



Labor Agreement

Between

The

**Irondequoit Professional Firefighter's
Association**

And The

Irondequoit Fire District

Timeline:

May 16th, 2022 – December 31st, 2027

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ARTICLE 1

PREAMBLE

1. This agreement is between the Irondequoit Fire District (herein referred to as the “Employer” or “District”) and the Irondequoit Professional Firefighters Association, Local #4176, International Association of Fire Fighters, AFL-CIO (herein referred to as the “employee”, “Union” or “Association”).
2. The purpose of this agreement is to set forth wages, hours and terms and conditions of employment for those employed by the Fire District on a full-time basis who occupy the Civil Service classifications of Firefighter and Lieutenant, and who are covered by this agreement.
3. This agreement is also intended to provide a procedure for the resolution of any differences, or disputes, regarding the application or interpretation of this agreement.
4. This agreement originated because of the consolidation between the Ridge-Culver Fire District and the Laurelton Fire District which occurred on May 16th, 2022. With the creation of the Irondequoit Fire District, and the signing of this agreement, all prior agreements and components are null and void and of no further effect.

ARTICLE 2

RECOGNITION

1. The Fire District recognized the Union as the exclusive negotiating representative for all full-time paid employees with permanent Civil Service classifications of Firefighter and Lieutenant, and excluding all other employees, including Chiefs, Captains, Laborers, supervisors, office, and clerical employees, and excluding all volunteer personnel.

ARTICLE 3

UNION SECURITY

1. The District does hereby recognize the Irondequoit Professional Firefighter's Association, IAFF Local 4176 as the exclusive employee organization to represent the employees within the negotiating unit and extends to the Local the following rights:
 - a) To represent the employees in contract negotiations and in the presentation and settlement of grievances, and
 - b) The District agrees to notify the local within thirty (30) days of an employee being employed, re-employed, promoted, or transferred within the bargaining unit by providing the name, address, job title, department, operating unit and work location.
 - c) The District recognizes the right of the local bargaining unit to membership dues deduction after presentation of dues deduction authorization cards signed by individual employees.
 - d) The District fiscal officer making such deductions will transmit these amounts within thirty (30) days of receiving the employee's signed authorization card.

ARTICLE 4

RIGHTS OF EMPLOYEES

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

ARTICLE 5

NO WORK INTERUPTION

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

ARTICLE 6

UNION NOTIFICATION

1. The Fire District will establish and provide the Union with a current seniority list, which shall be updated as necessary (new hires, leaves of absence, layoffs, etc.).
2. The Union President and Vice-President shall be provided with the following information concerning unit members on a timely basis: new appointments, promotions, transfers, disciplinary action, terminations, leaves of absence (in excess of one month), serious injuries (requiring hospital treatment), and death.

ARTICLE 7

MANAGEMENT RIGHTS

1. All functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, delegated, granted or modified by the Agreement are, and shall remain, exclusively those of the Employer.
2. Not by way of limitation of forgoing, the Employer retains the sole right to decide the number and location of the operations to be conducted and rendered; the methods, processes, and means to be utilized; the control of the buildings, real estate, materials and equipment; to maintain order and efficiency; to discipline, suspend, discharge, hire, layoff, assign, transfer, promote and determine the qualification of employees, to determine the hours of work and to enforce the rules and regulations for the conduct of Employees' provided, however, that the foregoing rights shall be subject to any limitations that are contained in any Article of this Agreement.
3. In exercising these rights, the Employer shall comply with all applicable laws.

ARTICLE 8

RULES AND REGULATIONS

1. The Employer retains the sole discretion to adopt rules and regulations for the operation and administration of the Irondequoit Fire District. The Employer further retains the sole discretion to amend, modify or delete such rules and regulations from time to time. Such rules and regulations shall not contravene the specific language of any Article or Section of this agreement.
2. Before adoption of new or revised rule and regulation, the Union President and Vice President shall be provided with a copy of the proposed rule or regulation and shall be given reasonable opportunity to comment upon the proposed new or revised rule or regulation. Such opportunity to comment however, will in no way impair the Fire Districts unilateral right to implement the new or revised rule or regulation.

ARTICLE 9

DISCIPLINE AND DISCHARGE

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

ARTICLE 10

PERSONNEL FILES

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

ARTICLE 11

RELATIONSHIP OF STATUTE TO AGREEMENT

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

ARTICLE 12
GRIEVANCE PROCEDURE

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

Step 1 The grievance shall be presented in writing by the Association to the Career Staff Supervisor (CSS) within fifteen (15) calendar days of the act or omission giving rise to the grievance.

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

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

Step 2 If the grievance is not resolved in Step 1, the grievance shall be presented in writing to the Fire Chief as deemed necessary by both parties. This shall be presented within fourteen (14) calendar days after the CSS response is given or due, whichever comes first.

The Fire Chief shall respond to the Association in writing within fourteen (14) calendar days after the grievance is received.

Step 3 If the grievance is not resolved in Step 2, the grievance will be presented in writing to the Board of Fire Commissioners within fourteen (14) calendar days after the response at Step 2 is given, or due, whichever comes first. The Board of Fire Commissioners will discuss the grievance with the Associations representative, if requested, and reply in writing within fourteen (14) calendar days after the grievance is received or discussions with the Association representative have concluded, whichever is later.

Step 4 If the grievance is not resolved at Step 3, either the Association or the Employer may request arbitration. Such request must be made within fourteen (14) calendar days after the response at Step 3 is given or due, whichever is first, and upon written notice to the other. Such notice must be given to the Chairmen of the Board of Fire Commissioners or President

of the Association. If arbitration is not requested as set forth in this step, it shall be deemed waived.

3. The time limits in this grievance procedure for Steps 1,2,3 and 4 may be extended by mutual agreement of the Association and the Employer.
4. All grievances are required to be in writing and shall contain a summary of the facts and where appropriate, include the name(s) of the Employee(s) involved, the specific provision(s) of the Agreement in dispute, and the remedy being sought.
5. The time limits for filing, answering or appealing a grievance are mandatory and conditions precedent to arbitration or appeal. The failure to respond to the grievance within the time period set forth herein shall permit the grievant to appeal to the next step or if the failure to respond is on part of the grievant, the grievance is deemed abandoned or waived.

