



Collective Bargaining Agreement

Between the

NORTH GREECE FIRE DISTRICT

AND THE

**Greece Uniformed Fire Officers Association
(IAFF 4640)**

JANUARY 1, 2022 TO DECEMBER 31, 2026

COPY

DEFINITIONS

“Agreement” refers to this collective bargaining agreement.

“District” refers to the North Greece Fire District.

“Union” refers to the Greece Uniformed Fire Officers’ Association, Local #4640.

“Vice-President” refers to the Vice-President of the Union.

“Member” and “Employee” refer to all full-time employees of the District who occupy the civil service classification of Lieutenant, Captain or Battalion Chief, regardless of their membership status with the Union pursuant to the regulations set forth in Article 1 of this Agreement.

“Board” refers to the Board of Fire Commissioners of the North Greece Fire District.

“Fire Chief” refers to the Career Fire Chief or his replacement as designated by the Board. A designated replacement will be named by the Board for long term absence of the Fire Chief such as vacation, illness, etc. Written notification of such a designation will be provided to the Union. In the event that the Board promotes or appoints a Career Deputy Chief without removing the position of Fire Chief, all clauses of the Agreement which pertain to the authority and/or privilege granted to the Fire Chief shall become the sole authority or privilege of the highest-ranking Career Chief

“Management” refers to the Board and all Chief Officers. The board may designate additional management personnel in writing to the Union a minimum of seven (7) days prior to the effective date of the designation.

“Chief Officer” refers to any Fire Chief or Deputy Chief, as appointed by the Board, and regardless of Civil Service classification. The position of Battalion Chief is excluded from this definition

“Duty Officer” refers to the Officer that is in charge of the group on duty for the shift in question.

“Battalion Chief” refers to the individual responsible for daily group activities and supervision of Company Officers.

“Company Officer” refers to Captains (and) or Lieutenants who are responsible for the line firefighting supervision in either ladder, quint, engine or rescue vehicles.

**Article 1
PREAMBLE**

This agreement is entered into between the North Greece Fire District (hereinafter the "District" or Employer) and the Greece Uniformed Fire Officers Association IAFF Local 4640, International Association of Firefighters AFL-CIO (hereinafter the Union). The purpose of this agreement is to set forth the wages, hours and terms and conditions of employment for those persons employed by the North Greece Fire District on a full-time basis who occupy the Civil Service classification of Lieutenant, Captain, and Battalion Chief, which employees are identified as Officers, or Members. This agreement is also intended to provide a procedure for the resolution of any differences or disputes regarding the application or interpretation of this agreement.

**Article 2
RECOGNITION**

The Fire District recognizes the Union as the exclusive negotiating representative for all full-time paid officers with the Civil Service classification of Lieutenant, Captain, and Battalion Chief, excluding all other employees including Fire Chief, Firefighters, laborers, office and clerical staff.

**Article 3
UNION SECURITY**

3.1 As long as the same is required by law, this is an Agency fee agreement, under which all members are required to pay a uniform amount as representation costs, whether they choose to become and remain member of the Union

3.2 The Union shall maintain a procedure, which provides for the refund to any officer demanding the same of his/her pro-rata share of the expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and condition of employment.

3.3 Agency fee deductions and membership dues, fees and assessments for those who are Union members and have executed written authorization, shall be deducted bi-weekly and forwarded to the Secretary/Treasurer of the Union not later than the fifteenth (15th) day of the following month.

3.4 Upon receipt by the employer of a written revocation of dues deduction authorization, the Fire District shall honor the same, but shall thereafter commence with the deducting of the required Agency fee.

3.5 The Union may change the amount of dues deducted upon written notice to the Board of Fire Commissioners. The new dues deduction will take effect during the pay period following receipt by the Board of Fire Commissioners of the written notice.

3.6 The Union shall indemnify and hold harmless the District with respect to any claim arising out of the deductions and transmittal of fees and dues in accordance with the provisions of this article.

Article 4 MANAGEMENT RIGHTS

4.1 The District retains the sole right to adopt rules and regulations and standard operating procedures relating to the operation and administration of the Fire District, and to amend, modify or delete any such rules, regulations or procedures from time to time; provided however, that no such rule, regulation or procedure shall contravene the specific language or any Article or Section of this Agreement. In addition, when a new or revised rule or regulation affecting working conditions is implemented, the President of the Union shall be provided with the proposed rule at least 7 days prior to the proposed change or addition so the Union President may consult with members to gain their response on the proposed change or addition. He may then be given an opportunity to present comments and input thereon. Nothing contained in this Section shall prevent an employee from maintaining a grievance claiming that a rule or regulation affecting his wages, hours or conditions of employment has been unfairly or discriminatorily applied.

4.2 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 the operations to be conducted and rendered, the methods, processes and means to be utilized, the control of buildings, real estate, materials and equipment, to determine whether and to what extent the work required in supplying its services shall be performed by officers covered by this Agreement, to maintain order and efficiency, to discipline, suspend, discharge, hire, layoff, assign, transfer, promote, and determine the qualifications of officers, to determine the hours of work and to enforce rules and regulations for the conduct of employees; provided, however, that the foregoing rights shall be subject to any limitations that are contained in any Article or Section of this Agreement.

4.3 The management rights of the District include any and all powers and authorities held prior to entering into this Agreement, including all rights under common law and under the laws of the State of New York or of the United States, except as the same may have been specifically abridged, delegated, granted or modified in a lawful manner through a specific Article or Section of this Agreement.

4.4 Any failure by the District to exercise a particular management right, or the exercising of such right or function in a particular manner, does not constitute a waiver to exercise such right or function in the future, provided that it is not in conflict with a specific Article or Section of this Agreement.

4.5 The Union reserves its right to seek negotiations over the impact of any change or proposed change in any fundamental term and condition of employment that is a mandatory subject to bargaining under law.

Article 5 DISCRIMINATION

5.1 All references to Officers in this Agreement designate both sexes, and whenever the male gender is specified, it shall be construed to include both male and female officers.

5.2 The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, national origin, marital status, arrest record, sexual orientation or non-job

related disability, as provided under federal and state laws, rules and regulations. In the event of a claim by an officer of unlawful discrimination, the officer 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.

5.3 There shall be no discrimination by the Union or Fire District because any unit member has participated in or refrained from any activities on behalf of, or membership in, the Union. In the event of a claim of such discrimination, the matter shall not be subject to the exclusive jurisdiction of the NYS Public Employment Relations Board.

