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Contract Database Metadata Elements

Title: LaGrange Fire District Board of Fire Commissioners and LaGrange Professional Firefighters, International Association of Fire Fighters (IAFF), AFL-CIO, Local 3813 (2009) (MOA)

Employer Name: LaGrange Fire District Board of Fire Commissioners

Union: LaGrange Professional Firefighters, International Association of Fire Fighters (IAFF), AFL-CIO

Local: 3813

Effective Date: 01/01/09

Expiration Date: 12/31/14

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2009 - 2014

AGREEMENT BETWEEN THE LAGRANGE FIRE DISTRICT AND THE LAGRANGE PROFESSIONAL FIREFIGHTERS IAFF LOCAL 3813

Ratification Date: August 25, 2009
1. GENERAL

1.0 PURPOSE

In order to maintain, encourage and increase effective working relationship between the LaGrange Fire District Board of Fire Commissioners (hereinafter referred to as the "District") and the members of the LaGrange Professional Firefighters IAFF Local 3813 (hereinafter referred to as the "Local"), to increase the efficiency of the LaGrange Fire District in promoting the welfare of the citizens of the LaGrange Fire District, this Agreement is made and entered into on August 25, 2009 by and between the District and the Local.

1.1 DURATION OF AGREEMENT

This Agreement is effective beginning retroactively on January 1, 2009 and ends at the end of the day on December 31, 2014.

This Agreement will be binding and may only be re-opened for change and modifications by written agreement of both the District and the Local.

The District and the Local agree to exchange proposals for a new Agreement no later than thirty (30) days after the receipt of a notice from the other which notice shall not be given earlier than January 1, 2014.

1.2 SOLE PROVIDER

The District and the Local agree, that in addition to the volunteer fire companies of the LaGrange Fire Department, it is the intent of the District that the Local shall be the sole provider of fire, rescue and emergency medical services to the LaGrange Fire District in perpetuity. The District and the Local agree that there shall be no contracting out or subcontracting of the services or functions performed by the Local except upon written, mutual agreement between the District and the Local.
1.3 RECOGNITION AND COLLECTIONS

The District recognizes the Local as the exclusive negotiating representative for all career firefighters, fire lieutenants, firefighter/paramedics and firefighter/mechanics of the LaGrange Fire District (referred to hereinafter individually as Employees).

The District upon receipt of an Employee’s signed authorization shall collect all Local dues and other assessments levied by the Local on its members. Such collections shall be remitted to the Local on a weekly basis.

All Employees of LaGrange Fire District working as firefighters, firefighter/paramedics, firefighter/mechanics, and firefighter/lieutenants choosing not to join IAFF Local 3813 shall be assessed an administrative fee by the Local equal to the current dues which fees be collected by the District and remitted to the Local in the same manner as Local dues.

1.4 RIGHTS OF IAFF LOCAL 3813 MEMBERS

The District will not interfere with, restrain, or coerce any District Employee because of membership or lawful activity in the Local, so long as said activity does not interfere with the Employee’s duties or with the carrying-out of Employee’s responsibilities as an employee of the District, nor will the District attempt to dominate or interfere with the Local.

The Local may conduct meetings in and on District property as long as such meetings or activities do not interfere with normal, daily operations of the District.
1.5 WORK SCHEDULE

I. Beginning on January 1, 2010, the Local shall provide coverage for the District as follows:

A. Rotating Groups:

Four (4) groups shall work a rotating schedule covering twenty-four (24) hours a day, seven (7) days a week. The rotation shall consist of a twenty-four (24) hour shift followed by seventy-two (72) hours off. Shifts shall begin and end at 0700 hours.

Each Employee in each group shall be paid two (2) hours overtime a week, fifty (50) weeks per year.

Each group shall consist of four (4) Employees of which at least one (1) shall be a Lieutenant and at least two (2) firefighter/paramedics.

B. Day Staff:

In addition to the Rotating Groups, the Local shall provide Employees to work a day shift from 0700 to 1700 hours. Day shift Employees shall be scheduled to work forty (40) hours per week in ten (10) hour shifts.

