

Collective Bargaining Agreement
Between

**The Fishers Professional
Firefighters & Drivers
IAFF Local 4907**

And

The Fishers Fire District



January 1, 2019 - December 31, 2023

Table Of Contents

	Article 1			Article 6	
	Preamble			Policies & Procedures	
Preamble		1	6.1	Adoption	7
			6.2	Union Review Period	7
	Article 2		6.3	Notice of Adoption	7
	Definitions		6.4	Right to Grievance	7
2.1	"Agreement"	2	6.5	Provision to Employees	7
2.2	"Apparatus"	2			
2.3	"Board"	2		Article 7	
2.4	"Chief Officer"	2		Seniority	
2.5	"Career Employees"	2	7.1	Seniority List	8
2.6	"Department"	2			
2.7	"District"	2		Article 8	
2.8	"Light Duty"	2		Discipline & Discharge	
2.9	"Management"	2	8.1	Applicable Law	9
2.10	"Time"	2	8.2	Union Representation	9
2.11	"Years"	3	8.3	Hearing Officers	9
2.12	"Union"	3			
				Article 9	
	Article 3			Grievance Procedure	
	Recognition, Dues & Agency Shop		9.1	Applicability	10
3.1	Exclusive Bargaining Unit	4	9.2	Civil Service Matters	10
3.2	Union Dues	4	9.3	Terms of Grievance	10
3.3	Dues & Fees Deductions	4	9.4	Initial Grievance	10
3.4	Deduction Authorizations	4	9.5	Appeal to Board	10
3.5	Revocation of Deduction		9.6	Arbitration	10
	Authorizations	4	9.7	Expenses	11
3.6	Hold Harmless Clause	4			
3.7	Changing Of Dues & Fees	4		Article 10	
3.8	Work Stoppage	4		Union Notification	
			Union Notification		12
	Article 4			Article 11	
	Discrimination			Union Business	
4.1	Discrimination	5	11.1	Union Release Time	13
4.2	Union Participation	5	11.2	Bulletin Board	13
4.3	Gender References	5	11.3	Cabinets	13
			11.4	Union Meetings	13
			11.5	Union Activity	13
	Article 5			Article 12	
	District Rights			Education & Training	
5.1	District Rights	6	12.1	Employee Qualifications	14
5.2	Retention of Rights	6	12.2	On the Job Fire Training	14
5.3	Failure to Exercise Rights	6	12.3	Compensated Training	14
5.4	Contracting Out	6	12.4	Remote Site Training	15
			12.5	Recruit Firefighter Academy	15
			12.6	Course Materials	15
			12.7	Mileage	15

Table Of Contents

<p style="text-align: center;">Article 13</p> <p>Salary, Longevity & Incentive Pay</p> <p>13.1 Pay Day 16</p> <p>13.2 Salary 16</p> <p>13.3 Longevity Pay 16</p> <p>13.4 Payment upon Termination 16</p> <p>13.5 Fire Service Instructor Incentive 16</p> <p>13.6 MTO Incentive 17</p> <p>13.7 AEMT Incentive 17</p> <p>13.8 Fitness Incentive 18</p> <p style="text-align: center;">Article 14</p> <p>Retirement & Deferred Compensation</p> <p>14.1 Lieutenants / Firefighters 19</p> <p>14.2 Firehouse Maintainers 19</p> <p>14.3 Deferred Compensation 19</p> <p style="text-align: center;">Article 15</p> <p>Work Schedules & Overtime</p> <p>15.1 Work Schedule 20</p> <p>15.2 Overtime 20</p> <p>15.3 Shift Swapping 21</p> <p style="text-align: center;">Article 16</p> <p>Minimum Staffing</p> <p>16.1 Firefighter Minimum Staffing 23</p> <p>16.2 Lieutenant Minimum Staffing 23</p> <p>16.3 Two Person Apparatus Min. 23</p> <p>16.4 Staff Position 24</p> <p style="text-align: center;">Article 17</p> <p>Filling of Vacancies</p> <p>17.1 Permanent Vacancies 25</p> <p>17.2 Group Transfers 25</p> <p>17.3 Shift Vacancies 25</p> <p>17.4 Short Notice Vacancies 26</p> <p style="text-align: center;">Article 18</p> <p>Vacations</p> <p>18.1 Vacation Bank 28</p> <p>18.2 First Year Pro-Rated Benefit 28</p> <p>18.3 Annual Benefit 28</p> <p>18.4 Using Vacation 28</p> <p>18.5 Selection 28</p> <p>18.6 Approval 29</p> <p>18.7 Roll-Over 29</p> <p>18.8 Holiday 29</p>	<p style="text-align: center;">Article 19</p> <p>Holidays</p> <p>19.1 Recognized Holidays 30</p> <p>19.2 Eligibility 30</p> <p>19.3 Amount of Benefit 30</p> <p>19.4 Holiday Rotation 30</p> <p style="text-align: center;">Article 20</p> <p>Sick Leave & Disability</p> <p>20.1 Service Related Injury/Illness 31</p> <p>20.2 Non- Service Illness / Injury 31</p> <p>20.3 Extended Leave/Disability Bank 32</p> <p>20.4 Disability 33</p> <p>20.5 Care for Family Members 33</p> <p style="text-align: center;">Article 21</p> <p>Pregnancy</p> <p>Pregnancy 34</p> <p style="text-align: center;">Article 22</p> <p>Light Duty</p> <p>Light Duty 36</p> <p style="text-align: center;">Article 23</p> <p>Leaves of Absence</p> <p>23.1 Emergency or Personal Leave 37</p> <p>23.2 Bereavement Leave 37</p> <p>23.3 Court Leave 37</p> <p>23.4 Jury Duty Leave 37</p> <p>23.5 Election Leave 38</p> <p>23.6 Pregnancy Leave 38</p> <p>23.7 Maternity/Paternity 38</p> <p>23.8 Adoption Leave 38</p> <p>23.9 Unpaid Leave 38</p> <p style="text-align: center;">Article 24</p> <p>Uniforms & Equipment</p> <p>24.1 Firefighting Gear 40</p> <p>24.2 Duty Uniforms 40</p> <p>24.3 Class A Uniforms 41</p> <p>24.4 Return of Uniforms and Gear 41</p> <p>24.5 Uniform of the Day 41</p> <p>24.6 Uniform Exceptions 41</p> <p>24.7 Safety Glasses 41</p> <p style="text-align: center;">Article 25</p> <p>Health, Dental & Life Insurance</p> <p>25.1 Health, Dental & Vision 44</p> <p>25.2 Health Care Buyout 44</p> <p>25.3 Retiree Health Insurance 44</p>
---	---

Table Of Contents

25.4	Employee Assistance Program	45
25.5	Change of Provider	45

Article 26

Union Representation on District Committees

27.1	Committee Representation	46
------	--------------------------	----

Article 27

Employment Commitment

27.1	Employment Commitment	47
27.2	Effectuated Courses	47

Article 28

Maintenance of Accommodation Benefits

28.1	Accommodation Benefits	49
28.2	Unspecified Privileges	49

Article 29

Miscellaneous

29.1	Personnel Files	50
29.2	Accidents and Vehicle Safety	50
29.3	Residency Requirement	50

Article 30

General Provisions

30.1	Public Employee's Fair Employment Law, Section 204-A	51
30.2	Savings Clause	51
30.3	Completeness	51
30.4	Amendments & Alterations	51
30.5	Copies	51
30.6	Term of the Agreement	51

Appendix A

Title Specific Standards

Title Specific Standards	52
--------------------------	----

Appendix B

Uniform Configurations

Uniform Configurations	54
------------------------	----

Appendix C

Salary Schedule

Salary Schedule	55
-----------------	----

Appendix

Holiday Rotation

Holiday Rotation	56
------------------	----

ARTICLE 1
PREAMBLE

This Collective Bargaining Agreement ["Agreement"] is entered into by and between the Fishers Fire District [hereinafter the "District"] and the Fishers Professional Firefighters and Drivers Local 4907 [hereinafter the "Union"]. It is the purpose of this agreement to achieve and maintain harmonious relations between the Union and the District, to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2
DEFINITIONS

- 2.1. **“Agreement”** refers to this collective bargaining agreement.
- 2.2. **“Apparatus”** refers to a district vehicle, weighing greater than 10,000 lbs.
- 2.3. **“Board”** refers to the Board of Fire Commissioners.
- 2.4. **“Chief Officer”** refers to any Chief, Deputy Chief, Assistant Chief as appointed by the Board.
 - 2.4.1. **“Career Employees”** Referred hereinafter as Career Employees or Employees, or their specific title.
 - 2.4.2. **“Officers”** Refers to members of the Union holding a designated supervisory role.
 - 2.4.2.1. **“Lieutenant”** refers to all full-time employees of the District who occupy the civil service classification of “Lieutenant”
 - 2.4.3. **“Firefighter”** refers to all full-time employees of the District who occupy the civil service classification of “Firefighter”.
 - 2.4.4. **“House Maintainer / Driver”** refers to all full-time employees of the District who occupy the civil service classification of “House Maintainer / Driver”.
- 2.5. **“Department”** refers to the collection of people [career employees and volunteers] and equipment that performs the public service. When ‘on duty’ as for alarm response, parades, inspections, training, etc. this entity’s membership is under the exclusive control of the Fire Chief, under the direction of the Board of Fire Commissioners, and the entity’s apparatus is under the Fire Chief’s supervision.
- 2.6. **“Department Member”** refers to an individual person in the Department, either a career employee or a volunteer.
- 2.7. **“District”** refers to the Fishers Fire District. The Board of Fire Commissioners governs the District.
- 2.8. **“Light Duty”** refers to modified tasks that comply with temporary medical restrictions prescribed by a doctor.
- 2.9. **“Management”** refers to the Board and all Chief Officers.
- 2.10. **“Time”**
 - 2.10.1. **“Business Days”** – defines time between events, typically not including Saturdays, Sundays, and Holidays.
 - 2.10.2. **“Calendar Days”** – defines time between events, typically including Saturdays, Sundays, and Holidays. [July 2 to July 12 is 10 Calendar Days.]
 - 2.10.3. **“Holiday”** – defines the 24 hour period starting at 07:00 hours on the days recognized in Article 19.1

- 2.10.4. **“Sick Day”** – defines an employee’s use of sick time to cover the length of a career employee’s normal scheduled shift
- 2.10.5. **“Work Day”** – defines a set paid interval aligned with a career employee’s normal scheduled shift

- 2.11. **“Years”** Years are described in various fashions, January 1 to December 31, 365 days [plus 1 for leap year]. For Compensation and work arrangements the following are the defined:
 - 2.11.1. Lieutenant / Firefighter – 2184 hours is a full regular year.
 - 2.11.2. House Maintainer / Driver – 2080 hours is a full regular year

- 2.12. **“Union”** refers to the Fishers Professional Firefighters and Drivers Local 4907.
 - 2.12.1. **“Union Member”** refers to a Career Employee who belongs to the local union and is currently paying agency fees.
 - 2.12.2. **“Executive Board”** refers to the Executive Board of the Union, which, at the time of this agreement, includes the President, Vice President, Treasurer, Secretary, and Shop Steward of the Union. The Union shall notify the District in writing of any changes to the membership of the Executive Board.
 - 2.12.3. **“President”, “Vice President”, “Treasurer”, “Secretary”, and “Shop Steward”** refer to the respective officers of the Union.