ARTICLE 13

ARBITRATION PROCEDURE

1. The arbitration proceedings for the grievance shall be conducted by an arbitrator to be selected by the Association and the Employer within seven (7) calendar days after selection of the arbitrator. If the parties cannot mutually agree upon an arbitrator within seven (7) calendar days of the notice requesting arbitration, they shall jointly request the American Arbitration Association or Public Employee Relations board to submit a list of names from which the arbitrator will be selected, within fourteen (14) calendar days after receipt of the list by each party alternately striking one (1) name from the list until one (1) name remains who shall be designated as the arbitrator. The right to strike the first name shall be determined by lot.
2. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument.
3. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, subtract from, or delete any provision of this Agreement, and shall confine his/her decision and award solely to the interpretation and application of this Agreement. The arbitrator shall confine himself/herself to the grievance submitted for arbitration and shall have no authority or power to determine any other cases not so submitted to him/her. No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement of all parties.
4. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Association. However, each party shall be responsible for the cost of preparing and presenting its own case, including compensating its own witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made, providing it pays for the transcript and makes a copy available to the arbitrator without charge.
5. Upon agreement of the Employer and the Association, the cost of preparing a transcript shall be shared and both parties shall receive a copy of such transcript.

ARTICLE 14

TRAINING PROGRAM

1. The District will provide a minimum of 100hrs. In-service training to career personnel in accordance with NYS OFPC Minimum Standards, NYCRR Part 426.7, annually.
 - 1.1. Career members will attend any training session conducted in or by the fire District while on duty unless excused by the MTO, CSS or Fire Chief.
 - 1.2. A minimum two-week notice will be provided for required training provided outside the employee's regular work schedule.
 - 1.2.1. Employees participating in training in excess of their normal work schedule shall be compensated at their regular hourly rate.
 - 1.2.1.1. Training "Overtime" shall be deducted from the district's training budget and shall not have any effect on the annual overtime budget
2. Non-District Training
 - 2.1. Federal level training
 - 2.1.1. Defined as: Courses offered through a recognized federal provider (such as the National Fire Academy (NFA), Department of Transportation (DOT) or Department of Defense (DOD)).
 - 2.1.2. The Fire District agrees to sponsor career members to these certified and recognized training programs as long as the travel, curriculum and housing are provided by the course provider.
 - 2.2. New York State Training
 - 2.2.1. Defined as: Courses offered through a recognized state agency (such as Office of Fire Prevention and Control (OFPC), State Emergency Management (SEMO) or Department of Homeland Security (DHS)).
 - 2.2.2. The Fire District agrees to sponsor the career member, cover course registration fees and costs as well as housing and travel for any District approved training.
 - 2.3. Monroe County Training
 - 2.3.1. Defined as: Courses offered through a recognized county agency (such as the Monroe County Fire Bureau (MCFB), STEP Conference or a local Fire/EMS department or contractor).

- 2.4. The Fire District agrees to sponsor the career member and cover any course costs and fees for any District approved training Conferences and Seminars:
- 2.4.1. Defined as: Fire Service-related conference or seminar (such as Fire Department Instructors Conference (FDIC), FDNY Symposium or Fire House Expo).
 - 2.4.2. The Fire District agrees to sponsor the career member and cover all conference or seminar costs/fees, travel and housing for District approved training.
- 2.5. For the above articles:
- 2.5.1. Requests will be submitted through the career member's immediate supervisor and forwarded to the MTO for approval.
 - 2.5.2. The employee will be required to reimburse the District for any fees or costs associated with the training that cannot be refunded if the employee cancels the training with less than 30 days' notice.
 - 2.5.2.1. Reimbursement will be through payroll deduction or personal payment by the employee.
 - 2.5.3. For Irondequoit Fire District mandated training topics or courses, the Fire District will cover members time as well as all costs associated with training course or session.
 - 2.5.4. For department-related training that the member is electing to take, members may attend training with no loss of time to them provided that minimum staffing is maintained, and the District does not incur overtime.
 - 2.5.4.1. If an employee has arranged training time off with his group and an unexpected absence occurs, the District agrees to pay overtime to cover the absence.
 - 2.5.5. Exceptions will be made to provide for housing and travel expenses at the Districts discretion for situations not defined above.
 - 2.5.6. The District reserves the right to deny training requests for budget or manpower purposes.
 - 2.5.7. Copies of certification of completion will be provided to the MTO for record keeping purposes.

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

ARTICLE 15

CIVIL SERVICE LIST

1. The employer agrees to communicate with the Civil Service Commission throughout the period of this Agreement to schedule an examination for the ranks of Firefighter, Fire Lieutenant, and Fire Captain so that a list for each position will be available through the period of this Agreement.
2. The employer will allow all eligible employees who are scheduled to work, time to take the promotional exam(s). Any employee eligible for a promotional civil service exam will be released for said exam regardless of minimum staffing. The employee must return to work directly after completing the exam, allowing for reasonable travel time.
3. Employees wishing to be released from duty to take a qualified civil service promotional exam are required to notify the Career Staff Supervisor no less than 14 calendar days prior to the exam.
4. Announcements for all promotional opportunities or job openings shall be posted in the fire station a minimum of 14 calendar days.

ARTICLE 16

UNIFORMS AND EQUIPMENT ALLOTMENT

1. The Employer agrees to provide each Employee with a \$200 allowance each year towards additional personal equipment not provided by the District (E.G., station boots, leather fire helmets, winter coats). If the Employee elects not to use their stipend in a calendar year the Employee may elect to roll that stipend over to the following year(s) up until they reach a balance of \$600. At that point Employees must use their allowance on equipment, or may elect to maintain the balance, but the Employer will not contribute any further dollar amounts until it is disbursed below \$600. All purchases through the equipment allowance must be approved by the Career Staff Supervisor or the Fire Chief.

ARTICLE 17

WORK SCHEDULE- Group Personnel

1. The normal work block for Firefighters and Lieutenants assigned to a group (a group defined as one of the four rotating schedule blocks) will be a 24-hour shift beginning at 7:00 am and concluding at 7:00 am the following day. During the hours of 10:00pm to 6:45am employees may utilize the bunk area for resting privileges subject to District policy and rules. Shifts will follow the 28-day pattern as follows:
 - 1.1. Week 1: Friday
 - 1.2. Week 2: Sunday, Wednesday, Saturday
 - 1.3. Week 3: Tuesday
 - 1.4. Week 4: Monday, Thursday
2. Trade days will be allowed between Employees and it will be the responsibility of the Employees to notify the shift Lieutenant, prior to the start of the shift. Any time gained or lost between Firefighters or Lieutenants is the sole responsibility of the Employee and the District shall not be held responsible for such time gained or lost.
3. An Employee may not work more than 48 consecutive hours at any given time, unless approved by the Career Staff Supervisor (CSS) or Fire Chief.
4. Employees assigned to the group schedule shall be given thirty (30) days written notice prior to any permanent changes to group assignments or schedule unless otherwise agreed upon by affected parties. The union agrees to recognize extenuating or emergency situations which would warrant immediate changes, executed upon agreement of the Labor Management Committee. In the case that an "emergency or extenuating" circumstance is agreed upon; schedule changes will first be filled by qualified employees willing to volunteer for a change before any "unwilling changes". Should a member's schedule be changed unwillingly the District agrees to make reasonable time off accommodation for any financial burdens the employee may be subjected to and may request proof of such burdens i.e., vacations, day care, etc.

