

Gates Fire District
and
**Gates Career
Firefighters and Dispatchers
Association
IAFF Local 3792**

Contract Agreement For

January 1, 2013 – December 31, 2016



International Association of Firefighters

**GATES CAREER FIREFIGHTERS & DISPATCHERS ASSOCIATION
IAFF LOCAL 3792**

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Article I – Preamble and Unit Definition

The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours and other conditions of employment for all members of the following bargaining unit.

Uniformed member of the Career Firefighting force in the ranks of Firefighter, Lieutenant, Captain and Public Safety Dispatcher with the exception of employees designated as managerial or confidential.

The parties agree that all matters and proposals raised in collective bargaining have been disposed of and no issues remain unsettled. No amendment, modification, change or alteration shall be effective unless it is made in writing and signed by the duly authorized representatives of the parties who have executed this agreement.

Article II – Recognition and Agency Shop

The District will deduct from the pay of each Career Staff Member covered by this agreement bi-weekly Union membership dues, provided there is in possession of the District, a voluntarily executed current, un-revoked, written authorization for such deduction executed by the employee. The District further agrees to forward such deductions to the Union Treasurer, and not levy any administrative costs or fees to the Union. Union dues will also be collected from retirees of the Gates Fire District, who wish to remain as active members of IAFF Local 3792, and forwarded to the Union Treasurer.

The parties recognize that this is an Agency Shop. In accordance with the Agency Shop provisions, it is understood that each employee who is a member of the bargaining unit herein defined, but not a member of the Union, shall be liable to contribute to the Union for representative costs. Amount equivalent to Union dues as are from time to time authorized, levied and collected from the general membership of the Union. The Fire District agrees to deduct an amount equal to the normal dues paid by Union members from the earnings of each said employee who is not a Union member, as their representative costs.

The Union agrees to hold the District harmless from any and all liability, which may arise through the implementation of this Article.

Article III – Rights of Employees

The District will not interfere with, restrain or coerce any member of the bargaining unit because of membership in, or lawful activity on behalf of the Union, so long as said activity does not interfere with the duties or with the carrying out of the responsibilities of the Fire District. Nor will the Fire District attempt to dominate or interfere with the Union. The Union will not interfere with, restrain or coerce any member because of membership or lack of membership in the Union.

Article IV – No Work Interruption

During the terms of this agreement, under the provisions of the Taylor Law, there shall be no work stoppage, interruption, slowdown or any other concerted refusal to perform diligently, the duties and responsibilities of the members of the bargaining unit as employees of the Gates Fire District.

Article V – Definition of Gates Fire District Civil Service Firefighter

Career Firefighters shall only be full time compensated Civil Service employees of the Gates Fire District, and members of IAFF Local 3792 who are covered under this contract. They are New York State Section 426 Certified -- qualified to perform duties consistent with state and federal standards of Civil Service Firefighter. For the purpose of this contract, Gates Fire District firefighter staffing will only consist of full-time career Civil Service Firefighters. Volunteer, part-time, per diem or paid-on-call firefighters will not be used to replace Career firefighters of staffed positions with regard to straight or overtime earnings.

Both the Fire District and the Union recognize the rank of Career Captain along with the salary scale assigned to it, and the duties that may be associated with that rank. With regard to this contract, all parties agree that the career Captains are Civil Service Rank Lieutenants. Under that title they will receive all benefits and may perform any function that is stated in this contract, under the direction of the Fire Chief, his designee or the Board of Fire Commissioners. This ranking will stay in effect until such time the position is titled by Civil Service.

Article VI – Management Rights and Relationship of Statute to Agreement

1. Except where expressly prohibited by the terms of this agreement, the administration and management of the District, direction of employees, the designation and planning of their work, including but not limited to the right to hire, suspend or discharge, promote or transfer, and to relieve employees from duty because of lack of work or other legitimate reasons, the right to judge their efficiency and competency in the performance of the work assigned, the right to assign them their work and to properly classify them, and the right to establish working rules and penalties is vested exclusively in the District, and applicable Civil Service Law.
2. The District shall maintain all the powers accorded to it under Town Law and General Municipal Law as amended from time to time. In the event of any conflict between said Town Law and General Municipal Law or any other statute, including Civil Service Law, and the provisions of this Agreement, then the statute shall prevail. Except that with respect to matters having to do with the individual relationship of an employee, either individually or under the Union, as employer, the provisions of the agreement shall prevail.
3. It is agreed that this Agreement may only be modified by a written amendment, voluntarily accepted by the Union and the Fire District, and executed by their representatives.

Article VII – Grievance Procedure

For the purposes of this Agreement, a grievance shall be defined as a dispute or controversy arising out of the application or interpretation of this Agreement. It is understood and agreed that this procedure is not applicable to matters, which can be reviewed under procedures established by law, or under the Civil Service Commission having the force and effect of law.