ARTICLE 3
RECOGNITION, DUES & AGENCY SHOP

- 3.1. **Exclusive Bargaining Unit.** The District recognizes the Union as the exclusive bargaining unit, grievance representative, and negotiating representative for all union employees
- 3.2. **Union Dues.** Career employees who wish to pay dues to the union must sign a dues authorization card. The district shall promptly deduct and remit dues to the Union in accordance with state law.
- 3.3. **Dues & Fees Deductions.** Membership dues, fees and assessments, and other deductions agreed upon by the District and the Union shall be deducted bi-weekly and forwarded to the Secretary/Treasurer of the Union not later than 14 days from the pay-date of the deductions.
- 3.4. **Deduction Authorizations.** The Union shall maintain and provide copies to the District of written deduction authorization for all Union dues, fees, assessments, and other deductions for each Member.
- 3.5. **Revocation of Deduction Authorizations.** Upon receipt by the District of a written revocation of a dues deduction authorization, the District shall honor the same, but shall thereafter commence and maintain the dues and fees deductions.
- 3.6. **Hold Harmless Clause.** The District shall be responsible for the deduction of fees and dues in accordance with the provisions of the Article, and the Union shall defend and hold harmless the District against any claim arising out of said deductions and transmittal of dues and fees to the Union.
- 3.7. **Changing of Dues & Fees.** The Union may change the amount of dues or other deductions upon written notice to the District. The deduction changes shall take effect during the pay period following receipt of the written notice by the District, unless otherwise specified by the Union for a later date.
- 3.8. **Work Stoppage.** During the term of this agreement, there shall be no work stoppage or interruption or slowdown or any other concerted refusal to perform diligently the responsibilities of career employees of the Fishers Fire District. The District, nor its agents, for any reason shall not authorize, institute, aid or promote any lockout of employees covered by this Agreement.

ARTICLE 4
DISCRIMINATION

- 4.1. **Discrimination.** The District and the Union agree that there shall be no unlawful discrimination because of race, creed, color, gender, disability, sexual orientation, religion, national origin, marital status or any other characteristic protected under applicable federal and state laws and regulations. In the event of a claim by an employee of unlawful discrimination, the employee may utilize the grievance procedure herein, provided, however, that no such claim may be submitted to arbitration; rather, if unresolved, the claim shall be submitted to the state or federal agency having jurisdiction.
- 4.2. **Union Participation.** There shall be no discrimination by the Union or District because any Member has participated in or refrained from membership in the Union; membership in parent organizations or affiliate organizations of the Union; or activities on behalf of any of the aforementioned groups. In the event of a claim of such discrimination, the matter shall be subject to the exclusive jurisdiction of the Public Employment Relations Board.
- 4.3. **Gender References.** All references to members or employees in this Agreement designate both sexes, and wherever either gender is specified, it shall be construed to include both male and female employees.

ARTICLE 5
DISTRICT RIGHTS

- 5.1. **District Rights.** The District retains the sole right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of its service operation to be conducted and rendered and the methods, process and means used in operating its services and the control of the buildings, real estate, materials and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in supplying its services shall be performed by employees covered by the Agreement; to maintain order and efficiency in all work assigned, including the right to discipline, suspend, and discharge employees; to determine staffing levels and the hours of work; to promulgate and enforce rules and regulation for the conduct of employees; provided, however, that the above written rights shall be subject to any limitations that are contained in any article or section of this Agreement.
- 5.2. **Retention of Rights.** The above rights of the District are not all-inclusive, but indicate the types of matters or rights that belong to and are inherent to the District through the Board. Any and all rights, powers and authority held by the District prior to entering into this Agreement, including management rights and prerogatives arising under the applicable laws of the State of New York or the United States, are retained and preserved by the District, except as expressly and specifically abridged, delegated, granted or modified by a specific provision of the Agreement.
- 5.3. **Failure to Exercise Rights.** The failure of the District to exercise a particular management right or function shall not constitute a waiver of the District's right to exercise such management right or function.
- 5.4. **Contracting Out.** In consideration of the bargaining unit members concern over potential staff reductions from District actions, The District agrees that it will not enter into a contract or agreement with any other municipality, fire district, fire department or fire protection district, or any other emergency response organization not within the District boundaries to provide fire and rescue services currently being performed by bargaining unit members if such contract would result in a reduction in the number of bargaining unit members as of this contract initiation or in a deviation from its currently agreed upon hours and schedule.

ARTICLE 6
POLICIES & PROCEDURES

- 6.1. **Adoption.** The Board retains the sole discretion to adopt policies, regulations, rules, guidelines and procedures for the operation and administration of the District. The Board further retains the sole discretion to amend, modify or delete such policies, regulations, rules, guidelines and procedures from time to time. Such policies, regulations, rules, guidelines and procedures shall not contradict the specific language of any article or section of this Agreement.
- 6.2. **Union Review Period.** Before adoption of new or revised policies, regulations, rules, guidelines and procedures, the Union shall be provided with a copy of the policies, regulations, rules, guidelines and procedures, and shall be given a reasonable opportunity to comment upon the proposed new or revised policies, regulations, rules, guidelines and procedures. Such opportunity to comment, however, will in no way impair the District's unilateral right to implement the new or revised policies, regulations, rules, guidelines and procedures.
- 6.3. **Notice of Adoption.** Upon adoption of any new or revised policies, regulations, rules, guidelines and procedures of the District, notice shall be provided to all employees in writing a minimum of fifteen [15] calendar days prior to the effective date of the policies, regulations, rules, guidelines and procedures, unless the Management deems the policies, regulations, rules, guidelines and procedures to be of crucial importance to the safety of employees or operation of the District.
- 6.4. **Right to Grievance.** Any policies, regulations, rules, guidelines and procedures of the District affecting the wages, hours, or terms and conditions of employment for employees shall be subject to the right of the employee to file and process a grievance to protest any unfair application or discriminatory enforcement.
- 6.5. **Provision to Employees.** The District shall provide each employee with a current written copy of all policies, regulations, rules, guidelines and procedures, and each employee shall acknowledge receipt in writing. New or revised policies, regulations, rules, guidelines and procedures shall be provided to employees in writing upon adoption of the policies, regulations, rules, guidelines and procedures.

ARTICLE 7
SENIORITY

- 7.1. **Seniority List.** The Local Union will establish and maintain a current shop seniority list for all Career Employees, which shall be updated as necessary [new hires, leaves of absence, promotions, layoffs, etc.].
- 7.1.1. Shop Seniority shall be determined by the length of continuous full time employment, as a civil service employee in their respective civil service class, a career employee has with the Fishers Fire District.
- 7.1.2. In the case of employees with the same start date, seniority shall be given first by position on the civil service list [if applicable], next by the date of appointment, and then alphabetically by last name.
- 7.1.3. An employee who resigns or is terminated shall lose their shop seniority, except when exempt under the Civil Service Law or Military Law.
- 7.1.4. Seniority shall prevail with respect to the choosing of vacations and such other matters within the jurisdiction of the Agreement.

ARTICLE 8
DISCIPLINE & DISCHARGE

- 8.1. **Applicable Law.** All disciplinary action, including suspensions and terminations, shall be conducted in accordance with Section 75 of the Civil Service Law.
- 8.2. **Union Representation.** A Union Member subjected to a pre-disciplinary interview or interrogation shall be informed of their right to Union representation. This shall also apply to any verbal counseling of a corrective nature administered by Management, which shall not be considered formal discipline.
- 8.3. **Hearing Officers.** The selection of a hearing officer to conduct a Section 75 hearing shall be chosen from a list of hearing officers and will be mutually agreed upon by the District and Union.

ARTICLE 9
GRIEVANCE PROCEDURE

Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

- 9.1. **Applicability.** Any grievance or dispute arising out of the application or interpretation of a provision of the Agreement shall be subject to resolution through this procedure, except as otherwise specifically outlined in Article 4 of this agreement.
- 9.2. **Civil Service Matters.** This procedure shall not apply to any matter that is reviewable pursuant to administrative procedures or the rules of Civil Service, and it shall not apply to matters of discipline and discharge that are subject to Section 75 of the Civil Service Law.
- 9.3. **Terms of Grievance.** All grievances shall be submitted and appealed in writing, and all decisions shall be in written form. The time limits for filing or appealing a grievance are considered mandatory and conditions precedent to arbitration, unless waived or extended by written agreement. The failure of the District to answer a grievance in a timely fashion shall permit the grievant to appeal to the next stage as if the written decision had been delivered on the last day of the time limit.
- 9.4. **Initial Grievance.** A written grievance must be presented to the Chief and the Commissioner in charge of personnel [or their designee[s] if absent for three [3] calendar days] not later than three [3] calendar days after the next regularly scheduled Union meeting after the act or omission-giving rise to the grievance, and the member shall furnish a copy to the Union President. The Chief and another member of management [not a sitting Commissioner] shall discuss the grievance with the employee and his Union representative if investigation into the matter is deemed necessary, and report to the Commissioner in charge of personnel if appropriate. The Chief or the Commissioner in charge of personnel shall provide a written answer within ten [10] calendar days from the date on which the written grievance was submitted to them.
- 9.5. **Appeal to Board.** An appeal of Management's decision must be made in writing to the Secretary of the Board within ten [10] calendar days. At its next regularly scheduled meeting after receipt of written appeal, the Board of Fire Commissioners shall hear the grievance unless a delay of the proceedings is mutually agreed upon. The Board shall render a written decision on the grievance no later than three [3] calendar days after the grievance is heard.
- 9.6. **Arbitration.** The Union may appeal a decision of the Board to final and binding arbitration, by written appeal to the Secretary of the Board within ten [10] calendar days after the Board decision is rendered.
 - 9.6.1. The parties will then use the procedures of the Public Employment Relations Board in selecting an arbitrator, who shall be subject to the following limitations:
 - 9.6.1.1. The arbitrator shall decide only one grievance, except upon mutual consent

- 9.6.1.2. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement
 - 9.6.1.3. The arbitrator may not award retroactive relief in any case except the matter before them.
- 9.7. **Expenses.** The parties shall share the fees and expenses of the arbitrator, but all other expenses shall be borne by the party incurring them.

ARTICLE 10
UNION NOTIFICATION

The Union President and Vice-President shall be provided with the following information concerning career employees on a timely basis: new appointments, promotions, transfers, disciplinary action, terminations, leaves of absence [in excess of one month], serious injuries [requiring hospital treatment], or death.

ARTICLE 11
UNION BUSINESS

- 11.1. **Union Release Time.** The President of the Union and/or his designee shall collectively be allowed a maximum of twenty-four [24] hours per year as release time without loss of pay, in not less than one hour increments per individual, with the President arranging for shift coverage to run concurrent with release time, as not to affect normal staffing levels. This allowance is exclusively for the following purposes: grievance investigation [provided this cannot be done during working time] and grievance hearings.
- 11.2. **Bulletin Board.** The District shall allow the Union to post a bulletin board in all staffed firehouses, in approved areas for official Union communication. Materials placed on such board shall not contain any material derogatory of the District, Fire Department, Union or Volunteers, and their policies, procedures or personnel.
- 11.2.1. Approved areas will be mutually determined by District and Union, of about four [4] lineal feet floor to ceiling. Bulletin Board appearance will be harmonious with its location and not injurious to the District's structure.
- 11.3. **Cabinets.** The Union will be allowed to provide and maintain a file cabinet and a supply cabinet for the purpose of keeping Union material, documentation and supplies in approved areas in all staffed firehouse locations. The cabinets will be consistent with the existing appearance of the agreed upon space.
- 11.4. **Union Meetings.** The Union shall be allowed to conduct regular and special union meetings on Fire District grounds, so long as the meetings schedules are forwarded to the cognizant Commissioner no less than 30 days in advance for regular meetings and in advance for special meetings and so long as the meetings do not impose upon other Fire District business and events. On-duty personnel shall be permitted to attend Union meetings so long as the meeting does not conflict with other District Business and on-duty personnel remain available to respond promptly to any District business which may arise.
- 11.5. **Union Activity.** No union member may be disciplined, discharged, or discriminated against because of any activity on behalf of the union which does not interfere with the discharge of his/her duties, assignments, tasks or compliance with Policies, Rules & Regulations, and does not violate any provisions of this Agreement.

