

VILLAGE OF ILION
FIREFIGHTERS IAFF LOCAL
1185 COLLECTIVE
BARGAINING AGREEMENT

June 1, 2018 – December 31, 2020

This agreement is between the Village of Ilion Board of Trustees and the Village
of Ilion Firefighters Local 1185 IAFF Local 1185

ILION FIREFIGHTERS IAFF LOCAL 1185
COLLECTIVE BARGAINING AGREEMENT
JUNE 1, 2018 – December 31, 2020

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PREAMBLE

The general purpose of this agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations between the Village of Ilion, New York, the employees, and the Association.

The parties mutually recognize that the responsibilities of both the employees and the Village of Ilion to the public require that any disputes arising between the employees and the Village be adjusted and settled in an orderly manner, without interruption of services to the public.

The parties further recognize that the essential involved here is public service, and that the general health, welfare, and safety of the community are dependent upon service to the community and they agree to continue to encourage efficiency on the part of the members of the Fire Department.

To these ends, the Village of Ilion and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives on all levels and among all employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

§1.01

The Village has recognized the Association as the bargaining agent for the Ilion Firefighters under the Public Employment Act of 1967, also known as the Taylor law, as enacted by the Legislature of the State of New York and further this Agreement reached by the duly appointed representatives of the Village and the duly appointed representatives of the Association shall meet the requirements as prescribed by said law.

ARTICLE 2-DEFINITIONS

§2.01

"Association" means the Ilion Firefighters Local §1185

§2.02

"Member" or "Employee" means a person employed the Village of Ilion as a Firefighter **§2.03**

"Service" or "Length of Service" includes service with the Fire Department of the Village of Ilion starting with the first day of appointment.

§2.04

"Department" means the Village of Ilion Fire Department; Village of Ilion Ambulance Department and such enforcement of the Village codes as pertains to fire prevention and safety.

§2.05

"Employer" means the Mayor of the Village of Ilion as head of the Department of Safety §2.06

"Chief means the Department Head of the Fire Department

§2.07

"Commanding Officer" means the officer in charge

§2.08

"Retirement" shall mean retirement in accordance with the provisions of the New York State Retirement and Social Security Law.

§2.09

"Association Officer" mean officers of the Association.

§2.10

"Executive Board" means the appointed members and elected officers of the Association as defined In the Association by-laws.

§2.11

"Bargaining Committee" or "Negotiating Committee" means a Committee composed of not more than four (4) members and counsel who will meet and negotiate with the Village concerning this agreement or future agreements.

§2.12

"Counsel" means an attorney or other person, not an employee, designated by the Association to participate and assist in negotiations with the Village.

§2.13

"Grievance Committee" means a committee of not more than five (5) members designated by the Association to review, screen and adjust grievances presented by employees.

§2.14

"Court Appearance" means a time when a Firefighter must appear or give testimony in any recognized departmental agency hearing which may compel his/her attendance whether by subpoena or by direction of his/her superior officer.

§2.15

"Mayor" means the Chief Executive Officer of the Village of Ilion and the Department of Safety.

ARTICLE 3 –MANAGEMENT RIGHTS AND RESPONSIBILITIES

§3.01

It is recognized that the Government and management of the Village, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the Village and that all lawful prerogatives of the Village will remain and will be solely the Village's right. Such management rights and responsibilities belong solely to the Village and are hereby recognized. Paramount among public policy, determination of the mission, purpose and duties of the various departments and bureaus with the Village, their budgets, organization, number of employees, and the numbers, types and grades of positions of employees assigned to manage and direct work forces, the amount of supervision necessary, machinery and tool equipment, work methods, together with the selection, procurement, Designing, engineering and control of equipment and material in order to operate and manage its affairs in all respects in accordance with law.

The Village also has statutory and charter rights in contracting for matters relating to municipal operations. The right of contracting or subcontracting is solely vested in the Village.

§3.02

It is further recognized that the charter places responsibility on the Mayor of the Village for enforcing the laws of the State and the Village, exercising supervision and control over the Department of Safety and other departments, to prepare and submit an annual budget, to direct the proper performance of all Village Departments and carry out all other Charter responsibilities and provisions so designated. Also, that it is the responsibility of the Mayor and Village Board to enact local laws, ordinances, and resolutions and to appropriate money.

Similarly, the responsibility of the Village for determining classification status and tenure of members, establishing rules, initiating promotions and disciplinary actions, certifying payrolls and the reviewing of appointments in the Village's service is also recognized.

§3.03

It is also agreed by the Village and the Association that the Village is legally obligated to provide equality of opportunity, consideration and treatment of all members of the Fire Department and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Department in all phases of the employment process.

§3.04

It is further intended that this agreement and all of its supplements will be an implementation of the Charter and ordinance authority of the Village Board, the Chief Executive Officer, the rules and regulations promulgated by the Department of Safety and the Public Employees Fair Employment Act.

§3.05

The Village will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this contract. No official or agent of the Village will:

- A. Interfere with, restrain or coerce employees in the exercise to join or refrain from joining a labor organization except where permitted by Law, to avoid a conflict of interest.
- B. Interfere with the formation or administration of any employee organization the requirements of the Law.
- C. Discriminate in regard to employment or conditions of employment in order to encourage or discourage Membership in labor organizations.
- D. Discriminate against any employee because he/she has given testimony or taken part in any grievance procedures or other hearing, negotiations, or conferences as part of the labor organization recognized under the terms of this agreement.
- E. Refuse to meet, negotiate, or confer on proper matters with representatives of the Association as set forth in this agreement, provided however that the employer is not required to meet with any representative group or committee containing more than four (4) association members and counsel.
- F. the Village will not sub-contract for any services pertaining to Fire/EMS service for the life of his/her contract.

ARTICLE 4- DISCIPLINE AND DISCHARGE

§4.01

Exercise of Rights: The only procedure for taking disciplinary action or measures against any member covered under this Agreement shall be as set forth in the following sections.

§4.02

Investigations: The Village shall have the right to investigate potential targets of disciplinary action by questioning of the member.

The questioning shall be held by the designees of the Village Board, being the Village Attorney, and/or the Village Treasurer and the Fire Chief at such time and place as the designee's indicate. The firefighter shall be notified in writing that he/she is a potential subject of disciplinary action and that he/she is entitled to Association representation and/or their attorney at the questioning. No such questioning may be required of a firefighter after a notice of Discipline has been served on such firefighter.

§4.03

Discipline:

- A. Discipline shall only be imposed for misconduct or incompetency. The specific acts for which discipline is being imposed and the penalty proposed shall be specific in the notice. The notice of discipline shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places.
- B. Oral reprimands shall not be deemed a disciplinary measure subject to the rights of this Article. However, oral reprimands may be considered when taking progressive disciplinary action against a member. Oral reprimands may be reduced to writing and shall be noted in the member's file. The member shall have an opportunity to submit a letter of explanation denial, etc. which shall stay in the file along with the note referencing the oral reprimand.
- C. Disciplinary acts and measures shall include written reprimands, suspensions without pay, fines, loss of accrued leave credits or dismissal from service. Oral reprimands shall not be included as a disciplinary act.
- D. Where the Village seeks the imposition of any of the above disciplinary measures notice of such discipline shall be made in writing and served upon the firefighter.

The notice shall include a statement advising the member of their right to Association representation and/or their attorney at any stage of the disciplinary proceedings.

In addition, prior to any suspension without pay or loss in pay, the firefighter shall be given an opportunity to answer the charges/notice of subject of disciplinary action, and the Village Attorney and

the Chief shall hold a conference with said firefighter and the Association representative and/or their attorney to advise said firefighter of the alleged acts precipitating the disciplinary action.

The notice of discipline served on a firefighter shall be accompanied by a written statement that:

1. The firefighter has a right to object by filing a grievance within fourteen (14) days:
2. The grievance procedure provides for a hearing by an independent arbitrator as its final step.
3. The firefighter is entitled to representation by the Association and/or their attorney selected at their own expense at every step of the proceeding;
4. If a grievance is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination. F. Grievance:

1. If not settled or otherwise resolved, the notice of discipline may be grieved in writing to the Chief and Village Treasurer and shall be filed either in person or by certified or registered mail, return receipt requested, by the firefighter within fourteen (14) calendar days of service of the notice of discipline.

2. The timely filing of such a grievance shall be complete on:

- a. the date on which it is filed, or
- b. the date of mailing by certified or registered mail, return

receipt requested. G. Voiding of Grievance:

If a firefighter is not able to personally sign and file a disciplinary grievance, the Association may, at the firefighter's request, submit such grievance on the firefighter's behalf. Provided, however, that within seven (7) days of submission, the firefighter in question must appear to sign the grievance form or the Association must produce documentation as to why the firefighter could not appear. Should neither of these actions occur, the grievance shall be deemed void after seven (7) days. H. Penalty:

The penalty proposed by the Village or designee may not be implemented until:

1. The firefighter fails to file a grievance within fourteen (14) calendar days of the service of the notice of discipline, or
2. Having filed a grievance, the firefighter elects not to pursue it, or
3. The penalty is upheld by the disciplinary arbitrator or a different penalty is determined by the arbitrator to be appropriate, or
4. The matter is settled.

I. Order of Processing:

The grievances shall be processed as follows:

The Chief and Village Treasurer will present the grievance to the Village Board. The parties shall then follow the procedures set forth in Step 2 under Article 8 -entitled Grievance Procedure. If still unresolved, the parties shall follow the procedure set forth in Step 3 of Article 8 and, the remainder of the of the arbitration procedure, as set forth in Article 8.