Recommended Grievance Procedure:

1. The Employee desiring to follow the grievance procedure shall first notify the Fire Chief or in his absence the Assistant Fire Chief in writing within fourteen (14) calendar days of the dispute or controversy in question, giving as complete as possible the description or information of the act, omission or situation giving rise to the grievance - including names, the Employee(s) involved, and the remedy being sought. A copy will also be provided to the Union President or designee.
2. The Fire Chief or Assistant Fire Chief shall attempt to adjust the grievance at that time and render a written decision within fourteen calendar (14) days with a copy to the employee and Union President.
3. If the grievance is not satisfactorily resolved in the above procedure, then within fourteen (14) calendar days, after the Fire Chief has given their answer or the time has elapsed for giving such answer, whichever occurs first, the Union President shall submit the grievance to the Board of Fire Commissioners. The Board of Fire Commissioners or its designee shall set time, not later than fourteen (14) calendar days after receipt of the grievance by the Board at this step, and place at which the Board or its designee shall hear the grievance and any persons relating to it. Thereafter but not later than fourteen (14) calendar days after the hearing, the Board or its designee shall render a decision.
4. If the grievance is not satisfactorily resolved by the Board or its designee, then within fourteen (14) calendar days the unresolved grievance shall be submitted to arbitration in accordance with the following procedure:
 - a) Within fourteen (14) calendar days, after the arbitration has been requested, the parties may select an arbitrator by mutual agreement. If the parties cannot mutually agree upon an arbitrator, they shall jointly request that the American Arbitration Association or the Public Employees Relations Board submit a list of names from which the arbitrator will be chosen. Within fourteen (14) calendar days after the receipt of the list by each party, they shall alternately strike one (1) name from the list until one remains. That person shall be the designated arbitrator. The right to strike the first name shall be determined by lot.
 - b) The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this agreement.
 - c) No decision of an arbitrator shall create the basis for retroactive adjustment in any case except the case in arbitration.

- d) No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement of parties.
 - e) The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be borne equally by the District and the Union. All other expenses shall be borne by the party incurring them.
5. It is understood that the Union President, and/or his designee, may participate in any step of the forgoing procedure to assist or council with the employee, unless the employee requests no representation by, or assistance from the Union.
 6. All grievances at each step shall be submitted in writing. The grievance procedure must be date stamped, or otherwise documented at each step. If the grievance is not appealed to the next step of the procedure by the employee or President within the specified time limit, the grievance shall be considered discontinued and further appeal shall be barred.
 7. Failure by the District at any time of the grievance procedure to answer the grievance within the specified time limits will permit an appeal to the next step within the time that would have been allotted had the decision been communicated on the final day. Failure at any time of the grievance procedure of the employee or Union to advance the grievance within the specific time limits shall terminate the grievance at the last step at which it was timely advanced, and the matter shall not be submitted to arbitration and an arbitrator shall have no power to excuse the failure to timely advance the grievance.
 8. The above time limits may be extended by mutual written agreement of the Union and the District prior to the expiration of the time limit for which an extension is sought.

Article VIII – Discipline and Discharge

The Fire District shall have the right and responsibility to maintain efficiency, administer discipline and to hire, terminate, discharge or layoff employees. No employee shall be disciplined or discharged without just cause. All newly hired members of the bargaining unit and promotional positions covered under this contract shall serve a probationary period as defined by New York State Civil Service Law.

An employee who, at the time of any questioning, appears to be a potential subject of disciplinary action, shall have the right to Union representation, and shall be notified in writing in advance of the questioning of the right to representation. The cost of such representation shall be the obligation of the Union or the individual, and shall not be the responsibility of the Fire District. This applies to any and all written warnings or disciplines. Nothing contained herein shall apply to verbal reprimands or counseling memos.

All matters of discipline shall be conducted in accordance with New York State Civil Service Law.

Article IX – Training Program

The Fire District will provide the members of the bargaining unit with in-service training accordant to NYCRR Part 426; Minimum Standards for Firefighting Personnel. Members of the bargaining unit may also attend special seminars or training classes offered by qualified persons in fire fighting fields at various locations subject to approval by the Fire Chief. All members of the bargaining unit will be compensated for all District approved training conducted outside of normal working hours where such compensation is indicated. Such compensation will be taken in the form of overtime pay or compensatory time.

Article X – Educational Reimbursement

Full time Career Staff are eligible for reimbursement of cost of tuition as follows:

1. **Course Approval Criteria** – Only courses that are related to the Employee’s job or related to the Employee’s Fire District career advancement will be eligible for tuition reimbursement. All courses must be taken at local, accredited institutions and must carry academic credit. Correspondence courses that conform to the above criteria may be approved if (a) the course is not available from a local, accredited institution and (b) the course is offered by an institution of reputable quality. All employees will be reimbursed up to 75% for all tuition costs associated with approved courses taken at local accredited institutions that carry academic credit. Expenses for books and other related course materials will be the employee’s responsibility.
2. **Application Procedure** – The employee will complete an Educational request Form and submit it to the District Fire Chief along with a complete course description prior to registering for the class. The Fire Chief will review the application and approve or deny the request based on the course approval criteria. The Employee will be notified of the Fire Chief’s decision in writing, and if approved, the original educational request form will be placed in the employee’s file pending completion of the course.
3. **Documentation** – At the completion of the approved course, the employee must submit an official grade report to the Fire Chief for reimbursement. The employee must maintain at least a “B” average to be eligible for reimbursement.
4. **Employee Commitment** – A full time employee accepting a tuition reimbursement from the District must work five (5) years for the Gates Fire District after completion of the course, or must return the reimbursement to the District. Other than retirement, lay off, or District directed termination the employee will be liable to the District for the previous five (5) years of reimbursement received.