ARTICLE 12
EDUCATION & TRAINING

12.1. Employee Qualifications – Training Level.

12.1.1. **Probationary Employees** must attain any and all legally required training/certifications and the below noted qualified training for their respective position within one calendar year of being hired. The District will support the designated training under the “Compensated Training” paragraph.

12.1.2. Lieutenant / Firefighter.

12.1.2.1. Valid NYS driver’s license.

12.1.2.2. High School Diploma or GED.

12.1.2.3. Successful completion of the Recruit Firefighter Training at the New York State Academy of Fire Science or equivalent career fire academy that complies with NYCRR 426.6 training for career firefighters.

12.1.2.4. Current NYCRR 426.7 in-service qualified and documented training.

12.1.2.5. Current NYS EMT certification.

12.1.3. House Maintainer / Driver.

12.1.3.1. Valid NYS driver’s license.

12.1.3.2. High School Diploma or GED.

12.1.3.3. Maintain District qualifications to operate vehicle accessories specifically: pumps, aerials, hydraulics, and generators.

12.1.3.4. Current NYS EMT certification

12.2. On The Job Fire Training. The District will continue training programs wherein employees will receive on-the-job, fire related training. This on-the-job training shall include, but not be limited to, the minimum requirements for annual training for career firefighters as outlined by New York State law [NYCRR 426.7].

12.2.1. Employees are required to attend all appropriate training sessions scheduled by the Municipal Training Officer [MTO], unless specifically excused by the MTO or the cognizant Commissioner.

12.2.2. When training is scheduled outside of the employees regular work schedule, those affected shall receive two [2] weeks’ notice from the MTO, where practical.

12.3. Compensated Training. Compensated Training costs shall be paid for by the District including costs of tuition, registration, mileage, lodging, and books or supplies per District Policies. Pre-approval shall be required by Chief or designee and cognizant District Commissioner. Employees will be compensated for the hours missed from work to attend training at their regular rate, except as noted below.

- 12.3.1. Required On-the-Job or regular scheduled training [426.7 and EMT requirements], occurring in Ontario or Monroe County during scheduled shift, will be compensated at regular rate.
 - 12.3.1.1. Should training be outside normal assigned shift time, such as staying over or coming in for the instruction, the following activities will be paid at the time and one-half of an employee's regular rate: special mandated training programs [e.g. CPR, vehicle extrication, new equipment or apparatus] and courses where a special instructor is required or those courses and hours that are mandated by law; all instructor classroom hours and drill hours necessary to meet mandated training.
 - 12.3.1.2. **Elective training**, if approved by cognizant Commissioner, will be paid at regular rate for time in class or if occurring during regularly scheduled shift, the shift compensation will be used such that employee is not financially penalized for training attendance. This applies to Ontario and Monroe County plus Montour Falls locations.
- 12.4. **Remote Site Training.** Training outside of Ontario and Monroe Counties, such as conferences, seminars, specialized training, will be paid at regular rate replacing normal scheduled time such that the employee is neither penalized nor rewarded for attendance. Typically if the conference is about a work-week or longer in duration the employee will be paid for a work-week regardless of actual hours away from District or in-class. Other expenses including costs of tuition, registration, mileage, lodging, meals and books or supplies will be paid by the District per District Policies.
- 12.5. **Recruit Firefighter Training Academy.** Successful completion of an organized fire training academy is mandatory for all career employees holding the rank of Firefighter or Lieutenant, who have not already completed a career fire academy pursuant with Article 12.1.2.3. Employees will be reimbursed their base salary of 42 hours per week during their academy, regardless of hours spent in the classroom or on the training grounds. Other expenses including costs of tuition, registration, mileage, lodging, meals, books and supplies will be paid by the District per District Policies.
- 12.6. **Course Materials.** Any books or course materials paid for by the District, beyond the cost of tuition or enrollment, under the terms of Full Compensation training, shall become the property of the District. At the option of the employee, they may purchase their own books or course materials and subsequently retain possession of said materials.
- 12.7. **Mileage.** Employees attending approved District Training will be reimbursed for miles traveled from the firehouse to a training destination based on the present Board Resolution on Mileage Reimbursement. In lieu of mileage, the District may offer the use of a District vehicle for training purposes. Carpooling is expected and only one mileage reimbursement per 4 employees will be paid for classes with concurrent attendance. Exceptions to carpooling may be approved by the cognizant commissioner allowing for more than one mileage reimbursement may be paid.

ARTICLE 13
SALARY, LONGEVITY & INCENTIVE PAY

- 13.1. **Pay Day.** Employees shall be paid every two [2] weeks. Employees will be paid on the Friday following the completion of each two week pay period. The Fire District work week runs from Monday through Sunday.
- 13.1.1. The District will deposit each employee's pay in his/her personal account, at any mutually agreeable bank, upon request.
- 13.2. **Salary.** The following salary schedules shall be applied to Career Employees during the term of this Agreement. No adjustments in salary will occur after the completion of the term of this Agreement except through negotiations or interest arbitration. Hourly rates shall be based on a forty-two hour workweek [2184 hours annually] for Firefighters / Lieutenants and forty [40] hour workweek [2080 hours annually] for House Maintainers/Drivers.
- 13.2.1. Hourly rates will be effective 1/1/2019. Retroactive lump sum payment of rate differential from 1/1/2019 to date of signing the contract to be paid within 4 weeks of signing of contract.
- 13.2.2. Salary Schedules are defined in **Appendix C**
- 13.3. **Longevity Pay.** Longevity pay for Career Employees shall be paid in a separate lump sum check on the employee's anniversary date as follows:
- | | |
|--------------------------|----------------|
| 5 - 9 years of service | \$ 500 / year |
| 10 - 14 years of service | \$1,000 / year |
| 15 - 19 years of service | \$1,500 / year |
| 20+ years of service | \$2,000 / year |
- 13.4. **Payment upon Termination.** When an employee leaves District employment, he or she shall be paid per appropriate Federal and NY State laws. The compensation will cover the last day he or she actually worked for his/her salary and be paid on the next regular payroll date. A separate payment will be made at that time covering the value, if any, of accumulated vacation time due to the employee.
- 13.5. **Fire Service Instructor Incentive.**
- 13.5.1. All employees who meet the requirements of 13.5.2. below shall be eligible to receive a Fire Service Instructor incentive of \$1500.00 annually which will be paid as a lump sum payment in a separate check [from the employee's regular paycheck] in the second pay period in October.
- 13.5.2. Receipt of this incentive is subject to the standards set forth in Appendix A of this Agreement. Any firefighter who receives this incentive as part of his pay will forfeit that

incentive if the requirements in Appendix A are not met during the calendar year. The forfeited incentive pay will be taken out of the first two pay periods in the following January.

13.5.3. Employees shall not be eligible to receive this stipend until they have completed two full years of full-time employment. Receipt of this incentive is subject to the standards set forth in Appendix A of this Agreement. Any firefighter who receives this incentive as part of his pay will forfeit that incentive if the requirements in Appendix A are not met during the calendar year.

13.5.4. Officers shall not be eligible to receive this incentive as it is a condition of their promotion.

13.6. Municipal Training Officer [MTO] Incentive.

13.6.1. All employees who meet the requirements of 13.6.2. below shall be eligible to receive a MTO incentive of \$4000.00 which will be paid as a lump sum payment in a separate check [from the employee's regular paycheck] in the second pay period in October.

13.6.2. Receipt of this incentive is subject to the standards set forth in Appendix A of this Agreement. Any firefighter who receives this incentive as part of his pay will forfeit that incentive if the requirements in Appendix A are not met during the calendar year. The forfeited incentive pay will be taken out of the first two pay periods in the following January.

13.6.3. This incentive shall qualify for a prorated monthly amount based on the number of full months for which the position is held

13.6.4. Receipt of this incentive is subject to the standards set forth in Appendix A of this Agreement. The individual who receives this incentive as part of his pay will forfeit that incentive if the requirements in Appendix A are not met during the calendar year.

13.6.5. If the MTO position is held by an individual in the civil service rank of Captain or higher, the incentive shall be null and void.

13.7. ALS First Response Incentive.

13.7.1. Employees who maintain a New York State EMS certification to the level of AEMT or higher, and who are authorized to perform at the level of ALS First Response [AEMT] for the District, shall receive an annual incentive of \$2500.00 which will be paid as a lump sum payment in a separate check [from the employee's regular paycheck] in the second pay period in October.

13.7.2. Employees at the BLS level, may pursue an opportunity to increase their level of care to the AEMT level. These opportunities will be filled by appointment, by the District Chief, following nomination by an Officer.

13.7.2.1. Employees who have been appointed to the position and need to obtain the proper certification shall be payed as it pertains to 12.3 for required on the job training.

- 13.7.2.2. Employees may elect to obtain the training without being appointed. The employee would be payed as it pertains to 12.3 for elective training.
- 13.7.3. An employee certified as an AEMT or higher may elect to function only to the EMT-B level. Personnel electing to perform at the EMT-B skill level will not qualify for this incentive.
- 13.7.4. Any employee who, as result of disciplinary action or remedial training, is not cleared to perform to the AEMT level for any accumulative period of greater than 30 days in a 12 month period, will forfeit receipt of this incentive for the given year.
- 13.7.5. Any employee who attains AEMT certification after the 1st of the year, will receive a prorated incentive based on the number of full months for which the certification was held.

Fitness Incentive

- 13.7.6. In an effort to encourage good physical health, Firefighters will be offered the opportunity to complete a CPAT comparable evaluation each year.
- 13.7.7. The evaluation shall be conducted in September of each year.
- 13.7.8. Every career employee that completes the evaluation in under 10 minutes and 30 seconds, the minimum standard for Fire Fighting, shall receive a stipend of \$250 which will be paid as a lump sum payment in a separate check [from the employee's regular paycheck] in the second pay period in October.

ARTICLE 14
RETIREMENT & DEFERRED COMPENSATION

- 14.1. **Lieutenants / Firefighters.** Effective immediately, Lieutenants / Firefighters shall be enrolled in plan option 384-e, under the New York State Police and Fire Retirement System [PFRS]. The district shall provide employees with a PFRS informational package at time of enrollment and upon request from the employee.
- 14.2. **Firehouse Maintainers.** The Retirement Plan now in effect under the New York State Employee Retirement System [ERS] shall be continued. The district shall provide employees with an ERS informational package at time of enrollment and upon request from the employee.
- 14.3. **Deferred Compensation Plan.** The Fire District will maintain a qualified Deferred Compensation Plan [Internal Revenue Code Section 457] with participation, rights and responsibilities subject to the terms of the plan.

