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COLLECTIVE BARGAINING AGREEMENT

Between the

**GREECE UNIFORMED FIRE OFFICERS' ASSOCIATION
IAFF Local #4640**

And the

BARNARD FIRE DISTRICT

January 1, 2022 through December 31, 2026

5/25/2022

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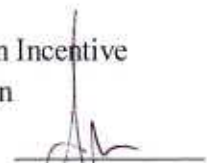
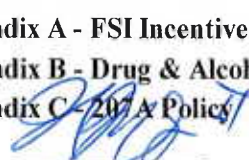


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**ARTICLE 1
PREAMBLE**

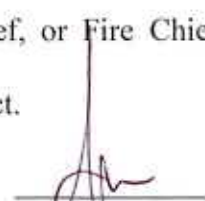
1.1 Preamble. This collective bargaining agreement (hereinafter the “Agreement”) is by and between the Barnard Fire District (hereinafter the “District”) and the Greece Uniformed Fire Officers’ Association, Local #4640, International Association of Fire Fighters, AFL-CIO (hereinafter the “Union”). It is the purpose of this agreement to achieve and maintain harmonious relations between the District and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment for the full-time employees of the District who occupy the civil service classification of Fire Lieutenant, Fire Captain or Battalion Chief.

**ARTICLE 2
DEFINITIONS**

- 2.1 “**Agreement**” refers to this collective bargaining agreement.
- 2.2 “**District**” refers to the Barnard Fire District.
- 2.3 “**Union**” refers to the Greece Uniformed Fire Officers’ Association, Local #4640.
- 2.4 “**President**”, “**Vice President**”, “**Secretary**”, and “**Trustee**” refer to the respective officers of the Union.
- 2.5 “**Executive Board**” refers to the Executive Board of the Union.
- 2.6 “**Member**” and “**Employee**” refer to all full-time employees of the District who occupy the civil service classification of Fire Lieutenant, Fire Captain, or Battalion Chief regardless of their membership status with the Union pursuant to the regulations set forth in Article 3 of this Agreement.
- 2.7 “**Lieutenant**” refers to all full-time employees of the District who occupy the civil service classification of Fire Lieutenant regardless of their membership status with the Union pursuant to the regulations set forth in Article 3 of this Agreement.
- 2.8 “**Captain**” refers to all full-time employees of the District who occupy the civil service classification of Fire Captain regardless of their membership status with the Union pursuant to the regulations set forth in Article 3 of this Agreement.
- 2.9 “**Battalion Chief**” refers to all full-time employees of the District who occupy the civil service classification of Battalion Chief regardless of their membership status with the Union pursuant to the regulations set forth in Article 3 of this Agreement.
- 2.10 “**Board**” refers to the Board of Fire Commissioners of the Barnard Fire District.
- 2.11 “**Fire Chief**” or “**Chief**” refers to the highest-ranking Career Chief or his replacement as designated by the Board. NOTE: This definition applies for the scope of this document and for powers, authorities and responsibilities granted to the Fire Chief under this document. This definition should not be construed to limit the District’s authority to appoint or utilize volunteer chief officers in operational capacities.
- 2.12 “**Management**” refers to the Board, Assistant Chief, and Chief and does not refer to Battalion Chief.
2.12.1 The board may designate additional management personnel in writing to the Union a minimum of fifteen (15) days prior to the effective date of the designation.
- 2.13 “**Supervisor(s)**” and “**Officer(s)**” refers to any Career Fire Lieutenant, Career Fire Captain, Career Battalion Chief, Incident Commander or any Career Firefighter or Firefighter/Paramedic while acting in the capacity of a Career Officer.
- 2.14 “**Chief Officer**” refers to any Battalion Chief, Assistant Chief, Deputy Chief, or Fire Chief as appointed by the Board, and regardless of Civil Service classification.
- 2.15 “**MTO**” refers to the Board designated Municipal Training Officer for the District.

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- 2.16 **“Company Officer”** refers to the position of a career supervising apparatus officer and refers to any employee permanently or temporarily assigned to function in that role. An employee assigned to the role of Company Officer will remain available and will respond to emergencies with the company to which they are assigned.
- 2.17 **“Duty Officer”** refers to the position of a supervising officer and refers to any employee assigned to function in that role, regardless of rank or Civil Service classification. An employee assigned to the role of Duty Officer will remain available to respond to emergencies either on a command vehicle or other apparatus. This role is distinguished from Company Officer in that a person assigned to this role is generally functioning in a command and/or administrative capacity.
- 2.18 **“CPLR”** refers to the NY Code Civil Practice Laws and Rules.

**ARTICLE 3
RECOGNITION, DUES & AGENCY SHOP**

- 3.1 **Exclusive Bargaining Unit.** The District recognizes the Union as the exclusive bargaining unit and negotiating representative for all full-time paid employees with the civil service classification of Fire Lieutenant, Fire Captain, and Battalion Chiefs and excluding all other employees, including full-time and part-time Firefighters and Firefighter/Paramedics; full-time and part-time Laborers, EMTs and Paramedics; Fire Chief(s), Assistant Fire Chief(s), Deputy Chief(s); administrators, office and clerical employees; and excluding all volunteer personnel.
- 3.2 **Agency Shop.** As required by law, this is an Agency Fee agreement, under which all bargaining unit members are required to pay a uniform amount as representation costs, whether or not they choose to become and/or remain members of the Union.
- 3.3 **Refund of Political Action Fees.** The Union shall maintain a procedure that provides for the refund to any employee demanding the same of this pro-rata share of the expenditures by the Union in aid of activities or caused of a political or ideological nature only incidentally related to terms and conditions of employment.
- 3.4 **Dues & Fees.** Agency Fee deductions, membership dues, fees and assessments, and other deductions agreed upon by the District and the Union shall be deducted bi-weekly and forwarded to the Secretary/Treasurer of the Union not later than 14 days from the pay-date of the deductions.
- 3.5 **Deduction Authorizations.** The Union shall maintain and provide copies to the District of written deduction authorization for all Union dues, fees, assessments, and other deductions for each Member.
- 3.6 **Revocation of Deduction Authorizations.** Upon receipt by the District of a written revocation of a dues deduction authorization, the District shall honor the same, but shall thereafter commence and maintain the required Agency Fee deduction.
- 3.7 **Hold Harmless Clause.** The District shall be responsible for the deduction of fees and dues in accordance with the provisions of the Article, and the Union shall defend and hold harmless the District against any claim arising out of said deductions and transmittal of dues and fees to the Union.
- 3.8 **Changing of Dues & Fees.** The Union may change the amount of dues or other deductions upon written notice to the District. The deduction changes shall take effect during the pay period following receipt of the written notice by the District, unless otherwise specified by the Union for a later date.

**ARTICLE 4
DISCRIMINATION**

- 4.1 **Gender References.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.

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- 4.2 **Discrimination.** The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, gender, gender identity or expression, sexual orientation, national origin, marital status, arrest record or non-job-related disability, as provided under federal and state laws and regulations. In the event of a claim by an employee of unlawful discrimination, the employee may utilize the grievance procedure herein, provided, however, that no such claim may be submitted to arbitration; rather, if unresolved, the claim shall be submitted to the state or federal agency having jurisdiction.
- 4.3 **Union Participation.** There shall be no discrimination by the Union or District because any Member has participated in or refrained from membership in the Union; membership in parent organizations or affiliate organizations of the Union; or activities on behalf of any of the aforementioned groups. In the event of a claim of such discrimination, the matter shall be subject to the exclusive jurisdiction of the Public Employment Relations Board.

