

Collective Bargaining Agreement

Between the

**NORTH GREECE FIRE DISTRICT**

AND THE

**Greece Uniformed Fire Officers Association  
(IAFF 4640)**

JANUARY 1, 2012 TO DECEMBER 31, 2014

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**Article 1**  
**PREAMBLE**

This agreement is entered into between the North Greece Fire District (hereinafter the "District" or Employer) and the Greece Uniformed Fire Officers Association IAFF Local 4640, International Association of Firefighters AFL-CIO (hereinafter the Union). The purpose of this agreement is to set forth the wages, hours and terms and conditions of employment for those persons employed by the North Greece Fire District on a full time basis who occupy the Civil Service classification of Captain or Lieutenant, which employees are identified as Officers, or Members. This agreement is also intended to provide a procedure for the resolution of any differences or disputes regarding the application or interpretation of this agreement.

**Article 2**  
**RECOGNITION**

The Fire District recognizes the Union as the exclusive negotiating representative for all full-time paid officers with the Civil Service classification of Captain and Lieutenant, excluding all other employees including Chief, Assistant Chief, Firefighters, dispatchers, laborers, office and clerical staff.

**Article 3**  
**UNION SECURITY**

3.1 As long as the same is required by law, this is an Agency fee agreement, under which all members are required to pay a uniform amount as representation costs, whether or not they choose to become and remain member of the Union.

3.2 The Union shall maintain a procedure, which provides for the refund to any officer demanding the same of his/her pro-rata share of the expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and condition of employment.

3.3 Agency fee deductions and membership dues, fees and assessments for those who are Union members and have executed written authorization, shall be deducted bi-weekly and forwarded to the Secretary/Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month.

3.4 Upon receipt by the employer of a written revocation of dues deduction authorization, the Fire District shall honor the same, but shall thereafter commence with the deducting of the required Agency fee.

3.5 The Union may change the amount of dues deducted upon written notice to the Board of Fire Commissioners. The new dues deduction will take effect during the pay period following receipt by the Board of Fire Commissioners of the written notice.

3.6 The Union shall indemnify and hold harmless the District with respect to any claim arising out of the deductions and transmittal of fees and dues in accordance with the provisions of this article.

#### **Article 4 MANAGEMENT RIGHTS**

4.1 The District retains the sole right to adopt rules and regulations and standard operating procedures relating to the operation and administration of the Fire District, and to amend, modify or delete any such rules, regulations or procedures from time to time; provided however, that no such rule, regulation or procedure shall contravene the specific language or any Article or Section of this Agreement. In addition, when a new or revised rule or regulation affecting working conditions is implemented, the President of the Union shall be provided with the proposed rule at least 7 days prior to the proposed change or addition so the Union President may consult with members to gain their response on the proposed change or addition. He may then be given an opportunity to present comments and input thereon. Nothing contained in this Section shall prevent an employee from maintaining a grievance claiming that a rule or regulation affecting his wages, hours or conditions of employment has been unfairly or discriminatorily applied.

4.2 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 the operations to be conducted and rendered, the methods, processes and means to be utilized, the control of buildings, real estate, materials and equipment, to determine whether and to what extent the work required in supplying its services shall be performed by officers covered by this Agreement, to maintain order and efficiency, to discipline, suspend, discharge, hire, layoff, assign, transfer, promote, and determine the qualifications of officers, to determine the hours of work and to enforce rules and regulations for the conduct of employees; provided, however, that the foregoing rights shall be subject to any limitations that are contained in any Article or Section of this Agreement.

4.3 The management rights of the District include any and all powers and authorities held prior to entering into this Agreement, including all rights under common law and under the laws of the State of New York or of the United States, except as the same may have been specifically abridged, delegated, granted or modified in a lawful manner through a specific Article or Section of this Agreement.

4.4 Any failure by the District to exercise a particular management right, or the exercising of such right or function in a particular manner, does not constitute a waiver to exercise such right or function in the future, provided that it is not in conflict with a specific Article or Section of this Agreement.

4.5 The Union reserves its right to seek negotiations over the impact of any change or proposed change in any fundamental term and condition of employment that is a mandatory subject to bargaining under law.

