

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**GREECE UNIFORMED FIRE OFFICERS' ASSOCIATION  
IAFF Local #4640**

**And the**

**BARNARD FIRE DISTRICT**

**January 1, 2012 through December 31, 2015**

Final  
December 27, 2011

Initials

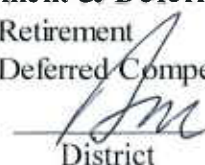
  
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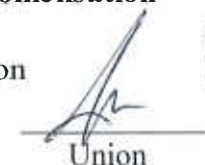
  
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## PREAMBLE

- 1.1 Preamble.** This collective bargaining agreement (hereinafter the “Agreement”) is by and between the Barnard Fire District (hereinafter the “District”) and the Greece Uniformed Fire Officers’ Association, Local #4640, International Association of Fire Fighters, AFL-CIO (hereinafter the “Union”). It is the purpose of this agreement to achieve and maintain harmonious relations between the District and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment for the full-time employees of the District who occupy the civil service classification of Fire Lieutenant or Fire Captain.

## ARTICLE 2 DEFINITIONS

- 2.1** “**Agreement**” refers to this collective bargaining agreement.
- 2.2** “**District**” refers to the Barnard Fire District.
- 2.3** “**Union**” refers to the Greece Uniformed Fire Officers’ Association, Local #4640.
- 2.4** “**President**”, “**Vice President**”, “**Secretary**”, and “**Trustee**” refer to the respective officers of the Union.
- 2.5** “**Executive Board**” refers to the Executive Board of the Union. The Union shall notify the District in writing of any changes to the membership of the Executive Board.
- 2.6** “**Member**” and “**Employee**” refer to all full-time employees of the District who occupy the civil service classification of Fire Lieutenant or Fire Captain, regardless of their membership status with the Union pursuant to the regulations set forth in Article 3 of this Agreement.
- 2.7** “**Lieutenant**” refers to all full-time employees of the District who occupy the civil service classification of Fire Lieutenant regardless of their membership status with the Union pursuant to the regulations set forth in Article 3 of this Agreement.
- 2.8** “**Captain**” refers to all full-time employees of the District who occupy the civil service classification of Fire Captain regardless of their membership status with the Union pursuant to the regulations set forth in Article 3 of this Agreement.
- 2.9** “**Board**” refers to the Board of Fire Commissioners of the Barnard Fire District.
- 2.10** “**Assistant Chief**” refers to the Career Assistant Chief or his replacement as designated by the Board. A designated replacement will be named by the Board for long term absence of the Assistant Chief such as vacation, illness, etc. Written notification of such a designation will be provided to the Union.
- 2.10.1** In the event that the Board promotes or appoints a Career Deputy Chief or Career Chief without removing the position of Assistant Chief, all clauses of the Agreement which pertain to the authority and/or privilege granted to the Assistant Chief shall become the sole authority or privilege of the highest ranking Career Chief.
- 2.11** “**Management**” refers to the Board and all Chief Officers.
- 2.11.1** The board may designate additional management personnel in writing to the Union a minimum of fifteen (15) days prior to the effective date of the designation.
- 2.12** “**Supervisor(s)**” and “**Officer(s)**” refers to any Career Fire Lieutenant or Career Fire Captain, Incident Commander or any Career Firefighter or Firefighter/Paramedic while filling the position of Acting Lieutenant.
- 2.13** “**Chief Officer**” refers to any Assistant Chief, Deputy Chief, or Chief as appointed by the Board, and regardless of Civil Service classification.
- 2.14** “**MTO**” refers to the Board designated Municipal Training Officer for the District.

- 2.15 **“Duty Officer”** refers to the position of supervising group officer and refers to any employee assigned to function in that role. An employee assigned to the role of Duty Officer will remain available to respond to emergencies with the duty crew, and will ride on the apparatus on which the duty crew is assigned.
- 2.16 **“CPLR”** refers to the NY Code Civil Practice Laws and Rules.

### ARTICLE 3 RECOGNITION, DUES & AGENCY SHOP

- 3.1 **Exclusive Bargaining Unit.** The District recognizes the Union as the exclusive bargaining unit and negotiating representative for all full-time paid employees with the civil service classification of Fire Lieutenant or Fire Captain, and excluding all other employees, including full-time and part-time Firefighters, Firefighter/Paramedics, full-time EMTs, full-time EMT/Laborers, part-time Laborers, Chiefs, Chief Officers administrators, and office and clerical employees; and excluding all volunteer personnel.
- 3.2 **Agency Shop.** As required by law, this is an Agency Fee agreement, under which all bargaining unit members are required to pay a uniform amount as representation costs, whether or not they choose to become and/or remain members of the Union.
- 3.3 **Refund of Political Action Fees.** The Union shall maintain a procedure that provides for the refund to any employee demanding the same of this pro-rata share of the expenditures by the Union in aid of activities or caused of a political or ideological nature only incidentally related to terms and conditions of employment.
- 3.4 **Dues & Fees.** Agency Fee deductions, membership dues, fees and assessments, and other deductions agreed upon by the District and the Union shall be deducted bi-weekly and forwarded to the Secretary/Treasurer of the Union not later than 14 days from the pay-date of the deductions.
- 3.5 **Deduction Authorizations.** The Union shall maintain and provide copies to the District of written deduction authorization for all Union dues, fees, assessments, and other deductions for each Member.
- 3.6 **Revocation of Deduction Authorizations.** Upon receipt by the District of a written revocation of a dues deduction authorization, the District shall honor the same, but shall thereafter commence and maintain the required Agency Fee deduction.
- 3.7 **Hold Harmless Clause.** The District shall be responsible for the deduction of fees and dues in accordance with the provisions of the Article, and the Union shall defend and hold harmless the District against any claim arising out of said deductions and transmittal of dues and fees to the Union.
- 3.8 **Changing of Dues & Fees.** The Union may change the amount of dues or other deductions upon written notice to the District. The deduction changes shall take effect during the pay period following receipt of the written notice by the District, unless otherwise specified by the Union for a later date.

### ARTICLE 4 DISCRIMINATION

- 4.1 **Gender References.** All references to members or employees in this Agreement designate both sexes, and wherever either gender is specified, it shall be construed to include both male and female employees.
- 4.2 **Discrimination.** The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, national origin, marital status, arrest record or non-job related disability, as provided under federal and state laws and regulations. In the event of a claim by an employee of unlawful discrimination, the employee may utilize the grievance procedure herein, provided, however, that no such claim may be submitted to arbitration; rather, if unresolved, the claim shall be submitted to the state or federal agency having jurisdiction.

- 4.3 Union Participation.** There shall be no discrimination by the Union or District because any Member has participated in or refrained from membership in the Union; membership in parent organizations or affiliate organizations of the Union; or activities on behalf of any of the aforementioned groups. In the event of a claim of such discrimination, the matter shall be subject to the exclusive jurisdiction of the Public Employment Relations Board.