Article XI – Bulletin Board

The District shall provide a space for the Union to maintain a bulletin board at any and all locations where Career Firefighters are assigned. The location of bulletin boards will be in a convenient location accessible to all employees. In addition, the District agrees to provide a mutually agreeable area or secure space for the Union to keep union related records, documents and supplies, and also to conduct union business as necessary.

Article XII – Working Schedule

The work schedule for all members of the bargaining unit covered by this contract will be as follows: Two (2) consecutive day shifts (07:00-17:00), followed by two (2) consecutive night shifts (17:00-07:00), followed by four (4) consecutive days off.

Members of the bargaining unit will work and be paid for an average of forty-two (42) hour work week with an average eighty-four (84) hours per pay period. The members of the bargaining unit will be paid at a rate of one and one-half hours for all hours accumulated above the standard forty (40) hour work week schedule. This time can be taken as overtime pay or compensatory time.

Article XIII – Group Transfers and Assignments

When a permanent opening occurs on the group roster, the Fire Chief or his designee will post a written notice giving those interested ample opportunity to submit their intent in writing. The Fire Chief retains the right of final authority for determining group assignments and transfers in consideration of both seniority and suitability. In the event that group reassignments must occur involving other members of the bargaining unit, adequate written notice must be provided to those affected.

Article XIV –Staffing

Full shift staffing shall be defined as follows:

- 1 Duty Officer (Captain or Lieutenant) assigned to Station No. 1
 - 1 Lieutenant assigned to Station No. 3
 - 3 Firefighters assigned to Station No. 1
 - 2 Firefighters assigned to Station No 3
- Total – 7

Minimum shift staffing shall be defined as follows:

- 1 Duty Officer (Captain or Lieutenant) assigned to Station No. 1
 - 2 Firefighters assigned to Station No. 1
 - 3 Firefighters assigned to Station No 3
- Total – 6

In addition to the above staffing, one (1) Dispatcher (full-time or part-time) will be on duty at all times.

Three (3) line personnel and one (1) Dispatcher may be allowed time off (vacation or compensatory time) on any one shift. Only one (1) Group Officer shall be allowed time off per shift.

The established overtime procedure will be used to maintain the shift at minimum staffing.

An attempt will be made to fill the duty officer position (when open and group is below minimum staffing) first with a Captain, prior to filling the position with a Lieutenant.

If the group is not below minimum staffing the Lieutenant will cover as the duty officer.

An attempt will be made to fill the Officer position at Station No. 3 (when open and group below minimum staffing) first with a Lieutenant, prior to filling the position with a Firefighter.

Recruit Firefighters (new hires) cannot be used to fulfill minimum staffing requirements, including open overtime shifts, until completion of their academy or orientation training.

Article XV – Seniority

Seniority shall be determined by length of full time employment with the Gates Fire District from the employees first scheduled work day. This applies to all employee matters with the exception of rotational overtime distribution, where seniority is determined by date of appointment to current Civil Service Job Title (see Article XVI). Resignation, discharge or retirement of over twelve (12) consecutive months shall break full time employment seniority under the provisions of Civil Service Law Section 80. Employees with the same civil service appointment date will receive seniority status based on their civil service test score. If, two or more employees are appointed on the same date, and have the same civil service test score, seniority will be assigned alphabetically.

Article XVI – Overtime

Any member of the bargaining unit working any shifts outside of their regularly scheduled working hours will be considered overtime, with the exception of shift exchanges between employees. Employees have the option of receiving overtime pay, or compensatory time off. (See Article XVII)

All overtime will be compensated at a rate of one and one-half based on the requirements to pay overtime, which are now in effect or promulgated during the term of this agreement by the United States Department of Labor under the Fair Labor Standards Act.

Employees will also have the option of receiving compensatory time or overtime pay for any mandatory training, extended time for fire calls or emergency callbacks.

Full time Dispatchers shall have first opportunity or right-of-refusal for overtime shifts before utilizing part-time dispatchers.

Emergency call back: Any member of the bargaining unit called to duty by the Fire Chief or his designee outside of their assigned work schedule will be paid a minimum of three (3) hours of overtime pay. Emergency call back overtime will be outside the scope of the rotational overtime procedure. Members of the bargaining unit are expected to stay on duty until released by the Fire Chief or designee.

Article XVII – Compensatory Time

Members of the bargaining unit shall have the option of taking overtime pay in cash or in compensatory time off, to be computed at a rate of one and one-half hours. Compensatory time off may be taken in lieu of cash payment for overtime, provided there is no violation of Section 7 of the Fair Labor Standards Act.

The hours designated to be allocated to the holding account must be specified on the employee's bi-weekly time card. Employees will be allowed to accumulate a maximum of two hundred forty (240) hours of compensatory time. Employees may carry over a maximum of two hundred forty (240) hours of compensatory time into the next calendar year. If the employee's compensatory bank is full, the employee must take all accrued hours in pay at a rate of one and one-half hours.

The employee shall be permitted by the District to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the Fire District.

If employees desire, they can request to be paid for up to sixty (60) hours per quarter from their individual holding account at the next scheduled bi-weekly pay period.

