



Labor Agreement

Between

The

Laurelton Professional Firefighters
Association

IAFF Local 5218

And

The

Laurelton Fire District

January 1st, 2020 – December 31st, 2024

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ARTICLE 1

PREAMBLE

1. This agreement is between the Laurelton Fire District (herein referred to as the “Employer”) and the Laurelton Professional Firefighters Association, Local #5218, International Association of Fire Fighters, AFL-CIO (herein referred to as the “employee”, “Union” or “Association”).
2. The purpose of this agreement is to set forth wages, hours and terms and conditions of employment for those employed by the Fire District on a full-time basis who occupy the Civil Service classifications of Firefighter and Fire Lieutenant, and who are covered by this agreement.
3. 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

1. The Fire District recognized the Union as the exclusive negotiating representative for all full-time paid employees with permanent Civil Service classifications of Firefighter and Fire Lieutenant.

ARTICLE 3

UNION SECURITY

1. The District does hereby recognize Laurelton Professional Firefighter's Association IAFF Local 5218 as the exclusive employee organization to represent the employees within the negotiating unit and extends to the Local the following rights:
 - a) To represent the employees in contract negotiations and in the presentation and settlement of grievances, and
 - b) The District agrees to notify the local within thirty (30) days of an employee being employed, re-employed, promoted or transferred within the bargaining unit by providing the name, address, job title, department, operating unit and work location
 - c) The District recognizes the right of the local bargaining unit to membership dues deduction after presentation of dues deduction authorization cards signed by individual employees.
 - d) The District fiscal officer making such deductions will transmit these amounts within thirty (30) days of receiving the employee's signed authorization card.

ARTICLE 4

RIGHTS OF EMPLOYEES

1. The Employer will not subject any Employee to discrimination, harassment or retaliation because of membership in, or lawful activity on behalf of the Union, nor will the Employer attempt to dominate or interfere with the Union.
2. The Employer and the Union agree to prohibit any unlawful discrimination with regard to race, creed, color, age, religion, national origin, marital status, gender, sex, pregnancy, or disability, or any other protected class as provided under federal and state laws, rules and regulations. In the event of a discrimination claim by an employee, the grievance procedure contained in this agreement may be utilized; however, arbitration shall be not available for such claim, if unresolved, it may be submitted to the State or Federal agency with jurisdiction.

ARTICLE 5

NO WORK INTERRUPTION

1. During the term of this agreement, there shall be no work stoppage or interruption or slowdown or any other concerted refusal to perform diligently the responsibilities of the Civil Service Firefighter and Civil Service Fire Lieutenant of the Laurelton Fire District or any other duties assigned to them.

ARTICLE 6

UNION NOTIFICATION

1. The Fire District will establish and provide to the Union a current seniority list, which shall be updated as necessary (new hires, leaves of absence, layoffs, etc.).
2. The Union President and Vice-President shall be provided with the following information concerning unit members on a timely basis: new appointments, promotions, transfers, disciplinary action, terminations, leaves of absence (in excess of one month), serious injuries (requiring hospital treatment), and death. (Except any information that is protected by HIPPA Privacy Act or any other state and Federal laws/statutes)

ARTICLE 7

MANAGEMENT RIGHTS

1. All functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, delegated, granted or modified by the Agreement are, and shall remain, exclusively those of the Employer.
 2. Not by way of limitation of forgoing, the Employer retains the sole 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 the buildings, real estate, materials and equipment; to maintain order and efficiency; to discipline, suspend, discharge, hire, layoff, assign, transfer, promoted and determine the qualification of employees, to determine the hours of work and to enforce the 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 of this Agreement.
 3. In exercising these rights, the Employer shall comply with all applicable laws.
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ARTICLE 8

RULES AND REGULATIONS

1. The Employer retains the sole discretion to adopt rules and regulations for the operation and administration of the Laurelton Fire District. The Employer 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.
2. Before adoption of new or revised rule and regulation, the Union President and Vice President shall be provided with a copy of the proposed rule or regulation and shall be given reasonable opportunity to comment upon the proposed new or revised rule or regulation. Such opportunity to comment however, will in no way impair the Fire Districts unilateral right to implement the new or revised rule or regulation.

ARTICLE 9

DISCIPLINE AND DISCHARGE

1. All disciplinary action, including termination shall be conducted in accordance with Section 75 of the Civil Service Law, except according to Section 9.5 of this Article.
2. An Employee subjected to a pre-disciplinary interview or interrogation shall be informed of his/her right to Union Representation, the employee has the right to decline such representation.
3. The selection of the hearing officer to conduct a Section 75 hearing shall come from a mutually agreed upon list between the Union and the Fire District.
4. An Employee may agree to accept command discipline without notice and hearing rights afforded by Civil Service Law but shall not create a precedent for the discipline of any Civil Service Firefighter and Civil Service Fire Lieutenant.
5. The above notwithstanding, nothing will prevent the District from terminating a probationary bargaining unit member with or without cause, upon notice, without a hearing of opportunity to be heard.

ARTICLE 10

PERSONNEL FILES

1. Within fifteen (15) calendar days of a written request by an Employee, the Fire District will allow an Employee to review his/her personnel and medical files upon execution by the employee of the appropriate medical release.
2. The Employee may submit a written response to any materials contained in his/her file, and he/she shall be entitled to a copy (without cost) of any documents relating to his/her conduct or performance, provided the employee executes the appropriate medical or record release.

ARTICLE 11

RELATIONSHIP OF STATUTE TO AGREEMENT

1. The Employer shall maintain all the powers and duties accorded to it under New York State and Federal Law, as amended from time to time, and in event of any conflict between New York State law or any other statutes and provisions of this Agreement, then the statute shall prevail.
2. The above notwithstanding with respect to matters having to do with the relationship of an Employee, either individually or under the Association, to the Fire District as the Employer, the provisions of this Agreement shall prevail.
3. It is agreed that this Agreement may only be modified by written amendment voluntarily accepted by the parties of this Agreement and executed by their representatives.

ARTICLE 12

GRIEVANCE PROCEDURE

1. For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy arising out of this Agreement.
2. In the event of a grievance as defined in Section 12.1 of this Article, the parties shall resolve the grievance in the following manner.

Step 1 The grievance shall be presented in writing, by the Association to the Commissioner of Personnel within fifteen (15) calendar days of the act or omission giving rise to the grievance.

The Commissioner shall make a written response to the grievance within fourteen (14) calendar days from the receipt of the grievance.

If the Commissioner of Personnel is the cause or directly involved in the grievance, the grievance will move to Step 2.

Step 2 If the grievance is not resolved in Step 1, the grievance will be presented in writing to the Board of Fire Commissioners within fourteen (14) calendar days after the response at Step 1 is given, or due, whichever comes first. The Board of Fire Commissioners will discuss the grievance with the Associations representative, if requested, and reply in writing within fourteen (14) calendar days after the grievance is received or discussions with the Association representative have concluded, whichever is later.

Step 3 If the grievance is not resolved at Step 2, either the Association or the Employer may demand arbitration/ Sch demand must be made to NYS PERB within fourteen (14) calendar days after he response at Step is given or due, whichever is first. The Arbitration shall then proceed in accordance with NYS PERB Rules of Procedure.

3. The time limits in this grievance procedure for Steps 1,2, and 3 may be extended by mutual agreement of the Association and the Employer.
4. All grievances are required to be in writing and shall contain a summary of the facts and where appropriate, include the name(s) of the Employee(s) involved, the specific provision(s) of the Agreement in dispute, and the remedy being sought.

5. The time limits for filing, answering or appealing a grievance are mandatory and conditions precedent to arbitration or appeal. The failure to respond to the grievance within the time period set forth herein shall permit the grievant to appeal to the next step or if the failure to respond is on part of the grievant, the grievance is deemed abandoned or waived.