## ARTICLE 5 DISTRICT RIGHTS

- 5.1 District Rights.** The District retains the sole right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of its service operation to be conducted and rendered and the methods, process and means used in operating its services and the control of the buildings, real estate, materials and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in supplying its services shall be performed by employees covered by the Agreement; to maintain order and efficiency in all work assigned, including the right to discipline, suspend, and discharge employees; to determine the hours of work; to promulgate and enforce rules and regulation for the conduct of employees; provided, however, that the forgoing rights shall be subject to any limitations that are contained in any article or section of this Agreement.
- 5.2 Retention of Rights.** The above rights of the District are not all-inclusive, but indicate the types of matters or rights that belong to and are inherent to the District through the Board. Any and all rights, powers and authority held by the District prior to entering into this Agreement, including all common law management rights and prerogatives, as well as rights arising under the laws of the State of New York or the United States, are retained and preserved by the District, except as expressly and specifically abridged, delegated, granted or modified by a specific provision of the Agreement.
- 5.3 Failure to Exercise Rights.** The failure of the District to exercise a particular management right or function shall not constitute a waiver of the District's right to exercise such management right or function.

## ARTICLE 6 POLICIES & PROCEDURES

- 6.1 Adoption.** The Board retains the sole discretion to adopt policies and procedures for the operation and administration of the District. The Board further retains the sole discretion to amend, modify or delete such policies and procedures from time to time. Such policies and procedures shall not contradict the specific language of any article or section of this Agreement.
- 6.2 Union Review Period.** Before adoption of a new or revised policy or procedure, the Union shall be provided with a copy of the proposed policy or procedure, and shall be given a reasonable opportunity to comment upon the proposed new or revised policy or procedure. Such opportunity to comment, however, will in no way impair the District's unilateral right to implement the new or revised policy or procedure.
- 6.3 Notice of Adoption.** Upon adoption of any new or revised policy or procedure of the District which effects the wages, hours, or terms and conditions of employment for employees shall be provided to all employees in writing a minimum of fifteen (15) days prior to the effective date of the policy or procedure, unless the Board or Assistant Chief deems the policy or procedure to be of crucial importance to the safety of employees or operation of the District.
- 6.4 Right to Grievance.** Any rule or regulation of the Fire District affecting the wages, hours or terms and conditions of employment for employees shall be subject to the right of the employee to file and process a grievance to protest any unfair application or discriminatory enforcement.

- 6.5 Provision to Employees.** The District shall provide each employee with a current written copy of all policies and procedures, and each employee shall acknowledge receipt in writing. New or revised policies and procedures shall be provided to employees in writing upon adoption of the policy or procedure.
- 6.6 Electronic Notifications.** The District shall be permitted to utilize electronic means to distribute and/or obtain acknowledgement of notifications required by Sections 6.2, 6.3 and 6.5, so long as the electronic mechanism is easily accessible to all employees and is provided to the employees by the District at no cost to the employee.

## ARTICLE 7 DISCIPLINE & DISCHARGE

- 7.1 Applicable Law.** All disciplinary action, including suspensions and terminations, shall be conducted in accordance with Section 75 of the Civil Service Law with exception of those matters covered under Section 7.4 below.
- 7.2 Union Representation.** An employee subjected to a pre-disciplinary interview or interrogation shall be informed of his right to Union representation, but this shall not apply to written or verbal counseling of a corrective nature administered by Management or Supervisors, which shall not be considered formal discipline. The Union shall be provided a copy of any written counseling memo with employee's consent.
- 7.3 Hearing Officers.** The selection of a hearing officer to conduct a Section 75 hearing shall be chosen from a list of hearing officers and will be mutually agreed upon by the District and Union.
- 7.4 Command Discipline.** The District may offer, and an officer may agree to accept command discipline without the notice and hearing rights afforded by Civil Service Law for minor violations of the District's rules and regulations, general orders, or code of conduct.
- 7.4.1** Once the District and the officer have agreed to command discipline in writing, then the discipline shall be final and shall not be subject to the grievance procedure or subject to appeal in any other manner, including a proceeding under Article 78 of the CPLR.
- 7.4.2** Command discipline of an employee shall not establish a precedent for the discipline of any other employee.

## ARTICLE 8 GRIEVANCE PROCEDURE

- 8.1 Applicability.** The term "Grievance" shall be defined as a dispute between the Union and the District arising out of the application or interpretation of a provision of this Agreement. Grievances shall be subject to resolution through this procedure, except as otherwise specifically outlined in Article 4 and Section 8.2 of the Agreement.
- 8.2 Civil Service Matters.** This procedure shall not apply to (a) any matter that is reviewable pursuant to administrative procedures or the rules of Civil Service, and (b) matters of discipline and discharge that are subject to Section 75 of the Civil Service Law.
- 8.3 Terms of Grievance.** All grievances shall be submitted and appealed in writing, and all decisions shall be in written form. The time limits for filing or appealing a grievance are considered mandatory and conditions precedent to arbitration, unless waived or extended by written agreement. The failure of the District to answer a grievance in a timely fashion shall permit the grievant to appeal to the next stage as if the written decision had been delivered on the last day of the time limit.

- 8.4 Initial Grievance.** A written grievance must be presented to the Assistant Chief not later than fifteen (15) calendar days after the act or omission-giving rise to the grievance, and the member shall furnish a copy to the Union President. The Assistant Chief and another member of management shall discuss the grievance with the employee and his Union representative. The Assistant Chief shall provide a written answer within fifteen (15) calendar days from the date on which the written grievance was submitted to him.
- 8.5 Appeal to Board.** An appeal of the Assistant Chief's decision must be made in writing to the Secretary of the Board within fifteen (15) calendar days. At its next regularly scheduled meeting, the Board shall consider the grievance, or it shall set a time and date for the grievance to be heard within fifteen (15) calendar days thereafter. The Board shall render a decision on the grievance within fifteen (15) calendar days after the grievance is heard.
- 8.6 Arbitration.** With the permission of the Union, a member may appeal a decision of the Board to final and binding arbitration, by written appeal to the Secretary of the Board within fifteen (15) calendar days after the Board decision is rendered. The Union and the District will then use the procedures of the Public Employment Relations Board in selecting an arbitrator, who shall be subject to the following limitations: (a) the arbitrator shall decide only one grievance, except upon mutual consent; (b) the arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement; (c) the arbitrator may not award retroactive relief in any case except the matter before him.
- 8.7 Expenses.** The parties shall share the fees and expenses of the arbitrator, but all other expenses shall be borne by the party incurring them.

## ARTICLE 9 PROMOTIONAL ANNOUNCEMENTS & EXAMINATIONS

- 9.1 Posting.** Announcements for promotional examinations shall be posted conspicuously in the firehouse.
- 9.2 Time Off.** Employees shall be granted time to take the exam by allowing a shift transfer/trade day (if practical) or the use of compensatory time if a promotional exam is scheduled during their normal shift hours.

## ARTICLE 10 UNION NOTIFICATION

- 10.1 Notification & Time Frame.** Unless otherwise specified, all required notifications to the Union provided for within the Agreement shall be made in writing within 7 days from the event which precipitated the notification to the Vice President. In the event that the Vice President is not available after a reasonable attempt to contact him, or that the Vice President is involved in the incident that would otherwise precipitate his notification, notification should be made to the Trustee, or to the President of the Union.