ARTICLE 5 DISTRICT RIGHTS

- 5.1 **District Rights.** The District retains the sole right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of its service operation to be conducted and rendered to include the methods, process and means used in operating its services and the control of the buildings, real estate, materials and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in supplying its services shall be performed by employees covered by the Agreement; to maintain order and efficiency in all work assigned, including the right to discipline, suspend, and discharge employees; to determine the hours of work; to promulgate and enforce rules and regulation for the conduct of employees; provided, however, that the forgoing rights shall be subject to any limitations that are contained in any article or section of this Agreement.
- 5.2 **Retention of Rights.** The above rights of the District are not all-inclusive, but indicate the types of matters or rights that belong to and are inherent to the District through the Board. Any and all rights, powers and authority held by the District prior to entering into this Agreement, including all common law management rights and prerogatives, as well as rights arising under the laws of the State of New York or the United States, are retained and preserved by the District, except as expressly and specifically abridged, delegated, granted or modified by a specific provision of the Agreement.
- 5.3 **Failure to Exercise Rights.** The failure of the District to exercise a particular management right or function shall not constitute a waiver of the District's right to exercise such management right or function.

ARTICLE 6 POLICIES & PROCEDURES

- 6.1 **Adoption.** The Board retains the sole discretion to adopt policies and procedures for the operation and administration of the District. The Board further retains the sole discretion to amend, modify or delete such policies and procedures from time to time. Such policies and procedures shall not contradict the specific language of any article or section of this Agreement.
- 6.2 **Union Review Period.** Before adoption of a new or revised policy or procedure, the Union shall be provided with a copy of the proposed policy or procedure and shall be given a reasonable opportunity to comment upon the proposed new or revised policy or procedure. Such opportunity to comment, however, will in no way impair the District's unilateral right to implement the new or revised policy or procedure.


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- 6.3 **Notice of Adoption.** Upon adoption of any new or revised policy or procedure of the District which effects the wages, hours, or terms and conditions of employment for employees shall be provided to all employees in writing a minimum of fifteen (15) days prior to the effective date of the policy or procedure, unless the Board or Fire Chief deems the policy or procedure to be of crucial importance to the safety of employees or operation of the District.
- 6.4 **Right to Grievance.** Any rule or regulation of the Fire District affecting the wages, hours or terms and conditions of employment for employees shall be subject to the right of the employee to file and process a grievance to protest any unfair application or discriminatory enforcement.
- 6.5 **Provision to Employees.** The District shall provide each employee with a current written copy of all policies and procedures, and each employee shall acknowledge receipt in writing. New or revised policies and procedures shall be provided to employees in writing upon adoption of the policy or procedure.
- 6.6 **Electronic Notifications.** The District shall be permitted to utilize electronic means to distribute and/or obtain acknowledgement of notifications required by Sections 6.2, 6.3 and 6.5, so long as the electronic mechanism is easily accessible to all employees and is provided to the employees by the District at no cost to the employee.

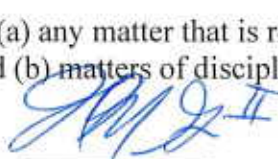
**ARTICLE 7
DISCIPLINE & DISCHARGE**

- 7.1 **Applicable Law.** All disciplinary action, including suspensions and terminations, shall be conducted in accordance with Section 75 of the Civil Service Law with exception of those matters covered under Section 7.4 below.
- 7.2 **Union Representation.** An employee subjected to a pre-disciplinary interview or interrogation shall be informed of his right to Union representation, but this shall not apply to written or verbal counseling of a corrective nature administered by Management or Supervisors, which shall not be considered formal discipline. The Union shall be provided a copy of any written counseling memo with employee's consent.
- 7.3 **Hearing Officers.** The selection of a hearing officer to conduct a Section 75 hearing shall be chosen from a list of hearing officers and will be mutually agreed upon by the District and Union.
- 7.4 **Command Discipline.** The District may offer, and an officer may agree to accept command discipline without the notice and hearing rights afforded by Civil Service Law for minor violations of the District's rules and regulations, general orders, or code of conduct.
 - 7.4.1 Once the District and the officer have agreed to command discipline in writing, then the discipline shall be final and shall not be subject to the grievance procedure or subject to appeal in any other manner, including a proceeding under Article 78 of the CPLR.
 - 7.4.2 Command discipline of an employee shall not establish a precedent for the discipline of any other employee.

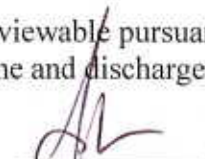
**ARTICLE 8
GRIEVANCE PROCEDURE**

- 8.1 **Applicability.** The term "Grievance" shall be defined as a dispute between the Union and the District arising out of the application or interpretation of a provision of this Agreement. Grievances shall be subject to resolution through this procedure, except as otherwise specifically outlined in Article 4 and Section 8.2 of the Agreement.
- 8.2 **Civil Service Matters.** This procedure shall not apply to (a) any matter that is reviewable pursuant to administrative procedures or the rules of Civil Service, and (b) matters of discipline and discharge that are subject to Section 75 of the Civil Service Law.

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- 8.3 **Terms of Grievance.** All grievances shall be submitted and appealed in writing, and all decisions shall be in written form. The time limits for filing or appealing a grievance are considered mandatory and conditions precedent to arbitration, unless waived or extended by written agreement. The failure of the District to answer a grievance in a timely fashion shall permit the grievant to appeal to the next stage as if the written decision had been delivered on the last day of the time limit.
- 8.4 **Initial Grievance.** A written grievance must be presented to the Fire Chief not later than fifteen (15) calendar days after the act or omission-giving rise to the grievance, and the member shall furnish a copy to the Union President. The Fire Chief and another member of management shall discuss the grievance with the employee and his Union representative. The Fire Chief shall provide a written answer within fifteen (15) calendar days from the date on which the written grievance was submitted to him.
- 8.5 **Appeal to Board.** An appeal of the Fire Chief's decision must be made in writing to the Secretary of the Board within fifteen (15) calendar days. At its next regularly scheduled meeting, the Board shall consider the grievance, or it shall set a time and date for the grievance to be heard within fifteen (15) calendar days thereafter. The Board shall render a decision on the grievance within fifteen (15) calendar days after the grievance is heard.
- 8.6 **Arbitration.** With the permission of the Union, a member may appeal a decision of the Board to final and binding arbitration, by written appeal to the Secretary of the Board within fifteen (15) calendar days after the Board decision is rendered. The Union and the District will then use the procedures of the Public Employment Relations Board in selecting an arbitrator, who shall be subject to the following limitations: (a) the arbitrator shall decide only one grievance, except upon mutual consent; (b) the arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement; (c) the arbitrator may not award retroactive relief in any case except the matter before him.
- 8.7 **Expenses.** The parties shall share the fees and expenses of the arbitrator, but all other expenses shall be borne by the party incurring them.

**ARTICLE 9
PROMOTIONAL ANNOUNCEMENTS & EXAMINATIONS**

- 9.1 **Posting.** Announcements for promotional examinations shall be posted conspicuously in the firehouse.
- 9.2 **Time Off.** Employees shall be granted leave time to take a promotional civil service exam. Employees are expected to immediately return to work at the completion of the examination.

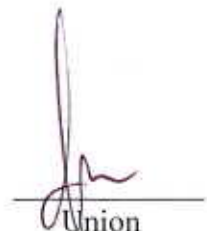
**ARTICLE 10
UNION NOTIFICATION**

- 10.1 **Notification & Time Frame.** Unless otherwise specified, all required notifications to the Union provided for within the Agreement shall be made in writing within 7 days from the event which precipitated the notification to the Vice President. In the event that the Vice President is not available after a reasonable attempt to contact him, or that the Vice President is involved in the incident that would otherwise precipitate his notification, notification should be made to the Trustee, or to the President of the Union.

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10.2 **Seniority List.** The District will establish and provide to the Union a current seniority list for All Members, Lieutenants, Captains, and Battalion Chiefs which shall be updated as necessary (new hires, leaves of absence, promotions, layoffs, etc.).

10.2.1 Subject to Civil Service Law requirements, seniority shall be determined by the length of continuous service an employee has with the District from the date of full-time employment as a civil service firefighter. An employee's seniority shall be suspended, but not broken, by transfer to a position with the District outside the bargaining unit. In the case of employees with the same start date, the tie shall be broken first by position on the civil service list (if applicable), next by the date of appointment, and then alphabetically by last name first. An employee who resigns or is terminated shall lose his seniority, except as may be required under the Civil Service Law or Military Law.