Notice must be given to the Career Officer for compensatory time use requests. All requests need to be made with a twenty-four (24) hours advance notice. Any request with-in the twenty-four (24) hour notice will be at the discretion of the on Career Officer to be used for emergency situations.

Article XVIII – Pay Day

All employees will be paid bi-weekly, every other Friday, at the end of the week following the current pay period. A pay period starts on Saturday and concludes fourteen (14) days later on a Friday. Members of the bargaining unit shall have the option of receiving their pay either in the form of a bank-drawn check, or direct-deposited into a designated financial institution account of their choice. In the event a payday falls on a bank holiday, then pay checks or pay-roll deposits shall be posted on the previous day.

Article XIX – Holidays

The following Holidays shall be recognized and observed.

New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Members of the bargaining unit will receive a separate holiday paycheck, compensatory time off or combination of both on the second pay period in November.

Article XX – Sick Leave

During the first six (6) months of employment, sick leave will be paid at the discretion of the Board of Fire Commissioners.

The Gates Fire District will maintain Workers Compensation Insurance that will protect all employees who have had a job related illnesses or injuries. Employees will be protected under the provisions set forth in New York State General Municipal Law.

1 to 26 weeks: Sick leave for non-service related conditions shall be provided to the employee by the New York State Statutory Disability policy obtained by the Fire District through their insurance carrier. The Fire District will reimburse the employee the difference between the insurance amount and the employee’s current salary.

26 to 52 weeks: Sick leave for non-service related conditions will continue to be provided for the employee by the New York State Statutory Disability policy and reimbursement from the District will be reduce to one-half (1/2) the amount of the difference between the disability insurance amount and the employee’s current salary.

The Gates Fire District has the right to request additional medical information or verification from the employee’s physician or to request the employee to consult a Gates Fire District authorized physician to provide the justification for the non-service related benefits.

Should any non-service related conditions continue beyond 52 weeks, any additional reimbursement will be at the discretion of the Board of Fire Commissioners. Social Security disability benefits may also apply at this point.

It is understood and agreed that any employee who is on sick leave for a full work cycle of forty-eight (48) hours, whether service or non-service related, will provide the Fire District with a physician’s documentation verifying the condition that kept the employee out of work.

Article XXI – Vacations

Vacation allowance for members of the bargaining agreement will be in accordance with the following uninterrupted length of service and vacation earned provisions:

<u>Length of Service</u>	<u>Vacation Earned</u>
• Less than 6 months	0 hours
• 6 months	48 hours
• 1 year	96 hours
• 5 years	144 hours
• 10 years	168 hours
• 15 years	192 hours
• 20 years	216 hours
• 25 years	240 hours

1. During each calendar year, employees shall have the right to select vacation dates based on seniority. All vacation dates over two (2) weeks with the exception of one

trick must be submitted by February 28th. After that, employees will select vacation dates on a first come – first served basis.

2. Vacation pay shall be paid to employees at their basic rates.
3. Notice must be given to the Career Officer for vacation time use requests. All requests need to be made with a twenty-four (24) hours advance notice. Any request with-in the twenty-four (24) hour notice will be at the discretion of the on duty Career Officer to be used for emergency situations.
4. Employees may carry over a maximum of ninety-six (96) hours of vacation time into the next calendar year. Any unused vacation time ninety-six (96) hours will be lost.

Article XXII – Bereavement Leave

In the event of a death in the employee's immediate family, the employee shall be granted up to one full trick (day and/or night shifts, maximum forty-eight [48] hours) bereavement leave with pay. The Duty Officer will authorize the release time to the firefighter and will also notify the Fire Chief or his designee. The following are considered members of the immediate family:

Spouse, Children, Stepchildren, Parents, Grandparents, Grandchildren, Siblings, Parents in Law, Son/Daughter in Law, Step Parents, Step Parents in Law, Brother and Sister in Law.

In the case of other "close relatives" up to one shift of paid time off will be granted with the approval of the Career Officer.

If an employee is a pallbearer for a local funeral, up to one shift of paid time off shall be granted with the approval of the Career Officer.

The amount of time off granted for an out of town funeral, and/or other extenuating circumstances shall be subject to the approval of the Fire Chief or his designee.

Article XXIII – Leave of Absence (Special/Paternity)

In the event of an emergency situation, where an employee cannot follow the usual procedures for requesting compensatory time or vacation time, the Career Officer may authorize a leave of absence with pay for up to fourteen (14) hours . This leave would be taken from the employee's compensatory bank or vacation time. In the event an employee has no accrued compensatory or vacation time, the leave would be unpaid.

Members of the bargaining unit may be granted up to a total of 48 hours of Paternity leave with proper notification to the Career Officer. Additional Paternity leave time may be granted on an as needed basis subject to the approval of the Fire Chief.

Leave of absences for more than one (1) day may be authorized if agreed upon by the Fire Chief and/or the Board of Fire Commissioners. These leaves are without pay.

Article XXIV – Medical Insurance

The District agrees to subscribe to Excellus Healthy Blue, High Deductable Health Plan (HDHP) or equivalent for all members of the bargaining unit. The cost will be assessed on an annual basis at the rate of 90% by the District, and 10% by the Employee. In addition, the District will provide an annually funded health care reimbursement account (HRA) with the following limits:

- Single Person Plan \$2500.00
- Two Person Plan \$5000.00
- Family Plan \$5000.00

The District or its designee will administer the HRA and agree not to levy any administrative costs or fees to Employees.

