



LABOR AGREEMENT
BETWEEN THE
NORTH GREECE FIRE DISTRICT
AND THE
NORTH GREECE CAREER FIREFIGHTERS' ASSOCIATION
(IAFF 3827)

JANUARY 1, 2021 TO DECEMBER 31, 2025

TABLE OF CONTENTS

PREAMBLE	
DEFINITIONS	
ARTICLE 1, UNION RECOGNITION	4
ARTICLE 2, UNION DUES AND AGENCY FEE	4
ARTICLE 3, NON-DISCRIMINATION	4
ARTICLE 4, UNION RIGHTS	5
ARTICLE 5, MANAGEMENT RIGHTS	6
ARTICLE 6, PROBATION, SENIORITY, PROMOTION, LAYOFF/RECALL	6
ARTICLE 7, GRIEVANCE PROCEDURE	7
ARTICLE 8, DISCIPLINE AND DISCHARGE	8
ARTICLE 9, WORK SCHEDULE	8
ARTICLE 10, HEALTH INSURANCE	9
ARTICLE 11, LIFE INSURANCE	12
ARTICLE 12, COMPENSATION	12
ARTICLE 13, RETIREMENT AND DEFERRED COMPENSATION	15
ARTICLE 14, VACATIONS	16
ARTICLE 15, HOLIDAYS	17
ARTICLE 16, SICK/ INJURY LEAVE	18
ARTICLE 17, LEAVES OF ABSENCE	19
ARTICLE 18, TRAINING AND EDUCATION	20
ARTICLE 19, UNIFORMS	21
ARTICLE 20, SHIFT EXCHANGE	21
ARTICLE 21, MISCELLANEOUS	22
ARTICLE 22, DURATION AND CHANGES	23
APPENDIX 1 DRUG AND ALCOHOL TESTING POLICY	
APPENDIX 2 SPECIAL OPERATIONS	
APPENDIX 3 IAFF LOGO	

MEMORANDUM OF UNDERSTANDING

**By and between the
North Greece Fire District**

**And the
North Greece Professional Firefighters Association, Local 3827**

WHEREAS the North Greece Fire District (the “District”) and the North Greece Professional Firefighters Association, Local 3827 are parties to a collective bargaining agreement that is effective for the period of January 1, 2021 to December 31, 2025 (the “current CBA”); and


WHEREAS Article 10.1 of the CBA provides that the District will offer health insurance coverage under the health care plan *Simply Blue HDHP*, which has a maximum out-of-pocket amount of \$2800 for single plans and \$5600 for subscriber and spouse, subscriber and children and Family plans; and

WHEREAS Article 10.1(C) of the CBA provides that the District will fund a Health Reimbursement Arrangement/Account (HRA) for each unit member participating in the *Simply Blue HDHP* up to a maximum amount of \$2800 per year for members enrolled in a single plan and \$5600 per year for unit members enrolled in subscriber and spouse, subscriber and children and Family plans; and

WHEREAS the out-of-pocket maximum on the *Simply Blue HDHP* has increased due to changes made by *Excellus*, for the plan year 2021, to \$3200 single and \$6400 for subscriber and spouse, subscriber and children and family plans; and

NOW THEREFORE the parties agree to the following:

1. The District will continue to offer the *Simply Blue HDHP* health plan and effective January 01, 2021, will increase the funding of the HRA to \$3200 from \$2800 for a single subscriber and to \$6000 from \$5600 for a subscriber and spouse, subscriber and children and family plans.
2. The parties agree that other than amending the amount funded in the HRA by the District to coincide with the higher out-of-pocket maximums under the 2021 *Simply Blue HDHP* health plan, this Memorandum of Understanding does not alter or amend any provisions of the parties’ CBA, nor does it establish past practice or alter the status quo.



President of Local 3827 10/27/2020
Date



North Greece Fire District 10/13/2020
Date

PREAMBLE

This Agreement is entered into between the North Greece Fire District (hereinafter the "District") and the North Greece Career Firefighters' Association, International Association of Fire Fighters Local #3827 (hereinafter "Union") for the purpose of establishing wages, hours and other terms and conditions of employment for members of the bargaining unit, and to establish a procedure for the resolution of disputes regarding the application or interpretation of this Agreement.

DEFINITIONS

"Agreement" refers to this collective bargaining agreement.

"District" refers to the North Greece Fire District.

"Union" refers to the North Greece Career Firefighters Association, Local #3827.

"President" refers to the President of the Union.

"Member" and **"Employee"** refer to all full-time employees of the District who occupy the civil service classification of Firefighter regardless of their membership status with the Union pursuant to the regulations set forth in Article 1 of this Agreement.

"Board" refers to the Board of Fire Commissioners of the North Greece Fire District.

"Fire Chief" refers to the Career Fire Chief or his replacement as designated by the Board. A designated replacement will be named by the Board for long term absence of the Fire Chief such as vacation, illness, etc. Written notification of such a designation will be provided to the Union.

"Management" refers to the Board and all Chief Officers. The board may designate additional management personnel in writing to the Union a minimum of seven (7) days prior to the effective date of the designation.

"Chief Officer" refers to any Fire Chief, Deputy Chief, or Assistant Chief as appointed by the Board, and regardless of Civil Service classification. The highest ranking Officer shall be the primary point of contact for the Union.

"Duty Officer" refers to the Officer that is in charge of the group on duty for the shift in question.

"Battalion Chief" refers to the highest ranking chief officer assigned to a specific group.

"Administrator" refers to District Administrator.

**ARTICLE I
UNION RECOGNITION**

The bargaining unit shall include all full-time personnel holding the civil service classification of firefighter for the North Greece Fire District. Excluded from the unit are all, Fire Chiefs, Captains, Lieutenants, and all other employees of the District.

**ARTICLE 2
UNION DUES AND AGENCY FEE**

2.1 As long as the same is required by law, employees shall be required to pay a uniform amount of representation costs, whether or not they choose to become and remain members of the Union.

2.2 Agency fee deductions, and membership dues and assessments for those who choose to be Union members and have executed written authorization forms, shall be deducted bi-weekly and forwarded to the Union designee within thirty days following the month during which the deductions are made. In the event a Union member submits a written revocation of his dues deduction authorization to the District, such revocation shall be honored, but the District shall thereafter implement the required agency fee deduction.

2.3 Any employee may demand that he be refunded a pro-rata share of any Union expenditure in aid of activities or causes of a political or ideological nature which are only incidentally related to the terms and conditions of employment, and the Union shall maintain and implement a procedure which provides for any such refund which is requested.

2.4 The Union shall indemnify, defend and hold harmless the District with respect to any claim rising out of the deductions and transmittal of fees and dues in accordance with the provisions of this Article.

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

**ARTICLE 3
NON-DISCRIMINATION**

3.1 References in this Agreement to the male gender shall be construed to include both male and female employees.

3.2 The District and Union agree to refrain from any unlawful discrimination with regard to race, creed, color, sex, age, national origin, marital status, arrest record or disability, as provided under federal and state laws, rules and regulations. In the event of a discrimination claim by an employee, the grievance procedure contained herein may be utilized; however, arbitration shall not be available and such claim, if unresolved, may be submitted to the state or federal agency with jurisdiction.