10.3 **Notifications.** The Vice President shall be provided with the following information concerning union members as soon as possible: new appointments, promotions, transfers, terminations, leaves of absence (in excess of one month), serious injuries (requiring hospital admission), or deaths.

**ARTICLE 11
UNION BUSINESS**

11.1 **Union Release Time.** The Vice President of the Union and/or his designee shall be allowed a maximum of forty-eight (48) hours per year as release time without loss of pay, in not less than one hour increments per individual if the Vice President arranges for a replacement or not less than 3 hours if the Vice President asks the Fire Chief to arrange the replacement. This allowance is for the following purposes: grievance investigation (provided this cannot be done during working time); local, state or national union meetings, conventions or seminars; grievance hearings; PERB proceedings or other matters involving the Union.

11.2 **Bulletin Board.** The Union will be allowed the exclusive use of a bulletin board in the firehouse in an approved area for official Union communication. Materials placed on such boards shall not contain any material derogatory of the District, Union or Volunteer Fire Department, their policies, procedures or personnel.

11.3 **Cabinets.** The Union will be allowed to maintain a file cabinet and a supply cabinet for the purpose of keeping Union material, documentation and supplies in an approved area in the firehouse.

11.4 **Union Meetings.** The Union shall be allowed to conduct regular and special union meetings on Fire District grounds, so long as the meetings schedules are forwarded to the Fire Chief no less than 30 days in advance for regular meetings and no less than 7 days in advance for special meetings and so long as the meetings do not impose upon other Fire District business and events. On-duty personnel shall be permitted to attend Union meetings so long as the meeting does not conflict with other District Business and on-duty personnel remain available to respond promptly to any District business which may arise.

**ARTICLE 12
EDUCATION & TRAINING**

12.1 **On The Job Fire Training.** The District will continue training programs wherein employees will receive on the job, fire related training. This on the job training shall include, but not be limited to, the minimum requirements for annual training for career firefighters as outlined by New York State law and shall be made reasonably accessible to employees.

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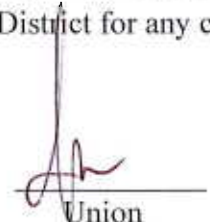

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- 12.2 **Compensated Training.** Compensated Training shall be paid for by the District including costs of tuition, registration, travel, lodging, and books or supplies. Employees will be compensated for the hours missed from work to attend training at their regular rate and will be compensated at their extra time rate for the number of hours spent attending training that exceed the number of hours missed from work.
- 12.3 **On-Your-Own Training.** "On-Your-Own" training shall be covered in full by the employee, with the exception of any required sponsorships/insurance coverage. All expenses for tuition, registration, travel, lodging, meals, books or supplies are the responsibility of the employee. All regular work hours must be covered with accrued time, vacation, or swaps. "On Your Own" training may only occur at the request of the employee. The Fire Chief, at his discretion, may allow release time from regularly scheduled hours without loss of vacation or compensatory time for On-Your-Own Training.
- 12.4 **EMS Training.** The District will continue to provide ALS & BLS core-content and CME training in-house to employees. Due to the nature of EMS training some classes required for certification may have to be taken off-site. This training shall be made available to all employees on or off duty.
 - 12.4.1 It is understood that some EMS classes may not be available in-house as a result of class and instructor availability. In such cases, the District agrees to pay tuition or enrollment fees associated with any classes required for recertification. This benefit shall not apply to classes that have already been offered in-house during the course of an employee's certification for that particular class.
 - 12.4.2 An employee shall be compensated at the employee's extra time hourly rate for any on-site or off-site EMS training up to twenty-four (24) hours per calendar year. The training must be pre-approved by the Fire Chief or his designee. Training attended under Sections 12.4.3 and 12.5 shall not count towards the 24-hour annual maximum.
 - 12.4.3 The District may request that employees attend off-site EMS training, or EMS training above and beyond what is required for their NYS EMT-B or EMT-P certification and/or recertification. Such training shall be considered Compensated Training as defined in Section 12.2 above.
- 12.5 **EMS Advancement Training.** Any employee who wishes to advance their EMS certification beyond their current level to the EMT-P level, shall be granted leave time without loss of pay for attendance at an approved NYS certification course, subject to the following conditions:
 - 12.5.1 In order to qualify for release time, an employee must have completed twenty-four (24) full months of service prior to the start of the course.
 - 12.5.2 Employees must submit their request in writing, to the Chief Paramedic & Fire Chief no later than 60 days before the start of the class. Once approved by both, it will be forwarded to the Board for a final decision on the request.
 - 12.5.3 Leave time shall be granted for attendance in mandatory classroom sessions only. The employee is expected to schedule clinical rotations, field ride time, etc. during their non-working hours, or utilize vacation or accrued time for those activities.
 - 12.5.4 The employee shall be responsible for any tuition, textbooks, and other classroom materials required for attendance in associated classes.
 - 12.5.5 In the event that multiple qualified employees make requests for the same certification classes, and the Fire Chief deems that their attendance at such class will place an excessive burden on the operation of the Fire District, then class attendance shall be granted based on seniority. A member who is approved for this training must successfully complete the course, clear in the MLREMS system, agree to retain the certification, and continue employment with the District for 5 years. Failure to do this will require the candidate to reimburse the District for any costs incurred when leave time was granted.

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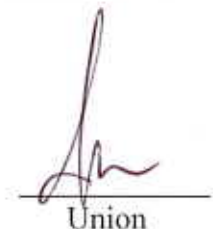

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- 12.6 - Mandated Training.** The District may require or request that employees attend off-site training. The Fire Chief and/or MTO shall make recommendations to the Board about what training is appropriate, how many and which employees should attend, and at what times the employees should attend. Training of this nature shall be considered Compensated Training as defined in Section 12.2 above.
- 12.6.1** A minimum of thirty (30) days notice must be provided to employees for MANDATORY out of county training, unless the employee is agreeable otherwise.
- 12.7 Requested Training.** Employees may request additional training opportunities in writing to the MTO, Chief Paramedic or Fire Chief based on the type of request. Requests should be submitted as early as possible to facilitate planning and/or budgeting for such training. Such requests may be subject to approval by the Board.
- 12.8 Course Materials.** Any books or course materials paid for by the District, beyond the cost of tuition or enrollment, under the terms of Full Compensation training, shall become the property of the District. At the option of the employee, they may purchase their own books or course materials and subsequently retain possession of said materials.
- 12.9 Meals Reimbursement.** Employees attending approved District training will be reimbursed for meals based on the present Board Resolution for Meal Reimbursement. This will not include 1-day training sessions occurring within Monroe County or "On Your Own" training.
- 12.10 Mileage.** Employees attending approved District Training will be reimbursed for miles traveled from the firehouse to a training destination based on the present Board Resolution on Mileage Reimbursement. This will not include 1-day training sessions within Monroe County or "On Your Own" training. In lieu of mileage the District may offer the use of a district vehicle for training purposes. If the employee refuses the use of a District vehicle (when available), the employee may not request mileage reimbursement from the District.
- 12.11 Accrued Time Compensation.** In lieu of monetary compensation the employee may take in accrued time, any compensated training hours provided that it shall not exceed the allotted hours as stated in Section 15.2 of this agreement.

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**ARTICLE 13
SALARY, LONGEVITY & INCENTIVE PAY**

13.1 Salary. The following salary schedules shall be applied to Union members during the term of this Agreement. Hourly rates shall be based on a forty-two (42) hour workweek (2184 hours annually).

