

# **Collective Bargaining Agreement**

Between

**Fire District of the Town of Eastchester**

And

**Eastchester Professional Firefighters**

**Local 916 IAFF, AFL-CIO**

January 1, 2020-December 31, 2024

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AGREEMENT made by and between the FIRE DISTRICT of the TOWN OF EASTCHESTER, hereinafter referred to as the "Employer" or "Fire District", and the EASTCHESTER PROFESSIONAL FIREFIGHTERS LOCAL 916, (UNIFORMED PROFESSIONAL FIREFIGHTERS, INC.) hereinafter referred to as the "Association".

WHEREAS, the parties hereto desire to promote harmonious and cooperative relations in order to protect the lives and property of the citizens of the Town of Eastchester and provide the most efficient fire fighting service possible.

NOW, THEREFORE, in consideration of the premises herein contained, it is hereby mutually agreed by the parties hereto as follows:

#### **ARTICLE 1- RECOGNITION**

1. The Employer hereby recognizes the Association as the exclusive bargaining agent for all paid firefighters as listed in Article 2 in all matters pertaining to terms and conditions of employment for the period commencing January 1, 2020 and terminating December 31, 2024.
2. The Association agrees specifically to abide by the policies expressed in Article 14 of the Civil Service Law of the State of New York, referred to as the Public Employees Fair Employment Act, which law relates directly to the terms and conditions of employment, and generally to any existing and applicable laws of the State of New York, or any subdivision thereof.

#### **AGENCY SHOP**

3. The Fire District shall recognize the form of union security known as "Agency Shop". Present or future employees who are not members of the Union and who do not make application for membership within thirty (30) days after commencement of their employment, or on the case of present employees, within thirty (30) days after execution of this agreement, shall, as a condition of employment, have deducted from their bi-weekly wages, for payment to the Union by the Fire District an amount of money (to be called the "Agency Shop Fee") equal to the regular union bi-weekly dues, as a contribution toward administration of this agreement. The Union shall be solely responsible to account to such employees for the receipt and disbursement of all funds collected pursuant to this paragraph, and shall indemnify and hold harmless the Fire District from all loss and liability, including without limitation, all costs of defense on account of any claim asserted by any person relating to the collection, disbursement or purpose for which such funds may be used. Notwithstanding the foregoing, this section shall not be construed to prevent the Fire District Counsel from appearing or participating in any litigation to which the Fire District is a party. This provision shall become effective with the signing of this agreement, and upon the Union providing to the Fire District a copy thereof, and maintaining a refund procedure as required by Section 208 3(b) of the Taylor Act. Deductions thereafter shall be made commencing on the thirty (30) day period for application for membership.

**ARTICLE 2- WAGES**

1. The basic salary schedule commencing January 1, 2020 through December 31, 2024 for Association members shall be as follows:

January 1, 2020: 2.5%  
 January 1, 2021: 2.5%  
 January 1, 2022: 2.5%  
 January 1, 2023: 2.5%  
 January 1, 2024: 2.5%

JOB TITLE	2019	2020	2021	2022	2023	2024
Captain 1st Year	\$119,257.64	\$122,239.08	\$125,295.05	\$128,427.42	\$131,638.10	\$134,929.05
Captain	\$120,018.93	\$123,019.40	\$126,094.88	\$129,247.25	\$132,478.43	\$135,790.39
LT Fire Prevention	\$118,818.93	\$121,789.40	\$124,834.13	\$127,954.98	\$131,153.85	\$134,432.69
Lieutenants	\$108,017.21	\$110,717.64	\$113,485.58	\$116,322.71	\$119,230.77	\$122,211.53
FF Fire Prevention	\$98,896.12	\$101,368.52	\$103,902.73	\$106,500.29	\$109,162.79	\$111,891.85
<b>BEGINNING OF:</b>						
5 <sup>th</sup>	\$96,015.66	\$98,416.05	\$100,876.45	\$103,398.36	\$105,983.31	\$108,632.89
4 <sup>th</sup>	\$87,107.29	\$89,284.97	\$91,517.10	\$93,805.02	\$96,150.15	\$98,553.90
3 <sup>rd</sup>	\$78,210.00	\$80,165.25	\$82,169.38	\$84,223.62	\$86,329.21	\$88,487.44
2 <sup>nd</sup>	\$69,312.70	\$71,045.52	\$72,821.65	\$74,642.20	\$76,508.25	\$78,420.96
Starting Salary	\$56,117.99	\$57,520.94	\$58,958.96	\$60,432.94	\$61,943.76	\$63,492.35

