



# **COLLECTIVE BARGAINING** **AGREEMENT**

**BETWEEN THE**  
**VILLAGE OF JOHNSON CITY, NY**  
**and**  
**JOHNSON CITY PROFESSIONAL FIRE FIGHTERS**  
**LOCAL 921**

**AFFILIATED WITH:**

**International Association of Fire Fighters**  
**N.Y.S. Professional Fire Fighters Association**  
**Broome/ Tioga Federation of Labor**

**Expires: May 31, 2026**

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# **COLLECTIVE BARGAINING AGREEMENT**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between The Village of Johnson City, Broome County, New York, (hereinafter referred to as the Village), and Local 921, Johnson City Firefighters Association, AFL-CIO, Johnson City, Broome County, New York (hereinafter referred to as the Association).

**Witnessed:**

## **Article I: Association Recognition and Check Off**

- A. The Village recognizes the Association as the sole and exclusive representative for all Fire Department personnel (hereinafter referred to as Members).
- B. The Village shall deduct from the wages of the Members and remit within ten (10) days to the Association regular membership dues for those Members who sign authorizations permitting such payroll deductions. The Village shall also deduct from the wages of all Members covered by this agreement, who are not Members of the employee organization, an amount equivalent to the dues levied by the Association, and said amount shall be transferred to the Association with ten (10) days. The Association will establish and maintain a procedure providing for the refund to any Employee demanding the return of any part of an agency shop fee deduction which represents the Employee's pro rata share of the expenditures by the Organization in aid of activities or causes of political or ideological nature only incidentally related terms and conditions of employment. The Association and all bargaining unit members waive any claims against the Village for deductions which in good faith are made or not honored as the case may be. All disputed amounts shall be escrowed by the Village and all disputes under this section shall be resolved in accordance with Article XV. The only liability to the Village under this section is to restore monies improperly collected, or to pay dues properly owing.
- C. The Association affirms that it will not assert the right to strike against the Village, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

## ARTICLE II: Salary

A. Effective as of June 1, 2022, base salaries of Members of the Fire Department shall be in accordance with the salary schedule set forth below:

1. Assistant Chief	\$0
2. Fire Marshal	\$106,851.15
3. Captain	\$87,555.01
4. Master Mechanic	\$87,555.01
5. Lieutenant	\$81,484.61
6. Code Inspector	\$78,335.15
7. Firefighter 1 <sup>st</sup> Grade	\$75,185.68
8. (starting at beginning of 5 <sup>th</sup> year)	
9. Firefighter 2 <sup>nd</sup> Grade	\$65,377.69
(starting at beginning of 4 <sup>th</sup> year)	
10. Firefighter 3 <sup>rd</sup> Grade	\$55,569.71
(starting at beginning of 3 <sup>rd</sup> year)	
11. Firefighter 4 <sup>th</sup> Grade	\$45,761.71
(starting at beginning of 2 <sup>nd</sup> year)	
12. Firefighter- Probationary	\$34,222.08 (Set by Village Board resolution)
(starting at beginning of 1 <sup>st</sup> year)	

B. For the contract year 2022-2023, a pay increase of 3% will be added.  
For the contract year 2023-2024, a pay increase of 3% will be added.  
For the contract year 2024-2025, a pay increase of 3% will be added.  
For the contract year 2025-2026, a pay increase of 3% will be added.

C. The Chief of Fire shall have the authority, within his/her sole discretion, to assign a Firefighter First grade to assist the fire department's Master Mechanic. In the event that such an assignment is made by the Chief, the firefighter so assigned shall annually be granted sixty (60) hours of "Chief's Time" to be used during the fiscal year in which it is granted in recognition of his/her duties. Chief's time is available only if appointed for a full year. If less, entitlement prorated. Total available time in any one year period shall be sixty (60) hours regardless of number of firefighters appointed.

D. The Fire Marshal will receive additional salary equivalent to the difference in salary between a Firefighter 1<sup>st</sup> Grade and a Code Inspector. This additional salary will cease in the event the Village no longer has the Johnson City Fire Department perform code enforcement for the Village.

### **Article III: Overtime**

All Members of the Department who are summoned on duty by the Chief of Fire or his/her designee at a time when he/she is not scheduled to work, shall receive either Time and One – Half rate for time actually worked, or a minimum of Two (2) Hours Pay at the Time and One – Half Rate, whichever is greater; provided however, the guaranteed minimum of two (2) hours pay shall not apply in situations of continuation of a member’s shift. In such situations, over time shall only be paid for time actually worked by the member.

### **ARTICLE IV: Retirement**

- A. All Members of the Department covered by this agreement will continue to be covered by the Retirement Plan presently in effect and funded by the Village, subject to the provisions of the New York Retirement and Social Security Law, Sections 384 – D and 375 – I (that being the optional 20 – year Retirement Plan and Improve Career Plan), as adopted by the Village, including and assumption by the Village of all costs occasioned by a Member’s election to be covered by such retirement provisions, so there is no cost to any Member covered by this agreement.
- B. 384 – E Special 20-year plan with additional 1/60ths shall be provided effective June 1, 1991.
- C. Each member of the Department covered by this agreement shall have the right to make an election in accordance with the terms of the Retirement and Social Security Law of the State of New York to participate in the Retirement Plan set forth without impediment or discrimination.
- D. All members, regardless of date of hire, will receive the additional benefits provided by Section 41(j) of the New York State Retirement and Social Security Law, insofar as such provisions are applicable and to the extent allowed by such law as follows:  
In addition to any other service credit to which he/she is entitled, any accumulated unused sick leave which he/she has at the time of retirement for service, but such credit shall not:
  - (A) Exceed one hundred and fifty (150) Days
  - (B) Be considered in meeting any service or age requirements prescribed in the Retirement and Social Security Law.
  - (C) Be considered in computing final average salary.