ARTICLE 13

ARBITRATION PROCEDURE

1. The arbitration proceedings for the grievance shall be conducted, including the selection of an arbitrator, in accordance with the NYS PERB Rules of Procedure unless the parties mutually agree to the selection of an arbitrator.
2. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument.
3. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, subtract from, or delete any provision of this Agreement, and shall confine his/her decision and award solely to the interpretation and application of this Agreement. The arbitrator shall confine himself/herself to the grievance submitted for arbitration and shall have no authority or power to determine any other cases not so submitted to him/her. No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement of all parties.
4. Expenses for the arbitrator's services and the proceedings shall be borne by the party that receives an unfavorable decision. However, each party shall be responsible for the cost of preparing and presenting its own case, including compensating its own witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made, providing it pays for the transcript and makes a copy available to the arbitrator without charge.
5. Upon agreement of the Employer and the Association, the cost of preparing a transcript shall be shared and both parties shall receive a copy of such transcript.

ARTICLE 14

TRAINING PROGRAM

1. The District will provide a minimum of 100hrs. In-service training to career personnel in accordance with NYS OFPC Minimum Standards, NYCRR Part 426.7, annually.
 - 1.1. Career members will attend, and actively participate in any training session conducted in or by the fire district while on duty unless excused by the MTO, Fire Chief or any Fire Commissioner.
 - 1.2. A minimum of two-week notice will be provided for required training provided outside the employee's regular work schedule.
2. Non-District Training
 - 2.1. Federal level training
 - 2.1.1. Defined as: Courses offered through a recognized federal provider (such as the National Fire Academy (NFA), Department of Transportation (DOT) or Department of Defense (DOD)).
 - 2.1.2. The Fire District may sponsor career members to these certified and recognized training programs as long as the travel, curriculum and housing are provided by the course provider.
 - 2.2. New York State Training
 - 2.2.1. Defined as: Courses offered through a recognized state agency (such as Office of Fire Prevention and Control (OFPC), State Emergency Management (SEMO) or Department of Home Land Security (DHS)).
 - 2.2.2. The Fire District may sponsor the career member, cover course registration fees and costs as well as housing and travel for any district approved training.
 - 2.3. Monroe County Training
 - 2.3.1. Defined as: Courses offered through a recognized county agency (such as the Monroe County Fire Bureau (MCFB), STEP Conference or a local fire/ems department or contractor).
 - 2.3.2. The Fire District may sponsor the career member and cover any course costs and fees for any district approved training.

2.4. Conferences and Seminars:

- 2.4.1. Defined as: Fire Service related conference or seminar (such as Fire Department Instructors Conference (FDIC), FDNY Symposium or Fire House Expo).
- 2.4.2. The Fire District may sponsor the career member and cover all conference or seminar costs/fees, travel and housing for district approved training.

2.5. For the above articles:

- 2.5.1. Requests will be submitted to the MTO, and forwarded to the Board of Fire Commission for approval. Requests should be submitted 30 days prior; if practical.
- 2.5.2. The employee will be required to reimburse the district for any fees or costs associated with the training that cannot be refunded if the employee cancels the training with less than 30 days' notice.
 - 2.5.2.1. Reimbursement will be through payroll deduction or personal payment by the employee.
- 2.5.3. For Laurelton Fire District mandated training topics or courses, the Fire District will cover members time as well as all costs associated with training course or session when pre-approved by the district.
- 2.5.4. For department related training that the member is electing to take, members may attend training with no loss of time to them provided that minimum staffing is maintained and the district does not incur overtime.
 - 2.5.4.1. In the event that an employee has arranged training time off with his group and an unexpected absence occurs, the district agrees to pay overtime to cover the absence.
- 2.5.5. Exceptions will be made to provide for housing and travel expenses at the districts discretion for situations not defined above.
- 2.5.6. The District reserves the right to deny training requests for budget, manpower purposes, or requests for training not related to Fire District Operations.
- 2.5.7. Copies of certification of completion will be provided to the MTO for record keeping purposes.

3. If any member is injured or taken ill as the result of participation in any District approved or sponsored training and even where such training is voluntary, occurs outside of the member's regularly scheduled hours and/or the member is not paid by the District while attending such training, the Employee shall be eligible for benefits equivalent to the benefits provided under General Municipal Law 207-a and all of the provisions of Appendix A shall be applicable.

ARTICLE 15

CIVIL SERVICE LIST

1. The employer will allow any and all eligible employees who are scheduled to work, time to take the promotional exam(s). Any employee eligible for a promotional civil service exam will be released for said exam regardless of staffing. The employee must return to work directly after completing the exam, allowing for reasonable travel time.
2. Employees wishing to be released from duty in order to take a qualified civil service promotional exam are required to notify the Commissioner of Personnel no less than 30 calendar days prior to the exam.
3. Announcements for any and all promotional opportunities or job openings shall be posted in the fire station a minimum of 30 calendar days.

ARTICLE 16

UNIFORMS AND EQUIPMENT ALLOTMENT

- 1.1. The District shall provide employees with work uniforms so all members of the Department present a singular appearance. The District shall assign each employee the following Station Wear upon employment
 - 1.1.1. Three (3) Collared uniform shirts or polos bearing Laurelton Fire Department Logo and employee Name/Rank
 - 1.1.2. Four (4) T Shirts bearing the Laurelton Fire Department Logo
 - 1.1.3. Three (3) Pairs of station or EMS Pants or shorts
 - 1.1.4. One (1) Pair of Athletic Shorts bearing the Laurelton Fire Department Logo
 - 1.1.5. One (1) Job Shirt or Quarter Zip Sweatshirt Bearing the Laurelton Fire Department Logo
 - 1.1.6. Winter Knit Hat bearing Laurelton Fire Department Logo
 - 1.1.7. Winter Coat
 - 1.1.8. Winter Gloves
- 1.2. The District shall assign each employee the following Dress Uniform upon completion of their probationary period.
 - 1.2.1. Hat, Coat, Pants, Dress Shirt, Tie, Belt, Name Plate, Badge and Collar Brass.
2. Station Wear shall be donned between the hours of 0700 and 2200.
 - 2.1. It is the employee's responsibility to purchase black station boots or shoes
 - 2.2. Station Shorts in lieu of pants may be worn anytime the outside temperature exceeds 65 degrees
 - 2.3. Physical fitness time is encouraged during the day. The employee shall wear t shirt and athletic shorts. Bunker pants will be worn over shorts if on an emergency call
 - 2.4. From 2200 to 0700, the employee may wear T-Shirt and Athletic Shorts. Bunker Pants shall be worn if on an emergency call.

3. Uniform replacement: The commissioner in charge of uniforms will establish a target replacement interval based on historical data. All clothing purchases must be preapproved by a Fire Commissioner.
4. The Employer agrees to provide each Employee with a \$200 allowance at the last pay period of each calendar year towards additional personal equipment not provided by the district (E.G. station boots, leather fire helmets, personal equipment).

ARTICLE 17

WORK SCHEDULE- Group Personnel

1. The normal work block for Firefighters and Fire Lieutenants assigned to a group (a group defined as one of the four rotating schedule blocks) will be a 24-hour shift beginning at 8:00 am and concluding at 8:00 am the following day. Shifts will follow the 28-day pattern as follows:
 - 1.1. Week 1: Friday
 - 1.2. Week 2: Sunday, Wednesday, Saturday
 - 1.3. Week 3: Tuesday
 - 1.4. Week 4: Monday, Thursday
2. The use of beds will be permitted for all employees between the hours of 22:00 and 07:00.
 - 2.1. Hurricanes, riots, flood or emergencies that demand extended tours of duty or recall to duty will permit use of beds at the discretion of any Fire Commissioner
 - 2.2. Any time an employee becomes ill while on shift, his/her immediate Supervisor may permit the employee to use the bed.
 - 2.3. Between 17:00 hours and 07:00 hours no employee will be required to engage in routine station maintenance or clean up
3. Trade days will be allowed between Employees and will be the responsibility of the Employees update the electronic schedule prior to the start of the shift. Any time gained or lost between Firefighters or Fire Lieutenants is the sole responsibility of the Employee and the District shall not be held responsible for such time gained or lost.
4. An Employee may not work more than 48 consecutive hours at any given time, unless approved by the Commissioner of Personnel.
5. Employees assigned to the group schedule shall be given forty-five (45) days written notice prior to any permanent changes to group assignments or schedule unless otherwise agreed upon by affected parties. The union agrees to recognize extenuating or emergency situations which would warrant immediate changes, executed upon agreement of the Labor Management Committee. In the case that an "emergency or extenuating" circumstance is agreed upon; schedule changes will first

be filled by qualified employees willing to volunteer for a change before any “unwilling changes”. Should a member’s schedule be changed unwillingly the District agrees to make reasonable time off accommodations for any financial burdens the employee may be subjected to and may request proof of such burdens i.e. vacations, day care, etc.

