

*Collective Bargaining
Agreement between the

Greece Officers
Association IAFF #4640

And the

Lake Shore Fire District

August 10th, 2020 - December 31, 2024*

This Agreement is entered into between the Lake Shore Fire District (hereinafter the "District") and the Greece Officers Association IAFF #4640 (hereinafter "Association") for the purpose of establishing wages, hours, and other terms and conditions of employment for members of the bargaining Association, and to establish a procedure for the resolution of disputes regarding the application or interpretation of this Agreement.

Article 1

Union Representation Status

The District recognizes the Association as the collective bargaining representative for all persons employed on a full-time basis under the Civil Service classification of Lieutenant, Captain and Battalion Chief.

Article 2

Union Dues and Agency Fee

- 2.1** As long as the same is required by law, employees shall be required to pay a uniform amount of representation costs, whether or not they choose to become and remain members of the Association.
- 2.2** Agency fee deductions, and membership dues and assessments for those who choose to be Association members and have executed written authorization forms, shall be deducted monthly and forwarded to the Association designee within fifteen days following the payroll period for which the deductions are made. In the event an Association member submits a written revocation of his dues deduction authorization to the District, such revocation shall be honored, but the District shall thereafter implement the required agency fee deduction.
- 2.3** The Association shall indemnify, defend and hold harmless the District with respect to any claim rising out of the deductions and transmittal of fees and dues in accordance with the provisions of this Article.
- 2.4** The Association 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.

Article 3

Employee Rights

- 3.1** In the event that the District modifies any right, privilege or working condition that is not included in this Agreement, the District shall be required, upon demand, to negotiate the impact such modification may have upon bargaining Association members.

3.2 The District and Association shall refrain from discrimination because an employee has engaged in or refrained from engaging in any Association activities or Association membership. Any claim of such discrimination shall not be subject to the grievance procedure, but may be submitted to the exclusive jurisdiction of the Public Employment Relations Board.

Article 4 **Union Business**

4.1 The President of the Association, or his designee, shall be allowed a maximum of twenty hours release time per year without loss of pay, in not less than two-hour increments, to conduct Association business. Requests for such release time that are made at least ten calendar days in advance will not be unreasonably refused, except for personnel shortages, and the Career officer supervisor may, in his discretion, waive advance notice requirements.

4.2 The Association may place a bulletin board in each fire station to which an Association member is assigned. The Association will ensure that no material is placed on the bulletin board that is derogatory of the District or any District personnel.

Article 5 **Management Rights**

5.1 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 of 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 Association shall be provided with the proposed rule and 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 condition of employment has been unfairly or discriminately applied.

5.2 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 employees covered by this Agreement, to maintain order and efficiency, to discipline, suspend, discharge, hire, layoff, assign, transfer, promote and determine the qualifications of employees, 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.

5.3 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.

5.4 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.

Article 6

Seniority, Notification, Layoff / Recall

6.1 The District will establish and update as necessary a seniority list for employees. Subject to Civil Service Law requirements, seniority shall be determined by the length of continuous service an employee has with the District from the date of full-time employment as a Lieutenant, Captain or Battalion Chief. An employee'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 Association. In the case of employees 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 by lot. An employee who resigns or is terminated shall lose his seniority, except as may be required under the Civil Service Law or Military Law.

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

6.3 Announcements for promotional examinations will be duly posted in each fire station. Provided that adequate coverage can be maintained, Association members shall be granted time to take the exam by allowing a shift transfer/trade or the use of compensatory or vacation time if a promotional exam is scheduled during normal shift hours.

6.4 The President of the Association shall be notified of any decisions concerning appointments, promotions, transfers, discipline, leaves of absence (in excess of one month), layoffs, recall, or injury relating to any member of the bargaining Association within the limits of patient confidentiality.

Article 7
Tuition Assistance

7.1 Upon prior approval by the Commissioners, an association member will be entitled to reimbursement of up to \$1,500 per year for the cost of tuition and books for job related college courses. This educational opportunity shall not be considered time worked for any purposes, including pay, overtime and mileage reimbursement. Payment is contingent upon successful completion of the course while an employee of the District with a grade of "B" or better.

Article 8
Discipline, Discharge, and Records

8.1 Where offered by the District and accepted by the employee, administrative command discipline may be imposed without the notice and hearing rights afforded under the Civil Service Law. The employee shall be entitled to request Association representation before accepting command discipline, and the Association shall be given notice of any command discipline imposed. However, this command discipline shall not create a precedent for the District or the Association with respect to the discipline of any other employee.

