

2004-2008

**AGREEMENT BETWEEN THE
LAGRANGE FIRE DISTRICT
AND
THE LAGRANGE
PROFESSIONAL FIREFIGHTERS
IAFF LOCAL 3813**

PREPARED BY:
THE LAGRANGE PROFESSIONAL FIREFIGHTERS IAFF LOCAL 3813 AND THE
LAGRANGE BOARD OF FIRE COMMISSIONERS

DRAFT VERSION 11//1/04

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1. GENERAL

1.0 PURPOSE

- The parties agree that all matters and proposals raised in collective bargaining has been disposed of and no issues remain unsettled. No amendments, modifications, changes, or alterations shall be effective unless made in writing and signed by the duly authorized representatives of the parties who executed this agreement.
- It is the intent and the purpose of the agreement to maintain the existing harmonious relationship between the LaGrange Fire District (hereafter called the "District") and the career firefighters, paramedics, lieutenants of the LaGrange Professional Firefighters IAFF Local 3813 (hereby called the "Local", or members) to increase the efficiency of the LaGrange Fire District and promote the general welfare of the citizenry.
- This agreement between the Local and the District, managed by the LaGrange Board of Fire Commissioners, (hereafter called the "Board") is to secure a prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions.
- The Fire District recognizes the Local as the exclusive negotiating representative For all career firefighters, fire lieutenants, firefighter/paramedics and firefighter/mechanics of the LaGrange Fire District.

1.1 DURATION OF AGREEMENT

- This agreement is effective **January 1, 2004 through December 31, 2008.**
- The parties agree subject to the above, to mutually exchange proposals for modification of contract no later than thirty (30) days after the receipt of such notice and such notice shall not be earlier than January 1, 2008.
This agreement will be binding and

1.2 RECOGNITION AND COLLECTIONS

The Fire District

All employees of LaGrange Fire District working as firefighters, firefighter/paramedics, Firefighter/mechanics, and firefighter/lieutenants choosing not to join the Local 3813 shall be assessed an administrative fee equal to the current dues.

1.3 RIGHTS OF LOCAL 3813 MEMBERS

- The Fire District will not interfere with, restrain, or coerce any employee Because of membership or lawful activity in the Local, so long as said activity does not interfere with the employee's duties or with the carrying-out of responsibilities of the Fire District, or will the Fire District attempt to dominate or interfere with the Local.
- The Local can conduct meetings on Fire District grounds as long as it does not interfere with daily operations.

1.4 WORK SCHEDULE

DAYTIME WORK SCHEDULE (MONDAY THROUGH FRIDAY)

The Local shall provide coverage working the following schedule:

- Day staff shall work a forty (40) hour week, Monday through Friday, Four (4) ten (10) hour shifts.
- Shift hours shall be 0700 hours to 1700 hours
- Monday through Friday, each day shift shall have a minimum of Five (5) firefighter /EMTs and one (1) firefighter/paramedic.
- Each day shift will have a minimum of six (6) firefighters.

GROUP WORK SCHEDULE

The Local shall cover the District in the following manner:

- Four (4) groups shall work a rotating schedule covering twenty-four (24) hours a day, seven (7) days a week. The rotation shall consist of three (3) ten (10) hour day shifts, three (3) days off, three (3) fourteen (14) hour night shifts, three (3) days off. The shift hours shall be from 0700 hours to 1700 hours and from 1700 hours to 0700 hours.
- The groups shall be paid two (2) hours overtime a week, fifty (50) weeks a year.

1.5 TARDINESS

- Employees of the Fire District late by more than ten (10) minutes or more, after four (4) consecutive late occurrences, will be docked from their personal time one (1) day. All employees shall be ready to begin their shift at exactly the prescribed daily start time.
- If an employee continues to accumulate late activity, the employee may be asked to attend a review with the Board of Fire Commissioners and may be subject to disciplinary action.

1.6 PHYSICAL EXAMINATIONS

- All employees must pass a complete physical exam annually.
- Overtime wages will be paid to an employee when the required physical is scheduled outside the employee's normal shift.
- If a member does not pass the physical, and the examining physician declares the member unfit to perform assigned duties, the member can use his accumulated sick time and /or any available personal and vacation time to regain health or the employee has the option to seek a second opinion from another physician at his own expense. If the employee is deemed unfit by the second physician, the employee can use his accumulated sick time and/or available personal and vacation time to regain his health. If the employee is still unable to pass the physical exam, the employee's case will be reviewed with both the Board and the Local 3813. The Fire District reserves the right to require a third physician mutually approved by the Local 3813 and LaGrange Fire District at the Fire District's, expense. to evaluate the employee.
- Upon the recommendation of the Chief or the Deputy Chief, the Board has the right to request a physical at any time for any member that they feel may be ill or presents a potential liability to the Fire District.