Section 75 Hearing:

The firefighter and the Village each have the choice to proceed with the Discipline and Discharge of Article 4 or to proceed pursuant to Section 75 of Civil Service Law as follows:

- A. If the village so elects, initial charges maybe be brought per §75 of the Civil Service Law.
- B. If the Village opts to bring charges pursuant to the binding arbitration procedures, charges will be so brought and a mutual arbitrator will be selected. (This will be the normal choice)
- C. If the firefighter charged pursuant to the binding arbitration procedures elects to proceed via a §75 hearing instead, then prior to submitting his/her answer to the charges (but within the same limits that the answer is due) the firefighter must submit a "Waiver of Arbitration" form, thereby demanding a §75 hearing.
- D. Upon receipt of such waiver, the Village will resubmit the charges pursuant to §75, and the parties shall then select a Hearing Officer.

ARTICLE 5- AGENCY SHOP

§5.01

Any present or future employee who is not a member of the Association shall pay, if they desire to participate, to the Association, bi-weekly service charge as a contribution toward the administration of this agreement. This charge will be deducted from the payroll by the Village and shall be in an amount deducted from the Association members as dues and forwarded by the Association. The deductions are to be made with the consent of the employee.

ARTICLE 6-NO STRIKE/LOCKOUT PLEDGE

§6.01

It is recognized that the need for continued and uninterrupted operation of the Village Departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

§6.02

Adequate procedures having been provided for equitable settlement of grievances arising out of this agreement, the parties agree that the Association, its officers, members and agents will comply with Article XIV, Section 210 of the Taylor Law; Prohibition of Strikes, together with the following:

- A. No public employee or employee organization shall cause, instigate, encourage, or condone a strike, nor shall they participate in or instigate any slowdown or job action, pertaining to their job titles.
- B. A public employee who violates the provisions of subdivision of this section shall be subject to the disciplinary penalties provided by law.

§6.03

Similarly, the Village agrees that it will not lockout or coerce its employees of the Fire Department.

ARTICLE 7-ORGANIZATION AND RIGHTS OF EMPLOYEES

§7.01

Members of the Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality, as per the Village Charter and according to fire regulations. ,s

§7.02

The Association will be represented by a four (4) member bargaining committee and grievance committee, elected by the Association.

§7.03

The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relations with the public. Out of these contracts may come questions concerning the actions of members of the force.

These questions may require immediate investigation by superior officers designated by the Mayor and any and all investigations shall be conducted in a manner which is conducive to good order and discipline.

§7.04

In all cases, in the interest of maintaining, a degree of high morale in the Department, the Department will afford an opportunity for a member, if he so requests, to consult with Counsel and his/her Association representative prior to being questioned concerning a violation of the Rules and Regulations.

Counsel and one representative of the association may be present during the interrogation of a member of the department. The Village also maintains the right to Counsel during these sessions.

§7.05

In the event that a Firefighter is faced with a civil claim arising out of an accident related to his/her service with the

Department, the Village will furnish legal counsel of its choice for his/her protection and hold him/her harmless from any financial loss unless the Firefighters is found to be guilty of gross negligence in his/her duties.

§7.07

Employee Review of Personal Records:

Any employee who desires may upon written request review their official file in the Village Office. A.

It is understood that such requests should be made with:

1. Reasonable lead time so as not to disrupt the normal operation of the Village Office.
2. The understanding that no document(s) is/are to be permanently removed from the individual personal folder.

B. While reviewing his/her file, the employee must do so in the presence of one of the following individuals:

1. Village Treasurer
2. Department Liaison
3. Any member of the Village Board

- C. After the passage of one and one-half (1-1 /2) calendar years from the date of issuance of a warning, letter or reprimand, notice of suspension, or any other documents deemed undesirable by the employee and contained in their personal file, the employee may:
1. Through written request, petition the Village Board to review their record on the infraction in question with the intention of having an addendum attached to the particular document which would verify that the employee had not recommitted this particular offense during the intervening time.
 2. The employee request to the Village Board will be reviewed by the Department Liaison.
 3. The liaison will review his/her findings with the Board and make a recommendation as to whether or not the employee's request should be approved or denied.
 4. The Village Board will approve or deny the request.
 - a. If it is approved, the Village Clerk will be directed to make the appropriate addendum to the file document.
 - b. If denied, the liaison will be directed to so inform the employee, giving reasons for the denial.
 - c. Whether approved or denied, the employee will receive a written decision from the Board as to the reason(s) for its decision, which will become part of the employee's personnel file.
 5. A request for an addendum to a particular document may be made only once a year.

§7.08

The Association may schedule meetings on Fire Department property, as long as such meetings are not disruptive to the employee's duties or the efficient operation of the Department.

§7.09

Employees, who are required to take part in Reserve Duty training, shall be paid for such time and it shall not be treated as vacation time taken.

§7.10

The Village will furnish four (4) copies of this agreement within sixty (60) days of the effective date to the Association.

Agreed January 2019

ARTICLE 8- GRIEVANCE PROCEDURE

§8.01

Definition-A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this agreement. Other disputes which do not involve the interpretation, application or claimed violation of this agreement, including matters as to which other means of resolution are provided or foreclosed by this agreement or by statute shall not be considered grievances.

§8.02

Declaration of basic principle- Every member of the Association shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by counsel of his/her own choosing at all stages of the Grievance Procedure.

§8.03

STEP 1: Except for disciplinary actions, any employee who claims to have a grievance shall present his/her grievance to the Chief of the Fire Department in writing within five (5) days after he learns of the situation which created or caused the grievance.

The Chief shall discuss this grievance with the employee and shall make such investigation, as he/she deems appropriate. Within five (5) days after the presentation of the grievance to him/her, the Chief shall make his/her decision and communicate the same in writing to the employee presenting the grievance, to the employee representative, if any, and to the Association.

§8.04

STEP 2-If any employee presenting a grievance is not satisfied with a decision made by the Chief: he/she may within five (5) days thereafter, request a review and determination of his/her grievance by the Village Board. Such request shall be made in writing and contain a statement of specific nature of the grievance and the facts relating to it. Such request shall be served upon the Village Board, the Chief of the Fire Department and to the Association.

The Village Board, at the request of the employee, shall hold a hearing within fourteen (14) days after receiving the request and statement from the employee. The employee and his/her representative may appear at the hearing and present oral statements and arguments. The Association shall also be kept

advised and may participate at all open meetings and hearings. Within ten (10) days after the hearing, the Village Board shall make its decision and communicate the same in writing to the employee presenting the grievance, to the employee's representative, if any, and to the Association.

§8.05

STEP 3 - If any employee presenting the grievance has not been satisfied with the decision made by the Village Board, then, within fifteen (15) days of the receipt of the decision, the grievance may be submitted to arbitration for settlement.

A grievance affecting a large number of employees may be treated as a one-policy grievance and initiated by the Association by submission to the Village Board at this stage of the grievance procedure.

§8.06

Appeals to Arbitration

A. Authority of Arbitrator:

1. The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this agreement. He/she shall confine his/her decisions solely on the application and/or the interpretation of this Agreement. The arbitrator shall not be required to rule on, consider, or decide:
 - a. Any issue of job classification; the management right to assign work within a job classification; the discipline or discharge of probationary employees; pay scales; wage rates.
 - b. The arbitrator shall confine himself/herself to precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching his/her determination.
 - c. At least five (5) working days prior to the arbitrator hearing, the Village and the Association shall meet to frame the issues to be submitted to the arbitrator and review the facts of the matter in an effort to expedite the hearing.
 - d. The failure of the Village to meet the deadlines specified herein shall permit advancing the matter to the next step. The failure by grievant or the Association to file an appeal within the specified time limits shall be deemed a settlement of the grievance. The parties, by mutual written agreement, may

extend the time limits at each step. Further, any Step of the grievance procedure may be bypassed by mutual written agreement.

e. A settlement of or an award upon a grievance may not be retroactive prior to the act or omission constituting the grievance.

f. The Association may appeal from the decision of the Village Board within fifteen (15) days after the notice of its decision. The appeal shall be taken by submitting to the Village Board a written notice of appeal, setting forth the basis upon which the Association disagrees with the determination. At the same time, with the submission of the appeal to the Chief, the Association shall advise the Public Employment Relations Board (PERB) of the dispute and request a list of arbitrators from which an arbitrator shall be chosen in accordance with PERB standards, and shall be shared equally with the Village and the Association.

g. The arbitrator shall hold a hearing within a reasonable time after receiving the written request for review. He/she shall give at least three (3) days' notice of the time and place of such hearing to the Association and the Village Attorney, all whom shall be entitled to be present at the hearing. The hearing may be held in public or private, as determined by an arbitrator. The hearing may be adjourned from time to time by the arbitrator if in his/her judgment such an adjournment is necessary in order to obtain material evidence.

h. The arbitrator may request the Village Board to submit a written statement of the facts including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Village Board or its nominee in making its decision. Such written statement shall be submitted within three (3) days after the request by the arbitrator.

i. The arbitrator will not be bound by formal rules of evidence. If the parties so elect, or if the arbitrator deems it necessary, a written summary will be kept of each hearing.

j. The arbitrator will make his/her report in writing within thirty days after the close of the hearing or after briefs, if any, have been submitted by the parties.

The arbitrator will proceed with the disposition of the matter with the utmost of dispatch and the decision of the arbitrator will be binding on the Village and the Association.

B. Grievance Committee:



Agreed January 2019

1. Officers elected by the association shall act as Association representatives, and shall submit their names in writing, along with any other designated members who may represent members to the Village. These individuals so certified shall constitute the Association Grievance Committee.

2. Any grievance committee meetings with the Village shall be held during working hours, on the Village's premises, and without loss of time or pay when practical. C.

Processing Grievances During Working Hours:

Grievance committee members may investigate and process grievances during working hours without loss of time or pay when practical. D. Labor-Management Committee:

Upon request of either party, conferences shall be held between representatives of the Village and at least three (3) representatives of the Association on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties. Arrangements for such meetings shall be made in advance and shall be at reasonable hours as mutually agreed upon by the parties.