ARTICLE 15
WORK SCHEDULES & OVERTIME

- 15.1. **Work Schedule.** The Fire District operates on a twenty-eight day cycle. Lieutenants / Firefighters will average 42 hours per week and House Maintainers/Drivers will average 40 hours per week.
- 15.1.1. If the Board deems it necessary for the efficient working of the District, shifts may be adjusted. The Board shall act consistent with Notification of Union clause. The Board shall negotiate with the Bargaining Unit as to shift changes, implementation timing, and other such details to allow employees to adapt to the desired changes.
- 15.1.2. In emergencies the Board may authorize overtime, may adjust schedules, may make exceptions to the typical rules and practices to accommodate the unforeseen emergency as it deems necessary.
- 15.1.3. Probationary employees or those assigned to light or modified duty consistent with their limited capabilities [physician certified] due to an illness or injury which prevents them from full duty may be assigned to a modified schedule as the Board sees fit.
- 15.1.4. **Lieutenants / Firefighters** – Current schedule is 24 hours on, 72 hours off with a start time of 07:00, rotating.
- 15.1.4.1. If all duties are completed, rest or bed area may be utilized after 21:30.
- 15.1.4.2. Employees may not exceed 48 hours of continuous scheduled on duty time. If possible 72 hours off duty will be scheduled after a 24 hour shift. At a minimum 12 hours off duty is required before returning to duty after 48 hours on duty.
- 15.1.4.3. The cognizant commissioner may authorize an exception in writing [email is acceptable].
- 15.1.4.4. In emergencies or at an incident, a Chief Officer or other Management may authorize exceptions on scene.
- 15.1.4.5. Training is an authorized exception as a planned extension of the shift per the MTO's direction.
- 15.1.5. **House Maintainers / Drivers** – The schedule of 07:00 to 15:00 will be maintained for current employees.
- 15.1.5.1. On an 8 hour shift a paid 30 minute meal break is permitted.
- 15.2. **Overtime.** All overtime will be compensated at time and one-half rate in the following situations:

15.2.1. **Lieutenants / Firefighters –**

- 15.2.1.1. All of the following activities by Lieutenants / Firefighters, when worked outside of the normal rotation schedule, will be considered overtime: required alarm work; special mandated training programs [e.g. CME's, Career In-Service, new equipment or apparatus]; courses where a special instructor is required or those courses and hours that are mandated by law; special meetings and special details as required by the Chief or fire commission; all required investigations; all other classroom hours and drill hours necessary to meet mandated training; and time spent at working fires as required by the Chief.
- 15.2.1.2. **Call Back.** All employees who are called back to duty by a member of Management or department officer, outside of their normal scheduled shift, will be paid a minimum of two [2] hours pay at their overtime rate.
- 15.2.1.3. **Ordered to Duty.** An employee ordered back to duty shall be paid a minimum of two [2] hours at their overtime rate. To be considered ordered to duty, an employee must have been individually ordered by a member of Management, or by a group page which orders all career personnel to return to duty.

15.2.2. **House Maintainers / Drivers –**

- 15.2.2.1. Time that is authorized by the Chief, The Cognizant Fire Commissioner or a designee thereof, for an incident extending past the end of the employee's regular scheduled shift, shall be paid their overtime rate.
- 15.2.2.2. **Call Back.** All employees who are called back to duty by a member of Management or department officer, outside of their normal shift, will be paid a minimum of two [2] hours pay at their overtime rate.
- 15.2.2.3. **Ordered to Duty.** An employee ordered back to duty shall be paid a minimum of two [2] hours at their overtime rate. To be considered ordered to duty, an employee must have been individually ordered by a member of Management, or by a group page which orders all career personnel to return to duty.

15.3. **Shift Swapping.** Employees may substitute for one another where the substitution is voluntarily undertaken and agreed to by both employees, and approved by the On-Duty Officer.

15.3.1. Shift Swaps shall only occur between equivalent Civil Service Positions.

15.3.2. Shift Swaps shall not result in a shortage in staffing or negatively impact the operation of the Fishers Fire District.

- 15.3.3. The substitute employee shall be paid at their regular rate for the duration of their normally scheduled shift. The substitute employee shall, however, be paid at the applicable overtime rate for all hours in excess of their normally scheduled shift or when applicable in Article 15.2.
- 15.3.4. The originally scheduled employee is not eligible to receive scheduled overtime on their originally scheduled day as a result of a shift swap, except when applicable to Article 15.2.
- 15.3.5. Once approved by the On-Duty Officer, the substituting employee takes responsibility for the work shift, and is responsible for finding an alternative swap if needed, or working the shift.

ARTICLE 16
MINIMUM STAFFING

Minimum staffing shall be viewed as staffing per position and not total number of persons on duty at any given time.

16.1. **Firefighter Minimum Staffing.** Staffing shall not fall below one less than full staffing at any given time.

16.1.1. Full staffing is determined by the number of civil service firefighter slots, available to the fire district, divided by the 4 groups.

16.1.2. In the event that a shift vacancy causes for staffing to fall below the minimum number of firefighters on duty, the shift will be filled as soon as possible, following the Fill-in List procedures.

16.1.3. **Long Term Vacancies.** In the event that a vacancy is scheduled to occur for greater than 5 regular shifts, that vacancy shall be deemed a long term vacancy.

16.1.3.1. All long term vacancies shall immediately be filled, following the Fill-in List procedures, until that vacancy is permanently filled.

16.1.3.2. A long term vacancy shall not be filled by the reassignment of a firefighter, causing a vacancy on another shift.

16.1.3.3. Long term vacancies shall be filled regardless of minimum staffing levels.

16.2. **Lieutenant Minimum Staffing.** There shall be a Lieutenant on duty at all times.

16.2.1. In the event of a shift vacancy, the position will be filled by another Lieutenant following the Fill-in List Procedures

16.2.2. **Long Term Vacancies.** In the event that a vacancy is scheduled to occur for greater than 5 regular shifts, that vacancy shall be deemed a long term vacancy.

16.2.2.1. All long term vacancies shall immediately be filled by a district appointed "Acting Lieutenant", or may be filled by a current Lieutenant if an "Acting Lieutenant" is unavailable.

16.3. **Two Person Apparatus Minimum.** In the event that a shift vacancy causes for an apparatus to operate with fewer than 2 firefighters or one Officer and one Firefighter, that vacancy shall be filled in the following manner:

- 16.3.1. Officer on duty will assign an on duty firefighter to report to another station to staff the depleted apparatus, so long as this does not cause any regularly staffed apparatus to fall below the 2 firefighter minimum.
- 16.3.2. The Fill-in list will be utilized to ensure all normally staffed apparatus are staffed with a minimum of 2 firefighters.
- 16.4. **Staff Positions.** The Driver/Maintainer and MTO positions, should be viewed as “Staff Positions” and should not be counted towards staffing levels.
 - 16.4.1. Vacancies in these positions for greater than 1 week shall be filled by a qualified candidate. Firefighters may fill Driver/Maintainer positions and Officers with Fire Instructor II may fill the MTO position.
 - 16.4.2. The Officer appointed to fill the MTO position shall fill the position for the duration of the vacancy to ensure continuity of the department’s training programs. The vacancy created by the officer filling this position, shall be filled via the fill-in list procedures.

ARTICLE 17
FILLING OF VACANCIES

- 17.1. **Permanent Vacancies [Filling Of].** Permanent vacancies occur when an incumbent is no longer employed by the District for whatever reason.
- 17.1.1. The District will determine whether and when such vacancy will be filled.
- 17.1.2. The District will abide by Civil Service laws and procedures to fill a vacancy.
- 17.2. **Group Transfers.** When a permanent vacancy occurs on the group roster, the Fire Chief or his designee will post a written notice giving those interested in a transfer an opportunity to submit in writing their request.
- 17.2.1. Notice should be posted, with two weeks when possible, on the department's announcement board.
- 17.2.2. The Fire Chief, after consulting with group Officers, retains the right of final authority for determining group assignments and transfers in consideration of both seniority and suitability.
- 17.2.3. In the event that group reassignments must occur involving other members of the bargaining unit, adequate written notice must be provided to those affected.
- 17.3. **Shift Vacancies.** Shift vacancies occur when an employee is ill, on vacation, on remote training, or otherwise not available for their regular assigned work shift.
- 17.3.1. The District will determine whether the shift vacancy will be filled in accordance to Minimum Staffing. If a vacancy is to be filled, the Fill-in List shall be utilized.
- 17.3.2. **Fill-in Lists.** The District or its designee shall maintain a separate Fill-in List for Lieutenants, Firefighters, and House Maintainers / Drivers. The intent is to fairly and equitably distribute such extra work hours among all qualified employees. The lists shall initially be established based on seniority for full time employees and be restarted each January 1 for each civil service position. It shall include the employee name and a single preferred contact phone number.
- 17.3.2.1. Whenever new civil service employees complete required training, their names shall be added to the bottom of the existing list by seniority in accordance with Article 7, and the list shall remain otherwise unchanged.

- 17.3.2.2. Acting Lieutenants will be listed on both the Firefighter and Lieutenant Fill-in List. Acting Lieutenants will be listed per seniority on the Firefighter list and at the bottom of the Lieutenants list. All Lieutenants will be offered an opportunity at regular vacancies, prior to offering to the Acting Lieutenants.
 - 17.3.2.3. It shall be the sole responsibility of each employee to ensure that the contact number listed on the Fill-in list is accurate. The District shall not be responsible for an employee not being contacted due to incorrect or changed contact information that has not been updated.
 - 17.3.2.4. Complete shifts, starting with the day shift, shall be filled prior to any partial shifts. Any shift 16 hours or greater will be divided into two shifts of equivalent hours.
 - 17.3.2.5. Once an employee accepts or declines a shift assignment, they shall be moved to the bottom of the list, regardless of the length of the shift taken.
 - 17.3.2.6. If an employee is unreachable when contacted for the shift and does not respond within 1 hour of being left a message, voice mail, or other means the non-response shall be deemed a decline.
 - 17.3.2.7. Employees currently on any form of leave or otherwise not eligible to work their current shifts, will be filled in as refusals.
 - 17.3.2.8. When possible, Shifts should be filled up to 2 weeks out. In some instances, vacancies may occur last minute. For any vacancy that is to be filled with 24 hours or less notice to the employee, the "Short Notice" fill procedure shall be followed.
- 17.4. **Short Notice Shift Vacancies.** A shift vacancy that results in the filling employee being contacted with 24 hours or less of notice shall be considered a "Short Notice Vacancy"
- 17.4.1. In short notice vacancies, the Fill-in List is used to establish the starting point and contact order for the employees.
 - 17.4.2. Shifts that are 16 hours in length or greater shall be divided into two shifts of equivalent length. The shifts shall be fulfilled in sequential order. Employees will not be given the option to accept the later shift until the first shift is filled.
 - 17.4.3. Employees shall be called from the district phone line via their provided contact number. Employees must respond at the time of the call. Employees shall not be afforded any additional time or the traditional hour to provide an answer.
 - 17.4.4. If an employee declines the shift or is unreachable at the time of the call, they are skipped on the overtime list. An employee is not penalized for not being able to fulfill a short notice vacancy.

- 17.4.5. If an employee accepts the shift and it is 8 hours or more in length, the employee is filled in for accepting the shift. If the shift is less than 8 hours, the employee is not filled in for the shift.
- 17.4.6. When filling "Short Notice" vacancies, the Officer on duty is permitted at their discretion to hold over a qualified employee for up to 3 hours until the remaining vacancy can be filled by a qualified employee off the Fill-in List.

**ARTICLE 18
VACATIONS**

- 18.1. **Vacation Bank.** All employees will be allowed paid vacation days which will be tracked by the District in a vacation bank according to the provisions set forth in this article. All vacation shall be accrued based on time served with the District, but shall only be credited to vacation banks as specified in this article.
- 18.2. **First Year Pro-rated Benefit.** On January 1st following their date of hire a career employee shall receive a pro-rated benefit of 8 hours per full month of service that occurred between their hire date and January 1st. Each year after this pro-rated first year, employees shall receive an annual benefit based on the schedule below.
- 18.3. **Annual Benefit.** Employees shall have vacation hours added to their vacation bank on January 1st of each year, based on the number of full calendar years of service to the District as of that date and as outlined in the table below, with the understanding that vacation being added has been earned for time already served.

YEARS OF SERVICE	FIREFIGHTER YEARLY HOURS USEABLE	HOUSE MAINTAINER / DRIVER YEARLY HOURS USEABLE
0-1 [Probation]	Reference 18.2	
1 – 4	96	80
5 – 9	120	120
10 – 14	168	160
15 – 19	216	200
20+	264	240

- 18.4. **Using Vacation.** Vacation hours earned in the first full calendar year of employment shall be taken in the succeeding calendar year.
- 18.5. **Selection.** The following are guidelines to ensure fair treatment of all employees:
- 18.5.1. The cognizant Commissioner has the authority to specify minimum vacation time to be taken at one time if necessary.
- 18.5.2. Selection Period – A selection period of Oct 15 to Dec 15 will be used to schedule vacations for the following year. No employee shall be mandated to select their vacation within the selection period. Final selections will be approved and posted by Dec 31. Seniority list shall be used in giving preference to vacations.