ARTICLE 18

MINIMUM STAFFING

1. Minimum staffing is defined as one (1) civil service firefighter and one civil service or District Appointed Fire Lieutenant on duty in the Laurelton Fire District available to respond to calls.

1.1. One employee may take vacation on a single group, at any given time.

ARTICLE 19

SENIORITY

1. Seniority shall be determined as follows:

1.1. Firefighters

1.1.1. Continuous service with the Employer from the date of Civil Service Appointment to Firefighter subject to the following:

1.1.1.1. If there is more than one Employee hired on the same date, seniority will be determined by Civil Service test score

1.1.1.2. In the event that there is more than one Employee with the same Civil Service test score, seniority will be determined by final Basic Fire Fighter Training Academy course average.

1.1.1.3. Any further seniority determinations after following the above guidelines will be at the discretion of the Employer.

1.2. Fire Lieutenants

1.2.1. Continuous service with the Employer from the date of Civil Service Promotion to Fire Lieutenant subject to the following:

1.2.1.1. If there is more than one Employee promoted on the same date, seniority will be determined by Civil Service test score on the promotional exam.

1.2.1.2. In the event that there is more than one Employee with the same Civil Service promotional test score, seniority will be determined by appointment date to Firefighter.

2. Seniority for the purpose of bidding on shifts, overtime or vacation shall be based on continuous service to the Laurelton Fire District.

ARTICLE 20

PAYDAY AND PAYROLL DEPOSITS

1. All Employees will be paid Semi-Monthly with regular pay days occurring on the 15th, and last day of the month. If Payday falls on a holiday, the payday will move to the last business day immediately preceding the scheduled payday.
2. By the 1st pay date in December, the district shall provide the association a list of the scheduled pay dates for the next year. This shall be based on a continuance of the schedule of the current year. The employee's base salary shall be divided by the number of scheduled pay dates for the upcoming year.
3. The employer will offer each employee the opportunity to have their pay directly deposited into the Employee's personal checking or savings account at the Employees' financial institution subject to the ability of the financial institution to process direct deposits and the unit members' execution of the appropriate documentation.

ARTICLE 21

FUNERAL LEAVE

1. In the event of a death in the Employee's immediate family, and is assigned to work, group-assigned employees will receive up to 72 hours of paid leave from the death up until internment. Any changes to this would need approval from the Board of Fire Commissioner's. Immediate family includes: spouse, parents/parents of spouse, step parents/step parents of spouse grandparents/grandchildren, children/step-children, siblings, son/daughter-in-law.
2. In the event of a death of any "other family member" of the Employee, the Employee shall be allowed time off with 8 hours pay, for the day of the funeral. Any other family member shall be defined as grandparents/grandchildren of spouse or domestic partner, children of domestic partner, aunts and uncles.

ARTICLE 22

HOLIDAYS

1. Employees shall receive paid compensation for eight (8) holidays at 12 hours each. This totals ninety-six (96) hours of pay. Total number of hours reported to payroll is contingent upon Civil Service employment prior to the holiday.
 - 1.1. Recognized Holidays shall be: New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas Day.
2. Holiday paycheck will be paid to Employees the first pay period of November.
3. Employees may receive paid compensation for all 8 Holidays, 4 Holidays, or no Holidays. If the employee chooses not to receive paid compensation for Holidays, they will be considered Holiday days and each day will be given as a 12-hour block into the Employees Holiday Bank (8 Holiday days will be 96 hours, 4 Holiday days will be 48 hours). Holiday Banks must be used within that calendar year
4. Employees electing not to receive paid compensation for Holidays must notify the Commissioner of Personnel and District Secretary before December 23rd of the preceding year of the number of Holidays not being compensated.
5. Employees starting mid-calendar year shall only be paid holidays following their date of hire.
6. The association will rotate major holidays as outlined in Appendix C.

ARTICLE 23

DEATH BENEFITS

1. The Employer will pay for the full premium for both Term Life Insurance and Accidental Death and Dismemberment Insurance coverage, for each Employee, in the amount of \$50,000.00.
2. Upon an Employee's death, medical or disability separation from service, the Employer shall pay the employee's beneficiary or the estate all wages and leave benefits owed to the Employee, for the year in which separation occurs less any monies owed to the district. This payment will be at the Employee's pay rate at the time of his or her death and will be paid within thirty (30) days from receipt by the district of a valid letter testamentary, or administration, along with a proper designation of who shall receive the benefits.
3. In the event of an Employee Line of Duty death the Employer agrees to continue to pay for the deceased Employees spouse and dependent children's health insurance for one (1) year after the employee's death.
4. In the event of an Employee death that does not occur in the Line of Duty the Employer agrees to maintain health benefits for the Employees spouse and their dependents for a period of six (6) months following the Employees death.

ARTICLE 24

HEALTH BENEFITS

Current Employees

1. The Fire District shall have the option from time to time to shop healthcare providers for the most coverage and least cost to both the district and Employees. The health benefits include:
 - 1.1. The Fire District will pay 100% of the premium of a Single "Simply Blue Plus Gold 6" health insurance plan
 - 1.2. The Fire District will pay 80% of the premium of a 2 Person, Family No Spouse, or Family "Simply Blue Plus Gold 6" health insurance plan
 - 1.3. The Fire District will pay 100% of the premium of a Single, 2 Person, Family No Spouse, or Family "Dental Blue" dental insurance plan.
 - 1.4. The Fire District will pay 100% of the premium of a Single, 2 Person, Family No Spouse, or Family Vision Service Plan.
2. Any changes to pricing or availability of the plans themselves during the life of this agreement will need to be agreed upon by both parties.
3. An employee's co-payment for health, dental and vision shall be made by payroll deduction authorized in writing by the employee.
4. In order to offer the most coverage at the lowest cost, the District agrees to establish and maintain a Health Reimbursement Account (HRA) for each employee electing to receive health insurance benefits. This HRA will be fully funded by the District annually to the maximum out of pocket expense for said plan to the employee, however non-covered items may still incur some out of pocket expense. A system shall be established and agreed upon by the Union and the District to determine how best to utilize or access this account. This HRA will be used for paying Co-Payments, Prescription Drugs, and other approved medical expenses.
 - 4.1. To the fullest extent permitted by law, district maintained HRA will cover 100% of medical expenses that are covered under the health care plan.
 - 4.2. Except in the case where the HRA plan is no longer available. Any changes to pricing or availability of the HRA itself during the life of this agreement will need to be agreed upon by both parties.