- 1A. The basic salary schedule for all Association members hired on or after January 1, 2020 shall be as follows utilizing six (6) steps:

<b>FIREFIGHTER</b>		2020	2021	2022	2023	2024
<b>BEGINNING OF:</b>						
6th		98,416.05	100,876.45	103,398.36	105,983.31	108,632.89
5th		88,000.00	90,200.00	92,455.00	94,766.38	97,135.53
4th		82,416.05	84,476.45	86,588.36	88,753.07	90,971.90
3rd		72,000.00	73,800.00	75,645.00	77,536.13	79,474.53
2nd		63,500.00	65,087.50	66,714.69	68,382.55	70,092.12
Starting Salary		55,000.00	56,375.00	57,784.38	59,228.98	60,709.71

Effective January 1, 1985, the title Firefighter Mechanic and Firefighter Inspector shall be created. The salary for the position of Firefighter Inspector shall be \$2,600 above the base salary at the time he/she fills the position. A Lieutenant assigned to the Office of Fire

Prevention shall be paid at the rate of 10% above the salary for Lieutenant. In lieu of Terminal Leave, a member may choose to work on the position of Fire Mechanic. Said member may work up to ten (10) twenty-four hour tours at the rate of time and one-half the member's current rate of pay, the scheduling of which shall be arranged between the member and Chief of the Department. The above statements shall not be construed to mean that the District will fill these positions in the future.

2. These salary increases will be paid retroactive to the date of each increase.
3. There shall be a regular payment of salary twenty-six (26) times a year.
4. There shall be a 25% differential between the annual base salary of a top paid firefighter and captain.
5. There shall be a twelve and one half (12.5%) percent differential between the annual base salary of a top paid firefighter and a lieutenant.
6. The annual base salary of any firefighter or officer who is a certified EMT shall be increased by a dollar amount equal to three (3%) percent of a fifth year Firefighter's annual base salary provided in paragraph 1 of this Article, so long as such certification remains current. All members hired on or after January 1, 2020 will receive a yearly EMT stipend calculated as three (3%) of a fifth (5<sup>th</sup>) year Firefighter's annual base salary provided in paragraph 1A of this Article, so long as such certification remains current.
7. Bargaining unit members shall have the option of participating in the Statewide Deferred Compensation Plan. The Fire District agrees that participating members shall have a check off for the Deferred Compensation Plan if requested in writing by the individual member. Participating in the Deferred Compensation Plan will be offered as soon as administratively possible.
8. The pay scale for Day Firefighters shall be equal to Firefighters with equal rank and seniority.

### **ARTICLE 3-OVERTIME**

1. One (1) hour of paid travel time will be added for all 1075 calls that are equal to or greater than one (1) hour in duration for those members who respond to the call.

2. A member shall be deemed to be off duty when he/she is not on a scheduled tour of duty or he/she has, with due notice to the Department, arranged for a competent approved substitute for his/her scheduled tour of duty.
3. Where a member is off-duty because he/she has worked a mutual with another member who is to substitute for the first member and where the substitute becomes incapacitated for any reason, the Department shall provide a relief man for said substitute. The relief man is to be paid at the rate of time and one-half salary for time worked on that day. The original member to whom the mutual was granted owes the Department one day's working time or any part thereof.
4. In the event, however, a member of the paid personnel responds to an alarm prior to him/her being properly relieved and remains on duty, because of the alarm, after the time his/her tour would normally terminate, he/she shall be paid in money for such time for which he/she remains on duty.