Members acting on behalf of the Association shall suffer no loss of time or pay should such meetings fall within their regular work hours.

ARTICLE 9- NEWLY CREATED AND VACANT POSITIONS

§9.01

Newly created and vacant positions will be filled from the appropriate Civil Service Examination. If it is necessary that a position be filled temporarily (i.e., a Temporary employee is a Firefighter who is holding a position in the absence or unavailability of an incumbent) until a list is propounded, the Fire Chief will post the position and make a recommendation to the Village Board on eligible candidates.

The person filling the temporary position will be paid at a rate of pay to be determined by the Village Board. The Village Board reserves the right to abolish any position in the interest of good management.

All Civil Service Promotional Lists will remain in effect for one (1) year from the date of issuance, unless the list is exhausted prior to termination of the one year period. Subject to the approval of the Civil Service Commission.

ARTICLE 10- PROVISIONAL, PROBATIONARY AND PERMANENT FIREFIGHTERS

§10.01

Subject: to the provisions of the Civil Service Law and the applicable rules of the Civil Service Commission, employees of the Fire Department are hereby classified as follows:

Provisional Employees: A provisional employee is a Firefighter who is holding a position without a Civil Service Appointment. The term that he may be employed for will be in accord with the Civil Service Law, Section 65 and the position will be filled as soon as possible by a probationary appointment. The foregoing does not apply to temporary appointments made because of the absence or unavailability of the incumbent.

Probationary employees: A newly appointed Firefighter will be deemed on probation for the minimum period required by the Rules and Regulations of the Civil Service Commission. The Village may extend the probation period beyond the minimum of six (6) months and up to the maximum period of one (1) year upon giving notice to the employees as to the reason why this appointment has not been made permanent. The employee will, during his/her probation, be entitled to all benefits available under this agreement. The same provisions will apply to a Firefighter who has received a promotional appointment and is required to serve a probationary period by the Law or the rules of the Civil Service Commission.

Permanent Employees: A permanent employee is a Firefighter who has completed his/her probationary period after having been appointed from a Civil Service List. The term that he/she may be employed for will be in accord with the Civil Service Law. The foregoing does not apply to the appointment of temporary employees made because of the absence or unavailability of the incumbent.

ARTICLE 11 -PROFESSIONAL TRAINING AND IMPROVEMENT COURSES

§11.01

The Village and the Association agree that it is to the interest of the Administration of the Village that all officers and employees of the Association will be given equal schooling and be able to participate in professional, educational and training courses whenever the same are available. In order to facilitate the availability of such courses to the personnel of the Department, the following criteria are hereby adopted:

A. The Village or Officer in Charge will post on a bulletin board in the fire station, announcements of all courses to be given which are either compulsory for a segment of the staff, are prerequisites to promotions or improved assignments, or may be optional for improving the professional standing of the members of the Department. All Association members will have an equal opportunity to bid for the prerequisite and optional courses. In the event that there are more bids than openings available, the senior personnel will be given preference, subject to any special requirements by the institution giving the course.

Agreed January 2019

B. Compulsory courses

1. The Village shall encourage training of employees to exercise their responsibilities as firefighters.
2. The Village in its discretion shall approve required training of all employees. However, in exercising its discretion, the Village shall encourage equitable distribution of such training among employees and among shifts.
3. Employees may initiate requests to the Chief for additional training.
4. The State will determine compulsory courses.

C. Optional Courses

Any employee attending an optional educational course related to the furtherance of his/her proficiency as a firefighter/EMT, will enter into agreement with the Village of Ilion. The Village Board agrees to pay, upon the successful admission to such course, the tuition and materials needed to complete the course. Upon successful completion of the course, the Firefighter/EMT will be reimbursed by the Village for the cost of expenses incurred while taking the course. The amount reimbursed will be at the sole discretion of the Chief. By entering into this contract with the Village, the firefighter agrees to complete requirements of the course and complete any examinations at the end of the course. Early departure, expulsion, or failure from the course prior to the final exam will constitute a breach of the firefighter's agreement with the Village. As a result of this breach, the Firefighter will have an amount not to exceed \$100.00 per week deducted from his/her pay until the Village is reimbursed for the tuition and materials. Special consideration will be given for withdrawal from a course due to extenuating circumstances. The Chief has sole discretion to wave repayment based on his/her evaluation of special circumstances.

EMT Educational Program reimbursement language as in Appendix "D" shall be followed in this section of the agreement. D. Prerequisite Courses:

Whenever a course is given which is a prerequisite for promotion or for advantageous assignment, the timing of such course will be arranged to allow interested personnel to register and complete the same in sufficient time to qualify them as a candidate for the position.

E. Special Courses

Whenever a special course is announced by an educational institution which results in the improvement of the professional capacity of a firefighter, the Village will arrange to permit as many of the interested personnel in attending such courses and are eligible to do so, keeping in mind the criteria that if only a limited number can attend, seniority will be the primary requirement for eligibility in so far as the Village is concerned.

§11.02

If it is not possible to schedule such compulsory courses and training programs during the regularly scheduled tour duty and a firefighter must take part in said courses during his/her off time, then said firefighter shall be paid at the rate of straight time.

ARTICLE 12-SENIORITY

§12.01

Seniority will be determined as of the date of the employee's permanent appointment from a Civil Service list as a Firefighter in the Village of Ilion. Officer seniority shall be determined as of the date of Civil Service Promotion.

§12.02

Time spent in the employment of another department within the Village will be applicable only to retirement. The combination of time will not be credited for use in filling job vacancies.

§12.03

Members will be entitled to 22 working days or 30 calendar days of military leave annually as authorized by Civil Service Law.

For the purpose of military leave and military activation a "working day" shall be defined as being 12 hours and time will be non-cumulative on an annual basis beginning January 1 and ending December 31 of each year. §12.04



A member of the Association will forfeit all seniority rights under the following circumstances:

- A. He resigns his/her position
- B. He/she is legally dismissed.
- C. He/she retires from the Department on a regular service retirement plan.

§12.05

The Village is in accord with the principle that Seniority should be a major factor in filling job openings, provided the employee is fully qualified otherwise. However, it is recognized that the Public Safety must not be jeopardized through artificial constraints resulting from the application of the principle of strict seniority.

§12.07

In the event that it becomes necessary to reduce the Fire Fighting force, seniority will govern layoffs and recalls. The employee lowest on the list will be first to be laid off and the last to be recalled.

ARTICLE 13- LEAVE OF ABSENCE- Without Pay

§13.01

The Chief Executive Officer may grant leave of absence without pay to employees, not to exceed one (1) year.

§13.02

A leave of absence may be requested for any legitimate purpose, but such leave will not be granted if it is detrimental to the best interest of the Village.

§13.03

Employees shall request such leaves of absence in writing well in advance of the date so desired; however, the Village may make exceptions in emergency situations.

§13.04

If two employees request leave for the same time period and the Village cannot spare more than one, the senior employee will be given preference unless the other employee needs time for more urgent or emergent reasons.

ARTICLE 14- ORGANIZATION LEAVE

§14.01

An annual budget of three hundred dollars (\$300.00) shall be made available to the association to defray in part or in whole the cost of attending approved Association related conferences and seminars.

§14.02

Two members of the Association are hereby allowed to attend the New York State Professional Firefighters convention, the New York State Legislative Conference once each calendar year, also the four (4) New York State Professional Firefighters Association district meetings.

The possibility of these events falling on a duty day for one or both of these men may arise. If this should occur, the duty person or persons shall be permitted to attend with no loss of time and are to be replaced by off duty personnel who shall be compensated at straight time pay.

ARTICLE 15- BEREAVEMENT LEAVE

§15.01

Absence from duty by an employee of the Village Fire Department by reason of the death of a member of his/her immediate family will be allowed, without loss of compensation as hereafter follows:

A. A family member will be defined as : The Firefighter's spouse, child, mother, father, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandchild, grandfather-in-law, grandmother-in-law, sister-in-law, brother-in-law, or anyone who resides in the employee's household including a foster child or a ward of the county.

B. Absence from duty for any reason stated in sub-paragraph "A" will be granted by the Chief or appointed authority for a maximum of two (2) consecutive twenty-four-hour shifts, not including the current shift the employee is working; per incident. If an employee must travel out of the state, he shall, at the Board's discretion, be granted an additional Twenty-four-hour shift of leave.

ARTICLE 16 – PAYMENT FOR COURT TIME

§16.01

A firefighter or deputy chief will be compensated at the rate of straight time for any off-duty court appearance in conjunction with Fire Department matters.

16.02

All reimbursement for court duties will be turned over to the Village Treasurer immediately upon receipt for days served while on duty, i.e. Jury Duty.

ARTICLE 17-SICK LEAVE AND PERSONAL DAYS

§17.01

Absence from duty by an employee of the Department by reason of sickness or disability of him or herself or disability or illness of a member of his/her family, will be allowed without loss of pay. Spouse's day of delivery for childbirth shall constitute such a situation.

§17.02

Any employee absent because of sickness or disability will notify his/her supervisor of such absence and the reason therefore, on the first day of such absence unless his/her physical condition prevents him/her from doing so, in which case, notice will be given as soon as possible.

§17.03

Each employee of the Department will be granted twelve (12) sick leave hours per month.

§17.04

Sick leave will be allowed to accumulate until a total of two hundred forty (240) days have been accrued to the credit of the employee. All sick days allocated for the year, per §17.03, will be used before any sick days are subtracted from the employee's bank, regardless of date.

§17.05

If an employee goes beyond his/her accumulated sick leave, the Department Head may petition the Village to grant additional sick leave with pay.

§17.06

When an employee becomes injured while working for the Village of Ilion, he must elect in writing, to his/her Department Head, whether he prefers to have sick leave pay or Workmen's Compensation.