PERCENTAGES

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Salary Percentage Increase	2.00%	2.50%	2.50%	2.50%	2.50%

LIEUTENANT (ANNUAL)

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Upon Appointment	\$91,948.51	\$94,247.22	\$96,603.40	\$99,018.49	\$101,493.95
After 6 Months	\$93,780.96	\$96,139.68	\$98,542.08	\$101,010.00	\$103,521.60
After 12 months (1 year)	\$96,601.80	\$99,016.85	\$101,492.27	\$104,029.57	\$106,630.31
After 24 months (2 years)	\$100,464.77	\$102,976.39	\$105,550.80	\$108,189.57	\$110,894.31

CAPTAIN (ANNUAL)

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Upon Appointment	\$105,488.52	\$108,125.73	\$110,828.88	\$113,599.60	\$116,439.59
After 12 months (1 year)	\$108,125.99	\$110,829.14	\$113,611.68	\$116,439.86	\$119,350.86
After 24 months (2 years)	\$110,829.43	\$113,600.16	\$116,440.17	\$119,351.17	\$122,334.95

BATTALION CHIEF (ANNUAL)

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Upon Appointment	\$113,400.00	\$116,235.00	\$119,140.88	\$122,119.40	\$125,172.38
After 12 months (1 year)	\$116,025.00	\$118,925.63	\$121,898.77	\$124,946.23	\$128,069.89
After 24 months (2 years)	\$118,650.00	\$121,616.25	\$124,656.66	\$127,773.07	\$130,967.40

LIEUTENANT (HOURLY)

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Upon Appointment	\$42.10	\$43.15	\$44.23	\$45.34	\$46.47
After 6 months	\$42.94	\$44.02	\$45.12	\$46.25	\$47.40
After 12 months (1 year)	\$44.23	\$45.34	\$46.47	\$47.63	\$48.82
After 24 months (2 years)	\$46.00	\$47.15	\$48.33	\$49.54	\$50.78

CAPTAIN (HOURLY)

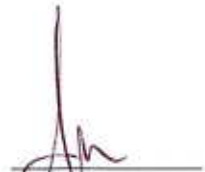
	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Upon Appointment	\$48.30	\$49.51	\$50.75	\$52.01	\$53.31
After 12 months (1 year)	\$49.51	\$50.75	\$52.02	\$53.32	\$54.65
After 24 months (2 years)	\$50.75	\$52.01	\$53.32	\$54.65	\$56.01

BATTALION CHIEF (HOURLY)

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Upon Appointment	\$51.92	\$53.22	\$54.55	\$55.92	\$57.31
After 12 months (1 year)	\$53.13	\$54.45	\$55.81	\$57.21	\$58.64
After 24 months (2 years)	\$54.33	\$55.69	\$57.08	\$58.50	\$59.97

Initials


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13.2 **Paramedic Incentive.** Any member who is certified at the NYS EMT-Paramedic Level, and successfully clears and maintains clearance in the MLREMS system at the EMT-Paramedic Level, shall have \$2.29 per hour added to his or her hourly rates as listed in the corresponding (Hourly) charts in Section 13.1. This adjustment shall apply to all hourly rates which are subsequently calculated based on this rate.

13.3 **Longevity Pay.** Employees shall be eligible for longevity pay based on total years of service with the Barnard Fire District. Longevity pay will be paid in 26 equal payments added to the employees 26 bi-weekly pay checks throughout the year. Payments shall begin or be adjusted to the next level with the first paycheck following the employee's anniversary that qualifies them for each payment amount.

	<u>Annual</u>	<u>Bi-Weekly</u>
After 5 years	\$1,500	\$57.70
After 10 years	\$2,000	\$76.93
After 15 years	\$2,500	\$96.16
After 20 years	\$3,000	\$115.39
After 25 years	\$3,500	\$134.62

13.4 **Fire Service Instructor Incentive.** All employees who meet the requirements of 13.5.1 below shall be eligible to receive a Fire Service Instructor incentive of \$1,000 annually which will be paid as a lump sum payment in a separate check (from the employee's regular paycheck) on October 15th of each year.

13.4.1 Receipt of this incentive is subject to the standards set forth in Appendix A of this Agreement. The member shall forfeit this incentive if the requirements in Appendix A are not met during the 12-months immediately preceding October 1st of each calendar year.

13.4.2 Employees shall not be eligible to receive this stipend until they have completed 3 full years of full-time employment.

13.5 **Acting Above Current Rank.** For all hours worked as an Acting Officer higher than their appointed rank, the employee shall be paid the "Upon Appointment" hourly rate of the position that they are acting into. This applies to Lieutenants, Captains and Battalion Chiefs.

13.5.1 To be eligible to act in a higher rank, the member must meet the Barnard Fire District qualifications for the rank in which they are acting.

13.5.2 Only Firefighters or Firefighter/Paramedics who have passed and are listed on a valid Monroe County Civil Service promotional or open competitive Fire Lieutenant list may serve as an Acting District Lieutenant. In addition, the Firefighter must meet the qualifications for Acting Lieutenant of the Barnard Fire District.

13.5.3 Employees covering shifts within their same normal job function who happen to be covering for a higher-ranking employee are NOT considered to be acting in that higher capacity.

13.5.4 Lieutenants shall be elevated to Captain "upon appointment" pay rate, Captain to Battalion Chief "upon appointment" pay rate, and Battalion Chiefs shall be raised to the current starting salary for the position in which they are acting.

13.6 **Hourly Rates.** The following hourly rates shall be established and utilized for compensation purposes throughout the Agreement.

13.6.1 The employee's hourly rate, normal hourly rate, extra time rate, extra time hourly rate or regular hourly rate shall be the hourly rate listed in Section 13.1 above, plus any additional hourly premium applicable from Sections 13.2, 13.3 and 13.6. This shall be deemed the "default" hourly rate and shall be utilized unless the hourly is otherwise specified in a specific article of this Agreement. The employee's overtime rate or overtime hourly rate shall be equal to 1.5 times their normal hourly rate.

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ARTICLE 14
RETIREMENT & DEFERRED COMPENSATION

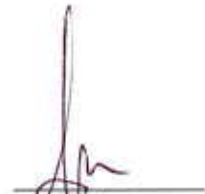
- 14.1 **Retirement.** Employees shall be eligible for coverage under Retirement and Social Security Law Section 384-d, according to the terms and conditions of those plans.
- 14.2 **Retirement or Resignation Incentive.** Employees with at least 20 years of service to the District who provide a minimum of 6 months notice of their intent to resign or retire shall be entitled to a one-time payment of \$2500 in their final paycheck, provided that they give a written notice to the Fire Chief that includes an estimated date of separation and then subsequently retire or resign effective on that date or within 30 days after that date.
- 14.3 **Deferred Compensation.** The Fire District will maintain a qualified Deferred Compensation Plan (Internal Revenue Code Section 457), with participation, rights and responsibilities subject to the terms of the Plan. The Fire District shall pay all administrative costs associated with this program.

ARTICLE 15
WORK SCHEDULES & OVERTIME


- 15.1 **Work Schedule.** The Fire District operates on a twenty-eight-day cycle, utilizing 4 duty groups. The normal work schedule for employees assigned to a group is one day (24 hours) working, followed by three days (72 hours) off. Shift change time will be at 08:00 hours. This time may be changed only upon mutual agreement by the Union and the District.
- 15.1.1 At least one Captain or Lieutenant shall be assigned to each group as a supervisor.
- 15.1.2 A Battalion Chief may be assigned to a group.
- 15.1.3 In the event a Battalion Chief is not assigned to a group, the Battalion Chief may be assigned to another schedule agreed upon by the Battalion Chief and Fire Chief pursuant to 15.1.4 with seniority within the rank prevailing for right of first refusal for assignment. The Fire Chief may consider a Battalion Chief's special skill set(s) in schedule assignment determination.
- 15.1.4 Members not assigned to a group rotation shall be assigned to a regular rotating schedule with an average of 42 hours weekly, except as provided for under section 15.1.6 below.
- 15.1.5 If the Board or Fire Chief deems it necessary for the efficient working of the District, one or more Members may be assigned a schedule other than group assignment. Whenever possible the Board shall give any such Members as much notice as possible prior to the implementation of such a schedule.
- 15.1.6 Probationary Members or Members assigned to light or modified duty due to an injury or illness which prevents them from full duty may be assigned to a modified schedule as the Fire Chief or the Board sees fit.