Article 6 UNION Rights

6.1 The Vice President of the Union and or his/her designee shall be allowed a maximum of 50 hours of release time per year without loss of pay for the Union business. The Fire Chief will be provided with a written request ten (10) calendar days in advance of the leave request, specifying the dates and time needed and the names of the Officers to be released. The Fire Chief may grant leave upon less than ten (10) day notice at his discretion. Additional time off may be granted at the discretion of the Fire Chief.

6.2 The Union will be allowed use of a bulletin board in each fire station for official Union communications. Materials placed on such boards shall not contain any material derogatory of the Union or the District, their policies, procedures, or personnel.

Article 7 UNION SENIORITY & NOTIFICATION

7.1 Subject to Civil Service Law requirements, seniority shall be determined by time in rank, followed by the length of continuous employment with the North Greece Fire District. A member's seniority shall be suspended, but not broken, by any leave of absence in excess of thirty calendar days, or by transfer to a position with the District outside the bargaining unit. In the case of members with the same start date, the tie shall be broken by position on the civil service list (if applicable), or the date of appointment, or alphabetically. A member who resigns or is terminated shall lose their seniority, except as may be required under the Civil Service Law or Military Law.

7.2 The District will establish and update as necessary a seniority list for Officers. Upon request, the President of the Union or his designee shall be entitled to information concerning appointments, promotions, transfers, discipline, leaves of absence, layoffs, recall or serious injury relating to any member of the bargaining unit. In case of any conflict with the Civil Service Law, the requirements of the Law will control.

7.3 All layoff, recall and bumping rights, and remedies relating to claimed violations thereof, shall be administered according to the provisions of the Civil Service Law relating to competitive class employees.

Article 8
PROMOTION ANNOUNCEMENTS AND EXAMINATIONS

8.1 Announcements for promotional opportunities shall be duly posted in each fire station. Officers shall be granted time off for taking such exams by allowing the use of compensatory time, shift trades or vacation if a promotional exam is scheduled during normal work hours.

Article 9
DISCIPLINE AND DISCHARGE

9.1 All disciplinary action including terminations shall be conducted in accordance with the procedures and requirements of Section 75 of the Civil Service Law.

9.2 An employee has the right to Union representation at a disciplinary interview or interrogation for written counseling of a corrective or disciplinary nature. The Union shall be provided a copy of any counseling or disciplinary memo.

9.3 An officer may agree to accept command discipline without the notice and hearing rights afforded by Civil Service Law, but this shall not create a precedent for the discipline of any other officer.

9.4 The hearing officer, selected by the District to conduct a section 75 hearing, shall be independent from the Fire District.

9.5 The hearing officer shall make his/her recommendation to the Board of Fire Commissioners. The decision of the Board may be appealed by the affected officer to the Monroe County Civil Service Commission or to the courts, as provided by law.

Article 10
RULES AND REGULATIONS

10.1 The Board of Fire Commissioners retains the sole right to adopt rules and regulations for the operation and administration of the Fire 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.

10.2 Before adoption of a new or revised rule or regulation that affects wages, hours, terms and conditions of employment, or safety, the Union shall be provided with a copy of the proposed rule or regulation at least 7 days before such rule or regulation is implemented and given an opportunity to comment upon the proposed new or revised rule or regulation. However, such opportunity to comment will in no way impair the Fire District's unilateral right to implement the new or revised rule or regulation.

Article 11
GRIEVANCE PROCEDURE

11.1 A grievance is defined as a dispute or controversy arising out of the application or interpretation of any provision of this Agreement but shall not include any matter reviewable pursuant to any other law or procedure, including the Civil Service Law and Section 75 thereof which shall apply to the discipline and discharge of employees.

11.2 The procedure contained in this Article shall be the exclusive method of resolving a grievance. The filing of a timely grievance at the initial stage shall be a condition precedent to arbitration, and the failure of the employee or Union to appeal to the next stage within the time limits shall result in a dismissal of the grievance. The failure 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. A grievance may be filed by an employee who is on a leave of absence or who has retired, but only if such grievance relates to an act or omission which is a recognized grievance under article 11.1 and which occurred when the grievant was employed by the District.

11.3 Step 1. A written grievance, setting forth the provision of this Agreement involved, the time, date and circumstances of the alleged violation and the remedy requested shall be submitted to the Fire Chief within fifteen calendar days after the act or omission giving rise to the grievance. The claim shall be promptly reviewed by the Fire Chief with the employee and his Union representative, and a resolution of the grievance, or a written decision denying the grievance, will be issued by the Fire Chief within fifteen calendar days after the grievance was submitted.

11.4 Step 2. If the grievance is not resolved, a written appeal may be submitted to the Board of Fire Commissioners within fifteen calendar days of the Fire Chief's decision. The Board and Fire Chief shall consider the grievance in executive session at the next Board meeting, or the Board may set a time and date for a grievance hearing within fifteen calendar days after such meeting. The Chief and Board shall render a decision in writing concerning the grievance within fifteen calendar days of the meeting, or after the hearing if one is held.

11.5 Step 3. The Union may appeal a decision of the Chief and Board to final and binding arbitration by submitting a written appeal to the Chief and Board within fifteen calendar days following their decision. The matter will then be submitted by the Union to the Public Employment Relations Board for the selection of an arbitrator in accordance with the PERB procedures. The arbitrator may decide only one grievance (except for cases with common facts), he shall have no power to add to, subtract from, or modify any provision of this Agreement, and he may not award retroactive relief except in the grievance before him. All fees and expenses of the arbitrator shall be shared equally by the District and Union, but all other expenses shall be borne by the party incurring them.

Article 12
TRAINING AND EDUCATION

12.1 Employees attending mandatory training programs required by the District shall be granted release time from regularly scheduled shifts, or otherwise compensated for time spent in training as prescribed in Article 14.1.

12.2 Upon the submission of a proper application, and in the discretion of the District, an employee may receive reimbursement for tuition fees and printed materials relating to job-related courses at accredited local institutions, or through a quality correspondence institution if a local course is not available. Reimbursement is conditioned upon the successful completion of the course with at least a B or equivalent grade and conditioned on the employee's written agreement to repay the District for any such reimbursement through deduction from final pay or otherwise, if his employment is terminated for any reason within five years of course completion, other than for reasons of death, permanent disability, or normal retirement.

Article 13 WORK SCHEDULE

13.1 Officers at all stations will be assigned to work a rotation of one 24-hour shift followed by 72 hours off. The District will maintain group staffing of 1 Battalion Chief, 1 Captain, and 2 Lieutenants. In the event the district requires additional apparatus on a permanent or temporary basis a company officer will be assigned. The allowable total duration of any shift shall not exceed 38 hours unless approved by the Fire Chief; total duration of any one shift not to exceed 48 hours under any circumstances.