- 18.5.3. Vacation shall be awarded on a first come - first served basis outside of the vacation selection period come. Written [email is acceptable] approval will be issued within 14 calendar days of receipt of written request.
- 18.6. **Approval.** The On Duty Officer in conjunction with the cognizant Commissioner shall approve vacation time requests. Vacations, when possible, should be scheduled in a manner that it will not affect the operating efficiency of the Fire Department.
- 18.7. **Roll-over.** Vacations may not be accumulated from year to year.
- 18.7.1. Unused vacation days may not be carried over from one calendar year to the next.
- 18.7.2. A discretionary exception can be made by the cognizant commissioner if that commissioner requires work attendance interrupting a scheduled vacation that interferes with completion of said vacation by end of year.
- 18.8. **Holiday.** For non-rotating employees, if a holiday falls during a scheduled vacation period, that day will not be considered a vacation day.

ARTICLE 19
HOLIDAYS

- 19.1. **Recognized Holidays.** The District recognizes the following 10 days as official holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day [USA], Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
- 19.2. **Eligibility.** All Career Employees are eligible for holiday pay.
- 19.3. **Amount of Benefit.** Holiday pay is based on a 12 hour day multiplied by their current hourly rate. Holiday pay is paid in addition to normal pay whether working the holiday shift or not, however, the additional holiday hours are not added to normal hours for the calculation of overtime compensation.
- 19.3.1. Staff Employees who receive the holiday as a paid day off, will receive off the equivalent number of hours as a normally scheduled shift, but be paid for the full 12 hour benefit.
- 19.3.2. Career Employees who actually work the holiday [nominally the 24 hour period starting at 0700 hours] shall be entitled to an additional 12 additional hours of holiday pay if the entire 24 hour period is worked.
- 19.3.3. Members who have been assigned to a non-rotating schedule [straight days] may elect to take the equivalent hours from Saturday or Sunday holidays during one of the corresponding weeks.
- 19.4. **Holiday Rotation.** Recognized holidays shall be evenly and equitably shared amongst all career employees on a rotating schedule so that no one group is working the same holiday multiple years in a row.
- 19.4.1. The holiday rotation shall follow the forecasted schedule for the length of this agreement. The forecasted schedule shall be posted at both stations and made available to all employees. The schedule can be found in **Appendix D**.
- 19.4.2. Full group swaps shall occur to properly follow the predetermined schedule. Swaps shall be forecasted in **Appendix D**.
- 19.4.3. Shifts swaps shall be in accordance with Article 15 of this agreement.
- 19.4.4. Group reassignments or restructuring may occur throughout the duration of this agreement. Employees are expected to work holidays with the group they are assigned with at the time of the holiday.

ARTICLE 20
SICK LEAVE & DISABILITY

- 20.1. **Service Related Injury/Illness.** Income protection and medical benefits for service related illness and injury shall be provided under the New York Consolidated Laws, General Municipal Law - GMU § 207-a. "Payment of salary, medical and hospital expenses of firemen with injuries or illness incurred in performance of duties" and Worker's Compensation Law, with all conditions, rights and remedies exclusively subject to the provisions of those laws.
- 20.2. **Non-Service Related Illness/Injury.**
- 20.2.1. **Sick Leave** may be used when an employee suffers a non-service related injury or illness which prevents the employee from working and the employee is not entitled to compensation under Section 20.1; or where otherwise designated in this agreement. Sick leave shall not be used in lieu of vacation.
- 20.2.2. **Sick Leave Eligibility.** Employees shall be eligible for sick leave without loss of benefits according to date of hire.
- 20.2.2.1. Employees shall receive two hundred and eighty eight [288] hours at the start of each calendar year.
- 20.2.2.2. **New employees** hired after January 1st, will receive 24 hours of sick leave for each full month of employment starting from the date of hire to the succeeding January 1st, at their date of hire.
- 20.2.3. **Sick Leave Use**
- 20.2.3.1. A physician's statement will be required if absence extends more than 48 hours of consecutive scheduled shift time for career employees working a rotating schedule and one week of consecutive scheduled shift time for straight day employees.
- 20.2.3.2. In case of prolonged illness during which the employee continues to receive his/her salary, a certificate from the attending physician must be filed with the Fire District every 30 days. The employee shall also be required to report to the District's physician for a return-to-duty examination.
- 20.2.3.3. **Cooperation with Referrals.** As a condition of receiving sick leave, an employee must cooperate with appropriate medical referrals and treatment.
- 20.2.4. **Abuse or Misuse** of sick leave benefits may result in discipline, up to and including termination of employment. If it is deemed necessary by the Chief or the cognizant Commissioner, an employee claiming to be sick may be required to be examined by the District physician. The costs of said examinations shall be paid by the District.

- 20.2.4.1. Disciplinary process shall be per the Collective Bargaining Agreement.
 - 20.2.4.2. Employees that attempt to use sick leave for conditions covered by this section and whose sick leave hours have been depleted, will have the appropriate number of hours deducted from another time bank. Notification will be made to the employee of the deduction of hours and the affected time bank.
- 20.3. **Extended Leave / Disability Benefit.** Career employees shall maintain a bank of unused annual sick leave hours to be used when an Employee suffers a non-service related injury or illness which prevents the employee from working and the employee is not entitled to compensation under Section 20.1; or where otherwise designated in this agreement that results in the employee missing 5 or more scheduled shifts.
- 20.3.1. At the end of each calendar year, unused sick leave shall be converted into Extended Leave / Disability Benefit.
 - 20.3.2. The hours will be kept in an Extended Leave / Disability Benefit Bank for each employee
 - 20.3.3. Career Employees may accumulate a maximum of one thousand nine hundred eighty [1,980] hours of Extended Leave / Disability Benefit in their individual bank
 - 20.3.4. Time from the bank is lost as it is used and may be re-accumulated in accordance with 20.3.1
 - 20.3.4.1. Time from the bank may start being used on the 5th consecutive missed shift and until the bank is depleted, unless where otherwise specified in this agreement.
 - 20.3.4.2. If an employee's bank is depleted, and the employee is in need of additional sick time hours, other employees may voluntarily donate hours from their accrued Extended Leave / Disability Benefit bank.
 - 20.3.4.2.1. Such transfers of hours will be submitted in writing to the district and used on an as needed basis.
 - 20.3.4.2.2. Unless otherwise specified, unused donated hours are returned to the donating employee's bank.
 - 20.3.5. Upon retirement, the district agrees to implement provisions 341j regarding the payout of unused sick time as service credit, as allowed by statute, for members of Police and Fire Retirement System [PFRS] and the provisions of 41[j] for those members of the Employee Retirement System [ERS]
 - 20.3.6. **Previously Accrued Sick Hours.** Any career employee who prior to this agreement has accrued sick hours shall have those hours transferred to their Extended Leave / Disability Bank upon the adoption of this agreement.

20.3.7. **Sick Leave Bank [SLB]** upon adoption of this agreement, the current Sick Leave Bank shall be redistributed to any contributing employees' Extended Leave / Disability Benefit Bank at a 1:1 ratio for hours contributed

20.3.7.1. The hours of the employees who no longer work for the Fishers Fire District shall be forfeited to the District.

20.4. **Disability.** The Board may discontinue service related illness / injury sick leave if the District medical provider determines there is no reasonable chance that the employee will return to full duty without limitations or with limitations acceptable to and approved by the Board. Non-service related disability issues will be addressed in accordance with Article 72 of Civil Service Law.

20.5. **Care for Family Members.** A full time employee may use Sick Leave to care for an immediate family member with an illness. Members of the immediate family include: spouse or domestic partner, parents, siblings, children, and any other dependents.

20.5.1. Sick Leave for extended family members may be granted, by the cognizant commissioner, upon request

ARTICLE 21
PREGNANCY

- 21.1. When a firefighter has medically verified that they are pregnant it is strongly advised that they report their condition to the District.
- 21.2. Upon receiving notification, the District will offer a consultation between the District's physician and the firefighter, at the District's expense. The District's physician will discuss with the firefighter the hazards and risks to the employee and their fetus associated with continued performance of active duty firefighting. The District's physician will also provide the firefighter with information for their obstetrician and, with the firefighter's written permission, will contact their obstetrician to provide the information directly.
- 21.3. During a pregnancy, a firefighter may be able to continue to perform in their usual, full range of assignments up to the time they and their obstetrician make a determination it is no longer an option. The pregnant firefighter should confer with their obstetrician and provide a job description that delineates the essential job functions of a firefighter. Both the firefighter and the obstetrician are expected to consider the risks and benefits of remaining in a full-duty status performing a wide range of assignments, especially duties concerning structural fires and exposure to hazardous materials. Proper fit of personal protective equipment [PPE] shall be a consideration of the firefighter and their obstetrician.
- 21.4. Based on the obstetrician's recommendations, the firefighter can request to be assigned to light duty assignment with a letter from their obstetrician.
- 21.5. The District shall attempt to assign the firefighter to a light duty assignment without a loss of salary or benefits. The District is not required to create a light duty position but shall strive to honor the request.
- 21.6. The District will not require a firefighter to accept a light duty assignment or take leave except upon the advice of their obstetrician or due to a compelling public safety reason.
- 21.7. At any point during the pregnancy the firefighter may choose to treat the pregnancy leave as any other non-service connected disability. The leave would be governed by Non Service Related Illness/Injury of this agreement. They shall also be allowed to use Extended Leave/Disability Bank time for any time off prior to the birth of the child, as deemed necessary by the employee's medical provider.
- 21.8. During the pregnancy, the ability to work at secondary employment would be at the discretion of the firefighter and their obstetrician. Secondary employment, if approved by the obstetrician, would be allowed on non-scheduled work days utilizing the schedule the firefighter was working when notice of pregnancy was provided.

- 21.9. The firefighter is expected to proactively communicate their use of leaves as well as their expected recovery with the District throughout the pregnancy and maternity leave.
- 21.10. Upon returning to work, the firefighter shall provide a written release from their obstetrician stating that they are able to return to work.
- 21.11. Upon returning to active duty positions, the department shall make accommodations for lactating mothers to pump or breast-feed.
- 21.12. District employees privy to the medical information related to the pregnant firefighter shall maintain that information as confidential, to the extent permitted and/or required by law, but may forward it through the chain of command as necessary for assignment or notification that the employee has been placed on leave for scheduling purposes.
- 21.13. The District assumes no special responsibility for any medical risks associated with the pregnancy, whether or not they relate to duty assignment.

ARTICLE 22
LIGHT DUTY

- 22.1. An employee who, as result of a work related illness/injury, is deemed unfit for normal active duty as determined by a District designated physician, and whose injury is classified under the Workers Compensation Law, may be assigned to light duty.
- 22.2. Employees on light duty shall report to work on days consistent with their normal work schedule. Employees assigned to a shift rotation shall work from the hours of 07:00 until 19:00 on the days of their normal rotation
- 22.3. The physician overseeing the employee's illness/injury may restrict the hours of light duty, whether by number of days per week or hours per day, as dictated by the need for proper recovery.
- 22.4. Employees on light duty may leave work as needed to attend an appointment, session, or similar that's purpose is directly related to the light duty illness/injury, without penalty or change to work schedule due to time lost while away.
- 22.5. Employees on light duty are prohibited from responding to calls, and shall function in a capacity that meets any restrictions placed by the District designated physician.
- 22.6. Employees on light duty may not be considered toward the number of available on-duty personnel. Vacancies as created by an employee on Workers Compensation or light duty status, shall be filled, regardless of any existing staffing level, by an employee of the same job classification.
- 22.7. Light duty personnel shall be assigned tasks by the District Chief or their designee, and shall be restricted to activities and duties that would be normal to expect of the employee based upon their job classification. Assignments must comply with the work limitations as established by the physician caring for the employee.
- 22.8. The District shall ensure reasonable accommodations are met so that while on light duty, an employee may care for and tend to the recovery process for the illness/injury causing light duty.