#### **ARTICLE 4- WORKDAY AND WEEK**

1. A tour will begin at 8 a.m. and terminate at 8 a.m. the following day.

#### **ARTICLE 5- SWAPPING OF TOURS**

1. Upon written application from a member of the Association, said member will be allowed to work a mutual with another member if the written application is approved by the Chief of the Department or in his absence, the Captain. If the written application is disapproved by the Chief of the Department or in his absence, the Captain, then the member requesting such mutual will not be granted said mutual.
2. An employee may request to swap half a tour defined as ten hours (8:00 a.m. to 6 p.m.) or 14 hours (6 p.m. to 8 a.m.). The requirements of paragraph 1 of this Article shall apply to requests for half tour swaps. If a member is unable to find another member to swap a tour with, the member may request a self mutual from the Chief. Such request must be made to the Chief in writing at least 24 hours in advance of the requested tour. Requests for self mutuals are for emergencies. Self mutual shall be paid back time for time, and pay back hours shall be scheduled at the discretion of the Chief or his designee.

**ARTICLE 6- HOLIDAYS**

1. The parties agree that all paid personnel shall receive eleven (11) holidays a year, whether worked or not. All of said eleven (11) holidays shall be paid for in salary at an hourly rate equal to a 12 hour day of a firefighter or officer in accordance with Article 2 of this agreement.
2. The days recognized as paid holidays are:

New Years Day	July 4 <sup>th</sup>
Washington's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Easter	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	

**ARTICLE 7- VACATION**

1. The Chief may grant a portion of a member's annual vacation at a time other than that for which he/she would normally be assigned for vacation if there is good and sufficient reason thereof. However, it is understood that a vacation assignment is determined on the basis of available staffing.
2. The vacation schedule for all paid personnel is as follows:

More than:

1 year of service	9 days	2-4 day picks; 1 float
2 years of service	10 days	2-4 day picks; 2 float
3 years of service	12 days	3-4 day picks; or 2-4 day, 1-2 day, and 2 float
5 years of service	14 days	3-4 day picks; 2 float
Firefighter less than 1 year		Comp. Time as required
Lieutenant	14 days	2-4 day picks; 1-3 day pick; 3 float
Captain	16 days	3-4 day picks; 4 float

It is understood and agreed by the union that the vacation and float days provided under this article fully satisfy any "Kelly" days or Time that may be owed to unit members under Section 1015 of the Unconsolidated Laws of the State of New York.

3. The Fire District will allow Fire Captains to use their current allocation of Float Days provided in this Article at their discretion provided that the following conditions are met:
  - a. Another Fire Captain is available to cover the tour of the Captain who wishes to use a Float day;
  - b. If no relief Captain is available, then the Captain who covers the tour will do so at a rate of time and one-half salary.
4. Each Firefighter shall pick his/her vacation within four (4) days of receiving the list of available dates. The Chief or his/her designee shall attempt to contact off-duty members to apprise them of their turn to pick. If a Firefighter does not pick his/her vacation in the allotted time, the District's Compensatory time procedure shall apply to the selection of vacation.

#### **ARTICLE 8- LEAVE**

1. Leave of Absence. A leave of absence may be granted at the pleasure of the Employer in accordance with applicable law.
2. Emergency. In the absence of the Chief of the Department or the Captain the duty officer may grant reasonable time off for personal emergencies.
3. Compassionate. In the event of a death in a member's immediate family, the member will receive five (5) consecutive days off. Immediate family shall be defined as wife, children, grandchildren, parents, grandparents, great grandparents, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law. In the event of a death in the spouse's immediate family not herein before designated, a member will be granted three (3) consecutive days off. All time off, whether three (3) or five (5) days, will commence at 8:00 a.m. on the date immediately following the date of passing. Notification of family member's death, and corresponding time off, shall be made as soon as possible to the Chief of the Department, Captain or on-duty Officer. If, during this period, a member had been previously granted time off from his/her regularly scheduled tour by means of working or receiving a mutual, this day(s) may be cancelled by the member.
4. Sick. Sick leave will be provided for all paid personnel as follows:
  - a. All personnel with less than five years' service shall receive twenty (20) days per year (each equal to 12 hours) with the right to accumulate twenty (20) days (each equal to 12 hours) per year of unused leave commencing with the

second year of service until they have accumulated a total of one hundred and twenty (120) days (each equal to 12 hours) sick leave.