13.2 Shift starting and stopping times, rotation changes, or different station locations (moves from one group to another) can be implemented after discussion with the employee(s) involved and at least 30 calendar days' notice, unless waived by the employee(s) involved.

13.3 Unit members assigned outside of the group rotation (24/72 shift) may work any combination of hours as prescribed by the Fire Chief provided, they fall within the hours of 07:00-17:00 or 08:00 -16:00, and do not exceed 42 hours/week. However, this schedule, common to staff assignments, may be further modified by the Fire Chief for purposes of job requirement, training and filling staffing shortages in an emergency or due to long term absences. Consideration shall be given to senior officers to remain on the day/night group rotation. Members assigned outside the group rotation will be placed on the appropriate existing officer overtime list. Any member assigned outside of the group rotation shall receive a staff shift premium payable per pay-period (26 pp) of \$163.47.

A. MTO Position – The Municipal Training Officer (MTO) position will be a daytime staff position. Working hours for this position will be determined as described in Article 13.3.

B. The Municipal Training Officer (MTO) will have an assigned vehicle for business use and emergency call backs. The MTO is permitted to use the vehicle for transport to and from his/her location. The Municipal Training Officer is responsible to follow all rules, regulations and guidelines associated with the use of a Fire District owned vehicle as outlined in Policy #1421, including the safe operation, emergency response use and vehicle cleanliness and upkeep. At the discretion of the Fire Chief, any assigned vehicle may be temporarily used or switched out during emergencies or in times of need (storms, training related travel, etc.).

13.4 Battalion Chiefs are considered command officers and preference for apparatus assignments will be to Lieutenants and Captains.

Article 14 OVERTIME

14.1 Officers shall be entitled to overtime pay at their regular rate for hours worked in excess of their normally scheduled shift assignments but shall receive time and one half for any hours exceeding 202 in a 28-day period. The 28-day period shall coincide with the established pay periods. No additional pay shall be provided for less than 15 minutes of time worked before or after a regular shift.

14.2 When the District decides to offer overtime work for the purpose of backfilling a group officer shift, the overtime will be offered to unit members, utilizing the current established Company Officer's or Battalion Chief's overtime time list. For the purposes of backfilling daily shifts a Captain (and) or Lieutenant can serve as Company Officers. Shifts for the Battalion Chief position will be offered to the current Battalion Chiefs before it is offered to Captains. The overtime offered will be at a rank for rank position unless deemed necessary by the Fire Chief.

14.3 In the event of a long-term absence or other personnel shortage, the District retains the right to assign a civil service Lieutenant to fill in for unit members holding the rank of Captain, excluding Battalion Chief. The District also retains the right to assign a civil service firefighter to fill in for unit members holding the rank of Lieutenant. Consideration for the members filling in to the position of Lieutenant will be given to the firefighters who are currently on the established Monroe County Civil Service list for Fire Lieutenant or Fire Captain respectively. Fill in or "acting" positions should be considered as a temporary assignment and not used for long term solutions. In the event of an emergency situation the District may utilize staff Officers to fill in for immediate vacancies as long as reasonable attempts at backfilling with a group officer occur as soon as possible. Preference for emergency backfilling will be according to Section 14.2.

14.4 In the event of a recall to duty, or for District required appearances in court or before an agency, the officer shall receive a minimum of 2 hours of pay. If a unit member is required to return to work as a result of an ordered and mandatory callback, such hours will be compensated at a rate of one and one-half hours for each hour worked. In the event the Fire Chief requires a Battalion Chief to be available on an "on call" basis and is given a vehicle for off duty responses, the Battalion Chief shall receive 8 hours of compensatory time per 24-hour period.

14.5 **Short Notice Overtime:** Employees shall be paid at their time and a half overtime rate or accrue 1.5 hours of compensatory time (at employee's discretion) for each actual hour worked outside their normal work schedule, when they have been given less than twenty-four (24) hours' notice from the start of the shift. Time and a half overtime rate of 1.5 hours of accrued compensatory time shall only be granted for less than 24-hour notice for sick calls only.

Article 15 COMPENSATORY TIME

15.1 Unit members who work hours in excess of their regularly scheduled hours during a 2 week pay period may elect to receive contractual compensatory time off in lieu of wages for the additional hours worked. The compensatory time off will be awarded at the rate of one hour of compensatory time off for each hour of additional work. No unit member will be

allowed to accrue more than 350 hours of compensatory time. In a separate payroll check issued the first pay period in December, accrued but unused hours of compensatory time, up to 72 hours, will be cashed out at a straight time rate. This payout will be combined with the payout for unused vacation hours. This check will be issued with only appropriate taxes taken out. If there is to be any variation from this, (withholding taxes, contribution to 457 plan, etc.) the request must be completed in writing to the District Treasurer no later than one (1) week prior to the processing of the first pay period of December. No unit member may elect to receive contractual compensatory time off for any hours worked in excess of 202 in a 28-day period.

A. Unit members electing to receive contractual compensatory time off in accordance with the above paragraph must provide notice of that election to the Fire Chief or other individual designated by the District electronically using the District's payroll or scheduling software. Such notice must be provided by the employee in a timely manner so as not to impede or impact the District's ability to process payroll. Failure to provide the required notice will result in the time being compensated regularly in wages.

B. Unit members wishing to take compensatory time off must submit a request through the established scheduling software at least 48 hours prior to the requested time off. Requests for compensatory time off will be granted unless there are personnel shortages. The requirement to provide at least 48 hours' notice may be waived by the Fire Chief or other individual designated by the District.

Article 16 LIFE INSURANCE

16.1 The existing \$25,000 Universal Group Life Insurance policy that predates this agreement shall be continued for all members, with terms and conditions thereof subject to the provisions of the plan and conditions established through District policy.

Article 17 RETIREMENT AND DEFERRED COMPENSATION

17.1 Officers shall be eligible for coverage under Retirement and Social Security Law Section 384-e, according to the terms and conditions of such plan.

17.2 The District will maintain a qualified Deferred Compensation Plan (Internal Revenue Code §457), with participation, rights and responsibilities subject to the provisions of the Plan. The District shall have the right to design and administer this plan and shall pay for the administrative costs thereof.

17.3 If a unit member provides the District with written notice of intent to retire nine (09) months in advance of retirement date, and does retire by the given date, the District will provide the unit member with an additional \$1000 in their final paycheck with all appropriate taxes withheld.

Article 18 HOLIDAYS

18.1 The District recognizes the following days as official Holidays: New Year, Martin Luther King, Presidents, Memorial, Independence, Labor, Columbus, Veterans, Thanksgiving, and Christmas.

