

AGREEMENT

**S.W. Pitts Hose Co.
D.B.A.
Latham Fire Dept.**

AND

**COLONIE PROFESSIONAL FIREFIGHTERS
ASSOCIATION**



LOCAL 4924

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

COLONIE, NEW YORK

through December 31, 2017

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PREAMBLE

Recognition, Jurisdiction, and Period of this Agreement

Agreement between the S.W. Pitts Hose Co. of Latham , New York and the Colonie Professional Firefighters Association, Local 4924 of the International Association of Firefighters.

This Agreement made effect _____ through December 31, 2017, by and between the S.W. Pitts Hose Co., a not-for-profit cooperation providing fire protection within a fire protection district in the Town of Colonie in the County of Albany, State of New York, hereinafter referred to as the “employer” or the “fire company” and the Colonie Professional Firefighters Association, Local 4924 of the International Association of Firefighters hereinafter referred to as “the union”.

The employer recognizes the Union as the sole and exclusive representative of all firefighters of the Colonie Professional Firefighters Association, Local 4924 of the International Association of Firefighters:

All full-time and part-time firefighter/EMT’s employed by the fire company; excluding all volunteers, office clerical employees as defined by the act.

ARTICLE 1

Management Rights

Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, judge their competency, and assign and direct their work, the right to determine what duties shall be performed and by whom; to promote, demote, and transfer employees; to set the standards of productivity, and/or the services to be rendered to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; close down, or relocate the Employer’s operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved, machinery, and equipment; to determine the location and operation of departments; to issue, amend and revise policies, rules, regulations, and practices so long as not contrary to the terms of this agreement; and to establish rules and/or policies necessary to comply with federal or state law, and regulations. The Employer’s failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer’s exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer’s right to exercise

such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The Employer has an employee handbook in place which is superseded by this agreement with respect to any point covered in this agreement. The handbook may continue to be utilized by the Employer as a guide for addressing personnel issues with the employees so long as it does not provide for action inconsistent with this agreement. The Employer reserves the right to modify, change or amend the Employer Handbook at any time so long as the modifications or changes are not inconsistent with this agreement.

ARTICLE 2

OUTSIDE CONTRACTORS

The Union recognizes the right of the Employer to contract with others for services in any area of its operation in whole or in part as circumstances require, or as the Employer in its absolute discretion deems appropriate. Such rights in the Employer further include, without limitation, the right to utilize volunteers, supervisors, or mutual aid provisions within the Town of Colonie, County of Albany, and State of New York as the President or Chief, in either of their unfettered discretion, or that of their respective designees, may determine at any time with or without notice to the Union. The outside contractor rights of the Employer may be freely exercised so long as there is no resulting lay off or reduction of any hours of work for any bargaining unit personnel employed by the Employer at the time.

ARTICLE 3

Collective Bargaining Procedure and Bargaining Unit Work

Collective bargaining with respect to rates of pay, hours of work, or other mandatory topics of negotiations and conditions of employment shall be conducted by the duly authorized bargaining agent of each party. The employer and the union, and/or their designees, shall be the respective bargaining agents for each party.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining. Consequently, the employer and the Union for and during the term of this Agreement voluntarily and unqualifiedly waive the right to bargain with respect to any subject or matter referred to or covered in this Agreement, except as otherwise provided in this Agreement. Nothing contained in the above paragraph shall preclude the parties from making alterations or amendments to this Agreement, in writing, provided there is mutual consent thereto.

ARTICLE 4

Responsibility and Cooperation

(A) The employer and the Union agree with the objectives of maintaining a productive, effective, safe and healthy work environment. Moreover, the employer and the Union agree to conduct themselves in such a manner so as to promote a spirit of cooperation between them to achieve these objectives. It is recognized that the employer and the Union, as well as the firefighters covered under the terms of this Agreement, are obligated individually and collectively to perform in an honest and efficient manner in furtherance of these objectives. The responsibility for success rests equally with the employer, the Union/firefighters, and the employees covered under the terms of this Agreement.

(B) Furthermore, the Union agrees to advise its members, and each employee covered by this agreement has an affirmative individual obligation, to report to the employer, through the proper chain of command, any serious acts such as threats of sabotage, theft, willful damage to property, time card or worker compensation fraud, and the employer will take, upon notification, appropriate action.

ARTICLE 5

Employer-Union Relations

Section 1 – Union Representatives

(A) As designated by the Union, there shall be Union Representatives communicated to the employer in writing. The Union will notify the employer in writing of changes in Union Representatives, including the names of the new Union Representatives and the effective dates of any changes.

(B) It is agreed that Union Representatives have full-time work to perform as assigned by the employer and that the contacts on employer time, which are provided for in this Section, will be no more frequent and no longer than the matters for discussion reasonably require.