**Article 5**  
**DISCRIMINATION**

5.1 All references to Officers in this Agreement designate both sexes, and whenever the male gender is specified, it shall be construed to include both male and female officers.

5.2 The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, national origin, marital status, arrest record sexual orientation or non job related disability, as provided under federal and state laws, rules and regulations. In the event of a claim by an officer of unlawful discrimination, the officer 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.

5.3 There shall be no discrimination by the Union or Fire District because any unit member has participated in or refrained from any activities on behalf of, or membership in, the Union. In the event of a claim of such discrimination, the matter shall not be subject to the exclusive jurisdiction of the NYS Public Employment Relations Board.

**Article 6**  
**UNION Rights**

6.1 The Vice President of the Union and or his/her designee shall be allowed a maximum of 50 hours of release time per year without loss of pay for the Union business. The Assistant Chief will be provided with a written request ten (10) calendar days in advance of the leave request, specifying the dates and time needed and the names of the Officers to be released. The Assistant Chief may grant leave upon less than ten (10) day notice at his discretion. Additional time off may be granted at the discretion of the Assistant Chief.

6.2 The Union will be allowed use of a bulletin board in each fire station for official Union communications. Materials placed on such boards shall not contain any material derogatory of the Union or the District, their policies, procedures, or personnel.

**Article 7**  
**UNION SENIORITY & NOTIFICATION**

7.1 Subject to Civil Service Law requirements, seniority shall be determined by time in rank, followed by the length of continuous employment with the North Greece Fire District. A member's seniority shall be suspended, but not broken, by any leave of absence in excess of thirty calendar days, or by transfer to a position with the District outside the bargaining unit. In the case of member's with the same start date, the tie shall be broken by position on the civil service list (if applicable), or the date of appointment, or alphabetically. A member who resigns or is terminated shall lose their seniority, except as may be required under the Civil Service Law or Military Law.

7.2 The District will establish and update as necessary a seniority list for Officers. Upon request, the President of the Union or his designee shall be entitled to information concerning appointments, promotions, transfers, discipline, leaves of absence, layoffs, recall or serious injury relating to any member of the bargaining unit. In case of any conflict with the Civil Service Law, the requirements of the Law will control.

7.3 All layoff, recall and bumping rights, and remedies relating to claimed violations thereof, shall be administered according to the provisions of the Civil Service Law relating to competitive class employees.

## **Article 8 PROMOTION ANNOUNCEMENTS AND EXAMINATIONS**

8.1 Announcements for promotional opportunities shall be duly posted in each fire station. Officers shall be granted time off for taking such exams by allowing the use of compensatory time, shift trades or vacation if a promotional exam is scheduled during normal work hours.

## **Article 9 DISCIPLINE AND DISCHARGE**

9.1 All disciplinary action including terminations shall be conducted in accordance with the procedures and requirements of Section 75 of the Civil Service Law.

9.2 An officer subjected to pre-disciplinary interview or interrogation shall be informed of his/her right to union representation, but this shall not apply to written or verbal counseling of a corrective nature administered by command, which shall not be considered formal discipline.

9.3 An officer may agree to accept command discipline without the notice and hearing rights afforded by Civil Service Law, but this shall not create a precedent for the discipline of any other officer.

9.4 The hearing officer, selected by the District to conduct a section 75 hearing, shall be independent from the Fire District.

9.5 The hearing officer shall make his/her recommendation to the Board of Fire Commissioners. The decision of the Board may be appealed by the affected officer to the Monroe County Civil Service Commission or to the courts, as provided by law.

## **Article 10 RULES AND REGULATIONS**

10.1 The Board of Fire Commissioners retains the sole right to adopt rules and regulations for the operation and administration of the Fire District. The Board further retains the sole discretion to amend, modify, or delete such rules and regulations from time to time.

Such rules and regulations shall not contravene the specific language of any article or section of this agreement.

