

**AGREEMENT BETWEEN  
THE BRIGHTON FIRE DISTRICT  
AND  
THE BRIGHTON PROFESSIONAL FIREFIGHTERS ASSOCIATION**

**January 1, 2019 through December 31, 2023**

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**ARTICLE 1**  
**PREAMBLE**

1.1 This Agreement entered into as of the 1st day of January, 2019, by and between the Brighton Fire District, (Hereinafter referred to as the “Fire District” or the “Board of Fire Commissioners” or the “Board” or the “District”), and the Brighton Professional Firefighters Association, Local No. 2223, I.A.F.F., AFL-CIO, Brighton, New York, (Hereinafter referred to as the “Association”). This Agreement will go into effect as provided for in Article 34 and will run through the 31st day of December, 2023.

**ARTICLE 2**  
**PURPOSES**

2.1 The purpose of this Agreement is to provide orderly collective bargaining relations between the Brighton Fire District and the Brighton Professional Firefighters Association, to secure a prompt and equitable disposition of grievances, to establish fair wages, hours, and working conditions.

2.2 The parties agree that all matters and proposals raised in collective bargaining have been disposed of and no issues remain unsettled. No amendment, modification, change or alteration shall be effective unless it is made in writing and signed by the duly authorized representatives of the parties who have executed this Agreement.

**ARTICLE 3**  
**RECOGNITION, DUES CHECK-OFF AND AGENCY SHOP**

3.1 The District recognizes the Association as the exclusive negotiation representative for all paid firefighters of the Brighton Fire District, excluding officers of the rank of Lieutenant and above.

3.2 The District will deduct from the pay of each firefighter covered by this Agreement, at least once per month, uniformly assessed Association membership dues and initiation fees, provided that at the time of such deductions there is in the possession of the District, a voluntarily executed and current, unrevoked, written authorization for such deduction executed by the firefighter, in the form and according to the terms of the authorization form attached hereto. Membership in the Association is not mandatory.

3.3 The District further agrees to forward such deductions together with a list of the names of the firefighters from whom such deductions are made to the designated treasurer of the Association. The Association agrees to hold the District harmless from any and all liability which may arise through the implementation of this Article.

3.4 Names of the officers of the Association including the name of the treasurer of the Association, will be given in writing to the chairman of the Board of Fire Commissioners of the District within five (5) days after the Association's annual election of officers, and such list will be kept current by the Association and any changes forwarded immediately, in writing, to the chairman of the Board of Fire Commissioners of the District.

3.5 It is understood that each employee within this negotiation unit, who is not a member of the Association, shall be liable to contribute to the Association as representative costs, an amount equivalent to Association dues as are from time to time authorized, levied and collected from the general membership of the Association.

3.6 The Association shall refund to the employees any Agency Shop fees wrongfully deducted and transmitted to the Association.

3.7 The District shall not be liable in the operation of the Agency Shop fee deductions for any mistake or error of judgment or any other act of omission or commission and the Association shall agree to hold the District harmless against any claim whatsoever arising out of the deduction and transmittal of said Agency Shop fee to the Association.

3.8 The Association affirms that it has established and is maintaining a procedure which provides for the refund to any employee demanding the same, of any Agency Shop fee which represents the employee's pro rata share of the expenditures for activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

3.9 Any employee covered by this Agreement who terminates Association membership shall have deducted from his salary an Agency Shop fee effective on the same date on which the District gives effect to a revocation of authorization for dues deduction.

#### **ARTICLE 4** **RIGHTS OF EMPLOYEES**

4.1 The District will not interfere with, restrain or coerce any firefighters because of membership in, or lawful activity on behalf of, the Association, so long as said activity does not interfere with the firefighter's duties or with the carrying out of the responsibilities of the Fire District, nor will the Fire District attempt to dominate or interfere with the Association.

4.2 The Association will not interfere with, restrain or coerce any firefighter because of membership or lack of membership in the Association.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

5.1 For the purpose of this Agreement, a grievance shall be defined as a dispute or a controversy arising out of the application or interpretation of this Agreement.

5.2 It is understood and agreed that this procedure is not applicable to matters which are reviewable under administrative procedures established by law or under the rules of the Civil Service Commission having the force and effect of law.

5.3 No bargaining unit member shall be required to forfeit any right he/she may have under any other law, regulation, or procedure; but, if any other procedure is invoked by the grievant, the right to adjustment through this procedure is waived and forfeited. If the bargaining unit member invokes this procedure, the member waives the right to any other proceeding or remedy, to the extent permitted under law. In the event the Association files a claim with the New York State Public Employment Relations Board ("PERB") and the Board defers or recommends the claim to the arbitration process, the Association may then file a grievance regarding that issue raised to PERB, provided the grievance is filed within fourteen (14) calendar days after PERB's recommendation or decision.

5.4 In the event that a grievance defined in Section 5.1 arises, the parties shall have the right to resolve the grievance in the following manner:

Step 1: The grievance shall be presented in writing by the Employee or the Union to the Executive Director as promptly as possible, but in no event later than thirty (30) calendar days after the date when the employee knew or should have known of the occurrence or facts giving rise to the grievance. No later than fourteen (14) calendar days after receiving the grievance, the Executive Director shall discuss the matter with the Employee and the Union and shall answer the grievance in writing.

Step 2: If the grievance is not settled at Step 1, the grievance shall be presented in writing to the Board of Fire Commissioners within fourteen (14) calendar days after receipt of the Executive Director's written answer. The Board or its designee shall set a time that is not later than fourteen (14) calendar days after receipt of the Second Step grievance or at its next regular meeting, whichever is later, place at which the Board or its designee shall hear the grievance and witnesses to the dispute, if any. The Union and/or the Grievant may present witnesses and documentary evidence to the Board. No later than fourteen (14) calendar days after the hearing, the Board or its designee shall render a decision in writing with copies sent to the Grievant and to the Union.

Step 3: If the grievance is not settled at Steps 1 or 2, the Union, within thirty (30) calendar days after the Second Step decision, and upon written notice, shall request arbitration. The request for arbitration shall be provided to the Executive Director.

5.5 All grievances at each step shall be submitted in writing and shall be answered in writing.

5.6 Failure to be timely by the Union will result in dismissal of the grievance. Failure to issue a timely response by the District will allow a timely appeal to be filed as if the District's response had been provided on the last possible day.

5.7 Arbitration Procedure:

A. Within fourteen (14) calendar days after the request for arbitration has been made, the parties may select an arbitrator by mutual agreement. If the parties cannot mutually agree upon an arbitrator, they shall jointly request the American Arbitration Association to submit a list of nine (9) arbitrators from the Upstate New York area. Within fourteen (14) calendar days of receipt of the list, the parties shall alternately strike one (1) name from the list until one (1) name remains. The remaining name shall be designated as arbitrator.

B. The Arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement.

C. Decisions by the Arbitrator shall be final and binding on the parties.

D. The compensation of the arbitrator and expenses of the arbitration shall be borne equally between the Union and the Fire District; however, each party shall be responsible for compensating its own witnesses.

5.8 During the grievance and arbitration procedures, a meeting may be called by either party to discuss the grievance. If an agreement terminating the grievance is reached, the agreement shall be reduced to writing and signed by the Fire District and the Union. Any such meeting shall not extend any time limits contained in this Article unless otherwise agreed.

**ARTICLE 6**  
**DISCIPLINARY PROCEDURES**

6.1 The Fire District shall have the right and responsibility to maintain efficiency, administer discipline and to hire, and terminate, discharge, or layoff firefighters for just cause and to review the performance of each firefighter.

6.2 It is agreed that the foregoing shall be in accordance with the Fire District's written Rules and Regulations as amended from time to time.

6.3 When a performance review is completed, it shall be shown to, and reviewed with, the subject firefighter. The firefighter shall be given a copy of it, but he shall be asked to comment on the report and his comments shall be added to it. The firefighter will sign the review only to indicate that he knows its content and that his comments are his.

6.4 The Executive Director may recommend to the Fire District's Board of Fire Commissioners the reprimand and/or suspension, or other appropriate disciplinary action, for any paid firefighter covered by this Agreement, when, in his judgment, such action should be taken, and he shall report his recommendations to said Board in writing as soon as possible.