The Gates Fire District shall also make available to all members of the bargaining unit a comprehensive Dental Plan provided by the Guardian Life Insurance Company: Plan Three – Contributory Network Access Plan or equivalent. Cost of this plan will be assessed on an annual basis at the rate of 50% by the District, and 50% by the Employee.

In the event of a line-of duty death of a member of the bargaining unit the District will continue to provide and pay the full cost of all existing health benefits of a Two-Person or Family Plan provided by this contract to the surviving spouse of the deceased employee and dependent children. These benefits will continue until the spouse either dies or remarries, and to the children until such dependants are emancipated, or reach the maximum age set by the insurance company.

In the event of death of a member of the bargaining unit (not line of duty), the District shall continue all existing health care benefits of the Two-Person or Family Plan provided by this contract at no cost to the surviving spouse and dependent children for a period of twelve (12) months from date of death. After twelve (12) months, the surviving family can elect to continue the existing coverage with no financial contribution from the Fire District.

Non-participant option: Members of the bargaining unit may also have the option to secure medical benefits elsewhere. Such an option will take place during the open enrollment period or within ninety (90) days following the commencement of employment. This alternate health coverage will provide the employee a flat rate opt-out payment of \$2200 for family or two person plan, and \$1100 for the single coverage plan. Payment to the Employee will be made within ninety (90) days after the open enrollment period ends.

Article XXV – Life Insurance

The District will provide full time employees with a term life insurance policy of \$50,000, \$15,000 for spouses and significant others, and \$5,000 for each child paid in full by the District. Employees will continue to have the option to purchase the current whole life insurance policy as currently in place through payroll deductions.

Article XXVI – Longevity Pay

Longevity shall be based upon continuous full-time employment from date of hire, and shall be paid in one lump sum on the pay period closest to the employee's anniversary date of each year. The following payment schedule will be followed:

Length of Service	Longevity Earned
• 0 to 4 years	\$0 per year
• 5 to 9 years	\$500 per year
• 10 to 14 years	\$1000 per year
• 15 to 19 years	\$1500 per year
• 20 to 24 years	\$2000 per year
• 25 years and over	\$2500 per year

Article XXVII – Reference to Gender

All references to employees covered by this agreement shall designate both genders. Whenever the male gender is used or implied it shall be understood to include both male and female employees.

Article XXVIII – Retirement

For all Career Firefighter Personnel hired prior to January 1, 2013, the retirement plan in effect under New York State Police and Firefighters Retirement System 384(d), special non-contributory Tier II and 384(d) special non-contributory Tier V shall be continued.

Career Firefighters hired after January 1, 2013, who are designated Tier V or higher in the New York State Police & Firefighters Retirement System are subject to any employee contributory requirements as set forth by the specific plan they participate in.

For all Public Safety Dispatchers, the retirement's plan under New York State Employee Retirement System shall be continued.

Medical insurance shall be provided for members of the bargaining unit who retire from the Gates Fire District up until eligibility for full Medicare Healthcare benefits. This coverage will be the same plan as provided to current full time employees covered under this contract, including single, two-person and family plans. The cost to the retiree will be assessed on an annual basis at similar rate in accordance with Article XXVII (Medical Insurance) of this contract.

Retirees are also eligible for dental plan coverage, the same plan provided to current full time employees covered under this contract. Cost to the retiree will be assessed on an annual basis at the rate of 50% by the District, and 50% by the Retiree.

To be eligible for health and dental insurance benefits, the employee must achieve a minimum twenty (20) years of full time service to the District, and participation in the New York State Police and Firefighters Retirement System or the New York State Employees

Retirement System prior to retirement, and be collecting a pension from either Retirement System. The retiree will not be eligible for the alternate health care opt-out benefit option.

In the event the retiree obtains other employment, and is offered medical and/or dental insurance coverage that is equal to or greater than the Gates Fire District's contract coverage, the retiree shall be obligated to accept the coverage from the new employer during that time of employment.

When the retiree reaches the age of eligibility for full Medicare healthcare benefits, the retiree will have the option of supplementing Medicare coverage with a Medicare Supplementary Plan. In choosing this option, the cost to the retiree will be assessed on an annual basis at the rate in accordance with Article XXVII (Medical Insurance) of this contract. This supplementary coverage will be a single or two-person plan only.

Upon the passing of a retiree, the surviving spouse or domestic partner will be eligible to continue coverage for up twelve (12) months at the same rates. After twelve (12) months, the surviving spouse or domestic partner can elect to continue coverage with no financial contribution from the Fire District.

All members of the bargaining agreement who retire from the Gates Fire District shall be eligible for services provided by the Employee Assistance Program at no cost to the retiree.

Article XXIX – Deferred Compensation & Supplemental Insurance Plans

The Gates Fire District will act as the administrator of deferred compensation and supplemental health insurance plans for full-time employees. The deferred compensation and supplemental health insurance programs will be mutually agreed upon by the District and the Union, following federal and state guidelines and practices. The District agrees not to levy administrative costs or fees to employees for such programs.