- 10.2 Seniority List.** The District will establish and provide to the Union a current seniority list for All Members, Lieutenants, and Captains, which shall be updated as necessary (new hires, leaves of absence, promotions, layoffs, etc.).
- 10.2.1** Subject to Civil Service Law requirements, seniority shall be determined by the length of continuous service an employee has with the District from the date of full-time employment as a civil service firefighter. An employee's seniority shall be suspended, but not broken, by transfer to a position with the District outside the bargaining unit. In the case of employees with the same start date, the tie shall be broken first by position on the civil service list (if applicable), next by the date of appointment, and then alphabetically by last name first. An employee who resigns or is terminated shall lose his seniority, except as may be required under the Civil Service Law or Military Law.
- 10.3 Notifications.** The Vice President shall be provided with the following information concerning union members as soon as possible: new appointments, promotions, transfers, terminations, leaves of absence (in excess of one month), serious injuries (requiring hospital admission), or deaths.

## ARTICLE 11 UNION BUSINESS

- 11.1 Union Release Time.** The Vice President of the Union and/or his designee shall be allowed a maximum of forty-eight (48) hours per year as release time without loss of pay, in not less than one hour increments per individual if the Vice President arranges for a replacement or not less than 3 hours if the Vice President asks the Assistant Chief to arrange the replacement. This allowance is for the following purposes: grievance investigation (provided this cannot be done during working time); local, state or national union meetings, conventions or seminars; grievance hearings; PERB proceedings or other legal matters involving the Union.
- 11.2 Bulletin Board.** The Union will be allowed the exclusive use of a bulletin board in the firehouse in an approved area for official Union communication. Materials placed on such boards shall not contain any material derogatory of the District, Union or Volunteer Fire Department, their policies, procedures or personnel.
- 11.3 Cabinets.** The Union will be allowed to maintain a file cabinet and a supply cabinet for the purpose of keeping Union material, documentation and supplies in an approved area in the firehouse.
- 11.4 Union Meetings.** The Union shall be allowed to conduct regular and special union meetings on Fire District grounds, so long as the meetings schedules are forwarded to the Assistant Chief no less than 60 days in advance for regular meetings and no less than 14 days in advance for special meetings and so long as the meetings do not impose upon other Fire District business and events. On-duty personnel shall be permitted to attend Union meetings so long as the meeting does not conflict with other District Business and on-duty personnel remain available to respond promptly to any District business which may arise.

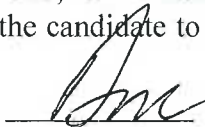
## ARTICLE 12 EDUCATION & TRAINING

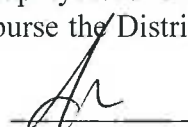
- 12.1 On The Job Fire Training.** The District will continue training programs wherein employees will receive on the job, fire related training. This on the job training shall include, but not be limited to, the minimum requirements for annual training for career firefighters as outlined by New York State law and shall be made reasonably accessible to employees.

  
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- 12.2 **Compensated Training.** Compensated Training shall be paid for by the District including costs of tuition, registration, travel, lodging, and books or supplies. Employees will be compensated for the hours missed from work to attend training at their regular rate, and will be compensated at their extra time rate for the number of hours spent attending training that exceed the number of hours missed from work.
- 12.3 **On-Your-Own Training.** "On-Your-Own" training shall be covered in full by the employee, with the exception of any required sponsorships/insurance coverage. All expenses for tuition, registration, travel, lodging, meals, books or supplies are the responsibility of the employee. All regular work hours must be covered with accrued time, vacation, or swaps. "On Your Own" training may only occur at the request of the employee.
- 12.4 **EMS Training.** The District will continue to provide ALS & BLS core-content and CME training in-house to employees. Due to the nature of EMS training some classes required for certification may have to be taken off-site. This training shall be made available to all employees on or off duty.
  - 12.4.1 It is understood that some EMS classes may not be available in-house as a result of class and instructor availability. In such cases, the District agrees to pay tuition or enrollment fees associated with any classes required for recertification. This benefit shall not apply to classes that have already been offered in-house during the course of an employee's certification for that particular class.
  - 12.4.2 An employee shall be compensated at the employee's extra time hourly rate for any on-site or off- site EMS training up to twenty-four (24) hours per calendar year. The training must be pre-approved by the Board or its designee. Training attended under Sections 12.4.3 and 12.5 shall not count towards the 24 hour annual maximum.
  - 12.4.3 The District may request that employees attend off-site EMS training, or EMS training above and beyond what is required for their NYS EMT-B, EMT-I or EMT-P certification and/or recertification. Such training shall be considered Compensated Training as defined in Section 12.2 above.
- 12.5 **EMS Advancement Training.** Any employee who wishes to advance their EMS certification beyond their current level to either the EMT-I or EMT-P level, shall be granted leave time without loss of pay for attendance at an approved NYS certification course, subject to the following conditions:
  - 12.5.1 In order to qualify for release time, an employee must have completed twelve (12) full months of service for an EMT-I certification, or twenty-four (24) full months of service for the EMT-P certification. Such length of service must be completed prior to the start of the course.
  - 12.5.2 Employees must submit their request in writing, to the Chief Paramedic & Career Assistant Chief no later than 60 days before the start of the class. Once approved by them, it will be forward to the Board for a final decision on the request.
  - 12.5.3 Leave time shall be granted for attendance in mandatory classroom sessions only. The employee is expected to schedule clinical rotations, field ride time, etc. during their non-working hours, or utilize vacation or accrued time for those activities.
  - 12.5.4 The employee shall be responsible for any tuition, textbooks, and other classroom materials required for attendance in associated classes.
  - 12.5.5 In the event that multiple qualified employees make requests for the same certification classes, and the Assistant Chief deems that their attendance at such class will place an excessive burden on the operation of the Fire District, then class attendance shall be granted based on seniority.
  - 12.5.6 A member who is approved for this training must successfully complete the course, clear in the MLREMS system, agree to retain the certification, and continue employment with the District for 5 years. Failure to do this will require the candidate to reimburse the District for any costs incurred when leave time was granted.

  
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- 12.6 **Mandated Training.** The District may require or request that employees attend off-site training. The Assistant Chief and/or MTO shall make recommendations to the Board about what training is appropriate, how many and which employees should attend, and at what times the employees should attend. Training of this nature shall be considered Compensated Training as defined in Section 12.2 above.
  - 12.6.1 A minimum of thirty (30) days notice must be provided to employees for MANDATORY out of county training, unless the employee is agreeable otherwise.
- 12.7 **Requested Training.** Employees may request additional training opportunities in writing to the MTO, Chief Paramedic or Assistant Chief based on the type of request. Requests should be submitted as early as possible to facilitate planning and/or budgeting for such training. Such requests may be subject to approval by the Board.
- 12.8 **Course Materials.** Any books or course materials paid for by the District, beyond the cost of tuition or enrollment, under the terms of Full Compensation training, shall become the property of the District. At the option of the employee, they may purchase their own books or course materials and subsequently retain possession of said materials.
- 12.9 **Meals Reimbursement.** Employees attending approved District training will be reimbursed for meals based on the present Board Resolution for Meal Reimbursement. This will not include 1-day training sessions occurring within Monroe County or "On Your Own" training.
- 12.10 **Mileage.** Employees attending approved District Training will be reimbursed for miles traveled from the firehouse to a training destination based on the present Board Resolution on Mileage Reimbursement. This will not include 1-day training sessions within Monroe County or "On Your Own" training. In lieu of mileage the District may offer the use of a district vehicle for training purposes.
- 12.11 **Accrued Time Compensation.** In lieu of monetary compensation the employee may take in accrued time, any compensated training hours provided that it shall not exceed the allotted hours as stated in Section 15.2 of this agreement.