STAFF PERSONNEL

5. Staff Personnel are defined as Lieutenants, eligible Firefighters acting in the capacity of Lieutenant, or Firefighters whose primary work schedule falls outside of the group schedule defined in Section 1.
6. Employees assigned to work the staff schedule are still eligible to fulfill line functions as needed, but when working the staff schedule, do not count toward minimum staffing.
7. Employees assigned to work a staff schedule will be assigned a schedule by the Fire Chief totaling 42 hours per week.
8. Staff employees will be eligible to return off duty for incidents according to Article 28.
9. Individuals assigned to Staff must meet all required annual training requirements for their rank.
10. Staff positions shall have a set "term limit" of 24 months, after which time the member may vacate the office, or choose to extend in 12-month increments with Fire Chief approval.

ARTICLE 18

MINIMUM STAFFING

1. Minimum staffing is defined as four (4) Civil Service Firefighters and two (2) Civil Service Fire Lieutenants or acting-Lieutenants on-duty and available to respond to calls. No district apparatus will be staffed on shift with less than two (2) district employees.
 - 1.1. Up to two (2) Firefighters and one (1) Lieutenant may take off on a single group, at any given time.
2. The following conditions will not be considered against minimum staffing for the purposes of awarding Comp or Vacation time off:
 - 2.1. Sick Time
 - 2.2. Long term illness or injury
 - 2.3. Bereavement
 - 2.4. Jury Duty
 - 2.5. Administrative leave on behalf of the District
 - 2.6. Promotional Civil Service Examinations
 - 2.7. Military Time
 - 2.8. Maternity/Paternity Leave

ARTICLE 19

SENIORITY

1. Seniority shall be determined as follows:

1.1. Firefighters

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

- 1.1.1.1. If there is more than one Employee hired on the same date, seniority will be determined by Civil Service test score
- 1.1.1.2. If there is more than one Employee with the same Civil Service test score, seniority will be determined by the final Basic Fire Fighter Training Academy course average.
- 1.1.1.3. Any further seniority determinations after following the above guidelines will be at the discretion of the Fire Chief.

1.2. Lieutenants

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

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

1.3. Irondequoit Fire District merge impact

1.3.1. Seniority of IFD employees will be based on the date of hire for the respective Laurelton Fire District or Ridge-Culver Fire Districts. All members of both previous districts will be consolidated into one (1) new seniority list based on initial date of hire at the previous district.

ARTICLE 20

PAYDAY AND PAYROLL DEPOSITS

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

ARTICLE 21
FUNERAL LEAVE

1. In the event of a death in the Employee's immediate family, and is assigned to work, group-assigned employees will receive up to 72 hours of paid leave from the death up until interment and staff-assigned employees will receive up to 42 hours of paid leave from the death up until interment. Any changes to this would need approval from the Board of Fire Commissioners. Immediate family includes spouse, parents/step-parents, parents/step-parents of spouse, grandparents/grandchildren, children/step-children, siblings, son/daughter-in-law, brother/sister-in-law, step-brother/sister, domestic partner or same sex partner, parents/step-parents of domestic partner or same sex domestic partner, children of domestic partner or same sex partner, and grandparents/grandchildren of domestic partner or same sex partners.

2. In the event of a death of any "other family member" of the Employee, the Employee shall be allowed time off with pay, for the day of the funeral. Any other family member shall be defined as first cousins, and spouses' grandparents, aunts, and uncles.

ARTICLE 22

HOLIDAYS

1. Employees shall receive paid compensation for Ten (10) holidays at 12 hours each. This totals one hundred and twenty (120) hours of pay. Total number of hours reported to payroll is contingent upon Civil Service employment prior to the holiday.
 - 1.1. Recognized Holidays shall be: New Year's Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
2. Employees may elect to receive paid compensation or time off for each recognized holiday. By default, the District will pay the employees for the recognized holidays. If an employee chooses to take time off as compensation for a Holiday, they must notify the District secretary of their choice, the pay period prior to the Holiday occurring.
3. Employees electing holidays as compensation will be paid an additional 12 hours at their regular hourly rate the pay period following each recognized holiday.
4. Employees electing holidays as time off in lieu of paid compensation will be issued 12 hours to their holiday bank for each recognized holiday.
5. Employees who are scheduled to work on a holiday due to their rotation are required to work that holiday unless they take their own time off.

ARTICLE 23

DEATH BENEFITS

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

ARTICLE 24

HEALTH BENEFITS

Current Employees

1. The Fire District shall have the option from time to time to shop for healthcare providers for the most coverage and least cost to both the District and Employees. The health benefits include:
 - 1.1. The Fire District will pay 100% of the premium of a Single "Simply Blue Plus Gold 6" health insurance plan
 - 1.2. The Fire District will pay 80% of the premium of a 2 Person, Family No Spouse, or Family "Simply Blue Plus Gold 6" health insurance plan
 - 1.3. The Fire District will pay 100% of the premium of a Single, 2 Person, Family No Spouse, or Family "Dental Blue" dental insurance plan.
 - 1.4. The Fire District will pay 100% of the premium of a Single, 2 Person, Family No Spouse, or Family Vision Service Plan.
2. Any changes to pricing or availability of the plans themselves during the life of this agreement will need to be agreed upon by both parties.
3. All Employees requesting this benefit shall have the remaining 20 % automatically withdrawn from their paycheck.
4. The District agrees to establish and maintain a Health Reimbursement Account (HRA) for each employee electing to receive health insurance benefits. This HRA will be fully funded by the District annually to the maximum out of pocket expense for said plan to the employee, however non-covered items may still incur some out-of-pocket expense. A system shall be established and agreed upon by the Union and the District to determine how best to utilize or access this account. This HRA will be used for paying Co-Payments, Prescription Drugs, and other approved medical expenses.
 - 4.1. To the fullest extent permitted by law, District maintained HRA will cover 100% of medical expenses that are covered under the health care plan.
 - 4.2. Except in the case where the HRA plan is no longer available. Any changes to pricing or availability of the HRA itself during the life of this agreement will need to be agreed upon by both parties.