Article XXX – Exchange of Duty

Employees may be permitted to exchange hours or tour of duty subject to the following restrictions:

1. Members of the bargaining unit must notify the Career Officer in writing before the proposed switch. The Career Officer must approve the switch.
2. Dispatchers must notify the Career Officer in writing before the proposed switch. The Career Officer must approve the switch.

Article XXXI – Uniforms & Protective Clothing

Members of the bargaining unit are provided with all necessary uniforms and all firefighting protective clothing. While on duty, members are required to wear the appropriate uniforms and equipment as directed by the Fire Chief.

Each member of the bargaining unit shall receive uniforms in accordance with the following:

1. One (1) complete dress uniform along with badge, name plate, collar brass, dress cap and tie will be issued to each member prior to completion of their recruit academy or introductory training.
2. Four (4) work uniforms (polo shirt, pants, and t-shirt) will be issued to each member upon appointment.
3. Two (2) uniform shirts with one (1) badge, name plate, and set of collar brass will be issued to each member upon appointment.
4. Two (2) fitness uniforms (t-shirt and shorts or sweat pants) will be issued to each member upon appointment.
5. One (1) winter jacket, one (1) Wek or job shirt, one (1) watch cap, one (1) belt and one (1) ball cap will be issued to each member upon appointment.
6. The Fire District will pay up to \$90.00 for work shoes or station boots annually.

The Gates Fire District / IAFF patch will be placed on all uniforms for members of the bargaining unit, except for the dress uniform. Only members of the bargaining unit shall be entitled to display the Gates Fire District / IAFF patch.

There will be one (1) uniform replacement purchase made by the Fire District for all members of the bargaining unit and all District employees each year. A District Uniform Purchase form with requested replacement items listed will be submitted by each member to the Fire Chief's Office for approval by the Fire Chief or his designee.

Uniform items that are damaged, stolen, lost or prematurely worn out at other times throughout the year will be replaced as needed upon approval of the Fire Chief or his designee.

Members wishing to purchase personal firefighting protective clothing items shall first have those items approved in writing by the Fire Chief or his designee prior to use.

Members leaving employment shall return all issued uniforms and equipment. Upon retirement, a member shall be allowed to retain his/her complete dress uniform along with badge, nameplate, collar brass, dress cap and tie.

Article XXXII – Jury Duty

Members of the bargaining unity shall be granted excused time off with pay when they are required to report for jury duty during scheduled work times. An employee must notify the Career Officer immediately upon receipt of a jury duty summons and/or provide proof of jury selection.

Employees are required to work all available reasonable hours outside of those actually required for jury duty service, in accordance with the employee's regular work schedule. A member of the bargaining unit who is working a night shift (1700-0700) and has been

summoned to report for jury duty the following morning shall be excused from duty at 22:00 for the remainder of the shift with pay. If working a day shift (0700-1700) and released prior to 12:00 noon the employee must return to duty.

An employee on jury duty service shall continue to receive regular pay for the duration of such service.

Article XXXIII – Medical Surveillance

The Fire District agrees to maintain its system of physical examinations through the District designated health care physician or facility. All employees covered under this agreement are required to receive such an examination annually to assure their capabilities to perform the duties assigned to them. All members of the bargaining unit must meet the physical requirements or standards as set forth by the Fire District Health & Safety Committee and District designated healthcare physician or facility.

Any employee who fails to meet the requirements at the time of their annual examination shall have the opportunity to be reexamined as soon as scheduling allows. If upon completion of a second examination the employee does not meet the requirements, the employee will be referred to their personal physician for appropriate medical treatment or guidance in order to rectify any deficiencies or abnormalities.

Any employee that does not pass such annual physical examination, and thereby fails to meet the District requirements for their position by reason of a disability, other than a disability resulting from occupational injury or disease as defined in the Worker's Compensation Law, shall be placed on authorized medical leave without pay for a maximum of six (6) months. Said employee shall be entitled to all accrued vacation time, compensatory time and / or long-term disability provided by the District. Upon the advice of the employee's personal physician, an employee, at any time during the six (6) month period, may request to be reexamined in an attempt to pass the portion of the initial physical examination that was failed.

At the end of the first six (6) month period of authorized medical leave set forth herein above, any employee that has not yet returned to service to active duty shall be given a second examination by the District designated health care facility. Employees that do not pass the physical examination shall be given an additional unpaid authorized medical leave up to a maximum of six (6) months. Any employee qualifying for a second six (6) month period of authorized medical leave shall be given a third physical examination at the end of the second six (6) month period unless requested sooner by the employee. Any employee not passing this examination shall be terminated and their position filled by permanent appointment.

While on authorized medical leave as defined herein, an employee will continue to receive all health insurance, life insurance and retirement benefits allowed to all District employees of their position.

Article XXXIV – Physical Fitness

The Fire District and Local 3792 agree that the work duties of Career Firefighters or Dispatchers can be physically and/or mentally demanding. Members of the bargaining unit agree to maintain their fitness levels to perform their jobs and the District agrees to allow the employees time while on duty for exercise and physical fitness, and to provide the appropriate physical fitness program. Members of the bargaining unit shall agree to participate in the prescribed Gates Fire District exercise and fitness training program.