6.5 Should the Fire District or its officers feel an interview, interrogation or informal hearing be necessary to review the conduct of any member of this unit, said member shall have the right to union representation throughout said interview, interrogation or informal hearing. The cost of such union representation shall be the obligation of the Association or the individual and shall not be a responsibility of the Fire District. Verbal counseling by management shall not be considered discipline. Should a unit member request union representation as provided herein, a reasonable amount of time shall be allowed to obtain such representation, but this shall not unduly delay the interview, interrogation or informal hearing.

6.6 Whenever a counseling memorandum or other document critical of the performance or conduct of a firefighter is added to an individual's personnel file, the firefighter shall be provided with an opportunity to review the document, and he may provide a written response, which shall be maintained in the member's file.

## **ARTICLE 7** **TRAINING PROGRAM**

### 7.1 On-The-Job Training.

A. The District will provide members of the Association with in-service training in accordance with 19 NYCRR Part 426, 'Minimum Standards for Firefighting Personnel'. Employees may be required to attend any training sessions conducted during their work shift, unless specifically excused by the officer in charge. Additional training shall take place in the following areas: Apparatus instruction, scene safety, fire prevention and inspection, incident preplanning, fire attack strategy, EMS training, and any other subject prescribed by the Chief following consultation with the Municipal Training Officer ("MTO").

B. The District will provide training in CPR, without lapse in certification. The District also agrees to participate in New York State Department

of Health, EMT-Basic CME Based Recertification Program, or its equivalent, and provide all necessary training on an annual basis without lapse in certification. This program shall be administered in accordance with requirements and/or guidelines as set by the New York State Department of Health Bureau of EMS. All other EMS training will be the responsibility of the employee and will be scheduled so as not to conflict with the employee's work schedule, whenever possible. The District will agree to act as the sponsoring agency if required by the course rules and/or regulations.

7.2 Elective Training. A firefighter's participation in Elective Training shall be subject to approval and authorization by the MTO pursuant to the District's training policy, and the MTO shall not deny training in an arbitrary or capricious manner.

A. The District will annually identify a list of approved elective training courses or programs for firefighters, which shall include, but not be limited to the following NYS courses or their equivalent:

- (1) Fire Officer 1
- (2) Rescue Techniques Basic
- (3) Fire Instructor 1
- (4) Rope Rescue Operations Level 1
- (5) Rope Techniques
- (6) Basic Structural Collapse Operations
- (7) Strategy and Tactics for Initial Company Operations
- (8) Surf and Water Rescue Techniques
- (9) Accident Victim Extrication Training
- (10) Initial Response to Active Shooter (IRAS)

B. There shall be no loss of pay for a firefighter who elects to attend such training during the firefighter's normal shift. A firefighter who elects to attend such training outside of the firefighter's normal shift shall receive compensation as provided in Article 12.4.

C. The District shall pay for any registration, books, supplies and reasonable travel expenses required for such elective training. The schedule related to a firefighter's attendance at an elective training course or program shall be subject to the advance approval by the District.

D. Firefighters shall receive compensation for voluntary attendance to specialized drills and training seminars held by the department that are directly related to their job as firefighter. Such compensation shall be in accordance with Article 12.4.

7.3 Non-Compensable Training. The District supports continued education and professional development for firefighters. Expenses and/or compensation for non-mandatory training that is not directly related to the job of

firefighter shall be the responsibility of the firefighter attending the training, unless such expenses and/or compensation is approved in advance by the Board of Fire Commissioners in its sole discretion. Relevant expenses may include: registration, books, supplies, and reasonable travel expenses.

7.4 If the Association Training Committee wishes to make suggestions to the Executive Director concerning the training program, including its planning and coordination, for the following year, it must make those suggestions known to the Executive Director by no later than November 1<sup>st</sup> of each year. The Executive Director shall discuss these suggestions with the Association Training Committee by not later than December 1<sup>st</sup> of each year.

7.5 Firefighters may attend special seminars and special training offered by competent persons in firefighting fields and may request to attend classes at the New York State Training Academy at Montour Falls, New York. The Commission agrees to provide sufficient funds, within the current budget, for the costs of such training. The Commission shall have the final authority to determine who shall go to such training programs, how many firefighters shall go, when those firefighters shall go and which courses shall be deemed appropriate.

7.6 Subject to the approval of the Board of Fire Commissioners as to the course, its costs and the times when the course meets, the Fire District will pay for the cost of tuition and required books and fees for firefighters attending and successfully completing higher education courses relating to fire science. Such money shall be paid at the completion of each semester's work upon presentation of evidence of successful completion.

7.7 When mandatory training is scheduled outside of a firefighter's normal shift, those affected shall receive two (2) weeks' notice, where practical. A firefighter who attends mandatory training outside of the firefighter's normal shall receive compensation as provided in Article 12.4.

## **ARTICLE 8** **RELEASED TIME**

8.1 The President of the Association will be granted up to forty-eight (48) hours of leave per calendar year to attend state or national firefighters conventions or seminars. The forty-eight (48) hours of such leave will be paid at the regular rate of pay and may be taken only by the President or a member of the Association's Executive Board designated by the President in writing.

**ARTICLE 9**  
**BULLETIN BOARD**

9.1 The Fire District will furnish one (1) bulletin board in the firefighters' bunk room, in each firehouse, for the posting of Association notices and related matters.

**ARTICLE 10**  
**SALARY**

10.1 All firefighters in the negotiation unit shall receive an annual increase effective January 1, 2019, January 1, 2020, January 1, 2021, January 1, 2022 and January 1, 2023, in accordance with the attached Salary and Longevity Schedule, Appendix A.

10.2 All pay is made on a calendar year basis.

10.3 The salaries set forth in the attached Salary and Longevity Schedule, Appendix A are minimum salaries, and not maximum salaries. The Fire District may provide a firefighter with additional compensation in the event that the firefighter agrees to undertake additional work or responsibilities.

10.4 Longevity pay will be paid by a separate check in the second payroll week after Thanksgiving of each year of this contract.

**ARTICLE 11**  
**WORKING SCHEDULE**

11.1 The basic work schedule for paid employees shall be a four (4) platoon, 24 hour on duty/72 hour off duty. The Board of Fire Commissioners will prepare a work schedule, but under extreme emergency conditions the basic work schedule can be altered by the Fire District. Once the emergency has been alleviated, the basic work schedule will be restored immediately. Employees shall work an average of forty-two (42) hours per week.

11.2 Shift change shall occur at 7:30 a.m.

11.3 Firefighters will be allowed to work up to a maximum of thirty-eight (38) hours consecutively. Exceptions to exceed the maximum are at the Fire District's discretion in time of extreme emergency.

11.4 In order to provide increased coverage during weekdays, the Fire District is authorized to utilize the following system at its discretion:

A. The District may assign one or more firefighters to work "straight day" shifts which shall consist of a Monday through Friday schedule (between the hours of 7:00 a.m. – 6:00 p.m.), averaging 42 hours per week, with

work schedules being prepared a month in advance at minimum which may be modified to meet the needs of the District.

B. The initial assignment and any subsequent vacancy shall be posted and made available to unit members on the basis of seniority.

C. A firefighter assigned to "straight days" shall remain in this assignment unless and until either: i.) the firefighter switches with another unit member who volunteers for the "straight-day" assignment; or ii.) the firefighter fills a vacant position in one of the groups on rotation.

D. Under no circumstances shall a firefighter assigned to a group be transferred to the "straight days" schedule without their consent. A new firefighter may be assigned to the "straight days" schedule upon hire.

E. A firefighter moving from "straight days" to a group rotation schedule will have his fringe benefits and other conditions of employment pro-rated on an equitable basis.

F. Paid Time Off ("PTO") selection will require advance approval by the Executive Director or the Personnel Committee, but shall not be considered with respect to the PTO limitations for the firefighters on rotation, except as may be appropriate to avoid manpower shortages.

G. A "straight day" week of forty-two (42) hours shall equal one week of PTO.

H. The "straight days" firefighter shall be issued a holiday check in consideration of holidays listed in Article 17. The "straight day" firefighter will be granted paid time off for: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day if the actual holiday falls on a Monday through Friday.

I. A "straight day" firefighter may voluntarily switch with a rotation firefighter on a shift for shift basis. (A "straight day shift" will be considered equal to a rotation day or night shift for switching purposes.)