Retired Employees

5. The Fire District will pay 100% of the single or 80% of the premium of a 2 Person, "Simply Blue Plus Gold 6" health insurance plan until they and their spouse are Medicare eligible. The retired employee will receive all benefits of medical coverage that the active employees receive on a Single or 2 Person plan. The spouse will be allowed to continue on the plan in the event the retired employee expires before Medicare eligibility. This spousal coverage will terminate immediately in the event that the surviving spouse re-marries. In the event a surviving spouse does not remarry, the spousal coverage shall terminate on the 5th anniversary of the retired employees' death.
 - 5.1. If the Employee can receive health benefits elsewhere, they must exercise that option as long as the replacement plan is of equal to or greater coverage and the cost to the Employee is equal to or less than any other option available.
 - 5.2. The minimum age the employee may collect the retirement health benefits is at age 50. Employees retiring before age 50 are still eligible for the benefit but will have to reach age 50 before benefits begin and will be responsible for 100% of the premium until their 50th birthday.
 - 5.3. When the retiree reaches the age where he/she is eligible for Medicare, the District will reimburse employees for Supplemental Medicare Insurance (Medigap) coverage, not to exceed 80% of health insurance costs for current employees. This benefit applies to single or two person plans only.
 - 5.4. For retirees that elect to move to areas that are considered "out of area" and elect to obtain insurance from another source other than provided by the District, the District shall reimburse the retiree for health care coverage up to the cost of the current premium as offered to current employees. In such instances, the retiree is responsible to obtain their own health care coverage and pay the necessary premium to the carrier. The Retiree must then submit a voucher and a copy of the carrier invoice showing health insurance premium paid to the Fire District for reimbursement to be processed.
 - 5.5. In the event one or more covered persons on the retired member's plan become eligible for Medicare, those persons will be switched to the Medicare and/or Medicare Supplemental insurance plan. The remaining covered persons shall continue to receive medical insurance benefits, at the same rate and

contributory percentage as defined above, as long as they remain eligible for such coverage.

- 5.6. Retirees will be billed quarterly for their portion of health care premiums. Failure to pay will result in cancellation of health care policy. Retiree must be given proper advance notice (30 days) of pending cancellation in an effort to make payment arrangements or provide adequate documentation as to why a premium payment may be delayed.
- 5.7. The Employee has the option to opt into the plan at a later date after separation or retirement if their other health benefits are lost.

ARTICLE 25

RETIREMENT PLAN AND DEFERRED COMPENSATION

1. All unit members employed on or before January 8, 2010 by the Laurelton Fire District will be eligible for coverage under NYS Police and Fire Retirement Plan 384-d (Tier II) according to terms and conditions of such plan.
2. Plans that require employees contribution shall be automatically deducted from an employee's paycheck as required by that employee's Retirement Tier Plan.
3. The Employer will maintain a Qualified Deferred Compensation plan (Internal Revenue Code 457), with participation, rights, and responsibilities subject to the terms of the plan.

ARTICLE 26

JURY DUTY

1. Employees shall be granted a leave of absence with pay, when they are required to report for jury duty or grand jury duty. An Employee must notify the Commissioner of Personnel as soon as possible upon receiving notice of jury duty or selection for jury duty or examination. The Employee must provide a copy of the notice to the district.
2. Employees are required to work all available reasonable hours outside of those actually required for jury duty, or grand jury duty examination, in accordance with the Employee's regular work schedule, as defined in Article 17. Employees reporting to jury or grand jury duty the day following a scheduled workday will be released with pay at 22:00. Employees released from work to report to jury or grand jury duty on a scheduled workday, shall report directly back to work for the remainder of their scheduled shift if released from jury or grand jury duty.
3. An Employee on jury duty shall receive his/her regular pay for the duration of the jury service. Any and all allowances made to the juror for his/her service shall be forfeited to the Employer.

ARTICLE 27

SECTION 204 NOTICES

1. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation, by amendment of law, or by providing the additional funds, therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE 28

OVERTIME, COMPENSATORY TIME AND MILITARY LEAVE

1. Definitions for the purpose of this contract:

1.1. Overtime (OT) – Except in the case of “trade days” overtime shall be defined as hours worked by an Employee in excess of his/her regular work schedule.

1.1.1. At the employee’s option, OT will be compensated as either “pay” at the rate of one and half (1 ½) times the employee’s regular rate or Compensatory (Comp) Time.

1.1.2. Once the district’s OT budget has been exhausted, the employees will have the option of pay at the employees regular rate or Compensatory (Comp) Time

1.1.3. The district will budget a minimum of \$25,000 for Overtime Annually.

1.2. Compensatory time shall be defined as hours worked by an Employee in excess of his/her regular work schedule and taken as “time” if the employee chooses.

1.2.1. Comp time will be compensated at the rate of “time and a half” for each hour worked over the normal shift hours.

1.2.2. The employee’s “Comp Bank” shall not exceed 120 hours

1.2.3. Once an employee’s Comp bank is full the employee will be paid for all additional overtime worked.

1.2.4. Any time remaining in the Comp Bank at retirement or at separation of service will be “paid out” to the employee.

1.2.5. Hours worked resulting from trade days between employees shall not be considered as overtime or creditable to Comp Bank.

1.2.6. Employees have the option to cash out their comp bank on the last pay period of the year if they so choose. Employees can also choose to carry over their Compensatory Bank Balance.

1.3. All overtime will be compensated at a rate of 1 ½ times the regular rate of pay based on the requirements to pay overtime, and those exceptions which are now

in effect or promulgated during the term of this agreement by the United States Department of Labor under the Fair Labor Standards Act (212 hours in 28-day cycle).

1.4. Vacation time (See Article 31)

1.5. Career Callback establish when employees may return unscheduled to duty.

1.5.1. In accordance with Appendix B.

2. Whenever an employee is ordered back to work for an administrative assignment or career callback they will be compensated for a minimum of two hours regardless of actual time worked if less than two hours. If the employee is committed longer than two hours, time will be rounded off to the next higher time in blocks of 30 minutes until released by the incident commander or any fire commissioner. The employee may elect to take this in comp time or overtime pay.

Schedule Vacancies:

3. Compensation will be offered to off-duty employees for vacancies in the schedule based on a rotation designed by the Union and agreed upon by the District. Time will be filled by the on-duty Fire Lieutenant when the vacancy is created.
 - 3.1. A book or electronic record keeping system shall be kept containing the agreement and a rotation matrix will be used to record and track the time as it is assigned.
 - 3.1.1. Prior to January 1st of each calendar year each firefighter on each group will take turns selecting time off request for the year according to seniority.
 - 3.1.2. Any time off request, once reviewed and signed by the Group Fire Lieutenant and Commissioner of Personnel will be considered approved.
 - 3.1.3. Request made within 30 days of requested dates may be denied if the Group Lieutenant are unable to fulfill staffing requirements.
 - 3.1.4. Effort will be made to fill the scheduled vacancy, if required beginning 30 days prior to selected date.
 - 3.2. Once an employee accepts an overtime shift from the call list, he or she is responsible for finding a replacement if he/she later determines that he/she is unable to work it. In this instance, both employees will be “charged” in the overtime matrix.
4. Comp and vacation hours may be used in six (6) hour increments. Time off will be approved by the group Fire Lieutenant and Commissioner of Personnel. Time charged to the bank will be actual hours the employee is away hour for hour.

5. Rank for Rank Substitutions shall be followed whenever possible
 - 5.1. Lieutenant Vacancies shall be filled by another Civil Service or District Appointed Fire Lieutenant
 - 5.1.1. In the event no other Civil Service Lieutenants are available to fill the vacancy, Civil Service Firefighters that meet the minimum requirements for Fire Lieutenant may fill the Lieutenant Vacancy
 - 5.2. Firefighter Vacancies shall be filled by another Civil Service Firefighter
 - 5.2.1. In the event no other Civil Service Firefighters are available to fill the vacancy, Civil Service Lieutenants may fill the vacancy.

Military Leave

6. The provision of the calendar days of paid military leave. This extends the 30 days (22 days of paid compensation) (eight (8) 24-hour shifts) currently granted in accordance with NYS Military Law to (twenty-eight) 28 days of paid military leave or ten (10) 24-hour shifts. The District and the Union acknowledge that the intent of this provision is to grant this compensation in addition to any compensation received by said employee/reservist from the armed forces who is ordered to active duty in support of our nation and its security.
 - 6.1. The District will provide continued health care benefits in accordance with the NYS Military Law and USERRA.
 - 6.2. The employee/reservist may utilize accumulated vacation or compensatory leave upon completion of paid military leave period of thirty (30) calendar days (22 paid days of compensation) to continue district paid compensation. Upon depletion of said banks, an employee/reservist would receive compensation from the armed services only.