5. For those not requiring health care coverage, the Employer will pay the Employee an amount equivalent to 50% of the premium for single coverage in a lump sum amount at the next payroll date following the Employee's anniversary date.

Retired Employees

6. The Retired employee will receive all benefits of medical coverage that the active employees receive on a Single or 2 Person Plan.
 - 6.1. The Fire District will pay 100% of the premium of a Single "Simply Blue Plus Gold 6" health insurance plan
 - 6.2. The Fire District will pay 80% of the premium of a 2 Person, "Simply Blue Plus Gold 6" health insurance plan
 - 6.3. The Fire District will pay 60% of the premium of a Family No Spouse, or Family "Simply Blue Plus Gold 6" health insurance plan
 - 6.4. The Fire District will pay 100% of the premium of a Single, 2 Person, Family No Spouse, or Family "Dental Blue" dental insurance plan.
 - 6.5. The Fire District will pay 100% of the premium of a Single, 2 Person, Family No Spouse, or Family Vision Service Plan.
7. The retired employee's spouse will be allowed to continue on the plan in the event the retired employee expires before Medicare eligibility. This spousal coverage will terminate immediately if the surviving spouse re-marries. In the event of a surviving spouse does not remarry, the spousal coverage shall terminate on the 5th anniversary of the retired employees' death.
 - 7.1. If the Employee can receive health benefits elsewhere, they must exercise that option as long as the replacement plan is of equal to or greater coverage and the cost to the Employee is equal to or less than any other option available.
 - 7.2. The minimum age for an employee to collect retirement health benefits is 45. Employees retiring before age 45 are still eligible for the benefit but will have to reach age 45 before benefits begin and will be responsible for 100% of the premium until their 45th birthday.
 - 7.3. When the retiree reaches the age where he/she is eligible for Medicare, the District will reimburse employees for Supplemental Medicare Insurance

(Medigap) coverage, not to exceed 80% of health insurance costs for current employees. This benefit applies to single, or two person plans only.

- 7.4. For Retirees that elect to move to areas that are considered “out of area” and elect to obtain insurance from another source other than provided by the District, the District shall reimburse the retiree for health care coverage up to the cost of the current premium as offered to current employees. In such instances, the retiree is responsible for obtaining their own health care coverage and paying the necessary premium to the carrier. The retiree must then submit a voucher and a copy of the carrier invoice showing health insurance premium paid to the Fire District for reimbursement to be processed.
- 7.5. In the event one or more covered persons on the member’s plan become eligible for Medicare, those persons will be switched to the Medicare and/or Medicare Supplemental Insurance Plan. The remaining covered persons shall continue to receive medical insurance benefits, at the same rate and contributory percentage as defined above, as long as they remain eligible for such coverage.
- 7.6. The Employee has the option to opt into the plan at a later date after separation or retirement if their other health benefits are lost.

ARTICLE 25

RETIREMENT PLAN AND DEFERRED COMPENSATION

1. All unit members employed on or before January 8, 2010, by the Ridge-Culver or Laurelton Fire District will be eligible for coverage under NYS Police and Fire Retirement Plan 384-d (Tier II) according to terms and conditions of such plan.
 - 1.1. Unit Members employed on or before January 1, 2022, by the Laurelton Fire District will be eligible for backup coverage under the NYS Police and Fire Retirement Plan 375i(p).
2. Plans that require employee's contribution shall be automatically deducted from an employee's paycheck as required by that employee's Retirement Tier Plan.
3. The Employer will maintain a Qualified Deferred Compensation plan (Internal Revenue Code 457), with participation, rights, and responsibilities subject to the terms of the plan.
4. Employees who are retirement eligible during the term of this Agreement shall be eligible for one of two Retirement Incentives to be offered during the term. The retirement incentive will consist of a \$10,000 cash payment upon retirement or a credit of \$12,500 to be applied to the employees' health insurance premium bank.
 - 4.1. To be eligible for this incentive, the employee must provide a minimum notice of 90 calendar days before retirement date.
 - 4.2. This incentive is only available on completion of 20 years of cumulative service creditable for service retirement, regardless of employer, and is not available after completion of 21 or more years of cumulative service creditable for a service retirement, regardless of employer.
 - 4.3. This incentive will also be offered to employees with 21 or more years of service who intend to retire between from May 16th, 2022, and December 31st, 2022, with notice of intent to retire to be delivered to the Fire Chief no later than 12:00 noon on July 1st, 2022. Notice received after that date/time will invalidate this offer for this period only.

ARTICLE 26

JURY DUTY

1. Employees shall be granted a leave of absence with pay when they are required to report for jury duty or grand jury duty. An Employee must notify his immediate supervisor as soon as possible upon receiving notice of jury duty or selection for jury duty or examination. The Employee must provide his or her supervisor with a copy of the notice.
2. Employees are required to work all available reasonable hours outside of those required for jury duty, or grand jury duty examination, in accordance with the Employee's regular work schedule, as defined in Article 17. Employees reporting to jury or grand jury duty the day following a scheduled workday will be released with pay at 19:00. Employees released from work to report to jury or grand jury duty on a scheduled workday shall report directly back to work for the remainder of their scheduled shift if released from jury or grand jury duty.
3. An Employee on jury duty shall receive his/her regular pay for the duration of the jury service. All allowances made to the juror for his/her service shall be forfeited to the Employer.

ARTICLE 27
SECTION 204 NOTICES

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

ARTICLE 28

OVERTIME, COMPENSATORY TIME AND MILITARY LEAVE

1. Definitions for the purpose of this contract:

- 1.1. Overtime (OT) – Except in the case of “trade days” overtime shall be defined as hours worked by an Employee in excess of his/her regular work schedule.
 - 1.1.1. At the employee’s option, OT will be compensated as either “pay” at the rate of one and half (1 ½) times the employee’s regular rate (or Acting Lieutenant rate if applicable) or Compensatory (Comp) Time.
 - 1.1.2. Once the District’s OT budget has been exhausted the employees will have the option of compensation at regular pay or Compensatory time.
 - 1.1.3. The Fire District’s Overtime budget shall be no less than \$150,000 annually.
- 1.2. Compensatory time shall be defined as hours worked by an Employee in excess of his/her regular work schedule and taken as “time” if the employee chooses.
 - 1.2.1. Comp time will be compensated at the rate of “time and a half” for each hour worked over the normal shift hours.
 - 1.2.2. The employee’s “Comp Bank” shall not exceed 120 hours.
 - 1.2.3. Once an employee’s Comp bank is full the employee will be paid for all overtime worked.
 - 1.2.4. Any time remaining in the Comp Bank at retirement or at separation of service will be “paid out” to the employee.
 - 1.2.5. Hours worked resulting from trade days between employees shall not be considered as overtime or creditable to Comp Bank.
 - 1.2.6. Employees have the option to cash out 60 hours of their comp bank once per calendar year.
- 1.3. All overtime will be compensated at a rate of 1 ½ times the regular rate of pay based on the requirements to pay overtime, and those exceptions which are now in effect or promulgated during the term of this agreement by the United States

Department of Labor under the Fair Labor Standards Act (212 hours in 28-day cycle).