J. A "straight day" firefighter will be eligible to cover call-back requests, however they may not work more than thirty-eight (38) consecutive hours.

K. A "straight day" firefighter will be eligible for PTO as set forth in Article 16.

L. When switching from straight days to a group rotation or vice versa, effort will be made to accommodate prearranged obligations that a firefighter may have within reason.

**ARTICLE 12**  
**OVERTIME**

12.1 All overtime will be compensated at time and one-half based upon the requirements to pay overtime which are now in effect or promulgated during the term of this Agreement by the U.S. Department of Labor under the FLSA, and which apply to firefighters.

12.2 Payment for such overtime will be made within thirty (30) days following the date on which the overtime is worked.

12.3 All firefighters covered by this Agreement who are called back to duty after the normal shift will be paid a minimum of four (4) hours pay at the rate applicable to such individual's hours that is straight time or time and one-half as required by the overtime requirements referred to above. It being understood that such pay may or may not be available in the same pay period provided however, that such payment must be paid within the next succeeding pay period.

12.4 All firefighters covered by this Agreement who are called back for a training session or fire prevention detail after the normal shift will be paid a minimum of two (2) hours pay at the rate applicable to such individual's hours that is straight time or time and one-half as required by the overtime requirements referred to above. It being understood that such pay may or may not be available in the same pay period; provided however, that such payment must be paid within the next succeeding pay period.

12.5 All firefighters covered by this Agreement who are called back for a committee meeting outside of their normal shift will be paid a minimum of one (1) hour of pay at the rate applicable to such individual's hours that is straight time or time and one-half as required by the overtime requirements referred to above. It being understood that such pay may or may not be available in the same pay period, provided however, that such payment must be paid within the next succeeding pay period.

**ARTICLE 13**  
**OUT OF TITLE WORK**

13.1 Each of the four groups shall have a firefighter designated as the "Lead Firefighter" for the group. The "Lead Firefighter" shall be selected by the District from the current civil service list for Fire Lieutenant. In the absence and/or exhaustion of such a list, the District may select any firefighter who has a minimum of 36 months of service.

13.2 The Lead Firefighter will receive an annual stipend of \$1,500.00, to be paid proportionally over the year with each payroll.

13.3 The duties of the Lead Firefighter will be mutually agreed upon by the District and the Association. These duties will be outlined in a Memorandum of Understanding.

13.4 In addition to the duties mentioned in article 13.3, the Lead Firefighter shall work as the acting duty officer on their group when the duty officer is absent and shall be compensated for this work pursuant to article 13.6.

13.5 In the absence of the Duty Officer or Lead Firefighter, a firefighter who is working that shift may be assigned as Acting Duty Officer by a Commissioner, Executive Director or a Duty Officer. This firefighter shall be taken from the current civil service list for Fire Lieutenant. In the absence and/or exhaustion of such a list, the opportunity to serve shall be offered to group members on the basis of seniority. If no group member, who meets the selection criteria in article 13.1, accepts the assignment, the district will assign a member who meets the criteria.

13.6 When any paid employee is assigned by a superior officer, the Executive Director, or the Chairman of the Personnel Committee to work out of title as a Duty Officer, the firefighter shall be compensated for working in that position on that day at the rate of five dollars (\$5.00) per hour, over his regular salary. It is understood that such pay may or may not be available in the same pay period, provided, however, that such payment must be paid within the next succeeding pay period.

13.7 For purposes of this Agreement, the term "Duty Officer" shall mean a Captain, a Lieutenant or a bargaining unit employee assigned as set forth in Section 13.6.

13.8 The provisions of sections 13.4, 13.5, and 13.6 are intended to comply with the temporary assignment provisions of Civil Service Law Section 64.

#### **ARTICLE 14** **PAYDAY**

14.1 Firefighters will be paid every two (2) weeks, and pay day will occur on Thursday with firefighters' checks being deposited to their accounts not later than twelve noon of said day. It is understood and agreed there shall be a one (1) week lag in payment.

#### **ARTICLE 15** **DIRECT PAYROLL DEPOSIT**

15.1 The District will deposit each firefighter's pay in his personal account, at any mutually agreeable bank or credit union.

**ARTICLE 16**  
**PAID TIME OFF**

16.1 Selection of Paid Time Off (“PTO”) shall be governed by the rules and regulations of the Brighton Fire District effective and in force as of May 14, 2017. PTO allowance for firefighters working a 24-hour rotation schedule shall be as set forth in this Article, it being understood that one (1) week of PTO shall consist of forty-eight (48) hours. For firefighters working a “straight day” schedule, one (1) week of PTO shall consist of forty-two (42) hours.

16.2 For firefighters working a 24-hour rotation schedule, only one employee from each trick or shift shall be allowed to be on PTO at any one time, not including paid officers. An employee is defined for this purpose as a firefighter. An employee’s eligibility for PTO shall be calculated from that employee’s original date of hire in the District, excluding any intervening period of time during which the employee was not employed by the District.

16.3 Employees working a 24-hour rotation schedule shall receive PTO as follows:

A. During the first year of service an employee shall be allowed forty-eight (48) hours of PTO, which shall be pro-rated based upon the employee’s date of hire.

**PTO Calculation for New Hires:**

PTO will be prorated in the year of hire as follows: the number of full and partial months of employment divided by twelve (12) then multiplied by the first year PTO allotment noted above.

To Calculate PTO for the second calendar year of employment:

Step One: subtract the first number of full and partial months calculated, from twelve and put it over twelve and multiply that by the first year allotment of PTO.

Step Two: take the number of months from step one above and subtract from twelve again. Take that number over twelve and then that number multiplied by the second calendar year PTO allotment provides the second piece of the PTO amount for the second calendar year.

Step Three: add the amounts from Step One and Two

Example: Firefighter hired on November 11th

First Calendar Year Worked:  
$$2/12 \times 48 = 8$$

Second Calendar Year Worked:

Step One:  $12-2=10$  :  $10/12 \times 48 = 40$

Step Two:  $12-10=2$  :  $2/12 \times 134 = 22$

Resulting in 70 hours in the first 14 months worked

B. An employee shall be credited with 134 hours of PTO annually (five 24-hour shifts and a 14 hour block), providing the employee has worked for the District continuously for a period of at least one (1) year and not more than five (5) years.

C. An employee shall be credited with 178 hours of PTO annually (seven 24-hour shifts and one 10 hour block), providing the employee has worked for the District continuously for a period of at least five (5) years and not more than ten (10) years.

D. An employee shall be credited with 216 hours of PTO annually (nine 24-hour shifts), providing the employee has worked for the District continuously for a period of at least ten (10) years and not more than fifteen (15) years.

E. An employee shall be credited with 264 hours of PTO annually (eleven 24-hour shifts), providing the employee has worked for the District continuously for a period of at least fifteen (15) years.

16.4 Employees working a "straight day" schedule shall receive PTO as follows:

A. During the first year of service an employee shall be allowed forty-two (42) hours of PTO, which shall be pro-rated based upon the employee's date of hire.

**PTO Calculation for New Hires (Straight Day Firefighter):**

PTO will be prorated in the year of hire as follows: the number of full and partial months of employment divided by twelve (12) then multiplied by the first year PTO allotment noted above.

To Calculate PTO for the second calendar year of employment:

Step One: subtract the first number of full and partial months calculated, from twelve and put it over twelve and multiply that by the first year allotment of PTO.

Step Two: take the number of months from step one above and subtract from twelve again. Take that number over twelve and then that number multiplied by the second calendar year PTO allotment provides the second piece of the PTO amount for the second calendar year.

Step Three: add the amounts from Step One and Two

Example: Firefighter hired on November 11th

First Calendar Year Worked:

$$2/12 \times 42 = 7$$

Second Calendar Year Worked:

$$\text{Step One: } 12-2=10 : \quad 10/12 \times 42 = 35$$

$$\text{Step Two: } 12-10=2 : \quad 2/12 \times 134 = 22$$

Resulting in 64 hours in the first 14 months worked

B. An employee shall be credited with 134 hours of PTO annually, providing the employee has worked for the District continuously for a period of at least one (1) year and not more than five (5) years.

C. An employee shall be credited with 178 hours of PTO annually, providing the employee has worked for the District continuously for a period of at least five (5) years and not more than ten (10) years.