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**ARTICLE 13  
SALARY, LONGEVITY & INCENTIVE PAY**

**13.1 Salary.** The following salary schedules shall be applied to Union members during the term of this Agreement. No adjustments in salary will occur after the completion of the term of this Agreement except through negotiations or interest arbitration. Hourly rates shall be based on a forty (40) hour workweek (2080 hours annually).

**PERCENTAGES**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<b>Salary Percentage Increase</b>	0%	1.25%	1.25%	2.00%

**LIEUTENANT (ANNUAL)**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<b>Upon Appointment</b>	\$72,479.00	\$73,384.99	\$74,302.30	\$75,788.35
<b>Completion of FLSTP &amp; 6 month probation</b>	\$73,929.00	\$74,853.11	\$75,788.78	\$77,304.55
<b>After 12 months (1 year)</b>	\$76,147.00	\$77,098.84	\$78,062.57	\$79,623.82
<b>After 24 months (2 years)</b>	\$79,192.00	\$80,181.90	\$81,184.17	\$82,807.86

**CAPTAIN (ANNUAL)**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<b>Upon Appointment</b>	\$83,152.00	\$84,191.40	\$85,243.79	\$86,948.67
<b>After 12 months (1 year)</b>	\$85,231.00	\$86,296.39	\$87,375.09	\$89,122.59
<b>After 24 months (2 years)</b>	\$87,362.00	\$88,454.03	\$89,559.70	\$91,350.89

**LIEUTENANT (HOURLY)**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<b>Upon Appointment</b>	\$34.85	\$35.28	\$35.72	\$36.44
<b>Completion of FLSTP &amp; 6 month probation</b>	\$35.54	\$35.99	\$36.44	\$37.17
<b>After 12 months (1 year)</b>	\$36.61	\$37.07	\$37.53	\$38.28
<b>After 24 months (2 years)</b>	\$38.07	\$38.55	\$39.03	\$39.81

**CAPTAIN (HOURLY)**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<b>Upon Appointment</b>	\$39.98	\$40.48	\$40.98	\$41.80
<b>After 12 months (1 year)</b>	\$40.98	\$41.49	\$42.01	\$42.85
<b>After 24 months (2 years)</b>	\$42.00	\$42.53	\$43.06	\$43.92

**13.2 Paramedic Incentive.** Any member who is certified at the NYS EMT-Paramedic level, and successfully clears in the MLREMS system at the EMT-Paramedic Level, shall have \$4,000 added to his or her annual salary as listed in the corresponding (Annual) charts above and \$1.92/hour added to the hourly rate as listed in the corresponding (Hourly) charts above.

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**13.3 EMT Intermediate Incentive.** Any member who is certified at the NYS EMT-Intermediate level, and successfully clears in the MLREMS system at the EMT-Intermediate level, shall have \$1,000 added to his or her annual salary as listed in the corresponding (Annual) charts above and \$0.48/hour added to the hourly rate as listed in the corresponding (Hourly) charts above.

**13.3.1** Any member who holds a current certification as a NYS-Paramedic, and is system cleared as an EMT-P is not eligible for the EMT-Intermediate incentive.

**13.4 Longevity Pay.** Employees shall be eligible for longevity pay based on total years of service with the Barnard Fire District. Longevity pay will be paid in 26 equal payments added to the employees 26 bi-weekly pay checks throughout the year. Payments shall begin or be adjusted to the next level with the first paycheck following the employees anniversary that qualifies them for each payment amount.

	<u>Annual</u>	<u>Bi-Weekly</u>
<b>After 5 years</b>	\$1,500	\$57.70
<b>After 10 years</b>	\$2,000	\$76.93
<b>After 15 years</b>	\$2,500	\$96.16
<b>After 20 years</b>	\$3,000	\$115.39
<b>After 25 years</b>	\$3,500	\$134.62

**13.5 Fire Service Instructor Incentive.** All employees who meet the requirements of 13.5.1 below shall be eligible to receive a Fire Service Instructor incentive of \$1,000 annually which will be paid as a lump sum payment in a separate check (from the employee's regular paycheck) with the second pay check in October.

**13.5.1** Receipt of this incentive is subject to the standards set forth in Appendix A of this Agreement. The member shall forfeit this incentive if the requirements in Appendix A are not met during the 12-months immediately preceding October 1<sup>st</sup> of each calendar year.

**13.5.2** Employees shall not be eligible to receive this stipend until they have completed 3 full years of full-time employment.

**13.6 Acting Officers Premium.** For all hours worked as an Acting Officer or acting Chief Officer, Lieutenant or Captain shall receive an additional hourly premium of \$2.00 per hour worked in such capacity.

**13.6.1** Only Lieutenants who have passed and are listed on a valid Monroe County Civil Service promotional or open competitive Fire Captain list may serve as an Acting District Captain. In addition, the Lieutenant must meet the qualifications for Captain of the Barnard Fire District.

**13.6.2** Only Firefighters who have passed and are listed on a valid Monroe County Civil Service promotional or open competitive Fire Lieutenant list may serve as an Acting District Lieutenant. In addition, the Firefighter must meet the qualifications for Acting Lieutenant of the Barnard Fire District.

**13.7 Hourly Rates.** The following hourly rates shall be established and utilized for compensation purposes throughout the Agreement.

**13.7.1** The employee's hourly rate, normal hourly rate, extra time rate, extra time hourly rate or regular hourly rate shall be the hourly rate listed in Section 13.1 above, plus any additional hourly premium applicable from Sections 13.2, 13.3 and 13.6. This shall be deemed the "default" hourly rate, and shall be utilized unless the hourly rate in Section 13.7.2 is otherwise specified in a specific article of this Agreement.

**13.7.2** The employee's overtime rate or overtime hourly rate shall be equal to 1.5 times the rate listed in Section 13.7.1 above.

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**ARTICLE 14  
RETIREMENT & DEFERRED COMPENSATION**

- 14.1 Retirement.** Employees shall be eligible for coverage under Retirement and Social Security Law Section 384-d, according to the terms and conditions of those plans.
- 14.2 Deferred Compensation.** The Fire District will maintain a qualified Deferred Compensation Plan (Internal Revenue Code Section 457), with participation, rights and responsibilities subject to the terms of the Plan. The Fire District shall pay all administrative costs associated with this program.