b. All paid personnel with more than five years' service who have heretofore accrued one hundred and twenty (120) days of sick leave (each day equal to 12 hours) shall continue to have same credited to them.

c. Each member shall contribute excess sick leave over 120 days (each day equal to 12 hours) as earned to a sick leave bank to be administered by the Union under guidelines established as herein set forth. The maximum number of days in the sick bank shall be 400 (each day equal to 12 hours) and additional sick days shall be contributed as available to maintain said maximum number.

d. The guidelines referred to above have been formulated by the Association and Employer.

e. The term "days" off shall mean work days (each are equal to 12 hours) and the granting of sick leave shall be subject to the rules and regulations of the Department, but not limited to rules Nos. 50 and 56 for paid personnel.

f. Effective January 1, 2020, all monetary sick leave awards for all members are revoked. In lieu of a monetary payout, all members who utilize zero (0) sick days in the following six-month period (Jan 1 – Jun 30 or Jul 1 – Dec 31) shall be credited with a personal leave day (called an "incentive day") for use in the calendar year in which it is earned. For example, an employee who utilizes zero (0) sick days between January 1, 2020 and June 30, 2020 shall be credited with one (1) incentive day which must be utilized on or before December 31, 2020. Furthermore, an employee who utilizes zero (0) sick days between July 1, 2020 and December 31, 2020 shall be credited with one (1) incentive day which they would then carry over into the subsequent year and utilize before December 31, 2021. Incentive days will be deemed irrevocably forfeited if a member, for any reason, is incapable of utilizing this time during the time frame it is granted for use. Incentive days cannot be bought back for any reason or donated to another employee. Incentive days cannot be earned in any pro-rated fashion. All approvals for incentive days off are granted by the Chief of the Department. Only one incentive day off will be granted per day and competing requests for incentive days off will be determined based on seniority and coverage. A member who agrees to cover another member that is utilizing an incentive personal leave day off shall be paid at a rate of straight time for all time worked.

5. Early. In the absence of the Chief of the Department or his assistant, the duty officer may grant early leave to a member who has been properly relieved.

6. Terminal. Every member who retires from the Department under honorable circumstances shall be granted 60 calendar days terminal leave, which is understood by the parties to be 60 calendar days of time off or payment for two (2) calendar months which is equal to two-twelfths (2/12ths) of the firefighter's base annual salary rate during the final year of service.

7. Attendance at Annual Dinner Dance. Unit members honored for twenty (20) years of service at the Annual Dinner Dance, the Union President, the Union Secretary-Treasurer, and Dance Chairman shall be granted 14 hours of relief to attend Annual Retirement Dance if he/she is regularly scheduled to work the day of the Dance.

8. Paternity Leave. Members working a group chart shall be entitled to take two (2) regularly scheduled and consecutive twenty-four (24 HR) hour tours off for the birth or adoption of their child. Members working weekdays (for example 8:00 AM – 4:00 PM) are entitled to take five (5) consecutive days off for the birth or adoption of their child. Paternity leave shall be requested and used within thirty (30) days of the child's birth or adoption and shall be forfeited if not used within this period. A member's request to take tours/days off for paternity leave and the member's revised schedule shall be approved by the Chief of the Department in his sole discretion.