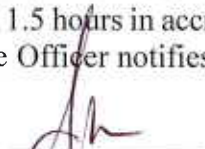
Initials


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- 15.2 Accrued Time.** An employee may accumulate accrued time as outlined in the Agreement to a maximum of 192 hours. Accrued time shall not expire and shall roll forward indefinitely. If an employee has reached the maximum accrued time, and has earned hours, the employee must be paid for the hours.
- 15.2.1** An officer promoted to lieutenant on or before December 31st, 2011 shall be allowed to accumulate up to 240 total hours of accrued time.
- 15.2.2** Upon retirement or resignation up to 150 hours of accrued time will be paid to the employee at their current regular hourly rate. Any additional hours (above 150) must be used by the member, in accordance with this section, prior to retirement or resignation or it will be forfeited.
- 15.2.3** Accrued time requested at least 48 hours prior to the start of the shift being requested off will not be denied provided that a suitable replacement has been arranged, appropriate notification has been made to the Fire Chief, and there is no undue disruption of the District as result of the request. The Fire Chief may also approve requests with less notification time at his discretion. Furthermore, the District reserves the right to enact policies for the scheduling and notification process for usage of accrued time so long as they do not directly conflict with any part of this agreement.
- 15.2.4** All members shall be allowed to receive cash payment for earned compensatory time for up to, but not to exceed forty (40) hours. In no event shall the payment exceed the actual number of hours in the Officer's bank at the time the check is issued. Time will be removed from the bank in the pay period the check is issued. This benefit is not eligible for payout in any pay period in the months of December, January, or February. All other months are eligible; however the officer must make the request at least 30 days prior to the end of the pay period in which they wish to receive the payout.
- 15.3 Overtime.** Employees shall be paid at their overtime rate or take 1.5 hours of accrued time (at the employee's discretion) for each actual hour worked in excess of two hundred-two (212) hours in a designated twenty-eight (28) day period, in accordance with the Fair Labor Standards Act. This twenty-eight (28) day period shall be tracked by the Fire Chief.
- 15.4 Short Notice Overtime.** Employees shall be paid at their overtime rate or take 1.5 hours of accrued time (at the employee's discretion) for each actual hour worked outside their normal work schedule, when they have been given less than twenty-four (24) hour notice from the start of the shift. This shall not apply to hours which fall under Sections 15.6 or 15.8 of this Agreement.
- 15.5 Ordered to Duty.** An officer ordered back to duty shall be paid at their overtime rate or take 1.5 hours of accrued time (at the officer's discretion) for each actual hour worked, or three (3) hours, whichever is greater. To be considered ordered to duty, an officer must have been individually ordered by a member of Management or on duty Officer acting at the direction of the Fire Chief, or by a group page which orders all career officers to return to duty. This benefit shall not apply to hours that fall under Section 15.8.
- 15.6 Mandated Appearances.** An employee mandated for a court or administrative agency appearance on behalf of the District shall be paid for (at their extra time rate) or take in accrued time (at the employee's discretion) their hours worked, or three (3) hours, whichever is greater. An employee mandated or called back for a meeting shall be paid for (at their extra time rate) or take in accrued time (at the employee's discretion) the duration of the meeting or three (3) hours, whichever is greater.
- 15.7 Extra Shifts.** Employees working outside their normal schedule shall be paid for (at their extra time rate) or take in accrued time (at the employee's discretion) the actual hours worked, for all hours which do not fall into sections 15.3 through 15.6 above.
- 15.8 Voluntary Return.** An employee who voluntarily returns to work during a declared serious incident (i.e., working fire, storm, MCI, etc.) shall be paid (at their overtime rate) or take in 1.5 hours in accrued time (at the employee's discretion) for each actual hour worked from the time the Officer notifies the District of return until released by the Incident Commander.


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- 15.9 **Shift Exchange/Shift Trade.** Shift exchanges, Shift trades or even swaps, shall be permitted.
- 15.9.1 In the event an employee does not show up or calls in sick for a shift which they agreed to even swap, the employee will be docked either vacation or accrued time, at the employee's choice for the number of hours that the employee had agreed to work.

**ARTICLE 16
MINIMUM STAFFING & SHIFT VACANCIES**

- 16.1 **Normal Staffing & Minimum Staffing.** The District shall maintain, by resolution, a policy or set of policies that define Normal Staffing and Minimum Staffing.
 - 16.1.1 The minimum staffing policy shall include a stipulation that at least one Company Officer shall be on duty at all times.
 - 16.1.2 Additionally, the normal staffing policy shall stipulate that for each regularly scheduled fully staffed company, a career company officer shall be assigned to the company. A "fully staffed company" is defined as a 3-person Engine. The District is not obligated to staff additional company officers for 2nd or 3rd Engines consisting of two (2) or less personnel. However, the District shall maintain company officer staffing pursuant to section 16.1.1 of this agreement.
- 16.2 **Overtime Lists.** The District shall maintain an overtime list for Company Officers and Duty Officers. The list shall include the employee, their overtime total (as defined below) and their current position on the list.
 - 16.2.1 Each year, the list shall be reset, and all overtime totals shall be set to zero.
 - 16.2.2 The order of the Officers' Overtime List shall be set such that the employee with the lowest number of total hours of extra time worked and assigned for the calendar year would be at the top of the list, while the employee with the highest total hours is at the bottom.
 - 16.2.2.1 Additionally, hours worked on "even swaps" shall not count towards this total.
 - 16.2.2.2 If multiple employees have the same number of total hours, the employee with the lower badge number will be deemed the higher ranked employee on the list.
 - 16.2.3 Whenever existing employees are promoted into a new job classification, their names shall be added to any new applicable list and their total overtime calculation shall be utilized, regardless of whether the hours were earned before the promotion. Promotion to a new title DOES NOT reset the overtime calculation.
 - 16.2.4 If a new employee is hired (other than a promotion) on or after March 1 of the calendar year into one of the above job classifications, that employee shall be assigned an adjustment value for their overtime calculation that is equal to the average overtime total for all other employees on the list as of the start date of the new employee. For the remainder of that calendar year, the new employee's overtime value shall be the actual overtime calculation plus the adjustment value.
 - 16.2.5 The overtime list for Company Officers shall include ALL lieutenants and captains, regardless of current assignment.
 - 16.2.6 It shall be the sole responsibility of each employee to ensure that the contact number on the overtime list or in the scheduling software is accurate. The District shall not be responsible for an employee not being contacted due to incorrect or changed contact information that has not been updated.

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16.3 **Officer Shift Vacancies.** When the need to fill an officer shift arises, first preference will go to another suitable officer on the applicable officers' overtime list and in accordance with the terms below.

16.3.1 Any officer on the applicable officers' overtime list should be deemed suitable as long as working the vacant shift will not require them to exceed the maximum allowable work hours as defined by District policies and procedures, and the officer filling the vacancy allows for compliance with Minimum Staffing requirements. Shift splitting (day/night) shall be allowed in accordance with current District practices. The District reserves the right to move an employee to the bottom of the overtime list if the employee has already worked or been assigned to 212 or more hours in the current designated 28-day FLSA period.

16.3.2 The exact manner and procedure by which the shifts are filled shall be subject to a written procedure to be mutually agreed upon between the Fire Chief and the Union. The term of the procedure must address or include the following:

16.3.2.1 The district shall use an electronic system for tracking and notifying employees of schedule, open shifts, shifts to be filled, time-off requests and approval and the current state of the overtime list(s) that is accessible to all employees from inside and outside the firehouse.

16.3.2.2 The Fire Chief (or his designee) shall be responsible to address requests for time off (including vacation, compensatory time or other requests) as soon as reasonably possible after the request has been submitted, which in any case should not exceed 7 days after submission unless extenuating circumstances exist.

16.3.2.3 All eligible employees must have an equal and fair opportunity to bid/select vacancies which they would like to fill.

16.3.2.4 Time frames established for filling shifts must be reasonably established to balance employee notification time with the operational needs of the district. It is understood that short-notice vacancies will require shorter windows of opportunity than longer-notice vacancies.