18.2 All Officers, including those assigned to staff positions, will receive holiday pay in a separate check, for a lump sum of 100 hours, payable in the last pay period of October, issued as a separate payroll check. This check will be issued with only appropriate taxes withheld. If there is to be any variation from this, the request must be completed in writing no later than September 30 of the year in question. All requests must be pursuant to law.

18.3 Upon resignation or retirement, the member shall be paid for all holidays up to the date their employment ended.

18.4 Members who wish to have any of the listed paid holidays off for any duration of time on those given holidays, must themselves, secure full coverage for the extent of time requested. The unit member can seek vacation or compensatory time for the holiday requested upon securing coverage.

ARTICLE 19 HEALTH INSURANCE

19.1 Effective January 1, 2022, the District will offer coverage under the Simply Blue Plus Gold 6 plan HDHP. The District shall have the right to self-insure or substitute experienced rated or substantially equivalent plans (in terms of costs and benefits), provided that the Union will have the right to negotiate the impact thereof. For 2022, 2023, 2024, 2025 and 2026, the District's obligation shall be to pay 90% of the cost of the premium for Simply Blue HDHP at the appropriate coverage level (single, subscriber with spouse, subscriber with child, subscriber with children, or subscriber with spouse and one or more children), with the participating employee paying for any premiums exceeding this amount. The District will pay 80% of the premium costs for Dental Blue dental insurance plan, family, two-person, or single, or an equivalent dollar amount toward any other plan made available by the District. The cost of any premium increases on or after January 1, 2022 shall be split evenly between the District and the unit members, except as may be modified by an agreement of the parties.

A. On January 1, 2022, the District will contribute to a Health Reimbursement Arrangement/Account ("HRA") for each unit member participating in the Simply Blue HDHP in the amount of \$3200 for a single plan and \$6400 for a family plan. At the start of each subsequent plan year, the District will roll over any and all unused HRA contributions from the previous year and provide any additional contribution necessary to replenish the HRA to \$3200 for a single plan and \$6400 for a family plan. In no event will a participating unit member's HRA balance exceed the \$3200 or \$6400 balance stated above. *(See Example Below)*. As set forth in the controlling HRA plan documents, HRA distributions may only be used to reimburse participating unit members for expenses subject to the deductible, coinsurance, and out of pocket maximum under the Simply Blue HDHP. The District's obligation to contribute to an HRA will cease in the event that unit members no longer receive coverage under Simply Blue HDHP or an equivalent high deductible health plan.

HRA Example: For the 2022 plan year, Firefighter Joe elected Simply Blue HDHP coverage for himself, his spouse, and his two children. At the start of 2022, the District established and contributed \$6400 to an HRA for Joe. During the 2022 plan year, Joe receives \$2,000 in distributions from his HRA to cover copay and co-insurance expenses he incurred under the Simply Blue HDHP, leaving the HRA with a \$6200 balance, which rolls over to 2023. At the start of 2023, assuming Joe

retains the same coverage, the District will contribute \$2,000 to Joe's HRA, thus bringing the balance back up to \$6400.

B. In the event that the health care plan offered by the District at the time this agreement is executed is no longer available for any reason during the term of this agreement and the District determines that no substantially equivalent plans, in term of cost and benefits, are available, both parties agree to meet and negotiate the selection of a new health insurance plan.

C. A unit member who is eligible for coverage under a spouse's health insurance policy may accept such coverage in lieu of District coverage (unless prohibited under the spouse's terms and conditions of employment) and the District will reimburse the unit member for any premium contributions required for the spouse, not to exceed the District's premium contribution that would be made under the Agreement.

19.2 The District agrees to provide unit members that elect to participate in the Simply Blue HDHP with vision insurance coverage and to pay 100% of the cost of the premium for the offered vision insurance plan. The District's obligation to provide vision coverage at no cost to unit-members participating in the Simply Blue HDHP will cease in the event that the health insurance offered by the District also provides vision coverage.

19.3 The Flexible Spending Account (FSA) plan, or its substantial equivalent, will be maintained by the District, and will be administered according to the terms of the plan and as required by applicable regulations. New unit members will be eligible to join beginning with the month following completion of three months service.

19.4 The District will continue to make available an Employee Assistance Program (EAP) for unit members.

19.5 **Active Member, Non-line of duty death.** District contributions toward two-person or family health insurance coverage and District funded HRA shall continue for a period of 180 days following the death of an active unit member (not in the line of duty); thereafter, the spouse may opt to remain on the District's group health plan at the appropriate coverage level (single, spouse and children) until such time that the spouse dies or remarries, and until any dependent children of the deceased member enlist in Military, marry or reach the maximum age as set forth by the issuing insurance company. Insurance premiums shall be paid in full following the 180 days by the spouse and/or dependents with the District providing the fully funded HRA when enrolled into a High Deductible Healthcare Plan.

19.6 **Line of Duty Death Coverage.** In the event of a line-of-duty death of any unit member, the District will provide and pay the cost, in full, of the same health and dental insurance coverage as negotiated between the Union and the District including the funded HRA when applicable, for the spouse of the deceased member until the spouse dies or remarries, and the dependent children of the deceased member until such dependents enlist into the military, marry, or reach the maximum allowed age as set forth by the issuing insurance company. Notwithstanding the foregoing, the District shall only be required to provide health and dental insurance coverage to such deceased member's spouse and/or dependents if such individual(s) are not covered under another insurance plan.

19.7 A unit member who retires under the New York State Retirement System directly after having served the required minimum years of retirement credit will be entitled to retiree health, dental, and vision insurance as follows:

A. A retiree that has served a minimum of twenty years of retirement credit is entitled to the same Health Care Plan as active unit members, including single, two-person, subscriber and children and family Plans at 90% District paid, including an HRA Funded at 100% by the District until age 65, and a medigap-type insurance policy thereafter at 80% District paid. Should any part of this Health Care Plan become unavailable it will be replaced by a comparable plan of equivalent value.

B. Insurance is not available if the retiree is employed in a position that offers health insurance.

C. In the event an eligible retiree dies, the District will provide health, vision and dental insurance benefits, including funded HRA, provided therein to the spouse of the deceased member until he/she dies, remarries or reaches age 65 and becomes eligible for Medicare, and to dependent children of a deceased member until he/she enlists into the military, marry, or such dependents reach the maximum allowed age as set forth by the issuing insurance company. Premiums will still be provided based upon the 90% District, 10% Retiree split of the premiums.

D. A retiree eligible for coverage under a spouse's policy must accept such coverage in lieu of District coverage provided that the District will reimburse the retiree for any co-pay, not to exceed the amount available above.