ARTICLE 23
LEAVES OF ABSENCE

- 23.1. **Emergency or Personal Leave** without loss of pay will be granted at the discretion of the Chief or cognizant Commissioner for no more than 24 hours in a 12 month period. Notice must be given at least 24 hours in advance except in extreme emergencies where the 24 hours of notice shall be waived.
- 23.1.1. Four hours shall be the minimum that an employee may take at any given instance.
 - 23.1.2. Personal leave may not be used in place of paid vacation.
 - 23.1.3. Unused personal leave time cannot be carried over into the next fiscal year.
 - 23.1.4. The cognizant Commissioner reserves the right to request additional information concerning the need for personal leave time if it is deemed necessary. In no case will personal leave time reasons be disclosed to other employees or the general public.
- 23.2. **Bereavement Leave.** A career employee shall be entitled to 2 shifts per occurrence [the equivalent of 48 hours] for employees working a rotating schedule and 1 week per occurrence [the equivalent of 42 hours] for employees working straight days off with regular pay for the death of a spouse, domestic partner, child, brother, sister, mother, father, mother-in-law, father-in-law, grandchild, step parent, step child, grandparent or any relative living in the employee's household. Members may use sick leave, vacation time, personal time off or unpaid leave days if additional time is needed for the death of one of the foregoing relatives, or to attend the funeral of a relative not listed above. The Fire District may require verification of the need to utilize bereavement leave time.
- 23.3. **Court Leave.** Whenever a career employee is required to appear in a legal proceeding on behalf of the District, or resulting from their participation in District activities, they shall be granted release time without loss of pay when such appearance is required during normally scheduled working hours, and for appearances outside of scheduled working time it shall be treated as a callback.
- 23.4. **Jury Duty Leave.** Career employees summoned for jury duty must notify the Chief and cognizant Commissioner immediately and provide a copy of the summons. Release time without loss of pay from regularly scheduled shifts shall be allowed for required jury duty. Career employees shall report to work for normal duties when their presence is no longer required by the court, except when the employee must report for jury duty the following day. The amount paid per day will equal the employee's normal pay minus the reimbursement for Jury Duty paid to the employee by the Court system.

- 23.5. **Election Leave.** If a local, state, or federal election occurs and the poll hours are solely during the regularly scheduled shift of a career employee, that employee will be granted release time without loss of pay to return to their local voting district to participate in voting. The employee will be released in a manner that does not reduce staffing below the minimum staffing level. If necessary, an employee shall be brought in to allow for scheduled employees to be granted election leave. The employee is required to return to work upon completion of voting. Management shall be notified two weeks in advance to allow for any scheduling issues.
- 23.6. **Pregnancy Leave.** Career employees who give birth to a child shall be entitled to 6 weeks of paid medical leave. Employees may then use Maternity/Paternity Leave.
- 23.7. **Maternity/Paternity Leave.** Upon the birth of a child, Career Employees shall be entitled to Maternity/Paternity bonding leave. Career employees who work a rotating schedule shall be entitled to 2 consecutive shifts [48 hours] of paid leave. Career employees working a straight days schedule shall be entitled to 1 consecutive week [42 hours] of paid leave.
- 23.7.1. Upon completion of Maternity/Paternity leave, career employees shall be allowed to use their Sick Leave or Extended Leave/Disability Bank for additional paid time off. Career employees who work a rotating schedule shall be allowed to use an additional 6 consecutive shifts [not to exceed 1 month] of paid leave from the employee's extended leave/disability bank. Career employees working a straight days schedule shall be allowed to use an additional 3 consecutive weeks [not to exceed 1 month] of paid leave from the employee's extended leave/disability bank.
- 23.8. **Adoption Leave.** Upon the adoption of a child, Career Employees shall be entitled to Adoption Leave. Career employees who work a rotating schedule shall be entitled to 2 consecutive shifts [48 hours] of paid leave. Career employees working a straight days schedule shall be entitled to 1 consecutive week [42 hours] of paid leave.
- 23.8.1. Upon completion of Adoption Leave, career employees shall be allowed to use their Sick Leave or Extended Leave/Disability Bank for additional paid time off. Career employees who work a rotating schedule shall be allowed to use an additional 6 consecutive shifts [not to exceed 1 month] of paid leave from the employee's extended leave/disability bank. Career employees working a straight days schedule shall be allowed to use an additional 3 consecutive weeks [not to exceed 1 month] of paid leave from the employee's extended leave/disability bank.
- 23.9. **Unpaid Leave** is an absence without pay ["AWP"] for any part of a work day which is approved in writing or in accordance with FMLA.
- 23.9.1. **Family Medical Leave Act [FMLA].** All employees shall be entitled to unpaid leave in accordance with FMLA. FMLA shall not run concurrent with any other granted paid leave as spelled out in this agreement.

- 23.9.2. An absence without pay is only to be administered on an emergency basis. It may not be used to cover repeated tardiness nor when an employee has accrued annual leave.
- 23.9.3. In the event that an employee has exhausted annual and/or sick leave balances, the District may authorize an absence without pay for legitimate purposes.
- 23.9.4. Absences without pay shall not be credited towards the accrual of sick or annual leave.

ARTICLE 24
UNIFORMS & EQUIPMENT

24.1. **Firefighting Gear**

24.1.1. **Lieutenant / Firefighter.** The District shall provide each Lieutenants / Firefighter with a complete set of structural firefighting gear. Such gear shall meet or exceed all OSHA and NFPA standards for structural firefighting protective clothing and safety equipment. A limited set of backup gear will be provided to accommodate multiple incidents without time for servicing of gear. Structural firefighting gear will be updated on a 4 year rotation. After 4 years a firefighter's primary set of structural firefighting gear will become their backup gear and a new set of gear will be issued to that firefighter. At this point that firefighter's backup set will then be placed in gear storage. A new set of gear will include Turnout Coat, Bunker Pants, Structural Boots, Structural Gloves, and Fire-resistant Hood.

24.1.2. **House Maintainer / Driver.** The District shall provide each House Maintainer / Driver with a complete set of structural firefighting gear. Such gear shall meet or exceed all OSHA and NFPA standards for structural firefighting protective clothing and safety equipment. Structural firefighting gear for House Maintainer / Drivers will be on an 8 year rotation. After 8 year each House Maintainer / Driver will be issued a new set of gear and their old set will be placed in gear storage. A new set of gear will include Turnout Coat, Bunker Pants, Structural Boots, Structural Gloves, and Fire-resistant Hood.

24.1.3. **Gear description.** The following shall be used for the purpose of outfitting a career employee

24.1.3.1. **Firefighting Gear** includes: Turnout Coat and Bunker Pants, Fire Helmet, Fire-resistant Hood, Fire Gloves, Extrication Gloves, SCBA Mask, Bunker Boots, Safety Vest, Safety Glasses, and Hearing Protection. A Fishers Fire Department gear bag will be included.

24.1.3.2. **Backup Gear** includes: Turnout Coat and Bunker Pants, Fire-resistant Hoods, and Fire Gloves.

24.2. **Duty Uniforms.** The District shall provide employees with work uniforms. So that all members of the Department present a singular appearance, uniform configurations shall be defined by **Appendix B** in accordance with District policies and rules & regulations / procedures.

- 24.2.1. **Replacement.** The quartermaster, in accordance with the District Treasurer, will establish a target replacement clothing budget based on historical data. Each employee will be allowed discretion to order through the District, at several approved vendors, such uniforms and quantities as they deem necessary to properly respond in designated uniforms to perform their duties. Given the unpredictability of the job, the clothing budget is not a “spend it or lose it” or a restriction if additional replacement uniforms are needed. However the cognizant Commissioner must approve exceeding an individual’s targeted clothing budget for the year.
- 24.2.2. **New Hire.** Each new employee will be issued appropriate uniforms to meet expected attire. Each employee will be allowed some discretion in choice of quantity of each uniform element as allowed in the Replacement section above. Guidance and approval will be provided by the cognizant Commissioner.
- 24.2.3. **Cleaning.** Career employees are responsible for neat and clean appearance while on duty. Employees are permitted to use District washing and drying facilities and supplies while on duty.
- 24.2.4. **Winter Coat.** The District will provide a winter coat appropriate for performing duties at the firehouse such as snow removal, maintenance, or such duties that do not need firefighting gear.
- 24.3. **Class A Uniforms.** The District will supply one Class A Dress Uniform. The configuration is defined in the District Policies and Rules & Regulations.
 - 24.3.1. **Retirement.** Upon retirement in good standing the retiree may retain his Class A Uniform.
- 24.4. **Return of Uniforms and Gear.** Upon leaving employment of the Fishers Fire District, the employee shall return all uniforms and gear issued to them. The cognizant Commissioner or his designee may waive return of some items if requested by the employee and it is determined that they have no value to the District. The waiver must be written and signed.
- 24.5. **Uniform of the Day.** The cognizant Commissioner or his designee, typically a Chief Officer, determines the uniform to be worn while at work. When the Department is on-duty such as Fire Call, Training, Funeral, or Parade, the Chief determines the appropriate uniform.
 - 24.5.1. All employees are required to have a clean Class B uniform shirt available to wear if the Chief or cognizant Commissioner so orders it.
 - 24.5.2. Unless the cognizant Commissioner or his designee directs otherwise, on duty employees shall be allowed to dress down during practical training, physical fitness training, responding to alarms, house duties, and between 21:30 and 07:00 hours.

24.6. **Uniform Exceptions.** Exceptions to the prescribed uniforms may be allowed by the cognizant Commissioner or his designee if the appearance is maintained. This may be pants or boots that are basically indistinguishable in color and style for instance.

24.6.1. Exceptions to uniforms are voluntary choices of the employee and are purchased by the employee.

24.7. **Safety Glasses.** The District shall provide safety glasses to each employee, plain or prescription. The lenses and frames for prescription glasses to be provided will be those on the approved list at the District's authorized supplier. If the employee wishes to upgrade from the approved list, they shall be required to pay any additional cost above \$100. Replacement of safety glasses shall be authorized if damage has occurred or with the submission of a written prescription change to the cognizant Commissioner or his designee.

ARTICLE 25
HEALTH, DENTAL & LIFE INSURANCE

- 25.1. **Health, Dental & Vision Programs.** Career employees shall be eligible to receive insurance benefits through a plan and provider that have been mutually agreed to by both the District and the Union. Career employees may elect to participate in any plan offered by the District. This will include single, two-person, parent/children and family plans as available from the insurance provider and as the employee qualifies for such plans. In the event that an agreed upon plan is no longer available, the District shall make a good faith effort to select an alternative plan with comparable coverage and present it to the Union for negotiation.
- 25.1.1. **Health Insurance Premium Contribution.** The District will make available and continue to contribute eighty percent [80%] of the cost of a Health Insurance plan [such as Simply Blue Plus Platinum 2] at the applicable level [single, two-person, parent/children, or family], with the employee paying the remaining twenty percent [20%].
- 25.1.2. **Dental Insurance Premium Contribution.** The District will make available and contribute fifty percent [50%] of the cost of a Dental Insurance plan [such as BC/BS Dental] for a single or family plan with the employee paying the remaining fifty percent [50%]. The dental insurance program will include an orthodontic option, mutually agreed to by both parties.
- 25.1.3. **Vision Insurance Premium Contribution.** The District will make available and contribute fifty percent [50%] of the cost of a mutually agreeable, standalone, Vision Insurance plan for a single or family plan with the employee paying the remaining fifty percent [50%].
- 25.2. **Health Care Buyout.** A career employee who is eligible for health insurance coverage can opt to decline coverage [such as covered under another's plan] with the District paying the employee \$2500 at end of the year of declined coverage. This does not preclude the employee choosing a District Plan if the Plan so allows the change outside of normal coverage selection time frame at which time the buyout will be prorated for the number of full months of declined coverage.
- 25.3. **Retiree Health Insurance.** Eligible retirees may elect a single, two-person, or family plan as provided by the carrier, to current employees.
- 25.3.1. **Cost of Retiree Health Insurance Premium.** For employees that elect to retire from service with the Fishers Fire District, the District will pay the health insurance premiums for an eligible Retiree until the Retiree is Medicare eligible, at which time they will provide the same premium percentage towards a Medicare supplemental plan. Coverage for Retiree health care premiums shall meet the following conditions:
- 25.3.1.1. For employees that elect to retire and have gained 20-24 years of service with the Fishers Fire District, the District will pay 80% of the health care premium for which the retiree is enrolled.