1.4. Vacation time (See Article 31)

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

1.5.1. In accordance with Appendix B.

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

Schedule Vacancies:

3. Compensation will be offered to off-duty employees for vacancies in the schedule based on a rotation designed by the Union and agreed upon by the District. Time will be filled by the group Captain or on-duty Captain when the vacancy is created.
 - 3.1. An electronic record-keeping system shall be kept containing the agreement and a rotation matrix will be used to record and track the time as it is assigned.
 - 3.1.1. Prior to January 1st of each calendar year each Firefighter on each group will take turns selecting time off request for the year according to seniority.
 - 3.1.2. Any time off request, once reviewed and approved by the group Captain in accordance with the procedure in Appendix D, will be considered approved.
 - 3.1.3. Time-off requests may be denied if the group Captain is unable to fulfil minimum staffing requirements.
 - 3.1.4. Effort will be made to fill the scheduled vacancy in accordance with Appendix D.
 - 3.2. In the event that the Captain is unable to fill the scheduled vacancy and the Overtime Matrix has been exhausted twice, the Fire Chief, at his/her discretion may elect to fulfill minimum staffing with a staff employee or officer who meets the minimum classification of civil service Firefighter.
 - 3.3. Once an employee accepts an overtime shift from the call list, he or she is responsible for finding a replacement if he/she later determines that he/she is unable to work it. In this instance, both employees will be "charged" in the overtime matrix.
 - 3.4. Personnel assigned to staff are eligible for overtime offers that do not conflict with their regularly scheduled hours.
 - 3.5. In times of manpower shortages due to sickness/illness, time-off may be reduced by the Fire Chief to conserve overtime. Manpower shortages shall be defined as 6 or more group-assigned personnel out sick or injured longer than 30 calendar days at a time. During this period only one employee per schedule group may be allowed off at a time. This period will be defined not to exceed 30 calendar days and will not affect previously approved time off request.

4. Comp and Vacation hours may be used in one (1) hour increments. Time off will be approved by the Captain. Time charged to the bank will be actual hours the employee is away hour for hour, 10 hours for an entire day shift and 14 hours for an entire night shift. All Comp or Vacation requests made outside of the above guidelines will be approved on a first come first served basis.
5. Rank for rank substitutions shall be followed whenever possible.
 - 5.1. Lieutenant Vacancies shall be filled by another Civil Service Fire Lieutenant whenever the vacancy creates overtime. If a Civil Service Lieutenant **vacancy** does not create overtime, the on-duty Acting Lieutenant may take the place of the Civil Service Lieutenant.
 - 5.1.1. In the event no other Civil Service Lieutenants are available to fill the overtime vacancy, Civil Service Firefighters that meet the minimum requirements for "Acting Fire Lieutenant" may fill the vacancy.
 - 5.2. Firefighter vacancies shall be filled by another Civil Service Firefighter
 - 5.2.1. In the event no other Civil Service Firefighters are available to fill the vacancy, Civil Service Lieutenants may fill the vacancy with the approval of the Fire Chief or Career Staff Supervisor (CSS)

Military Leave

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

ARTICLE 29

SAVINGS CLAUSE

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

ARTICLE 30

SICK LEAVE

1. Work Related Injury or Illness:

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

2. Non-Work-related injury or illness

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

- 2.3. An Employee who has used 75% of their allowable sick leave will not be entitled to a new paid allotment until he/she has been re-employed on active duty for a period of 180 (one hundred and eighty) calendar days. During this 180 (one hundred and eighty) day period the employee will have 96 hours of paid sick leave after which the employee will receive no more paid sick time. During this period, the employee may elect to utilize banked paid time off if additional sick leave hours are required. In those cases, the other parameters of this article will continue to apply.
- 2.4. As a condition precedent for receiving any sick pay, the Employee must cooperate with all medical referrals and treatments. The Board of Fire Commissioners will discontinue sick leave if the District Physician determines there is no reasonable chance the Employee will return to work without limitations or with limitations acceptable to and approved by the Board of Fire Commissioners.
- 2.5. The District shall be entitled to reimbursement for sick leave from the Employee, should the Employee recover damages from a third party responsible for the Employee's loss of wages, or may recover the loss of wages directly from the third party.
- 2.5.1. Any Employee funded third party program is exempt from this section.
- 2.6. Newly hired Employees (probationary Employees) with less than 6 months of service for a transfer or less than 12 months of service for a new civil service hire will only have 48 hours of sick time for off duty or non-service-connected illness or injury until their probationary period ends, at which time paragraphs 1 and 2 will apply.
- 2.7. Sick Leave rules and regulations are defined in Appendix C.

3. Maternity Leave

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

4. Paternity Leave

- 4.1. Any employee covered by this Agreement shall be entitled to take paid paternity leave for a period not to exceed 14 consecutive calendar days, commencing no later than the day of birth. An employee whose significant other becomes pregnant shall furnish the District with a statement from the employee's physician stating the approximate date of delivery. Any requests for paternity leave shall be in writing to the Fire Chief stating the dates that such maternity leave is to commence and terminate.

ARTICLE 31

VACATION

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

• Completion of One year of Service	72 hours
• Completion of Two years of Service	96 hours
• Completion of Five years of Service	144 hours
• Completion of Ten years of Service	192 hours
• Completion of Fifteen years of Service	216 hours
• Completion of Twenty years of Service	240 hours
2. All unused or unscheduled vacation time not used by the Employee shall be paid to the Employee on the first pay period following the Employee's anniversary date, at the Employee's hourly rate.
3. Any requests for more than 96 consecutive hours of vacation time shall be approved by the Career Staff Supervisor (CSS) or Fire Chief.