## **Article V: Guaranteed Ordinary Death Benefits**

- A. For those members who joined the New York State Retirement System prior to July 1, 1973, the Village agrees to provide death benefits as enumerated in Section 360 (b) of the Retirement and Social Security Law of The State of New York.
- B. For those members who joined the New York State Retirement System on or after July 1, 1973 the Village agrees to provide death benefits as are enumerated in Section 448 (b) of the Retirement and Social Security Law of the State of New York.

## **Article VI: Holidays**

- A. Members shall receive Fourteen (14) Holidays listed below, and in addition, all other Holidays designated or observed as such by the Village:
  - 1. January 1
  - 2. Martin Luther King, Jr Day
  - 3. February 12
  - 4. Third Monday in February (Washington's Birthday)
  - 5. Easter Sunday
  - 6. Last Monday in May (Memorial Day)
  - 7. Juneteenth
  - 8. July 4
  - 9. First Monday in September (Labor Day)
  - 10. Columbus Day
  - 11. First Tuesday after first Monday in November (Election Day)
  - 12. November 11 (Veterans Day)
  - 13. Fourth Thursday in November (Thanksgiving Day)
  - 14. December 25 (Christmas Day)
- B. An accurate record of all Holiday time shall be kept by the Village.
- C. While recognizing Section 63 of The Public Officers Law, all Veterans who are eligible to receive compensation for Memorial Day, or Veterans Day November 11, are compensated on the same basis as for any other Holiday

- D. All members of the Fire Department shall receive sixty-four (64) hours Holiday pay, whether the Holiday is worked or not and Forty-Eight (48) hours additional time in lieu of the above designated Holidays after the first full year of employment. Said Holiday Pay shall be paid in the second pay period of November. Notwithstanding the foregoing, the Fire Marshal need not submit a leave slip when on call for one of the holidays enumerated in Subsection A of this Article. In order to receive the sixty-four (64) hours holiday pay, the Fire Marshal, and Master Mechanic, if working days, shall work five (5) of the designated holidays at their discretion. Taking a designated holiday off using Vacation Time, Holiday Time, Comp Time, or Personal Leave shall be counted as a holiday worked for the purpose of working five (5) holidays.
  
- E. All new members of the Fire Department will receive compensatory time off for Holidays falling in their period of employment once assigned to a group, prorated out of the sixty-four (64) hours whether the Holiday is worked or not.
  
- F. If a member is on vacation and a holiday falls in the vacation period, he/she will receive an extra shift off in the future.

## **Article VII: Sick Time**

### **Section 1: Computation and Use**

- A. Members shall accumulate One (1) sick day per month of full time employment. Such leave shall be accumulated up to Three Hundred (300) days. Sick leave shall be earned from the first day of regular employment.
  
- B. Any member covered by this agreement who incurs any non-service connected sickness or disability which renders such member unable to perform his/her duties, shall receive sick leave pay until the number of sick leave days accumulated has been exhausted.
  
- C. Any member, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to this contract, including the computation of sick leave.
  
- D. A member's absence in excess of five (5) for reasons of illness over a 12 month period, may be required to produce a Doctor's certificate stating the illness incurred, and that the employee is able to return to work. An occurrence is defined as the period of time from when a member calls in sick to the time they are fit for duty.

- E. All accumulated sick leave days presently credited to an employee shall remain on the books and such employee shall be given full credit for it, and no employee shall lose any sick leave days presently accumulated because of the change in the provisions of the collective bargaining agreement brought by this amendment, or its implementation.
- F. Sick leave shall be deducted at the rate of Two (2) Days for a regular shift.

**Section 2: Payment of unused Sick Days upon Retirement or in the Event of Death of a Member.**

- A. The Village agrees to buy back any unused sick leave time, at a rate of One (1) Day for One (1) Day, up to One Hundred and Fifty (150) Days, at the time of retirement.
- B. A deceased member's surviving spouse, or the executor, or the administrator of his/her estate shall receive payment for the member's unused sick time at the rate as set forth in Section 2, Subtitle (a).
- C. Both parties acknowledge that notice of exercise of Section 2 is paramount to the Village budget process, therefore, it is mutually agreed that any such notice under this section whenever received shall be effective on the Fifteenth (15<sup>th</sup>) day of March, next succeeding said notice. Payment shall be made promptly upon retirement or the next succeeding June 15<sup>th</sup> after the Fifteenth (15<sup>th</sup>) of March, whichever is later.

**Article VIII: Vacation**

- A. Vacation shall consist of Two (2) weeks after One (1) Year of service; Three (3) weeks after Five (5) years of service; Four (4) weeks after Ten (10) years of service; Five (5) weeks after Fifteen (15) years of service.
- B. For purposes of computing vacation, one (1) week of vacation shall be equal to two (2) twenty-four (24) hour shifts for a total of forty-eight (48) hours.
- C. The Village agrees to buy back up to eighty (80) hours of accrued vacation time from any member who elects not to take such vacation time, and to have the Village pay him/her for such time, and such payment will be made during either the first pay period in June or the last pay period of May of that vacation year.

D. Each member shall have the right to select their vacation on a day by day basis with permission of the Group Officers. If a member chooses to pick his/her vacation on a day – by – day basis the following will apply:

1. Member cannot begin to choose until all members have completed picking their full week choices.
2. Member may only pick one (1) shift at a time.
3. Member may pick two (2) shifts in a row if they fall consecutively.