**ARTICLE 15  
WORK SCHEDULES & OVERTIME**

- 15.1 Work Schedule.** The Fire District operates on a twenty-eight day cycle, utilizing 4 duty groups. The normal work schedule for employees assigned to a group is one day (24 hours) working, followed by three days (72 hours) off. Shift change time will be at 08:00 hours. This time may be changed only upon mutual agreement by the Union and the District.
- 15.1.1** At least one Officer shall be assigned to each group as a supervisor.
- 15.1.2** Members not assigned to a group rotation shall be assigned to a regular rotating schedule with an average of 42 hours weekly, except as provided for under section 15.1.5 below.
- 15.1.3** If the Board deems it necessary for the efficient working of the District, one or more Members may be assigned a schedule other than group assignment. Whenever possible the Board shall give any such Members as much notice as possible prior to the implementation of such a schedule.
- 15.1.4** Probationary Members or Members assigned to light or modified duty due to an injury or illness which prevents them from full duty may be assigned to a modified schedule as the Assistant Chief or the Board sees fit.
- 15.2 Accrued Time.** An employee may accumulate accrued time as outlined in the Agreement to a maximum of 192 hours. Accrued time shall not expire, and shall roll forward indefinitely. If an employee has reached the maximum accrued time, and has earned hours, the employee must be paid for the hours. Utilization of accrued time shall be at a time mutually agreed upon by the Assistant Chief. It is always preferred that utilization of accrued time is planned in advance.
- 15.2.1** An officer promoted to lieutenant on or before December 31<sup>st</sup>, 2011 shall be allowed to accumulate up to 240 total hours of accrued time.
- 15.2.2** All members shall be allowed to receive cash payment for earned compensatory time for up to, but not to exceed, forty (40) hours. Such payment will be made as a separate payment the first week in March provided that the member has requested such payment on or before August 1<sup>st</sup> of the previous year. Time requested for payment will be removed from the officer's bank and held until payment in March.
- 15.3 Overtime.** Employees shall be paid at their overtime rate, or take 1.5 hours of accrued time (at the employee's discretion) for each actual hour worked in excess of two hundred and twelve (212) hours in a designated twenty-eight (28)-day period, in accordance with the Fair Labor Standards Act. This twenty-eight (28) day period shall be tracked by the Assistant Chief.
- 15.4 Short Notice Overtime.** Employees shall be paid at their overtime rate, or take 1.5 hours of accrued time (at the employee's discretion) for each actual hour worked outside their normal work schedule, when they have been given less than twenty-four (24) hour notice from the start of the shift. This shall not apply to hours which fall under Sections 15.6 or 15.8 of this Agreement.

- 15.5 Ordered to Duty.** An employee ordered back to duty shall be paid at their overtime rate, or take 1.5 hours of accrued time (at the employee's discretion) for each actual hour worked, or three (3) hours, whichever is greater. To be considered ordered to duty, an employee must have been individually ordered by a member of Management, or by a group page which orders all career personnel to return to duty. This benefit shall not apply to hours that fall under Section 15.8.
- 15.6 Mandated Appearances.** An employee mandated for a court or administrative agency appearance on behalf of the District shall be paid for (at their extra time rate) or take in accrued time (at the employee's discretion) their hours worked, or two (2) hours, whichever is greater. An employee mandated or called back for a meeting shall be paid for (at their extra time rate) or take in accrued time (at the employee's discretion) the duration of the meeting or one (1) hour, whichever is greater.
- 15.7 Extra Shifts.** Employees working outside their normal schedule shall be paid for (at their extra time rate) or take in accrued time (at the employee's discretion) the actual hours worked, for all hours which do not fall into sections 15.3 through 15.6 above.
- 15.8 Voluntary Return.** An employee who voluntarily returns to work during a declared serious incident (i.e., working fire, storm, MCI, etc.) shall be paid for (at their extra time rate) or take in accrued time (at the employee's discretion) the actual hours worked from arrival at the fire station or incident until released by Incident Commander.
- 15.9 Shift Exchange/Shift Trade.** Shift exchanges, Shift trades or even swaps, shall be permitted with the approval of the Career Assistant Chief or his designee.
- 15.9.1** In the event an employee does not show up, or calls in sick for a shift which they agreed to even swap, the employee will be docked either vacation or accrued time, at the employee's choice for the number of hours that the employee had agreed to work.

## ARTICLE 16 MINIMUM STAFFING & SHIFT VACANCIES

- 16.1 Normal Staffing & Minimum Staffing.** The District shall maintain, by resolution, a policy or set of policies that define Normal Staffing and Minimum Staffing.
- 16.1.1** The minimum staffing policy shall include a stipulation that a Duty Officer shall be on duty at all times.
- 16.2 Overtime Lists.** The District shall maintain a separate overtime list for Firefighters, Lieutenants, and Captains. The lists shall be established based on seniority in each given position, and shall include the employee, their current position on the list, and a single preferred contact phone number.
- 16.2.1** Whenever new employees are hired or promoted into one of the above job classifications, their names shall be added to the bottom of the existing list, and the list shall remain otherwise unchanged.
- 16.2.2** It shall be the sole responsibility of each employee to ensure that the contact number listed on the seniority list is accurate. The District shall not be responsible for an employee not being contacted due to incorrect or changed contact information that has not been updated.
- 16.2.3** Once a member accepts a shift assignment, they shall be moved to the bottom of the list, regardless of the length of the shift taken.
- 16.2.4** No change shall be made in the position of a member who declines a shift, or is unreachable when contacted for the shift.
- 16.2.5** In the event that the District is utilizing Lieutenants and Captains as group officers, then a combined Duty Officer overtime list shall be maintained, which shall include ALL lieutenants and captains, regardless of current assignment.

- 16.3 Duty Officer Shift Vacancies.** When the need to fill a duty officer shift arises, first preference will go to another suitable Fire Officer. The shift shall be offered to each suitable duty officer, in order by their current position on the applicable overtime list, at their preferred contact phone number.
- 16.3.1** If there are only Lieutenants assigned to duty officer positions, then the Lieutenant's overtime list shall be the applicable list. If there are any Captains currently assigned to duty officer positions, then the Duty Officer List shall be the applicable list, as defined in Section 16.2.5.
- 16.3.2** If a duty officer fails to answer the phone call, the officer calling shall leave a message if possible, and is then permitted to move on to the next person on the list. If a member returns the message prior to the shift being filled, that member shall be granted the shift.
- 16.3.3** Any duty officer should be deemed suitable as long as working the vacant shift will not require them to exceed the maximum allowable work hours as defined by District policies and procedures, and the duty officer filling the vacancy allows for compliance with Minimum Staffing requirements. Shift splitting (day/night) shall be allowed in accordance with current District practices.
- 16.3.4** In the event that no suitable duty officers are available to fill the shift vacancy, a Fire Captain may be used to fill the vacancy (if not already included on the duty officer list), in accordance with the Captain's overtime list. In the event that no Captains are available to fill the vacancy, then an eligible member of the group may be elevated to an Acting Lieutenant status for that shift. In the event that there is no member working on the group that is eligible to be elevated to Acting Lieutenant status, then another suitable firefighter may be utilized in the Acting Lieutenant role, in accordance with their current position on the firefighter overtime list.
- 16.3.5** In the event that a Career Chief Officer is already scheduled to work during normal, daytime, weekday business hours, and there is a shift vacancy in the duty officer position, the District may elect to (a) utilize that officer, for all or part of that shift, in lieu of bringing in an additional officer, provided that that officer is utilized in a manner consistent with the Duty Officer or (b) elevate an eligible firefighter to the role of Acting Lieutenant for all or part of that shift, provided that the Career Chief Officer remains on-duty and available to respond to emergencies for the entire time period that the Acting Lieutenant is functioning as the Duty Officer.