ARTICLE 32

SALARY, LONGEVITY, EMT, AND ACTING LT. PAY

1. Firefighters covered under this contract shall be paid the following **base pay salaries** based on 2,184 workhours per year:

	2022	<i>Hourly</i>	2023	<i>Hourly</i>	2024	<i>Hourly</i>
Start	\$ 45,613.06	\$ 20.89	\$ 46,525.32	\$ 21.30	\$ 47,455.83	\$ 21.73
After 1 Year	\$ 57,089.53	\$ 26.14	\$ 58,231.32	\$ 26.66	\$ 59,395.95	\$ 27.20
After 2 Years	\$ 66,706.12	\$ 30.54	\$ 68,040.24	\$ 31.15	\$ 69,401.05	\$ 31.78
After 3 Years	\$ 76,321.19	\$ 34.95	\$ 77,847.61	\$ 35.64	\$ 79,404.57	\$ 36.36
After 4 Years	\$ 87,396.31	\$ 40.02	\$ 89,144.24	\$ 40.82	\$ 90,927.12	\$ 41.63
	2025	<i>Hourly</i>	2026	<i>Hourly</i>	2027	<i>Hourly</i>
Start	\$ 48,404.94	\$ 22.16	\$ 49,373.04	\$ 22.61	\$ 50,360.50	\$ 23.06
After 1 Year	\$ 60,583.87	\$ 27.74	\$ 61,795.54	\$ 28.29	\$ 63,031.45	\$ 28.86
After 2 Years	\$ 70,789.07	\$ 32.41	\$ 72,204.85	\$ 33.06	\$ 73,648.95	\$ 33.72
After 3 Years	\$ 80,992.66	\$ 37.08	\$ 82,612.51	\$ 37.83	\$ 84,264.76	\$ 38.58
After 4 Years	\$ 92,745.66	\$ 42.47	\$ 94,600.58	\$ 43.32	\$ 96,492.59	\$ 44.18

2. Lieutenants covered under this contract shall be paid the following **base pay salaries** based on 2,184 workhours per year:

	2022	<i>Hourly</i>	2023	<i>Hourly</i>	2024	<i>Hourly</i>
Start	\$ 94,498.72	\$ 43.27	\$ 96,388.69	\$ 44.13	\$ 98,316.47	\$ 45.02
After 1 Year	\$ 95,590.98	\$ 43.77	\$ 97,502.80	\$ 44.64	\$ 99,452.86	\$ 45.54
After 2 Years	\$ 97,382.60	\$ 44.59	\$ 99,330.25	\$ 45.48	\$ 101,316.86	\$ 46.39
After 3 Years	\$ 98,824.52	\$ 45.25	\$ 100,801.01	\$ 46.15	\$ 102,817.03	\$ 47.08
	2025	<i>Hourly</i>	2026	<i>Hourly</i>	2027	<i>Hourly</i>
Start	\$ 100,282.80	\$ 45.92	\$ 102,288.45	\$ 46.84	\$ 104,334.22	\$ 47.77
After 1 Year	\$ 101,441.91	\$ 46.45	\$ 103,470.75	\$ 47.38	\$ 105,540.17	\$ 48.32
After 2 Years	\$ 103,343.19	\$ 47.32	\$ 105,410.06	\$ 48.26	\$ 107,518.26	\$ 49.23
After 3 Years	\$ 104,873.37	\$ 48.02	\$ 106,970.84	\$ 48.98	\$ 109,110.26	\$ 49.96

3. **Longevity Pay** based upon seniority shall be paid annually, in one lump sum, on the first pay period following the Employees anniversary date.

- 5-9 Years of Service \$750.00
- 10-14 Years of Service \$1,250.00
- 15-20 Years of Service \$2000.00
- 21 or More Years of Service \$2,500.00

3.1. And another \$500 for every additional 5 years

4. **Emergency Medical Technician** certification and recertification (every 3 years) is a requirement and condition of continued employment for Firefighters. In lieu of overtime for recertification classes outside of regular work hours, each employee shall be paid \$1,200 on their anniversary date.

5. Acting District Lieutenant:

5.1. If a Career Lieutenant is off duty a Lieutenant or acting Lieutenant will be selected based on the minimum staffing and overtime policies.

5.1.1. Eligibility & Priority Order:

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

5.1.1.2. Firefighter is on the Monroe County Civil Service Lieutenant's list

5.1.1.3. Must have successfully Completed "Fire Officer 1"

5.1.1.4. Must have successfully Completed "Fire Service Instructor 1"

5.1.1.5. Non-Probationary

5.2. Firefighter must be willing to fulfil all responsibilities of the absent Lieutenant.

5.3. Approved by a committee comprised of the Fire Chief, CSS, MTO, candidates' group LT and a Union Officer.

5.4. **Compensation:** The Acting Lieutenant will maintain their current benefits spelled out in the contract with an additional 10% increase to their current base pay for the hours worked in that position.

6. Professional Development Incentive

6.1. The Irondequoit Fire District agrees to provide a one-time payment for educational incentive for degrees related to fire science/protection, criminal justice and closely related emergency services fields, business administration or public administration. Upon presentation of evidence of successful matriculation of associates, bachelor or master’s degrees. This payout is restricted to the above degree programs (Fire District discretion) and as follows.

6.1.1. Payouts consist of \$750 per year of degree (one time).

6.1.1.1. Completion of 2-year associates degree= 1-time payout of \$1500 upon completion.

6.1.1.2. Completion of a 4-year bachelor’s degree = 1-time payout of an additional \$1500 (total \$3000).

6.1.1.3. Completion of a 6-year master’s degree = 1-time payout of additional \$1500 (total \$4500) upon completion.

6.2. Members holding any of the qualifying degrees are eligible for a 1-time education incentive upon producing an approved degree (District Discretion) within 90 days of contract ratification.

6.3. Newly hired employees with qualifying degrees at hire will be eligible for educational incentive following 18 months of continuous employment.

ARTICLE 33

LABOR MANAGEMENT COMMITTEE

1. The Union and the Employer agree to maintain a Labor Management Team consisting of the Commissioner in charge of Personnel, the Fire Chief, The Union President and Vice President or their representatives.
2. The Labor Management team will meet annually in April to discuss staffing considerations and other appropriate topics as needed.