E. A retiree who moves outside the Rochester Blue Cross/Blue Shield coverage area shall be entitled to a District contribution toward health insurance coverage under a plan or policy that is available in the area in which he or she resides, provided that the District contribution shall not exceed the amount otherwise available under this Agreement.

19.8. Transfer specific clause – Upon serving a minimum of fifteen years' service with the District, a unit member who transferred to the District is eligible to the same coverage as active unit members having served 20 years with the District as stated in Section A of 19.7

Article 20 SALARY AND LONGEVITY PAY

20.1 The employee's regular hourly rate will be determined by dividing the employee's annual salary by 2184 hours worked per year. This will average 42 hours worked per week. The following salary schedules will be applied to unit members during the term of this Agreement. Unit members will advance on their anniversary dates each year to the next salary step until they reach the top after 24 months of employment in the position for the District.

No adjustments in salary will occur after the expiration date, except through negotiation or interest arbitration.

Lieutenant Annual Salary					
	2022 - 3.00%	2023 - 3.00%	2024 - 3.00%	2025 3.00%	2026 3.00%
Start	91,566	94,313	97,142	100,056	103,058
12 months	94,398	97,230	100,147	130,151	106,246
24 months	97,317	100,236	103,243	106,340	109,530

Lieutenant Hourly Rate/Straight Time OT					
	2022	2023	2024	2025	2026
Start	41.93	43.18	44.48	45.81	47.19
12 months	43.22	44.52	45.85	47.23	48.65
24 months	44.56	45.90	47.27	48.69	50.15

Lieutenant 1.5 OT Hourly Rate					
	2022	2023	2024	2025	2026
Start	62.89	64.78	66.72	68.72	70.78
12 months	64.83	66.78	68.78	70.85	72.97
24 months	66.84	68.84	70.91	73.04	75.23

Captain Annual Salary					
	2022 - 3.00%	2023 - 3.00%	2024 - 3.00%	2025 - 3.00%	2026 - 3.00%
Start	99,534	102,520	105,596	108,764	112,027
12 months	102,614	105,692	108,863	112,129	115,493
24 months	105,784	108,958	112,227	115,594	119,062

Captain Hourly Rate/Straight Time OT					
	2022	2023	2024	2025	2026
Start	45.57	46.94	48.35	49.80	51.29
12 months	46.98	48.39	49.85	51.34	52.88
24 months	48.44	49.89	51.39	52.93	54.52

Captain 1.5 OT Hourly Rate					
	2022	2023	2024	2025	2026
Start	68.36	70.41	72.52	74.70	76.94
12 months	70.48	72.59	74.77	77.01	79.32
24 months	72.65	74.83	77.08	79.39	81.77

Battalion Chief Annual Salary					
	2022	2023	2024	2025	2026
Start	109,487	112,772	116,155	119,640	123,229
12 months	112,773	116,156	119,641	123,230	126,927
24 months	116,155	119,640	123,229	126,926	130,734

Battalion Chief Hourly Rate/Straight Time OT					
	2022	2023	2024	2025	2026
Start	50.13	51.64	53.18	54.78	56.42
12 months	51.64	53.19	54.78	56.42	58.12
24 months	53.18	54.78	56.42	58.12	59.86

Battalion Chief 1.5 OT Hourly Rate					
	2022	2023	2024	2025	2026
Start	75.20	77.45	79.78	82.17	84.64
12 months	77.45	79.78	82.17	84.64	87.18
24 months	79.78	82.17	84.64	87.17	89.79

20.2 The following longevity payments will be incorporated into salary beginning with the payroll period following completion of the service requirements.

Officer Longevity Pay			
Years of Service	Annual Payment	Per pay Period	Per hour of OT
5 years	\$1000	\$38.47	\$0.46
10 years	\$1750	\$67.31	\$0.80
15 years	\$2500	\$96.17	\$1.14
20 years	\$3250	\$125.00	\$1.49
25 years	\$4000	\$153.85	\$1.83

20.3 Out of Title Work. A unit member assigned to work out of title will not suffer a loss of pay, and will receive the base pay for any higher rank he/she is assigned to for a full shift or longer, but not less than his regular rate of pay

Article 21
VACATIONS

21.1 Unit members are entitled to the following paid vacation, based upon years of service as a full-time unit member of the District. Additional vacation accumulation shall commence at the start of the calendar year following the employee's anniversary date. (Example: On January 1 following the unit members' completion of 9 years of service to the District, the unit members' vacation allotment would increase to 216 hours from 168 hours.)

First through fourth years	108 hours
Fifth through ninth years	168 hours
Tenth through fourteenth years	216 hours
Fifteenth through nineteenth years	244 hours
Twentieth through Twenty-fourth years	264hours
Twenty-fifth – twenty-ninth	288 hours
30 years and over	300 hours

21.2 Vacations must be scheduled and taken on a calendar year basis. Vacation preferences covering at least 50% of vacation time must be submitted by March 1, and will be awarded by seniority, with the following conditions:

A. Any vacations requested during January and February will be on a first come/first serve basis and will be granted as scheduling allows.

B. Vacation requests after March 1 will be awarded based on first come/first serve request submitted through the District's electronic scheduler program.

C. Two-unit members may be on vacation at any one time. The Fire Chief, at his discretion may grant additional vacation time off in accordance with the provisions listed above. Any denial of requested vacation time must be given to the unit member no more than 14 days from the request.

D. No more than four consecutive shifts may be selected as vacation preference at any one time, allowing less senior employees some opportunity for vacations during desirable changes.

E. Any changes to any scheduled vacations must be submitted in writing to the Battalion Chief by the 15th of the month previous to the month in which the vacation was to be taken. The Fire Chief, at his discretion, may modify this policy due to emergency or extenuating circumstances.

21.3 Any vacation not scheduled through the above procedure will be granted on a first come/first serve basis with at least 48 hours' notice and may be denied if there are personnel shortages.

21.4 A maximum of 48 hours of vacation may be carried over into a subsequent calendar year, except in the discretion of the Board of Fire Commissioners.

A. A unit member that wishes to carry over more than 48 hours of vacation time into the subsequent year must submit a written request to the Fire Chief stating how many

hours they wish to carry over and why the additional carry over is requested on the Friday prior to the last Commission meeting in November so that it can be approved or denied at that meeting.

B. The decision to approve or deny any request to carry over more than 48 hours of vacation time is left to the sole discretion of the Board of Fire Commissioners.

21.5 The Fire District will buy back all accrued vacation hours in excess of the 48-hour contract maximum; unit members may also elect to cash in any additional portion of their accrued but unused vacation time down to zero. The District will buy back accrued vacation hours at a straight time hourly rate in effect at the time the vacation was earned.