2 LEAVE

2.1 DEFINITION OF THE "DAY"

A DAY shall be defined as ten (10) hours, notwithstanding a four (4) day work week or alternating shifts of ten (10) and fourteen (14) hours. A work week is defined as forty (40) hours, shifts notwithstanding.

2.2 USE OF LEAVE

Leave shall be used in half day or full day increments.

2.3 SCHEDULING OF LEAVE

No more than three (3) members may schedule leave during the day shift and nor more than two (2) members may schedule leave during the night shift. No more than four (4) members may schedule leave in a twenty-four (24) hour period, commencing at 0700 hours. For the purpose of this section, Leave includes vacation. Personal and floating holidays.

The Board reserves the right to review this section at the Board's discretion or upon the Local 3813's request.

2.4 SICK LEAVE

- Members earn twelve (12) sick days leave per year. Sick leave will be earned at the rate of one (1) day per month.
- New hires will be loaned twelve (12) sick days. For each earned sick day one (1) loaned sick day will be deducted from the earned balance of accruals.
- Any sick leave not used in one year may be accumulated up to a maximum of two hundred forty (240) days. Continued accruals above two-hundred and forty (240) days are not permitted. Members with an accrual balance of two-hundred and forty (240) days will not earn additional sick leave until the accrual balance drops below two hundred and forty (240) days.
- The district shall require, at no expense to the District, a doctor's written diagnosis regarding any illness that lasts longer than three (3) scheduled consecutive shifts. In cases where absences extend beyond five (5) scheduled consecutive shifts, the District may require the member to submit to an examination by a mutually agreed upon physician, at District expense, to verify an initial diagnosis.
- The Deputy Chief or his designee shall be notified by the employee of any sick leave absences at least two (2) hours before the start of a shift.

SICK LEAVE CONTINUED

- Upon retirement, resignation (after five (5) years of service), or as a death benefit, a member (or beneficiary) will receive up to two-thirds (2/3) of accumulated unused sick time. The maximum benefit allowed is one hundred sixty (160) days of unused sick time, at straight current salary.
- Members have the option to transfer their own sick leave to another member who is in need of sick leave credits. A member in need is a member who has insufficient sick leave credits to cover an absence due to illness or injury. It is not permissible to transfer credits for the sole purpose of dropping or remaining below the two hundred and forty (240) day maximum accrual limit.

2.5 PERSONAL LEAVE

- Members will receive four (4) Personal Leave days per year credited on January 1 and pro-rated based on the date of hire for new employees.
- This leave shall be taken in full or half days at the discretion of the member. Prior approval is required to use personal leave credits. Except in an emergency, at least two (2) days prior notice shall be given to the Deputy Chief or his designee.
- Members with less than fifty (50) sick days may add unused personal leave to their sick time at the end of the calendar year. Members with more than fifty (50) sick days must use personal time by the end of the calendar year or forfeit the unused personal time.

2.6 UNION BUSINESS LEAVE

- No more than six (6) days in the aggregate total per year shall be available for use by the members of the Local for union business, provided that the appropriate form is filled out and signed by the Local President, and one (1) week advance notice is given to the Deputy Chief or his designee.

2.7 VACATION LEAVE

- Members will be awarded eight (8) days vacation January 1.
- New hires will be awarded vacation days after six (6) months pro-rated until the end of the year.
- Vacation leave may be used up to the amount of time available to each member, but in the event a member leaves the employment of the Fire District, the member shall be monetarily liable for any vacation leave taken above and beyond the actual time earned.
- All members must use a minimum of eight (8) days vacation leave annually.
- A member may have the option to take half-day increments.

VACATION LEAVE CONTINUED

Four Year Service Anniversary

After three (3) years of continuous service with the Fire District, a member will receive an additional four (4) days of vacation leave for a total of twelve (12) days.

Nine Year Service Anniversary

After eight (8) years of continuous service with the Fire District, a member will receive an additional four (4) days of vacation leave for a total of sixteen (16) days.

Twenty-first Year Service Anniversary

After twenty (20) years of continuous service with the Fire District, a member will receive an additional four (4) days of vacation leave for a total of twenty (20) days.

The Union shall resolve scheduling conflicts and these resolutions will not be subject to District involvement.

All vacation leave must be approved by the Deputy Chief or his designee.