8.2 An employee's right to Association representation at a pre-disciplinary interview or interrogation shall not apply to written or verbal counseling of a corrective nature, provided that such counseling shall not be considered formal discipline. The Association shall be provided a copy of any counseling memo.

8.3 All disciplinary action shall be conducted in accordance with the procedures and requirements of Section 75 of the Civil Service Law, except for administrative command discipline as set forth above. In any Civil Service hearing, the Association member shall be entitled to the representation of legal counsel, and to have a representative of the Association present, for this purpose.

8.4 An association member may be allowed to review all materials in his personnel file, obtain a copy of any document relating to his conduct or performance, and submit a written response to any such material that shall be maintained in the file.

Article 9

Grievance Procedures

9.1 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.

9.2 It is in the interest of all parties that all grievances should be dealt with promptly, and every effort should be made to settle grievances as close to the source as possible.

9.3 Should the District fail to comply with the time limits herein, the Association member or Association for the Association member may appeal immediately to the next step.

9.4 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 Association to appeal to the next stage within the time limits shall result in a dismissal of the grievance.

9.5 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 Career Staff Supervisor within fifteen calendar days after the act or omission giving rise to the grievance. The claim shall be promptly reviewed by the Career Staff Supervisor with the employee and his Association representative, and a resolution of the grievance, or a written decision denying the grievance, will be issued by the Career Staff Supervisor within fifteen calendar days after the grievance was submitted.

9.6 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 Career Staff Supervisor's decision. The Board shall consider the grievance in executive session at the next Board meeting.

During executive session of the meeting, the Association will be allowed a period of time solely determined by the Board to provide an overview of their position. No witnesses or evidence may be presented, and no questions asked of the Board. Any Association members present will leave once the position is provided and prior to any discussion between the Board Members.

The Board may set a time and date for a grievance hearing within fifteen calendar days after such meeting. The 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.

9.7 Step 3. The Association may appeal a decision of the Board to final and binding arbitration by submitting a written appeal to the Board within fifteen calendar days following their decision. The matter will then be submitted by the Association 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 Association, but all other expenses shall be borne by the party incurring them.

Article 10

Work Schedule and Overtime

10.1 Association members will be paid bi-weekly through direct deposit in an account of a bank or financial institution designated in writing by the member.

10.2 Association members will work a regular 40-hour schedule consisting of any combination of hours that fall within the hours of 0700 to 1700, Monday through Friday. The working hours shall not be subject to change without 30 days' notice, and the impact of all changes in working hours require negotiation.

10.3 Association members will receive additional pay at the rate of 1 and ½ times their hourly rate for any time worked in addition to their normally scheduled hours.

10.4 A member shall receive a minimum of one-hour overtime pay for any call back to duty during officially declared emergencies, or as approved by the Career Staff Supervisor.

10.5 A member may request to trade or swap a work assignment only with the prior approval and in the discretion of the Career Staff Supervisor.

A. Requests for trading time shall be made in writing, on a form or in a format designed by the District, which is submitted by the member requesting the trade to the Career Staff Supervisor for approval. Both members will receive a response of the approval or denial.

B. The member who does not report as agreed shall be held responsible for the absence.

C. Traded time worked for others is not counted as time worked for the purpose of computing pay or overtime.

D. The trading of time shall not result in additional pay or overtime incurred by the District.

Article 11
Holidays and Vacation

11.1 The District recognizes the following days as official holidays: New Year's Day, Martin Luther King Day, President's Day, Easter Sunday, Memorial Day, Juneteenth, Independence Day, Labor Day, Patriot's day, Veteran's Day, Thanksgiving, Christmas Day.

11.2 In the first pay period in November, Association members will receive twelve hours straight time pay for each of the foregoing holidays for which the Association member was not on unpaid leave of absence. Members appointed after the first of the year shall be paid only for holidays that occur after their start date.

11.3 Members are entitled to the following paid vacation time at the start of each calendar year, based upon years of service completed as a full-time employee

First Year	48 which may be taken after 6 months service completed
Second year	72 hours
Third, fourth and fifth years	96 hours per year
Sixth through ninth years	144 hours per year
Tenth through nineteen years	192 hours per year
Twentieth year and after	240 hours per year

11.4 Vacation

- A. Members may carry over up to 120 hours of unused vacation time into the following year.
- B. Unused vacation in excess of 120 hours will be paid in the first pay period of February.
- C. Upon separation from employment, an Association member shall be entitled to receive their unused vacation time, holiday pay, and other special assignment pay, paid at their currently hourly rate.
- D. Association members who are scheduled to work holidays shall work their normally scheduled shift. If vacation is submitted by March 1st, the association member will be guaranteed the time off as long as it meets the requirements of the above said conditions.