## ARTICLE 17 VACATIONS

- 17.1 Vacation Banks.** All employees will be allowed paid vacation which will be tracked by the District in a vacation bank according to the stipulations set forth in this Article. All vacation banks shall start at zero (0) hours, and vacation shall be accrued based on time served to the District, but will not be credited to vacation banks except as stipulated within this Article.
- 17.2 First Year Benefit.** At the completion of six (6) months of service to the District, an Employee shall have forty-eight (48) hours of vacation added to their bank for the previous 6 months worked. At the completion of one (1) full year of service to the District, an Employee shall have an additional forty-eight (48) hours of vacation added to their bank for the remainder of that first year.
- 17.3 Pro-rated Benefit.** On January 1<sup>st</sup> following their first anniversary, an employee shall receive a pro-rated benefit of eight (8) hours per full month of service that occurred between their anniversary date and January 1<sup>st</sup>. Each year after this pro-rated benefit, employees shall receive an annual benefit based on the schedule in Section 17.4.

**17.4 Annual Benefit.** Employees shall have vacation hours added to their vacation bank on January 1<sup>st</sup> each year, based on the number of full years of service to the District as of that date, and as outlined in the table below, with the understanding that the vacation being added has been earned for time already served. This shall occur every year except the first January after the employee's first anniversary (see Section 17.2 and 17.3 above).

<u>Number of Full Years of Employment</u>	<u>Hours of vacation</u>
1+	96
3+	120
6+	144
10+	168
14+	192
18+	216
22+	240

**17.5 Officers' Benefit.** A Lieutenant or Captain promoted on or before December 31, 2008 shall receive 42 vacation hours in addition to the hours afforded to them in section 17.4 above, up to a maximum total vacation of 252 hours.

**17.6 Selection.** Employees will select vacation based on the policies set forth by the Assistant Chief, which shall be subject to change at the sole discretion of the Assistant Chief, so long as the policy fits within the following requirements:

**17.6.1** There shall be at least one designated selection period for vacation for each calendar year.

**17.6.2** Within the designated selection period preference shall be given by seniority within a given working group. Such preference shall be limited to not more than 96 hours of vacation time in each round of selection.

**17.6.3** Vacation shall be awarded on a first come – first served basis outside of the vacation election period.

**17.6.4** The Assistant Chief retains the right to approve vacation requests prior to the election period for absences which require advanced planning or payment such that the designated election period would not provide sufficient time to do so, regardless of seniority.

**17.6.5** No employee shall be mandated to select their vacation within the vacation election period; however, if they do not utilize their vacation within the restrictions of this Article, that time is lost.

**17.7 Roll-over.** A maximum of 84 hours of vacation may be carried over to the subsequent year. This shall be evaluated as of December 31, prior to the application of any new vacation on January 1<sup>st</sup>.

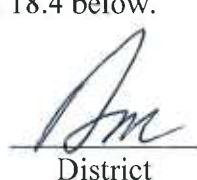
**17.8 Retirement or Resignation.** Upon retirement or resignation, accrued vacation and compensatory time shall be reimbursed to the employee by the District at the employee's current hourly rate.

**ARTICLE 18  
HOLIDAYS**

**18.1 Recognized Holidays.** The District recognizes the following 10 days as official holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**18.2 Holiday Checks.** Holiday checks will be issued as a separate check with the first paycheck in November, pursuant to the stipulations in sections 18.3 and 18.4 below.

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- 18.3 **Amount of Benefit.** Members who have completed (1) full year of employment by November 1st will receive a check in the amount of eighty four (84) hours at their current hourly wage, for the holidays listed in Section 18.1.
- 18.4 **Pro-rated Benefit.** Members who have not yet completed one (1) full year of employment by the November 1st will receive a pro-rated check in the amount of eight point four (8.4) hours at their current hourly wage, for each holiday listed in Section 18.1 that occurred on or between their start date and November 1<sup>st</sup>.
- 18.5 **Modified Schedule Assignments.** Members who have been assigned to a modified schedule (for example – straight days) and regularly work 4 or more days per calendar week, shall not be required to work more than five (5) of the ten (10) recognized holidays to be eligible for their holiday check. If their regular schedule would require them to work in excess of five (5) holidays, then they shall be granted leave on the extra holidays of their choice without loss of pay or vacation time.

**ARTICLE 19  
SICK LEAVE & DISABILITY**

- 19.1 **Duty Related Injury/Illness.** Income protection and medical benefits for duty related illness and injury shall be provided under the General Municipal Law and Worker’s Compensation Law, with all conditions, rights and remedies exclusively subject to the provisions of those laws, except as otherwise stipulated under Article 22.
- 19.2 **Sick Leave.** Union members shall be allowed sick leave for non-service related illness or injury. There is no set limit for sick leave or designated number of days except as noted in section 19.3 below. However, an employee absent on sick leave may not leave his/her residence during his/her normally scheduled work hours without permission, unless required for medical treatment, and Management or a Supervisor shall be notified in advance of such occasions.
- 19.3 **Total Sick Leave Benefit.** Employees shall have sick leave without loss of benefits according to years of service. This sick leave shall be a total benefit afforded to an employee in any twelve (12) month period.
  - 0 to 5 years of service:** 6 months full pay
  - Greater than 5 years of service:** 9 months full pay
- 19.4 **Physician’s Statement.** A physicians statement will be required if absence extends more than 1 scheduled shift.
- 19.5 **Cooperation with referrals.** As a condition of receiving sick pay, an employee must cooperate with all medical referrals and treatment, and must accept light or modified duty if offered.
- 19.6 **Disability.** The Board may discontinue sick leave if the Fire District medical provider determines there is no reasonable chance that the employee will return to full duty without limitations or with limitations acceptable to and approved by the Board. Non-service related disability issues will be addressed in accordance with Section 72 of Civil Service Law.