10.2 Before adoption of a new or revised rule or regulation that affects wages, hours, terms and conditions of employment, or safety, the Union shall be provided with a copy of the proposed rule or regulation at least 7 days before such rule or regulation is implemented, and given an opportunity to comment upon the proposed new or revised rule or regulation. However, such opportunity to comment will in no way impair the Fire District's unilateral right to implement the new or revised rule or regulation.

## **Article 11 GRIEVANCE PROCEDURE**

11.1 A grievance is defined as a dispute or controversy arising out of the application or interpretation of any provision of this Agreement, but shall not include any matter reviewable pursuant to any other law or procedure, including the Civil Service Law and Section 75 thereof which shall apply to the discipline and discharge of employees.

11.2 The procedure contained in this Article shall be the exclusive method of resolving a grievance. The filing of a timely grievance at the initial stage shall be a condition precedent to arbitration, and the failure of the employee or Union to appeal to the next stage within the time limits shall result in a dismissal of the grievance. The failure 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. A grievance may be filed by an employee who is on a leave of absence or who has retired, but only if such grievance relates to an act or omission which is a recognized grievance under article 11.1 and which occurred when the grievant was employed by the District.

11.3 Step 1. A written grievance, setting forth the provision of this Agreement involved, the time, date and circumstances of the alleged violation and the remedy requested shall be submitted to the Assistant Chief within fifteen calendar days after the act or omission giving rise to the grievance. The claim shall be promptly reviewed by the Assistant Chief with the employee and his Union representative, and a resolution of the grievance, or a written decision denying the grievance, will be issued by the Assistant Chief within fifteen calendar days after the grievance was submitted.

11.4 Step 2. If the grievance is not resolved, a written appeal may be submitted to the Board of Fire Commissioners within fifteen calendar days of the Assistant Chief's decision. The Board and Fire Chief shall consider the grievance in executive session at the next Board meeting, or the Board may set a time and date for a grievance hearing within fifteen calendar days after such meeting. The Chief and Board shall render a decision in writing concerning the grievance within fifteen calendar days of the meeting, or after the hearing if one is held.

11.5 Step 3. The Union may appeal a decision of the Chief and Board to final and binding arbitration by submitting a written appeal to the Chief and Board within fifteen

calendar days following their decision. The matter will then be submitted by the Union to the Public Employment Relations Board for the selection of an arbitrator in accordance with the PERB procedures. The arbitrator may decide only one grievance (except for cases with common facts), he shall have no power to add to, subtract from, or modify any provision of this Agreement, and he may not award retroactive relief except in the grievance before him. All fees and expenses of the arbitrator shall be shared equally by the District and Union, but all other expenses shall be borne by the party incurring them.

## **Article 12 TRAINING AND EDUCATION**

12.1 Employees attending mandatory training programs required by the District shall be granted release time from regularly scheduled shifts, or otherwise compensated for time spent in training as prescribed in Article 14.1.

12.2 Upon the submission of a proper application, and in the discretion of the District, an employee may receive reimbursement for tuition fees and printed materials relating to job-related courses at accredited local institutions, or through a quality correspondence institution if a local course is not available. Reimbursement is conditioned upon the successful completion of the course with at least a B or equivalent grade, and conditioned on the employee's written agreement to repay the District for any such reimbursement through deduction from final pay or otherwise, if his employment is terminated for any reason within five years of course completion, other than for reasons of death, permanent disability, or normal retirement.

## **Article 13 WORK SCHEDULE**

13.1 Group Officers will be assigned to work a rotation of two 10-hour day shifts, followed by two 14-hour night shifts, followed by four days off, for an average of 42 hours per week. Shift starting and stopping times, or rotation changes, shall be implemented only after advance notice and discussion with the Union and employees involved. In the event of operational changes, equipment changes or new or different station locations, changes to the "two 10-hour day shifts, followed by two 14-hour night shifts, followed by four days off" schedule will only be implemented after discussion with the Union and at least 30 calendar days notice, but average weekly work hours will not exceed 42 without prior agreement.

13.2 Unit members assigned outside of the group structure may work any combination of hours as prescribed by the Assistant Chief provided they fall within the hours of 07:00 and 17:00, and do not exceed 42 hours/week. However, this schedule, common to Staff Assignments or floaters, may be further modified by the Assistant Chief for purposes of training and filling shortages in staffing when deemed necessary. Consideration shall be given to senior officers to remain on the day/night group rotation.