2.8 BEREAVEMENT LEAVE

Up to four (4) scheduled consecutive shifts bereavement leave with pay shall be granted to a member who suffers a death in his immediate family . Immediate family members include a spouse, partner, child, parent, brother or sister. For any other family deaths (i.e. in-laws, grandparents, aunts and uncles) an employee will be given up to two (2) scheduled consecutive shifts of paid bereavement leave.

Bereavement leave shall be taken at the time of loss.

2.9 COURT LEAVE

Any member called to testify in court on District related incidents or activities will be granted a leave of absence and will receive his regular salary. If a member is called to testify after their scheduled shift, they will be compensated at the overtime rate.

2.10 JURY DUTY LEAVE

- A member will be granted a leave of absence for jury duty and will receive regular salary for time actually spent serving. If a member can be at work at least one (1) hour after jury duty and travel time, they shall report to work.
- Only hours conflicting with the member's shift hours are eligible for consideration.
- Members are not paid for jury duty on a day off or holiday or for the time the jury duty exceeds the members shift hours.
- Members are required to inform the Deputy Chief or his designee upon learning they have been scheduled for jury duty.

2.11 PAID HOLIDAYS

- Members receive twelve (12) holidays with pay per year, which includes two (2) personal choice days. Holidays are as follows:

New Year's Day	Easter Sunday
President's Day	Independence Day
Columbus Day	Veteran's Day
Memorial Day	Christmas Day
Labor Day	
Thanksgiving Day	Two (2) Personal Choice Days

- All members shall work their normally scheduled shifts
- A member who works on a holiday will be compensated at the straight time rate plus time and one-half for all hours worked.
- A member scheduled off on a holiday or on leave will be paid for the holiday at straight time.

2.12 MILITARY LEAVE

- Members who belong to the National Guard or any other military reserve force who are ordered to duty are entitled to military leave in accordance with Section 242 of the Military Law. The rights of active duty members are also protected in whole or in part under Section 243,244, and 246 of the Military Law. Nothing in this collective bargaining agreement is intended to limit or otherwise preclude any rights active members might enjoy under any other provision of State or Federal Law.

3.0 INSURANCE AND BENEFITS

3.1 LIFE INSURANCE PROGRAM

- Individual Life Insurance policies for each employee hired prior to January 1, 2004, covered by this agreement will be provided by the District in the value of Twenty-five thousand dollars (\$25,000).
- The policy is a whole life policy which is paid in full after twenty (20) years of service. The policy remains in effect for life after retirement.
- Should an employee terminate in good standing before attaining the full paid up term, he has thirty (30) days to secure the policy on his own. This policy will remain active until death, or by disability from an on- the- job injury. An employee terminated for cause is not entitled to insurance.
- For employees hired after January 1, 2004 the District will provide a \$50,000. Group Term Policy.

3.2 HEALTH INSURANCE

- The District will provide and pay for health insurance for all full-time members. The health insurance policy will cover all full-time members, their spouses, and all eligible dependents under the age specified on the plan.
- Members and their spouses will receive continuous health insurance through disability and retirement until the death of the member.
- Upon eligibility for Medicare, Medicare will be the secondary insurance provider for the member, spouse and eligible dependents, with the Fire District's insurance being the primary medical provider.
- Upon the death of the insured, the spouse and all eligible dependents under the age specified in the plan will be offered the opportunity to continue coverage in accordance with New York State Law, (COBRA).
- Members hired after January 1, 2004 will be provided the HMO plan at no cost. Members hired after January 1, 2004 will have the option to convert to the PPO plan provided the member contributes the cost differential through payroll deduction pro-rated over the calendar year.
- See attached Schedule A regarding current insurance provider.
- Future plan changes will be received by a committee composed of Local 3813 members and the Board of Fire Commissioners. New Plans will be equal or equivalent to the existing plan.

3.3 DENTAL INSURANCE

- The District shall provide dental insurance at no cost to member. The dental plan will cover the member's spouse and eligible dependents while the member is actively employed.
- Future plan changes will be reviewed by a committee composed of Local 3813 members and the Board of Fire Commissioners.
- New plans will be equal or equivalent to the existing plan.

3.4 EYEGLASS COVERAGE

- The District shall provide a vision insurance plan while the employee is actively employed at no cost to the member
- Future plan changes will be received by a committee composed of Local 3813 members and the Board of Fire Commissioners.

3.5 RETIREMENT

- All members will be enrolled in the Twenty (20) year, no age limit, retirement plan as provided by the New York State and Local Police and Fire Retirement System Plan 384 (e) at no cost to the member.