E. The Village agrees to allow members to carry over forty-eight (48) hours of vacation time from one fiscal year to the next.

**Article IX: Out – of - Title**

When a firefighter is assigned, by the Chief of Fire, the Fire Marshal or the senior officer in charge of a shift on duty to work out-of-title, at a higher rank than his/her regular rank, he/she shall be compensated for working in that position on a per diem basis which shall reflect the difference between the regular salary and the salary of a Lieutenant and the difference between a Lieutenant and Captain, which he/she would have received if promoted to that higher rank. This assignment shall be documented in the Harry L. Drive Firehouse Log book and Day Sheet. The designation of “O.O.T.” next to a member’s name shall indicate that a member has been designated to work Out-of-Title. An accurate record of any such time shall be maintained by the Village Fire Chief.

**Article X: Longevity**

A. All members of the Fire Department shall receive longevity pay annually based upon the following schedule:

After 5 years.....	\$300.00
After 10 years.....	An additional \$400.00
After 15 years.....	An additional \$450.00
After 20 years.....	An additional \$500.00

Payment shall be made on the anniversary date of employment in the Fire Department.

## Article XI: Uniform Allowance

- A. Each member shall receive a uniform allowance of \$1,175.00. Each new member of the Fire Department shall receive a uniform allowance at time of employment. Each member will be paid the amount of the uniform allowance during the first pay period of July in each year. It will be in a separate check that will be reported on the year end W-2 form in a pre-tax box. Any applicable taxes are the responsibility of the member. Each member shall have the responsibility to purchase and maintain his/her uniform. In the event a member is hired after April 1<sup>st</sup> of the current contract year he/she shall receive a clothing allowance of \$625.00.
- B. Uniforms in the Fire Department shall be standard. All future uniform changes as required by the Chief of Fire will be the financial responsibility of the Village.
- C. All members of the Department will receive on their date of hire the following.
- 1 Uniform Hat
  - 1 All Season Coat
  - 1 Name Plate
  - 1 Badge
  - 1 Hat Badge
  - Arm Patches for all shirts and jackets

The Village will be responsible for the replacement of equipment itemized in Subsection "C" above unless lost, stolen or damaged other than in the line of duty. Items of equipment lost, stolen or damaged in the line of duty shall be brought to the attention of the officer-in-charge. The Village will not be responsible for replacing these items unless the officer-in-charge has been notified within twenty-four hours after the unit member starts his next scheduled shift.

## **Article XII: Health Insurance**

A. The Village agrees to contribute One Hundred Percent (100%) of the employee cost of Blue Cross-Blue Shield Select Blue Health Insurance Option II (Major Medical), and a five/ten-dollar (\$5/\$10) co-pay prescription plan for all members and their dependents covered by this agreement. The cost of coverage of the Family Plan shall be paid by the employer. Effective on the date of contract ratification, the parties agree that the Village's IRS 125 Cafeteria plan shall be adopted to the Association and the Village shall deduct thereafter:

In the fiscal year 2022-2023, 13% of the health insurance premium,  
in the fiscal year 2023-2024, 13.5% of the health insurance premium,  
in the fiscal year 2024-2025, 14% of the health insurance premium,  
in the fiscal year 2025-2026, 14.5% of the health insurance premium

from each participating member's paycheck pretax, unless an alteration in percentage of employee contribution is mutually agreed upon. Member's contribution towards the health insurance premium will not exceed three thousand dollars (\$3000) for an individual plan and six thousand five hundred (\$6,500) for a family plan during each of the fiscal years covered in this contract. The Village agrees to provide the members of Local 921 with a copy of their cafeteria plan prior to this taking effect.

B. If an employee is eligible to be covered under another health insurance program and he or she elects not to be insured by the Village, the employee shall be paid One Thousand Four Hundred and Sixteen Dollars, and Sixty-Seven cents (\$1,416.67) monthly. Proof of such alternate health insurance will be required in order to be eligible to receive this payment in order to make certain that the employees and their families may receive adequate health care. In the event that such member ceases to be eligible for continued coverage under his or her alternative health insurance, or the member requests to re-join the plan provided by this contract, the monthly payment shall cease. However, the Village shall pay such an employee an amount not to exceed the then current bi-weekly cost of the plan provided by this contract directly to the employee for the purpose of continuing said member's alternative health insurance contract under a conversion contract until said employee re-joins the Village plan provided under this contract.

C. Upon thirty (30) days written notice to the Union, the parties agree that the employer may present an alternative health plan, providing equivalent or better coverage than the current plan, or, any cost savings measures which do not directly affect benefit levels to the Union for consideration and negotiation. It is expressly agreed and understood that no changes can be implemented without the express consent and approval of each party.

- D. All present retirees of the Fire Department and all members who retire in the future shall continue to receive Blue Cross, Blue Shield and Major Medical Insurance coverage for themselves and their dependents (or comparable coverage as may then be in effect). In addition, the surviving spouse, and said spouses' dependent children under the age of 26, or a member who dies while in the employment of the Village shall be entitled to the Health Insurance Benefits provided retirees, until such time as surviving spouse dies or remarries, and in the case of dependent children, said dependent children attain the age of 26 years the cost of such insurance shall be paid for entirely by the Village. Effective June 1, 2008 all future retirees will pay 7.5% of the health insurance premium. This payment will be capped at one thousand dollars (\$1,000.00) per year. The provisions of this section have previously been adopted by the Village Board duly constituted, at a regular meeting and incorporated in a resolution of the body duly adopted and filed in accordance with applicable statutes.
- E. The Village will provide to each member of the Fire Department Dental Insurance including basic, supplemental basic, periodontal and orthodontic options. Said Dental Insurance shall be on an optional basis to members and the cost for either individual or family coverage (chosen by member) shall be shared on a Fifty-Fifty (50/50) basis. Said Dental Insurance shall be upgraded to Option 1 from Option 2 of Blue Shield, Blue Cross coverage.
- F. The Village will provide to each member of the Fire Department a Flexible Spending Plan. Said Flex Spending Plan shall be on an optional basis to members and the amount contributed by participating members shall be at the member's discretion not exceeding the plans limits.
- G. The Village will provide to each member of the Fire Department Optical Insurance. Said Optical Insurance shall be on an optional basis to members and the Village will provide this at no cost to the member.