**Article 14**  
**OVERTIME**

14.1 Officers shall be entitled to overtime pay at their regular rate for hours worked in excess of their normally scheduled shift assignments, but shall receive time and one half for any hours exceeding 192 in a 28 day period. The 28 day period shall coincide with the established pay periods. Officers assigned to a straight day shift rotation shall be entitled to overtime pay at a rate of one and one-half for hours exceeding 48 in a seven day period. No additional pay shall be provided for less than 15 minutes of time worked before or after a regular shift.

14.2 When the District decides to offer overtime work for the purpose of backfilling a group officer shift, the overtime will be offered to unit members, utilizing the current established officer's overtime time list, before the shift is offered to District employees holding the civil service rank of firefighter. In the event of a long term absence or other personnel shortage, the District retains the right to assign a civil service firefighter to fill in for unit members, provided, however, that consideration for these opportunities will be given to civil service firefighters that have taken and passed the civil service Lieutenant exam. Nothing in this section will prevent the District from assigning the Assistant Chief, or any other officer not working the group schedule, to fill in for a group officer vacancy.

14.3 In the event of a recall to duty, or for District required appearances in court or before an agency, the officer shall receive a minimum of 2 hours of pay. If a unit member is required to return to work as a result of an ordered and mandatory callback, such hours will be compensated at a rate of one and one-half hours for each hour worked.

**Article 15**  
**COMPENSATORY TIME**

15.1 Unit members who work hours in excess of their regularly scheduled hours during a 2 week pay period may elect to receive contractual compensatory time off in lieu of wages for the additional hours worked. The compensatory time off will be awarded at the rate of one hour of compensatory time off for each hour of additional work. No unit member will be allowed to accrue more than 48 hours of compensatory time off and all accrued but unused hours of compensatory time off will be cashed out at the straight time rate at which they were earned at the end of each calendar year. No unit member may elect to receive contractual compensatory time off for any hours worked in excess of 192 in a 28 day period.

A. Unit members electing to receive contractual compensatory time off in accordance with the above paragraph must provide notice of that election to the Assistant Chief or other individual designated by the District either electronically using the District's payroll or scheduling software, or by submitting a completed request form, which will be developed by the District. Such notice must be provided by the employee in a timely manner so as not to impede or impact the District's ability to process payroll. Failure to provide the required notice will result in the time being compensated regularly in wages.

B. Unit members wishing to take compensatory time off must submit a written request to the Assistant Chief or other individual designated by the District at least 48 hours prior to the requested time off. Requests for compensatory time off will be granted unless there are personnel shortages. The requirement to provide at least 48 hours notice may be waived by the Assistant Chief or other individual designated by the District.

#### **Article 16 LIFE INSURANCE**

16.1 The existing \$25,000 Universal Group Life Insurance policy that predates this agreement shall be continued for all members, with terms and conditions thereof subject to the provisions of the plan and conditions established through District policy.

#### **Article 17 RETIREMENT AND DEFERRED COMPENSATION**

17.1 Officers shall be eligible for coverage under Retirement and Social Security Law Section 384-e, according to the terms and conditions of such plan.

17.2 The District will maintain a qualified Deferred Compensation Plan (Internal Revenue Code §457), with participation, rights and responsibilities subject to the provisions of the Plan. The District shall have the right to design and administer this plan, and shall pay for the administrative costs thereof.

#### **Article 18 HOLIDAYS**

18.1 The District recognizes the following days as official Holidays: New Year, Martin Luther King, Presidents, Memorial, Independence, Labor, Columbus, Veterans, Thanksgiving, and Christmas.

18.2 Officers working the group rotation will receive holiday pay in a separate check, for a lump sum of 84 hours, payable in the last pay period of November.