If such injury occurs in the performance of duty, see §207-a Appendix C.

§17.07

Whenever a member of the Department is reported sick or disabled for five (5) or more consecutive calendar days, it will be the privilege of the Fire Chief or his/her designee to visit the employee and if in his/her judgment, such member may be unable to perform his/her duties, or require a certificate from a physician relieving him/her from duty, the cost of the physician will be borne by the Village if the judgment of the Chief or his/her designee is proven wrong. Should the employee be proven wrong, the cost of the physician will be borne by the employee. The selection of a physician will be mutually agreed upon between the Village and the employee.

§17.08

Any abuse of the sick leave benefit will be cause for disciplinary action.

§17.09

In case of leave of absence due to exposure to contagious disease, a certificate from the County Department of Health will be required.

§17.10

The Chief may require an employee who has been absent because of sickness or disability or exposure to contagious disease to be examined by a physician appointed by the Village, as to whether or not he/she is capable to perform his/her duties and that his/her return will not jeopardize the safety and health of other employees of the Department. Cost of such action will be borne by the Employer.

§17.11

An employee, upon retirement, will be granted his/her total accrued sick leave, equal or up to 100 twelve (12) hour days (1200 hours), at his/her hourly rate at retirement in a lump sum payment. The employee may also apply this benefit to continue the retired families' medical benefits coverage for the number of months for which the equivalent dollar value of this benefit will be sufficient to pay the required premiums.

Those hired after 1/11/2003 will be paid upon retirement \$102 per day for sick time accrued up to 150 days.

Upon retirement, final payment may be paid over three or more years by mutual agreement between the retiree and Village Administration.

§17.12

In the event of the death of a Firefighter or Deputy Chief, a sum of money equal to his/her straight time salary will be paid to the widow/widower or estate for each vacation or holiday unused within the contract year per the Fire Chiefs records based on his/her current salary. This will also apply to unused sick leave time up to 150 days.

§17.13

The members will be granted 48 hours of personal leave time per year. Personal time may be used in 8-hour increments used at the employees discretion.

§17.14

Sick Bank

For the purpose of providing additional sick leave for eligible employees suffering from a prolonged serious illness or injury, a voluntary sick leave bank shall be established which shall be jointly administered by the Association and Village.

All employees who have completed one (1) full year of service with the Village may become members of the bank by donating two (2) days of their own accumulated sick days to the bank upon their initial enrollment and one (1) day each calendar year thereafter. Such donations to the sick leave bank shall be made by December 15 of each year, in writing by the employee. When such donation is made, the individual employee's accumulated sick leave days will be reduced accordingly.

Before an employee may be considered for use of sick days from the sick bank, that individual employee's sick leave must be totally depleted, and approval for use of sick leave bank time must be granted by the Sick Leave Bank Committee.

The Sick Leave Bank Committee shall consist of two members from the Village-Mayor or other board Member and Treasurer -and two members of the Association who shall be appointed by the President of the Association. The Committee shall maintain a current inventory of available sick bank days and make determinations regarding all applications to use said available days. Should the Committee become deadlocked, or otherwise unable to reach a decision, regarding the nature or seriousness of a particular illness or injury or the number of days to be granted, then the Committee may seek assistance from a qualified and competent licensed physician to aid with their determination.

In no event shall any decision of the Committee be considered a proper subject to be processed under a grievance proceeding; hence, all said decisions of the Committee shall be expressly excluded from any such proceeding.

In no event shall any sick bank days be subject to any form of payout to employees upon abolishment of or any other discontinuance of the sick leave bank.

ARTICLE 18- HOLIDAYS

§18.01

All employees will be entitled to thirteen holidays a year as follows:

- | | |
|-----------------------------------|----------------------------|
| 1. New Years Day | 7. Columbus Day |
| 2. Presidents Day (As designated) | 8. Labor Day |
| 3. Martin Luther King Day | 9. Veterans Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. Christmas Eve |
| | 13. Christmas Day |

§18.02

Employees commencing a work shift at seven o'clock in the morning only on Christmas, New Year's, Fourth of July, Thanksgiving, Labor Day and Memorial Day shall be entitled to an additional eight (8) hours of Straight Pay.



ARTICLE 19- VACATION TIME

§19.01

Agreed January 2019

All employees will be eligible for an annual vacation according to the following schedule:

One to Five years of service: two weeks with pay

Five to Ten years of service: three weeks with pay

Ten to Fifteen years of service: four weeks with pay

Fifteen to Twenty years of service: five weeks with pay

Those hired after 1/1/2003 the fifth week of vacation is eliminated.

§19.02

All employees with scheduled vacation time who become ill or incapacitated prior to the taking of such vacation, will have the right to postpone the taking of said vacation until a time as he is physically capable of so doing provided the said vacation is taken within the year.

§19.03

All members eligible for three (3) weeks of vacation may elect to sell back to the Village one (1) weeks of vacation for straight time pay at their discretion. All members eligible for four (4) or five (5) weeks of vacation may elect to sell back to the Village a maximum of two (2) weeks of vacation for straight time pay at their discretion. These 2 weeks may be taken together or separately. Notification of such sell back must be submitted to the Fire Chief by request of the Village before March 1st, and schedule payout issued the first pay period of the following months: June, September, December or the following March.

§19.04

Employees will have the right to schedule their own vacation time, through the Deputy Chief, based on seniority of the shift they are assigned.



ARTICLE 20-INSURANCE

§20.01

The Village will continue to provide members of the Association with the Health Insurance coverage options as follows;

Option 1 -Members of the Association may individually elect to continue with the coverage under the Teamsters Health and Hospital Fund. Coverage will be with the SELECT Plan minus the legal and disability coverage. The rates will be as follows:

\$100.44 bi-weekly for the duration of this agreement

§20.02

A pamphlet, written in laymen's language, will be given to each employee explaining the medical and dental benefits for the fire department.

§20.03

The Village shall have the exclusive right to change insurance plans and/or carriers, so long as benefits received under the old plan are not reduced in the new plan. Any significant reduction in benefit must be negotiated with the Association prior to such reduction.

§20.04

Members of the Association shall have the right to "opt out" of the Village health insurance plan and receive a stipend of \$100 per month for each month the member does not participate in the Village health insurance plan. Said "opt out" decision must be in writing and coordinated with the Village Treasurer, prior to the insurance enrollment cycle. Opt out clause is applicable only if also allowed by the insurance carrier.

ARTICLE 21 -HOURS OF WORK

§21.01

In view of the requirements that the Village be protected twenty-four (24) hours, seven (7) days a week, the Chief will schedule assignments and tours of duty based on seniority and qualification.

§21.02

The State mandated average forty (40) hours week over the fiscal year will be recognized by both parties unless changed by the State Legislature.

§21.03

The Village maintains the right to schedule in any manner which is advantageous to good management. A work shift will be defined as 24 hours, starting at 0700am, and ending at 0700am the following day. In

§21.04

Employees will be permitted to exchange work or leave days at their leisure. All such exchanges, herein referred to as "swaps" would maintain current staffing levels of an officer and two firefighters per shift, one said firefighter being an Advanced Life Support (ALS) provider. All paperwork regarding swaps shall be completed and turned in to the requesting members Deputy Chief, no less than 24 hours prior to the start of the first shift involved in the requested swap. The employees' right to exchange working days shall not be infringed upon unless said exchange violates minimum staffing requirements.

§21.05

If an employee is scheduled to work a shift commencing after 0700AM, and the shift is outside the negotiated 24 hour shift parameters, the employee will be compensated at the rate of 1-1/2 time the employees current rate of pay.

ARTICLE 22 – OVERTIME AND EMERGENCIES

§22.01

Any Firefighter required to work over a scheduled shift, recalled to duty for an emergency declared by the Mayor, Chief or the Officer in Charge, or recalled to work a shift that was not scheduled fourteen days in advance, up to the required manpower because of sickness or other reasons, will receive one and one-half his/her hourly rate of pay. A minimum of two hours pay at one and one-half his/her hourly rate will be awarded if the above requirements are met.

§22.02

Placement of personnel called in to complete a shift will be up to the discretion of the Officer in Charge.

§22.03

Effective the date of this agreement, any hours accumulated during the current calendar year will be paid to the employee within 60 days of the end of the year at 1-1/2 times the employee's rate of pay. The Village will make every effort to pay past cumulative time from prior calendar years as soon as possible.

Agreed January 2019

§22.04

Effective the date of this agreement, each member shall be entitled to an annual physical which is to be paid through the employee's health insurance benefit with any unpaid costs for the physical to be paid by the village. Physicals shall conform to NFPA 1582 (standard on comprehensive occupational medical program for fire departments)

§22.05

Overtime shifts may be an exception to the normal 24 hr work shift defined 21.03 and may be split into 8 hours shifts as required to bring a shift to full compliment.

Overtime for additional duties/details, other than emergencies, will be paid at the rate of 1-1/2 times the employees current rate of pay. Overtime to bring a shift to full complement will be disseminated by a rotating schedule initiated by seniority and will run concurrent from year to year with new hires rotated in at the bottom of the list. The officer of the day may give exceptions to the seniority schedule in order to fill the position on a shift with qualified personnel. If the officer of the day has not received confirmation from the contacted employee within thirty (30) minutes, the officer may move to the next available employee. If an employee refuses the overtime shift, the employee will be rotated to the bottom of the list, and will come back up through future rotation. Overtime that is immediate in nature, but not necessarily urgent (vehicle coverage, sports coverage, etc...), will be covered on a first come first serve basis utilizing the most current notification system.

§22.06 – The only exceptions to the overtime defined in 22.05 will be that of approved training, and a one-time assignment of less than 24 hours as required to balance the employees annual time commitment. Training and the coverage necessary to backfill training will be covered at the employee's straight time pay rate.