### **Article XIII: Release for Association Business and use of Village Bulletin Boards**

- A. It is agreed that the Association may use station bulletin boards for the purpose of posting Association notices to Association members provided that such notices shall be clearly identified as Association notices.

- B. The Village will give release time with pay to Officers and/or Delegates designated by the Association for Association business, but this time shall be limited to a maximum of two members at any one time, and a maximum of Five (5) days. The Village will be notified at least five (5) days prior to such release time request.
  
- C. The Village will give release time with pay, not to exceed three (3) representatives at any one time, to those members designated by the Association to participate as a Negotiating Committee and/or Fire Labor Management Committee to attend negotiating meetings between the Village and the Association or to plan for such meetings.

**Article XIV: Personal, Death and Family Leave**

A. Death and Family Sick Leave:

- 1. The Village shall continue to grant leave to employees on account of death or sickness in the immediate family of members. Such leave shall consist of two (2) twenty-four shifts, or four (4) days for members working days, without loss of pay because of death in the immediate family. In the case of sickness in the immediate family, a maximum of (4) hours shall be granted to the employee.  
The immediate family shall be defined as: Spouse, Son, Daughter, Mother, Father, Sister, Brother, Mother-In-Law, Father-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Grandchildren, and Step- Son, Step- Daughter, Step- Mother, Step – Father, Step- Sister, Step- Brother, Step-Grandparent. This time shall not be deducted from sick time.

B. Personal Leave:

- 1. Personal Leave with pay, for not more than Four (4) shifts shall be available for personal business, at such times as are convenient to, and approved in advance by the Department Head. When such leave day(s) is (or are) granted, it (or they) shall not be rescinded, and said leave to be granted so long as there would be no more than Two (2) people on vacation and/or personal leave on any one shift.
  
- 2. Members hired during the contract year shall have their personal leave days prorated proportionate to the time remaining in the contract year from date of hire to the end of the contract year at the rate of 1/3 shift per month.

## **Article XV: Contract Administration**

- A. In the event of dispute between the parties to this agreement involving the interpretation or application of any provisions of this agreement, either party shall have the right to resolve the dispute in the following manner:
1. The dispute shall be presented within Ten (10) calendars days of the occurrence and discussed by the Public Safety Committee of the Board of Trustees and Representatives of the Association. If these discussions fail to produce a satisfactory agreement within five (5) calendar days, a written record of the dispute shall be made by each party to this agreement. Such written records shall be forwarded within five (5) calendar days to the Public Safety Committee and/or the Village Board and the President of the Association.
  2. The Mayor or his/her Representatives shall discuss the dispute with the Representatives of the Association within seven (7) calendar days of the receipt of the written record.
  3. If the dispute is not settled within five (5) calendar days, either party may take the dispute to arbitration upon the service of written notice to the other party of intention to do so, which said notice shall be served within ten (10) calendar days; otherwise the right of arbitration of such dispute shall be deemed waived.
  4. Each party agrees to have any dispute arbitrated by the Public Employment Relations Board (PERB). In addition, both parties agree to follow PERB's rules of procedure for dispute resolution, with the exception to Article XV, A - 6 of this contract.
  5. Nothing contained herein shall be deemed to alter in any way the grievance procedure adopted by the Village pursuant to the provisions of the General Municipal Law and regard to grievances of individual members.
  6. In the event of arbitration or litigation of any contract disputes, the losing party may be responsible for the entire expense of arbitration or litigation, including reasonable Attorney's fees.

## **Article XVI: Fire Bureau Regulations**

- A. All rules and regulations of the Department not covered by this contract shall be covered in general or special orders and by the published Johnson City Fire Department Rules and Regulations Book. A new and revised rule book shall be published at least once every five (5) years. The Association shall be consulted in any revision of the rule book.
- B. All general and special orders shall be in writing, signed by duly authorized Officers of the Fire Department, except in cases of emergency.
- C. All Administrative verbal orders shall be followed by a written order within seventy-two (72) hours to remain effective, with properly authorized signatures, and shall be placed on station bulletin boards for a period of not less than thirty (30) days.

## **Article XVII: Working Rules**

- A. Nothing herein shall be deemed to prohibit the adoption of rules by the Department for the operation of the Department, providing such rules do not conflict with any of the provisions of this agreement, or any ordinances or other provisions of the laws of the Village of Johnson City.
- B. Any reprimand shall be conducted privately in a manner that will not embarrass the Firefighter before other Firefighters or the public.
- C. It is agreed that no more than Two (2) members shall be allowed off at any given time for the purpose of members being granted vacation or personal time. This two member limit, however, shall not include members who are out on disability, suspensions, attending programs at area schools, attending military reserve duties, attending Union matters, extended illness, or any other unscheduled absence.