If the Union Representatives find it necessary to leave the immediate work area, the Union Representatives shall first request and receive permission from their immediate supervisor, president, chief, or chief's designee.

(C) The Union Representative will be permitted to take the necessary time off work with pay after receiving advance management approval for employer-Union business. The employer will not unreasonably withhold its approval for employer-Union business as follows:

1. For discussion with management regarding grievances of employees at a mutually agreeable time, and for reasonable periods of time to investigate specific grievances.

2. For discussion on employer premises (with employer approval which shall not be unreasonably withheld) with the Union's Professional Representative, when such Union's Professional Representative finds it necessary to contact the Union Representatives regarding the administration of this Agreement.

(D) It is agreed that there will be an annual pool of sixteen (16) hours of time off that can be used by the union representative for union business such as those stated above. It is agreed that said sixteen (16) hours will be separate from the representative's personal bank of time off and said sixteen (16) hours shall be with pay. Request to use said hours will be submitted in writing in no less than seven (7) days prior to time off and shall be submitted to the President or his designee. Union time off shall not be unreasonably withheld.

ARTICLE 6

Union Status

UNION STATUS AND RIGHTS

Any present employee who does not belong to the Union and any future employee shall have the right to be a member or not to be a member of the Union without such decision affecting his employment status. Being a member of the Union is not and shall not be a condition of employment. All employees will, however, pay dues to the union.

Authorized representatives of the Union who are not employees of the Employer may be admitted to the premises of the Employer with the permission of the Employer, such permission not to be unreasonably withheld. Requests for visitation rights shall be directed to the President or someone else designated by him/her and shall include date and time. Normally, except in emergencies, such requests shall be submitted in writing with as much advance notice of the anticipated visit as possible. All such visits shall not interrupt the work of the bargaining unit employees and may be conducted with the employees during their authorized lunch and breaks only. Break and/or lunch periods will not be extended to extend the time of any such meeting. No official time shall be provided to employees to meet with non-employee union representatives who are free to meet with the employees after work hours at non work locations at any time. Employees who violate these limitations will be subject to discipline.

Visitation by Union representatives shall not interfere with normal facility operations, or the conduct and performance of the work of any employee of the facility involved or the Employer.

One duly authorized representative (or his/her designee) of the Union employed by the Employer and certified in writing by the Union shall be permitted to transact official Union business on Employer's property provided that it shall not interfere with or interrupt the activities of the Employer or the Union representative employee, and further shall not interrupt or interfere with the work of any employee of the Employer, whether or not covered by this agreement. Such official business shall be conducted on the personal time (without pay) of the authorized representative and may be conducted during any employee break time which might be authorized under this agreement.

The Union agrees to recognize the confidentiality of all matters pertaining to The S.W. Pitts Hose Company of Latham, N.Y., Inc. and shall be bound by the same confidentiality obligations to include but not being limited to all obligations imposed by HIPAA. Confidential information shall include any personal health information, or other information including photos which a reasonable person would not want made public without the written consent of the person who is the subject of the information. It shall also include information such as social security numbers, home addresses, birthdates and such other information which a reasonable person or the company in its reasonable discretion would not expect to be disclosed without their or the company's consent.

The Union shall indemnify and hold the Employer harmless for any breaches of confidentiality by the Union or any of its representatives or officers, to include reasonable attorney fees, costs, and disbursements in any action.

ARTICLE 7

Union Dues

Provided the employee signs a form authorizing a deduction for union dues, the employer agrees to automatically deduct union dues from each employee biweekly, so long as the authorization is in effect. The union agrees to notify the employer in writing of the current union dues amount. The union further agrees to supply an official copy of the union bylaws specifically pertaining to union dues. Furthermore any changes to the dues amount shall be brought to the employer in writing within fourteen days (14) prior to the effective date in the form of updated bylaws. The employer will send the union dues electronically or by paper check to the union on or about the 1st of each month.

ARTICLE 8

Separability and Savings Clause

(A) Should any provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, government regulation or by a decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

(B) Should any provisions(s) of this Agreement become invalid, the parties agree to meet within thirty (30) days to negotiate new contract language to replace the provision(s) which was invalidated.