A. Unit members that wish to cash in additional accrued vacation time must notify the District, in writing, on the appropriate form, of the amount of additional accrued vacation time they wish to cash in no later than the Friday prior to the last Commission meeting in November.

B. The payment for accrued hours of vacation will be issued as separate payroll check (combined with compensatory time buyback) the first pay period in December. This check will be issued with only the appropriate taxes taken out. If there is to be any variation from this (withholding taxes, 457b, etc), the request must be completed in writing to the District Treasurer no later than one (1) week prior to the processing of the first pay period in December.

C. If a member plans to have vacation time scheduled in the month of December, notice must be provided to the Fire Chief of how many hours of vacation you wish to not have paid out that will be used later than month no later than one week prior to the processing of the first payroll in December. In the event a member has a zero (0) balance of vacation time and extenuating circumstances arise, member may use banked compensatory time, a shift swap for coverage or vacation time from the following years bank.

Article 22 SICK LEAVE

22.1 Income protection and medical benefits for work 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.

22.2 Unit members shall be allowed time off without loss of pay for non-service-related illness and injury according to the following schedule:

0-6 months of service	Discretion of Commissioners
6 months to four years completed	3 months full pay/3 months' half pay
5 or more years completed	6 months full pay/6 months' half pay

22.3 A unit member who is going to be late or absent from work must personally call and directly speak with the duty officer within ninety (90) minutes of the members scheduled start time.

22.4 A unit member's sick leave entitlement shall be reduced by the usage of sick leave. Once the entitlement is exhausted, it will not renew until one year has elapsed.

22.5 An officer absent on sick leave may not leave their residence during normally scheduled work hours without prior permission, except for required medical treatment for which advance notice shall be provided. In addition, a physician's statement containing a diagnosis of illness/injury and a prognosis for recovery will be provided whenever absence meets or exceeds 48 regular consecutively scheduled hours for officers on the "24/72" hour rotation shift. For officers on a straight-day schedule, the physician's statement noted above shall be provided whenever the absence exceeds three (3) regular consecutively scheduled shifts (assuming 10-hour days).

Example: an officer on the "24/72" hour rotation falls ill during his regular shift on Monday the 1st at 0900 with the flu. He consequently calls in ill for his next shift on Friday the 5th. As long as the officer is back to work the following shift (Tuesday the 9th), the officer does not have to furnish a physician's note.

The Fire Chief shall have the leeway to grant an exception to the above rule at his discretion.

22.6 A unit member must cooperate with all medical referrals and treatment, and must accept light or modified duty, if offered. Sick leave may be discontinued if the District physician determines there is no reasonable likelihood that the employee will be able to return to full duty without limitations, or with limitations acceptable to and approved by the Commissioners.

22.7 The District shall be entitled to reimbursement for sick leave from the employee or from a third party who is responsible for the loss of wages.

Article 23 LEAVES OF ABSENCE

23.1 Bereavement Leave. A unit member will be entitled time off without loss of pay for a 24-hour shift that may be scheduled on the day of the funeral and days immediately preceding or following that day for the death of a spouse, child, parent, brother, sister, stepparent, stepchild, mother-in-law or father-in-law. If this death occurs while the unit member is on duty, any hours the unit member misses from the rest of the shift are in addition to the allotted 24 hours. The unit member will be allowed a 24-hour shift off without loss of pay for attending the funeral of an uncle, aunt, brother-in-law, or sister-in-law, niece, nephew grandparent or grandchild. Depending on the circumstances, additional time off may be granted by the Fire Chief. A unit member may request the use of accrued vacation time, compensatory time or unpaid leave for additional time if needed for the death of one of the foregoing relatives, or to attend the funeral of a relative not listed above. The Fire District may require verification to utilize bereavement leave.

23.2 Military Leave. The District agrees to the provision of an additional 30 calendar days of paid military leave. This extends the 30 calendar days currently granted in accordance with NYS Military Law to 60 calendar days.

23.3 Court Leave. Whenever a unit member is required by the District to appear in a legal proceeding on behalf of the District he/she shall be granted release time without loss of pay when such appearance is required during normally scheduled working hours. Compensatory or overtime shall be granted for such appearances outside of scheduled working time.

23.4 Jury Duty Leave. Unit members 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. Unit members shall report for normal duties when their presence is not required by the court; however, unit members shall not be required to return to work when there are two (2) hours or less remaining of their shift when released, and a unit member working the night shift who must report for jury duty the following day shall be released by 23:00 hrs.

23.5 Child Birth, Maternity/Paternity and Adoption Leave. A unit member who becomes pregnant shall be entitled to use of sick leave benefits for disability due to pregnancy and childbirth. An officer who becomes a father will be granted release time without loss of pay for the day of his child's birth, plus the following day, for a maximum of forty-eight (48) hours. An officer who is the primary caregiver for a newborn or for an adopted child two (2) years of age or younger shall be granted up to two months of unpaid leave after the birth/adoption, during which time seniority and medical benefits shall continue, but no other pay or benefits shall accrue or be available. Additional time off through vacation or compensatory time may be allowed at the discretion of the Fire Chief.

Article 24 UNIFORMS

24.1 Each unit member will be provided with appropriate work uniforms which shall be properly maintained by the employee and replaced according to the District's replacement schedule under the Standard Operating Guidelines (SOG). Uniforms will only be worn on duty and for official functions. Personal fire attack/turnout equipment, including prescription safety glasses, will be provided. Safety shoes or boots will be provided every two years.

Article 25 SHIFT EXCHANGE

25.1 When a unit member requests a shift swap or substitution utilizing the approved scheduling software and approved by the Battalion Chief, it shall be the responsibility for the unit member accepting the swap or substitution to cover the agreed shift. In the event a unit member does not show up, or calls in sick for a shift which they agreed to even swap, the unit member will be docked either vacation or accrued time, at the unit member's choice for the number of hours that the unit member had agreed to work

25.2 Officers will be allowed to trade work shifts with another officer. A shift trade is an exchange of working time only, and no compensation or other value may be paid.

25.3 No shift trade may result in any financial or hourly obligation to the District, including overtime or the hiring of part-time personnel.

**Article 26
PHYSICAL FITNESS**

26.1 As long as it does not impede with the operations of the District or the completion of the officers' work duties, officers will be allowed up to one (1) hour during their regularly scheduled hours to conduct personal physical fitness on the District approved equipment. In no event will the District be required to pay any additional compensation as a result of an officer working out.