- 25.3.1.2. For employees that elect to retire and have gained 25-29 years of service with the Fishers Fire District, the District will pay 90% of the health care premium for which the retiree is enrolled.
- 25.3.1.3. For employees that elect to retire and have gained 30 or more years of service with the Fishers Fire District, the District will pay 100% of the health care premium for which the retiree is enrolled.
- 25.3.2. **Age Mandated Retirement.** If an employee is forced to retire due to reaching the age of mandatory retirement prior to completing 20 years of service to the Fishers Fire District, the employee shall be entitled to the same benefit that an employee with 20 years of service would receive.
- 25.3.3. **Service Related Injury Retirement.** An employee who is injured in the line of duty and can no longer perform the functions of their job classification shall be entitled to the District paying 80% of the health care premium for which the retiree is enrolled.
- 25.3.4. **Medicare Eligibility.** When the retiree reaches the age where he/she is eligible for Medicare, the District will pay the equivalent percentage, as based on years of service, of the premium for Supplemental Medicare Insurance [Medi-Gap] coverage. This benefit applies to the single or two person plans only.
 - 25.3.4.1. In the event one or more covered persons on the retired member's plan become eligible for Medicare, those persons will be switched to the Medicare and/or Medicare Supplemental insurance plan. The remaining covered persons shall continue to receive medical insurance benefits, at the same rate and contributory percentage as defined above, as long as they remain eligible for such coverage.
- 25.3.5. **Death of the Retiree.** Upon the death of a retiree, the surviving spouse will be eligible to continue coverage for up to six [6] months. Employee/employer contributions will remain the same. After six [6] months, the surviving spouse can elect to continue coverage with no financial contribution from the Fire District.
- 25.3.6. **Payment.** Retirees will be billed quarterly for their portion of the health care premiums. Failure to pay will result in cancellation of health care policy. Retiree must be given proper, advance notice of pending cancellation in an effort to make payment arrangements or provide adequate documentation as to why a premium payment may be delayed.

- 25.3.7. **Out of Area Coverage.** For retirees that elect to move to areas that are considered “out of area” and elect to obtain insurance from a source other than that provided by the District, the District shall reimburse the retiree for health care costs, up to the dollar amount of their applicable percentage, of the current premium as offered to current employees. In such instances, the retiree is responsible to obtain their own health care coverage and pay the necessary premium to the carrier. The retiree must then submit a voucher and a copy of the carrier invoice showing the health insurance premium paid. The District will then process the reimbursement to be paid in no more than 15 days.
- 25.4. **Employee Assistance Program.** The District will continue to make available an Employee Assistance Program for all employees.
- 25.5. **Change of Provider.** The District reserves the right to change the provider of Health Care, Dental, and Vision Insurance to employees, provided that such a change shall be mutually agreeable and substantially equivalent to the plan as outlined above.

ARTICLE 26
UNION REPRESENTATION ON DISTRICT COMMITTEES

- 26.1. **Committee Representation.** Any time that the Board of Fire Commissioners, forms a committee that has the potential to impact the operations of the fire department, or has a direct impact on the working conditions of the career employees, the union shall be offered an opportunity to have a member sit on the committee.
- 26.1.1. **Scheduling.** Every effort should be made to schedule committee work during a regularly scheduled shift.
- 26.1.2. **Compensation.** Any time that committee work, requires an employee to attend an event outside of their regularly scheduled shift, they will be compensated with overtime at straight rate. Employees will only be compensated for meetings, conferences or other events that they are required to attend as part of the committee and not for work assigned to the individual privately that may be completed outside of work.
- 26.1.3. **Travel.** In the event that an employee is required to attend an out of town function, [such as apparatus construction] the employee will be compensated overtime at their straight rate for their time spent in meetings and the hours spent traveling on behalf of the district. The employee will also be compensated for the duration of any regular shifts that are missed while they are out of town on district business. Meals and lodging for an employee on district travel will be reimbursed based on the present Board resolution for Meal Reimbursement.

ARTICLE 27
Employment Commitment

- 27.1. **Employment Commitment.** The District incurs a substantial cost to ensure that career personnel receive training and certification at or above State and National training standard minimums for firefighters, for Firematic and EMS training. The Union, as an effort of good faith, supports an employment commitment to the District. This article shall specify the obligations and criteria required for career employees.
- 27.1.1. **Eligibility.** This article shall only be applicable to career employees who resign employment with the District as result of accepting full time civil service employment as a firefighter with an agency located within the five-county area of Monroe, Wayne, Ontario, Livingston, and Yates.
- 27.1.2. This article shall not apply, and therefore require no repayment, for any employee who resigns employment with the District, regardless whether for personal or professional reason, that does not apply to section 27.1.1. of this article.
- 27.1.3. Repayment to the District, as outlined herein, shall only apply to the courses stated in section 27.1.6.1. and 27.1.6.2. of this article, and regardless of expense or date[s] completed, shall not apply to any other training class, program, or course that was provided or sponsored by the District to an employee.
- 27.1.4. While an employee, applicable to section 27.1.1. of this article, may incur a repayment expense, they shall remain unrestricted from resigning or transferring employment. Equally, the District shall not use any part of this article in attempt to reduce the opportunity for an employee to seek employment elsewhere, or, for whatever reason, consider such action a breach of contract.
- 27.1.5. **Resignation or Transfer.** Upon an employee submitting notice of resignation or acceptance of transfer, the District shall issue a written request, including invoice, and provide it to the employee within 10 days. The employee shall be required to submit repayment to the District within 30 days of receipt of invoice.
- 27.2. **Affected Courses.** As delineated, the following training courses apply to this agreement.
- 27.2.1. **Fire Academy Training / First Line Supervisors Training Program [FLSTP].** Employees who attend, at the cost and/or sponsorship of the District, the Recruit Firefighter Training at the New York State Academy of Fire Science or an equivalent career fire academy that complies with NYCRR 426.6, or the First Line Supervisors Training Program, shall commit to a term of employment, at minimum, of 24 full months, which shall commence upon successful completion and graduation from the respective program.

- 27.2.1.1. For the term of this agreement, regardless of actual fee schedules or District expense, the per employee repayment amount shall be defined as \$3,000, and assessed as a prorated amount.
- 27.2.1.2. The prorated repayment, defined as \$125 per month, shall be determined by full months of service completed between graduation and date of resignation or transfer. For example, an employee who resigns upon 18 full months of applicable service, shall repay the District for 6 months of undelivered service, or a total of \$750.
- 27.2.2. **Advanced EMT [AEMT].** Employees who are sponsored by the District to attend the NYS AEMT training program, shall commit to a minimum term of employment of 24 full months. The 24-month period shall commence from the date of certification by the NYS Department of Health, Bureau of EMS.
 - 27.2.2.1. For the term of this agreement, regardless of actual fee schedules or District expense, the per employee repayment amount shall be defined as \$1,500, and assessed as a prorated amount.
 - 27.2.2.2. The prorated repayment, defined as \$62.50 per month, shall be determined by full months of service completed between date of certification and date of resignation or transfer. For example, an employee who resigns upon 18 full months of applicable service, shall repay the District for 6 months of undelivered service, or a total cost of \$375.
 - 27.2.2.3. If an employee certified at the AEMT level or higher, elects to function only at the EMT-B level, or because of disciplinary or legal requirements, is restricted to the level of EMT-B only, they shall not be required to repay the District, so long as they continue employment for the 24-month period following certification from an AEMT training program.

ARTICLE 28
MAINTENANCE OF ACCOMMODATION BENEFITS

- 28.1. **Accommodation Benefits.** Various staffing assignments can entail a level of “living in the fire house” to enhance response times. A variety of amenities are provided to facilitate alertness and ability of members to respond as expected. Inherent in “living in the fire house” are many unspecified practices arising from this residency condition. Within norms / usual standards of occupancy that do not cost the District, the District will not arbitrarily impose changes without discussion with the bargaining unit and ultimately a majority vote of the Board of Fire Commissioners responsible for District property.
- 28.2. **Unspecified privileges or practices** become specified when either the bargaining unit or management decides a change is needed and approaches the other to initiate a discussion.
- 28.2.1. Employees will maintain living spaces in a clean and neat fashion.
- 28.2.2. Employees will make no changes to facility appearance without written approval of Board of Fire Commissioners. This would nominally include painting, pictures, posters, shelving, etc.
- 28.2.3. Employees are permitted to supply and use personal appliances, linens, tableware, etc. that do not endanger the property. Employees who do provide personal items acknowledge limited security and the possibility of other members of the Fire Department using same. The District assumes no responsibility for said items.
- 28.2.4. Employees are not the sole users of the space as other members of the Fire Department may utilize District property as approved by the District. The District will encourage all users of District property to respect the privacy of the bunk rooms.

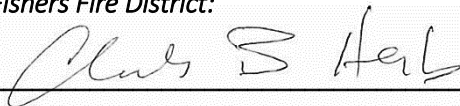
ARTICLE 29
MISCELLANEOUS

- 29.1. **Personnel Files.** Personnel and medical files for all employees shall be maintained and secured by the District, such that only the Board or designated authority shall be allowed access to said files.
- 29.1.1. **Employee Access.** Within fifteen [15] calendar days of a written request by an employee, the District shall allow an employee to review his personnel and/or medical files. The employee may submit a written response to any material contained in his file, and they shall be entitled to a copy of any documents relating to their conduct or performance.
- 29.1.2. **File Content** is determined by the District and may be unique to a Department Member. Typically it may be a combination of administrative documents detailing status changes and performance information.
- 29.1.3. **Performance information** must be signed or initialed by an employee acknowledging review of document in order to be valid and retained in file. This acknowledgement does not mean agreement to the performance information. Refusal to acknowledge review of a document is grounds for disciplinary action by the Board.
- 29.1.4. **Employee Response** – The employee is permitted to provide alternative information [affidavits, photos, records, etc.] to the performance information they acknowledged and amend their acknowledgement with “see attached”. This information will be permanently attached to the specific document
- 29.2. **Accidents and Vehicle Safety Regulation.** An employee who is involved in a motor vehicle accident or who receives a ticket for a violation of New York State Vehicle and Traffic Law will be entitled to Union representation during any investigation conducted by the District with regard to said accident or infraction.
- 29.3. **Residency Requirement.** All Firefighters shall be required to maintain a residence within the five-county area of Monroe, Wayne, Ontario, Livingston, and Yates in the State of New York. The employment of any permanent career employee shall terminate upon his/her ceasing to reside within the five-county area mentioned in the preceding sentence.
- 29.3.1. Any employee who changes his/her place of residence must give written notice to the Fire District of his/her new addresses and telephone number
- 29.4. The district agrees to communicate with the Civil Service Commission throughout the period of this Agreement to schedule examinations for the ranks of Firefighter and Fire Lieutenants so that a list will be available throughout the period of this agreement.
- 29.4.1. The District will make reasonable efforts to accommodate time off requests for employees taking promotional examinations.