D. An employee shall be credited with 216 hours of PTO annually, providing the employee has worked for the District continuously for a period of at least ten (10) years and not more than fifteen (15) years.

E. An employee shall be credited with 264 hours of PTO annually, providing the employee has worked for the District continuously for a period of at least fifteen (15) years.

F. An employee working a "straight day" schedule shall use PTO in full shift increments.

16.5 For employees working a 24-hour rotation schedule, PTO set forth in Section 16.3 shall be picked in forty-eight (48) hour increments according to the PTO pick rules. Employees with five or more completed years of service may utilize forty-eight (48) hours (equivalent of one week) of PTO as two non-continuous 24-hour shifts.

16.6 PTO in excess of forty-eight (48) hour increments (i.e., partial shifts) may be scheduled immediately following the full week picks and/or on an as needed basis with the approval of the Executive Director.

16.7 For employees working a 24-hour rotation schedule, all requests for PTO shall be submitted within thirty (30) days of the issuance of the PTO scheduling books. However, in no instance shall the due date be prior to November 30<sup>th</sup> of the year preceding that which the PTO is to be used. The PTO

committee and Officer in charge of PTO will then have two (2) weeks from that date to assemble and issue a calendar.

16.8 For all employees, any PTO not used by the end of the calendar year is not carried over into the following year, and is forfeited. If scheduled PTO occurs during a work-related leave, see District rules and regulations.

## **ARTICLE 17 HOLIDAYS**

17.1 Employees, who as of the first pay period in December of each year of this contract have completed twelve (12) consecutive months or more of employment by the District, shall be eligible for payment for twelve (12) holidays. Employees who as of the first pay period in December of each year of this Agreement have been employed by the District for less than twelve (12) consecutive months shall be eligible to receive pay for those holidays which fell during that employee's period of employment by the District. In the first pay period in December, employees will be paid at their applicable rate for the appropriate holidays pursuant to this Article. For the purposes of this Article, the holidays shall be as follows: Christmas Day, New Years Day, Lincoln's Birthday, Washington's Birthday, St. Patrick's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, and Thanksgiving Day, making a total of twelve (12) paid holidays. Honorably discharged veterans shall receive Veteran's Day off with pay, or receive compensatory time, however, if the eligible veteran is not scheduled to work on Veteran's Day, the firefighter will not receive any pay or compensation for Veteran's Day.

17.2 Holiday pay is to be figured on each firefighter's yearly earnings divided by fifty-two (52) weeks, to ascertain a week's pay. A week's pay is to be divided by forty-two (42) hours to determine the hourly wage. The hourly wage is then to be multiplied by eight (8) hours for holiday pay and then multiplied by the appropriate number of holidays for the year as determined by this Article.

17.3 Holiday pay will be paid by a separate check in the first Payroll week after Thanksgiving of each year of this contract.

## **ARTICLE 18 DENTAL, HOSPITAL, AND SURGICAL INSURANCE**

18.1 Dental Insurance (Active firefighters). The District will pay 80% and the firefighter will pay 20% of the full cost of the appropriate (Individual, Family) plan of the Excellus Blue Cross/Blue Shield Smile Saver Plan Option I or equivalent.

18.2 Health Insurance for Active Firefighters):

A. The District will make group health insurance coverage available to firefighters and their qualified dependents, and firefighters may elect to participate in any plan offered by the District. Such health insurance plan shall include coverage for physician's and emergency room visits, hospitalization, prescription drugs, vision, and prescription eyeglasses. Before discontinuing current plans, the District will select plans with comparable coverages.

B. All firefighters shall contribute towards the premiums for such health insurance coverage as set forth herein. Firefighter contributions to the cost of the plan selected will be deducted from the salary of the firefighter from each regular paycheck, provided the firefighter has elected to participate in this insurance by executing a payroll deduction authorization form.

C. Effective December 1, 2018, all firefighters shall contribute fifteen percent (15%) of the premium of the health and vision plans in which the firefighter is enrolled, and the District shall contribute eighty-five percent (85%) of such premiums.

D. For the plan year beginning December 1, 2018, the District will provide health insurance coverage through the Excellus SimplyBlue Plus Bronze 4 High Deductible Health Plan. The District will provide a Health Reimbursement Account (HRA) funded by the District at the following levels:

- |     |                  |            |
|-----|------------------|------------|
| (1) | Family           | = \$12,500 |
| (2) | Family No Spouse | = \$12,500 |
| (3) | Two Person       | = \$12,500 |
| (4) | Single           | = \$6,250  |

The firefighters will contribute to or share in the funding of the HRA only after exhausting the District paid HRA funds first in the following amounts:

- |     |                  |         |
|-----|------------------|---------|
| (1) | Family           | = \$600 |
| (2) | Family No Spouse | = \$600 |
| (3) | Two Person       | = \$600 |
| (4) | Single           | = \$300 |

E. HRA funds may only be used to reimburse firefighters' out-of-pocket expenses, incurred during the plan year, that count towards the satisfaction of the deductible and out-of-pocket maximum under the health insurance plan. At year end any unused balances are forfeited back to the District.

F. If the out-of-pocket maximum under a high deductible health plan offered by the District increases above the total funding level of the HRA provided above (i.e., \$13,100/\$13,100/\$13,100/\$6,550) during the contract period,

the amount of the increase will be split 50/50 with the firefighters, District dollars being used first.

G. At any time the Association may request that the District consider additional or alternative health insurance plans.

H. The District may offer a health insurance opt-out benefit to firefighters who decline health insurance coverage under the District's program, subject to the following terms:

(1) Firefighters must withdraw from and waive health insurance coverage, and provide proof of health insurance coverage from another source.

(2) The amount of the opt-out benefit shall be determined by the District, and shall be paid in equal installments each pay period.

(3) The District shall notify the Association of the amount of the opt-out benefit by no later than October 1 of the prior year.

(4) If a firefighter waives coverage and thereafter becomes ineligible for coverage from an alternate source due to reasons beyond the firefighter's control, then opt-out benefit payments shall cease and the firefighter will be eligible to enroll or re-enroll in the District's group plan if permitted by the District's insurance carrier.

18.3 Health Insurance for Firefighters Retiring on or after January 1<sup>st</sup>, 2019:

A. Retirees Under Age 65. All firefighters who retire under the New York State Retirement System from the District shall be eligible to receive individual health insurance coverage to age 65 (unless changed legislatively) under the plan offered by the District to retirees, currently Excellus SimplyBlue Gold 6 High Deductible Health Plan, subject to the following terms:

(1) The District shall be responsible for one hundred percent (100%) of the premiums of such individual coverage, and shall make an HRA contribution on behalf of each eligible retiree in the amount of \$2,800 per plan year.

(2) In the event of a change in the out-of-pocket maximum under a high deductible health plan offered by the District to retirees, the District shall be responsible for one hundred percent (100%) of the premiums of such individual coverage

and the District will provide an HRA funded by the District in an amount equal to the annual out-of-pocket maximum.

(3) Should the plan change to a non-high deductible health plan, the District shall be responsible to pay only one hundred percent (100%) of the premium of such individual coverage.

(4) If a retiree is eligible to receive health insurance coverage (that is equal to or better than the coverage offered by the District to retirees) from another source such as other employment or a spouse, then the retiree will not be eligible to receive such coverage from the District. The following terms shall apply:

(a) The District shall, with adequate documentation from the retiree, reimburse the retiree on a quarterly basis for the cost of such alternate health insurance coverage, including insurance premiums and any HRA contribution, not to exceed the cost of the premium and HRA contribution for the plan offered by the District.

(b) If a retiree loses such alternate health insurance coverage, then the retiree shall be eligible to enroll or re-enroll in the health insurance plan offered by the District.

(c) Before discontinuing the current plan, the District will select a plan with comparable coverage, which shall include coverage for physician's and emergency room visits, hospitalization, prescription drugs, vision, and prescription eyeglasses.

**B. Qualified Spouses Under Age 65 and Qualified Dependents.**

If a retiree desires to receive or continue to receive group health insurance coverage for their own qualified spouse and/or qualified dependents, then the retiree shall be eligible to receive an annual stipend to enable the retiree to continue to purchase such coverage through the plan offered by the District to retirees. This shall be subject to the following requirements:

(1) The retiree shall be eligible to receive the stipend for a number of years equal to the retiree's full years of employment with the District (the stipend shall not be prorated for any partial year of employment).