16.3.2.5 Shifts shall be awarded in order by the current position on the applicable overtime list. (Highest rank/lowest hours).

16.3.3 In the event that no suitable officer is able to be found from the Company Officer list, then the District may elevate a firefighter or firefighter/paramedic to acting Lieutenant capacity to function as a Company Officer.

16.3.4 In the event that another suitable officer is already scheduled to work outside of the Company Officer or Duty Officer role (ie staff officers, Chief, Assistant Chiefs) the District may elect to utilize that officer, for all or part of that shift, in lieu of bringing in an additional officer, provided that that officer is utilized in a manner consistent with the vacant position.


16.3.5 Duty Officers may work overtime slots where a vacancy exists by self-scheduling, utilizing the vacancy/fill function of the scheduling software in slots specifically reserved for Duty Officers and approved by the Fire Chief for this purpose.

16.3.6 All clauses of section 16.3 are intended to address the procedure for filling shifts when necessary and should not be misconstrued to indicate an obligation to fill all vacant officer shifts simply because they are vacant. The normal and minimum staffing policy shall guide when the District is obligated to fill a shift. However, whenever an officer shift is to be filled, even if "electively" by the district or in excess to minimum or normal staffing, the terms of this section shall apply.

16.4 **Firefighter Vacancies.** In the event that the district elects to or is required to fill a firefighter vacancy that cannot be filled with either a firefighter, firefighter/paramedic or a part-time employee, the shift may be offered to all officers (in accordance with their position on the overtime list) to try and fill.

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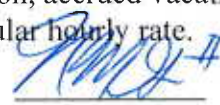
**ARTICLE 17
VACATIONS**

- 17.1 Vacation Banks.** All employees will be allowed paid vacation which will be tracked by the District in a vacation bank according to the stipulations set forth in this Article. All vacation banks shall start at zero (0) hours, and vacation shall be accrued based on time served to the District but will not be credited to vacation banks except as stipulated within this Article.
- 17.2 First Year Benefit.** At the completion of six (6) months of service to the District, an Employee shall have forty-eight (48) hours of vacation added to their bank for the previous 6 months worked. At the completion of one (1) full year of service to the District, and Employee shall have an additional forty-eight (48) hours of vacation added to their bank for the remainder of that first year.
- 17.3 Pro-rated Benefit.** On January 1st following their first anniversary, an employee shall receive a pro-rated benefit of eight (8) hours per full month of service that occurred between their anniversary date and January 1st. Each year after this pro-rated benefit, employees shall receive an annual benefit based on the schedule in Section 17.4.
- 17.4 Annual Benefit.** Employees shall have vacation hours added to their vacation bank on January 1st each year, based on the number of full years of service to the District as of that date, and as outlined in the table below, with the understanding that the vacation being added has been earned for time already served. This shall occur every year except the first January after the employee's first anniversary (see Section 17.2 and 17.3 above).

<u>Number of Full Years of Employment</u>	<u>Hours of vacation</u>
1+	138
3+	162
6+	186
10+	210
14+	234
18+	252
22+	264

- 17.5 Selection.** Employees will select vacation based on the policies set forth by the Fire Chief, which shall be subject to change at the sole discretion of the Fire Chief, so long as the policy fits within the following requirements:
 - 17.5.1** There shall be at least one designated selection period for vacation for each calendar year.
 - 17.5.2** Within the designated selection period preference shall be given by seniority within a given working group. Such preference shall be limited to not more than 96 hours of vacation time in each round of selection.
 - 17.5.3** Vacation shall be awarded on a first come – first served basis outside of the vacation election period.
 - 17.5.4** The Fire Chief retains the right to approve vacation requests prior to the election period for absences which require advanced planning or payment such that the designated election period would not provide sufficient time to do so, regardless of seniority.
 - 17.5.5** No employee shall be mandated to select their vacation within the vacation election period; however, if they do not utilize their vacation within the restrictions of this Article, that time is lost.
- 17.6 Roll-over.** A maximum of 84 hours of vacation may be carried over to the subsequent year. This shall be evaluated as of December 31, prior to the application of any new vacation on January 1st.
- 17.7 Retirement or Resignation.** Upon retirement or resignation, accrued vacation shall be reimbursed to the employee by the District at the employee's current regular hourly rate.

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**ARTICLE 18
HOLIDAYS**

- 18.1 **Recognized Holidays.** The District recognizes the following 10 days as official holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- 18.2 **Holiday Checks.** Holiday checks will be issued as a separate check on November 1st of each year, pursuant to the stipulations in sections 18.3 and 18.4 below.
- 18.3 **Amount of Benefit.** Members who have completed (1) full year of employment by November 1st will receive a check in the amount of Eighty-Four (84) hours at their current hourly wage, for the holidays listed in Section 18.1. Employees are not eligible for Holiday pay for any Holiday on which the employee uses sick leave (unless the employee provides a physician excuse) or military leave.
- 18.4 **Pro-rated Benefit.** Members who have not yet completed one (1) full year of employment by the November 1st will receive a pro-rated check in the amount of eight point four (8.4) hours at their current hourly wage, for each holiday listed in Section 18.1 that occurred on or between their start date and November 1st.
- 18.5 **Modified Schedule Assignments.** Members who have been assigned to a modified schedule (for example – straight days) and regularly work 4 or more days per calendar week, shall not be required to work more than five (5) of the ten (10) recognized holidays to be eligible for their holiday check. If their regular schedule would require them to work in excess of five (5) holidays, then they shall be granted leave on the extra holidays of their choice without loss of pay or vacation time.

**ARTICLE 19
SICK LEAVE & DISABILITY**

- 19.1 **Duty Related Injury/Illness.** Income protection and medical benefits for duty related illness and injury shall be provided under the General Municipal Law and Worker's Compensation Law, with all conditions, rights and remedies exclusively subject to the provisions of those laws, except as otherwise stipulated under Article 22.
- 19.2 **Sick Leave.** Union members shall be allowed sick leave for non-service related illness or injury. There is no set limit for sick leave or designated number of days except as noted in section 19.3 below. However, an employee absent on sick leave may not leave his/her residence during his/her normally scheduled work hours without permission, unless required for medical treatment, and Management or a Supervisor shall be notified in advance of such occasions.
- 19.3 **Total Sick Leave Benefit.** Employees shall have sick leave without loss of benefits according to years of service. This sick leave shall be a total benefit afforded to an employee in any twelve (12) month period.


0 to 5 years of service:	6 months full pay
Greater than 5 years of service:	9 months full pay
- 19.4 **Physician's Statement.** A physician's statement will be required if absence extends more than 1 scheduled shift, or greater than 24 hours of consecutive time if scheduled to a non-group assignment.
- 19.5 **Cooperation with referrals.** As a condition of receiving sick pay, an employee must cooperate with all medical referrals and recommended treatment and must accept light or modified duty if offered.
- 19.6 **Disability.** The Board may discontinue sick leave if the Fire District medical provider determines there is no reasonable chance that the employee will return to full duty without limitations or with limitations acceptable to and approved by the Board. Non-service-related disability issues will be addressed in accordance with Section 72 of Civil Service Law.