ARTICLE 9

Non-Discrimination

(A) The employer and the Union agree not to discriminate against any persons covered by this Agreement on account of race, color, national origin, sex, age, religion, personal disability, veteran status, union affiliation, or any other classification protected by law. The Union understands that the employer has a commitment to act affirmatively in providing access to employment, benefits, and other provisions of the contract as stated herein above. The sole and exclusive remedy for any controversy or claim arising out of or relative to the foregoing non-discrimination provisions, including, but not limited to claims arising under Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1973 (which prohibits discrimination on the basis of color, national origin, race, religion, and sex), the Age Discrimination in Employment Act (which prohibits discrimination against persons 40 years of age or older because of age), The Equal Pay Act (which prohibits sex based differentials in wages for performing equal work), the Pregnancy Discrimination Act (which prohibits discrimination on the basis of pregnancy or capacity to become pregnant), the New York Human Rights Law (which prohibits discrimination on the basis of race, color, creed, sex, age, disability, national origin, marital status, conviction or arrest record, genetic predisposition, military status, or sexual orientation), the Americans with Disabilities Act (which prohibits discrimination against qualified individuals with disabilities, a history of disability, a perceived disability, or persons because they have a known association or relationship with an individual with a disability) any other federal or state statutes, and any federal or state common law or decisional law, shall be pursuant to the grievance, mediation, and arbitration provisions of this Agreement.

In disputes involving statutory rights, the relevant statute's limitations period shall govern the time for filing a grievance under the grievance and arbitration provisions of this Agreement.

(B) The parties agree that discrimination of any kind and sexual harassment will not be tolerated in the workplace.

(C) The use of the words he and him and she and her shall each respectively refer to both genders.

ARTICLE 10

Grievance Procedure

For the purpose of this Agreement, the term “grievance” means any dispute between the employer and the Union concerning the effect, interpretation, application, claim or breach or violation of this Agreement or any terms and conditions of employment of the members.

Any Such grievance shall be settled in accordance with the following grievance procedure:

Step 1 – The firefighter shall discuss the issue with the Chief or the Chief’s designee with a view toward resolving the issue within ten (10) calendar days of the occurrence or when the firefighter first became aware of the occurrence of the grievance.

Step 2 – If no satisfactory settlement is reached at Step 1, the Union Representative for the aggrieved firefighter shall take the issue to the President within ten (10) days. The President must respond in writing within ten (10) days.

Step 3 – If no satisfactory settlement is reached at Step 2, then upon receipt of the President’s answer, or if the President does not provide a timely written response, whichever comes first, the Union Representative shall call in the Union President who shall meet with the Paid Personnel Committee within ten (10) calendar days.

Step 4 – In the event the grievance is settled, such settlement shall be reduced to writing. In the event the grievance is not settled in a manner satisfactory to the grieving party (Union or Company) within twenty (20) calendar days of the Step 3 meeting or receipt of a written answer, whichever comes earlier, the grieving party has the right and authority to submit such grievance or dispute to arbitration in the manner hereafter provided. Either party may submit to binding arbitration pursuant to the then obtaining Voluntary Arbitration Rules and Procedures of the New York State Public Employment Relations Board, an unresolved grievance. The parties shall share equally the arbitrator’s fees and expenses. The arbitrator shall have no power to add to, subtract from or modify the terms of this agreement. Arbitrators shall be requested to render their decision within thirty (30) calendar days of the date that the arbitration hearing was concluded, or within thirty (30) calendar days of the submission date of any briefs, should such be required.

General grievances affecting the firefighters in the bargaining unit as a whole and discharge grievances may be initiated by the Union Officer directly at Step 2. Likewise, any grievance filed by the Employer shall be initiated at Step 2. In this regard, either the Union Officer or Employer, as appropriate, shall present the grievance in writing to the other within ten (10) calendar days of the occurrence causing the grievance.

The grievance procedure, including arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined by CPLR Article 75.

Except as specifically provided in this Article, all hearings, meetings and investigations will be conducted during regular working hours, insofar as possible.

The decision of the arbitrator is final and binding on the parties and may only be appealed pursuant to CPLR Article 75.

ARTICLE 11

Discipline

Firefighters will be disciplined only for just cause and it is understood that just cause will include serious off duty misconduct. Any firefighter who the Employer wishes to discipline must be served with a disciplinary notice specifying the circumstances warranting discipline. The firefighter may grieve the matter at the firefighter's election which grievance shall be submitted as a Step 2 grievance and shall be processed through the grievance procedure and arbitration if desired at the union's determination.

Disciplinary action may include an oral or written warning, suspension with or without pay, mandated forfeiture of accrued but unused benefit time, and/or discharge from employment. Progressive discipline is not required as a precursor to termination or any other sanction determined appropriate by the Employer.

Employees will present a clean, neat appearance for work including clean clothes, body, and a neat, well-kept appearance. Males shall not exhibit beards, facial hair, or long sideburns. Groomed moustaches may be permitted after review and approval by the Paid Personnel Committee.

ARTICLE 12

Seniority

Department seniority shall be the relative status of the firefighter with respect to the length of service in his current department. Seniority will govern the firefighter's relative standing for bidding purposes within the firefighter's current department.

A roster showing department seniority shall be furnished to the Union by the company once annually, in the month of January.