(2) To qualify for the stipend to provide spousal coverage, a spouse must be the spouse that the retiree was married to as of the date on which the retiree provided the District with notice of his or her retirement.

(3) The District will apply the stipend toward the cost of the health insurance premium on a proportional basis throughout the plan year, and shall bill the retiree on a quarterly basis for any excess.

(4) The retiree will be responsible for any of the health insurance premium costs in excess of the stipend, and the District may discontinue the coverage and stipend if the retiree fails to pay his or her portion of the applicable health insurance premiums when due.

(5) A retiree shall not be entitled to receive payment for any unused portion of the annual stipend.

(6) The annual stipend shall be as follows:

- (a) Effective January 1, 2019 = \$6,000
- (b) Effective January 1, 2020 = \$6,250
- (c) Effective January 1, 2021 = \$6,500
- (d) Effective January 1, 2022 = \$6,750
- (e) Effective January 1, 2023 = \$7,000

(7) A retiree whose own coverage and/or spousal stipend is discontinued during retirement for failing to pay his or her portion of the applicable premium for an eligible spouse or qualifying dependent shall not be eligible to receive or resume such coverage and stipend at a future date.

(8) If a spouse and/or qualified dependent is eligible to receive health insurance coverage that is equal to or better than the coverage offered by the District to retirees from another source such as employment, then the spouse and/or qualified dependent will not be eligible to receive such coverage from the District. This shall be subject to the following requirements:

(a) The District shall, with adequate documentation from the retiree, reimburse the retiree on a quarterly basis for the cost of such alternate health insurance coverage, including insurance premiums and any HRA contribution, not to exceed the amount of the applicable annual stipend.

(b) If a spouse and/or qualified dependent loses such alternate health coverage, then the spouse and/or qualified dependent shall be eligible to enroll or re-enroll in the health insurance plan offered by the District.

(9) Upon the death of a retiree, the retiree's eligible spouse and/or qualified dependents may continue such health insurance coverage for up to six (6) months upon the terms applicable immediately prior to the retiree's death, and thereafter the stipend shall end. After such period, the eligible spouse and/or qualified dependents may continue to participate in the District's health insurance plans, if permitted by the applicable insurance carrier, at the sole expense of the spouse and/or qualified dependent.

C. Retiree and/or Spouse Age 65 and Older. Upon reaching the age of 65 (unless changed legislatively), a retiree will be eligible only for the Supplemental Medicare Plan offered by the District:

(1) The District shall be responsible for one hundred percent (100%) of the premiums of such individual coverage for a retiree.

(2) Upon reaching the age of 65 (unless changed legislatively), a retiree's eligible spouse will be eligible only for the Supplemental Medicare Plan offered by the District.

(3) The District shall be responsible for the premiums of such individual coverage for the retiree's eligible spouse up to the amount of any applicable annual stipend, as set forth in and subject to the limitations of Section B above. The retiree shall be responsible for remainder of such premiums, if any.

D. If a retiree does not reside within the coverage area of the plan offered by the District, then the District shall pay one hundred percent (100%) of the premiums related to individual health insurance coverage for such retiree, up to a maximum of the amount for local retiree coverage. Such payments shall be made directly to the health insurance carrier.

E. If a firefighter is required to retire pursuant to a mandatory retirement age, the firefighter shall still be eligible for the medical retirement benefit as specified in this Article.

F. As a condition of receiving the benefits set forth in this Section 18.3, a retiree shall periodically certify that the retiree as well as any spouse and/or qualifying dependents continue to be eligible for the benefits set forth herein.

18.4 Flexible Spending Accounts. The District agrees to offer a flexible spending account program for health care and dependent care to active employees.

A. Health Care. Each firefighter may set aside up to the maximum allowed by the IRS code per year from their wages to the health care account.

B. Dependent Care. Each firefighter may set aside an amount from their wages up to the maximum allowed by the IRS code.

18.5 In the event of a line of duty death of a member of the Association, the Fire District will provide and pay the cost, in full, for the same health and dental insurance coverage as provided to active members for the surviving spouse until the spouse remarries or dies, and/or the surviving dependent children until they reach the maximum age set by the insurance company. In the event of a non line of duty death of an active member of the Association, the Fire District will continue to provide and pay the cost, in full, for health and dental insurance coverage for the surviving spouse and/or dependent children for six (6) months. Following the six (6) months, the coverage will be offered as per current COBRA standards or until the surviving spouse remarries or dies and/or the surviving dependent children reach the maximum age for coverage as set by the insurance carrier.

## **ARTICLE 19** **SICK LEAVE**

19.1 Sick leave for service-connected conditions shall be granted to all firefighters in accordance with the rules and regulations of the District.

19.2 Sick leave for non-service-connected conditions shall be provided for up to a maximum of six (6) months with full pay. If the firefighter's non-service-connected condition exists beyond six (6) months, such employee shall receive one-half (1/2) pay for up to six (6) additional months. If the non-service-connected condition continues beyond twelve (12) consecutive months, any additional leave shall be at the discretion of the Commission. The foregoing benefit shall only be available to firefighters with five or more completed years of service with the District.

19.3 Firefighters with between one and five completed years of service shall be entitled to three (3) months at full pay and three (3) months at one-half pay as sick leave for non-service-connected conditions. Firefighters with less than one completed year of service shall be entitled to 216 hours of sick leave for non-service-connected conditions.

19.4 Firefighters who have exhausted their allowable sick leave will not be entitled to a new paid allotment until the firefighter has been re-employed on active duty for a period of one year.

19.5 It is understood and agreed that each firefighter who is on sick leave for a period of two (2) consecutive 24 hour shifts, whether service or non-service-

connected, shall provide the District's Executive Director or the Chairman of the Personnel Committee with a doctor's certificate, as may be requested by the District. The firefighter shall also be required to report to the District's physician for an examination.

19.6 If a firefighter is out for four (4) months or longer on non-work related absence due to illness or injury, then the firefighter will forfeit the lesser of time off accrued during the absence or forty-eight (48) hours, one week equivalent of PTO, unless prior scheduled PTO falls during the time of absence and is therefore forfeited. Time out of work shall be based upon the return to duty granted by the Fire District's physician.

19.7 An employee that is out on sick leave for two or more consecutive shifts may not actively participate in recreational activities, other than those approved by the attending physician, until after returning to active duty, without the permission of the Executive Director.

19.8 An employee that is out on sick leave for two or more consecutive shifts may not work at other employment until after returning to active duty, without the permission of the Executive Director.

19.9 An employee that is out on sick leave for an injury must request permission to attend recreational events as a spectator, during a scheduled work shift, from the Executive Director, which shall not be unreasonably withheld.

## **ARTICLE 20** **FUNERAL LEAVE**

20.1 In the event of a death in the firefighter's immediate family, the firefighter shall be allowed time off with pay for those days in which the firefighter has been scheduled to work, from the day of death through the day of interment. Immediate family shall mean spouse, child, parent, brother or sister, grandchild, and, in the event they attended the funeral, mother-in-law, father-in-law, sister-in-law, brother-in-law, and for grandmother and grandfather (including grandparent-in-laws) for the day of the funeral only.

## **ARTICLE 21** **UNIFORMS**

21.1 The District will continue the practice of providing work uniforms for paid firefighters and agrees that newly hired firefighters will be issued their uniforms from the day they start employment and agree that such issue shall include initially at time of hire: four(4) shirts of choice short sleeve or long sleeve shirts, thereafter maintain a total of three (3) shirts, and three (3) pair of work pants, three (3) tee shirts, (to be worn per "Rules and Regulations") one (1) sweatshirt, one pair athletic shorts, one (1) dress hat, one (1) District hat badge and one (1) class A uniform, one (1) over coat and one (1) pair of Gloves.

21.2 Replacement for worn and permanently soiled work uniforms shall be made promptly after inspection by a Duty Officer or Executive Director to maintain the allotted issue as provided in this Article. Before a replacement garment is issued, the worn or soiled uniform shall be turned in to a Duty Officer or Executive Director.