ARTICLE 23- WAGES, INCREMENTS AND OUT OF GRADE WORK**§23.01**

All members of the Association will receive a wage increase in accordance with the basic salary schedule attached as Appendix "A ". All future raises to be computed on the base rate.

§23.02

Longevity Increases-each employee's longevity will be added on the employees anniversary date of hire and will reflect in their hourly rate. Such increases will be in accordance with the attached Appendix "B". All members hired after January 1, 2012, shall not receive longevity increments.

§23.03

Out of Grade work as follows:

A. In the event, whether for illness or other reasons, of extended absence of the Chief, when a Deputy Chief will be fulfilling the Command responsibilities of the Chief, said Deputy Chief upon the approval of the Village Board, shall be compensated for those services at the Chiefs rate of pay until relieved of command responsibilities.

B. In the event, whether for illness or other reasons, of extended absence of a Deputy Chief, a Firefighter will be fulfilling the Command responsibilities of a Deputy Chief, said Firefighter, upon the approval of the Chief, shall become entitled to the Deputy Chiefs pay for subsequent services until relieved by the Chief of Command responsibilities

§23.04

Four (4) Firefighters will be designated as Lieutenant and, in consideration for duties and responsibilities, will be paid an annual sum of \$2500 which shall be distributed through their normal payroll cycle. §23.05

An Officer will not be asked to perform duties for out-of-grade work at a lower pay grade.

§23.06

Compensation for such duties will not be granted for filling vacancies for vacations

§23.07

No Intermediate Step

Advanced EMT Card (EMT-3) \$ 2500.00

Paramedic \$ 2500.00

The bonus will be paid each year the card is current, or a pro-rata portion of such bonus based on actual time worked in said capacity. Qualifying period will be for a 12 month period running from November 29th to November 30th of the following year. The bonus is paid annually and is not cumulative. The bonus will be paid the first pay period in December. EMT bonuses will be paid in a separate check.

§23.08

One (1) duly qualified member of the Association will be appointed to the position of EMS coordinator and will receive a yearly stipend of One Thousand Dollars (\$1000.00) to be paid the first pay period of the following year.

One (1) duly qualified member of the Association will be appointed to the position of Municipal Training Officer and will receive a yearly stipend of Seven Hundred Fifty Dollars (\$750.00) to be paid the first pay period of the following year.

Qualifying periods will run from Jan 1 to Dec 31.

§23.09

Fire Prevention: All members will receive up to an additional 24 hours outside of their normally scheduled shifts for the week of Fire Prevention, starting the first Monday of Fire Prevention week and ending the following Friday. Each member will be compensated at their current rate of pay and shifts will be scheduled between the hours of 7:00am and 3:00pm.

§23.11

All officers' incentive bonuses, with the exception of EMT bonuses, will cease as of Jan. 1, 2002.

ARTICLE 24- UNIFORM AND EQUIPMENT ALLOWANCE

§24.01

All members of the association will receive an annual clothing allowance of \$1000.00 beginning January 1st for each year of this contract. Contractual items in Article 24 & 25 of this section may be purchased at the members discretion. Articles outside the scope of Article 24 & 25 and items purchased between May 1st & June 1st may be granted with the Fire Chiefs authorization.

All items purchased between Jan 1 and May 1 of the current calendar year must be submitted for payment no later than May 1 of the current calendar year. All purchases between May 1st and June 1st must be authorized by the Fire Chief. Members may resume purchases of items within the scope of Articles 24 & 25 of this contract without the Fire Chiefs authorization on June 1st. Receipts turned in later than May 1st and prior to June 1 without the Fire Chiefs authorization may not be reimbursed.

§24.02

1. New probationary firefighters will receive (2) pairs of nomex pants, (2) button up nomex uniform shirts (one short sleeve & one long sleeve) with applicable name tag and patches, (1) Golf Style short sleeve shirt, (1) pair of appropriate uniform shoes or boots, (2) appropriate colored T-shirts & (1) Job Shirt with applicable patches. All uniform items will be in accordance with the current authorized uniform.

2. New Firefighter will receive, prior to Fire Academy Graduation, a full dress uniform. The dress uniform will consist of 1 dress blue hat with proper badge, 1 dress blue pair of slacks, 1 dress blue coat with proper badge and appropriate patches, 1 collared long sleeve white dress shirt with appropriate patches, 1 black tie, and dress belt. Dress uniforms will be of new construction and fitted appropriately.

§24.03

The village will replace duty uniforms of equal value, damaged in the line of duty at no cost to the employee. This will include, uniform shirt including patches, uniform pants, job shirt, boots or shoes, and nametags. Also included will be fire helmet, gloves, and boots if owned by the association member. Replacement of the aforementioned items will be at the expense of the village, and the employee shall not be required to replace such items using his/her clothing allowance.

§24.04

The Village shall replace any glasses and dentures, if said articles are lost, damaged or destroyed in the line of duty. Any claims arising under this provision shall warrant notification of the Officer in Charge and certification of the Chief.

ARTICLE 25- PROTECTIVE CLOTHING

Both parties, recognizing the hazardous duties involved in the course of Firefighting also recognize the importance of protective clothing for the safety of the employees.

§25.01

Protective clothing is defined as that which is necessary to safely perform the firefighter's duties and will be purchased in accordance with NFPA Standards.

§25.02

All new Probationary Firefighters will receive a full set of turnout gear.

- 1- 1-Cairns 1010 helmet with appropriate leather shield
- 2- 1- pair of firefighting gloves
- 3- 1- nomex hood
- 4- 1- set of safety glasses
- 5- 1- pair of firefighting boots
- 6- 1- turnout coat properly fitted by a Certified Distributor of turnout gear
- 7- 1- turnout pant properly fitted by a Certified Distributor of turnout gear

This can be issued from available inventory if properly fitted by a Certified Distributor of turnout gear. If properly fitting gear is not available from inventory, it MUST be purchased/issued new and properly fitted by a Certified Distributor of turnout gear.

§25.03

The Village will replace any protective clothing damaged in the line of duty or being determined unsafe for service upon certification of the Fire Chief.

§25.04

Any firefighter hired before 6/1/2015, has the option of having items in their required turnout gear, provided by the village. The firefighter may choose to wave using a piece of village provided gear, with gear that is approved by the Chief or his designee. The village will maintain a list of equipment that is owned by them.

ARTICLE 27 – NYS RETIREMENT

§27.01

The approved retirement plan will be with the New York State Policemen and Firemen Retirement System. New hires will be placed in the current NYS Police/Fire retirement system. Effective June 1, 2015.

§27.02

Effective June 1, 1989, the approved retirement plan will be with the New York State Policemen and Firemen Retirement System. The plan is the 375-I, (2%), also non-contributory.

§27.03

Effective June 1, 1990, the approved retirement plan will be with the New York State Policemen and Firemen retirement System. The plan is the 384-d (20 year), also non-contributory.

27.04

Effective January 1, 2012, the approved retirement plan for all members hired after January 1, 2012, will be with the New York State Police and Firemen Retirement System. All new members hired after January 1, 2012, that are not previous members of the Police and Firemen Retirement System, shall participate in the 384-D (20 year), Tier 5, contributory plan.

27.05

Any member requesting retirement will forward a letter of intent to the village 6 months prior to retirement date.

ARTICLE 28 – GROUP LIFE INSURANCE PLAN

§28.01

Life insurance is currently provided as part of the Teamster's Health Insurance. If the insurance changes and life insurance is no longer provided as part of the health insurance policy the village will seek and provide life insurance coverage based on the current Teamster's Health Insurance schedule.

ARTICLE 29 – CREDIT UNION DEDUCTION ALLOWANCE

§29.01

A credit union payroll deduction is allowed by the Village. The approved payroll deduction is for the Utica Postal SCG/Government Employee Federal Credit Union, further known as "GPO".

ARTICLE 30- STATEMENT OF RIGHTS AND PRIVILEGES

§30.01

In conjunction with all rights and privileges conferred by the rules and regulations of the Ilion Fire Department, the ordinance and Charter of the Village of Ilion and all applicable laws, statutes and resolutions of the Village of Ilion, County of Herkimer, State of New York, this document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of the employees in the Association.

§30.02

The parties acknowledged that they have had the opportunity to present and discuss proposals on a subject which is, or may be subject to collective bargaining.

§30.03

Any prior commitment or agreement between the Village and the Association or any individual covered by this/her agreement is hereby superseded.

ARTICLE 31- DURATION

§31.01

This agreement will be effective on the day of signing and will remain in full force and effective until December 31,2019 and from year to year there under unless either party to this agreement notifies the other party at least sixty (60) days prior to the expiration date hereof, or any annual renewal thereof, of their intention to amend or modify this agreement. It is agreed that the Contract will remain in effect until a new Contract is negotiated.

The contract is changed to reflect from a fiscal year to a calendar year.
Jan – Dec vs. the current June-May.

ARTICLE 32- VILLAGE OF ILION DRUG AND ALCOHOL POLICY

§32.01

The members of the association agree to abide by the terms of the village's Drug and Alcohol Policy which shall be Appendix "E".

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed by their elected Officials and Officers on the date first above written. This agreement executed May 12, 2016.