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**ARTICLE 20  
LEAVES OF ABSENCE**

- 20.1 Bereavement Leave.** A Union member shall be entitled to time off without loss of pay for up to 3 consecutive shifts for the death of a spouse or child; up to two (2) consecutive shifts for the death of a brother, sister, mother, father, mother-in-law, father-in-law, grandchild, step parents, step child, grandparents or other relative living in the employee's household; and up to one (1) shift for the death of an aunt, uncle, niece, nephew, sister-in-law or brother-in-law. The foregoing leave allowances may only be used for the days between the day of death and the day after internment, excepting in the case of the death of a spouse or child, in which case one (1) shift may be granted after the day of internment. Members may request the use of accrued time, vacation time or unpaid leave days if additional time is needed for the death of one of the foregoing relatives, or to attend the funeral of a close relative not listed above. The Fire District may require verification of the need to utilize bereavement leave time.
- 20.2 Court Leave.** Whenever a Union member is required to appear in a legal proceeding on behalf of the District, or resulting from his participation in District activities, he shall be granted release time without loss of pay when such appearance is required during normally scheduled working hours, and compensation as outlined in Section 15.6 of this Agreement for appearances outside of scheduled working time.
- 20.3 Jury Duty Leave.** Firefighters summoned for jury duty must notify the Assistant Chief immediately and provide a copy of the summons. Release time without loss of pay shall be allowed for required jury duty. Firefighters shall report to work for normal duties when their presence is no longer required by the court, except that (a) firefighters shall not be required to return to work when there are two hours or less remaining in their shift upon release from jury duty, and (b) a firefighter working the night tour who must report for jury duty the following day shall be released by 23:00 hours. At his discretion, the Assistant Chief may allow the use of vacation or accrued time if additional time is needed by the employee.
- 20.4 Childbirth, Maternity/Paternity and Adoption Leave.** All union members shall be entitled to leave as prescribed by the current Federal Family Medical Leave Act (FMLA) and State laws. An Employee who gives birth shall be granted up to six (6) weeks paid maternity leave, or eight (8) weeks if there are complications, which shall count towards the Total Sick Leave Benefit afforded under Section 19.3. An Employee who becomes a parent, but does not give birth, will be granted release time without loss of pay for the two shifts on or immediately following the day of his child's birth or adoption. At his discretion, the Assistant Chief may allow the use of vacation or accrued time if additional time off is needed.
- 20.5 Emergency Time.** Emergency time off without loss of pay may be granted at the discretion of a Career Officer for no more than 36 hours per calendar year. It is expected that after the emergency is over the employee will return to work.

**ARTICLE 21  
UNIFORMS & EQUIPMENT**

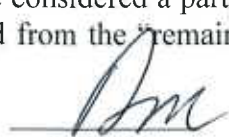
- 21.1 Firefighting Gear.** The District shall provide each interior qualified member with a complete set of structural firefighting gear. Such gear shall meet or exceed all OSHA and NFPA standards for structural firefighting protective clothing and safety equipment. In addition, the District shall provide a backup set of the following items: Turnout Coat and Bunker Pants, Protective Hood & Gloves.

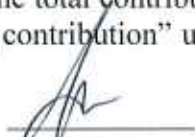
- 21.2 Duty Uniforms.** Requirements for uniforms shall be defined by the District Uniform Policy. The District shall provide employees with work uniforms, replacement of which will be on an as needed basis as determined by the Assistant Chief, with the following stipulations:
  - 21.2.1** The District shall provide uniform pants, uniform shirts (long & short sleeved), T-shirts and fitness shorts, as well as any other REQUIRED uniform components with the exception of footwear and belts.
  - 21.2.2** Upon hire employees will be provided with one (1) approved sweatshirt and one (1) approved winter jacket. Upon promotion to a new rank, these items will be updated or replaced as needed to ensure compliance with the uniform policy.
- 21.3 Safety Glasses.** The District shall provide safety glasses to each employee, plain or prescription. The lenses and frames for prescription glasses to be provided will be those on the approved list at the District's authorized supplier. If the employee wishes to upgrade from the approved list, they shall be required to pay any additional cost. Replacement of safety glasses shall be authorized with the submission of a written prescription change to the Assistant Chief, or if damage has occurred.

**ARTICLE 22  
HEALTH, DENTAL & LIFE INSURANCE**

- 22.1 Health Insurance Coverage.** An employee may elect to receive health insurance coverage for single, 2-person, single-parent family and family plans, under the Excellus Healthy Blue High Deductible Health Plan (HDHP).
  - 22.1.1** The HDHP shall have an annual deductible not to exceed \$1300 for a single plan or \$2600 for 2 or more person plan.
  - 22.1.2** The HDHP shall have an annual out of pocket maximum not to exceed \$3000 for a single plan or \$6000 for a 2 or more person plan.
  - 22.1.3** The District shall pay eighty-seven and one half percent (87.5%) of the premium cost for the health insurance plan and the employee shall be responsible for the remaining twelve and one half percent (12.5%) of the premium.
- 22.2 Dental Insurance Coverage.** An employee may elect to receive Dental coverage for single or family plans under the Excellus 50/100 Dental Insurance plan.
  - 22.2.1** The District shall pay eighty-five percent (85%) of the premium cost for the health insurance plan and the employee shall be responsible for the remaining fifteen percent (15%) of the premium.
- 22.3 Health Savings Account.** If an employee participates in a qualifying High Deductible Health Plan (HDHP), the District shall make an annual contribution to a Health Savings Account (HSA) for the employee.
  - 22.3.1** The amount of the contribution shall be \$2500 per year for employees who are enrolled in a single plan, and \$5000 per year for employees enrolled in a 2 or more person plan.
  - 22.3.2** A minimum of \$500 shall be deposited directly into the employee's HSA account no later than January 5<sup>th</sup> of each year. The remaining contribution shall be deposited directly to the employees HSA account no later than March 1<sup>st</sup> of each year.
  - 22.3.3** In the event that the employee has medical expenses which require out-of-pocket payments in excess of \$500 before March 1<sup>st</sup>, the District shall deposit the additional funds to the employee's HSA account, up to the amount of the medical expenses, or the full HSA contribution (as defined in 22.2.1 above) ,whichever is less. Any amount deposited into the employee's HSA account under this clause shall be considered a part of the total contribution afforded under section 22.2.1 and will be deducted from the "remaining contribution" under section 22.2.2.

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- 22.4 Retiree Insurance Benefits.** All employees who retire under the New York State Retirement System with at least 20 years of service to the District shall be eligible for health & dental coverage for single, 2-person, single-parent family and family plans, subject to the following terms:
- 22.4.1** The medical insurance plan for retired members shall be the Excellus Healthy Blue Copay Plan
  - 22.4.2** The dental insurance plan for retired members shall be the Excellus 50/100 Dental Plan
  - 22.4.3** The District shall pay eight-five percent (85%) of the premiums for the medical and dental plans listed in Sections 22.4.1 and 22.4.2. The employee shall be responsible for the remaining fifteen percent (15%) of the premiums.
  - 22.4.4** In the event that one or more covered persons on the retired member's plan becomes eligible for Medicare, then those persons will be switched to Medicare and a Medicare Supplemental insurance plan. The remaining covered person(s) shall continue to receive the medical insurance benefits as defined in 22.4.1 and 22.4.3 as long as they remain eligible for such plan. Additionally, the District will pay eight-five percent (85%) of premiums in this section (22.4.4) and the employee shall be responsible for the remaining fifteen percent (15%).
  - 22.4.5** Retired members who relocate out of the coverage area and are ineligible for coverage as outlined in Sections 22.4.1 and 22.4.2, shall be provided with coverage comparable to the coverage available under Section 22.4.1 through 22.4.4, provided, however, that the District's total premium contribution shall be in an amount not to exceed the benefit the retired member would receive for the coverage outlined in Sections 22.4.1 through 22.4.4.
  - 22.4.6** If a retired member wishes to participate in a non-affiliated health plan in the area to which the retired member relocates, the District will contribute the retired member's health insurance benefit directly to the insurance carrier in an amount not to exceed the benefit the retiree would receive for the coverage outlined in sections 22.4.1 through 22.4.4.
  - 22.4.7** If a retired member is eligible for coverage under a spouse's health insurance, and elect's such coverage, the retired member shall be allowed to resume health care coverage from the District at a later date. Any such change must happen as a result of a qualified event or during an open enrollment period.
- 22.5 Line of Duty Disability Retirement.** If an employee with less than 20 years of service to the District receives a disability retirement under the New York State Retirement System due to a line of duty injury incurred while employed by the District, the employee shall be eligible for medical and dental benefits in accordance with Section 22.4 above, with the following changes:
- 22.5.1** In lieu of the benefit in Section 22.4.3, the District shall pay twenty-five percent (25%) of the premiums for the medical and dental plans listed in Sections 22.4.1 and 22.4.2. The employee shall be responsible for the remaining seventy-five percent (75%) of the premiums.
  - 22.5.2** All references to Section 22.4.3 shall be construed to reference Section 22.5.1
- 22.6 Reimbursement of premiums.** An employee who is eligible for health coverage under a spouse's health insurance, and elects such coverage, will be reimbursed for the spouse's contribution towards health coverage, provided that the amount does not exceed the benefit afforded under section 22.1 above.
- 22.6.1** The Employee shall be required to provide proof of the spouse's contribution in the form of a pay-stub or other documentation in order to be eligible for this benefit.
- 22.7 Flexible Spending.** The District will maintain a flexible spending account for Dependent Care Expenses for any employee to participate in.
- 22.8 Employee Assistance Program.** The District will continue to make available an Employee Assistance Program for all employees.