3.6 UNIFORMS

- Station wear will be inspected annually, within the first quarter of the year and will be replaced as needed.
- Replacement of torn or permanently soiled work uniforms and turnout gear will be made promptly on approval by the Board.
- The Local agrees to properly maintain and clean the below issued materials as normal conditions prevail.
- A member may purchase leather bunker boots and be reimbursed up to the cost of the District's standard rubber bunker boots.
- The District will provide the staff uniforms as described below:

Emergency Response Gear:

Bunker Boots
Gloves
Helmet
Nomex hood
Turnout coat
Turnout pants

Station Uniform:

Ball Cap	Sweat shirts
Bell Cap	turtleneck shirt
Dress Uniform coat	T-shirts
Dress Uniform pants	Work coat
Dress Uniform shirts	Work pants
Safety shoes	Work shirts
	Golf shirts

- Any Specialized cleaning of blood borne pathogens or hazardous materials contamination will be completed commercially and the cost will be the responsibility of the District (per New York State Health Law, Article 30, Ref; NFPA 1581).
- Members must have the approval of the Board to wear apparel not consistent with Fire District issued uniforms.

4.0 PROCEDURES

4.1 PROBATION

- All members shall be probationary for a minimum of one (1) year, and until completion of the necessary fire training and EMT certification.

4.2 EDUCATION REQUIREMENTS

- The District is responsible for providing firefighters with the proper training and education to meet and /or exceed the New York State Requirements for Paid Firefighters, Section 426.7, in Service Training Requirements.
- All education required by New York State, or the LaGrange Fire District shall be paid for by the LaGrange Fire District.
- No overtime will be paid to members for travel time when attending the mandatory fire training provided at the Westchester County Training Center.

4.3 GRIEVANCE PROCEDURE

- A grievance is defined as any alleged violation, misinterpretation, or misapplication of a specific term or condition of this written agreement, or any established term or condition of employment.
- Both parties to this agreement recognize the mutual benefit of resolving grievances at the earliest possible stage. In an effort to promote the amicable resolution of grievances, both parties agree that each will make every attempt to resolve issues informally. If all attempts of an amicable resolution have been exhausted, a formal grievance procedure will be invoked.

Formal Grievance Procedure:

- **Step 1:** The grievance shall be filed using a pre-approved form, as agreed to by both parties. The form will contain the date the problem arose, a complete statement of the problem, and the resolution proposed. All grievances shall be submitted in writing no later than ten (10) business days after the act or event has occurred. All grievances must be submitted directly to the Local Grievance Committee for review.

GREIVANCE PROCEDURE CONTINUED

- **Step 2:** If the Grievance Committee feels that the grievance has merit, they shall submit the grievance to the Board of Fire Commissioners within fifteen (15) business days of the Local's receipt of the grievance. The Board will have twenty (20) business days after the receipt of the grievance to submit a written reply.
- **Step 3:** In the event that an answer is not received within twenty (20) business days, or the Local is not satisfied with the Board's response, the Grievance Committee will have twenty (20) business days within which to submit the grievance to binding arbitration.
- The parties agree that the Public Employment Relations Board (PERB) will be the administrative agency responsible for assisting the parties in the arbitration process. The parties agree that the decision of the arbitrator will be final and binding on each. All costs incurred relating to the appointment and services of the arbitrator will be borne by the losing party.
- The party's mutual agreement, in writing, may wave any time limit set forth above.

4.4 COMPLAINT AGAINST MEMBER

- Any complaint sent to the District against a member upon which the District intends to act, or which the District intends to place in the member's personnel file, will be promptly called to the attention of said member, and Local, within forty-eight (48) hours of receipt of the complaint. No letter or report will be placed in the member's file without the member's knowledge and without the member being afforded the opportunity to make a written response to the District to any such complaint.
- No member may be discharged without just cause.

4.5 PAST PRACTICE

- A past practice is any practice or rule relating to condition of employment which is established by its clarity and consistency, longevity and repetition, and acceptability and mutuality. There will be no change in such condition without first having obtained agreement and consent of the other party.
- All existing terms and conditions of employment will continue in full force and effect during the life of this agreement. It is the prerogative of the Board to initiate and announce new policies if they do not conflict with matters contained herein.