A firefighter shall lose department seniority upon the occurrence of any of the following listed in (1) through (9) below:

1. Voluntary transfer out of bargaining unit;
2. Discharge with just cause;
3. Failure to report for recall from layoff as provided in this Agreement;
4. Layoff for a period of twelve (12) months;
5. Failure to return to duty from an approved leave of absence as scheduled;
6. Refusal of a written offer of recall to the classification from which an employee was laid off provided that the employee was not an active employee at the time of recall;
7. Medical leave of absence for a period of twelve (12) months; or
8. Discontinuance by the Town of Colonie to the employer as a provider of services for the Latham fire protection district.
9. Any firefighter that resigns his/her position with the company

Employee Status

- The employer shall maintain and post current seniority list showing date of original hire and date of promotion. This list shall be used whenever called for by the specific articles and sections of this Agreement and in such other cases as may be agreed upon by the employer and the Union.
- The employer shall maintain a job description for all bargaining unit positions showing the essential functions and qualifications required for the position. The employer will provide copies of each job description within ten (10) calendar days to the Union upon request.
- While the employer reserves the right to modify the job description to meet the reasonable needs of the fire company, the addition of any duties that are markedly inconsistent with the duties performed by the position since its inception shall not be permitted and shall be subject to negotiation at the request of the union.

ARTICLE 13

Layoff and Recall and Court Appearance

(A) Firefighters who have acquired Union seniority rights under this Agreement shall not be laid off unless all probationary firefighters in the same job classification have been laid off.

(B) Firefighters who have acquired Union seniority rights under this Agreement shall be scheduled for layoff within the affected classification by inverse department seniority. In cases where the department seniority of two (2) or more firefighters is the same, the rank order shall be determined by their hire date. If more than one employee is hired at once, then seniority will be further determined by most recent application date. The higher number will be laid off first.

(C) In the event a vacancy within the bargaining unit exists in a job classification for which a firefighter scheduled for layoff is determined by management to be qualified, the firefighter will be considered for that vacancy. A firefighter accepting placement in a represented classification under this provision shall assume the classification with full Union seniority.

(D) Employees will be laid off in accordance with inverse Union seniority. Such affected firefighter shall be permitted to displace a firefighter with less Union seniority in a lower job classification, provided the affected firefighter is qualified for the classification.

(E) The employer shall give the Union advance notice, whenever possible, prior to any layoff.

(F) Employer and department seniority rights of a laid-off firefighter will continue to accumulate while he/she is laid off for a period of twelve (12) months.

Recall

(A) The employer will advise each firefighter to be recalled by registered or certified United States mail, return receipt requested. A copy of such recall notice will be furnished to the President or his/her designee. The firefighter receiving a notice of recall will acknowledge to the contact person designated in the recall notice by direct telephone communication or in person within five (5) business days receipt of the recall notice, advising the employer of the date he/she will be available for service, which available date must not be later than fourteen (14) calendar days from the date the recall notice was received by the firefighter from the employer. The firefighter must maintain on record with the employer his or her correct mailing address, and a failure to do so will result in the loss of recall rights. Firefighters who were laid off and fail to comply with the provisions set forth herein will forfeit their Union and department seniority and be considered terminated. Recall shall be by department seniority in reverse order of layoff, subject to employee qualifications.

B) No new firefighter will be hired by the employer to perform duties in a job classification covered by this Agreement within twelve (12) months after a layoff until all qualified laid off firefighters have been given a recall notice to return to work in accordance with this Agreement.

A firefighter on layoff shall be responsible for keeping the employer informed of any additional training or experience the firefighter has gained or completed to qualify the firefighter for recall in other job classifications within the bargaining unit.

(C) Jobs of an emergency nature may be temporarily filled at once by those next in line of department seniority in the classification pending the return of laid-off firefighters having department seniority who have been notified to report for work as herein above provided.

Court Appearance

(A) Whenever a firefighter of the Union is required to appear at the request of the fire company or under subpoena as an agent, servant or employee of the fire company, before a grand jury or court or approved agency (PESH, OFPC, DOH), to give testimony in his or her capacity as an agent, servant or employee of the fire company relating to an event which occurred at fire scene or emergency operation, will receive paid time off from scheduled work provided reasonable advance notice is provided to the Chief.

B) The appearance time must be documented by a letter from the Court Clerk or presiding officer of the hearing to verify the hours of attendance.

ARTICLE 14

Salary

All rates shown are minimum rates.

2016 Paid Firefighter pay rates.

Time of service based upon most recent hire date.

Time of Service	Per Hour	Annual Salary
0-12 and Part time	\$14.28	\$29,702.40
13-24	\$15.30	\$31,824.00
25-36	\$16.32	\$33,945.60
37-48	\$17.34	\$36,067.20
49-60	\$18.36	\$38,188.80
61 month-up	\$19.38	\$40,310.40

2017

Time of Service based upon most recent hire date.