3.3 The District and Union shall refrain from discrimination because an employee has engaged in or refrained from engaging in any Union activities or Union membership. Any claim of such discrimination shall not be subject to the grievance procedure, but may be submitted to the exclusive jurisdiction of the Public Employment Relations Board.

ARTICLE 4 UNION RIGHTS

4.1 All Union business will be conducted outside of the scheduled working hours for the employees involved.

4.2 Where required Union business conflicts with scheduled work time, the District will accommodate absence, to the extent possible, by shift trading and creative scheduling, without incurring additional expense to the District. This shall include time needed for collective bargaining. Ten calendar days advance written notice shall be provided to the Fire Chief for required Union business, which may be excused for emergency situations or at the Fire Chief's discretion when scheduling allows.

4.3 The Union may place a bulletin board in each fire station, in an approved area accessible to employees but not in an area frequented by the public. The Union will ensure that no material is placed on this bulletin board which is derogatory of the District, its employees or its volunteer personnel. Except for the bulletin board discussed above, the Union shall not place or display any Union related materials on the District's buildings, vehicles, fire apparatus, or any other property of the District without the express written permission of the District.

4.4 The District will establish and update as necessary a seniority list for employees. Upon request, the President of the Union shall be entitled to information concerning appointments, promotions, transfers, discipline, leaves of absence, layoffs, recall or serious injury relating to any member of the bargaining unit.

4.5 Once each calendar quarter, or more frequently upon mutual consent, the Union may request a Labor/Management meeting to discuss matters of mutual concern relating to the operations of the Fire District as they pertain to the members of the bargaining unit. Such meetings shall be held at a mutually agreeable time and place, and the District will adjust schedules to avoid interruption of working time. Such meetings shall not be for the purpose of negotiations, and if any agreements are reached, they must be reduced to writing and shall be subject to ratification by the full Board of Fire Commissioners and Union membership.

4.6 The Union President and/or his designee will be allowed 50 hours per year of release time for Union business. Any unused time may be carried over, not to exceed a cap of 96 hours. Such time must be taken in at least 4-hour blocks and with at least 10 days written request to the Fire Chief, which shall be granted based on ability to cover shift(s). The advance request may be waived by the Fire Chief. Union Release time requiring an excess of available hours is up to the discretion of the Fire Chief.

ARTICLE 5 MANAGEMENT RIGHTS

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

5.2 The District retains the sole right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of the operations to be conducted and rendered, the methods, processes and means to be utilized, the control of buildings, real estate, materials and equipment, to determine whether and to what extent the work required in supplying its services shall be performed by employees covered by this Agreement, to maintain order and efficiency, to discipline, suspend, discharge, hire, layoff, assign, transfer, promote and determine the qualifications of employees, to determine the hours of work and to enforce rules and regulations for the conduct of employees; provided, however, that the foregoing rights shall be subject to any limitations that are contained in any Article or section of this Agreement.

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

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

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

ARTICLE 6 PROBATION, SENIORITY, PROMOTION, LAYOFF/RECALL

6.1 Subject to Civil Service Law requirements, seniority shall be determined by the length of continuous service an employee has with the District from the date of full-time employment as a laborer or firefighter as determined by the members Civil Service start date. An employee's seniority shall be suspended, but not broken, by any leave of absence in excess of thirty calendar days, or by transfer to a position with the District outside the bargaining unit. In the case of employees with the same start date, the tie



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

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

7.5 Step 3. The Union may appeal a decision of the Chief and Board to final and binding arbitration by submitting a written appeal to the Chief and Board within fifteen calendar days following their decision. The matter will then be submitted by the Union to the Public Employment Relations Board for the selection of an arbitrator in accordance with the PERB procedures. The arbitrator may decide only one grievance (except for cases with common facts), he shall have no power to add to, subtract from or modify any provision of this Agreement, and he may not award retroactive relief except in the grievance before him. All fees and expenses of the arbitrator shall be shared equally by the District and Union, but all other expenses shall be borne by the party incurring them.

ARTICLE 8 DISCIPLINE AND DISCHARGE

8.1 Where offered by the District and accepted by the employee, administrative command discipline may be imposed without the notice and hearing rights afforded under the Civil Service Law. The employee shall be entitled to request union representation before accepting command discipline, and the Union shall be given notice of any command discipline imposed. However, this command discipline shall not create a precedent for the District or the Union with respect to the discipline of any other employee.

8.2 An employee has the right/option to Union representation at a pre-disciplinary interview or interrogation and verbal or written counseling of a corrective or disciplinary nature. The Union shall be provided a copy of any counseling or disciplinary memo.

8.3 All disciplinary action shall be conducted in accordance with the procedures and requirements of Section 75 of the Civil Service Law, except for administrative command discipline as set forth above. The appointed Hearing Officer shall not be an employee or member of the District.

ARTICLE 9 WORK SCHEDULE

9.1 Firefighters at all stations will be assigned to work a rotation of one 24-hour shift followed by 72 hours off. Shift starting and stopping times, rotation changes, equipment changes, or new or different station locations the junior firefighter (member with the highest badge number) in the Station designated to cover shift openings by the Fire

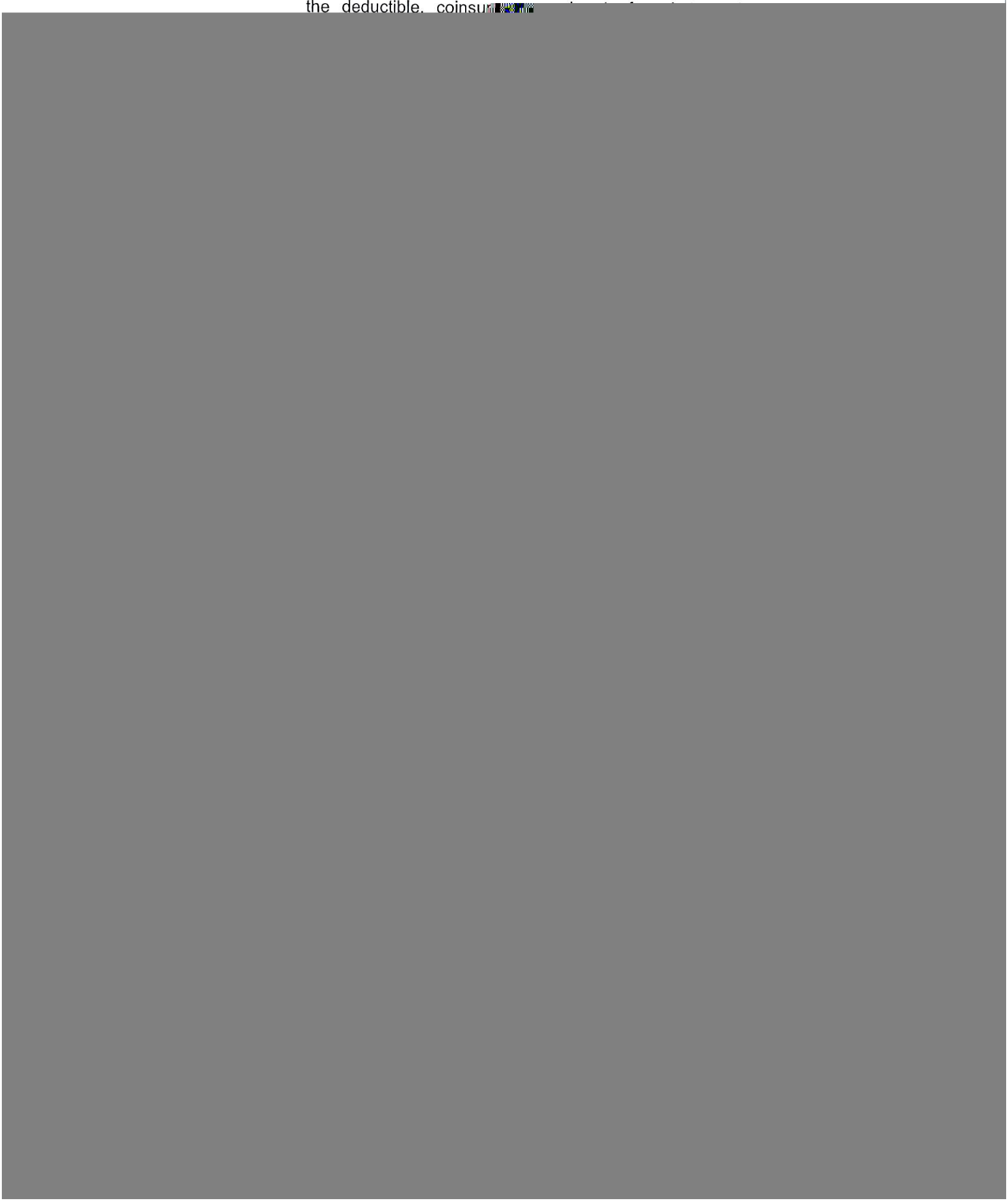
Chief, will be required to change stations immediately for a maximum of one shift rotation unless the length of the rotation is agreed upon between the Fire Chief or Battalion Chief and the employee(s) involved. If the Fire Chief is going to change the Station designated to cover openings the Union must be given 7 calendar days' notice. Rotation changes (moves from one group to another) can be implemented after discussion with the employee(s) involved and at least 7 calendar days' notice, unless waived by the employee(s) involved, but average weekly work hours will not exceed 42 without prior agreement.