C. Minimum Staffing Levels:

The Local shall combine Day Staff and Rotating Groups staffing to provide the following minimum staffing:

a. 0700-1700 hours (Monday - Friday):
   - 1 Lieutenant
   - 2 firefighter/paramedics
   - 3 additional firefighters.

b. 1700-0700 hours and weekends:
   - 1 Lieutenant
   - 2 firefighter/paramedics
II. Beginning on January 1, 2011, the Local shall provide coverage for the District as follows:

A. Rotating Groups:

Four (4) groups shall work a rotating schedule covering twenty-four (24) hours a day, seven (7) days a week. The rotation shall consist of a twenty-four (24) hour shift followed by seventy-two (72) hours off. Shifts shall begin and end at 0700 hours.

Each Employee in each group shall be paid two (2) hours overtime a week, fifty (50) weeks per year.

Each group shall consist of five (5) Employees of which at least one (1) shall be a Lieutenant and at least two (2) firefighter/paramedics.

B. Day Staff:

In addition to the Rotating Groups, the Local shall provide Employees to work a day shift from 0700 to 1700 hours. Day shift Employees shall be scheduled to work forty (40) hours per week in ten (10) hour shifts.

C. Minimum Staffing Levels:

The Local shall combine Day Staff and Rotating Groups staffing to provide the following minimum staffing:

a. 0700-1700 hours (Monday – Friday):
   - 1 Lieutenant
   - 2 firefighter/paramedics
   - 3 additional firefighters.

b. 1700-0700 hours and weekends:
   - 1 Lieutenant
   - 2 firefighter/paramedics
   - 2 additional firefighters.
III. Beginning on January 1, 2011, the Local agrees that LaGrange Fire District Station No. 1 shall be manned twenty four (24) hours per day, seven (7) days per week and that at least two (2) Employees will be on duty at Station No. 1, one (1) of whom must be a paramedic.

IV. Beginning on January 1, 2010, the Employee on duty as the District Firefighter/Mechanic shall not be included in the manning requirements as set forth above in I.C. and II.C. Notwithstanding the foregoing, the Employee on duty as the District Firefighter/Mechanic shall be available for calls when needed and as determined by the Deputy Chief or Incident Commander.

V. The District and the Local agree that the Local shall provide two (2) Employees to perform snow removal duties at the District Fire Stations upon the request of the Deputy Chief or his designee. Notwithstanding the foregoing, the Employees performing snow removal duties shall be available for calls when needed and as determined by the Deputy Chief or Incident Commander.

1.6 TARDINESS

All Employees shall be ready to begin their shift at the prescribed start time. Employees of the District who are not ready to begin their shift within ten (10) minutes of their shift start time for four (4) consecutive shifts will be docked twelve (12) hours from their personal leave time.

If an Employee is chronically late to begin their shift, the Employee may be required to attend a review with the Board of Fire Commissioners and Deputy Chief and may be subject to disciplinary action.

1.7 PHYSICAL EXAMINATIONS

All Employees must pass a complete physical exam annually, including a mutually agreed upon drug and alcohol screening, that will be administered by the District. The District shall pay all costs of such exam. Overtime wages will be paid to an Employee when
the required physical is scheduled outside the Employee's scheduled shift.

If the District's examining physician declares an Employee unfit to perform assigned duties, the physician shall explain the Employee's deficiencies in writing, their likely duration, and also specify whether or how these deficiencies may be corrected. Until an Employee has passed the annual physical, the Employee may use any or all of their accumulated sick, personal or vacation time.

An Employee who has not passed an annual physical has the option to seek a second opinion from another physician at the Employee's own cost and expense and on the Employee's own time. In the event that the second opinion concludes that the Employee is fit to perform assigned duties, the District may accept that opinion and the Employee shall return to work; or, the District may refer the Employee to a third physician consistent with the procedures set out below in this section. If the second opinion determines that the Employee is unfit to perform assigned duties, or if it determines that the Employee is fit to return but the opinion is rejected by the District, the Employee will continue to use their accumulated sick, personal, or vacation time.