**Article 27
MISCELLANEOUS**

27.1 Mileage and Transportation. Reimbursement for unit members who travel on District business shall be provided under District policies.

27.2 Personnel File. A unit member may be allowed to review non-confidential materials in the District Personnel and Medical files regarding his employment, upon fifteen calendar days advance written notice to the Fire Chief. The Fire Chief has the option of waiving the 15-calendar day advanced notice requirement. A copy of any document relating to conduct or performance will be provided without cost, and an employee may submit a written response to any material related to performance or conduct.

27.3 Safety and Health. The parties recognize the hazards of the employment and the importance of working together to provide a safe, effective working environment. Toward this end, the Union and the Fire District agree to have representatives meet at least quarterly, or more often on a mutually agreed basis, to discuss matters relating to Labor/Management; safety and health; including, but not limited to: possible hazardous conditions, or unsafe working methods; protective clothing and equipment; training; illness reporting; medical evaluations; and physical requirements and examinations. Nothing resulting from these discussions shall require any changes unless they are mutually acceptable, nor shall such discussions limit the management rights or rights of the District to promulgate and enforce Rules and regulations, as provided in this agreement.

27.4 The District's current drug and alcohol testing policy applicable to unit members is set forth in its entirety as Appendix "A" and is incorporated into this agreement as if it was set forth more fully herein.

**Article 28
DURATION, CHANGES, SAVINGS and APPROVAL**

28.1 The provisions of this Agreement shall become effective January 1, 2022 and shall continue in full force and effect until midnight on December 31, 2026. If either party wishes to renegotiate the agreement, written notice shall be given to the other party at least 120 days but not more than 150 days prior to its expiration, and if such notice is not given, the Agreement shall continue in full force and effect from year to year until such written notice is given prior to any subsequent expiration date.

28.2 If any provision of this agreement shall be declared invalid or unenforceable by a court or administrative agency, then the remainder shall be continued in full force and effect as if the unlawful provision had not been included.

28.3 No amendments or alteration to this Agreement shall be binding unless it is in writing and signed by the Chairman of the Board of Fire Commissioners, or his/her duly authorized representative and the President of the Union, or his/her authorized representative after ratification by the membership.

28.4 Both parties agree that they have had the full opportunity to negotiate with respect to all mandatory subjects of bargaining, whether contained herein, or not or whether or not discussed during negotiations, and negotiations will not be reopened during the life of this agreement except by mutual consent.

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

28.6 This agreement and any future agreements upon ratification shall be reproduced and supplied to each officer by the District within ten (10) working days at no cost to the officer.

NORTH GREECE FIRE DISTRICT

By: _____

Date: _____

**GREECE UNIFORMED FIRE OFFICERS LOCAL
4640, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS`**

By: _____

Date: _____

APPENDIX "A"

Policy # 1311 DRUG AND ALCOHOL TESTING PROCEDURES Policy

1. All employees are strictly prohibited from having drugs or alcohol in their system (except for prescription drugs that do not cause impairment – see 5 below) and from using, possessing, concealing, manufacturing, transporting, selling, buying or promoting the sale of any drug and from using alcohol on the District's premises at all times, and off premises while they are performing duties and responsibilities within the scope of their employment with the District (such as education or training activities). The term "use" and "using" shall include being under the influence of any drug or alcoholic beverage, and not merely the physical act of taking the drug or alcohol into the body.
2. Any use of alcohol or a drug while off duty which subsequently impairs the employee's job performance or jeopardizes the safety of other employees or residents and inhabitants of the District shall not be tolerated. A positive test or refusal to test will be considered proof of impairment.
3. The term "the District premises" includes the District offices, parking lots, work locations, garages, desks, lockers, and any vehicle or work site (accident or fire scene) engaged in the District business.
4. Where the term "drug test" is used, the following substances will be tested for: amphetamines, cocaine, marijuana, opiates, phencyclidine (PCP), barbiturates, benzodiazepines, and methaqualone, and any additional substances as may be specified from time to time by U.S. Department of Transportation ("DOT") regulations 49 CFR part 40. All of the procedures specified in the DOT regulations (49 CFR part 382) including for example, but not limited to procedures for conducting and having an Medical Review Officer (MRO) review the test, the cutoff levels for a positive test, and requirements for testing after an employee returns to work, shall apply. The MRO is a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results. North Greece Fire District will utilize the standard procedures of the testing contractor for positive results, additional testing, and recommendations for referrals for treatment.
5. Any employee undergoing prescribed medical treatment with any drug that has the potential to impair a person's ability to fully function physically and mentally must give the District a letter indicating that their physician understands the content of the employee's normal job and that the drug prescribed will not impair the employee's ability to perform their job safely and effectively. If such treatment impairs the employee's ability to perform their usual work duties, the employee shall be expected to undergo a change in duties to accommodate this impairment. If such an accommodation cannot be made, the employees shall be placed on a medical leave of absence.

Parameters of Drug Testing

Drug testing at North Greece Fire District may occur under four different circumstances:

- Pre-employment
- Post-accident
- Random
- Reasonable suspicion

Drug testing shall be done according to the Procedures for Transportation Workplace Drug and Alcohol Testing Programs set forth in the DOT regulations at 49 C.F.R. parts 40 and 382 (as amended).

Pre-employment and periodic required physicals

All North Greece employees are required to complete drug testing as part of their pre-employment physical for paid or volunteer positions. All North Greece employees are required to complete drug testing as part of their periodic required physicals.

Post-accident

Employees shall also be tested following a motor vehicle accident (other than a minor incident not involving personal injury and involving less than \$1,000 damage) with a District vehicle or whenever there is an indication that drug or alcohol use played a role in any accident or where injury to the employee or others has occurred.

Reasonable suspicion

Employees may be required to undergo a drug or alcohol test if the District has a reasonable suspicion that the employee is impaired as a result of using a drug or alcohol.

A "reasonable suspicion" shall mean that evidence or information exists which appears reliable and discloses facts or circumstances which, taken together, would lead a reasonably intelligent person to suspect that the employee has used or is using drugs or alcohol. The District will provide supervisory personnel, line officers, with appropriate instruction on how to identify whether an employee may have used or be impaired by drugs or alcohol.

Random Testing

Employees shall be randomly tested according to the procedures set forth in 49 C.F.R. § 382.305. The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Each employee selected for random alcohol and controlled substances testing under the selection process used, shall have an equal chance of being tested each time selections are made, and each employee selected for testing shall be tested during the selection period. Procedures for testing may include, but are not limited to:

full-time or part-time employees sent for testing during normal working hours, and on-site testing of volunteers during meeting and/or drills.

Failure to comply with a request for substance screening will be considered an act of insubordination subjecting the employee to termination of employment.