21.3 A burn-resistant work uniform that is compliant with NFPA 1975, or 100% Cotton, shall be available upon request as an alternative to the regular issued uniform. This uniform will be subject to the regular practices of uniform issuance and replacement.

21.4 The District shall continue to issue and replace as needed the following items: one (1) turnout coat one (1) helmet, one (1) pair of firefighting gloves, one (1) pair of extrication gloves, one (1) pair of bunker boots and pants, one (1) winter hat, one (1) winter jacket and one (1) firefighting flashlight. Turn-out gear shall equal or exceed the minimum NFPA standard No.1971.

21.5 Firefighters agree to maintain and properly clean the above issued materials.

21.6 While on duty, firefighters shall wear the issued uniform as their outer garment.

21.7 The District badge or patch shall not be worn on personal clothing.

21.8 Upon leaving the employ of the District, the firefighter shall return all of the above listed items which have been issued to that firefighter. If a firefighter fails to return any issued items, then the District shall deduct the value of such items from any final compensation due to the firefighter.

## **ARTICLE 22**

### **RETIREMENT PLAN & MANDATORY RETIREMENT AGE**

#### 22.1 Retirement Plans.

A. The retirement plan now offered and in effect under the New York State Police and Fire Retirement System shall be continued, which is provided for under Sections 375e, g, and j; 384f, g, h of the New York State Retirement and Social Security Law.

B. The District will adopt the New York State Police and Fire Retirement System Section 384d as an additional option.

C. Firefighters shall have a choice between the 25-year option (384f) and the 20-year option (384d), subject to the rules, deadlines and terms of the New York State Retirement System.

22.2 It is understood and agreed that the mandatory retirement age for the employees of the District shall be subject to the applicable federal and state statutes.

**ARTICLE 23**  
**SPECIAL LEAVE**

23.1 Any paid firefighter may, with the advance approval of the Executive Director, or the Duty Officer in his absence, be granted special leave for up to twenty-four (24) days on which the firefighter is able to secure another paid firefighter to work in his place, provided that:

A. Such substitution is in rank and is entirely voluntary by both employees involved;

B. Such substitution does not impose any additional cost in moneys or time upon the District;

C. The Executive Director or the Duty Officer in his absence is notified seventy-two (72) hours in advance of the substitution, except in case of emergency;

D. All paybacks of substituted time will be made in the same calendar year in which the substitution occurred and shall be arranged solely by the employees involved;

E. An employee will be allowed to take an earned but unused PTO day as long as not more than one man is off from the shift;

F. All special leave substitutions shall be scheduled for a minimum of four (4) hours;

G. All special leave shall be subject to the thirty-eight (38) hour on duty maximum;

H. The District shall pay each employee involved in the substitution as if the employee had worked his regular work schedule; and

I. The Association agrees that it will not grieve claims or disputes between employees that involve an alleged failure to reimburse an employee for special leave time.

**ARTICLE 24**  
**RULES AND REGULATIONS**

24.1 The Board of Fire Commissioners retains the sole discretion to adopt rules and regulations for the operation and administration of the District. The Board further retains the sole discretion to amend, modify or delete such rules and regulations from time to time. Such rules and regulations shall not contravene the specific language of any article or section of this Agreement.

24.2 Before adoption of a new or revised rule or regulation, the Association President shall be provided with a copy of the proposed rule or regulation and shall be given a reasonable opportunity to comment upon the proposed new or revised rule or regulation. Such opportunity to comment, however, will not in any way impair the District's unilateral right to implement the new or revised rule or regulation.

**ARTICLE 25**  
**NO WORK INTERRUPTION**

25.1 During the term of this Agreement there shall be no work stoppage or interruption or slowdown or any other concerted refusal to perform diligently the responsibilities of firefighters or employees of the Fire District.

**ARTICLE 26**  
**RELATIONSHIP OF STATUTE TO AGREEMENT**

26.1 The Fire District shall maintain all the powers and duties accorded to it under Town Law Article XI, as amended from time to time, and in the event of any conflict between said Article or any other statute and the provisions of this Agreement, then the statute shall prevail, except that with respect to matters having to do with the individual relationship of a firefighter either individually or under a firefighter organization, to the Fire District, as an employer, the provision of this Agreement shall prevail.

26.2 It is agreed that this Agreement may only be modified by a written amendment, voluntarily accepted by the parties to this Agreement, and executed by their representatives.

**ARTICLE 27**  
**SECTION 204 NOTICE**

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

**ARTICLE 28**  
**CIVIL SERVICE LIST**

28.1 The District agrees to communicate with the Civil Service Commission throughout the period of this Agreement to schedule an examination for the ranks of paid firefighters, fire lieutenants, and fire captains so that a list for each position will be available through the period of this Agreement.

28.2 Notice of Civil Service exams will be posted on the boards described in Section 9.

28.3 Firefighters requiring time off for promotional exams shall request time in writing in advance. Approval for such request shall not be unreasonably withheld.

**ARTICLE 29**  
**GROUP LIFE INSURANCE**

29.1 Within two weeks after receipt of a validated invoice from a life insurance carrier selected by the Association, the selection verified by the President of the Association, the District will pay to that Company an amount of \$4,000.00 per contract year toward the purchase of a group term life insurance policy.

29.2 The District bears no responsibility whatsoever for the purchase, interpretation, etc. of that policy. The District's only responsibility will be the payment of \$4,000.00.

**ARTICLE 30**  
**GROUP VACANCY**

30.1 Should a vacancy occur within the negotiation unit, such vacancy shall be made known to other groups through a posting process in each firehouse. Any firefighter may apply in writing, within three (3) days of the date of posting, for consideration in filling the vacancy.

30.2 Such applications will be taken into consideration by the District. The District, however, reserves the sole right to the final determination as to who will fill the vacancy. Such determination will not be subject to the grievance procedure.

**ARTICLE 31**  
**RESIDENCY REQUIREMENT**

31.1 It is understood and agreed that all probationary employees with less than 1 year of service shall, as a condition of original and continued employment,

maintain a permanent residence and domicile within a radius of 22 miles of the Twelve Corners in the Town of Brighton, Monroe County, State of New York.

31.2 All permanent firefighters shall be required to maintain a residence within the six-county area of Monroe, Wayne, Ontario, Livingston, Genesee and Orleans, in the State of New York. The employment of any permanent firefighter shall terminate upon his ceasing to reside within the six-county area mentioned in the preceding sentence.

31.3 Any employee who changes his place of residence must give prior written notice to the Board of Fire Commissioners of his new address and telephone number.

## **ARTICLE 32** **MISCELLANEOUS**

32.1 The District will provide PSA testing for firefighters over forty (40) years of age during physicals upon request, and will also provide TB testing if requested by the employee.

32.2 The District will establish pre-tax payroll deductions for eligible employees who wish to enroll in the AFLAC cancer coverage, the full cost of which shall be paid by participating employees. There shall be one open enrollment period each year for this coverage.

### 32.3 EMT Certification:

A. All firefighters shall be required to possess and maintain an EMT certification, at the District's expense, as a condition of employment.

B. If a firefighter's EMT certification lapses due to error or neglect by the District, then the firefighter shall in good faith assist the District as necessary to restore the certification as soon as possible. If a firefighter's EMT certification lapses due to error or neglect by the firefighter, then the firefighter shall have a period of eighteen (18) months to restore such certification without loss of employment with the District.

32.5 In order to assure orderly and continued operation of the District, a firefighter will receive a lump-sum payment of \$1,000 (less applicable taxes and withholdings) if: (A) the firefighter provides six months advance written notice of the date of the firefighter's retirement; and (B) the firefighter retires on the announced date.

32.6 The parties agree to develop an acceptable Christmas rotation program so that firefighters will be able to enjoy the Christmas holiday every other year.

32.7 Physical Fitness: The District and the Association agree that the work duties of Career Firefighters can be physically and/or mentally demanding. The District agrees to afford the employees time while on duty for exercise and physical fitness. Members of the bargaining unit shall agree to take advantage of the opportunity by participating in exercise and fitness for a minimum of 30 minutes per shift time permitting. Exercise will not be required between 10 pm and 7 am.

32.8 Emergency Release Time: A firefighter may be granted time off without loss of pay at the discretion of the Executive Director (or his designee) for no more than 36 hours per calendar year. It is expected that after the emergency is over the employee will return to work.