2%

Time of Service	Per Hour	Annual Salary
0-12 and Part time	\$14.56	\$30,284.80
13-24	\$15.61	\$32,468.80
25-36	\$16.65	\$34,632.00
37-48	\$17.69	\$36,795.20
49-60	\$18.72	\$38,937.60
61 month-up	\$19.76	\$41,100.80

- (A) Firefighters shall be paid at one and one-half (1-1/2) times the employee's basic rate of pay for all hours worked beyond 40 hours in a week. All overtime will be rounded to the nearest fifteen (15) minute on the time card.
- (B) In order to be eligible for overtime pay, an employee must work 40 hours in a normal work week (Monday to Sunday). Sick leave, personal leave or any other leave, including holidays, does not count toward overtime pay in a work week.

ARTICLE 15

Call Back

- (A) For any call back there'll be a minimum of two (2) hours of one and one-half (1-1/2) time paid per a firefighter's basic rate of pay for all voluntary call back that's answered.
- (B) Any firefighter that returns to work during scheduled day off for the purposes of a recall by the chief or chief designee will be paid a minimum of 2 hours of pay. If the 2 hours falls after the firefighter has already worked 40 hours in one pay week, the firefighter will be paid at a rate of time and one half.

ARTICLE 16

Insurance

After successful completion of three (3) months employment, full time employees are entitled to health benefit compensation as provided by the department. This includes health, dental, and vision coverage up to \$7,500.00 per year for single plan coverage, \$8,500.00 per year

for two person plan coverage and \$9,500.00 per year for family plan coverage. Full time employees choosing to opt out of health care coverage will receive \$100 per full month, payable in December. Eligibility requires proof of other suitable health care coverage.

ARTICLE 17

Retirement Benefits

The employer will set up a 403B-retirement plan and will place \$2,000.00 annually into the individual employee's account on their anniversary. The employer further agrees to pay all set up fees associated with employee 403B plan and the employer further agrees not to pass those fees along to the employee in any manner. The employee will be responsible for all annual maintenance fees. Employees will be vested in the system at the completion of the probationary period.

Employees also have the option to opt out of the employer's 403B plan and enroll in their own retirement account at the employee's expense. Each employee must provide the employer the proper retirement account information so the employer can make the contractual contributions.

Employees will be able to choose to have pre-taxed deductions from their pay checks to be placed in their 403B or other retirement accounts.

The employer further agrees to set up the 403B retirement plan at the completion of the (12) month probationary period. The employer will begin making the above agreed upon contributions at the completion of the firefighters second full year of service. Firefighters will be allowed to make their own pre-tax contributions as soon as the retirement plan has been established.

ARTICLE 18

Benefit Time

Each full time Firefighter covered by this agreement shall earn the following time off on the anniversary of their date of hire, with the exception of employees with less than 1 year. Employees with less than 1 year will accumulate time monthly, time may be used as it is accumulated.

Benefit time (Vacation, sick and personal time) may not be taken in advance.

Vacation

0-2 years 10 days

3-5 years 13 days

6-10 years 16 days

10 years and up 25 days

Personal Time off

Throughout employment: 3 days per year

Sick Time off

After 6 months of employment: 4 days

After probation and throughout employment: 8 days per year

The employer may require a physician's verification of illness report for the use of extended sick leave beyond three (3) consecutive workdays. Employees will receive 8 days of sick time given in full on their anniversary date of hire. There will be no cap on amount of sick time to be rolled over annually and employees will be paid a maximum of 112 hours upon retirement, resignation, or termination unless terminated for misconduct. There will be no cap on how many hours of sick time an employee may keep in their bank. Probationary firefighters may take unpaid sick time prior to the 6 month time period without effect on employment.

Benefit time (Vacation or sick/personal time) must be earned before they can be used and employees may not take advances on benefit time.

Vacation will be awarded in full on the anniversary date of hire for full time employees. Probationary firefighters will receive their vacation time off at the completion of their 12 month probation. If probation is extended, the employee will still receive their vacation time in full on their anniversary date.

Full time employees may hold a maximum bank of 152 hours of vacation time. Any time banked over 152 hours and not used during the calendar year will be forfeited. Upon retirement, resignation or termination unless terminated for misconduct, full time employees may cash out a maximum of 152 hours of vacation time.

Vacation time will be bided out with slips submitted to the Chief between December 1st and December 15th, for use from January 1st to May 31st and slips submitted between May 1st to May 15th for use from June 1st and December 31st. If more than 1 employee wishes for vacation time for the same time period and the Chief determines it would cause a lack of staffing coverage, the time off will go to the most senior employee. All vacation request must be in one (1) hour increments.

Personal Time off cannot be rolled over year to year. Vacation, sick and personal time must be used in one (1) hour increments.

If an employee is terminated for and found guilty of in a court of law, a criminal act, they shall not be paid for any unused sick or vacation time.