ARTICLE 30
GENERAL PROVISIONS

- 30.1. **Public Employee's Fair Employment Law, Section 204-A.** It is agreed by and between both 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.
- 30.2. **Savings Clause.** This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of the Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of this agreement.
- 30.3. **Completeness.** The parties agree that all matters and proposals raised in collective bargaining have been disposed of and no issues remain unsettled.
- 30.4. **Amendments & Alterations.** No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by the Chairman of the Board, or his duly authorized representative, and by the President of the Union, or his duly authorized representative, after ratification by the membership.
- 30.5. **Copies.** The District will provide copies of this Agreement to the Bargaining Unit for distribution to Lieutenants / Firefighters and House Maintainer / Driver.
- 30.6. **Term of the Agreement.** This agreement shall become effective January 1, 2019, and shall continue in full force and effect until December 31, 2023. If either party wishes to renegotiate the agreement, written notice shall be given after January 1st of the year in which the contract is due to expire, and if such notice is not given, this agreement shall continue in full force and effect from year to year until said written notice is given prior to any subsequent expiration date.

Fishers Fire District:

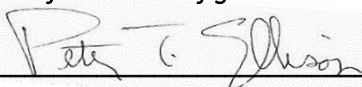


Date: October 16, 2018

Chuck Herb

Chairman of the Board of Fire Commissioners

Fishers Professional Firefighters and Drivers IAFF Local 4907:



Date: October 16, 2018

Peter Ellison

President of the Union

APPENDIX A
TITLE SPECIFIC STANDARDS

Fire Service Instructor [MFI]:

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

- Successfully complete NYS or National certification for Fire Service Instructor 1.
- Receive appointment to MFI by the MTO in conjunction with the District Chief.
- Attain 25 hours of required FSI 1 level participation annually by:
 - Teaching Monthly Drills
 - Teaching EMS CME and Core Content classes
 - Teaching or assisting with daily skill sessions
 - Teaching TNG drills
 - Conducting or assisting with Town Training sessions
 - Other teaching as directed or approved by the MTO
 - Participating in modification or development of lesson plans as directed by the MTO. [The hours to be awarded for this shall be approved in advanced and based upon the discretion of the MTO].

***** NOTE:** Employees will not be compensated for time spent outside of normal working hours on modification or development of lesson plans to meet the requirements of this section.

Municipal Training Officer [MTO]:

These standards identify the level of competence and job performance required by the employee for Municipal Training Officer. An employee must meet all the required objectives specified in order to receive the associated incentive pay.

- Successfully complete NYS or National Certification for Fire Service Instructor 2 in compliance with Section 426.4 of the “Minimum Standards for Firefighting Personnel in the State of New York”
- The individual shall be designated by the Board of Fire Commissioners
- The individual shall be of equal or higher rank than the company Officers in which they are responsible for.
- The MTO shall manage the training program under the direction of the District Chief

The MTO will perform training, reporting, and other such duties to ensure the District’s compliance with applicable NYS training laws.

The MTO shall be assigned to a non-rotating day shift. This individual shall be expected to work a minimum of 84 hours in a given pay period and shall have the ability to flex their schedule to meet the demands of the position in an attempt to keep their required overtime costs to a minimum.

The MTO shall not be assigned to a company Officer position while on-duty as the MTO. The MTO can be used to fill company Officer positions when the filling of such position falls outside of their pre-scheduled hours.

The MTO shall not adjust their schedule in order to acquire additional overtime opportunities. In the event that no other qualified employee is able to cover an open shift, the MTO shall be given the option to adjust their schedule to cover the shift while still fulfilling the required hours of the MTO position.

The MTO shall be provided a district SUV to allow for the performance of their duties. They shall have the ability to respond to all fire alarms and EMS alarms as deemed necessary.

Acting Lieutenants:

These standards identify the level of competence and job performance required by the employee for “acting” lieutenant.

An acting Lieutenant shall meet the qualifications for Lieutenant with the Fishers Fire District.

An acting Lieutenant shall be on an active promotional list.

Two [2] acting lieutenants will be appointed by the Chief, in conjunction with the Board of Fire Commissioners, in January of each year.

Acting Lieutenants will serve a term of one calendar year and will be eligible for reappointment in January of the following year, following the above process.

Acting Lieutenants who are performing in the Lieutenants role shall be paid at the Lieutenant’s Year 1 Salary rate for the hours worked.

APPENDIX B
UNIFORM CONFIGURATIONS

Class A Uniform- Formal Dress Uniform

- District provided dress pants
- White dress shirt with Fishers Fire Department patch
- District provided dress coat
- District provided bell cap
- High-gloss black dress shoes
- Black socks
- Black leather belt
- The above stated shall be configured as described in the Department Uniform Policy

Class B Uniform- Formal Station Activities

- Navy blue EMS or work pants
- Uniform Blue button-up shirt with Fishers Fire Department Patch, EMT Patch, and Nameplate Patch
- Job Shirt with Fishers Fire Department logo [optional]
- Fishers Fire Department Ball Cap or Winter Hat [optional]
- Boots
- Belt
- The above stated shall be configured as described in the Department Uniform Policy

Class C Uniform- Casual Station Activities

- Navy Blue EMS or Work Pants or Navy blue EMS or work shorts
- Uniform Polo with Fishers Fire Department Patch and Nameplate patch
- Job Shirt with Fishers Fire Department logo [optional]
- Fishers Fire Department Ball Cap or Winter Hat [optional]
- Boots
- Belt
- Navy blue EMS or work shorts may be worn when the forecasted temperature is over 75 degrees
- The above stated shall be configured as described in the Department Uniform Policy

Class D Uniform - Dress Down

- Shorts or work-out pants
- Fishers Fire Department T-shirt
- Fishers Fire Department Ball Cap or Winter Hat [optional]
- Boots or optional personal Athletic shoes
- Bunker pants must be worn on all calls while wearing Class D uniform

**APPENDIX C
SALARY SCHEDULES**

FIREFIGHTERS

Year	2019	2020	2021	2022	2023
% Change		2.0%	2.0%	2.0%	2.0%
0 - 1 Year [Probationary]					
Base Hour Rate	\$21.06	\$21.48	\$21.91	\$22.35	\$22.80
Base Yearly Rate	\$46,000	\$46,920	\$47,858	\$48,816	\$49,792
1 - 2 Years					
Base Hour Rate	\$24.73	\$25.22	\$25.72	\$26.24	\$26.76
Base Yearly Rate	\$54,000	\$55,080	\$56,182	\$57,305	\$58,451
2 - 3 Years					
Base Hour Rate	\$28.39	\$28.96	\$29.54	\$30.13	\$30.73
Base Yearly Rate	\$62,000	\$63,240	\$64,505	\$65,795	\$67,111
3 - 4 Years					
Base Hour Rate	\$32.05	\$32.69	\$33.35	\$34.01	\$34.69
Base Yearly Rate	\$70,000	\$71,400	\$72,828	\$74,285	\$75,770
4+ Years [Peak Rate]					
Base Hour Rate	\$36.17	\$36.90	\$37.63	\$38.39	\$39.15
Base Yearly Rate	\$79,000	\$80,580	\$82,192	\$83,835	\$85,512

LIEUTENANTS

Year	2019	2020	2021	2022	2023
% Change		2.0%	2.0%	2.0%	2.0%
Year 1 [4% over Top FF]					
Base Hour Rate	\$37.62	\$38.37	\$39.14	\$39.92	\$40.72
Base Yearly Rate	\$82,160	\$83,803	\$85,479	\$87,189	\$88,933
Year 2 [8% over Top FF]					
Base Hour Rate	\$39.07	\$39.85	\$40.64	\$41.46	\$42.29
Base Yearly Rate	\$85,320	\$87,026	\$88,767	\$90,542	\$92,353
Year 3 [12% over Top FF]					
Base Hour Rate	\$40.51	\$41.32	\$42.15	\$42.99	\$43.85
Base Yearly Rate	\$88,480	\$90,250	\$92,055	\$93,896	\$95,774

HOUSE MAINTAINERS / DRIVERS

Year	2019	2020	2021	2022	2023
% Change		2.0%	2.0%	2.0%	2.0%
4+ Years [Peak Rate]					
Base Hour Rate	\$24.73	\$25.22	\$25.72	\$26.24	\$26.76
Base Yearly Rate	\$51,429	\$52,457	\$53,506	\$54,576	\$55,668

**APPENDIX D
HOLIDAY ROTATION**

Recognized Holidays	On-Duty Group				
	2019	2020	2021	2022	2023
New Year's Day	2	1	4	3	2
MLK	3	2	1	4	3
President's Day	4	3	2	1	4
Memorial Day	1	4	3	2	1
Independence Day [USA]	2	1	4	3	2
Labor Day	3	2	1	4	3
Veterans Day	4	3	2	1	4
Thanksgiving	1	4	3	2	1
Christmas Eve	2	1	4	3	2
Christmas Day	3	2	1	4	3

2019

Recognized Holidays	Rotational Group	Holiday Group	Tentative Date Swapped
New Year's Day	4	2	January 3, 2019
MLK	4	3	January 20, 2019
President's Day	4	4	N/A
Memorial Day	2	1	May 26, 2019
Independence Day	4	2	July 2, 2019
Labor Day	4	3	September 1, 2019
Veterans Day	2	4	November 13, 2019
Thanksgiving	3	1	November 30, 2019
Christmas Eve	1	2	December 26, 2019
Christmas Day	2	3	December 26, 2019

2020

Recognized Holidays	Rotational Group	Holiday Group	Tentative Date Swapped
New Year's Day	1	1	N/A
MLK	4	2	January 22, 2020
President's Day	4	3	February 16, 2020
Memorial Day	2	4	May 23, 2020
Independence Day	2	1	January 3, 2020
Labor Day	3	2	May 6, 2020
Veterans Day	4	3	November 10, 2020
Thanksgiving	3	4	November 27, 2020
Christmas Eve	3	1	December 22, 2020
Christmas Day	4	2	December 23, 2020

2021

Recognized Holidays	Rotational Group	Holiday Group	Tentative Date Swapped
New Year's Day	3	4	January 2, 2021
MLK	4	1	January 19, 2021
President's Day	4	2	February 17, 2021
Memorial Day	1	3	June 2, 2021
Independence Day	3	4	July 5, 2021
Labor Day	3	1	September 8, 2021
Veterans Day	1	2	November 12, 2021
Thanksgiving	3	3	N/A
Christmas Eve	4	4	N/A
Christmas Day	1	1	N/A

2022

Recognized Holidays	Rotational Group	Holiday Group	Tentative Date Swapped
New Year's Day	4	3	December 31, 2021
MLK	4	4	N/A
President's Day	3	1	February 23, 2022
Memorial Day	1	2	May 31, 2022
Independence Day	4	3	July 3, 2022
Labor Day	3	4	September 4, 2022
Veterans Day	2	1	November 10, 2022
Thanksgiving	3	2	November 23, 2022
Christmas Eve	1	3	December 22, 2022
Christmas Day	2	4	December 23, 2022

2023

Recognized Holidays	Rotational Group	Holiday Group	Tentative Date Swapped
New Year's Day	1	2	January 2, 2023
MLK	4	3	1/15/2023
President's Day	3	4	February 21, 2023
Memorial Day	1	1	N/A
Independence Day	1	2	July 5, 2023
Labor Day	3	3	N/A
Veterans Day	3	4	November 12, 2023
Thanksgiving	3	1	November 25, 2023
Christmas Eve	2	2	N/A
Christmas Day	3	3	N/A