**Article XVIII: Hours of Duty**

- A. The hours of duty for the department will be scheduled where a total of four (4) groups will work the following tours of duty during an eight (8) day cycle: twenty-four (24) hours on duty; twenty-four (24) hours off duty; twenty-four (24) hours on duty; five (5) days of rest. In addition to their scheduled salaries as set forth in Article II, members shall be paid an additional two (2) hours pay each week, computed at their regular hourly rate of pay.
- B. The work year will consist of a maximum of 2080 hours per year, and any more hours to be the responsibility of the Village.

**Article XIX: Education Benefits**

- A. The Village will pay for the cost of tuition and books for all Members of the Department who take subjects in a Fire Science Curriculum, subject to evidence by the individual member that he/she satisfactorily completed the subject. Additionally, the Village will pay costs for tuition and books for all Members of the Department who take subjects, which are approved by the Village, subject to evidence by the individual member that he/she has satisfactorily completed the subject. This benefit will have a \$1,500.00 cap per semester. The Village will not reimburse any Member who has not completed probation or one (1) year of service with the Department.
- B. The Village will pay any Member one hundred twenty-five dollars (\$125.00), as additional salary per year, who has attained a one (1) year credit in Fire Science.
- C. The Village will pay any member an additional salary per year, who has completed any degree program, in accordance with the following schedule:
  - Two Year Degree.....\$300.00
  - Four Year Degree.....\$400.00
  - Masters and above.....\$500.00
- D. Members shall be granted leave with pay for required and/or approved schools, educational conferences, seminars, or other functions of a similar nature. Time spent by a Member under this provision shall be considered for all purposes time spent on the job.

## **Article XX: Contract Death Benefits**

- A. Unused earned compensatory time, overtime and vacation pay shall be paid to a deceased Member's surviving spouse, or the executor or administrator of said deceased Member's estate, within thirty (30) days of the termination of employment because of death. Any time earned and unused in lieu of legal holidays, up to maximum of ten (10) days will be paid as an additional benefit. A Holiday will be deemed earned, if it occurs prior to the Member's Death.
- B. Additionally, in the event of a line of duty death, a bonus of one (1) days' pay for each one (1) days accumulated sick time will be paid to same deceased members surviving spouse, executor, or the administrator of his/her estate, to a maximum of one hundred fifty days as set forth in Article VII.

## **Article XXI: Term of Contract**

- A. This contract shall expire May 31<sup>st</sup>, 2026. Negotiations for the purpose of entering into a new contract shall conform to the provisions of Article XIV of the Civil Service Law.

## **Article XXII: Fire Labor – Management Committee**

- A. A Fire Labor – Management Committee shall be established for the purpose of discussing, at mutually agreeable times, matters of mutual concern, but not to include amendments of this agreement. This Committee shall be limited to three (3) labor and three (3) Management members and shall meet not less than once every two (2) months at the call of the Public Safety Committee and/or the Village Board, or the President of the Association, except by mutual waiver in writing. Any expenses pursuant to said meetings shall be equally born by the parties to this agreement.

## **Article XXIII: Violation of Law**

This Agreement and all provisions herein are subject to all applicable laws. In the event any provisions of this Agreement are held to violate such law, said provision shall not bind both of the parties and, at either party's request, the parties shall meet and negotiate a replacement provision. Said provision shall be in accordance with the Taylor Law. In the absence of such a request for negotiation or after such request and pending a replacement provision, the remainder of this agreement shall not be affected by the invalid provision, and the agreement, without the invalid or illegal provisions, shall continue in full force and effect.

## **Article XXIV: Optional Incentive Wage Plan**

- A. Participation in the following program is optional to each Member of the Fire Department.
- B. The Village agrees to give a Physical Fitness Test in accordance with Schedule "A", annexed hereto on or before the first week in September of each year. An initial test will be offered for each individual rank of member of the Department. Members failing or not participating in the initial test will have the opportunity to take up to two additional tests within thirty (30) to ninety (90) days. The two additional tests can be scheduled and given for the entire Department. Dates and time limitations may be altered by mutual consent of the Department and the Village.
- C. If a Member of the Department desires to take such test, he/she will receive a physical examination at the Village's expense prior to the testing pursuant to a contract between the Village of Johnson City and United Health Services. Each exam shall include the following:

### **Schedule A**

#### **Physical Examination:**

Color and Vision Test

Testing of Vital Signs, Temperature, Pulse and Respiration

Blood Pressure Test

Height and Weight

Base Line Hearing Test (Audiometric)

Examination of Head, Eyes, Nose, Throat, Pulmonary and

Cardiac Systems, Abdomen, Genitalia, Rectum and Extremities.

#### **Diagnostic Testing:**

SMA 12 (Sequential Multi Analysis)

CBC (Complete Blood Count)

Routine Urinalysis

Cholesterol Test

Pulmonary Function Test

E.K.G. for men over 40 and women over 45 years of age

- D. Each Member of the Department shall receive \$300.00 each year he/she passes the physical fitness test outlined in Schedule "A". Payment shall be made in the second pay period of November of each year.

E. At each member’s option, the following swimming or bicycling equivalent endurance test will be available:

Bicycle Equivalent Test:

Firefighters 20 to 29 Years of Age	6 miles in 28 minutes
Firefighters 30 to 39 Years of Age	6 miles in 30 minutes
Firefighters 40 to 50 Years of Age	6 miles in 32 minutes
Firefighters over 50 Years of Age	6 miles in 34 minutes

Swimming Equivalent Test:

Firefighters 20 to 29 Years of Age	440 yards in 10 minutes
Firefighters 30 to 39 Years of Age	440 yards in 12 minutes
Firefighters 40 to 50 Years of Age	440 yards in 14 minutes
Firefighters over 50 Years of Age	440 yards in 16 minutes

F. Medical examinations and Physical Testing may be scheduled during off – duty hours, provided that the Village makes a good faith effort to schedule them during working hours.