4.6 HOLD HARMLESS CLAUSE

- All Firefighters, Em's and AEMT's are presumed to be subject for duty twenty-four (24) hours a day, seven (7) days per week within the District. Any actions taken by the staff member on his time off which would be appropriate for Firefighters, EMT's and AEMT's on duty, if present or available, will be considered an official action, and the Firefighters, EMT's and AEMT's will have all rights to benefits concerning his actions as though they were on active duty. If a Firefighter, EMT and AEMT is faced with a civil claim arising out of the incident in the District related to his actions with the District, (except acts of willful misconduct or gross negligence), the District will provide legal counsel for his protection and hold him harmless from any financial loss, excluding punitive damages. This does not apply if the member is employed by another entity or is volunteering for another entity at the time of the member's action.
- It is not the intent of this provision to recall to duty for pay the individual for rendering the aid within the District.

4.7 SENIORITY

- Seniority is defined as the length of service from the first day of pay status for full-time firefighter. If more firefighters request the same vacation time off than can be reasonably allowed for operating reasons, seniority will prevail.
- All issues regarding seniority shall be settled by the Local 3813.

5.0 SALARY

5.1 SALARY

- Members start at a hiring rate and advance incrementally to the maximum rate (job rate) in five (5) steps over five (5) years.

5.2 SALARY SCHEDULE

Salaries will be increased across the board, effective on January 1st as indicated:

- 2004 hiring rate = \$38,807.00; job rate = \$51,510.00
- 2005 hiring rate = \$39,777.00; job rate = \$52,798.00
- 2006 hiring rate = \$40,970.00; job rate = \$54,382.00
- 2007 hiring rate = \$42,199.00; job rate = \$56,013.00
- 2008 hiring rate = \$43,464.00; job rate = \$57,693.00

5.3 LONGEVITY INCREASE

A longevity increase will be awarded to members with continuous and uninterrupted length of service payable the first pay period in December on the employee's anniversary date of hire.

- Five (5) years \$600 per year
- Ten (10) years \$1500 per year
- Fifteen (15) years \$1800 per year
- Twenty (20) years \$2200 per year

5.4 SALARY DIFFERENTIAL Omit this differential; keep \$10,000 annual stipend

- Lieutenant \$4.81 hourly differential
- Mechanic \$4.81 hourly differential
- Paramedic \$4.81 hourly differential
- QA/QI Administrator \$1.20 hourly differential Appointed by the EMS Administrator
- Lieutenants/Paramedics and Lieutenants/Mechanic would earn a combined differential of \$6.00 per hour.
- Community Relations Officer \$1.20 hourly differential

5.5 OVERTIME

- Overtime is to be paid at the rate of time and one-half for all hours worked over the scheduled shift time including attendance at all alarms and any other required education mandated by this agreement or the Board or as otherwise addressed in this agreement. Overtime rates will be calculated on the employee's base salary plus any applicable differentials.
- Scheduled overtime may only be authorized when approved by the Chief, Deputy Chief or his designee.
- Unscheduled overtime at an emergency can be approved by the commanding officer.
- If members are on a call which continues past the end of the scheduled shift, they are entitled to overtime, calculated to the nearest half hour based upon the time returned to quarters and/or relieved by the next shift person. Members in this situation who are scheduled to work the next shift will not be entitled to any compensation.
- The Local shall be responsible for the assignment of members to work overtime as authorized by the Chief, Deputy chief or his designee. Should the Local fail to cover an overtime assignment, the District reserves the right to fill that slot in any manner it deems appropriate.

5.6 CALL BACK TO DUTY

- For this article, call back refers to the call back to duty of a member after reporting off duty, and before the next scheduled shift.
- When a member is called back to duty, they will be compensated for a minimum of three (3) hours at the rate of time and one-half. Call back pay will be operative when the Commanding officer requests the staff to report back to duty.
- Should a call back occur on a holiday, then those members who are scheduled off for the holiday will receive regular pay plus time and a half for all hours worked.

5.7 WORKING OUT OF CLASSIFICATION

- Working out of classification is when a member is required to work for, or fill the vacancy of a higher ranking member. In the absence of an Officer (i.e. Lieutenant, EMS Administrator) the member filling that position will receive the salary difference for performing that job and those responsibilities. The member must work a minimum of four (4) hours out of classification in order to receive the hourly compensation. The member working out of his classification will receive the salary equivalent listed below, above his normal base salary.

- Lieutenant \$4.81 per hour
- EMS Administrator \$4.81 per hour

7.1 LEGISLATIVE AUTHORITY

- It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore will not become effective until appropriate legislative body has given approval.
- The LaGrange Fire District and the LaGrange Professional firefighters Local 3813 duly ratified this agreement and that ratification is shown by the presence of the signatures below.

LaGrange Fire District _____ LaGrange Professional Firefighters Local IAFF3813

DATED _____