18.3 Upon resignation or retirement, the member shall be paid for all holidays up to the date their employment ended.

#### **Article 19 HEALTH INSURANCE**

19.1 Effective January 1, 2012, the District will offer coverage under Simply Blue HDHP. The District shall have the right to self-insure or substitute experienced rated or substantially equivalent plans (in terms of costs and benefits), provided that the Union will have the right to negotiate the impact thereof. For 2012, 2013, and 2014, the District's obligation shall be to pay 90% of the cost of the premium for Simply Blue HDHP at the appropriate coverage level (single, subscriber with spouse, subscriber with child, subscriber

with children, or subscriber with spouse and one or more children), with the participating employee paying for any premiums exceeding this amount. The District will pay 80% of the premium costs for Dental Blue dental insurance plan, family, two-person, or single, or an equivalent dollar amount toward any other plan made available by the District. The cost of any premium increases on or after January 1, 2015 shall be split evenly between the District and the unit members, except as may be modified by an agreement of the parties.

A. On January 1, 2012, the District will contribute to a Health Reimbursement Arrangement/Account (“HRA”) for each unit member participating in the Simply Blue HDHP in the amount of \$3,000 for a single plan and \$6,000 for a family plan. At the start of each subsequent plan year, the District will roll over any and all unused HRA contributions from the previous year and provide any additional contribution necessary to replenish the HRA to \$3,000 for a single plan and \$6,000 for a family plan. In no event will a participating unit member’s HRA balance exceed the \$3,000 or \$6,000 balance stated above. (*See Example Below*). HRA distributions may only be used to reimburse participating unit members for expenses subject to the deductible, coinsurance, and out of pocket maximum under the Simply Blue HDHP. The District’s obligation to contribute to an HRA will cease in the event that unit members no longer receive coverage under Simply Blue HDHP or an equivalent high deductible health plan.

*HRA Example: For the 2012 plan year, Captain Joe elected Simply Blue HDHP coverage for himself, his spouse, and his two children. At the start of 2012, the District established and contributed \$6,000 to an HRA for Joe. During the 2012 plan year, Joe receives \$2,000 in distributions from his HRA to cover copay and co-insurance expenses he incurred under the Simply Blue HDHP, leaving the HRA with a \$4,000 balance, which rolls over to 2013. At the start of 2013, assuming Joe retains the same coverage, the District will contribute \$2,000 to Joe’s HRA, thus bringing the balance back up to \$6,000.*

B. A unit member who is eligible for coverage under a spouse’s health insurance policy may accept such coverage in lieu of District coverage (unless prohibited under the spouse’s terms and conditions of employment) and the District will reimburse the unit member for any premium contributions required for the spouse, not to exceed the District’s premium contribution that would be made under the Agreement.

19.2. The District agrees to provide unit members that elect to participate in the Simply Blue HDHP with vision insurance and to pay 100% of the cost of the premium for the offered vision insurance plan. The District’s obligation to provide vision coverage at no cost to unit members participating in the Simply Blue HDHP will cease in the event that the health insurance offered by the District also provides vision coverage.

19.3 The Flexible Spending Account (FSA) plan, or its substantial equivalent, will be maintained by the District, and will be administered according to the terms of the plan and as required by applicable regulations. New unit members will be eligible to join beginning with the month following completion of three months service.

19.4 The District will continue to make available an Employee Assistance Program (EAP) for unit members.

19.5 District contributions toward two-person or family health insurance coverage shall continue for a period of 120 days following the death of an active unit member.

19.6 If a unit member suffers a line of duty death as defined by federal standards, their spouse/dependent health insurance coverage shall be continued for 1 year.

19.7 A unit member who retires under the New York State Retirement System directly after having served the required minimum years of retirement credit based upon service with the District will be entitled to retiree health insurance as follows:

A. A retiree that has served a minimum of fifteen years of retirement credit based upon service with the District and retired after attaining the age 55 is entitled to the same coverage as active employees between age 55 and age 65, and a medigap-type insurance policy thereafter, at 80% District paid.