#### **ARTICLE 9- MEDICAL AND INSURANCE BENEFITS**

1. Medical Insurance. All members will receive paid Blue Cross and Employer will continue to maintain the New York State Health Insurance Plan, all at Employer's expense. Any bargaining unit member hired on or after August 1, 1995 and before January 1, 2013, shall contribute twenty (20%) percent of their health insurance premium for their first four (4) years of employment with the Fire District. The Fire District will implement a contribution plan pursuant to Section 125 of the Internal Revenue Code, to the extent permitted by law, and the member's contribution required hereunder shall not commence until such time as the Section 125 plan is implemented. Any bargaining unit member hired on or after January 1, 2013 shall contribute ten (10%) percent of the medical insurance premium while employed by the District.
2. Opt Out. The Employee has the option to initiate a buyout waiver for his/her health insurance coverage whether he/ she be covered by a spouse's plan or another type of coverage. The district shall pay a non-pensionable lump sum payment of five-thousand (\$5,000) dollars for each twelve (12) month period to the employee for opting out of district healthcare coverage by the month of March of each year.

Employees who have already opted out of such benefits upon separation or retirement from employment with the district will not be eligible to retroactively rejoin the district's healthcare plan(s) at any subsequent date.

In any event where an employee chooses to opt back into coverage under the district's healthcare plan(s), after having previously opted out, s/he may do so only while s/he is currently an employee in good standing with the district. Furthermore, all members who choose to opt back into the district's healthcare plan(s) must pay back the prorated amount still left outstanding from that year's five-thousand (\$5000) dollar non-pensionable lump sum payment to the member, or, agree to have his/ her wages garnished by the district until such time that the outstanding premium is recouped by the employer.

3. Dental Insurance. The district's dental insurance contribution will increase five-thousand (\$5,000) each year through December 31, 2024:

January 1, 2020: \$120,000

January 1, 2021: \$125,000

January 1, 2022: \$130,000

January 1, 2023: \$135,000

January 1, 2024: \$140,000

4. Annual Physical. An annual physical examination shall be given to each member of the Department, conducted by the Department Physician, including EKG if requested by member.
5. Life Insurance. The Fire District will pay 75% of the cost per member per year towards the Union's Life Insurance Policy.
6. Retirement. For all current members hired on or before December 31, 2012, the district shall pay one hundred (100%) percent of the cost related to the individual healthcare plan premium and fifty (50%) percent of the cost related to the family healthcare plan premium in retirement, per the premium rates as determined by NYSHIP or any successor plan. This benefit is applicable to those members currently employed by the district as of January 1, 2020 and shall have no retroactive effect. An illustrative example of the premium share is found on Attachment "A."

For all members hired between January 1, 2013 and December 31, 2019, the District shall pay ninety (90%) of the cost of the individual healthcare premium and ninety (90%) of the cost related to the family healthcare premium in retirement, per the premium rates as determined by NYSHIP or any successor plan. An illustrative example of the premium share is found on Attachment "A."

For all members hired on or after January 1, 2020, the district shall pay ninety (90%) of the cost related to the individual retiree healthcare plan premium and fifty (50%) percent of the cost related to the retiree family healthcare plan premium in retirement, per the premium rates as determined by NYSHIP or any successor plan.. An illustrative example of the premium share is found on Attachment "A."

#### **ARTICLE 10- PENSION**

In addition to all retirement options, plans and benefits currently provided, the Fire District agrees to adopt effective January 1, 1991 the provisions and coverage of the New York Policemen's and Firemen's Retirement System Section 384-e of the Retirement and Social Security Law.

#### **ARTICLE 11- FOOD ALLOWANCE**

1. In the event that personnel are required to work during emergencies such as second alarms, snow storms, floods, etc., they shall receive an allowance for meals as follows: Breakfast- \$3.00; Lunch-\$5.00; Dinner-\$10.00