Employees on short-term disability, workers compensation, unpaid leaves of absence, or those on an unpaid sick leave (i.e. after exhausting all Disability Benefits and Employer Sick leave) will not earn benefit time for any purpose during the period of unpaid absence.

Holidays

After successful completion of six-month's employment, full time employees shall be entitled to the following Paid Holidays:

New Year's Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Christmas Day
Floating Holiday

When the observed holiday falls on a regularly schedule work day (Monday-Friday), firefighters shall observe the holiday on that date. If required to work, they shall receive an additional day's pay as holiday pay or one (1) day compensatory time off as determined by the employee at the beginning of the year. If above mentioned holiday falls on the weekend, it'll be observed on the celebrated day.

To qualify for holiday pay, an employee must work the last scheduled day before and the day after a holiday or be out on an approved absence (vacation, personal, sick). In addition to the above requirements, the floating holiday is subject to the following rules: The floating holiday allows employees to have additional paid leave to cover absences for personal reasons, such as religious observances or parent-teacher conferences, or to supplement vacation, sick and holiday leave. The Floating holiday is available at the beginning of each calendar year. Any employee employed on the first day of the calendar year receives the floating holiday; an employee hired during the course of the year does not receive the floating holiday. The Floating holiday may be used to cover a full day absence. It must be taken in the calendar year in which given. Under no circumstances will it be carried over to the next calendar year, nor may it be cashed out if not taken or paid upon termination of employment. A floating holiday must be scheduled and approved in advance by the Chief (or designee) and must be requested by the employee at least one full month in advance to permit scheduling adjustments if necessary.

Bereavement

Full time employees shall receive bereavement leave of up to three (3) days non-chargeable time for the death of an immediate family member, one of which must be the day of the funeral. Members of the immediate family include spouse or significant other, parents, children, brothers, sisters, grandparents, stepchildren, and parent's in-law. The time is at the discretion of the Chief. Proof of death may be required.

ARTICLE 19

Training

Section 1

All current and new full-time firefighters will be required to participate in annual refresher training consisting of at least 75 hours to maintain proficiency as determined by the Chief officer. Mandatory training may consist of in-house drills while on-duty and may be conducted by paid or volunteer staff.

In-house drills may consist of hands-on training and live burns, which may include mutual aid fire companies to help better working relations and share training tips. Employees may be required to take any and all classes directly related to the job duties and functions covered under this agreement. Employees who are required by the fire company to take classes outside the regularly scheduled work time will be paid for the hours in attendance at such training.

Section 2

All employees who are Certified New York State Emergency Medical Technicians (EMTs), or higher, covered by this agreement, shall receive Three hundred dollars (\$300) paid the first pay period in December upon providing proof of such certification training which shall be submitted and verified by the Chief or his/her designee. Such proof must be submitted during November to permit payroll processing in December. Employer agrees to sign all necessary recertification authorization paper work for REMO and or New York State Department of Health Bureau of EMS.

Section 3

All probationary firefighters will be qualified on all apparatus within twelve months from their entry date.

Section 4

In addition, should fire training for the firefighters occur during off-duty hours of the firefighter, said firefighter shall receive the employee's basic rate of pay or one and on half (1 ½) hours pay for overtime, consistent with state and federal labor laws for all hours participated in fire training. All expenses for New York State mandated training for the firefighters shall be paid for by the employer.

ARTICLE 20

Probationary Employees

A newly hired employee shall be considered probationary for the first twelve (12) months during which time such employee may be disciplined or discharged at the will of the Employer without regard to this agreement. The President, Chief, Chairman of the Personnel Committee, and Chairman of the Board of Directors may extend the probationary status by an additional six (6) months upon written notice to the employee and the union. Also require more than one (1) signature of the above mentioned employer representatives. Probationary firefighters covered by this agreement shall not have recourse to the grievance procedure, except as to matters relating to pay. During the six month extension period, the probationary firefighter shall have full access to the grievance procedure but not to arbitration.

ARTICLE 21

Uniforms and Equipment

Section 1

All newly hired full-time firefighters shall be issued station uniforms which shall consist of the following items: (Wherever 5 items are provided, the part time employee shall receive only 3)

- (5) – Short-sleeve t-shirts
- (5) – Long-sleeve t-shirts
- (5) – Polo shirts
- (5) – Pair of pants
- (5) – Pair of shorts
- (1) – Black belt
- (1) – Pair of safety toe shoe wear
- (1) – Winter hat
- (1) – Baseball cap
- (1) – Winter Jacket
- (1) – Job shirt

All newly hired firefighters shall be issued the above mention number of clothing items a minimum of one week before the first scheduled shift. All clothing items shall be replaced on an “as needed” basis. Foot wear will be replaced annually or sooner if so proven needed. Winter jackets shall be replaced every 3 years or sooner if so proven needed.