B. A retiree that has served a minimum of twenty years of retirement credit based upon service with the District is entitled to the same coverage as active employees between age 55 and 65, and a medigap-type insurance policy thereafter, at 80% District paid. A retiree that retires under the age of 55 is entitled to the following percentage of HRA and premium benefit available to active employees until they reach the age 55:

<b>Years of Service with District</b>	<b>% of Premium and HRA Contribution Offered to Current Unit Members</b>
20-22	60%
23-25	62.5%
26-30	65%
30+	70%

C. Insurance is not available if the retiree is employed in a position that offers health insurance.

D. The foregoing insurance will be continued for the spouse of a retiree who dies for 3 months.

E. A retiree eligible for coverage under a spouse's policy must accept such coverage in lieu of District coverage provided that the District will reimburse the retiree for any co-pay, not to exceed the amount available above.

F. A retiree who moves outside the Rochester Blue Cross/Blue Shield coverage area shall be entitled to a District contribution toward health insurance coverage under a plan or policy that is available in the area in which he or she resides, provided that the District contribution shall not exceed the amount otherwise available under this Agreement.

**Article 20**  
**SALARY AND LONGEVITY PAY**

20.1 The following salary schedules will be applied to unit members during the term of this Agreement. Unit members will advance on their anniversary dates each year to the next salary step until they reach the top after 36 months of employment in the position for the District. For the year 2012 only, any unit member that was promoted to Lieutenant or Captain prior to January 1, 2010 will be advanced to their respective top step on June 1, 2012. No adjustments in salary will occur after the expiration date, except through negotiation or interest arbitration.

Lieutenants

	Effective 1/1/2012	Effective 1/1/2013	Effective 1/1/2014
Start	\$71,506	\$73,176	\$74,878
12 months	\$73,174	\$74,844	\$76,546
24 months	\$74,840	\$76,510	\$78,212
36 months	\$76,506	\$78,176	\$79,878

Captains

	Effective 1/1/2012	Effective 1/1/2013	Effective 1/1/2014
Start	\$78,506	\$80,176	\$81,878
12 months	\$80,174	\$81,844	\$83,548
24 months	\$81,840	\$83,510	\$85,214
36 months	\$83,506	\$85,176	\$86,828

20.2 The following longevity payments will be incorporated into salary beginning with the payroll period following completion of the service requirements.

>5 and <10 years service	\$750
>10 and < 15 years service	\$1,500
>15 and < 20 years service	\$2,250
>20 years service and up	\$3,000

20.3 EMT Certification and Recertification is a required condition of employment and the stipend that was previously paid separately is incorporated into the salary schedule. In 2012, unit members who have previously volunteered for and obtained EMT-I Certification shall receive a one time stipend of \$500. This stipend is in lieu of any overtime or

compensatory time for EMT-I Certification or Recertification outside of working hours. The District reserves the right to select and approve those unit members who will be eligible for this stipend. No stipend for EMT-I Certification or Recertification will be provided after the year 2012.

**Article 21  
VACATIONS**

21.1 Employees are entitled to the following paid vacation, based upon years of service as a full time employee of the District. Additional vacation accumulation shall commence at the start of the calendar year following the employee's anniversary date.

First through fourth years	84 hours
Fifth through ninth years	144 hours
Tenth through fourteenth years	168 hours
Fifteenth through nineteenth years	192 hours
Twentieth through twenty-ninth years	216 hours
Thirtieth year and over	252 hours

21.2 Vacations must be scheduled and taken on a calendar year basis. Vacation preferences covering at least 50% of vacation time must be submitted by March 1, and will be awarded by seniority, with the following conditions:

A. Any vacations requested during January and February will be on a first come/first serve basis and will be granted as scheduling allows.

B. Only one unit member may be on vacation at any one time.

C. No more than eight consecutive shifts may be selected as vacation preference at any one time, allowing less senior employees some opportunity for vacations during desirable changes.

D. Any changes to any scheduled vacations must be submitted in writing to the Assistant Chief by the 15<sup>th</sup> of the month previous to the month in which the vacation was to be taken. The Assistant Chief, at his discretion, may modify this policy due to emergency or extenuating circumstances.

21.3 Any vacation not scheduled through the above procedure will be granted on a first come/first serve basis with at least 48 hours notice, and may be denied if there are personnel shortages.

21.4 A maximum of 48 hours of vacation may be carried over into a subsequent calendar year, except in the discretion of the Board of Fire Commissioners.