9.2 Firefighters with 5 or more years of service may not be reassigned to another group, except at the individuals request or for disciplinary reasons. The Fire Chief, at his discretion, may modify this policy due to emergency or extenuating circumstances.

ARTICLE 10 HEALTH INSURANCE

- 10.1 A.** Effective January 1, 2021, the District will offer coverage under the Simply Blue HDHP. The District shall have the right to self-insure or substitute experienced rated or substantially equivalent plans (in terms of costs and benefits), provided that the Union will have the right to negotiate the impact thereof. For 2021, 2022, 2023, 2024, and 2025, the District's obligation shall be to pay 90% of the cost of the premium for Simply Blue HDHP at the appropriate coverage level (single, subscriber with spouse, subscriber with child, subscriber with children, or subscriber with spouse and one or more children), with the participating employee paying for any premiums exceeding this amount. The cost of any premium increases in excess of 10% on or after January 1, 2021 shall be split evenly between the District and the unit members, except as may be modified by an agreement of the parties. The District will pay 80% of the premium costs for the Dental Blue dental insurance plan, family, two-person, or single, or an equivalent dollar amount toward any other plan made available by the District.
- B.** In the event that the health insurance plan offered by the District when this Agreement is executed is no longer available for any reason during the term of this Agreement, and the District determines that no substantially equivalent plans (in terms of costs and benefits) are available, both parties agree to meet and negotiate the selection of a new health insurance plan.
- C.** On January 1, 2021, the District will contribute to a Health Reimbursement Arrangement/Account ("HRA") for each unit member participating in the Simply Blue HDHP in the amount of \$2800 for a single plan and \$5600 for a family plan. At the start of each subsequent plan year, the District will roll over all unused HRA contributions from the previous year and provide any additional contribution necessary to replenish the HRA to \$2800 for a single plan and \$5600 for a family plan. In no event will a participating unit member's HRA balance exceed the \$2800 or \$5600 balance stated above. (*See Example Below*). As set forth in the controlling HRA plan documents, HRA distributions may only be used to reimburse participating unit members for expenses subject to

the deductible, coinsur



- E. A retiree eligible for coverage under a spouse's policy must accept such coverage in lieu of District coverage provided that the District will reimburse the retiree for any co-pay, not to exceed the amount available above.
- F. A retiree who moves outside the Rochester Blue Cross/Blue Shield coverage area shall be entitled to a District contribution toward health insurance coverage under a plan or policy that is available in the area in which he or she resides, provided that the District contribution shall not exceed the amount otherwise available under this Agreement.

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

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

10.5 Active Member, Non-Line of Duty. District contributions toward two-person or family health insurance coverage and District funded HRA shall continue for a period of 180 days following the death of an active unit member (not in the line of duty); thereafter, the spouse may opt to remain on the District's group health plan at the appropriate coverage level (single, spouse and children) until such time that the spouse dies or remarries, and until any dependent children of the deceased member enlist in Military, marry or reach the maximum age as set forth by the issuing insurance company. Insurance premiums shall be paid in full following the 180 days by the spouse and/or dependents with the District providing the fully funded HRA when enrolled into a High Deductible Healthcare Plan.

10.6 Line of Duty Death Coverage Benefit. In the event of a line-of-duty death of any unit member, the District will provide and pay the cost, in full, of the same health and dental insurance coverage as negotiated between the Union and the District including the funded HRA when applicable, for the spouse of the deceased member until the spouse dies or remarries, and the dependent children of the deceased member until such dependents enlist into the military, marry, or reach the maximum allowed age as set forth by the issuing insurance company. Notwithstanding the foregoing, the District shall only be required to provide health and dental insurance coverage to such deceased member's spouse and/or dependents if such individual(s) are not covered under another insurance plan.

10.7 Effective January 1, 2021, the District agrees to provide unit members that elect to participate in the Simply Blue HDHP with vision insurance coverage and to pay 100% of the cost of the premium for the offered vision insurance plan. The District's obligation to provide vision coverage at no cost to unit-members participating in the Simply Blue HDHP will cease in the event that the health insurance offered by the District also provides vision coverage.

10.8 The District will allow unit members to pay for designated Aflac insurance policies by deducting requested premium payments from unit members' paychecks and transmitting such payments directly to Aflac at an address to be provided by the Union. Such deductions may be made on a pre-tax basis where the Union and Aflac have represented, and the District agrees, that pre-tax deductions are appropriate. Except as explicitly set forth above, the District has absolutely no responsibilities or obligations with respect to these policies. The District may cease to comply with this section in the event that compliance results in additional cost or work for the District. The Union shall indemnify and hold harmless the District with respect to any claim arising out of the deduction and transmittal of payments in accordance with the provisions of this Section.