32.9 Jury Duty: The Fire District will pay any firefighter in full for time served for required Jury Duty. Any reimbursement received for those services when scheduled to work will be turned over to the Fire District. It is expected that a firefighter serving on jury duty would report to work whenever the schedule would permit. This includes coming into work at the end of a day of Jury Duty service if scheduled to work a 24 hour shift unless seated on a jury or required to remain in jury service.

32.10 Pregnancy and Recovery Leave Policy. The current policy regarding Pregnancy and Recovery Leave is attached to this Agreement as Appendix B, which will remain in force for the term of this Agreement.

### **ARTICLE 33** **SAFETY & HEALTH COMMITTEE**

33.1 The District and the Association shall establish a Safety & Health Committee, which shall consist of the District Safety Officer, Municipal Training Officer, Fire Chief and no more than two (2) firefighters selected by the Association and two (2) representatives selected by the District. Each party shall notify the other of its designated committee members by no later than the District's organizational meeting in January of each calendar year.

33.2 The Safety & Health Committee shall meet on a quarterly basis, or more frequently if requested by either party to address an immediate safety concern. The quarterly meeting may be cancelled only by mutual agreement of both parties. The meetings shall occur on the District's premises, and there shall be no loss of pay for a firefighter's attendance at meetings that occur during the firefighter's normal shift. A firefighter attending a meeting outside of the firefighter's normal shift shall receive compensation as provided in Article 12.5.

33.3 A firefighter may at any time raise a safety-related concern with any member of the Safety & Health Committee or any member of District's management.

33.4 The Association may present thoughts on safety or management to the Director. The Association and Director shall meet periodically for the purpose of reviewing recommendations submitted by the Association on issues of safety and training. The Association shall present their recommendations in writing.

**ARTICLE 34**  
**TERM OF CONTRACT**

34.1 The provisions of this Agreement shall become effective January 1, 2019, and shall continue in full force and effect until midnight, December 31, 2023, and, unless written notice is given at least one hundred twenty (120) days but no more than one hundred fifty (150) days prior to September 15, 2023, 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 but not more than one hundred fifty (150) days prior to the 15th day of September of any subsequent year.

BRIGHTON FIRE DISTRICT

BRIGHTON PROFESSIONAL  
FIREFIGHTERS ASSOCIATION

By: \_\_\_\_\_  
Richard J. Garrett, Jr., Chairman  
Board of Fire Commissioners

By: \_\_\_\_\_  
Douglas Lee, President  
Brighton Professional  
Firefighters Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**SALARY AND LONGEVITY SCHEDULE**

<b>2019</b>		1%	Amount	
<b>Years of Service</b>	<b>Annual Salary</b>		<b>Longevity</b>	<b>Total</b>
0	\$46,094			\$46,094
1	\$51,453			\$51,453
2	\$56,814			\$56,814
3	\$62,174			\$62,174
4	\$67,533			\$67,533
5	\$72,893			\$72,893
6-9	\$78,613		\$500	\$79,113
10-14	\$78,613		\$1,250	\$79,863
15-19	\$78,613		\$2,000	\$80,613
20-24	\$78,613		\$2,250	\$80,863
25-29	\$78,613		\$2,500	\$81,113
30+	\$78,613		\$2,750	\$81,363

<b>2022</b>		2.5%	Amount	
<b>Years of Service</b>	<b>Annual Salary</b>		<b>Longevity</b>	<b>Total</b>
0	\$49,156			\$49,156
1	\$54,870			\$54,870
2	\$60,586			\$60,586
3	\$66,303			\$66,303
4	\$72,017			\$72,017
5	\$77,734			\$77,734
6-9	\$83,834		\$500	\$84,334
10-14	\$83,834		\$1,250	\$85,084
15-19	\$83,834		\$2,000	\$85,834
20-24	\$83,834		\$2,250	\$86,084
25-29	\$83,834		\$2,500	\$86,334
30+	\$83,834		\$2,750	\$86,584

<b>2020</b>		2%	Amount	
<b>Years of Service</b>	<b>Annual Salary</b>		<b>Longevity</b>	<b>Total</b>
0	\$47,016			\$47,016
1	\$52,483			\$52,483
2	\$57,950			\$57,950
3	\$63,417			\$63,417
4	\$68,883			\$68,883
5	\$74,351			\$74,351
6-9	\$80,186		\$500	\$80,686
10-14	\$80,186		\$1,250	\$81,436
15-19	\$80,186		\$2,000	\$82,186
20-24	\$80,186		\$2,250	\$82,436
25-29	\$80,186		\$2,500	\$82,686
30+	\$80,186		\$2,750	\$82,936

<b>2023</b>		2.5%	Amount	
<b>Years of Service</b>	<b>Annual Salary</b>		<b>Longevity</b>	<b>Total</b>
0	\$50,384			\$50,384
1	\$56,242			\$56,242
2	\$62,101			\$62,101
3	\$67,960			\$67,960
4	\$73,818			\$73,818
5	\$79,677			\$79,677
6-9	\$85,930		\$500	\$86,430
10-14	\$85,930		\$1,250	\$87,180
15-19	\$85,930		\$2,000	\$87,930
20-24	\$85,930		\$2,250	\$88,180
25-29	\$85,930		\$2,500	\$88,430
30+	\$85,930		\$2,750	\$88,680

<b>2021</b>		2%	Amount	
<b>Years of Service</b>	<b>Annual Salary</b>		<b>Longevity</b>	<b>Total</b>
0	\$47,957			\$47,957
1	\$53,532			\$53,532
2	\$59,109			\$59,109
3	\$64,685			\$64,685
4	\$70,261			\$70,261
5	\$75,838			\$75,838
6-9	\$81,789		\$500	\$82,289
10-14	\$81,789		\$1,250	\$83,039
15-19	\$81,789		\$2,000	\$83,789
20-24	\$81,789		\$2,250	\$84,039
25-29	\$81,789		\$2,500	\$84,289
30+	\$81,789		\$2,750	\$84,539

**APPENDIX B**  
**PREGNANCY AND RECOVERY LEAVE POLICY**

The Brighton Professional Firefighters Association and the Brighton Fire District recognize that reproductive health can be adversely affected by the conditions encountered in firefighting. The Association and District also recognize that pregnancy is a natural occurrence in a woman's life and therefore have agreed to this policy concerning the terms of a firefighter's pregnancy and recovery leave.

Firefighting carries inherent risks, those risks can be greater during pregnancy. It is strongly encouraged that firefighters consult with their physicians regarding these risks.

When a firefighter has medically verified that she is pregnant it is strongly advised that she report her condition to the District.

Upon receiving notification, the District will offer a consultation between the District's physician and the firefighter, at the District's expense. The District's physician will discuss with the firefighter the hazards and risks to her and her fetus associated with continued performance of active duty firefighting. The District's physician will also provide the firefighter with information for her attending medical professional and, with the firefighter's written permission, will contact her attending medical professional to provide the information directly.

During a pregnancy, a firefighter will be able to continue to perform in her usual, full range of assignments up to the time she and her attending medical professional make a determination that it is no longer an option medically, or until she is no longer capable of performing the essential functions of her job. The pregnant firefighter should confer with her attending medical professional and provide a job description that delineates the essential job functions of a firefighter. Both the firefighter and the attending medical professional are expected to consider the risks and benefits of remaining in a full-duty status performing a wide range of assignments, especially duties concerning structural fires and exposure to hazardous materials. Proper fit of personal protective equipment (PPE) shall be a consideration of the firefighter and her attending medical professional.

Based on the attending medical professional's recommendations, the firefighter can request to be assigned to light duty assignment with a letter from her attending medical professional. The District shall attempt to assign the firefighter to a light duty assignment without a loss of salary or benefits. The District is not required to create a light duty position but shall strive to honor the request.

The District will not require a firefighter to accept a light duty assignment or take leave except upon the advice of her attending medical professional or because the firefighter is no longer capable of performing her job.

At any point during the pregnancy the firefighter may choose to treat the pregnancy leave as any other non-service connected disability. The leave would be governed by Article 19 of the collective bargaining agreement (CBA) with the exception of secondary employment.