Between the dates of April 1st and October 31st, all members covered under this agreement shall be permitted to wear shorts.

Section 2

All newly hired firefighters shall be issued one (1) set of turnout gear and equipment that is in compliance with the current edition of NFPA 1971 specifications and be fire department issued shall consist of the following items:

- (1) – turnout coat
- (1) – turnout pants with suspenders
- (1) – structural fire boots
- (1) – structural fire gloves
- (1) – extrication gloves
- (1) – hood
- (1) – helmet
- (1) – Gemtor harness or equivalent as determined by the chief.
- (1) – New York State compliant bail-out system

All full time firefighter employees shall receive a primary and secondary set of gear not to exceed (10) years of manufacturer’s expiration date.

Employees will be allowed to wear personal protective equipment such as helmets or gloves so long as they meet NFPA/OSHA requirements and are approved by the chief of the department. All issued fire department gear will be inspected and repaired per manufacturer guidelines and by an authorized repair company.

Section 3

When a firefighter’s service has ended due to retirement or termination or resigned, the firefighter will turn in all fire equipment and issued clothing.

ARTICLE 22

Authorized Aid

Firefighters, while rendering aid to another community under the specific direction of the Chief or pursuant to mutual aid call while on duty, are fully covered by Workmen’s Compensation and Liability Insurance as provided by state laws. Firefighters who determine on their own to assist at fire calls in other jurisdictions may not be covered by workers compensation and do so at their own risk as volunteers, but not as representatives of this fire company.

ARTICLE 23

Defensive Action Clause

Section 1

In the event that any firefighter of the bargaining unit is faced with a civil claim involving bodily injury and/or property damage arising solely out of the performance of his official duties at a fire ground or scene of an emergency which are not characterized as willful misconduct, intentional tort, or gross negligence, the employer agrees to provide legal counsel for their defense and, unless precluded by law, to hold them harmless for any financial loss, due to either a judgment upon or settlement of such claim.

ARTICLE 24

Apparatus, Maintenance and Inspection

All general maintenance shall be performed in accordance with manufacturers' guidelines and shall be performed by qualified people chosen by the employer.

General maintenance can be done by staff and will only be sent out at the discretion of the Chief or his designee.

Firefighters in the bargaining unit, with permission from the Chief, or his designee, can attempt minor maintenance on the apparatus but any deficiencies from the firefighters' attempt will not bring any punishment against them, unless there was tampering done during the repair project. Refer to Articles on discipline and grievances if there are any issues.

ARTICLE 25

Staffing and hours of work

Full-time firefighters covered under this agreement shall work a schedule consisting of consecutive (8) hour shifts (5) days per week to be worked between Monday Friday, 0600-1800. The work week may be extended to Monday through Sunday 0600-1800 if agreed upon by both the union and the employer. Employees may swap shifts with prior approval of the chief or designee, so long as a shift swap will not incur overtime and must be in same work week. Any employee who doesn't show up for the pre-approved swap or calls in sick will lose their ability to swap for six months. The employer agrees not to deny shift swaps so long as they do not incur overtime.

Minimum Scheduling:

The minimum scheduling available of paid firefighters shall be no less than 3 firefighters from 0600-1800 hours Monday through Friday, whenever possible. If the scheduling would be less than (3) due to vacation or call off, the Chief or the designee shall initiate the call back procedure as soon as possible of the initial call off, so long as the chief or designee sees the need to.

The employer shall attempt to fill the vacated position by calling off duty members in the following order:

- 1: Senior part-time FF/EMT descending to most junior part-time FF/EMT
- 2: Senior full-time FF/EMT descending to most junior full-time FF/EMT

The chief or his designee shall retain the right to make the monthly schedule tentative for approval. The tentative schedule shall be submitted no later than the 10th of the month prior and approved no later than the 15th by the chief or his designee.

ARTICLE 26

Drug and Alcohol Policy

The Latham Fire Department and the Union have a strong, continuing commitment to provide a safe and healthy working environment and to ensure that no employee endangers the safety of others. Employee involvement with drugs or alcohol may pose a danger to co-employees, volunteers, members of the Fire Company, and members of the public, and impair our reputation. Therefore, we adopt this policy to maintain a chemical-free work environment and to warn employees of the consequences should a violation of this policy occur.