**Article XXV: Amendments to the Agreement**

A. No amendment or alteration of this agreement shall be binding, unless it is in writing and is signed by the Village and by a duly authorized representative of the Association.

**Article XXVI: Jurisdiction**

A. This contract shall cover all Uniformed, paid Members of the Fire Department of the Village of Johnson City, including all Officers, Men and Women carried upon the payroll of the Fire Department, Except the Chief of Fire.

### **Article XXVII: Legislative Action**

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

### **Article XXVIII: No Lay – Off Clause**

No active member of the Local 921 shall be laid off nor shall any Local 921 position be abolished during the term of this agreement unless the employment of the Local 921 member presently filling such position is vacated by the individual member, or terminated by a member's resignation, retirement, separation for unsatisfactory job performance under the NYS Civil Service Law, or death.

### **Article XXIX: Personal Effects**

- A. Should the personal effects or clothing of a Member be destroyed or damaged in the line of duty, the Village shall authorize payment of the fair market value of replacement of the destroyed or damaged article(s) at the next regularly scheduled Board meeting subsequent to the incident at which the destruction or damage took place.
- B. A written report shall be submitted to the Chief of Fire within Forty-eight (48) hours of when the loss occurred.
- C. If a question arises as to the validity of a claim, a panel comprised of the Village's Public Safety Committee and the Executive Board of Local 921 will meet and make a decision as to the validity of the claim. All decisions of this panel will be final and binding.

### **Article XXX: Extra Time Off**

- A. In the event that other employees are granted Holidays not presently recognized by the Village, all members shall be given extra day off on a one for one basis at the discretion of the Chief of Fire, in addition to the fourteen (14) Holidays presently recognized by the Village listed in Article VI, Section A.

- B. It will be permissible for one member to cover a shift or partial shift assignment for another, subject to the approval of the Chief of Fire or his designee. Appropriate record entries will be made so as to document such change or changes, the time owed, and to whom the time is owed.

### **Article XXXI: Prolonged Illness**

In the event a firefighter is absent from work due to a prolonged illness and has exhausted his/her leave credits, his/her fellow firefighters may donate earned leave time to the affected firefighter. Said days shall be taken from the earned leave time from the donating firefighter(s), up to the maximum of ten (10) days per person per year.

### **Article XXXII: Turn Out Gear**

All members of the Fire Department will receive on their date of hire the following New OSHA approved Equipment:

- 1 Turn Out Coat
- 1 Pair of Bunker Pants
- 1 Pair Bunker Boots
- 1 Helmet
- 1 Pair Day Boots (3/4 length)
- 1 Pair Gloves
- 1 Protective Hood
- 1 Face Piece
- 1 Bailout System

The Village shall be responsible for the maintenance and replacement of all above mentioned equipment, unless loss, theft or damage occurs other than in the line of duty. If in the future, the Village wants to upgrade the above mentioned equipment with equipment that is equal or better than current equipment the Village may do so without consulting the Union.

### **Article XXXIII: Reopener for Article IV**

The Village and members agree to reopen Article IV (retirement) for negotiations regarding Tier II equalization at any time during the term of the contract.

#### **Article XXXIV: Retroactivity**

The parties agree that the provisions of this contract are retroactive to June 1, 2022. All retroactive amounts will be reviewed by both parties before the payments are processed.

#### **Article XXXV: Drug and Alcohol Testing**

The union agrees to work diligently with the Village in the development of a Drug and Alcohol Testing Policy which can be agreed upon mutually. The policy shall be reviewed one year after its implementation, and any changes to the policy shall be mutually agreed upon by both parties.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized Representatives.

Dated: \_\_\_\_\_ 2021

The Village of Johnson City

By: \_\_\_\_\_

Martin Meaney  
Mayor  
Village of Johnson City

Dated: \_\_\_\_\_ 2021

Local 921 Johnson City Fire Fighters  
Association, AFL-CIO, I.A.F.F.  
Affiliated with NYSPFFA

By: \_\_\_\_\_

Joshua M. Owen  
President  
Local 921 I.A.F.F.

## Appendix A

### FIREFIGHTER MUNICIPAL DISABILITY BENEFIT PROCEDURE

In an effort to insure that determinations necessary under the provisions of Section 207a of the General Municipal Law are made in an informed and expeditious fashion, the Village of Johnson City has implemented the following exclusive procedures which shall be utilized in making any and all benefit determinations, reviewing benefit determinations previously made or assigning light duty activities.

- I. **PROCEDURE ADMINISTRATOR:** A review committee made up of the Mayor and the Chief of Police and the Fire Chief shall have the exclusive authority to make the initial determination on behalf of the Village of Johnson City upon receipt of an application seeking performance related disability benefits under the General Municipal Law 207a.
  
- II. **REQUIRED NOTICES:** A firefighter or police officer who claims to have been injured or alleges to have taken sick as a result of the performance of his/her duties and who seeks any benefit afforded by General Municipal Law Section 207a, shall give oral or written notice to his/her superior officer as follows:
  1. The individual shall give oral/written notice to his or her superior officer immediately upon the occurrence of an accident causing injury while on duty but in no event later than 48 hours of learning of the need to miss time from work as a result of an accident causing injury or illness while on duty.
  