**ARTICLE 11
LIFE INSURANCE**

The current Universal Group Life Insurance plan in the amount of \$25,000 shall be continued for current unit members, with terms and conditions thereof subject to the provisions of the plan and conditions established through District policy. This benefit shall not be available to any unit member hired on a full-time basis by the District after July 1, 1999

**ARTICLE 12
COMPENSATION**

12.1 The following salary schedules will be applied to unit members during the term of this Agreement. No adjustments in salary will occur after the expiration date, except through negotiation or interest arbitration. Unit members hired before January 1, 2007 will advance on their anniversary dates each year to the next salary step until they reach the top after 60 months of employment for the District (see reference to previous step schedule to the right of columns). Unit members hired on and after January 1, 2007 will be hired at the "start" rate and reach the top after 96 months. Advancement in the existing vertical salary steps based upon months of employment with the District will not be affected by the expiration of this agreement.

Firefighter Annual Salary					
	2021 - 3%	2022 -3%	2023 - 3%	2024 – 3%	2025 – 3%
Start	\$47,266.96	\$48,685.00	\$50,145.94	\$51,650.04	\$53,200.16
1 year	\$57,078.06	\$58,789.90	\$60,554.00	\$62,371.14	\$64,241.84
2 years	\$60,932.04	\$62,760.10	\$64,643.02	\$66,582.10	\$68,579.94
3 years	\$66,178.06	\$68,163.16	\$70,208.06	\$72,314.06	\$74,482.98
4 years	\$69,547.14	\$71,634.16	\$73,783.06	\$75,996.96	\$78,276.90
5 years	\$72,859.02	\$75,045.10	\$77,295.92	\$79,615.12	\$82,004.00
6 years	\$76,171.94	\$78,456.82	\$80,811.12	\$83,235.10	\$85,732.14
7 years	\$79,482.00	\$81,865.94	\$84,322.16	\$86,851.96	\$89,457.94
8 years	\$82,793.88	\$85,277.92	\$87,835.80	\$90,471.16	\$93,185.04

Firefighter Hourly Rate/Straight Time OT					
	2021 - 3%	2022 -3%	2023 - 3%	2024 – 3%	2025 – 3%
Start	\$21.64	\$22.29	\$22.96	\$23.65	\$24.36
1 year	\$26.13	\$26.92	\$27.73	\$28.56	\$29.41
2 years	\$27.90	\$28.74	\$29.60	\$30.49	\$31.40
3 years	\$30.30	\$31.21	\$32.15	\$33.11	\$34.10
4 years	\$31.84	\$32.80	\$33.78	\$34.80	\$35.84
5 years	\$33.36	\$34.36	\$35.39	\$36.45	\$37.55
6 years	\$34.88	\$35.92	\$37.00	\$38.11	\$39.25
7 years	\$36.39	\$37.48	\$38.61	\$39.77	\$40.96
8 years	\$37.91	\$39.05	\$40.22	\$41.42	\$42.67

Firefighter 1.5 OT Hourly Rate					
	2021 - 3%	2022 -3%	2023 - 3%	2024 – 3%	2025 – 3%
Start	\$32.46	\$33.44	\$34.44	\$35.47	\$36.54
1 year	\$39.20	\$40.38	\$41.59	\$42.84	\$44.12
2 years	\$41.85	\$43.10	\$44.40	\$45.73	\$47.10
3 years	\$45.45	\$46.82	\$48.22	\$49.67	\$51.16
4 years	\$47.77	\$49.20	\$50.68	\$52.20	\$53.76
5 years	\$50.04	\$51.54	\$53.09	\$54.68	\$56.33
6 years	\$52.32	\$53.89	\$55.50	\$57.17	\$58.88
7 years	\$54.59	\$56.23	\$57.91	\$59.65	\$61.44
8 years	\$56.86	\$58.57	\$60.33	\$62.14	\$64.00

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

Firefighter Longevity Pay			
Years of Service	Annual Payment	Per pay Period	Per hour of OT
5 years	\$750	\$28.85	\$0.34
10 years	\$1,500	\$57.69	\$0.69
15 years	\$2,250	\$86.54	\$1.03
20 years	\$3,000	\$115.38	\$1.37

12.3 The employee's regular hourly rate will be determined by dividing the employee's annual salary by 2184 hours worked per year. This will average 42 hours worked per week. Employees shall be entitled to overtime pay at their regular rate for hours worked in excess of normally scheduled shift assignments, but shall receive time and one-half for any hours exceeding 202 in a 28 day period. The 28-day period shall coincide with the established pay periods. In the event of a recall to duty, or for District required appearances in court or before an agency, the employee shall receive two hours minimum pay. No additional pay shall be provided for less than 15 minutes of time worked before or after a regular shift, and the minimum pay for such additional time shall be 1/2 hour's pay.

12.4 Additional work made available to employees shall be distributed on an equitable basis and balanced, to the extent possible, during the year, taking into account the skills and abilities required for the additional work. The Fire Chief will maintain and make available to the Union a rotation list evidencing these assignments. An employee offered and refusing additional work will be considered to have taken such work for purposes of the equitable distribution.

12.5 The process for filling overtime shifts is as follows:

- A. The District shall maintain an accurate revolving overtime list created by the E-Core Software Company, in E-Pro Scheduler to manage the documentation of available shifts for firefighters. The purpose of this list is to manage fair and equitable distribution of overtime in one system.
- B. The Scheduler or Officer filling shifts will utilize the "Call Log" to document each firefighter contacted, and the response received from the firefighter to include; accept, decline, left message, as defined by Epro in the managed call log.
- C. The manage call log shall be utilized as such that the date of the open shift will be queried by date of interest, cost center will be 001 Firefighters.
- D. Shifts shall be filled as 10-hour days and 14 hour nights allowing for a more fair and consistent distribution of overtime, and it shall not be acceptable to allow the group that is exactly opposite of the open shift to receive notification ahead of the overtime list as established.
- E. Any shift less than 10hrs will not result in the firefighter being moved from his place on the list at the top. If a firefighter is already assigned to another shift, ex: swap, overtime, vacation, training or any other special assignment or detail, they shall not be moved on the list.
- F. In the event of a sick call or short notice shift occurring less than 14 hours out from the shift in question, the officers will utilize the call log as stated in item C. It will be on a first come first serve basis as phone calls are made following the established list. If the unit member called does not answer the phone the caller will proceed to the next unit member on the list.
- G. Special details and assignments based on qualified positions, ex: municipal fire instructor, car seat technician, special operations team, and/or any other specialty work that arises in the district. The overtime list shall be followed for any and all types of work based on qualified individuals to allow those personnel who have obtained extra training in these capacities to have work assigned on a fair and equitable basis.

12.6 Unit members who work hours in excess of their regularly scheduled hours during a 2 week pay period may elect to receive contractual compensatory time off in lieu of wages for the additional hours worked. The compensatory time off will be awarded at the rate of one hour of compensatory time off for each hour of additional work. No unit member may elect to receive contractual compensatory time off for any hours worked in excess of 202 hours in a 28-day period. No unit member will be allowed to accrue more than 350 hours of compensatory time off. In a separate payroll check issued the first pay period of December, accrued but unused hours of compensatory time, up to 72 hours, will be cashed out at a straight time rate. This payout will be combined with the payout for unused vacation hours. This check will be issued with only appropriate taxes taken out. If there is to be any variation from this (withholding taxes, contribution toward 457 plan, etc.) the request must be completed in writing to the District Treasurer no later than one (1) week prior to the processing of the first pay period of December.