A. The District will pay wages, at a straight time hourly rate, for all vacation time accrued in a calendar year that is in excess of the 48 hour contractual maximum that may be

carried over to the subsequent calendar year. A unit member that wishes to carry over more than 48 hours of vacation time into the subsequent year must submit a written request to the Assistant Chief stating how many hours they wish to carry over and why the additional carry over is requested. The decision to approve or deny any request to carry over more than 48 hours of vacation time is left to the sole discretion of the Board of Fire Commissioners.

B. The payment for cashed in accrued hours of vacation will be issued as a part of the regular payroll check during the last pay period of the calendar year.

## **Article 22 SICK LEAVE**

22.1 Income protection and medical benefits for work 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.

22.2 Unit members shall be allowed time off without loss of pay for non-service related illness and injury according to the following schedule:

0-6 months of service	Discretion of Commissioners
6 months to four years completed	3 months full pay/3 months half pay
5 or more years completed	6 months full pay/6 months' half pay

22.3 A unit member's sick leave entitlement shall be reduced by the usage of sick leave. Once the entitlement is exhausted, it will not renew until one year has elapsed.

22.4 An officer absent on sick leave may not leave their residence during normally scheduled work hours without prior permission, except for required medical treatment for which advance notice shall be provided. In addition, a physician's statement containing a diagnosis of illness/injury and a prognosis for recovery will be provided whenever absence exceeds three consecutive day or night shifts. The District reserves the right to grant an exception for a non-contested job related sickness or injury, or a non job related injury or illness that results in an officer being out of work for two consecutive tricks or more, and is under a physician's care.

22.5 A unit member must cooperate with all medical referrals and treatment, and must accept light or modified duty, if offered. Sick leave may be discontinued if the District physician determines there is no reasonable likelihood that the employee will be able to return to full duty without limitations, or with limitations acceptable to and approved by the Commissioners.

22.6 The District shall be entitled to reimbursement for sick leave from the employee or from a third party who is responsible for the loss of wages.

**Article 23**  
**LEAVES OF ABSENCE**

23.1 Bereavement Leave. A unit member will be entitled time off without loss of pay for up to three (3) consecutive shifts that may be scheduled on the day of the funeral and days immediately preceding or following that day for the death of a spouse, child, parent, brother, sister, step parent, stepchild, mother-in-law or father-in-law, and one day or night off (maximum 14 hours) without loss of pay for attending the funeral of an uncle, aunt, brother-in-law, or sister-in-law, niece, nephew grandparent or grandchild. A unit member may request the use of accrued vacation time, compensatory time or unpaid leave for additional time if needed for the death of one of the foregoing relatives, or to attend the funeral of a relative not listed above. The Fire District may require verification to utilize bereavement leave.

23.2 Military Leave. Leave for military service, including reserve duty, will be granted in accordance with the provisions of state law applicable to public employees.

23.3 Court Leave. Whenever a unit member is required by the District to appear in a legal proceeding on behalf of the District he/she shall be granted release time without loss of pay when such appearance is required during normally scheduled working hours. Compensatory or overtime shall be granted for such appearances outside of scheduled working time.

23.4 Jury Duty Leave. Unit members 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. Unit members shall report for normal duties when their presence is not required by the court; however; unit members shall not be required to return to work when there are two (2) hours or less remaining of their shift when released, and a unit member working the night shift who must report for jury duty the following day shall be released by 23:00 hrs.

23.5 Child Birth, Maternity/Paternity and Adoption Leave. A unit member who becomes pregnant shall be entitled to use of sick leave benefits for disability due to pregnancy and childbirth. An officer who becomes a father will be granted release time without loss of pay for the day of his child's birth, plus the following day, for a maximum of twenty eight (28) hours. An officer who is the primary caregiver for a newborn or for an adopted child two (2) years of age or younger shall be granted up to two months of unpaid leave after the birth/adoption, during which time seniority and medical benefits shall continue, but no other pay or benefits shall accrue or be available. Additional time off through vacation or compensatory time may be allowed at the discretion of the Assistant Chief.