ARTICLE 29

SAVINGS CLAUSE

1. If any provision of this Agreement is found to be in contravention of any applicable law, such provision of this Agreement shall be invalid and superseded by the applicable law.
2. All other provisions of this Agreement shall continue in full force and effect and shall not be impaired or affected by such invalidity.

ARTICLE 30

SICK LEAVE

1. **Work Related Injury or Illness:**

- 1.1. Sick leave for an on-duty and service connected injury or illness will be provided by the district as required by law, subject to the terms, conditions, and limitations of the Workman's Compensation Law and pursuant to the guidelines of General Municipal Law 207-a and the Districts procedure for sick/injury reporting.
- 1.2. The Employee must accept light or limited duty assignments if offered consistent with medical restrictions.
- 1.3. The Board of Fire Commissioners will discontinue sick leave, separate and distinct from 207-A leave, if the District Physician determines there is no reasonable chance the Employee will return to work without limitations or with limitations acceptable to and approved by the Board of Fire Commissioners.
- 1.4. The District shall be entitled to reimbursement for sick leave from the Employee, should the Employee recover damages from a third party responsible for the Employee's loss of wages, or may recover the loss of wages directly from the third party.
 - 1.4.1. Any Employee funded third party program is exempt from this section.

2. **Non-Work-related injury or illness**

- 2.1. An Employee, who is unable to appear for their scheduled work shift due to personal injury or illness, shall notify the on-duty Lieutenant or Commissioner of Personnel as soon as possible before the start of the Employees affected shift.
- 2.2. An Employee on sick leave for off-duty or non-service connected illness or injury that prevents the Employee from working will receive 6 months of sick time in which the District will pay the employee 100% of salary. After the first 6 months have been exhausted, an additional 6 months at half-pay will be available if the Employee is unable to return to duty. After one year, no further sick leave will be afforded to the Employee.

- 2.3. As a condition precedent for receiving any sick pay, the Employee must cooperate with all medical referrals and treatments. The Board of Fire Commissioners will discontinue sick leave if the District Physician determines there is no reasonable chance the Employee will return to work without limitations or with limitations acceptable to and approved by the Board of Fire Commissioners.
- 2.4. The District shall be entitled to reimbursement for sick leave from the Employee, should the Employee recover damages from a third party responsible for the Employee's loss of wages, or may recover the loss of wages directly from the third party.
 - 2.4.1. Any Employee funded third party program is exempt from this section.
- 2.5. Newly hired Employees (probationary Employees) with less than 6 months of service or a transfer or less than 12 months of service for a new civil service hire will only have 24 hours of sick time for off duty or non-service connected illness or injury until their probationary period ends, at which time paragraphs 1 and 2 will apply.
3. A medical release from a licensed physician is required for sick leave absences that exceed three (3) consecutive work/shift days. The work release must be submitted to the Commissioner of Personnel prior to the employees return to work and shall include the nature of the illness or injury, any treatment involved, and if the employee is fit to return to duty.

4. Maternity Leave

- 4.1. Any employee covered by this Agreement shall be entitled to take paid maternity leave for a period not to exceed 6 consecutive weeks, commencing no later than the day of birth. An employee who becomes pregnant shall furnish the District with a statement from the employee's physician stating the approximate date of delivery. Any requests for maternity leave shall be in writing to the Commissioner of Personnel, stating the dates that such maternity leave is to commence and terminate.
- 4.2. Any employee receiving maternity leave pursuant to these maternity leave provisions, is entitled to paid or unpaid maternity leave benefits in excess of the above limits, before or after the day of birth, provided such employee's physician certifies to the District that an extension of maternity leave is necessary for reasons of the employee's health
- 4.3. Up to 6 weeks of vacation, or earned comp leave will be granted to extend the 6 weeks of maternity leave.

5. Paternity Leave

- 5.1. Any employee covered by this Agreement shall be entitled to take paid paternity leave for a period not to exceed one 24 hour shift. An employee whose significant other becomes pregnant shall furnish the District with a statement from the employee's physician stating the approximate date of delivery. Any requests for paternity leave shall be in writing to the Commissioner of Personnel stating the dates that such paternity leave is to commence and terminate.

ARTICLE 31

VACATION

1. Vacation allowance will be in accordance with the following provisions:
 - 1.1. Any Employee working any shifts as defined in Article 17 shall be credited with the following vacation allowances.

• Completion of One year of Service	72 hours
• Completion of Two years of Service	96 hours
• Completion of Five years of Service	144 hours
• Completion of Ten years of Service	168 hours
• Completion of Fifteen years of Service	192 hours
• Completion of Twenty years of Service	216 hours
• Completion of Twenty-Five years of Service	240 hours
 - 1.2. All vacation requests shall be granted on a first come, first serve basis and must be taken as in 6-hour increments.
 - 1.2..1. Only one employee may take vacation at a time.
 - 1.2..2. If another firefighter on that group is already scheduled off with either comp time or vacation time, the second employee will be required to secure their own replacement via a shift or hour swap.
 - 1.2..3. If a conflict arises in scheduling that cannot be worked out between individuals involved, the appropriate Career Fire Lieutenant will make the decision based on seniority and who requested off first.
2. All unused or unscheduled vacation time not used by the Employee shall be paid to the Employee on the final pay period of the calendar year, at the Employee's regular hourly rate.
3. Any requests for more than 96 consecutive hours of vacation time shall be approved the Commissioner of Personnel.
4. Time out of work in excess of 30 days or more for nonwork related sickness or injury will result in a pro-rated loss of vacation accrual.

ARTICLE 32

SALARY, LONGEVITY, EMT, AND ACTING LT. PAY

1. Firefighter covered under this contract shall be paid the following base pay salaries:

	2020	Hourly		2021	Hourly		2022	Hourly
Start	42,994.68	\$19.69	Start	44,284.52	\$20.28	Start	45,613.06	\$20.89
After 1 Year	53,812.36	\$24.64	After 1 Year	55,426.73	\$25.38	After 1 Year	57,089.53	\$26.14
After 2 Years	62,876.92	\$28.79	After 2 Years	64,763.23	\$29.65	After 2 Years	66,706.12	\$30.54
After 3 Years	71,940.04	\$32.94	After 3 Years	74,098.24	\$33.93	After 3 Years	76,321.19	\$34.95
After 4 Years	82,379.40	\$37.72	After 4 Years	84,850.78	\$38.85	After 4 Years	87,396.31	\$40.02
	2023	Hourly		2024	Hourly			
Start	46,981.45	\$21.51	Start	48,390.89	\$22.16			
After 1 Year	58,802.22	\$26.92	After 1 Year	60,566.29	\$27.73			
After 2 Years	68,707.31	\$31.46	After 2 Years	70,768.53	\$32.40			
After 3 Years	78,610.82	\$35.99	After 3 Years	80,969.15	\$37.07			
After 4 Years	90,018.19	\$41.22	After 4 Years	92,718.74	\$42.45			
Hourly Rate = 168hrs per 4 Week Rotation x 13 Rotations = 2184 Hours per year								

2. Fire Lieutenants and Acting Fire Lieutenants covered under this contract shall be paid the following base pay salaries:

	2020	Hourly		2021	Hourly		2022	Hourly
Start	89,074.11	\$40.78	Start	91,746.33	\$42.01	Start	94,498.72	\$43.27
After 1 Year	90,443.27	\$41.41	After 1 Year	93,156.29	\$42.65	After 1 Year	95,950.98	\$43.93
After 2 Years	91,792.43	\$42.03	After 2 Years	94,546.21	\$43.29	After 2 Years	97,382.60	\$44.59
After 3 Years	93,151.59	\$42.65	After 3 Years	95,946.14	\$43.93	After 3 Years	98,824.52	\$45.25
	2023	Hourly		2024	Hourly			
Start	97,333.68	\$44.57	Start	100,253.69	\$45.90			
After 1 Year	98,829.51	\$45.25	After 1 Year	101,794.39	\$46.61			
After 2 Years	100,304.07	\$45.93	After 2 Years	103,313.20	\$47.30			
After 3 Years	101,789.26	\$46.61	After 3 Years	104,842.94	\$48.01			
Hourly Rate = 168hrs per 4 Week Rotation x 13 Rotations = 2184 Hours per year								