  2. In the event that it is not immediately apparent that an injury or illness will result in the loss of time from work, or where it is not immediately discoverable that such injury or illness is related to the individual's duties, such notice shall be given as soon as practicable but in no event later than forty-eight hours of learning that the injury or illness is work related, or simultaneously with the filing of a claim of Workers' Compensation benefits. The injured firefighter shall file with the superior officer a written notice on forms provided for such purposes to aid the Review Committee in making a proper conclusion. The claimant shall also submit simultaneously with the written notice, but in no event later than five (5) days of learning of the need to miss time from work, medical evidence in support of such claim.

### **III. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS:**

A decision on eligibility will be made by the committee within ten (10) days of receiving the notice in form described in Section II above or if a medical examination is required, within ten (10) days of receipt of the medical opinion. The determination as to the need for a medical examination will be made within five (5) days of the receipt of the claimant's medical evidence. An appointment with the Village's medical consultant will be made immediately upon making such determination.

1. Once the Village selects a consultant to review an employee's claim, such physician shall remain the Village's consultant throughout the claim unless there is a significant change in circumstances such as death, retirement, or incapacity of the Village's consultant or where the employee's condition has changes materially so that review by a physician with a different or more exact specialty will be required. Likewise, the employee will not "doctor shop" in an attempt to obtain a more favorable medical opinion.
2. Once the Village receives the consultant report, the Village shall make a determination as to the compensability of the claim within 10 days. Pending any determination regarding eligibility, the Firefighter shall use any and all accrued time. If a finding of eligibility is made, the Firefighter's time shall be immediately restored.
3. It is understood that refusal by a Firefighter to submit to such a consultative examination shall result in a waiver of benefits under General Municipal Law Section 207a.

### **IV. BENEFIT DETERMINATION:**

The initial determination of an application for benefits under General Municipal Law Section 207a shall be made by the Review Committee upon the presentation of substantial evidence by the individuals claiming entitlement under said benefits. The Review Committee will promptly review all applications timely made and any other pertinent documents or evidence available and, 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, said Review Committee shall direct payment of the full amount of regular salary or wages and shall insure municipal responsibility for the reasonable and customary cost of treatment and hospital care associated with the illness or

injury in accordance with the General Municipal Law and/or the Workers' Compensation Law. The Review Committee will render a written notice of the determination made and provide said notice to the firefighter. The payment of regular salary or wages and medical expenses may be discontinued pursuant to the provisions of Section 207a upon a change in circumstance and after a further determination by the Review Committee. As part of the initial application process a firefighter will execute a medical authorization form authorizing the Review Committee to obtain all medical records relevant to the alleged injury or illness. If, after initial review, there remains a question as to the applicant's eligibility for benefits or their continuation once awarded, the Review Committee is charged with the authority to inquire further into the applicable facts and may require the applicant to submit to one or more medical examinations as may reasonably be necessary to determine the existence of a disability, its extent and causal relationship. In order to resolve any remaining questions, the Review Committee shall make a decision on the basis of any and all available medical evaluations and any other and further information available and otherwise provided to the Review Committee by the applicant. As part of the procedure, an applicant may produce any document or sworn statement for the record related to the alleged injury or sickness or the incident alleged to have caused such injury or sickness which may support his/her claim. The Review Committee is also provided the authority to employ relevant medical specialists or other appropriate experts and may at reasonable times and upon reasonable notice require the attendance of the applicant or any witness to an alleged incident to procure additional information and may require the applicant to sign a release for information pertaining to his or her medical history and undertake any other reasonable act necessary for making a determination pursuant to this procedure. Once a determination is made, the applicant will be notified in writing of any determination made by the Review Committee and the basis therefore. An applicant will be provided with copies of any and all documents used by the Review Committee in determining eligibility for benefits upon appropriate written request. In the event a claimant is adversely effected by a determination, her or she may request a hearing according to the procedure set forth below.

**V. LIGHT DUTY ASSIGNMENTS:**

Dependent upon the medical evidence submitted, the Review Committee may assign a disabled individual specified light duties, as outlined in appendix I, consistent with his or her physical or mental condition and consistent with her or her position as a firefighter. The individual will receive regular salary or wages and any increases thereof together with fringe benefits which would have been received had regular

duties been performed during the entire period during which light duties are being performed. Prior to assigning an individual light duties, the Review Committee will advise the disabled individual who has been found eligible to receive benefits under Section 207a that his or her ability to perform a light duty assignment is being reviewed. Upon receipt of a direction to return to work on a light duty basis, the individual shall make arrangements to be seen by his doctor on the issue of light duty within 10 days and within forty-eight (48) hours of receipt, shall submit such physician's opinion to the Review Committee for its consideration prior to a final determination. The Village, at its expense may require a medical examination of the individual. If a physical examination is required, the physical will be provided with a list of the types of duties and activities associated with the proposed light duty assignment, and shall be requested to make an evaluation as to the ability of the individual to perform the duties or activities, given the nature and extent of the injury or sickness. Upon receipt and review of the medical assessment, the Review Committee may make a light duty assignment.