Article 12
Pay scale, Longevity and Special Assignment Pay

12.1

LSFD Rank	2020	2021	2022	2023	2024
Firefighter top	\$ 77,023	\$ 78,949	\$ 79,738	\$ 80,536	\$ 81,744
Lieutenant 0-12 months	\$ 81,644	\$ 83,686	\$ 84,522	\$ 85,368	\$ 86,649
Lieutenant > 12 Months	\$ 86,543	\$ 88,707	\$ 89,594	\$ 90,490	\$ 91,848
Captain 0-12 months	\$ 91,736	\$ 94,030	\$ 94,969	\$ 95,920	\$ 97,358
Captain > 12 Months	\$ 97,240	\$ 99,671	\$ 100,667	\$ 101,675	\$ 103,200
Battalion Chief 0-12 months	\$ 103,074	\$ 105,652	\$ 106,707	\$ 107,775	\$ 109,392
Battalion Chief > 12 Months	\$ 109,259	\$ 111,991	\$ 113,110	\$ 114,242	\$ 115,955

12.2 Longevity pay shall be added to pay beginning with the pay period following the Association members' anniversary date hire according to the schedule below.

	2020	2021
5-9 Years	\$1,000	\$1,250
10 -14 Years	\$1,250	\$1,500
15-19 Years	\$1,500	\$1,750
20-24 Years	\$1,750	\$2,000
25 Years and more	\$2,000	\$2,500

12.3 Municipal training officer MTO pay

- A.** The - Municipal training officer MTO pay shall be paid an annual stipend in the amount of \$4000. Payment shall be made in bi-weekly payments equal to 1/26 of the whole amount and paid in conjunction with the Districts regular payroll.
- B.** Each January at the District's organizational meeting, the Board of fire commissioners shall assign a qualified member to fulfill the duties of Municipal training officer MTO.
- C.** Only one member may receive Municipal training officer MTO

Article 13

Retirement and Deferred Compensation

13.1 Employees are eligible for coverage under Retirement and Social Security Law Section 384-D according to the terms and conditions of such plans.

13.2 The District shall continue to be responsible for the administrative costs of the New York State Deferred Compensation Plan, or its substantial equivalent, to be made available for those Association members who wish to participate.

Article 14

Sick leave

14.1 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 and the 207 A agreement between the Lake Shore Fire District and Greece Officers Association #4640

14.2 Association members shall be allowed time off without loss of pay and benefits for

non-service related illness and injury according to the following schedule:

All Association members shall have six months of paid sick leave, starting with the date of employment. If Association members uses sick leave, they shall accrue sick leave at the rate of twenty-four (24) hours per month, to a maximum of six months (1,092 hours) of sick leave.

If an Association member uses all their sick leave, they shall be entitled to an additional six months of half-pay sick leave {1,092 hours}. If an Association member uses half-pay sick leave, additional half-pay sick leave shall be accrued at the rate of sixteen hours per month, to a maximum of six months {1,092 hours) of half-pay sick leave. An association member on sick leave or half-pay sick leave shall not continue to accrue sick leave benefits

14.3 Unused sick leave time will be accumulated up to a maximum of 1,092 hours of full pay sick leave. Upon separation unused hours will not be compensated.

14.4 Whenever sick leave is utilized, the member will be charged for that time used in full hour increments. Any partial hour shall be rounded up.

14.5 A physician's statement containing a diagnosis of illness/injury and a prognosis for recovery will be provided whenever absence three or more consecutive shifts.

14.6 An association member must cooperate with all medical referrals and treatment as a condition of receiving sick leave. If light or modified duty is made available, consistent with medical limitations, the member will accept such duty and not be charged with sick leave.

14.7 The District shall be entitled to reimbursement for sick leave from a third party that is responsible for the loss of wages.

14.8 When sick leave is exhausted, Association Members may be allowed additional, unpaid sick leave with benefits at the discretion of the District.

14.9 For the duration of the employee's schedule shift, A sick or injured member may not leave his residence when he has called in sick without notifying a Career Staff Supervisor. The member may only leave his residence for medical treatment, medications or therapy. The Career Staff Supervisor may, at their sole discretion, grant an exception for the requirement of home confinement for a non-contested job-related injury or a non-job-related injury or illness that results in an employee being out of work. Such discretion shall not be arbitrary or capricious.