3. Longevity Pay

3.1.1. 5-9 Years of Service	\$750.00
3.1.2. 10-14 Years of Service	\$1,250.00
3.1.3. 15-20 Years of Service	\$2,000.00
3.1.4. 21 or More Years of Service	\$2,500.00

3.2. Longevity pay shall be paid equally over 24 Pay Periods.

4. Emergency Medical Technician

4.1. During employment, each employee is required to hold a New York State Emergency Medical Technician – Basic or higher certification. In lieu of overtime for recertification classes outside of regular work hours, each employee shall be paid \$1,200 annually

4.2. This disbursement shall be split evenly between 24 pay periods.

5. Acting District Fire Lieutenant:

5.1. If a Civil Service Fire Lieutenant position is vacant, a Fire Lieutenant or acting Fire Lieutenant will be selected based on the minimum staffing and overtime policies.

5.1.1. Eligibility & Priority Order:

5.1.1.1. Firefighter must be from the ranks of Laurelton Career Staff

5.1.1.2. Non-Probationary

5.1.1.3. Preference will be given to members who have obtained Fire Officer 1, Fire Service Instructor 1 and ICS-300.

5.1.1.4. Appointed by Board of Fire Commissioners

ARTICLE 33

Personal Protective Equipment

1. The District shall assign each employee a Primary and Backup set of Firefighting Personal Protective Equipment
 - 1.1. Primary Gear shall be defined as Helmet, Coat, Pants with Integrated Harness, Boots, Fire Resistant Hood, Mask, Structural Firefighting Gloves, Extrication Gloves, Work Gloves, Traffic Vest meeting ANSI Class 2 or 3 standards
 - 1.2. Backup Gear shall be defined as Helmet, Coat, Pants with Integrated Harness, Boots, Fire Resistant Hood, Structural Firefighting Gloves
2. Gear shall be cleaned and inspected by an outside vendor and in accordance with the latest edition of NFPA 1851
3. Coat, Pants, Hoods, Masks and Structural Firefighting Gloves shall be replaced in accordance with the latest edition of NFPA 1851
4. In the event of equipment no longer fitting an employee, the district shall provide the employee a qualified vendor to make adjustments.
 - 4.1. If adjustments are unable to be made, the district shall replace said piece of equipment
5. Employees can elect to supply their own equipment (Leather Fire Helmet, Leather Boots, Gloves, etc.). Employee supplied equipment must be compliant with the latest edition of NFPA 1851. The District shall inspect and maintain this equipment in the same fashion as assigned gear.

ARTICLE 34

LABOR MANAGEMENT COMMITTEE

1. The Union and the Employer agree to maintain a Labor Management Team consisting of Two (2) District Officers, The Union President and Vice President or their representatives.
2. The Labor Management team will meet twice within a calendar year to discuss staffing considerations and other appropriate topics as needed.

ARTICLE 35

UNION REPRESENTATION ON DISTRICT COMMITTEES

1. Committee Representation. Any time that the Board of Fire Commissioners, forms a committee that has the potential to impact the operations of the fire department, or has a direct impact on the working conditions of the career employees, the union shall be offered an opportunity to have a member sit on the committee.
2. Scheduling. Every effort should be made to schedule committee work during a regularly scheduled shift.
3. If the employee is required to attend an out of town function, they will not be entitled to overtime, and will not be charged vacation or compensatory time for missed shifts.

Article 36

MAINTENANCE OF LIVING ACCOMMODATIONS

1. Within norms / usual standards of occupancy, the District will not arbitrarily impose changes without discussion with the bargaining unit and ultimately a majority vote of the Board of Fire Commissioners responsible for District property.
2. The District is responsible to supply, maintain and repair all living quarters appliances, equipment and furniture.
 - 2.1 If repair is not an option, the District is responsible to replace equipment with a similar model.
 - 3.1 Employees will maintain living spaces in a clean and neat fashion.
 - 3.2 Employees will make no changes to facility appearance without written approval of Board of Fire Commissioners. This would nominally include painting, pictures, posters, shelving, etc.
 - 3.3 Employees are permitted to supply and use personal appliances, linens, tableware, etc. that do not endanger the property. Employees who do provide personal items acknowledge limited security and the possibility of other members of the Fire Department using same. The District assumes no responsibility for said items.
 - 3.4 Employees are not the sole users of the space as other members of the Fire Department may utilize District property as approved by the District. The District will encourage all users of District property to respect the privacy of the bunk rooms and living quarters.

ARTICLE 37

Successor Agreement

1. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

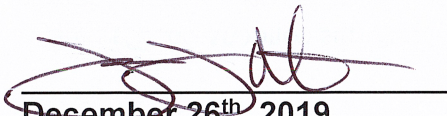
TERMS OF AGREEMENT

1. The provisions of this Agreement shall January 1st, 2020 – December 31st, 2024.
2. If any provision of this Agreement shall be declared invalid or unenforceable by a court or administrative agency, then the remainder of the Agreement shall be continued in full force and effect as if the unlawful provision had not been included.
3. The terms Employee, Unit Member, Firefighter and Fire Lieutenant are used throughout this agreement. It is understood that these terms as used herein are interchangeable and refer only to the members covered by this collective bargaining agreement set forth in Article 1 and 2.
4. Both parties agree that they have had the full opportunity to negotiate with respect to all mandatory subjects for bargaining, whether contained herein or not, or whether or not discussed during negotiations will not be reopened during the life of this Agreement except by mutual consent.
5. No amendment or alteration of the 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.
6. The parties mutually agree that the next contract period shall begin the day after this agreement expires. Negotiations for the succeeding contract will commence on or about June 1, 2024.
7. In the event that the District and the union are unable to reach a new agreement by December 31, 2024, it is agreed that all benefits, terms and conditions of this contract shall remain in effect until a new agreement is reached. If no agreement is reached, both parties agree to go to a mutually agreeable arbitrator. The decision of the arbitrator shall be final and binding upon both parties. This shall only come into effect if current appropriate arbitration legislation is not available.
8. It is further agreed that in the event that there is such a contract lapse, the Union will not assist or participate in any strike, work slowdown, or other concerted refusal to work, or impose an obligation upon its membership to conduct, assist, or participate in such a strike, work slowdown, or other concerted refusal to work

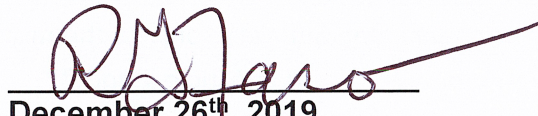
SIGNATURE PAGE

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IAFF LOCAL # 5218

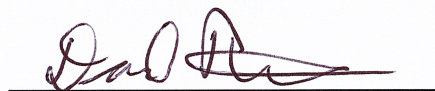
LAURELTON FIRE DISTRICT



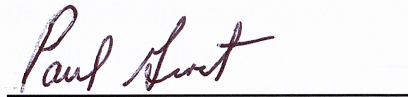
December 26th, 2019
JOSHUA MASTIN
PRESIDENT
LPFFA
IAFF LOCAL # 5218



December 26th, 2019
RICHARD FARO
COMMISSIONER
LAURELTON FIRE DISTRICT



December 26th, 2019
DAVID PRICE
VICE PRESIDENT
LPFFA
IAFF LOCAL # 5218



December 26th, 2019
PAUL GROAT
COMMISSIONER
LAURELTON FIRE DISTRICT

Laurelton Fire District

General Municipal Law § 207-a Procedure

Section 1. Intent

The following procedure is to be used by a Firefighter or Fire Lieutenant who is injured or taken sick in the performance of his or her duties to necessitate outside medical or other lawful remedial treatment. The District shall pay the employee the full amount of his/her regular salary including vacation pay, holiday pay, medical benefits and longevity pay. This shall continue until the disability arising there from has ceased, and, in addition the Fire District shall be liable for all medical treatment and hospital care furnished during such disability.