- 22.9 Life Insurance.** The District shall continue to provide a \$25,000 death benefit to all employees at no cost to the employee. Employees shall be eligible for coverage after the completion of six (6) months employment or as mandated by our Insurance Carrier. The District may change the provider of said policy as long as all employees are eligible under the new provider.
- 22.10 Change of Plans/Provider.** The District reserves the right to change the provider or the specific plans of Health & Dental Insurance to employees and retirees, provided that such a change shall be substantially equivalent to the plan as outlined in Sections 22.1 through 22.4 and shall not decrease or eliminate coverage or benefits, or increase out-of-pocket expenses to employees or retirees. In the event that (a) the District is forced to change providers or plans as a result of the existing plan(s) outlined in 22.1 through 22.4 being eliminated by the insurance carrier, and (b) a “substantially equivalent” plan as previously required in this section is not available, then a new plan will be selected that is mutually agreeable to the Union and the District. Any change in premiums as a result of any change in this section shall be shared fifty percent (50%) by the District and fifty percent (50%) by the Employee.
- 22.11 Line of Duty Death Benefit.** In the event that an employee suffers a line-of-duty death, the District shall provide and pay the cost, in full, the same health and dental coverage as provided to active employees for the spouse and/or dependent children for a period of five (5) years from the death of the employee. At the end of such five year period, the District shall allow the family of the deceased employee to continue to purchase the same benefits at their own expense. These benefits will continue-until the spouse dies or remarries, or until the dependent children of the deceased employee marry or reach the maximum age set by the insurance company.
- 22.12 Not in Line of Duty Death Benefit.** In the event that an employee dies (not in the line-of-duty), the District shall allow the deceased employee’s spouse and/or children to purchase health and dental insurance coverage provided to active employees at the group rate provided to the District until the spouse dies or remarries, and until the dependent children of the deceased employee marry or reach the maximum age set by the insurance coverage. The District shall continue payment of its portion of the health and dental insurance premiums for a period of ninety (90) days from the date of death, and thereafter the family may opt to continue the coverage at its own expense or let it lapse.

**ARTICLE 23  
MISCELLANEOUS**

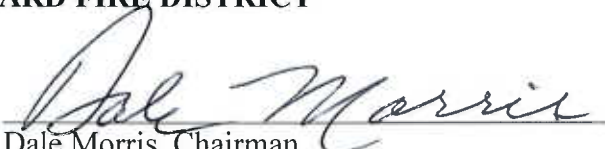
- 23.1 Personnel Files.** Personnel and medical files for all employees shall be maintained and secured by the District, such that only the Board, Assistant Chief, and Career Officers shall be allowed access to said files. Within fifteen (15) calendar days of a written request by an employee, the District shall allow an employee to review his personnel and/or medical files. The employee may submit a written response to any material contained in his file, and he shall be entitled to a copy (without cost) of any documents relating to his conduct or performance.
- 23.2 Annual Appraisal.** The District shall complete a written appraisal of all employees at the end of each year, which shall be reviewed with each employee by the 15<sup>th</sup> of January of the following year.
- 23.3 Mileage.** Reimbursement for union members who travel on district business shall be provided in accordance with the current District reimbursement rate.
- 23.4 Direct Deposit.** Employees shall be paid bi-weekly for the previous two weeks. The District will make available to each firefighter the opportunity to have his pay directly deposited into a personal checking or savings account at the bank that the employee designates.

ARTICLE 24  
GENERAL PROVISIONS

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Copy 3 of 3

- 24.1 **Public Employee's Fair Employment Law, Section 204-A.** 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- 24.2 **Savings Clause.** This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of the Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.
- 24.3 **Amendments & Alterations.** No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by the Chairman of the Board, or his duly authorized representative, and by the President of the Union, or his duly authorized representative, after ratification by the membership.
- 24.4 **Term of the Agreement.** The provisions of this Agreement shall become effective January 1, 2012, and shall continue in full force and effect until midnight, December 31, 2015, and, unless written notice is given at least one hundred twenty (120) days prior to December 31, 2015, by either party, requesting a change or termination of the same, this Agreement shall continue in effect from year to year until such notice is given at least one hundred twenty (120) days, prior to the 31<sup>st</sup> day of December of any subsequent year.

**BARNARD FIRE DISTRICT**

By:   
Dale Morris, Chairman  
Board of Fire Commissioners

Dated: 01/02/2012

**GREECE UNIFORMED FIRE OFFICERS' ASSOCIATION – IAFF LOCAL #4640**

By:   
Michael Mullen  
President

Dated: 1/2/2012

Initials

  
District

  
Union

Appendix A

These standards identify the level of competence and job performance required by the employee for Fire Service Instructor 1. Employees must meet all required objectives specified in order to receive the associated incentive pay.

- Successfully complete and receive NYS or National certification for Fire Service Instructor 1.
- Attain 30 hours of required FSI 1 level participation annually by:
  - Teaching Monthly Drills
  - Teaching EMS CME and Core Content classes
  - Teaching or assisting with daily skill sessions
  - Teaching TNG drills
  - Conducting or assisting with Town Training sessions
  - Other teaching as directed or approved by the MTO/Chief Paramedic
  - Participating in modification or development of lesson plans as directed by the MTO/Chief Paramedic. (The hours to be awarded for this shall be approved in advanced and based upon the discretion of the MTO/Chief Paramedic).

**\*\* NOTE:** Employees will not be compensated for time spent outside of normal working hours on modification or development of lesson plans to meet the requirements of this Appendix.

Initials

  
District

  
Union