14.10 Section 14.9 does not apply to an employee that is out of work for more than two consecutive shifts and is under the care of a physician.

14.11 A member that does not utilize any sick time within the calendar year will be awarded with 12 hours of straight time to be used in the following year.

Article 15
Limited or light duty

15.1 The Lake Shore Fire District maintains a light duty program. The goal of this program is to help employees who are sick or injured integrate back into full duty. These light duty positions do not require the full physical demands required in full duty assignments. Typical light duty positions included, but are not limited to report entering, record management, and other administrative work.

If an employee is injured in the performance of his/her duties or is taken sick as the result of the performance of his duties and is advised by his physician that he cannot perform full duty, then the employer or employee can request a light duty position consistent with his/her physical ability.

If the physician determines that the employee is capable of performing the duties of a light duty position, the employee will be assigned to a light duty assignment.

If the physician does not determine that the employee is capable of performing the duties of a light duty position, or the Fire District does not agree with the length of time that the employee's physician has the employee on light duty, a medical exam may be required, at the Fire Districts medical provider.

If the employees' physician states that the employee cannot return to work in a light duty position, but the Districts medical provider states that the employee can return to full or light duty, the employee will be required to attend an independent medical exam at an Independent Medical Examiner mutually agreed upon between the affected members Union President and the Fire Chief. The Fire District shall pay for this exam. The determination made by the Independent Medical Exam shall be the decision followed by both parties.

Nothing in this section will prevent the employee from challenging the Districts determination pursuant to Article 78 of the C.P.L.R. If the Fire District loses at the appeal, the Fire District as determined by the court shall pay the employees' reasonable legal fees.

Article 16
Other types of leave

16.1 Bereavement Leave. An Association member will be granted time off without loss of pay for up to three consecutive days or nights that may be scheduled work days for the day of the funeral and/or days immediately preceding that day for the death of a grandparent, mother, father, stepparent, son, daughter, stepchildren, brother, sister, stepbrother, stepsister, spouse or spouse's parents. Release from one schedule shift without loss of pay shall be granted for attendance at the funeral of a grandchild, aunt, uncle, brother-in-law, sister-in-law, niece or nephew. In the discretion of the District, an Association member may be granted compensatory, vacation or unpaid leave time for bereavement purposes.

16.2 Court Leave. An association member will be granted release time when the District requires him to appear on behalf of the District during normally scheduled working hours. For such appearances during non-working time, the District will grant a minimum of 3 hours overtime at the officer's overtime rate.

16.3 Jury Duty Leave. Employees summoned for jury duty must present a copy of the "Summons to Appear" to their supervisor ASAP after receipt of summons. The supervisor is responsible for scheduling time away from work for these purposes.

An employee who is required to make daily or weekly contact with a court for possible jury duty must inform their supervisor as soon as possible so that adjustment to the schedule can be made.

Upon completion of jury duty, the employee must present to their supervisor a statement from the court clerk indicating the dates served.

Employees serving jury duty will be paid their normal salary for the time served and not be charged for time off.

Employees who fail to follow these guidelines may be subject to disciplinary action.

Day Shift Employees:

Work Before Jury Duty: Day schedule employees should report to work before appearing for jury duty if that is practical in the opinion of their supervisor who will consider shift coverage, clothes change, location of court, transportation arrangements, etc.

Work After Jury Duty: Employees are expected to return to work for part of the day when excused from jury duty, unless the late hour makes it unpractical. If you are unsure contact the supervisor.

No Jury Duty: When employees are not required to report for jury duty, or are excused for the day, they should report for their regular work schedule.

Night Shift Employees:

Night shift employees are not expected to work and perform jury duty on the same day unless:

- the employee appears for jury duty and is excused, in which case it will be considered as a No Jury Duty day.
- they are not scheduled for jury duty the following day.

16.4 Childbirth, Maternity/Paternity and Adoption Leave. Association member who becomes pregnant may be assigned to a light duty position, or utilize sick or vacation time.

An Association member who becomes a parent will be granted release time of 40 hours without loss of pay during the week of the arrival of the child. Any Association member who

is the primary care giver for a newborn or for an adopted child two years of age or younger shall be granted up to two months of sick leave after the birth/adoption, during which time seniority and medical benefits shall continue. At the discretion of the District, an Association member may be allowed to utilize additional vacation, compensatory time off during this leave.