If it is determined the employee was not injured or taken sick in the performance of duty, then all time off that was used will fall under regular sick leave, and be deducted from the employee's sick leave bank

SECTION 2. INCIDENT REPORTING

(a) A firefighter shall immediately notify his on-duty supervisor of any injury or re-injury/reoccurrence in the performance of duties, or any sickness or illness as a result of the performance of duties, and shall complete an injury packet (See Accident Packet attached as Exhibit "A") prior to the end of his/her shift, but in no event later than 48 hours after the occurrence of the injury, or re-injury, or in the event of an illness or sickness, within 48 hours of the time the firefighter becomes aware or should have become aware of the injury, illness or sickness. In the event of severe physical or mental disability, or death of the firefighter, an individual other than the firefighter may file and verify the accident report on behalf of the firefighter, including but not limited to a union representative and/or the firefighter's counsel.

(b) The firefighter shall submit a GML 207-a application and include a separate statement from the firefighter's treating physician. (See Accident Packet attached as Exhibit "A") An application for GML 207-a benefits must be made by the firefighter. The application shall be filed in the office of the Commissioner of Personnel. The firefighter shall sign the application. In the event of severe physical or mental disability, or death of the firefighter, an individual other than the firefighter may file the application on behalf of the firefighter, including but not limited to a union representative and/or the firefighter's counsel.

(c) The GML 207-a application shall be deemed untimely unless it is received within 14 days after the date of the injury or sickness upon which the application is based. The Commissioner of Personnel shall have the discretion to excuse the failure to file the

application within the 14-day period upon a showing of good cause, which discretion shall not be reviewable in any forum.

SECTION 3. EMPLOYEE RESPONSIBILITY

(a) All firefighters are responsible to report any on-duty injury or illness to a direct supervisor as soon as possible, but in no event later than 48 hours after the onset of the injury, re-injury or illness. All superior fire officers are responsible to make sure that the required forms, reports, and log entries are made concerning injured, re-injured and/or ill firefighters. However, a superior fire officer's failure in this regard shall not constitute a basis to deny the GML 207-a application.

SECTION 4. MEDICAL RECORDS

The firefighter shall sign a HIPAA-compliant medical release providing written authorization for the District and/or its attorneys or agents to obtain copies of the firefighter's medical records from the firefighter's treating physician or other health care provider. In addition, the firefighter shall provide a list of all treating physicians/providers together with contact information (See Accident Packet attached as Exhibit "A"); in the case of a claimed re-injury and/or re-aggravation of an existing injury or illness, the list shall include those physicians/providers and their contact information. As an initial matter, and except in the case of a claimed re-injury and/or re-aggravation of an existing injury or illness, such authorization shall allow the release of records from the date of injury or illness forward and shall be limited to the specific body part at issue. In the event that the Commissioner of Personnel and/or his/her designee (collectively "Commissioner of Personnel") represent that records pre-dating the current injury or illness and/or related to other body parts or medical conditions or risk factors are reasonably believed to be medically relevant to a determination of causation for the current injury or illness, the firefighter shall authorize the release of such records.

SECTION 5. STATUS PENDING DETERMINATION OF BENEFIT ELIGIBILITY

In the event a firefighter asserts an inability to perform duties while their application for GML 207-a benefits is pending, the firefighter shall have the option to use all available leave credits to remain on the payroll until such time as a determination is rendered. The District shall render a determination within thirty (30) calendar days from the receipt of all information it deems, in its sole discretion, to be relevant to its determination, to include but not limited to the results of its investigation into the claimed injury, re-injury or illness; requested medical records; and the results of medical examinations or medical records reviews. Upon request by the firefighter, the District will provide the firefighter with a written status update.

SECTION 6. GML 207-A DETERMINATION

The Commissioner of Personnel and/or his/her designee (collectively "Commissioner of Personnel") shall review all evidence s/he deems necessary, in his or her sole discretion, in arriving at a determination for benefits. The Commissioner of Personnel shall render a written decision on the application for GML 207-a benefits after receipt of all information s/he deems in his/her sole discretion to be necessary to render said determination. A copy of the written decision shall be mailed, via certified mail, or personally delivered to the firefighter at the address on record with the District. A copy of any adverse decision shall also be provided to the Union President or his/her designee upon the request of the firefighter. The firefighter may appeal the decision by (a) seeking review pursuant to CPLR Article 78 or (b) by requesting an appeal hearing within 10 calendar days of receipt of the determination pursuant to Section 9 of this procedure; the appeal and request for hearing must be written and submitted to the office of the Commissioner of Personnel.

SECTION 7. REINSTATEMENT OF BENEFITS

In the event that a firefighter is found eligible for GML 207-a benefits, all accrued leave credits used pursuant to the application process will be restored for the period of time that the firefighter is found eligible for said GML 207-a benefits. The District will also provide any necessary amended tax documents to correctly show the disability payments under GML 207-a, rather than the taxable payment of salary.

SECTION 8. DISTRICT REVIEW OF GML 207-A ELIGIBILITY AND TERMINATION OF BENEFITS

If the Commissioner of Personnel determines that for any reason a firefighter is no longer, or was never, entitled to GML 207-a benefits, the Commissioner of Personnel may notice the firefighter for a termination of GML 207-a benefits. The firefighter may appeal the decision by requesting an appeal hearing within 10 calendar days of receipt of the notice pursuant to Section 9 of this procedure. The appeal and request for hearing must be written and submitted to the office of the Commissioner of Personnel. There shall be no change in the firefighter's GML 207-a status until the conclusion of the hearing process.

SECTION 9. HEARING PROCEDURE

(a) In the event that an appeal hearing is requested, the Commissioner of Personnel shall afford the firefighter due process rights, including notice of the hearing, a right to present evidence, a right to call and cross-examine witnesses, and a right to counsel. The cost of counsel and any witness fees shall be the responsibility of the party incurring said cost.

(b) The District and the firefighter shall have the right to mutually agree upon a hearing officer. If the parties cannot reach agreement on a hearing officer, either party may request a list of arbitrators from the New York State Public Employment Relations Board, and the hearing officer shall be selected from some list pursuant to the issuing

entity's rules or procedures. The hearing officer's authority will be limited to reviewing the Commissioner of Personnel's determination to ascertain if the decision was based upon substantial evidence. *De novo* review is not authorized. The hearing officer shall have the authority to administer oaths, to fix the date, time, and place of the hearings, to grant an adjournment as deemed necessary or appropriate, to issue subpoenas and to fix the time for filing briefs. Additionally, the District's legal counsel and/or hearing officer may question any party or witness.

(c) A determination made in any other forum by an agency, tribunal or court regarding an entitlement to any other statutory disability benefit may be noticed and considered by, but shall not be controlling upon, the hearing officer.

(d) A stenographic record of the hearing shall be created. The District and the firefighter shall equally share the cost of the stenographer.

(e) The hearing officer shall render a written determination explaining the basis for their decision. The District shall either accept or reject the hearing officer's decision and will serve a copy of the final determination on all parties by first class mail.

SECTION 10. APPEAL OF HEARING DETERMINATION

The District's decision may only be reviewed under Article 78 of the New York Civil Practice Law & Rules.