ARTICLE 34

UNION REPRESENTATION ON DISTRICT COMMITTEES

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

TERMS OF AGREEMENT

1. The provisions of this Agreement shall become effective on May 16th, 2022 and shall continue in full force and effect until midnight December 31, 2027.
2. If any provision of this Agreement shall be declared invalid or unenforceable by a court or administrative agency, then the remainder of the Agreement shall be continued in full force and effect as if the unlawful provision had not been included.
3. The terms Employee, Unit Member, Firefighter and Lieutenant are used throughout this agreement. It is understood that these terms as used herein are interchangeable and refer only to the members covered by this collective bargaining agreement set forth in Article 1 and 2.
4. Both parties agree that they have had the full opportunity to negotiate with respect to all mandatory subjects for bargaining, whether contained herein or not, or whether or not discussed during negotiations will not be reopened during the life of this Agreement except by mutual consent.
5. No amendment or alteration of the Agreement shall be binding unless it is in writing and signed by the Chairman of the Board of Fire Commissioners, or his/her duly authorized representative, and the President of the Union, or his/her authorized representative, after ratification by the membership.
6. The parties mutually agree that negotiations for the contract year 2028 will begin on or about June 1, 2027.
7. In the event that the District and the union are unable to reach a new agreement by December 31, 2027, it is agreed that all benefits, terms and conditions of this contract shall remain in effect until a new agreement is reached. If no agreement is reached, both parties agree to go to a mutually agreeable arbitrator. The decision of the arbitrator shall be final and binding upon both parties. This shall only come into effect if current proper arbitration legislation is not available.
8. It is further agreed that if there is such a contract lapse, the Union will not assist or participate in any strike, work slowdown, or other concerted refusal to work, or impose an obligation upon its membership to conduct, assist, or participate in such a strike, work slowdown, or other concerted refusal to work

SIGNATURE PAGE

**IRONDEQUOIT PROFESSIONAL
FIREFIGHTERS ASSN.
IAFF LOCAL #4176**

**IRONDEQUOIT
FIRE DISTRICT**

**May 11th, 2022,
JAMES CARACCI
PRESIDENT**

**May 11th, 2022
MARK LIPARI
FIRE COMMISSIONER**

**May 11th, 2022,
JOSHUA MASTIN
VICE PRESIDENT**

**May 11th, 2022
RICHARD TURNER
FIRE COMMISSIONER**

Irondequoit Fire District

General Municipal Law § 207-a Procedure

Section 1. Intent

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

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

SECTION 2. INCIDENT REPORTING

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

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

(c) The GML 207-a application shall be deemed untimely unless it is received within 14 days after the date of the injury or sickness upon which the application is based. The Fire Chief shall have the discretion to excuse the failure to file the application within the 14-day period upon a showing of good cause, which discretion shall not be reviewable in any forum.

SECTION 3. EMPLOYEE RESPONSIBILITY

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

SECTION 4. MEDICAL RECORDS

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

SECTION 5. STATUS PENDING DETERMINATION OF BENEFIT ELIGIBILITY

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

SECTION 6. GML 207-A DETERMINATION

The Fire Chief and/or his/her designee (collectively “Fire Chief”) shall review all evidence s/he deems necessary, in his or her sole discretion, in arriving at a determination for benefits. The Fire Chief shall render a written decision on the application for GML 207-

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

SECTION 7. REINSTATEMENT OF BENEFITS

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

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

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

SECTION 9. HEARING PROCEDURE

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

(b) The District and the Firefighter shall have the right to mutually agree upon a hearing officer. If the parties cannot reach agreement on a hearing officer, either party may request a list of arbitrators from the New York State Public Employment Relations Board, and the hearing officer shall be selected from some list pursuant to the issuing entity's rules or procedures. The hearing officer's authority will be limited to reviewing the Fire Chief's determination to ascertain if the decision was based upon substantial evidence. *De novo* review is not authorized. The hearing officer shall have the authority to administer oaths, to fix the date, time, and place of the hearings, to grant an adjournment as deemed necessary or appropriate, to issue subpoenas and to fix the time for filing briefs. Additionally, the District's legal counsel and/or hearing officer may question any party or witness.

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

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

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

SECTION 10. APPEAL OF HEARING DETERMINATION

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

SECTION 11. RETURN TO REGULAR OR MODIFIED DUTIES

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

SECTION 12. RETIREMENT

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

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

SECTION 13. OUTSIDE EMPLOYMENT

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

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

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

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

SECTION 14. MISCELLANEOUS PROVISIONS

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

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

Compensation benefits shall be payable directly to the Firefighter once any previous lien has been satisfied.

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

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

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

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

SECTION 16. RIGHT TO REPRESENTATION

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

SECTION 17. EFFECTIVE DATE OF PROCEDURE

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

SECTION 18. SAVINGS CLAUSE

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

Appendix B
Career Callback Policy

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

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

All available employees may return upon notification of (High-Level Events):

1. Declaration of a WORKING FIRE within the Irondequoit Fire District
2. Activation of a "CAREER CALL BACK"
3. On Dispatch of STRUCTA within the Irondequoit Fire District

The Fire Chief, Assistant Fire Chief or Career Captain may activate any of the above conditions at any time.

Employees to have returned for a call back will only be released by the ranking officer in command.

Appendix C
Sick Leave Policy

1. It is the policy of the Irondequoit Fire District to provide sick leave benefits to allow an employee time away from work specifically for the purpose of recuperating from illness or injury or caring for an ill or injured family member.
2. Sick leave is an earned and conditional benefit for the purpose of providing financial resources to members who become unable to attend work due to personal or family related illness. Employees who abuse these privileges are subject to corrective or disciplinary action.
3. An employee who calls in sick due to the employee's own illness or injury is considered to be incapacitated and unavailable for work of any type for the period of time they remain on sick leave. An employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer which is physical in nature, etc.) during such a period shall be subject to disciplinary action.
4. While on sick leave, an employee is not expected to engage in activities that would tend to prolong the need for the use of sick leave.

Sick Leave Administration

Sick leave will be granted to all full-time employees under the following conditions:

- A. Personal illness or physical incapacity.
- B. To tend to a spouse, significant other, or member of the employee's immediate family when they are ill and requiring assistance. For purposes of this policy, "immediate family" will be defined as the employee's spouse, child, father, mother, or minor child or adult for whom the employee is a legal guardian. The annual maximum sick leave for immediate family members is 96 hours unless approved by the Fire Chief.
- C. Sick leave may also be granted when an employee reports to work sick and it is determined by the employee's supervisor that it is in the best interest of the employee, their co-workers and/or the public for the employee to use sick leave and return home to rest and recover.
- D. Doctor appointments which could not be reasonably scheduled during non-work hours.

Sick Leave Reporting and Documentation

- A. Employees shall report sick leave no later than 0600 the morning of their shift. He/she may report sick leave to his/her immediate supervisor, the on-duty Captain or the Career Staff Supervisor (CSS) if unable to reach the other officer.
- B. A medical release from a licensed physician is required for sick leave absences that exceed three (3) consecutive work/shift days. The work release must be submitted to the Career Staff Supervisor (CSS) or the Fire Chief prior to the employee's return to work and shall include the nature of the illness or injury, any treatment involved, and if the employee is fit to return to duty.
- C. The physician's medical release must be approved by CSS or the Fire Chief before the employee may return to work.
- D. The Fire District reserves the right to require a physician's medical examination (at the Fire District's expense) to confirm an employee's illness/injury or their return to duty fitness.