#### **ARTICLE 12- UNIFORMS**

1. One dress uniform shall be issued upon the expiration of the probationary period at the expense of the Employer. Replacements shall be provided on an individual basis according to the rules promulgated by the Employer.
2. Each firefighter will be issued two sets of work clothes (blues) and all turnout gear, including boots, coats, etc. and every member shall have two sets of work clothes in his/her possession at all times.
3. The Employer shall issue new work clothes without limitation to members of the Association on an "as needed" basis. The need shall be demonstrated by exhibiting the work item to be replaced to the Chief or his/her designee.
4. Upon issuance of a new item, the worn items shall be turned in unless a written statement explaining the unavailability of the item is submitted.
5. The determination to issue a new item or waive the exchange requirement for a replacement item is within the discretion of the Chief or his/her designee.
6. Work clothes issued by the Employer shall not be used by any member of the Association at any time or for any purpose other than their assigned duties as firefighters in the course of their employment.
7. The Employer shall not reasonably deny any individual request for issuance of a replacement item or work clothes.
8. During the term of this agreement suitable civilian attire may be worn by members traveling to and from duty stations. The member must change into uniform and be in proper uniform at the time his/her tour of duty commences and to continue until it terminates.
9. To the extent that the District has a reduced expenditure for work uniforms under average cost for the proceeding contract term, 25% of that savings annually on a non-

cumulative basis shall be deposited by the Employer into the Education Fund under Article 13 of this agreement.

All members shall receive an annual \$250.00 non-pensionable uniform cleaning allowance.

#### **ARTICLE 13- EDUCATIONAL ALLOWANCE**

1. Any firefighter may make application to the Board of Fire Commissioners in writing, requesting to continue his/her education in the firefighting field. Upon proof of successful completion of the course(s) taken at an accredited institution, a firefighter will receive 100% reimbursement for tuition paid. These funds will be issued on a first come, first serve basis until the existing budgeted amount of \$1,500 per annum is exhausted, at which time no further claims will be entertained against the fund for that budgeted year. Upon application for these funds, a copy of application to be forwarded to the President of Local 916. The Employer will consider on an individual basis a request for such tuition assistance and in its sole discretion permit payment of tuition in connection with educational programs.

#### **ARTICLE 14- INCREMENTS**

1. Upon the fifth anniversary of employment, each member shall be paid, in addition to his/her then regular base salary, the sum of \$200 per year, which sum shall be \$500 a year upon his/her 10<sup>th</sup> anniversary of employment, and shall be \$750 upon his/her 15<sup>th</sup> anniversary of employment.
2. The longevity increments are to attach and be made part of a member's salary as he/she attains the various anniversaries set forth above.
3. A member shall be eligible to receive an increment of 4% of his/her regular base salary upon completion of 16 years of service.
4. All members hired on or after January 1, 2020, only, shall receive an increment of two (2%) of his/her regular base salary upon completion of fifteen (15) years of service and a two (2%) increment of his/her regular base salary upon completion of twenty (20) years of service. This will be in lieu of the previous increment of four (4%) received after sixteen (16) years of service employees hired on or before December 31, 2019.

#### **ARTICLE 15- GRIEVANCES**

##### **A. NON-ARBITRABLE GRIEVANCES**

1. Grievances shall mean any violation of the existing laws, procedures, regulations, administrative orders which relate to or involve an individual employee's health or safety, physical facilities, material or equipment furnished to employees or dispute arising out of supervision of employees.
2. A grievance committee is to be established by the Association under the Association's By-Laws. The names of the members of the grievance committee shall be submitted upon their appointment or election to the Board of Fire Commissioners.

3. In the event an individual member of the Association has a grievance concerning the above stated matters, said member should submit a signed petition in writing setting forth the facts and circumstances surrounding his/her alleged grievance.
4. If in the opinion of the grievance committee no grievance exists, no further action is possible.
5. If in the opinion of the grievance committee there is need for further action, said signed petition should be submitted to the Chief of the Department along with any recommendations of the grievance committee for determination.
6. The Chief of the Department shall have up to twenty-one (21) calendar days to issue his/her determination of any grievance.
7. If the determination of the Chief of the Fire Department is rejected by the aggrieved party, he/she shall have the right of appeal and a hearing before the Board of Fire Commissioners. Said appeal is to be heard within five (5) business days after the determination of the Chief of the Fire Department has been submitted to the Board of Fire Commissioners.
8. The five day limitation may be waived by the parties hereto in the interest of justice. Thereafter, within five (5) days of said hearing, the Board of Fire Commissioners shall submit a written determination to the aggrieved party.
9. The party to the grievance shall have the right to produce reasonable evidence to support his/her contentions.