SECTION 11. RETURN TO REGULAR OR MODIFIED DUTIES

(a) If a firefighter is ordered to report for regular or modified duty based upon medical documentation and said firefighter fails to report, the Commissioner of Personnel shall notify the firefighter of the termination of his/her GML 207-a benefits, unless the firefighter contests the order as set forth below, in which case there shall be no change to the firefighter's GML 207-a status until the completion of the hearing process. Any order to report for regular duty shall be provided at least five (5) calendar days prior to the effective date of the order. The Commissioner of Personnel shall provide the firefighter with a written description of any proposed modified duty assignment and a copy of medical documentation relied upon by the District at least five (5) calendar days in advance of the order's effective date. If the firefighter disagrees with the termination of the GML 207-a benefits, he/she may appeal said determination within 10 calendar days of receipt of the order to return to work by providing contrary medical report from his/her treating physician and request a hearing pursuant to Section 9 of this procedure. The appeal and request for hearing must be written and submitted to the office of the Commissioner of Personnel. If the basis for the appeal is that the firefighter disagrees with the District's medical determination, the firefighter must attach a medical report supporting the firefighter's claim of continued disability from the proposed duty assignment. A firefighter may not appeal the return to work order unless s/he produces appropriate medical documentation of a disability which prevents him working the proposed modified duty assignment. If medical documentation is provided, any determination as to whether or

not such documentation is “appropriate”, as stated above, shall be made by the hearing officer.

SECTION 12. RETIREMENT

(a) Any firefighter who is awarded GML 207-a benefits and has not been removed from the GML 207-a payroll as a result of an award of disability retirement, will be removed from the GML 207-a payroll once he/she attains the mandatory age of retirement required by the pension plan to which the firefighter belongs at that time.

(b) The District, at its election, may file for disability retirement on behalf of the firefighter, in which event, the firefighter will cooperate with the District or its agents/attorneys and execute any and all releases and other documents and will attend all medical appointments necessary for the District to pursue the disability retirement applications. The firefighter’s failure to cooperate may result in the termination of GML 207-a benefits.

SECTION 13. OUTSIDE EMPLOYMENT

(a) A firefighter receiving GML 207-a benefits will not be allowed to work outside employment and is required to remain sick in quarters during scheduled tours except for medical treatment, religious observances or as otherwise permitted by the Commissioner of Personnel in his/her sole discretion. If a firefighter has been returned to a light duty position, the Commissioner of Personnel, at his/her sole discretion, may allow for outside work consistent with the firefighter’s medical restrictions. The receipt of income by a firefighter through the ownership of rental property or as otherwise expressly exempted in the GML 207-a statute shall not constitute outside employment unless the firefighter actively engages in performing the work of the business.

(b) If a firefighter has been receiving GML 207-a benefits for at least one year, the District shall request a copy of the firefighter’s state and federal tax returns in order to verify that the firefighter is not engaged in outside employment.

(c) If the firefighter is engaged in outside employment in contravention of this section, the firefighter shall forfeit all further rights to GML 207-a benefits and shall be subject to disciplinary charges.

(d) The firefighter may appeal any determination rendered pursuant to this section by filing an appeal and requesting a hearing pursuant to Section 9 of this procedure. Notice of such appeal shall be provided to the office of the Personnel Commissioner in writing within ten (10) calendar days of the firefighter receiving the District’s determination.

SECTION 14. MISCELLANEOUS PROVISIONS

(a) A firefighter attending to Union business is presumed not to be engaged in the performance of his firefighting duties for purposed of GML 207-a.

(b) Upon payment of GML 207-a benefits, any wage or salary benefits awarded by the Workers' Compensation Board for the period covered by GML 207-a, including, but not limited to any schedule loss of use awards, shall be payable to the District up to the amount paid by the District to the firefighter in replacement salary. If the firefighter shall have received Workers' Compensation benefits hereunder which were required to be paid to the District, the firefighter shall repay such benefit to the District or, at the District's option, such amounts due may be offset from any GML 207-a benefits currently payable or due thereafter. Upon termination of GML 207-a benefits, any continuing Workers' Compensation benefits shall be payable directly to the firefighter once any previous lien has been satisfied.

(c) The District has the statutory ability to monitor the firefighter's medical treatment and level of disability. To that end, if a firefighter refuses to allow the District access to their relevant medical records, or refuses to attend any medical exams ordered by the District, or refuses medical treatment recommended by his/her provider or the District's medical consultant, the firefighter shall be advised that said actions may result in the termination of their GML 207-a benefits.

(d) The firefighter will advise the Commissioner of Personnel and/or his/her designee in writing within ten (10) calendar days of the commencement of a lawsuit arising out of the injury, re-injury or illness which gave rise to the GML 207-a claim and will execute any documents to ensure that the District's recovery of wages and medical expenses paid are recovered.

(e) With the exception of health insurance, discussed below, any benefits provided by the District either in the collective bargaining agreement or by District practice or policy, which are in addition to statutory GML 207-a benefits (i.e., the payment of regular wages or salary; longevity, if applicable; and negotiated pay increases, if any, in addition to payment for causally-related medical treatment for the accepted injury, re-injury or illness) shall automatically terminate without further notice on the sixth (6th) month anniversary of the date of injury, re-injury or illness. District-provided health insurance may be continued 18 (eighteen) months provided that the employee pays the required employee share of contribution (currently 80/20) and, in any event, shall automatically terminate without further notice at the end of the 18-month period.

(f) This Procedure shall be made an Appendix to the Collective Bargaining Agreement and shall be deemed part of the CBA for any and all purposes.

SECTION 16. RIGHT TO REPRESENTATION

A firefighter hereunder shall have a right to a representative of his or her choosing, and at his or her own cost, at any stage of this procedure, and shall be given a reasonable opportunity to consult and obtain a representative and/or counsel.

SECTION 17. EFFECTIVE DATE OF PROCEDURE

This procedure shall take effect immediately and shall apply to all claims for GML 207-a benefits. This procedure is not retroactive in nature.

SECTION 18. SAVINGS CLAUSE

In the event that any Article or Section or Portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific Article, Section, or portion thereof shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect.

Appendix B

Career Callback Policy

Employees returning in accordance with this policy will be compensated with a minimum of (2) two hours of overtime, rounded up to the next half-hour past the] time exceeding the initial (2) hours. [Example: 3.25 hours =3.5 hours OT].

The employee may return to work in accordance with Article 28 for the following conditions:

All available employees may return automatically with pay for the following conditions:

1. Declaration of a WORKING FIRE within the Laurelton Fire District
2. Declaration of an "Extended Incident"

Any Fire Commissioner or his designee may activate a career call back at any time. These activations are subject to review by the Board of Fire Commissioners.

Employees who have returned for duty will only be released by the Incident Commander or any Fire Commissioner.

Appendix C
Holiday Rotation

<p style="text-align: center;">2020, 2024, 2028</p> <p><i>New Years Day: Group 4</i></p> <p><i>Easter: Group 4</i></p> <p><i>Memorial Day: Group 1</i></p> <p><i>Independence Day: Group 1</i></p> <p><i>Labor Day: Group 3</i></p> <p><i>Thanksgiving: Group 2</i></p> <p><i>Christmas Day: Group 3</i></p>	<p style="text-align: center;">2021, 2025, 2029</p> <p><i>New Years Day: Group 1</i></p> <p><i>Easter: Group 2</i></p> <p><i>Memorial Day: Group 4</i></p> <p><i>Independence Day: Group 3</i></p> <p><i>Labor Day: Group 2</i></p> <p><i>Thanksgiving: Group 4</i></p> <p><i>Christmas Day: Group 1</i></p>
<p style="text-align: center;">2022, 2026, 2030</p> <p><i>New Years Day: C</i></p> <p><i>Easter: Group 1</i></p> <p><i>Memorial Day: Group 2</i></p> <p><i>Independence Day: Group 2</i></p> <p><i>Labor Day: Group 1</i></p> <p><i>Thanksgiving: Group 3</i></p> <p><i>Christmas Day: Group 4</i></p>	<p style="text-align: center;">2023, 2027, 2031</p> <p><i>New Years Day: Group 2</i></p> <p><i>Easter: Group 3</i></p> <p><i>Memorial Day: Group 3</i></p> <p><i>Independence Day: Group 4</i></p> <p><i>Labor Day: Group 4</i></p> <p><i>Thanksgiving: Group 1</i></p> <p><i>Christmas Day: B</i></p>