While on pregnancy leave, the ability to work at secondary employment would be at the discretion of the firefighter and her attending medical professional. Secondary employment would be allowed on non-scheduled work days utilizing the schedule the firefighter was working when notice of pregnancy was provided. Following the pregnancy, during a recovery period, secondary employment would be governed by Article 19.8 of the CBA.

The firefighter may utilize accrued Paid Time Off in addition to Sick Leave as well as up to ten weeks of unpaid leave to provide her time to return to full duty as medically necessary. A firefighter experiencing a pregnancy with less than five years of employment, during which she has a maximum of six months Sick Leave and limited Paid Time Off, would be allowed to utilize up to 20 weeks of unpaid leave to provide her time to return to full duty as medically necessary. The firefighter is expected to proactively communicate her use of time as well as her expected recovery with the District throughout the pregnancy and recovery leave.

The District and the Association recognize that a pregnant employee may be entitled to additional leave beyond that to which she is entitled under this Policy as a reasonable accommodation under the Americans With Disabilities Act, or other applicable law, for limitations resulting from pregnancy-related conditions that constitute a disability. Requests for reasonable accommodations of a pregnancy-related disability, including additional leave, should be submitted in writing to the Executive Director. Such requests will be expeditiously considered, and will be denied only where granting the request would result in undue hardship or expense.

Upon returning to work, the firefighter shall provide a written release from her attending medical professional stating that she is able to return to work.

Upon returning to active duty positions, the department shall make accommodations for lactating mothers to pump or breastfeed as required by applicable law.

District employees privy to the medical information related to the pregnant firefighter shall maintain that information as confidential, to the extent permitted and/or required by law, but may forward it through the chain of command as necessary for assignment or notification that the employee has been placed on leave for scheduling purposes.

The District assumes no special responsibility for any medical risks associated with the pregnancy, whether or not they relate to duty assignment.

**APPENDIX C**  
**COMPENSATORY TIME PILOT PROGRAM**

**MEMORANDUM OF UNDERSTANDING**

The Brighton Fire District (the "District") and the Brighton Professional Firefighters Association (the "Association") agree to a pilot program for the use of Compensatory Time. The purpose of this pilot program is to create a trial period for a collective bargaining agreement Compensatory Time program, in order to ensure it does not place an undue administrative burden upon the District. The District and the Association agree to the following rules and terms:

1. Time worked during callbacks and training may be taken as normal pay or "banked" as compensatory time to be used by the employee later.
2. To bank time as compensatory time, the employee shall notify the duty officer that he/she wishes to take the time as compensatory time before the end of the shift during which the callback occurs.
3. An employee may accumulate a maximum of ninety-six (96) hours of compensatory time within a calendar year.
4. Accumulated compensatory time must be used within the same calendar year it was earned, except for a maximum of forty-eight (48) hours which will automatically be carried over to the next calendar year. Compensatory time off that has been scheduled is not considered used. Thus, any compensatory time that is approved and scheduled to be used in the following calendar year will be applied to the forty-eight (48) hour maximum carry-over amount at the end of the year.
5. Any compensatory time over this forty-eight (48) hour maximum carry-over amount remaining at the end of each year will be automatically paid out as straight time to the employee in the final pay period of that calendar year. This payout may occur in the following calendar year. For example, if an employee has 72 hours of accumulated compensatory time at the end of a calendar year, 48 hours would be carried over to the next year, and 24 would be paid out to the employee.
6. All compensatory time must be used in 10-hour, 14-hour, and 24-hour blocks.
7. The use of compensatory time requires prior approval and may be denied if requested with less than twenty-four (24) hours' notice, or if the District is unable to fill the open position through the standard callback process. Mandated call backs shall not be utilized to cover compensatory time requests.

8. When a member chooses to take compensatory time for any time that requires a pay differential as required the collective bargaining agreement, this pay differential shall be paid out to the member in the next pay period, and the hours worked shall be banked as compensatory time as defined in this agreement.
9. All accumulated compensatory time must be used or paid out prior to separation.

This MOU will be valid for the term of January 1, 2019 through December 31, 2021. Upon mutual agreement of both parties, this pilot program may be renewed for the remaining term of the collective bargaining agreement (through December 31, 2023). The District agrees that a decision to decline or to renew this MOU shall not be made in an arbitrary or capricious manner.

Richard J. Garrett	Date	Douglas J. Lee	Date
Chairman		President	
Brighton Fire Commission		Brighton Professional Firefighters Assn.	

**APPENDIX D**  
**VOLUNTARY PARTICIPATION IN THE MONROE COUNTY SPECIAL**  
**OPERATIONS UNIT (MC SOU)**

**MEMORANDUM OF UNDERSTANDING**

The Brighton Fire District (“The District”) and the Brighton Professional Firefighters Association (“The Association”) agree to the following terms to allow Collective Bargaining Unit Members (“CBU Members”) to voluntarily participate with the Monroe County Special Operations Unit (“MC SOU”):

1. The District will cover the CBU Member for any injuries and illness incurred during voluntary participation in the MC SOU at a level equivalent to what they would receive if at work under NYS General Municipal Law 207(a) and worker’s compensation insurance (to the extent permitted by GML 209bb) for activities related to the MC SOU mission and objectives including training sessions and responses when off-duty. The District will pass a resolution acknowledging same, and renew as necessary. (See signed resolution attached to this MOU)
2. Time spent by a CBU Member on activities related to the MC SOU mission and objectives including training sessions and responses while off-duty are on an off-duty and voluntary basis only, and not subject to the control or direction of the District. The District will not pay a CBU Member for such off-duty volunteer time, unless the incident is located within the Brighton Fire District, in which case the District will provide compensation in accordance with Article 12 of the Collective Bargaining Agreement. The District does not require or encourage participation in the MC SOU by any CBU Member.
3. The District will allow a CBU Member to respond to team callouts when on duty, and remain on duty for the remainder of their regularly scheduled shift, as long as Callbacks can be secured to cover openings created by the absences. (Immediate callouts will be allowed without delay as long as not more than one piece of apparatus must be placed out of service.)
4. The District will provide “training” release time to a CBU Member for team related training sessions, provided necessary callbacks can be secured.
5. CBU Members permitted to volunteer for the MC SOU will be selected through a committee internally that will first review the MC SOU application and determine if the application will advance to the MC SOU process.

This agreement will be reviewed annually by both the District and the Union every December for participation in each forthcoming calendar year.

_____ Richard J. Garrett Chairman Brighton Fire Commission	_____ Date	_____ Douglas J. Lee President Brighton Professional Assn.	_____ Date Firefighters
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In the Matter of the Memorandum of Understanding between Brighton Fire District and BPFA

**RESOLUTION**

The Brighton Fire District (the "District") is willing to sponsor interested career firefighters of the Brighton Professional Firefighters Association (the "Union") to volunteer with the Monroe County Special Operations Unit ("MC SOU") based on the following considerations:

1. The District will cover the employee through 207(a) and worker's compensation insurance (to the extent permitted by GML 209bb) for activities related to the MC SOU mission and objectives including training sessions and responses when off-duty. The District will pass a resolution acknowledging same.
2. Time spent by career firefighters on activities related to the MC SOU mission and objectives including training sessions and responses while off-duty are on an off-duty and voluntary basis only, is not subject to the control or direction of the District, and the District will not pay career firefighters for such off-duty volunteer time. The District does not require or encourage participation in the MC SOU by any career firefighter.
3. The District will allow career firefighters to respond to team callouts when on duty, and remain on duty for the remainder of their regularly scheduled shift, as long as Callbacks can be secured to cover openings created by the absences. (Immediate callouts will be allowed without delay as long as not more than one piece of apparatus must be placed out of service.)
4. The District will provide "training" release time to career firefighters for team related training sessions, provided necessary callbacks can be secured.
5. Firefighters permitted to volunteer for the MC SOU will be selected through a committee internally that will first review the MC SOU application and determine if the application will advance to the MC SOU process.

This agreement will be reviewed by both the District and the Union every December for participation in the following year.

**BE IT RESOLVED**, that this Board of Fire Commissioners of the Brighton Fire District hereby resolves to approve the Memorandum of Understanding as presented above.

On motion by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_, the above Resolution was voted upon by a roll call vote.

On this 20<sup>th</sup> day of September 2018, the following vote was recorded:

Ayes

Nays 0

Absent

Whereupon, the Chairman declared the foregoing Resolution duly adopted.