Article XXXV – Rules and Regulations

The Board of Fire Commissioners and/or Fire Chief retain the sole right to adopt rules and regulations including Standard Operating Procedures, Administrative Orders, Rules and Regulations and Operational Guidelines for the operation and administration of the District at their discretion. The Board and/or Fire Chief further retain the sole right to amend, modify or delete such rules and regulations from time to time at their discretion. Such rules and regulations shall not contradict the specific language of any article or section of this agreement.

Before adoption of a new or revised rule and regulation, the Union President shall be provided with a copy of the proposed rule or regulation change and shall be given a reasonable opportunity to comment upon the new or revised rule or regulation. Such opportunity to comment, however, will not in any way impair the District and/or Fire Chief's unilateral right to implement the revised rule or regulation. The District and/or Fire Chief will, where practical, allow thirty (30) days prior to enacting changes.

Article XXXVI – Labor / Management Committee

A Fire Labor / Management Committee will meet for the purpose of discussing and attempting to resolve matters of mutual concern during this contract period. This Committee shall not consider existing grievances nor shall it be a forum for collective bargaining.

The Committee shall be limited to no more than three (3) labor and three (3) management members and will meet at the call of the Chairman of the Fire Commission or his designee or the President of the Union or his designee. Any expenses incurred in said meeting shall be borne equally by both parties to this contract.

Article XXXVII – Union Business

The President of the Union and/or designees shall be granted up to 144 hours paid leave of absence to perform Union business including, but not limited to, attendance at regular and special meetings, conventions, seminars, conferences and activities related to grievance procedures without loss of pay. All requests for union paid leave must have prior approval of the Career Officer with at least twenty-four (24) hours of advance notice and then immediate notification to the Fire Chief.

Such time off shall not reduce the staff to below minimum staffing levels.

Article XXXVIII – Salary

All members of the bargaining unit shall receive annual salaries with increases for each rank or category as outlined in the attached pay scale (see Appendix One) for the years 2013, 2014, 2015, 2016.

Article XXXIX – Section 204 Notice

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION, BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article XL – Terms of Agreement

This agreement shall be effective as of the 1st day of January 2013, and remain in full force and effect until midnight of the 31st day of December 2016. It shall be renewed on a four-year term, unless either party shall have notified the other in writing between May 1st and May 30th in the final year that it desires to modify the agreement. Furthermore, contract negotiations and/or bargaining table procedures shall commence after said notification of the final contract year on dates and times mutually agreed upon by both the District and Union.

In the event any successor agreement becomes effective AFTER the 1st day of January 2013, any and all salary increases shall be made retroactive back to January 1st, 2013. Furthermore, any and all back wages resulting from retro-active salary increases being held pending contract ratification shall be paid to employees within thirty (30) calendar days of the effective date of the new ratified contract.

Article XLI – Alcohol & Drug-Free Workplace

The District is committed to providing employees with a work environment that is free of the problems associated with the use and unlawful possession of controlled substances or alcohol. We also are responsible for providing our community with quality service at reasonable costs in a safe and efficient manner. As a condition of employment with our District, all employees are required to fully comply with the provisions of this policy.

Definition of Controlled Substances

"Controlled substances" are defined as those drugs listed in Schedules I through V of Section 202 of the Federal Controlled Substances Act, 21 U.S.C. 812 and include, but are not limited to: marijuana, cocaine (including "crack" and other cocaine derivatives), morphine, codeine, Phenobarbital, heroin, amphetamines and many barbiturates.

Unauthorized Presence of Controlled Substances and/or Alcohol in the Workplace

The unauthorized use, sale, purchase, possession, distribution, dispensation, formulation, manufacture or transfer of controlled substances or alcohol on District property, or any location at which District business is conducted, including District vehicles and any private vehicle parked on District premises or work sites, is strictly prohibited.

Further prohibited is the unauthorized use, sale, purchase, possession, distribution, dispensation, formulation, manufacture or transfer of controlled substances or alcohol on non-working time off District premises to the extent such actions impair an employee's ability to perform his or her job or otherwise adversely affects the District's business interests.

Reporting the Use of Prescription Drugs

Employees who are taking drugs prescribed by a physician, dentist or other licensed practitioner which may affect their ability to safely perform their job must obtain a written statement from their attending physician. This statement must specify any work restrictions and is to be given to the District Health and Safety Officer or his designee prior to starting work under the influence of this drug(s).

For Cause Testing

If there is reasonable cause to indicate that an employee has consumed, or is under the influence of controlled substances or alcohol at work, the employee may be required to undergo testing. Refusal to consent to testing may result in disciplinary action up to and including termination.

Reasonable cause includes, but is not limited to, the following:

- Documented on-going performance problems such as, but not limited to: unexplained frequent absences, pattern of absences, tardiness, or failure to follow directions;
- Observable physical signs and symptoms of possible impairment; or
- Presence of drug/alcohol paraphernalia.

Post Accident

An employee who is operating district apparatus and who becomes involved in a personal injury or substantial damage accident will be required to submit to alcohol and/or drug screening as part of the accident investigation.

Refusal to consent to testing may result in disciplinary action up to and including termination.

Employee Assistance Program (EAP)

The Gates Fire District provides an EAP for employees and their family members. Employees are encouraged to use the EAP whenever they feel the need to discuss personal issues. For employees who have difficulty handling drugs or alcohol, the EAP can provide information on treatment. The EAP is a confidential service.