Article 17 **Health Insurance**

17.1 The District shall provide health insurance and dental coverage single, two-person or family, 85 % of the premiums paid by the District starting January 1st, 2021

17.2 An Association member eligible for coverage under a spouse's health insurance who elects coverage under that plan will be entitled to compensation equaling half of the savings to the District from the employee's health insurance costs.

17.3 If an Association member selects coverage under any other health plan made available by the District, he shall be entitled to a contribution towards such plan by the District, not to exceed the amount that would be applicable under 17.1 above.

17.4 In the event of an on-duty death of an association member, the Fire district will continue to provide all health insurance (medical and Dental) benefits provided therein to the spouse of the deceased member until he/she dies, remarries or until the spouse/partner reaches Medicare eligibility age, and also to the dependent children of a deceased member until he or she reaches the age of 26 years old.

17.5 Nothing shall preclude the District from changing health care insurance providers or plans throughout the course of this agreement as the District deems necessary so long as the succeeding plan is substantially similar to the plan that is replaced.

17.6 The Fire District will make available medical (health & dental) insurance to qualified members who retire during the term of the agreement under the NYS Retirement System. To qualify for the benefit of the section, members must meet the following conditions:

- The employee must retire directly into and/or under the NYS Retirement System from active continuous full-time employment with the Lake Shore Fire District and is eligible to receive a pension from New York State.
- The member must have served a minimum of twenty (20) years of active full-time employment with the Lake Shore District immediately preceding retirement onto the New York State Retirement System.
- Qualified retirees, as defined above who retire the term of this agreement will be entitled to retiree healthcare coverage as follows.
- The District will contribute eighty-five (85) percent of the plan's premium for a single, two person or family plan for those who retire.
- Once a member reaches the age of 65 the member will switch over to Medicare for health insurance for the member and family.
- If the retiree dies prior to their 65th birthday the Fire District will provide

- health insurance for (6) months to the member's family.
- Prior to the age of 65 and a retiree receives an offer for health insurance from other employment or source the retiree has the option and if they choose to go with the other employments plan they will forfeit all future health coverage with the Fire District.
- When eligible for Medicare Coverage, the retiree shall be covered one hundred (100%) percent by the District Medicare Supplement or Medicare Advantage Plan. It is understood that if the District's health care plan does not cover any medical expenses covered by Medicare A and/or B for those being provided benefits in retirement plan. It is also understood for those Medicare eligible retirees participating in the District health insurance retirement plans, Medicare A and B coverage is required.

Article 18

Line Of Duty Death Funerals

18.1 The District shall pay expenses, not to exceed \$8,000.00, for the funeral and memorial services of any Association member killed in the line of duty.

Article 19

Labor-Management Committee

- 19.1** The Fire Commissioner in charge of personnel and a second Fire Commissioner, and the President of the Association and a member of the Association, shall meet at least semi-annually, but at least during the months of February and September, to discuss labor and management issues which affect the common good of both parties.
- 19.2** Other persons may attend the meetings as agreed by both parties.

Article 20

Duration and Changes

20.1 This agreement shall become effective upon ratification by both parties, and it shall continue in full force and effect until December 31, 2024. If either party wishes to renegotiate the Agreement, written notice shall be given at least 120 days but no more than 150 days prior to its expiration, and if such notice is not given, the Agreement shall continue in effect from year to year until said written notice is given prior to any subsequent expiration date.

20.2 If any provision herein is declared invalid or unenforceable by a court or administrative agency with appropriate jurisdiction, the remainder of the Agreement shall be continued in full force and effect as if the invalid or unenforceable provision had not been included.

20.3 As both parties agree that they had the full and fair opportunity to negotiate all subjects contained herein for bargaining, neither party will seek renegotiation during the term of this Agreement, except upon mutual consent.

20.4 Any amendments to this Agreement must be in writing, signed by a representative of each party and must be ratified by the Union membership and by the Board of Fire Commissioners.

Collective Bargaining Agreement between the Greece Officers Association IAFF #4640 and the
Lake Shore Fire District, Greece NY

X: _____

Date: _____
Randy Jensen, Chairman
Lake Shore Fire District
Board of Fire Commission

X: _____

Date: _____
Chris Forsyth, President
Greece Officers
I.A.F.F. Local #4640

X: _____

Date: _____
William Vasey, Vice President
Greece Officers
I.A.F.F. Local #4640

APPENDIX A

SAVED FOR GML 207-a procedures