Department Issued Equipment

- A. Employees may be required to surrender department issued/maintained equipment to the Fire Chief for sick leave instances longer than 30 calendar days. If an illness/injury is suspected to take longer than 30 calendar days to recover and return to full duty, said equipment may be required to be surrendered prior to the 30 days.
- B. Equipment to be surrendered may include:
 - a. Department provided cell phones*
 - b. Department issued portable radios
 - c. Department provided laptops/computers
 - d. Department issued vehicles
 - e. Personal Protective Equipment (PPE)
 - f. Any other Department issued equipment requested by the Fire Chief

*Employees may request to retain issued cell phones in exchange for financial reimbursement to the Fire District for the monthly plan cost for that specific phone. This monthly cost will be paid by personal check from the employee to the Fire District within 10 business days following each effected month. Retaining the issued cell phone and reimbursing the Fire District will in no way constitute “work” of any kind, however Departmental rules and regulations concerning use will still apply

Appendix D

Time Off Requests, Approvals, Denials, and Vacancy Filling Procedure

Annual Vacation Picks

1. From November 1st to December 1st of each year, the Group Captain will accept vacation requests for the following year. All requests will be granted based on seniority and in accordance with Article 18 section 1.1 (minimum staffing).
2. Vacation Requests for the following year between January 1st and March 31st will be evaluated as per the above and will be approved or denied no later than December 21st of the preceding year, utilizing the following formula:
 1. Requests which do not impact minimum staffing and therefore do not force overtime shifts to be filled, will be approved by the Group Captain.
 2. For Requests which force overtime, the Group Captain will attempt to fill the vacancies utilizing the overtime/callback system.
 - i. Once the open shifts are accepted and filled, the Group Captain will approve the time off.
 - ii. Shifts which are not filled after 2 passes through the overtime/callback list, will be denied.
3. Vacation Requests for the following year between April 1st and December 31st will be evaluated as per above and said time off will be approved or denied no later December 21st of the preceding year.
 1. Members requesting this leave must have, or will have by the time of the request, the vacation time available to cover the time off.
4. Once approved, these requests are considered permanent and cannot be “bumped” by any other request.

Paid Time Off Requests – General

1. Time off requests, not identified above, will be based on a first-come, first-served basis. All requests will be evaluated in accordance with Article 18, section 1.1 and be granted or denied by the appropriate captain.
 - a. Requests for time off prior to the individual's next working shift will be directed to the on-duty Captain via phone call. The on-duty Captain will utilize the formula below to approve or deny said requests.
 - b. Requests for time off beyond the individuals next working shift will be directed to the employee's Group Captain via the online scheduling system. The group Captain will utilize the formula below to approve or deny said request.

2. Formula for approval or denial:
 - a. Requests which conform with Article 18, section 1.1 and do not require overtime to fill vacant positions will be approved by the appropriate Captain.
 - b. Requests which conform with Article 18, section 1.1, but DO require overtime to fill the vacant positions, will be approved or denied based on ability to fill the vacant positions with overtime, prior to approval.
 - i. The appropriate Captain will attempt to fill the overtime shift using the overtime/callback system.
 - c. Shifts which are filled with overtime will then be approved by the Captain initiating the callback.
 - d. Shifts which are not filled with overtime, following 3 passes through the overtime list/system, will be denied by the Captain.
3. Captains will only attempt to fill time-off requests which force overtime, up to 90 days out.
 - a. Requests which conform with Article 18, section 1.1, do NOT force overtime, and are beyond 90 days out will be approved.
 - b. Requests which conform with Article 18, section 1.1 and DO force overtime will be deemed pending, until the 90 day-out windows at which time the Captains will utilize the formula described in section 4 above to approve or deny.
4. Rank for Rank procedure
 - a. When a Lieutenant shift is open, a qualified acting lieutenant is on duty, and no overtime is needed, the acting lieutenant will “move-up” to the lieutenant position.
 - b. When a Lieutenant shift is open and overtime is needed to fill the shift, the following sequence will be used to attempt to fill the position:
 - i. 1st Callback offered to Lieutenants only
 - ii. 2nd Callback offered to Acting-Lieutenants only
 - iii. If there IS an Acting-Lieutenant on-duty
 1. 3rd Callback offered to Firefighters
 - iv. If NO Acting-Lieutenant on-duty
 1. 3rd Callback offered to Lieutenants AND Acting Lieutenants again

Appendix E
Acting-Fire Captain

Fire Lieutenant working as Acting - Fire Captain

When a Fire Lieutenant (Lieutenant) is working in place of a Fire Captain (Captain), the Lieutenant will assume and execute all duties of the Captain for the duration of the shift. When working as an Acting-Captain, the Lieutenant will receive their hourly rate plus an additional 10% of their hourly rate, for all hours worked in the Acting-Captain position.

Qualifications for Acting - Captain

The following qualifications must be met for persons working in the Acting-Captain role:

1. Must be from the ranks of the Irondequoit Fire District and not on probation
2. Must be a titled Fire Lieutenant for a minimum of 2 years prior to acting
3. Must currently be on the Monroe County Civil Service list for Fire Captain*
4. Must have successfully completed the following courses:
 - a. NYS Fire Officer 2
 - b. ICS 300
 - c. NYS Incident Safety Officer
5. Must receive 40 hours of active mentorship from a titled Captain
 - a. These hours are gained by riding and working with the on-duty Captain in lieu of their normal position on the fire apparatus. These hours will not be compensated for as the Acting-Captain pay rate. These hours will only be completed between the hours of 07:00 and 17:00. These hours will not result in overtime being created and will only occur when an acting Lieutenant is able to fill the Lieutenants seat on the apparatus. The Acting-Lieutenant WILL receive the Acting-Lieutenant pay rate for the hours worked in that role.
 - b. A check-sheet will be completed by the mentoring Captain attesting to the completion of the mentorship, topics covered, abilities and skills observed, as well as recommendations for improvement.
6. Must be approved by the following committee:
 - a. Fire Chief, CSS, MTO, Candidates Group Captain, Union Officer

*Due to the consolidation of the Ridge Culver and Laurelton Fire Districts, the Monroe County Civil Service list for Fire Captain will be eliminated for these agencies and will not exist for the Irondequoit Fire District. Lieutenants who were on the list established 11/3/2021 are considered "on the list" despite the expiration of the list due to the consolidation. Following the next test and establishment of a new Fire Captain list, Lieutenants will need to be on that list and all future lists to be eligible.

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