- A. Unit members electing to receive contractual compensatory time off in accordance with the above paragraph must provide notice of that election to the Fire Chief or other individual designated by the District either electronically using the District's payroll or scheduling software, or by submitting a completed request form, which will be developed by the District. Such notice must be provided by the employee in a timely manner so as not to impede or impact the District's ability to process payroll. Failure to provide the required notice will result in the time being compensated regularly in wages.
- B. Unit members wishing to take compensatory time off must submit a request through the established scheduling software at least 48 hours prior to the requested time off. Requests for compensatory time off will be granted unless there are personnel shortages. The requirement to provide at least 48 hours' notice may be waived by the Fire Chief or other individual designated by the District.
- C. No unit member shall retire with more than 150 hours of compensatory time. Accrued compensatory time in excess of 150 hours must be taken prior to retirement date.

12.7 Out of Title Work. A unit member may be assigned to work out of title, or by temporary appointment, at a rank lower than their current rank without loss of pay. If a unit member is appointed to act in a higher rank, the member will receive the base pay for that rank, but not less than his regular pay.

12.8 Short Notice Overtime. Employees shall be paid at their time and a half overtime rate, or accrue 1.5 hours of compensatory time (at employee's discretion) for each actual hour worked outside their normal work schedule, when they have been given less than twenty-four (24) hours' notice from the start of the shift. Time and a half overtime rate or 1.5 hours of accrued compensatory time shall only be granted for less than 24-hour notice for sick calls only.

ARTICLE 13 RETIREMENT AND DEFERRED COMPENSATION

13.1 Employees are eligible for coverage under Retirement and Social Security Law Section 384-e, according to the terms and conditions of such plan.

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

13.3 If a unit member provides the District with written notice of intent to retire nine (9) months in advance of retirement date, and does retire by a given date, the District will provide the unit member with an additional \$1000 in their final paycheck with all appropriate taxes withheld.

ARTICLE 14 VACATIONS

14.1 Employees are entitled to the following paid vacation, based upon years of service as a full time employee of the District:

First through fourth years	84 hours
Fifth through ninth years	126 hours
Tenth through Fourteenth Years	192 Hours
Fifteenth through nineteenth years	206 hours
Twentieth through thirtieth years	240 hours
Thirty-first year and over	288 hours

14.2 Unit members are entitled to the above-mentioned paid vacation, based upon years of service as a full-time unit member of the District. Additional vacation accumulation shall commence at the start of the calendar year following the employee's anniversary date. (Example: On January 1 following the unit members' completion of 9 years of service to the District, the unit members' vacation allotment would increase to 192 hours from 126 hours.)

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

- A. Any vacations requested during January and February will be on a first come/first serve basis and will be granted as scheduling allows;
- B. Up to three (3) unit members may be on vacation at any one time based on ability to cover shift vacancies.
- C. No more than Four consecutive shifts may be selected as vacation preference at any one time, allowing less senior employees some opportunity for vacations during desirable times;
- D. Any changes to any scheduled vacations must be submitted in writing, to the member's duty officer or the Fire Chief no later than one (1) week prior to the shift(s) scheduled for vacation. The Fire Chief, at his discretion, may modify this policy due to emergency or extenuating circumstances.

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

14.5 A maximum of 48 hours of vacation may be carried over into a subsequent calendar year, except at the discretion of the Board of Fire Commissioners. A unit member who wishes to carry over more than 48 hours of vacation time into the subsequent year must submit a written request to the Fire Chief stating how many hours they wish to carry and why the additional carryover is requested. This request must be to the Fire Chief no later than the Friday prior to the last commission meeting in November so that it can be approved or denied at that meeting.

- A.** The District will pay wages, at the straight time hourly rate in effect at the time the vacation was earned, for all vacation time accrued in a calendar year that is in excess of the 48 hour contractual maximum that may be carried over to the subsequent calendar year. The District will not buy down vacation below the 48 hour carry over unless an individual has extenuating circumstances. In the case of extenuating circumstances, those circumstances will be presented to the Commission by the Fire Chief.
- B.** The payment for cashed in accrued hours of vacation will be issued as a separate payroll check (combined with compensatory time buyback) the first pay period of December. This check will be issued with only the appropriate taxes taken out. If there is to be any variation from this (withholding taxes, contribution toward 457 plan, etc.) the request must be completed in writing to the District Treasurer no later than one (1) week prior to the processing of the first pay period of December.
- C.** If a member plans to have vacation time scheduled in the month of December, notice must be provided to the Fire Chief of how many hours of vacation you wish to not have paid out that will be used later that month no later than one (1) week prior to the processing of the first pay period of December. In the event a member has a "zero" balance of vacation time and extenuating circumstances arise, members may use banked compensatory time or a shift swap for coverage.

14.6 Vacations selected as described in 14.3 may be rescheduled if personnel shortages occur, but in such instances the District will attempt to accommodate the unit member's request for rescheduling. The District will be responsible for reimbursing a unit member for any loss due to non-refundable expenses incurred if the District requires rescheduling of a vacation.

14.7 Upon termination, unused vacation will be paid, with the current year's allocation prorated, and any excess vacation taken to be deducted from final pay.

ARTICLE 15 HOLIDAYS

15.1 The District recognizes the following days as official holidays: New Year, Martin Luther King, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas.

15.2 Unit members working group rotation will receive holiday pay (92 hours), issued as a separate payroll check, in the last pay period in October. This check will be issued with only taxes taken out. If there is to be any variation from this (withholding taxes, contribution toward 457 plan, etc.) the request must be completed in writing no later than September 30 of the year in question. All requests must be pursuant to the law.

15.3 Upon resignation or retirement, the employee shall be paid for all holidays up to the date his employment ended.

15.4 Members who wish to have any of the listed paid holidays off for any duration of time on those given holidays, must themselves, secure full coverage for the extent of time requested. The unit member can seek vacation or compensatory time for the holiday requested upon securing coverage. Members accepting the coverage must approve the transaction on the District's scheduling software as usual. Accepting member and member requesting time off may work out a shift swap or, if member requesting time off elects to utilize vacation time or compensatory time, accepting member will be paid in accordance with normal overtime or compensatory time accrual. Members attempting to secure coverage for a holiday shift may do so without the use of the District maintained overtime list.

ARTICLE 16 SICK / INJURY LEAVE

16.1 Income protection and medical benefits for work related illness and injury shall be provided under the General Municipal Law and Worker's Compensation Law, with all conditions, rights and remedies exclusively subject to the provisions of those laws.

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

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

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

16.4 An employee absent for sick leave, whether work related or not, may not leave his residence during normally scheduled work hours without permission, except for required medical treatment for which advance notice shall be provided to the Duty Officer

16.5 A physician's statement containing a diagnosis of illness/injury and a prognosis for recovery will be provided to the Duty Officer and Administrator whenever absence exceeds one twenty-four (24) hour shift.

16.6 Sick leave must be utilized in at least 4-hour blocks.-A unit member must cooperate with all medical referrals and treatment, and must accept light or modified duty, if offered. Sick leave may be discontinued if the District physician determines there is no reasonable likelihood that the employee will be able to return to full duty without limitations, or with limitations acceptable to and approved by the Commissioners.