ARTICLE 20

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LEAVES OF ABSENCE

- 20.1 Bereavement Leave.** A Union member shall be entitled to time off without loss of pay for up to 3 consecutive shifts for the death of a spouse or child; up to two (2) consecutive shifts for the death of a brother, sister, mother, father, mother-in-law, father-in-law, grandchild, step parents, step child, grandparents or other relative living in the employee's household; and up to one (1) shift for the death of an aunt, uncle, niece, nephew, sister-in-law or brother-in-law. The foregoing leave allowances may only be used for the days between the day of death and the day after internment, excepting in the case of the death of a spouse or child, in which case one (1) shift may be granted after the day of internment. Members may request the use of accrued time, vacation time or unpaid leave days if additional time is needed for the death of one of the foregoing relatives, or to attend the funeral of a close relative not listed above. The Fire District may require verification of the need to utilize bereavement leave time. For purposes of calculation, a shift equals 24 hours or the equivalent number of consecutively scheduled hours for officers not assigned to a group rotation.
- 20.2 Court Leave.** Whenever a Union member is required to appear in a legal proceeding on behalf of the District, or resulting from his participation in District activities, he shall be granted release time without loss of pay when such appearance is required during normally scheduled working hours, and compensation as outlined in Section 15.6 of this Agreement for appearances outside of scheduled working time.
- 20.3 Jury Duty Leave.** Officers summoned for jury duty must notify the Fire Chief immediately and provide a copy of the summons. Release time without loss of pay shall be allowed for required jury duty. Officers shall report to work for normal duties when their presence is no longer required by the court, except that an officer shall not be required to return to work when there are two hours or less remaining in their shift upon release from jury duty, and (b) an officer working the night tour who must report for jury duty the following day shall be released by 22:00 hours. At his discretion, the Fire Chief may allow the use of vacation or accrued time if additional time is needed by the employee.
- 20.4 Childbirth, Maternity/Paternity and Adoption Leave.** All union members shall be entitled to leave as prescribed by the current Federal Family Medical Leave Act (FMLA) and State laws. An Employee who gives birth shall be granted up to six (6) weeks paid maternity leave, or eight (8) weeks if there are complications, which shall count towards the Total Sick Leave Benefit afforded under Section 19.3. An Employee who becomes a parent, but does not give birth, will be granted release time without loss of pay for the 48 consecutively scheduled hours on or immediately following the day of his child's birth or adoption. At his discretion, the Fire Chief may allow the use of vacation or accrued time if additional time off is needed.
- 20.5 Emergency Time.** Emergency time off without loss of pay may be granted at the discretion of a Career Officer for no more than 36 hours per calendar year. It is expected that after the emergency is over the employee will return to work.


ARTICLE 21 UNIFORMS & EQUIPMENT

- 21.1 Firefighting Gear.** The District shall provide each interior qualified member with a complete set of structural firefighting gear. Such gear shall meet or exceed all OSHA and NFPA standards for structural firefighting protective clothing and safety equipment. In addition, the District shall provide a backup set of the following items: Turnout Coat and Bunker Pants, Protective Hood & Gloves.

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- 21.2 **Duty Uniforms.** Requirements for uniforms shall be defined by the District Uniform Policy provided that the District shall provide all essential components of required uniforms. The District shall provide all employees on an annual basis (in the month of March) with these essential items, replaced as needed on a 1:1 basis and not to exceed the definitions herein. Essential items shall be defined as the following: Two (2) pair of duty trousers, three (3) duty t-shirts, one (1) polo shirt or button down uniform shirt (Class B), one (1) pair of duty shorts, one (1) pair sleeping shorts, and Class A Uniform. The Class A will be on an as needed basis determined by the Fire Chief. Essential items will not be replaced if current items are in serviceable order as determined by the Fire Chief or his designee.
 - 21.2.1 Upon hire or promotion, employees will be provided with one (1) approved sweatshirt and one (1) approved winter jacket. Upon promotion to a new rank, these items will be updated or replaced as needed to ensure compliance with the uniform policy.
 - 21.2.2 A list of all approved uniforms shall be created and mutually agreed upon with the Fire Chief or designee. The approved uniform list shall be available to members via hard copy or available online.
 - 21.2.3 If a uniform is damaged or destroyed during the course of District business and needs immediate repair or replacement the District shall repair or replace the item at no cost to the employee. The final determination will be made by the Fire Chief or designee.
- 21.3 **Safety Glasses.** The District shall provide safety glasses to each employee, plain or prescription. The lenses and frames for prescription glasses to be provided will be those on the approved list at the District's authorized supplier. If the employee wishes to upgrade from the approved list, they shall be required to pay any additional cost. Replacement of safety glasses shall be authorized with the submission of a written prescription change to the Fire Chief, or if damage has occurred.

**ARTICLE 22
HEALTH, DENTAL & LIFE INSURANCE**

- 22.1 **Health Insurance Coverage.** An employee may elect to receive health insurance coverage for single, 2-person, single-parent family and family plans, under the Excellus Simply Blue Plus Gold 6 High Deductible Plan (HDHP) Excellus Simply Blue Plus Platinum 2 Plan (Co-Pay Plan).
 - 22.1.1 The HDHP shall have an annual deductible not to exceed \$1400 for a single plan or \$2800 for 2 or more person plan.
 - 22.1.2 The HDHP shall have an annual out of pocket maximum not to exceed \$2800 for a single or \$5600 for a 2 or more person plan.
 - 22.1.3 The District shall pay ninety percent (90%) of the premium cost for the health insurance plan and the employee shall be responsible for the remaining ten percent (10%) of the premium.
 - 22.1.3.1 For the 2022 calendar year ONLY, the District shall pay eight-five (85%) of the premium cost for the health insurance plan and the employee shall be responsible for the remaining fifteen percent (15%) of the premium.
- 22.2 **Dental Insurance Coverage.** An employee may elect to receive Dental coverage for single or family plans under the Excellus 50/100 Dental Insurance plan.
 - 22.2.1 The District shall pay ninety percent (90%) of the premium cost for the dental insurance plan and the employee shall be responsible for the remaining ten percent (10%) of the premium.
 - 22.2.1.1 For the 2022 calendar year ONLY, the District shall pay eight-five (85%) of the premium cost for the dental insurance plan and the employee shall be responsible for the remaining fifteen percent (15%) of the premium.

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- 22.3 Health Savings Account.** If an employee participates in a qualifying High Deductible Health Plan (HDHP), the District shall make an annual contribution to a Health Savings Account (HSA) for the employee.
- 22.3.1** The amount of the contribution shall be \$2250 per year for employees who are enrolled in a single plan, and \$4500 per year for employees enrolled in a 2 or more-person plan.
 - 22.3.2** A minimum of \$500 shall be deposited directly into the employee's HSA account no later than January 5th of each year. The remaining contribution shall be deposited directly to the employee's HSA account no later than March 1st of each year.
 - 22.3.3** In the event that the employee has medical expenses which require out-of-pocket payments in excess of \$500 before March 1st, the District shall deposit the additional funds to the employee's HSA account, up to the amount of the medical expenses, or the full HSA contribution (as defined in 22.2.1 above), whichever is less. Any amount deposited into the employee's HSA account under this clause shall be considered a part of the total contribution afforded under section 22.3.1 and will be deducted from the "remaining contribution" under section 22.3.2.
- 22.4 Retiree & Resignation Insurance Benefits.** All employees who retire or resign after at least 20 years of service to the District (herein after "retired member") shall be eligible for health & dental coverage for single, 2-person, single-parent family and family plans, subject to the following terms:
- 22.4.1** The medical insurance plan for retired members shall be the Excellus Simply Blue Plus Platinum 2 Plan
 - 22.4.2** The dental insurance plan for retired members shall be the Excellus 50/100 Dental Plan
 - 22.4.3** The District shall pay ninety percent (90%) of the premiums for the medical and dental plans listed in Sections 22.4.1 and 22.4.2. The employee shall be responsible for the remaining ten percent (10%) of the premiums.
 - 22.4.4** In the event that one or more covered persons on the retired member's plan becomes eligible for Medicare (Age or Disability), then those persons will be enrolled in Medicare (Part A and B) and a Small Group Medicare Advantage (Part C) insurance plan that includes Medicare Part D. The remaining covered person(s) shall continue to receive the medical insurance benefits as defined in 22.4.1 and 22.4.2 as long as they remain eligible for such plans. Additionally, the District will pay ninety percent (90%) of premiums in this section (22.4.4) and the employee shall be responsible for the remaining ten percent (10%).
 - 22.4.5** Retired members who relocate out of the coverage area and are ineligible for coverage as outlined in Sections 22.4.1 through 22.4.4, shall be provided with coverage comparable to the coverage available under Section 22.4.1 through 22.4.4, provided, however, that the District's total premium contribution shall be in an amount not to exceed the benefit the retired member would receive for the coverage(s) outlined in Sections 22.4.1 through 22.4.4.
 - 22.4.6** If a retired member wishes to participate in a non-affiliated health plan as a result of a full or part-time relocation, the District will contribute directly to the retired member's health insurance carrier for premiums for comparable coverage to that outlined in Sections 22.4.1 through 22.4.4, provided that the District's total premium contribution shall be in an amount not to exceed the benefit the retired member would receive for the coverage(s) outlined in Section 22.4.1 through 22.4.4. If the premium amount is less than the benefit the retired member would receive, the excess money is not passed on to the retiree.
 - 22.4.7** If a retired member is eligible for coverage under a spouse's health insurance, and elect's such coverage, the retired member shall be allowed to resume health care coverage from the District at a later date. Any such change must happen as a result of a qualified event or during an open enrollment period.