Every employee tested for alcohol and drugs will be informed of the results in writing. Positive test results shall be communicated by the testing contractor to the employee and the District. Negative test results shall be communicated by the District as soon as possible after it receives results from the test contractor. Positive test results shall be confirmed by a test of the original split sample. An employee will be given the opportunity to explain positive results before any adverse employment action is made final.

All records kept by the District pertaining to any alcohol and drug testing shall remain strictly confidential and will not be released to third parties without the written consent of the individual tested, unless relevant to legal proceedings or subpoenaed or as otherwise required by law.

Any employee who, as a result of testing, is found to have identifiable traces of alcohol, an illegal drug, or a non-approved prescription drug (see Policy, paragraph 5) in his/her system, regardless of when or where the drug or alcohol entered the employee's system, will be in violation of this policy and shall be subject to discipline, including discharge.

Procedure

1. If, under circumstances where there has been no incident, accident, or investigation which calls into question the employee's compliance with this policy, the employee admits to alcohol or drug use and requests assistance, the District will work with the employee in seeking rehabilitation.
2. Any supervisor who reasonably suspects an employee has reported to work or is working while impaired by any drug or alcohol must immediately notify the Chief or one of his or her Assistants, and remove the employee from duty.
3. Any supervisor who reasonably suspects that an employee is possessing, selling or using a drug or alcohol while on duty must immediately notify the Chief or one of his or her Assistants, or his or her designee on duty.
4. When an employee driving a District vehicle is involved in a motor vehicle accident (other than a minor accident as defined above), or where there is reasonable suspicion that drug or alcohol use played a part or when personal injury has occurred, this must be reported to the Chief or one of his or her Assistants, or his designee on duty immediately by any District personnel with knowledge of the incident.
5. It is the responsibility of the Chief or one of his or her Assistants, or his designee on duty to meet with the employee in a timely manner and discuss the suspicions of drug or alcohol use. The employee may at that time be required to undergo a drug or alcohol test.

Actions.

- A. If the employee admits a violation of this policy, appropriate disciplinary action will be taken in accordance the applicable procedures, Article 8 of the collective bargaining agreement for Local 3827 members, Civil Service Law Section 75, and/or Fire District SOP governing discipline or other appropriate documents.
- B. If the employee denies drug/alcohol use and refuses to participate in drug screening, he/she will be suspended pending further investigation, and shall be subject to discipline up to and including termination of employment in accordance with above mentioned procedures.
- C. If the employee denies drug/alcohol use and agrees to drug and alcohol screening, he/she will be taken immediately to be tested.

Employees suspected of violating this policy may be suspended pending completion of the investigation according to the District policy. Employees participating in drug or alcohol screening may be suspended without pay for paid employees or unable to participate in any North Greece activities for volunteers until test results are available. If negative test results are received, the employee shall be returned to duty. If employee was denied pay during suspension employee will be paid for work time missed during suspension.

When positive test results are received, the employee will be notified by the Chief or one of his or her Assistants, concerning the results and the District shall seek to discipline or terminate the employee in accordance with the appropriate discipline procedure.

SUMMARY

It is understood that each incident will be handled as a case by case basis. The primary goal of this policy is to protect the residents and inhabitants of the District and other employees from impaired employees. The intent of this policy is to help the employee receive treatment and return to work. However the District will take the steps necessary to accomplish the goal of providing a safe work environment.

APPENDIX B

SPECIAL OPERATIONS TEAM PARTICIPATION

The North Greece Fire District will permit sponsorship of interested and qualified employees, pending review and approval by the Fire Chief, to be part of the Monroe County Special Operations Unit (MCSOU), which includes the following divisions or units:

- Hazardous Material Response Team
- Structural Collapse Unit
- Water Rescue Unit (includes ice water, swift water groups)
- Rope Unit
- Confined Space Unit
- Trench Rescue Unit

The Fire Chief has the sole discretion to approve or disapprove all requests for sponsorship, training, deployments and responses for the MCSOU team. This item is not grievable under the collective bargaining agreement.

All parties agree that participation in Monroe County Special Operations Unit (MCSOU), is entirely voluntarily and does not constitute hours worked. The District pays wages to its members for participation in the MCSOU team to recognize the service to the community served by MCSOU.

The following criteria shall apply to all employees requesting to be sponsored by the North Greece Fire District for the MCSOU:

1. Any employee requesting sponsorship to join MCSOU shall submit a written request to his Group Battalion Chief with the required application and associated information from Monroe County. The Group Battalion Chief will bring the request and application to the Fire Chief for review and final approval.
2. The North Greece Fire District will cover all employees through Workers Compensation Insurance and GML-207-a, benefits for activities related to membership for MCSOU. This benefit is subject to and in compliance with GML-209-bb and the North Greece Fire District's insurance carrier.
3. Off duty: Time spent on all training and responses which are specific to the respective unit joined for MCSOU (i.e. water, rope, trench, etc.), while off-duty shall receive compensation at straight time. The employee is responsible to complete a training sheet for submission to his Group Battalion Chief. The District will require proof of attendance for compensation.
4. Training: The Fire District may permit the employee to attend training, while on duty, specific to the respective unit joined, provided staffing is covered for that employee and only after approval is received by the Group Battalion Chief. Employees shall not be tardy or absent from duty for any training function or response without prior approval of the Group Battalion Chief.
5. Responses: Employees on approved response for MCSOU, following all the criteria stated above, shall receive compensation at straight time. Employees on assignment shall be compensated only for the time of the incident, per records in the CAD System at 9-1-1.

Appendix 2

Special Operations- page 2

6. Deployments: Prior to any deployment outside of Monroe County, a formal request for any deployment must be made through the Monroe County Fire Bureau and/or The Office of Fire Prevention and Control for New York State and a formal declaration must be made by either the County Fire Coordinator and/or State Fire Administrator to the County fire chiefs. When notified with a request for deployment, the employee must first contact the Group Battalion Chief. The Group Battalion Chief and Fire Chief will review the request(s) and circumstances with the Fire Chief making the final decision for any deployment.
7. Deployments: Employees on approved deployment with MCSOU, following all the criteria above, shall receive compensation at straight time. Employees will be reimbursed for only those hours worked and in accordance with operations period logistic sheets (ICS Forms) provided by the County Fire Coordinator and/or State Fire Administrator.
8. Any probationary North Greece firefighter who is a current member of the MCSOU will not be covered under this MOU until that employee has (1) completed their probationary period, (2) submitted a written request to his Group Battalion Chief, (3) receives written authorization by the Fire Chief and (4) receives signed sponsorship from the Fire Chief.