16.7 The District shall be entitled to reimbursement for sick leave from the employee or from a third party who is responsible for the loss of wages. For example, if a unit member receives 6 months of paid sick/injury leave as a result of an off-duty injury or accident, and a third party is responsible for the injury or accident, the District shall be legally entitled to seek reimbursement from the third party for the cost of the 6 months of paid sick/injury leave. Similarly, if a unit member receives 6 months of paid sick/injury leave as a result of an off-duty injury or accident for which a third party is responsible, and the unit member recovers money from that third party for the loss of 6 months of wages, either through litigation or otherwise, the District shall be entitled to the recover that money directly from the unit member.

ARTICLE 17 LEAVES OF ABSENCE

17.1 Bereavement Leave. A unit member will be granted time off without loss of pay for one 24 hour shift that may be scheduled on the day of the funeral and days immediately preceding or following that day for the death of a parent, step parent, sibling, spouse, child, step child, mother-in-law or father-in-law. Time off, not to exceed one shift, will be allowed for attendance at the funeral of an uncle, aunt, grandparent, grandchild, brother-in-law or sister-in-law. For hardship cases, a unit member may request the use of compensatory, vacation or unpaid leave time.

17.2 Military Leave. The District agrees to the provision of an additional 30 calendar days of paid military leave. This extends the 30 calendar days currently granted in accordance with NYS Military Law to 60 calendar days.

17.3 Court Leave. A unit member will be granted release time without loss of pay when the District requires him to appear on behalf of the District during normally scheduled working hours. For such appearances during non-working time, the unit member may choose either pay or compensatory time for actual hours spent. For other court or administrative appearances for which a unit member is required to attend during scheduled working time, shift exchanges will be allowed where the appearance cannot be rescheduled.

17.4 Jury Duty Leave. Release time without loss of pay shall be allowed for two calendar weeks in any one year, provided the summons for jury duty is submitted promptly and the unit member cooperates with a request for the deferral of jury duty to avoid interruption with work schedules. A unit member on jury duty will report for work when the member's presence is not required by the court, unless the member is released with less than 2 hours left on his/her scheduled shift, and a unit member working the night tour who must report for jury duty the following day shall be released by 11:00 p.m.

17.5 Childbirth, Maternity/Paternity and Adoption Leave. A unit member who becomes pregnant may use sick leave benefits for pregnancy and childbirth disability. A unit member who becomes a parent will be granted a maximum of 48 hours of release time without loss of pay during the cycle in which his child is born or the adoption becomes official. Any unit member who is the primary caregiver for a newborn or for an adopted child two years of age or younger shall be granted up to two months of unpaid leave after the birth/adoption, during which time seniority and medical benefits shall continue, but no other pay or benefits shall accrue or be available.

17.6 Paid Cancer Screening Leave. Civil Service Law Section 159-b entitles all employees of the District to take up to four hours of paid leave annually for cancer screening. Screening includes physical exams, blood work, laboratory tests or other appropriate procedures to detect cancer. The leave benefit is equal to a maximum of four (4) hours per calendar year, is not cumulative, and expires on the last day of each calendar year. All employees are eligible for this benefit. Employees are entitled to a leave of absence for cancer screening scheduled during regular work hours. Employees who undergo screenings outside of their regular work schedules do so on their own time. Under normal conditions and circumstances, the employee shall provide 72 hours written notice to their Battalion Chief

To utilize this benefit, medical documentation stating that the employee's absence was for the purpose of cancer screening must be submitted to the District Administrator's office. Employees may obtain this form on Epro, under "HR Documents" or by contacting the District Administrator.

17.7 Voting Leave The District encourages employees to exercise their right to vote. If your work schedule and the location of your polling place will make it difficult for you to get to the polls before they close, and you are a registered voter, you are entitled to take up to 2 hours off work to cast your ballot. This time will be paid. Unless the District employee otherwise agrees, voting time off must be at the end or beginning of the shift. Employees must return to work immediately after voting if their shift has not ended. *Employees who will need to take time off work to vote must inform their supervisor at least two (2) work days in advance. Employees are expected to work with their supervisors to ensure their absence does not negatively impact District operations.*

17.8 Bone Marrow and/or Organ Donation Leave In accordance with New York State Law, an employee shall be allowed up to seven (7) work days of leave with pay to undergo a medical procedure to donate bone marrow, and up to thirty (30) work days to serve as an organ donor, provided, however, that not less than 14 days prior written notice of the intention to utilize such leave, unless there exists a medical emergency, attested to by a physician, which would require the employee to participate in the medical procedure or organ donation for which the leave is sought within the fourteen (14) day notification period. Such leave shall be in addition to any other sick or annual leave allowed. Any employee requesting this leave must produce documentation from a physician as to the purpose and length of leave requested.

17.9 Blood Donation In accordance with New York State Law, employees who work 20 hours per week may be granted three (3) hours of unpaid leave in any 12-month period for the purposes of donating blood. Employees shall provide notice of 2-3 days to their supervisor and must provide the Administrator's office with documentation as proof of blood donation.

ARTICLE 18 TRAINING AND EDUCATION

18.1 Employees attending mandatory training programs will be granted release time from regularly scheduled shifts, or otherwise compensated for time spent in training.

18.2 Upon the submission of a proper application, and at the discretion of the District, an employee may receive reimbursement for tuition fees and printed materials relating to job-related courses at accredited local institutions, or through a quality correspondence institution if a local course is not available. Reimbursement is conditioned upon the

successful completion of the course with at least a B or equivalent grade, and conditioned on the employee's written agreement to repay the District for any such reimbursement through deduction from final pay or otherwise, if the member's employment is terminated for any reason within five years of course completion, other than for reasons of death, permanent disability, or normal retirement.

ARTICLE 19 UNIFORMS

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

19.2 The District agrees to allow the IAFF logo to be added to t-shirts, at no cost to the District. This does not alter the District Uniform Policy.

ARTICLE 20 SHIFT EXCHANGE

20.1 Shift schedules are established on an annual basis, and employees are expected to work their regularly scheduled shifts, except with prior permission from the Fire Chief.

20.2 In the discretion of the Fire Chief or their designee may allow members to trade work shifts with another member of equal rank, but only under the following circumstances:

- A.** All requests for shift trades should be made on at least ten calendar days' notice, although this may be excused by the Fire Chief or their designee;
- B.** When an employee requests a shift swap or substitution utilizing the approved scheduling software, and approved by the Battalion Chief, it shall be the responsibility for the firefighter accepting the swap or substitution to cover the agreed shift. In the event an employee does not show up, or calls in sick for a shift which they agreed to an even swap, the employee will be docked either vacation or accrued time, at the employee's choice for the number of hours that the employee had agreed to work
- C.** A shift trade is an exchange of working time only, and no compensation or other value may be paid;
- D.** A shift trade shall be a shift for a shift or hour for hour. No shift trade may result in any financial or hourly obligation to the District, including overtime or the hiring of part-time personnel;
- E.** With prior permission, the adjustment of relief time within two hours may be approved by the Fire Chief or their designee, as long as there is no negative impact on the District, and as long as this occurs infrequently and for legitimate reasons;

- F. The decision of the Fire Chief with respect to shift exchange and early/late relief will be final and not reviewable, except insofar as it is necessary to accommodate Union business absence under Article 4.2.