If the Employee is not permitted to return to work following submission of the second opinion to the District, the Employee's situation will be immediately referred by either party to a joint committee of three (3) local union officers and three (3) District Fire Commissioners. This committee will then jointly, by a four person majority vote, determine a proper course of action with regard to this Employee's situation. If a four person majority cannot be reached, the parties jointly agree to hire and share equally the expenses of a physician who shall examine the Employee and advise the parties of the nature of the Employee's continuing disability and the likelihood of the Employee's ability to return to active duty and when.

Both parties agree that the above described procedures shall be commenced by union notice to the District or its legal counsel and that the discussion and possible resolutions of an Employee's situation shall be concluded within 30 days of that notice. Failure to conclude resolution of the Employee's situation within this time
period shall result in immediate referral by the parties to a
physician to evaluate the Employee consistent with this paragraph.

Upon written recommendation of the Chief or Deputy Chief, that
specifically identifies an incident or other issue that reasonably
causes the Chief or Deputy Chief to reasonably believe that an on
duty Employee may be suffering from an illness that may cause
liability to the District, the District, after notifying the Local, has the
right to request a physical for that Employee and the District shall
bear the expenses, including but not limited to, on duty pay, and/or
overtime, mileage, and physician expense, if any.
2. LEAVE

2.1 USE OF LEAVE TIME

Leave shall be taken in blocks of not less than five (5) hours. The Local shall provide coverage for all vacancies as a result of leave time and shall maintain records consistent with the “Union Overtime Guidelines”. The Local shall resolve all scheduling conflicts and these resolutions will not be subject to District involvement.

Employees shall be compensated for all leave time described in this Section unless otherwise stated.

2.2 SICK LEAVE

Employees shall accrue 144 hours of sick leave per year. 12 hours of sick leave shall be credited to the Employee on the first day of each month.

New Employees shall be loaned 144 hours of sick leave at the time of their appointment. On the first day of each month to follow, 12 hours shall be deducted from the loaned time until 144 hours have been deducted.

Unused sick leave shall be accumulated up to a maximum of 2880 hours. After 2880 hours have been accumulated, the Employee shall no longer earn additional sick leave until the balance drops below the 2880 hour maximum.

The on-duty Lieutenant or Acting Lieutenant shall be notified by an Employee of any absence due to sickness at least (2) hours before the start of an Employee’s shift. Any resulting vacancies shall be filled by the on-duty Lieutenant or Acting Lieutenant and the Deputy Chief shall be notified as soon as possible.

The District may require, at no expense to the District, a doctor’s written diagnosis regarding any illness lasting longer than three (3) schedule consecutive shifts. In cases where absences extend beyond (5) scheduled consecutive shifts, the District may require the Employee to submit an examination by a mutually agreed
upon physician, at the District's expense, to verify an initial diagnosis.

Upon retirement, resignation (after five (5) years of service), or as a death benefit, an Employee (or beneficiary) shall receive 100% of accumulated unused sick leave. The maximum benefit is 2880 hours of unused sick leave which shall be paid to the Employee at the then current straight salary rate.

Employees have the option to transfer their own sick leave to another Employee who is in need of sick leave. An Employee in need is defined as any Employee who has insufficient sick leave to cover an absence due to injury or illness. It is not permissible to transfer sick leave for the sole purpose of dropping or remaining below the 2880 hour maximum accrual limit.

2.3 PERSONAL LEAVE

Employees shall receive Personal Leave on January 1st pursuant to the Personal Leave Schedule set forth below. New Employees, and Employees who attain their service anniversary date at any time after January 1, will receive pro-rated personal leave time based on that date and in the following calendar year will receive the full amount of leave time on January 1st.

All Employees shall use a minimum of 168 hours of personal time annually. If any Employee fails to use 168 hours of personal time by the end of the calendar year, the remaining hours, up to a total of 168 hours, will be forfeited.

All Personal Leave must be approved by the Deputy Chief or his designee.