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22.5 Line of Duty Disability Retirement. If an employee with less than 20 years of service to the District receives a disability retirement under the New York State Retirement System due to a line of duty injury incurred while employed by the District, the employee shall be eligible for medical and dental benefits in accordance with Section 22.4 above, with the following changes:

22.5.1 In lieu of the benefit in Section 22.4.3, the District shall pay a percentage of the of the premiums for the medical and dental plans listed in Sections 22.4.1 and 22.4.2 in accordance with the following schedule, based on the FULL YEARS (with each year beginning on the employees hire/anniversary date) of service completed prior to the date of disability. The employee shall be responsible for the remaining portion of the premiums. For the purposes of this section the date of disability shall be defined as the first day of the final disability period immediately preceding the retirement. Return to work in any capacity shall constitute a termination of a disability period.

Years of Service	District Portion	Employee Portion
0-6	25%	75%
7-12	45%	55%
13-17	65%	35%
18-19	85%	15%

22.5.2 All references to Section 22.4.3 shall be construed to reference Section 22.5.1

22.6 Reimbursement of premiums. An employee who is eligible for health coverage under a spouse's health insurance, and elects such coverage, will be reimbursed for the spouse's contribution towards health coverage, provided that the amount does not exceed the benefit afforded under section 22.1 above.

22.6.1 The Employee shall be required to provide proof of the spouse's contribution in the form of a pay-stub or other documentation in order to be eligible for this benefit.


22.7 Flexible Spending. The District will maintain a flexible spending account for Dependent Care Expenses for any employee to participate in.

22.8 Employee Assistance Program. The District will continue to make available an Employee Assistance Program for all employees.

22.9 Life Insurance. The District shall continue to provide a life insurance death benefit of \$25,000 for civil service officers defined under this agreement at no cost to the employee. Employees shall be eligible for coverage after the completion of six (6) months employment or as mandated by our Insurance Carrier. The District may change the provider of said policy as long as all employees are eligible under the new provider. In addition, officers covered under this agreement may purchase additional coverage under the District policy up the maximum allowed by the insurance company. The officer shall be responsible to pay the difference in premium for additional coverage.

22.10 Change of Plans/Provider. The District reserves the right to change the provider or the specific plans of Health & Dental Insurance to employees and retirees, provided that such a change shall be substantially equivalent to the plan as outlined in Sections 22.1 through 22.5 and shall not decrease or eliminate coverage or benefits or increase out-of-pocket expenses to employees or retirees. In the event that (a) the District is forced to change providers or plans as a result of the existing plan(s) outlined in 22.1 through 22.5 being eliminated by the insurance carrier, and (b) a "substantially equivalent" plan as previously required in this section is not available by the current insurance carrier, then a new plan will be selected that is mutually agreeable to the Union and the District.

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- 22.11 **Line of Duty Death Benefit.** In the event that an employee suffers a line-of-duty death, the District shall provide and pay the cost, in full, of the same health and dental coverage as provided to active employees for the spouse and dependent children. These benefits will continue until the spouse dies or remarries, or until the dependent children of the deceased employee reach the maximum age set by the insurance company.
- 22.12 **Not in Line of Duty Death Benefit.** In the event that an employee dies (not in the line-of-duty), the District shall allow the deceased employee's spouse and/or children to purchase health and dental insurance coverage provided to active employees at the group rate provided to the District until the spouse dies or remarries, and until the dependent children of the deceased employee marry or reach the maximum age set by the insurance coverage. The District shall continue payment of its portion of the health and dental insurance premiums for a period of ninety (90) days from the date of death, and thereafter the family may opt to continue the coverage at its own expense or let it lapse.

**ARTICLE 23
MISCELLANEOUS**

- 23.1 **Personnel Files.** Personnel and medical files for all employees shall be maintained and secured by the District, such that only the Board and Fire Chief shall be allowed access to said files. Within fifteen (15) calendar days of a written request by an employee, the District shall allow an employee to review his personnel and/or medical files. The employee may submit a written response to any material contained in his file, and he shall be entitled to a copy (without cost) of any documents relating to his conduct or performance.
- 23.2 **Annual Appraisal.** The District shall complete a written appraisal of all employees at the end of each year, which shall be reviewed with each employee by the 15th of January of the following year.
- 23.3 **Mileage.** Reimbursement for union members who travel on district business shall be provided in accordance with the current District reimbursement rate.
- 23.4 **Direct Deposit.** Employees shall be paid bi-weekly for the previous two weeks. The District will make available to each firefighter the opportunity to have his pay directly deposited into a personal checking or savings account at the bank that the employee designates.

**ARTICLE 24
GENERAL PROVISIONS**

- 24.1 **Public Employee's Fair Employment Law, Section 204-A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**
- 24.2 **Savings Clause.** This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of the Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.
- 24.3 **Amendments & Alterations.** No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by the Chairman of the Board, or his duly authorized representative, and by the President of the Union, or his duly authorized representative, after ratification by the membership.

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24.4 **Term of the Agreement.** The provisions of this Agreement shall become effective January 1, 2022, and shall continue in full force and effect until midnight, December 31, 2026, and, unless written notice is given at least one hundred twenty (120) days prior to December 31, 2026, by either party, requesting a change or termination of the same, this Agreement shall continue in effect from year to year until such notice is given at least one hundred twenty (120) days, prior to the 31st day of December of any subsequent year. If there is any significant reduction in the financial resources to the District during the term of this agreement, the parties hereto are obligated to meet and discuss possible contract changes upon notice from the District of a reduction in financial resources. Any changes shall be made only by a mutual agreement. If this agreement is executed by both parties after December 31, 2021, all provisions shall be retroactive to January 1, 2022.

BARNARD FIRE DISTRICT

By: 
Norman Gerhard II, Chairman
Board of Fire Commissioners
RESOLUTION
22-17

Dated: 6/13/2022

GREECE UNIFORMED FIRE OFFICERS' ASSOCIATION - IAFF LOCAL #4640

By: 
Joseph Meath
Vice President, Barnard

Dated: 6/19/2022

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Appendix A

These standards identify the level of competence and job performance required by the employee for Fire Service Instructor 1. Employees must meet all required objectives specified in order to receive the associated incentive pay.

- Successfully complete and receive National certification for Fire Service Instructor 1.
- Attain 30 hours of required FSI 1 level participation annually by:
 - Delivering on duty training
 - Teaching Monthly Drills
 - Teaching EMS CME and Core Content classes
 - Teaching or assisting with daily skill sessions
 - Teaching TNG drills
 - Conducting or assisting with Town Training sessions
 - Other teaching as directed or approved by the MTO/Chief Paramedic
 - Participating in modification or development of lesson plans as directed by the MTO/Chief Paramedic. (The hours to be awarded for this shall be approved in advanced and based upon the discretion of the MTO/Chief Paramedic).

**** NOTE:** Employees will not be compensated for time spent outside of normal working hours on modification or development of lesson plans to meet the requirements of this Appendix, unless approved by the Fire Chief or MTO.

Appendix B
Drug & Alcohol Policy

To be attached at a later date once the language is mutually agreed upon.

Appendix C
207a & Workmen's Compensation

The required forms and procedures for the Barnard Fire District are to be created and implemented based on the existing NYS Laws. To be attached at a future date once the language is mutually agreed upon.

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