ARTICLE 21 MISCELLANEOUS

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

21.2 Personnel File. A unit member may be allowed to review non-confidential materials in the District Personnel and Medical files regarding his employment, upon fifteen calendar days advance written notice to the Fire Chief. The Fire Chief has the option of waving the 15 calendar day advance notice requirement. A copy of any document relating to conduct or performance will be provided without cost, and an employee may submit a written response to any material related to performance or conduct.

21.3 Safety and Health. The parties agree to work cooperatively to create a safe working environment for all unit members and for the protection of the public. Any alleged unsafe conditions shall be immediately reported, and the District will meet at reasonable times and places, at least quarterly, to discuss safety and health matters. The District agrees to allow the Firefighter's Union to have up to two (2) representatives on the Health and Safety Committee. The Health and Safety Committee shall always convene within 30 days of a firefighter's documented on duty injury, to review the incident. Appropriate training, illness/injury reporting requirements, medical surveillance and physical fitness requirements will be maintained, and will be subject to review and modification by the District, with consultation and input from Union representatives.

21.4 Drug Testing. The District's current drug and alcohol testing policy applicable to unit members is set forth in its entirety as Appendix "1" and is incorporated into this agreement as if it was set forth more fully herein.

21.5 Calendar Creep Clause. The Union and the District acknowledge that periodically "calendar creep" occurs. During any calendar creep year, the union members who are required to work additional hours on their regular schedule, due to calendar creep, over and above what is considered normal will be compensated for those hours based on their hourly rate. The union members that are affected will receive a 27th pay check including any shifts worked during the extra pay period. This does not alter or change the negotiated holiday check.

21.6 Fire Academy Attendance Requirement. All candidates hired by the District will be required to attend a New York State recognized fire academy for all Basic Firefighter Recruit Training (BFRT) with subsequent CPAT endorsement. Candidates' previous attendance and completion of a BFRT or Recruit Firefighter Training (RFFT) program can be accepted upon review and approval by the District. Outside of New York State, a candidate's attendance of an equivalent BFRT or RFFT program will be subject to New York State reciprocity and acceptance of that specific program and the certifications contained within. Candidates wishing to compile various classes that are under the standard curriculum of a BFRT/RFFT program will be expected to complete a standard recognized fire academy regardless of completion of those previous classes.

21.7 EMT Certification. All members are required to possess and maintain a valid Emergency Medical Technician – Basic certification, at a minimum, as a condition of their employment.

21.8 Medical Evaluation. All members are required to obtain a medical evaluation annually. Individuals will receive notification when evaluations are due and must complete the physical. All medical records are confidential. The District shall only receive notification from the medical provider whether an employee is qualified to work in his/her job classification.

The initial medical evaluation or a scheduled appointment for any other reason shall be at no cost to the employee. Failure to attend any scheduled appointment without a reasonable excuse and timely notification to both the District and the District medical care provider shall result in the District invoicing the individual any charges levied by the medical care provider for the missed appointment.

ARTICLE 22 DURATION AND CHANGES

22.1 This agreement shall become effective on January 1, 2021, and it shall continue in full force and effect until December 31, 2025. If either party wishes to renegotiate the Agreement, written notice shall be given after January 1st of the year in which the contract is due to expire, and if such notice is not given, the Agreement shall continue in full force and effect from year to year until said written notice is given prior to any subsequent expiration date.

22.2 If any provision herein is declared invalid or unenforceable by a court or administrative agency with appropriate jurisdiction, the remainder of the Agreement shall be continued in full force and effect as if the invalid or unenforceable provision had not been included.

22.3 As both parties agree that they had the full and fair opportunity to negotiate all mandatory subjects for bargaining, neither party will seek renegotiation during the term of this agreement except upon mutual consent.

22.4 Any amendments to this Agreement must be in writing, signed by a representative of each party and must be ratified by the Union membership and by the Board of Fire Commissioners.

22.5 The District shall supply a copy of this Agreement to each unit member.

22.6 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

NORTH GREECE FIRE DISTRICT

By: 

Date: 9/22/2020

NORTH GREECE CAREER FIREFIGHTERS'
ASSOCIATION, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 3827

By: 

Date: 9/28/2020

APPENDIX 1

NGFD DRUG AND ALCOHOL POLICY

DRUG AND ALCOHOL TESTING PROCEDURES

Preamble

The North Greece Fire District (the "District") bears responsibility for preserving the health and safety of the residents and inhabitants of the District as well as its employees. Drug and alcohol abuse, which has long been a problem of concern and one which cuts across all segments of society, is intolerable in our workplace where the public's safety is paramount. As used throughout this procedure, the term "drug" shall mean illegal drugs or other controlled substances, inhalants, prescription drugs and drug paraphernalia. The District simply cannot take the chance that an impaired employee will cause harm to the residents and inhabitants of the District or other employees. The term District employee includes all full-time, part-time and volunteers. All District employees are considered "Safety-sensitive employees" as they can at any time be involved in emergency operations, dispatching, driving emergency vehicles or otherwise involved in operations that failure to adequately complete the task may result in harm to others.

District has a **zero tolerance** for any employee who works or reports for duty with illegal drugs or alcohol in his or her system, or whose abilities are impaired as a result of the use of prescribed drugs.

While the District has a zero tolerance policy, the District also wants to encourage any person with a drug or alcohol problem to seek the assistance they may need. Therefore, if an employee voluntarily comes forward to acknowledge a problem and seeks treatment before being in violation of this policy or being sent for a drug test, the District will work proactively with that employee to allow the employee to obtain that treatment. Treatment is not, however, a revolving door to be used by an employee to avoid discipline or termination from employment.

1. Policy

- 1.1 All employees are strictly prohibited from having drugs or alcohol in their system (except for prescription drugs that do not cause impairment – see 5 below) and from using, possessing, concealing, manufacturing, transporting, selling, buying or promoting the sale of any drug and from using alcohol on the District's premises at all times, and off premises while they are performing duties and responsibilities within the scope of their employment with the District (such as education or training activities). The term "use" and "using" shall include being under the influence of any drug or alcoholic beverage, and not merely the physical act of taking the drug or alcohol into the body.

- 1.2 Any use of alcohol or a drug while off duty which subsequently impairs the employee's job performance or jeopardizes the safety of other employees or residents and inhabitants of the District shall not be tolerated. A positive test or refusal to test will be considered proof of impairment.
- 1.3 The term "the District premises" includes the District offices, parking lots, work locations, garages, desks, lockers, and any vehicle or work site (accident or fire scene) engaged in the District business.
- 1.4 Where the term "drug test" is used, the following substances will be tested for: amphetamines, cocaine, marijuana, opiates, phencyclidine (PCP), barbiturates, benzodiazepines, and methaqualone, and any additional substances as may be specified from time to time by U.S. Department of Transportation ("DOT") regulations 49 CFR part 40. All of the procedures specified in the DOT regulations (49 CFR part 382) including for example, but not limited to procedures for conducting and having an Medical Review Officer (MRO) review the test, the cutoff levels for a positive test, and requirements for testing after an employee returns to work, shall apply. The MRO is a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results. North Greece Fire District will utilize the standard procedures of the testing contractor for positive results, additional testing, and recommendations for referrals for treatment.
- 1.5 Any employee undergoing prescribed medical treatment with any drug that has the potential to impair a person's ability to fully function physically and mentally must give the District a letter indicating that their physician understands the content of the employee's normal job and that the drug prescribed will not impair the employee's ability to perform their job safely and effectively. If such treatment impairs the employee's ability to perform their usual work duties, the employee shall be expected to undergo a change in duties to accommodate this impairment. If such an accommodation cannot be made, the employees shall be placed on a medical leave of absence.