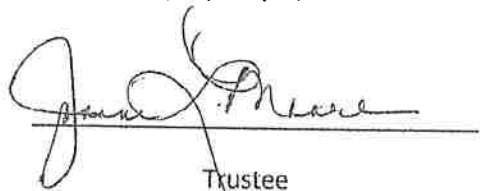
FOR THE VILLAGE OF ILION



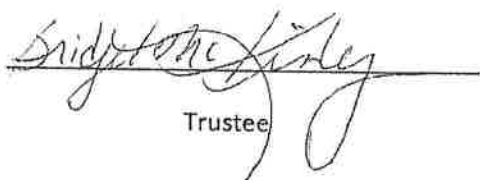
Mayor



Deputy Mayor/Trustee



Trustee

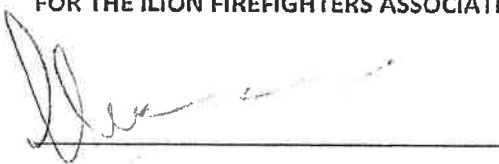


Trustee

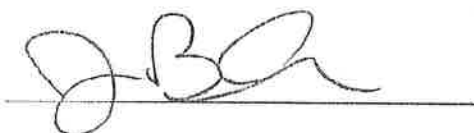
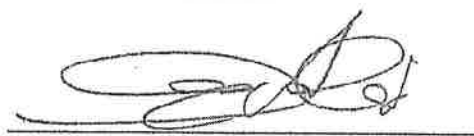


Trustee

FOR THE ILION FIREFIGHTERS ASSOCIATION



President



APPENDIX "A"

The following pay increases are for the duration of this contract:

June 18, 2018 – December 31, 2018 – 0%

January 1, 2019 – December 31, 2019 – 2%

January 1, 2020 – December 31, 2020 – 2%

NO Retroactive Payment

Deputy Chief – Step Rates:

Step One – Initial appointment to Deputy Chief

Step Two – After 1 year

Step Three – After 3 years

SALARY SCHEDULE FOR IAFF 1185 ILION FIREFIGHTERS 2019-2020

1/1/2019 - 12/31/2019				
Firefighters				
Probationary	After 1 Year	After 2 Years	After 3 Years	After 4 Years
\$ 33,555.40	\$ 41,975.90	\$ 43,301.59	\$ 44,980.33	\$ 48,478.34
(\$16.13/hr)	(\$20.18/hr)	(\$20.82/hr)	(\$21.63/hr)	(\$23.31/hr)
Deputy Chiefs				
	Step 1	After 1 Year	After 3 Years	
	\$ 53,249.60	\$ 55,312.23	\$ 57,374.85	
	(\$25.60/hr)	(\$26.59/hr)	(\$27.58/hr)	

1/1/2020 - 12/31/2020				
Firefighters				
Probationary	After 1 Year	After 2 Years	After 3 Years	After 4 Years
\$ 34,226.51	\$ 42,815.42	\$ 44,167.62	\$ 45,879.94	\$ 49,447.91
(\$16.46/hr)	(\$20.58/hr)	(\$21.23/hr)	(\$22.06/hr)	(\$23.77/hr)
Deputy Chiefs				
	Step 1	After 1 Year	After 3 Years	
	\$ 54,314.59	\$ 56,418.48	\$ 58,522.35	
	(\$26.11/hr)	(\$27.12/hr)	(\$28.14/hr)	

APPENDIX "B"

Increment #1

After completion of three (3) years of service \$325.00

Increment # 2

After completion of seven (7) years of service \$350.00

Increment # 3

After completion of twelve (12) years of service \$425.00

Increment # 4

After completion of seventeen (17) years of service \$525.00

Increment # 5

After completion of twenty-two (22) years of service

\$625.00

APPENDIX "C"

→ Move to next pg

VILLAGE OF ILION FIREFIGHTER'S DISABILITY PROCEDURES TABLE OF CONTENTS

Section 1 -Intent

Section 2 -Definitions

Section 3 -Incident Report

Section 4 -Application for Disability Benefits

Section 5-Authority and Duties of the Village Clerk-Treasurer

Section 6 -Medical Inspections, Treatment, Reports, and Payments

Section 7 -Right to Continuous Review of Eligibility for Benefits

Section 8 -Disability Retirement Allowances and Pensions

Section 9 -Light Duty Assignments

Section 10 -Notification of Change of Condition

Section 11 -Return to Regular Duty

Section 12 -Prohibition against Outside Employment

Section 13 -Termination of Benefits

Section 14 -Recurring Disability or Sickness

Section 15 -Review of Decisions by the Village Clerk-Treasurer

Section 16- Construction, Severability, and Compliance

SECTION 1- INTENT

In order to ensure that determinations arising by virtue of the administration of the provisions of §207-a of the General Municipal Law (hereinafter "GML") satisfy the interests of: firefighters for its benefits, and the Village of Ilion, the following exclusive procedure shall be utilized to made any benefit determinations, light duty assignments, or review of any such prior decisions.

Agreed January 2019

SECTION 2- DEFINITIONS

- A. **BENEFITS:** The full amount, or any part thereof, of a claimant's regular salary or wages and the medical treatment and hospital care expenses payable to an eligible claimant under GML §207-a.
- B. **CHIEF:** The Chief of the Fire Department of the Village of Ilion or his/her designated representative.
- C. **CLAIMANT:** Any member of the Village Fire Department who alleges injury in the performance of duties or sickness as a result of the performance of duties, which necessitates medical or other lawful remedial treatment and who applies for, receives or has received benefits pursuant to GML §207-a.
- D. **DISABILITY:** The inability of a claimant to perform the regular duties of his/her employment because of an injury which occurred in the claimant's performance of duties or a sickness which occurs as a result of the claimant's performance of duties.
- E. **FIREFIGHTER:** A member of the Village of Village of Ilion Fire Department; may be used interchangeable with claimant once a claim is filed.
- F. **INCIDENT:** An occurrence in which a claimant is injured while on duty, is taken sick as a result of the performance of his/her duties or in which it is reasonable to believe that an injury or sickness may arise as a result of an occurrence, regardless of the extent or severity of the occurrence, injury, or sickness.
- G. **ON DUTY:** The period of time a member of the Village of Ilion Fire Department is scheduled to be at work and who is actually performing the regular duties of a firefighter.
- H. **PERFORMANCE OF DUTIES:** An injury that emanates from the risks inherent in an employee's regular duties or sustained while performing routine duties but not resulting from unexpected/unforeseeable events.
- I. **RECIPIENT:** Any member of the Village of Ilion Fire Department who receives or has received benefits pursuant to GML §207-a after a determination that an injury in the performance of duties or sickness as a result of the performance of duties, which necessitates medical or other lawful remedial treatment occurred.
- J. **VILLAGE:** The Village of Ilion, New York, including the members of its local government.
- K. **VILLAGE CLERK-TREASURER:** The individual designated by the Village of Ilion as holding this title who shall have the authority to make initial determinations on behalf of the Village pursuant to §207-a.
- L. **VILLAGE BOARD:** The individuals duly elected to serve as Trustees to the Village of Ilion Board of Trustees.

SECTION 3- INCIDENT REPORTS

A. Whenever a firefighter is injured while on duty, is taken sick as a result of the performance of his/her duties, or has reason to believe that an incident may give rise to an injury or sickness-regardless of the extent of the injury, sickness or incident, the firefighter shall file a C-3 "Employee's Claim for Compensation" report which may be used in lieu of an incident report so long as the firefighter attaches thereto a list identifying all witnesses present, if any. The C-3 report including witnesses shall be referred to an expanded C-3 report. Said expanded C-3 report shall be filed with the Fire Chief or the Village Clerk-Treasurer within seventy-two (72) hours of the incident or discovery of the illness allegedly giving rise to a need for medical or hospital care. If filed with the Village Clerk- Treasurer, he/she shall notify the Chief of said report and vice versa.

In the event of an inability of the firefighter to do so, an expanded C-3 report may be completed by another person acting on behalf of the firefighter. While the primary reporting time frame shall require filing within seventy-two (72) hours, if the firefighter or his/her representative fails to file an expanded C-3 report within seven (7) days, such failure to file timely SHALL PRECLUDE AN AWARD OF ANY BENEFITS PURSUANT TO GML §207-A; PROVIDED, however, that the Village Board may excuse a failure to file a timely incident report upon a good cause showing or upon the recommendation of the Village Clerk-Treasurer.

- B. A copy of the expanded C-3 report shall be permanently filed in the claimant's personnel file.
- C. Where no expanded C-3 report is filed within seven (7) days, the firefighter shall be considered on sick leave.

SECTION 4- APPLICATION FOR DISABILITY BENEFITS

A. No application for GML §207-a disability benefits shall be considered unless an expanded C-3 report has been timely received by the Fire Chief and/or Village Clerk-Treasurer.

B. Application for GML §207-a disability benefits for a claimant maybe made by the claimant him/herself, the Fire Chief, the Village Clerk-Treasurer, or some person acting on behalf of and authorized by the claimant pursuant to GML§207-a(2).

C. No application shall be accepted for consideration unless it is received within sixty (60) days from the date of the incident alleged to have given rise to the injury or from the discovery of the sickness allegedly giving rise to a need for medical or hospital care. The Village Board may excuse a failure to file a timely incident report upon a showing of good cause or upon the recommendation of the Village Clerk Treasurer.

D. All applications for GML §207-a disability benefits shall be on a form prescribed by the Village Clerk Treasurer and must be accompanied by a medical report. The application form shall fully set forth:

1. The time and place where the incident occurred;
2. A detailed statement of the particulars thereof;
3. The nature and extent of the claimant's injury or sickness;
4. The alleged incapacity caused by the injury or sickness;
5. The claimant's current mailing address;
6. The name(s) and address(es) of all treating physicians;
7. A copy of any statement or application filed with the State Comptroller pursuant to the NYS Retirement and Social Security Law.

SECTION 5- AUTHORITY AND DUTIES OF THE VILLAGE CLERK- TREASURER

A. The Village Clerk-Treasurer shall have the authority, in accordance with GML §207-a, to determine whether a claimant is injured in the performance of his/her duties or is taken sick as a result of a performance of his/her duties. The Village Clerk-Treasurer may consult with the Village Board, the Fire Chief, and others as deemed necessary.

B. In making this initial determination, if the application has been timely presented Per §4.C. above, the Village Clerk-Treasurer shall promptly examine each application made and any other pertinent documents or evidence available and render a decision within thirty (30) days of the application. Where necessary, the Village Clerk-Treasurer shall interview witnesses and/or consult with the Fire Chief.