VIOLATION OF POLICY

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

ADDITIONAL INFORMATION

The Board of Fire Commissioners and the Fire Chief are responsible for the administration of this policy.

Appendix 1

SALARY SCHEDULE

Firefighter / Firefighter Mechanic

<u>2013-1/2%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2014-1/2%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2015 - 1.0%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2016-1.0%</u>	<u>Per Hour</u>	<u>Annual Wage</u>
Start	\$19.57	\$42,740.88	Start	\$19.67	\$42,954.58	Start	\$19.86	\$43,384.13	Start	\$20.06	\$43,817.97
6 Mo.	\$21.12	\$46,126.08	6 Mo.	\$21.23	\$46,356.71	6 Mo.	\$21.44	\$46,820.28	6 Mo.	\$21.65	\$47,288.48
15 Mo.	\$24.10	\$52,634.40	15 Mo.	\$24.22	\$52,897.57	15 Mo.	\$24.46	\$53,426.55	15 Mo.	\$24.71	\$53,960.81
24 Mo.	\$26.26	\$57,351.84	24 Mo.	\$26.39	\$57,638.60	24 Mo.	\$26.66	\$58,214.99	24 Mo.	\$26.92	\$58,797.14
36 Mo.	\$28.22	\$61,632.48	36 Mo.	\$28.36	\$61,940.64	36 Mo.	\$28.64	\$62,560.05	36 Mo.	\$28.93	\$63,185.65
48 Mo.	\$29.89	\$65,279.76	48 Mo.	\$30.04	\$65,606.16	48 Mo.	\$30.34	\$66,262.22	48 Mo.	\$30.64	\$66,924.84
60 Mo.	\$32.00	\$69,888.00	60 Mo.	\$32.16	\$70,237.44	60 Mo.	\$32.48	\$70,939.81	60 Mo.	\$32.81	\$71,649.21

Lieutenant

<u>2013-1/2%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2014-1/2%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2015 - 1.0%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2016-1.0%</u>	<u>Per Hour</u>	<u>Annual Wage</u>
Start	\$33.15	\$72,399.60	Start	\$33.32	\$72,761.60	Start	\$33.65	\$73,489.21	Start	\$33.99	\$74,224.11
6 Mo.	\$34.31	\$74,933.04	6 Mo.	\$34.48	\$75,307.71	6 Mo.	\$34.83	\$76,060.78	6 Mo.	\$35.17	\$76,821.39
15 Mo.	\$35.44	\$77,400.96	15 Mo.	\$35.62	\$77,787.96	15 Mo.	\$35.97	\$78,565.84	15 Mo.	\$36.33	\$79,351.50
18 Mo.	\$36.58	\$79,890.72	18 Mo.	\$36.76	\$80,290.17	18 Mo.	\$37.13	\$81,093.08	18 Mo.	\$37.50	\$81,904.01

Captain

<u>2013 1/2</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2014-1/2%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2015 - 1.0%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2016-1.0%</u>	<u>Per Hour</u>	<u>Annual Wage</u>
Start	\$37.12	\$81,087.54	Start	\$37.31	\$81,492.97	Start	\$37.68	\$82,307.89	Start	\$38.06	\$83,130.96
6 Mo.	\$37.87	\$82,709.29	6 Mo.	\$38.06	\$83,122.83	6 Mo.	\$38.44	\$83,954.05	6 Mo.	\$38.82	\$84,793.59

Dispatcher

<u>2013-1/2%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2014-1/2%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2015 - 1.0%</u>	<u>Per Hour</u>	<u>Annual Wage</u>	<u>2016 - 1.0%</u>	<u>Per Hour</u>	<u>Annual Wage</u>
Start	\$17.67	\$38,591.28	Start	\$17.76	\$38,784.24	Start	\$17.94	\$39,172.08	Start	\$18.12	\$39,563.80
6 Mo.	\$18.66	\$40,753.44	6 Mo.	\$18.75	\$40,957.21	6 Mo.	\$18.94	\$41,366.78	6 Mo.	\$19.13	\$41,780.45
15 Mo.	\$20.08	\$43,854.72	15 Mo.	\$20.18	\$44,073.99	15 Mo.	\$20.38	\$44,514.73	15 Mo.	\$20.59	\$44,959.88
24 Mo.	\$21.64	\$47,261.76	24 Mo.	\$21.75	\$47,498.07	24 Mo.	\$21.97	\$47,973.05	24 Mo.	\$22.19	\$48,452.78
36 Mo.	\$23.63	\$51,607.92	36 Mo.	\$23.75	\$51,865.96	36 Mo.	\$23.99	\$52,384.62	36 Mo.	\$24.23	\$52,908.47

Appendix 2

GATES FIRE DISTRICT / UNION PATCH



Appendix 3
SIGNATURES

GATES FIRE DISTRICT

By: _____ District Seal
Larry Martell, Chairman, Gates Fire District, Board of Fire Commissioners

Date: _____

GATES CAREER FIREFIGHTERS and DISPATCHERS ASSOCIATION

By: _____ L3792 Seal
Anthony J. Dentino, President, Gates Career Firefighters and Dispatchers Association
International Association of Firefighters, Local 3792

Date: _____