2. Parameters of Drug Testing

- 2.1 Drug testing at North Greece Fire District may occur under four different circumstances:
 - Pre-employment
 - Post-accident
 - Random
 - Reasonable suspicion
- 2.2 Drug testing shall be done according to the Procedures for Transportation Workplace Drug and Alcohol Testing Programs set forth in the DOT regulations at 49 C.F.R. parts 40 and 382 (as amended).

3. Pre-employment and periodic required physicals

- 3.1 All North Greece employees are required to complete drug testing as part of their pre-employment physical for paid or volunteer positions. All North Greece employees are required to complete drug testing as part of their periodic required physicals.

4. Post-accident

- 4.1 Employees shall also be tested following a motor vehicle accident (other than a minor incident not involving personal injury and involving less than \$1,000 damage) with a District vehicle or whenever there is an indication that drug or alcohol use played a role in any accident or where injury to the employee or others has occurred.

5. Reasonable suspicion

- 5.1 Employees may be required to undergo a drug or alcohol test if the District has a reasonable suspicion that the employee is impaired as a result of using a drug or alcohol.
- 5.2 A "reasonable suspicion" shall mean that evidence or information exists which appears reliable and discloses facts or circumstances which, taken together, would lead a reasonably intelligent person to suspect that the employee has used or is using drugs or alcohol. The District will provide supervisory personnel, line officers, with appropriate instruction on how to identify whether an employee may have used or be impaired by drugs or alcohol.

6. Random Testing

- 6.1 Employees shall be randomly tested according to the procedures set forth in 49 C.F.R. § 382.305. The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Each employee selected for random alcohol and controlled substances testing under the selection process used, shall have an equal chance of being tested each time selections are made, and each employee selected for testing shall be tested during the selection period. Procedures for testing may include, but are not limited to: full-time or part-time employees sent for testing during normal working hours, and on site testing of volunteers during meeting and/or drills.
- 6.2 Failure to comply with a request for substance screening will be considered an act of insubordination subjecting the employee to termination of employment.
- 6.3 Every employee tested for alcohol and drugs will be informed of the results in writing. Positive test results shall be communicated by the testing contractor to the employee and the District. Negative test results shall be communicated by the District as soon as possible after it receives results from the test contractor. Positive test results shall be confirmed by a test of the original split sample. An employee will be given the opportunity to explain positive results before any adverse employment action is made final.

- 6.4 All records kept by the District pertaining to any alcohol and drug testing shall remain strictly confidential and will not be released to third parties without the written consent of the individual tested, unless relevant to legal proceedings or subpoenaed or as otherwise required by law.
- 6.5 Any employee who, as a result of testing, is found to have identifiable traces of alcohol, an illegal drug, or a non-approved prescription drug (see Policy, paragraph 5) in his/her system, regardless of when or where the drug or alcohol entered the employee's system, will be in violation of this policy and shall be subject to discipline, including discharge.

7. Procedure

- 7.1 If, under circumstances where there has been no incident, accident, or investigation which calls into question the employee's compliance with this policy, the employee admits to alcohol or drug use and requests assistance, the District will work with the employee in seeking rehabilitation.
- 7.2 Any supervisor who reasonably suspects an employee has reported to work or is working while impaired by any drug or alcohol must immediately notify the Chief or one of his or her Assistants, and remove the employee from duty.
- 7.3 Any supervisor who reasonably suspects that an employee is possessing, selling or using a drug or alcohol while on duty must immediately notify the Chief or one of his or her Assistants, or his or her designee on duty.
- 7.4 When an employee driving a District vehicle is involved in a motor vehicle accident (other than a minor accident as defined above), or where there is reasonable suspicion that drug or alcohol use played a part or when personal injury has occurred, this must be reported to the Chief or one of his or her Assistants, or his designee on duty immediately by any District personnel with knowledge of the incident.
- 7.5 It is the responsibility of the Chief or one of his or her Assistants, or his designee on duty to meet with the employee in a timely manner and discuss the suspicions of drug or alcohol use. The employee may at that time be required to undergo a drug or alcohol test.

8. Actions

- 8.1 If the employee admits a violation of this policy, appropriate disciplinary action will be taken in accordance with the applicable procedures, Article 8 of the collective bargaining agreement for Local 3827 members, Civil Service Law Section 75, and/or Fire District SOP governing discipline or other appropriate documents.
- 8.2 If the employee denies drug/alcohol use and refuses to participate in drug screening, he/she will be suspended pending further investigation, and shall be subject to discipline up to and including termination of employment in accordance with above mentioned procedures.

- 8.3 If the employee denies drug/alcohol use and agrees to drug and alcohol screening, he/she will be taken immediately to be tested.
- 8.4 Employees suspected of violating this policy may be suspended pending completion of the investigation according to the District policy. Employees participating in drug or alcohol screening may be suspended without pay for paid employees or unable to participate in any North Greece activities for volunteers until test results are available. If negative test results are received, the employee shall be returned to duty. If an employee was denied pay during suspension, the employee will be paid for work time missed during suspension.
- 8.5 When positive test results are received, the employee will be notified by the Chief or one of his or her Assistants, concerning the results and the District shall seek to discipline or terminate the employee in accordance with the appropriate discipline procedure.

9. SUMMARY

- 9.1 It is understood that each incident will be handled as a case by case basis. The primary goal of this policy is to protect the residents and inhabitants of the District and other employees from impaired employees. The intent of this policy is to help the employee receive treatment and return to work. However the District will take the steps necessary to accomplish the goal of providing a safe work environment.

APPENDIX 2

SPECIAL OPERATIONS TEAM PARTICIPATION

The North Greece Fire District will permit sponsorship of interested and qualified employees, pending review and approval by the Fire Chief, to be part of the Monroe County Special Operations Unit (MCSOU) which includes the following:



6. Deployments: Prior to any deployment outside of Monroe County, a formal request for any deployment must be made through the Monroe County Fire Bureau and/or The Office of Fire Prevention and Control for New York State and a formal declaration must be made by either the County Fire Coordinator and/or State Fire Administrator to the County fire chiefs. When notified with a request for deployment, the employee must first contact the Battalion Chief. The Battalion Chief and Fire Chief will review the request(s) and circumstances with the Fire Chief making the final decision for any deployment.
7. Deployments: Employees on approved deployment with MCSOU, following all the criteria above, shall receive compensation at straight time. Employees will be reimbursed for only those hours worked and in accordance with operations period logistic sheets (ICS Forms) provided by the County Fire Coordinator and/or State Fire Administrator.
8. Any probationary North Greece firefighter who is a current member of the MCSOU will not be covered under this MOU until that employee has (1) completed their probationary period, (2) submitted a written request to his Battalion Chief, (3) receives written authorization by the Fire Chief and (4) receives signed sponsorship from the Fire Chief.

APPENDIX 3

APPROVED UNION/DISTRICT LOGO