1. If a determination is made that the injury occurred in the performance of duty or that the sickness is a result of the performance of duty, the Village Clerk-Treasurer shall direct payment of the full amount of regular salary or wages and shall insure Village responsibility for all reasonable and customary costs of medical treatment and hospital care associated with the injury or sickness, per GML §207-a(l).

A written notice of such determination by the Village Clerk-Treasurer shall be mailed to the claimant and to his/her representative, if any. Written notice shall also be given to the Chief and Village Board. The payment of full salary or wages and medical expenses may be discontinued as provided by GML §208-a(l) and/or (2), more fully discussed in Section 8 below.

2. In the event a question arises as to the initial eligibility for GML §207-a benefits or their continuation once awarded, the Village Clerk-Treasurer shall promptly inquire into the applicable facts, per GML §207-a(l), and shall have full authority and power to:
- a. Require the claimant to submit to one or more medical examinations as may be reasonably necessary to determine the existence of a disability and its extent;
 - b. Employ experts and specialists;
 - c. Require the production of all books, documents, sworn statement, and other records relating to the alleged injury or sickness or the incident alleged to have caused such injury or sickness;
 - d. May at reasonable times and on reasonable notice require the attendance of the claimant or any witness to an incident to secure needed information;
 - e. May require the claimant to sign a release for information pertaining to his/her medical history;
 - f. May undertake any other reasonable act necessary to make a determination pursuant to this procedure.

Once all necessary information is gathered, the Village Clerk-Treasurer shall report to the Village Board, and then, make a determination as to initial or continued eligibility for GML §207-a disability benefits based upon the evidence collected or obtained by this process.

A written notice of such determination by the Village Clerk-Treasurer shall be mailed to the Fire Chief, the Village Board, the claimant and to his/her representative, if any, within ten (10) days of the determination. This written determination shall state the specific reasons that support the Village Clerk-Treasurer's decision and shall be permanently filed in the claimant's personnel file.

3. When a claimant alleges an injury or sickness under GML §207-a for which the disability period alleged is less than seven (7) calendar days, the Village Board, upon the recommendation from the Village Clerk-Treasurer, may dispense with all formal procedures and make an Initial determination regarding eligibility. Accordingly, if in the judgment of the Village Clerk-Treasurer the claimant has such temporary injury or sickness, the claimant may be required to be examined by a physician selected by the Village Clerk-Treasurer to verify the existence of an injury or sickness.

This limited specific type of initial determination shall not bind either the Village or the claimant and may be reopened without prejudice in any subsequent proceeding related to this/her injury or sickness which is the subject of the initial determination.

- C. In the event a claimant is adversely affected by a determination, he/she may request a hearing according to the procedures set forth at Section 15 below.
- D. Pending the determination of an application, any time off taken by the claimant which is alleged to be attributable to the injury or sickness shall be charged to sick leave, or other available accrued time if no sick leave is available. If the claimant has exhausted all of his/her sick leave or other accrued time prior to determination of the application, the Village Board, upon the recommendation of the Village Clerk-Treasurer, may authorize payment of additional benefits to the claimant during the application process. Such discretionary paid benefits may be terminated by the Village Board, at its sole discretion, at any time with notice to the claimant.
- E. Upon a determination that a claimant who has been unable to work is eligible for payment of the full amount of regular salary or wages pursuant to GML §207-a, all sick leave or other accrued time which may have been utilized shall be restored to the claimant in full, excluding any time donated from the "sick bank", as established by the collective bargaining agreement, which shall not be restored at all. A Claimant receiving full payment of regular salary or wages pursuant to GML §207-a shall not suffer any reduction of unused accrued leave while in receipt of such payment.

On the other hand, if a claimant is deemed ineligible for GML §207-a disability benefits, any benefits paid to him/her beyond the standard sick leave or other accrued time to which he/she was entitled shall be refunded to the Village, excluding any time donated from the "sick bank", the Village agrees to recoup said funds due, first from the firefighter's sick leave and health insurance. However, where necessary, such refund may be recovered by the Village in a civil action against the claimant/firefighter.

SECTION 6- MEDICAL INSPECTIONS, TREATMENT, REPORTS, AND PAYMENTS

A. MEDICAL INSPECTIONS

The Village Clerk-Treasurer may require any claimant to submit to one or more examinations by a qualified physician(s) selected by the Village. Upon the claimant's request, the claimant's physician may be present at such examination. Any claimant who refuses to permit such medical inspections shall be deemed as having waived his/her rights in respect to GML §207-a benefits payable after such refusal, per GML §207-a(1).

B. MEDICAL TREATMENT

The Village Clerk-Treasurer may require any claimant of GML §270-a benefits to be treated for his/her injury or sickness by a physician(s) appointed by the Village for the purpose of providing, but not limited to, surgical, or other treatment. Any claimant who refuses to permit such medical treatment shall be deemed as having waived his/her rights in respect to GML §270-a(1).

C. MEDICAL REPORTS

All attending physicians, specialists, and consultants treating a claimant or recipient of GML

§207-a benefits shall be required to submit all reports required by the Workers' Compensation Law and its Regulations, on forms prescribed by such law and regulations, within the time periods set forth therein. A copy of each said required report shall be filed concurrently with the Village Clerk-Treasurer.

To aid the Village Clerk-Treasurer in the collection of medical reports, a claimant will be required to complete a medical release authorization form. Failure to authorize release of medical records to the Village Clerk-Treasurer will likely delay the initial determination for benefits.

D. PAYMENT FOR MEDICAL SERVICES

1. No claim for medical or surgical services shall be paid unless the attending physician providing such treatment submits a preliminary notice of injury and treatment to the Village Clerk Treasurer within seventy-two(72) hours of that physician's first treatment of the claimant. Additionally, in accordance with the requirements of the Worker's Compensation Law and its Regulations, every treating physician must submit a more detailed report with respect to the first treatment and any subsequent treatments. The responsibility for informing all attending physicians of his/her requirement rests solely with the GML §270-a claimant. The Village shall not attempt to collect monies from a claimant for medical services rendered to a claimant where said medical services were pursuant to a reported incident.
2. No claim for specialist consultations, surgical operation, or physiotherapeutic procedures costing more than seventy-five dollars (\$75.00) shall be paid, unless such services were required in an emergency or such services were authorized in advance by the Village Clerk-Treasurer. No claim for x-ray examinations costing more than seventy-five dollars (\$75.00) or special diagnostic laboratory tests costing more than thirty-five dollars (\$35.00) shall be paid, unless such services were required in an emergency or such services were authorized in advance by the Village Clerk-Treasurer.

SECTION 7- NOTIFICATION OF CHANGE IN CONDITION

- A. Every GML §270-a recipient shall notify the Village Clerk-Treasurer and Fire Chief of any change in his/her condition, specifically including any change which may enable him/her to return to normal duties or renders him/her to be classified as eligible for light firefighter duties. Such written notice must be presented to the Village Clerk-Treasurer and Chief within seventytwo (72) hours of any such change.
- B. Failure to notify the Village Clerk-Treasurer of any change affecting the claimant's eligibility for benefits shall result in his/her being liable to the Village or any monies received on or after the date upon which the duty to report such a change arose. This obligation to repay monies expended shall be enforceable by civil action initiated by the Village and, in addition, shall result in whatever disciplinary action is deemed appropriate by the Fire Chief.

SECTION 8- RIGHT TO CONTINUOUS REVIEW OF ELIGIBILITY FOR BENEFITS

The Village Clerk-Treasurer shall be authorized to make periodic reviews in all cases to determine a claimant's continued eligibility for benefits pursuant to the process set forth in Section 5 above, and per GML §270-a(1). Such review may only occur after an assessment of the medical condition of a claimant raises a question whether a disability may have ceased or, whether a disability may have diminished so as to permit a light duty assignment, as the case may be.

SECTION 9- DISABILITY RETIREMENT ALLOWANCES AND PENSIONS

- A. All claimants are entitled to file applications for "retirement for disability incurred in the performance of duty" pursuant to §363-c of the New York State Retirement and Social Security Law (RSSL) or, when applicable, for "accidental disability retirement allowances" pursuant to §363 of the Retirement and Social Security Law, or any similar accidental disability pension provided by the pension funds of which he/she is a member. When the claimant files an application with the State Comptroller, the claimant shall concurrently file a copy of said application with the Village Clerk-Treasurer.
- B. Besides the claimant, the Fire Chief and/or Village Clerk-Treasurer shall be entitled to apply for any of the benefits set out in paragraph "A" of this/her section on behalf of any claimant who fails to make such application on his/her own, GML §207-a(2). Any claimant who fails to assist with making said application, to whatever decree is necessary for the proper completion of the application, shall be deemed as having waived his/her rights in respect to GML §207-a benefits payable after such refusal. When it is the Chief or Village Clerk-Treasurer that submits the application for the claimant, a copy of said application shall be made available to the claimant and/or his/her representative.
- C. If a firefighter is granted a "retirement for disability incurred in the performance of duty" pursuant to RSSL §360-c or an "accidental disability retirement allowance" pursuant to RSSL §363, or any similar accidental disability pension funds of which he/she is a member, the firefighter shall notify the Village Clerk-Treasurer in writing upon receipt of such award. Further, the firefighter shall be required by the Village Clerk-Treasurer to sign an authorization form requesting the Retirement and Social Security Board to disclose to the Village Clerk-Treasurer the status of any application, the date of any award, and the actual dollar amount awarded to the firefighter. Such written authorization is necessary to insure that the Village Clerk-Treasurer authorizes the correct payroll deduction based on the difference between amounts received under the disability allowance and the regular salary or wages pursuant to GML §207-a(2).

Any overpayment made by the Village to a claimant, resulting from an unknown disability retirement allowance awarded to a claimant, shall be recouped from the claimant by the Village, by civil action where necessary.