**Article 24**  
**UNIFORMS**

24.1 Each unit member will be provided with appropriate work uniforms which shall be properly maintained by the employee and replaced according to the District's replacement schedule under the Standard Operating Guidelines (SOG). Uniforms will only be worn on duty and for official functions. Personal fire attack/turnout equipment, including prescription safety glasses, will be provided. Safety shoes or boots will be provided every two years.

**Article 25**  
**SHIFT EXCHANGE**

25.1 Unit members are expected to work their regularly scheduled shifts, and are responsible for their scheduled hours.

25.2 Officers will be allowed to trade work shifts with another officer. A shift trade is an exchange of working time only, and no compensation or other value may be paid.

25.3 No shift trade may result in any financial or hourly obligation to the District, including overtime or the hiring of part-time personnel.

**Article 26**  
**PHYSICAL FITNESS**

26.1 As long as it does not impede with the operations of the District or the completion of the officers' work duties, officers will be allowed up to one (1) hour during their regularly scheduled hours to conduct personal physical fitness on the District approved equipment. In no event will the District be required to pay any additional compensation as a result of an officer working out.

**Article 27**  
**MISCELLANEOUS**

27.1 Out of Title Work. A unit member assigned to work out of title will not suffer a loss of pay, and will receive the base pay for any higher rank he/she is assigned to for a full shift or longer, but not less than his regular rate of pay.

27.2 Mileage and Transportation. Reimbursement for unit members who travel on District business shall be provided under District policies.

27.3 Personnel File. A unit member may be allowed to review non-confidential materials in the District Personnel and Medical files regarding his employment, upon fifteen calendar days advance written notice to the Assistant Chief. A copy of any document relating to conduct or performance will be provided without cost, and an employee may submit a written response to any material related to performance or conduct.

27.4 Safety and Health. The parties recognize the hazards of the employment and the importance of working together to provide a safe, effective working environment. Toward

this end, the Union and the Fire District agree to have representatives meet at least quarterly, or more often on a mutually agreed basis, to discuss matters relating to Labor/Management; safety and health; including, but not limited to: possible hazardous conditions, or unsafe working methods; protective clothing and equipment; training; illness reporting; medical evaluations; and physical requirements and examinations. Nothing resulting from these discussions shall require any changes unless they are mutually acceptable, nor shall such discussions limit the management rights or rights of the District to promulgate and enforce Rules and regulations, as provided in this agreement.

27.5 The District's current drug and alcohol testing policy applicable to unit members is set forth in its entirety as Appendix "A" and is incorporated into this agreement as if it was set forth more fully herein.

### **Article 28 DURATION, CHANGES, SAVINGS and APPROVAL**

28.1 The provisions of this Agreement shall become effective January 1, 2012, and shall continue in full force and effect until midnight on December 31, 2014. If either party wishes to renegotiate the agreement, written notice shall be given to the other party at least 120 days but not more than 150 days prior to its expiration, and if such notice is not given, the Agreement shall continue in full force and effect from year to year until such written notice is given prior to any subsequent expiration date.

28.2 If any provision of this agreement shall be declared invalid or unenforceable by a court or administrative agency, then the remainder shall be continued in full force and effect as if the unlawful provision had not been included.

28.3 No amendments or alteration to this Agreement shall be binding unless it is in writing and signed by the Chairman of the Board of Fire Commissioners, or his/her duly authorized representative and the President of the Union, or his/her authorized representative after ratification by the membership.

28.4 Both parties agree that they have had the full opportunity to negotiate with respect to all mandatory subjects of bargaining, whether contained herein, or not or whether or not discussed during negotiations, and negotiations will not be reopened during the life of this agreement except by mutual consent.

**28.5 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.**

28.6 This agreement and any future agreements upon ratification shall be reproduced and supplied to each officer by the District within ten (10) working days at no cost to the officer.

**NORTH GREECE FIRE DISTRICT**

By: Shirley Manchester

Date: January 16, 2012

**GREECE UNIFORMED FIRE OFFICERS LOCAL  
4640, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS'**

By: Michael J. Kelly

Date: 1/16/12

**APPENDIX "A"**

**DRUG AND ALCOHOL TESTING POLICY**