**B. ARBITRABLE GRIEVANCES**

1. Grievance shall mean any violation of the terms of this contract.
2. The employee will have fifteen (15) days from the occurrence of the violation to submit his/her grievance.
3. The remaining steps of the grievance process (paragraphs 2 through 9) shall be the same as the non-arbitrable grievance process.
4. If an agreement is not reached between the parties, the Association may process such grievance to arbitration within fifteen (15) days of the aggrieved parties' receipt of the Board of Fire Commissioners' written determination. The Rules and Regulations of the American Arbitration Association and the decision of the Arbitrator shall be binding.

**ARTICLE 16- BILL OF RIGHTS**

1. All rights, privileges, and working conditions enjoyed by the parties at the present time which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the time of this Agreement unless changed by mutual consent, with the exception of any negotiable items concerning the terms of employment. All rights, privileges

and working conditions as referred to in this section shall mean those conditions that have been enjoyed by all members for an extended period of time. Also, the rights, privileges and working conditions as referred to in this section shall not curtail any managerial rights that are necessary for the Fire District to operationally function in an efficient manner.

#### **ARTICLE 17- LEGISLATION**

1. In the event laws are repealed or modified so as to permit greater Association security and/or employer's security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with said changes.
2. If the enactment of legislation or determined by Court of final jurisdiction (whether in a proceeding between the parties or one based on a similar state of facts) renders any portion of this agreement invalid or unenforceable, it shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not been originally included herein.
3. 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 THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **ARTICLE 18- ASSOCIATION BUSINESS**

1. Dues. Check off for dues of all members of the Association will be maintained by the Employer.
2. Meetings. The Association shall be permitted to hold meetings in any fire station of the District upon notification to the Chief of the Department.
3. Application for time off with pay to attend as an authorized delegate to meetings of the Association shall be granted at the discretion of the Employer upon application to the Chief of the Department and approval by the Board of Fire Commissioners. In addition, the President of the Association and one duly elected delegate shall be granted the necessary time off, with pay, if they are scheduled to be on duty, in order that they may attend the New York State Professional Firefighters Convention and similarly the International Association of Firefighters Convention. Further, the Association's President and one delegate shall be granted time off to attend the Legislative Conference which occurs in the spring of each year. However, this time off shall be handled as a "mutual" with the "mutual" receiving compensatory time off at a time that would result in no additional cost to the Fire District.

4. Solicitation. The Association may be permitted to solicit funds publicly within the Fire District upon written request to the Employer and the approval thereof.
5. Union Office Space. The Union will be provided office space with the specific location determined at the sole discretion of the Board of Fire Commissioners, subject to change at the sole discretion at the Board of Fire Commissioners after consultation with the Union.

#### **ARTICLE 19- TRAINING**

1. The parties agree that there is a compelling necessity for a regular conducted and well organized training program of all professional personnel. The Fire District shall provide training required by applicable provisions of State law.
2. Each unit member shall participate in up to two (2) training days per calendar year to be determined and scheduled by the Chief, which shall include at least one (1) day of Cold Weather Training each calendar year. Such Training Days will be eight (8) hours in length and members will be paid at the rate of time and one-half their regular hourly rate. To be eligible for such payment the member must actually participate in the scheduled training.

#### **ARTICLE 20- SAFETY COMMITTEE**

A Safety Committee will be established consisting of six (6) members:

1. One Fire Commissioner who will be designated Chairman of the Safety Committee. The Chairman of the Board of Fire Commissioners, the Fire Chief, three (3) members of the Association.
2. The mission of the committee is to review practices or conditions that could affect health and/or safety of the Firefighters. The recommendations of this Committee will be advisory in nature and shall not be construed to limit the rights of the Board of Fire Commissioners.
3. A meeting will be conducted once per year and shall not exceed two (2) hours in length. If warranted, the Chairman of the Safety Committee shall have the authority to conduct a meeting more often than every three (3) months and extend the meeting beyond the two (2) hour limit. The Secretary of the Board of Fire Commissioners shall be responsible for taking and distributing written minutes to the members of this Committee.