SECTION 10- LIGHT DUTY ASSIGNMENTS

- A. Whenever a claimant is deemed not eligible for, or is not granted a New York State disability retirement allowance or pension pursuant to the Retirement and Social Security Law, a physician chosen by the Village Clerk-Treasurer shall examine the claimant to determine that claimant's ability to perform certain specified types of "light" firefighter duties, per GML §207a(3)m assuming "light duties" are available. A list of the types of duties and activities associated with a proposed light duty assignment, as defined by the Chief, shall be provided to the physician so the physician can evaluate the ability of the firefighter to perform such activities. The physician shall submit said medical assessment to the Village Clerk-Treasurer who, upon review of such assessment and consultation with the Chief, may deem a firefighter available for a light duty assignment consistent with the medical opinion.
- B. Any claimant deemed able to perform specified light firefighter duties by the Village Clerk-Treasurer, based on paragraph "A" above, shall be classified, by written notice to the Fire Chief, as eligible for light duty assignments. The Chief shall order any claimant so classified to report and undertake such light duties as the Chief, in his/her sole discretion, sees fit.
- C. If a claimant receiving benefits refuses or fails to undertake the light duties assigned to him/her, the Fire Chief shall immediately submit a written charge that the claimant has refused or failed to appear as ordered, to both the claimant and the Village Clerk-Treasurer. The Village Clerk-Treasurer, or his/her designee, shall set a hearing date with the Village Board which shall be not less than ten (10) calendar days, nor greater than thirty (20) days unless impractical, from the claimant's receipt of such charge. The Village Clerk-Treasurer, or his/her designee, shall adequately notify the claimant of the hearing date. The Village Board shall make a written decision to resolve the matter at issue within ten (10) days of said hearing and shall mail a copy of the decision to the claimant, her/her representative, if any, and to the chief.
- D. Within thirty (30) days of a Village Board decision against a claimant, the claimant may submit the matter to arbitration pursuant to section 15 – Dispute Resolution procedure, set forth herein below.
- E. Upon receipt of an arbitrator's decision adverse to the claimant, the full amount of claimant's §207-a benefits shall be discontinued, retroactive to the date of claimant's refusal to work. Any overpayment made by the Village to a claimant shall be recouped from the claimant by the Village, by civil action where necessary.

SECTION 11 – TERMINATION OF BENEFITS

- A. If for any lawful reason, including but not limited to all those reasons listed in these procedures, the Village Clerk-Treasurer determines that a GML §207-a recipient is no longer or was never eligible for benefits, he/she shall so notify the recipient, the Fire Chief, and the Village Board by mail of the ineligibility determination. The Fire Chief may then order that firefighter to return to regular duty.
- B. The Village Clerk-Treasurer, or his/her designee, shall set a hearing date with the Village Board which shall be not less than ten (10) calendar days, nor greater than thirty (30) days unless impractical, from the claimant's receipt of such charge. The Village Clerk-Treasurer, or his/her designee, shall adequately notify the claimant of the hearing date. The Village Board shall make a written decision to resolve the matter at issue within ten (10) days of said hearing and shall mail a copy of the decision to the claimant, her/his representative, if any and to the Chief.
- C. Within thirty (30) days of a Village Board decision against a claimant, the claimant may submit the matter to arbitration pursuant to section 15 – Dispute Resolution Procedure, set forth herein below.
- D. Upon receipt of an arbitrator's decision adverse to the Firefighter, all GML §207-a benefits shall be terminated as of the date of that he/she was determined ineligible. Any Benefits paid to the Firefighter during any such period of ineligibility shall be refunded to the Village immediately and may be recovered by the Village in a civil action against the firefighter, if necessary.

SECTION 12 – RETURN TO REGULAR DUTY

Any recipient of GML §207-a benefits who is returning to work may be ordered by the Fire Chief to report to a physician, designated by the Village Clerk-Treasurer, who shall examine the claimant and determine whether the claimant is able to perform the regular duties assigned to the Fire Department employees of his/her rank and position as defined by the Chief.

SECTION 13 – PROHIBITION AGAINST OUTSIDE EMPLOYMENT

Any GML §207-a recipient who engages in any outside employment shall thereby forfeit her/his right to any benefits from the date upon which that employment commences, per GML §207-a(6). Any recipient who enters into such employment without first notifying the Village Clerk-Treasurer and as a result, continues to receive GML §207-a benefits improperly shall be required to repay the full amount of such benefits to the Village. If such a refund is not

made immediately, it may be recovered by the Village in a civil action against the recipient of the benefits.

SECTION 14 – RECURRING DISABILITY OR SICKNESS

- A. Any claimant who alleges that a prior disability for which claimant received benefits has recurred, must follow the procedure set forth herein to qualify for continued benefits. In the case of such recurring disability, all time limit set forth in Section 3 and 4 of this policy shall be measured from the incident alleged to have given rise to the recurrence of the disability
- B. Pending a determination by the Village Clerk-Treasurer, of the claimant's eligibility for benefits, the claimant shall be placed on sick leave and all time shall be charged against such, or other accrued time if sick leave has been exhausted, as set for herein at section 5-D.

SECTION 15 - DISPUTE RESOLUTION PROCEDURE

In the event the Village Board denies, and refuses to reconsider, and application for GML §207-a benefits or seeks to discontinue GML §207-a benefits, or there is a dispute about whether a firefighter is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employees Relations Board (PERB). The arbitrators selected to hear these matters will be selected from members who are considered knowledgeable in matters concerning GML §207-a procedures and benefits. The determination of the arbitrator will be final and binding on the Village and the firefighter, but shall not preclude further review by the Village Clerk-Treasurer or Village Board at a subsequent date based on new or supplemental medical or other information. The cost of the arbitration will be borne equally by the Village and the member or Association.

SECTION 16 – CONSTRUCTION, SEVERABILITY, AND COMPLIANCE

- A. this procedure shall not be construed to limit or repeal additional requirements imposed by statute or otherwise. Any requirements adopted by the Village Clerk-Treasurer pursuant to this procedure shall be reasonable and shall be limited solely to procedural issues.
- B. Any determination made by an officer, agency, or court regarding an entitlement to any other statutory disability benefit(s), or regarding the existence of a disability or its extent, may be notice by, but shall not be controlling upon, the Village Clerk-Treasurer.
- C. If any provision of this procedure is held invalid in whole or in part, or inapplicable to any person or situation, all other provisions thereof shall remain in full force and effect, and the application of any such provision(s) to other persons or other situations shall not be affected.

D. Failure to comply with the provisions herein and GML §207-a, or failure to cooperate to provide requested information to the Village Clerk-Treasurer as set forth herein, shall constitute "MISCONDUCT" within the meaning of Civil Service Law.

Appendix "D"

EMT EDUCATIONAL PROGRAM REIMBURSEMENT AGREEMENT

AGREEMENT made as of this ____ day of _____ .20____, between the Village of Ilion, (the "Village") having its municipal office at 49 Morgan Street, Ilion, New York 13357 and _____ ("Employee"), a Village of Ilion Fire Department employee, residing at _____.

WITNESSETH:

WHEREAS, Employee wishes to enroll in Faxton-St. Luke's Healthcare EMS Education/Herkimer County Community College's Emergency Medical Technician-Paramedic program (the "Program") and apply for and receive New York State EMS Certification ("Certification"); and

WHEREAS, the Village wishes to promote the education and training of its Fire Department employees;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Village and Employee agree, promise and covenant to abide by the following terms:

1. Employee will pay all costs, expenses and tuition for the Program and procure financing for the Program;
2. Employee will pay all costs and expenses associated with Certification;
3. Upon Employee's successful completion of the Program AND Certification, Village will make payments as follows:
 - a. Village will make monthly payments on behalf of Employee as set forth pursuant to the terms of financing until the lending institution is paid in full for amount of tuition financed or until termination of Employee's employment as described in Section 4(b); and
 - b. Employee will provide to the Village all necessary payment coupon books and payment instructions from the lending institution.
4. Village's payment shall be conditioned upon the following:
 - a. Village shall be entitled to apply for and receive the NYS Department of Health EMS educational reimbursement;

Agreed January 2019

- b. Employee shall provide Village with satisfactory proof of successful completion of the Program and Certification by providing Village with a copy of NYS EMS Certification Card; and
- c. Village shall be released immediately from any and all obligations under this Agreement upon the termination, for any reason, of Employee's employment with Village.

5. MISCELLANEOUS.

- a. The terms of this Agreement may not be changed, waived, discharged, or terminated orally, except by an instrument in writing signed by the Village and Employee. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the same party.
- b. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of choice of laws or conflicts of laws thereof.
- c. Each of the parties agrees and submits to the jurisdiction of the State of New York, and further agrees that any action or proceeding under, in connection with, or relating to this Agreement shall be brought and adjudicated in a court of competent jurisdiction in the County of Herkimer, State of New York, or if applicable, in the Federal District Court, the Northern District of New York.
- d. The captions of paragraphs of this Agreement are meant for ease of reference only and shall not define, limit, construe, or describe the scope, intent, or meaning of provisions of this Agreement.
- e. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective predecessors, heirs, executors, administrators, successors, permitted assigns, agents and legal representatives.
- f. This Agreement contains the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior oral or written understandings, memoranda or communications, except as explicitly stated herein.
- g. If any of the terms of this Agreement is held to be void and unenforceable for any reason under applicable law, all other terms of the Agreement shall remain fully valid and enforceable.
- h. This Agreement may be executed in counterparts, including facsimile counterparts, all of which taken together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

By: _____
Mayor, Village of Ilion

_____ Date

I have read and I understand the content of this Agreement, and I agree to the terms of this Agreement.

Employee

_____ Date

LETTER OF UNDERSTANDING

Agreed January 2019