## **VI. APPEAL PROCESS:**

If the firefighter officer disagrees with any determination made by the Review Committee regarding either the initial benefit determination, determination regarding proposed light-duty assignment, or a determination on the continuation of benefits, the individual shall have ten (10) days from the mailing date of the determination to present a written request to the Mayor requesting a hearing and specifying any exceptions to the aggrieved determination. Thereafter, following the expiration of at least ten (10) days, a hearing shall be had by an impartial hearing officer selected by the mutual agreement of the individual and the Village, who shall afford the aggrieved individual due process rights, including adequate notice of hearing, a right to present evidence, a right to call and cross-examine witnesses, as the case may be, a right to counsel, and a record of evidence presented at the hearing. The firefighter bears the burden of proof in regard to the subject of the hearing, except in the case of termination of benefits or light duty assignment wherein the Village shall bear the burden of proof. The hearing officer shall have the authority to administer oaths; to regular the course, time and place of the hearing; to affix the time for filing a brief, and to sign and issue a subpoena and require the attendance of , and the giving of testimony by, a witness or the production of any document or other evidence, consistent with the provisions of the Civil Practice Law and Rules. The hearing officer shall make a final decision, which shall be in writing a copy of which shall be provided to the individual. Any final determination made pursuant to this subdivision shall be subject to review only as provided by Article 78 of the CPLR. Pending final decision regarding light duty assignments or termination,

the individual will continue to receive full benefits pursuant to the General Municipal Law Section 207a.

**VII. ELIGIBILITY REVIEWS:**

At any time after the initial determination of eligibility for benefits, the Review Committee may review the individual's continued eligibility to receive the statutory benefits by initiating a hearing according to the process set forth in paragraph V of this procedure. Any review of this nature shall occur only after assessment of the medical condition of the subject individual, or other evidence 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. The burden of proof in such a hearing shall be upon the Village.

**VIII. MANDATORY NATURE OF PROCEDURE:**

The above discussed procedure will be applicable to each and every application for benefits under General Municipal Law Section 207a. Any additional requirements adopted by the Mayor pursuant to this subdivision shall be reasonable and shall be limited to procedural issues only and subject to negotiation with the recognized representatives of the bargaining unit. Judicial review of any requirements or review of a claim of misinterpretation, misapplication, or violation of the provisions of the subdivision may be had solely upon the petition pursuant to Article 78, of the CPLR.

**Village of Johnson City and Local 921 Johnson City Professional Firefighters Association, IAFF, AFL-CIO, Memorandum of Understanding Regarding Certain Amendments to Their Current Collective Bargaining Agreement**

*WHEREAS*, discussions have taken place between representatives of Local 921, IAFF (hereafter, (“Union”), and the leadership of the Village of Johnson City (hereafter, “Village”), and the parties have reached an agreement regarding amending their existing collective bargaining agreement (“hereafter, CBA”) set to expire on May 31, 2026; and,

*WHEREAS*, it is the parties’ intention to use this MOU to amend their extant CBA to be more specific about the rates of compensation for members participating in the health insurance buyout as described in the CBA under Article XII, Section B following ratification of this MOU.

*NOW, THEREFORE*, the Union and the Village do hereby agree as follows in and for the terms that shall become the governing terms of their CBA:

1. The parties agree that the health insurance buyout for a participating member with a family plan, effective the date of ratification of this MOU, will continue to be paid One Thousand Four Hundred and Sixteen Dollars, and Sixty-Seven cents (\$1,416.67) monthly.
2. The parties agree that effective the date of ratification of this MOU, members currently participating in the health insurance buyout on individual plans will be retroactively paid and made whole by the Village, and continued to be paid so long as they are eligible, Five Hundred and Eighty Three Dollars, and Thirty-Three cents (\$583.33) monthly.
3. The parties further agree that effective the date of ratification of this MOU, any members in the future during the term of this CBA who are on individual health insurance plans and opt to take the buyout will be paid at a rate of Two Hundred and Sixty Dollars (\$260.00) monthly.
4. The parties agree that the terms and content of this MOU shall be merged into the parties’ still extant CBA the same as if fully set out therein and the parties shall, in the event of a disagreement amongst them as to any of the meanings of the terms herein, use the grievance/arbitration to resolve such disputes.
5. To the extent the terms specified herein conflict with the present CBA the terms herein shall prevail. And, it is the parties’ further intention to have all other terms of their present CBA and all appendices and previous MOUs that do not so conflict with this MOU remain in full force and effect;
6. This MOU shall only be enforceable following both the ratification of the Local 921 membership and the ratification by the trustees of the Village of Johnson City. Signatures to this document below indicate that their respective constituents have ratified the terms of this MOU.

And further the parties saith naught

Terms agreed to by:

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Mayor, Village of Johnson City

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President Local 921, Johnson City Professional Fire Fighters

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**LOCAL 921, IAFF, AFL-CIO OF THE JOHNSON CITY FIRE DEPARTMENT AND**  
**THE VILLAGE OF JOHNSON CITY**

**WHEREAS**, the Village is a New York state village and Local 921 is a unionized fire fighter unit therein whose relationship is governed primarily by their collective bargaining agreements between the parties, including their most recently ratified and signed CBA, dated June 1, 2022, that extends until May 31, 2026; and,

**WHEREAS**, the Village and Local 921 recognize that usage of accrued sick time by members during a long-term injury or illness may potentially negatively affect the Fire Departments operations.

**WHEREAS**, the Village and Local 921 recognize that this memorandum of understanding conflicts with the current CBA Article VII, Section 1B.

**NOW, THEREFORE**, in view of the above recital, the Village and the Local Union agree as follows:

1. At the member's request, the Village shall allow the member the option to perform in a light duty capacity if such tasks currently exist.
2. Any decision regarding a member working light duty because of an off duty injury or illness will have no bearing upon a member who sustains a line of duty injury or illness.
3. Any disagreement upon this MOU will be seen as a violation of the contract and potentially be subject to arbitration rulings.

**IN WITNESS WHEREOF**, the parties by their signatures acknowledge their agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Village of Johnson City, New York

Local Union No. 921

By: \_\_\_\_\_

Martin Meaney, Mayor

Village of Johnson City, New York

By: \_\_\_\_\_

Joshua Owen, President