- A. The use, possession, sale or purchase of intoxicants, narcotics, dangerous drugs or controlled substances, including stimulants, depressants and hallucinogens on the Employer's property is prohibited. Any illegal substances may be turned over to a law enforcement agency and result in criminal prosecution. Violation of this policy will be cause for discipline, up to and including discharge.
- B. Off-the-job illegal drug use shall be cause for discipline, up to and including discharge. In deciding the appropriate discipline, the type of drug/alcohol, the amount of the substance taken or possessed, the employee's length of service and personnel record shall be considered. The decision of the Employer is subject to disciplinary-arbitration.
- C. Employees undergoing prescribed medical treatment with a controlled substance should report this treatment to the Chief and the President in writing. Naturally, the use of controlled substances as part of a prescribed medical treatment is not cause for

- disciplinary action, but it is important for the Employer to know such use occurs.
- D. Urine testing is a reliable and objective means of determining whether an employee actually has drugs in his or her system. Urine testing will be used at the unfettered discretion of the Employer under the following circumstances:
- a. As a part of a pre-employment or regular physical;
 - b. Whenever an employee is involved in an accident where human error appears to be contributing cause; and
 - c. To verify whether an employee suspected of having used drugs has in fact used drugs. When such a “fitness for duty” evaluation is performed, a urine sample will be requested from the individual and will be analyzed by trained laboratory technicians. The need for a “fitness for duty evaluation” shall be determined from behavioral observation, performance problems, or other evidence indicating involvement with controlled substances or alcohol. When such indicators suggest that the employee is under the influence of alcohol, a breathalyzer test may be substituted for a drug test. Any positive indication shall be verified by a blood test.
 - d. Blood test shall be done at the cost of the employer.
 - e. An applicant or employee will be asked to sign a consent form agreeing to performance of the test and disclosure of results.
 - f. Applicants or employees who object to such testing may decline to participate however the Employer may discipline those employees who refuse to sign the consent form and submit to the test (breathalyzer or urine) when requested.
 - g. An Employee Assistance Program (“EAP”) shall be made available to employees on a voluntary basis.

ARTICLE 27

Performance Evaluations

Written evaluations may be conducted at the end of the probationary period, and annually thereafter. The employee is entitled to file a written response to any points in the evaluation, and this response should be reviewed and signed by both the immediate supervisor and the employee. The accomplishment of evaluations is at the option of the Employer. There is no right in an employee to demand that an evaluation be accomplished. Employees shall cooperate fully with all requests by the Employer in connection with the Evaluation process. It is agreed that any discipline that arises from a performance evaluation will be grievable by the employee and steps will be taken pursuant to the grievance procedure.

ARTICLE 28

NO STRIKES, STOPPAGES OR LOCKOUTS

It is agreed by the parties that during the term of this Agreement, or any renewal or extension thereof, there shall be no strikes, lockouts, stoppage of work or slow downs, concerning any matter in dispute covered by the grievance procedure between the Employer and

the Union or any of its members. Nevertheless, if a picket line is established by any labor organization other than the Union in a labor dispute directly with the Employer members of the Union may of their own free option choose to cross or not cross such picket line. However, if such labor dispute is not directly with the Employer, failure to cross a picket line established in such indirect labor dispute shall be a violation of the no-strike provisions of this Agreement, and the individuals participating therein shall be subject to the disciplinary provisions of this contract.

ARTICLE 29

Supplemental insurance

The employer agrees to make a supplemental insurance plan available to all full-time and part-time Firefighter/EMT's. Supplemental insurance shall be at the employee's expense and shall be deducted pre-tax from the firefighter's paycheck.

ARTICLE 30

Military Leave

Employees requiring time away from work to serve in the United States Military will be granted time off to accommodate the obligation to the extent required by applicable Federal and State law.

ARTICLE 31

Resignation

Employees who do not plan to continue in the Employer's employ are encouraged to provide as much notice as possible. Resigning employees should submit a letter of resignation to the Chief with a copy to the President. The letter shall include the following information:

- the effective date of your resignation;
- the reason for leaving; and
- a legal signature.

Failure to provide at least two weeks written notice of resignation will result in forfeiture of accrued but unused benefit time and all other accrued but unpaid benefits. Benefit time may not be used during the period covered by the written notice without the consent of the President.

ARTICLE 32

Duration

This Agreement shall be effective as of _____, and shall continue in effect until December 31, 2017.

If either party desires to modify any of the provisions herein upon expiration, the party must notify the other of its intent sixty (60) days prior to the expiration date at which time the party shall also submit its proposals. The responding party shall then have thirty (30) days in which to submit any counter proposals and additional changes to the Agreement.

It is agreed that the provisions of this Agreement shall continue in effect during any period of renegotiation and until a new agreement is reached by the parties.

Signatures

_____ Date:

Union President: Gregory Fulfree

_____ Date:

Employer President: Fred Roberts

_____ Date:

Union negotiation team: Chris Dedrick

_____ Date:

Chief of Department: Kevin Fronk

_____ Date:

COB: Randy Kunker

Appendix "A"

MEMORANDUM ON NEW HIRES FOR THIS CONTRACTUAL PERIOD

Employer agrees to make every attempt to hire new firefighter/EMT employees by November 1st, 2016. Forced overtime with the current employees will not occur from the date of ratification of this agreement to January 1st, 2017.