#### **ARTICLE 21- E.M.T. TRAINING**

1. The District shall certify or recertify all Officers and Firefighters as Emergency Medical Technicians. Necessary training will take place during the employee's regular tours of duty. The District's contribution toward the cost of the instructor fees shall be a maximum of \$16,000 per year. The training of

firefighters and officers will take place within an administratively reasonable time frame taking into consideration, among other circumstances, the availability of instructors and availability of individual firefighters affected by their absences due to vacation, illness or other on-the-job injuries.

**ARTICLE 22- EYE CARE**

1. The District shall contribute \$600 per employee annually to Local 916 towards eye care or like benefit.

**ARTICLE 23- JURY DUTY**

1. In the event an employee is required to be present in Court, pursuant to a jury duty notice, while he/she is scheduled to work, such employee shall be excused from work with no loss in benefits or pay. The excuse from work shall commence from 11:00 p.m. the evening before jury duty is to begin and end when the jury is dismissed for the day. Reasonable time for travel is allowed.

As a condition of eligibility to the benefits provided herein, the employee shall provide to the Chief or his designee the certification of jury service indicating the dates the employee was present in Court for jury service.

**ARTICLE 24- MATERNITY LEAVE**

1. The District shall follow the laws as they apply in the Family and Medical Leave Act of 1993.

**ARTICLE 25- TERM OF AGREEMENT**

1. The term of this Agreement is January 1, 2020 to December 31, 2024.

**FIRE DISTRICT OF THE TOWN  
OF EASTCHESTER**

By: \_\_\_\_\_  
**BOARD OF FIRE COMMISSIONERS**

**EASTCHESTER PROFESSIONAL  
FIREFIGHTERS, LOCAL 916**

By: \_\_\_\_\_  
**PRESIDENT, LOCAL 916**

**ATTACHMENT "A"**  
**Illustrative Examples for Retiree's Healthcare Premium Share**

The following examples are for illustrative purposes only to explain how the retiree's premium share is calculated; as such, the premium rates set forth below may be higher in future years as determined by NYSHIP or a successor plan.\*

**Assumed Annual Plan Costs for All Examples:**

2019 Total Cost of Individual + Family Plan (rounded) = \$29,000/year

2019 Total cost of Individual Plan (rounded) = \$12,500/year

2019 Total cost of Family Plan (difference of plans above) = \$16,500/year

**Example #1** - For all current members hired on or before December 31, 2012:

- District share = 100% of Cost of Individual Plan + 50% of Cost of Family Plan  
 $\$12,500 + (\$16,500 \times 50\%) = \$20,750$
- Employee share = 50% of Cost of Family Plan  
 $\$16,500 \times 50\% = \$8,250$

**Example #2** - For all members hired between January 1, 2013 and December 31, 2019:

- District share = 90% of Cost of Individual Plan + 90% of Cost of Family Plan  
 $(\$12,500 \times 90\%) + (\$16,500 \times 90\%) = \$26,100$
- Employee share = 10% of Cost of Individual Plan + 10% of Cost of Family Plan  
 $(\$12,500 \times 10\%) + (\$16,500 \times 10\%) = \$2,900$

**Example #3** - For all members hired on after January 1, 2020:

- District share = 90% of Cost of Individual Plan + 50% of Cost of Family Plan  
 $(\$12,500 \times 90\%) + (\$16,500 \times 50\%) = \$19,500$
- Employee share = 10% of Cost of Individual Plan + 50% of Cost of Family Plan  
 $(\$12,500 \times 10\%) + (\$16,500 \times 50\%) = \$9,500$

\*Per NYSHIP's current regulations, the cost of the Individual Plan remains the same regardless of whether the retiree or his/her spouse becomes Medicare primary first.