Personal Leave Schedule

A. All Employees shall receive 216 hours (full year) of personal leave annually.
B. After three (3) years of continuous service with the District, Employees shall receive an additional forty eight (48) hours of personal leave for a total of 264 hours (full year).

C. After eight (8) years of continuous service with the District, Employees shall receive an additional forty eight (48) hours of personal leave for a total of 312 hours (full year).

D. After twenty (20) years of continuous service with the District, Employees shall receive an additional forty eight (48) hours of personal leave for a total of 360 hours (full year).

Employees with less than 600 hours of accumulated sick leave may add up to 48 hours of unused personal leave to their accumulated sick leave at the end of the calendar year until 600 hours of sick leave has been accrued.

2.4 LOCAL BUSINESS LEAVE

The Local shall receive 72 hours of leave on January 1st to be used for Local business. One (1) week advance notice shall be give to the Deputy Chief or his designee and all requests must be approved by the Local President or Vice President.

Any unused Union Business Leave at the end of the calendar year will be forfeited.

2.5 BEREAVEMENT LEAVE

Employees shall receive a maximum of 48 consecutive shift hours of Bereavement Leave for a death in his/her immediate family. Immediate family is defined as Employee's spouse, life-partner, child, brother or sister, or parents. For any other family deaths (i.e. in-laws, grandparents, aunts and uncles) the Employee shall receive a maximum of 24 consecutive hours of bereavement leave. Bereavement Leave shall be taken at the time of the loss.
2.6 COURT LEAVE

Any Employee that is subpoenaed to testify on a matter that is District related matters shall be granted a leave of absence and shall receive his/her regular salary. If an Employee is subpoenaed to testify after their scheduled shift, they shall be compensated at their overtime rate for time spent testifying and related travel time.

2.7 JURY DUTY LEAVE

Any Employee that is called for jury duty during the Employee's regular scheduled shift shall be granted a leave of absence and will receive his/her regular salary. Employees shall not receive compensation for any time spent outside their scheduled shift.

If an Employee is dismissed from jury duty and is able to return to work at least one (1) hour prior to the end of the scheduled shift, then the Employee must report to work. The Deputy Chief may excuse the Employee from reporting to work at his discretion.

Employees shall notify the Deputy Chief or his designee upon learning that they have been scheduled for jury duty. Minimum manning requirements shall be maintained whenever an Employee who has reported for work is subsequently notified to report for jury duty.

The District may request documentary proof of an Employee's jury duty notification.

2.8 PAID HOLIDAYS

Employee shall receive ten (10) holidays with pay as follows:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Good Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Veteran's Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Thanksgiving</td>
</tr>
</tbody>
</table>
Employees whose shift begins on the holiday shall be compensated at their straight time rate plus time and one-half for the Employee's entire shift, even if the shift extends into the day following the holiday.

An Employee who arranges to work a holiday by a mutual exchange with another Employee shall be paid at the Holiday rate. The Employee who opts for time off on a Holiday by a mutual exchange shall be paid at straight time.

2.9 MILITARY LEAVE

Employees who belong to the National Guard or any other United States military reserve force who are ordered to duty are entitled to military leave in accordance with Section 242 of the Military Law. The rights of such active duty Employees are also protected in whole or in part under Section 243, 244, and 246 of the Military Law. Nothing in this collective bargaining agreement is intended to limit or otherwise preclude any rights active duty Employees might enjoy under any other provision of State or Federal Law.

2.10 COMP TIME

Employees who work overtime may elect to be compensated at the Employee's overtime pay scale or by receiving one and one half time the number of overtime hours worked as Comp Time. Employees who elect Comp Time credit shall do so at the time the Employee’s time sheet for the overtime work is submitted to the District. Comp Time must be used in blocks not less than 10 hours. Employees must use Comp Time within one (1) year of electing to receive Comp Time credit or it will be forfeited. Notwithstanding the foregoing, no more than 10 hours Comp Time credit per calendar year may be credited by an Employee to Employee's Personal Leave. Any unused Comp Time is forfeited upon termination of Employee’s employment with the District.
3. INSURANCE AND BENEFITS

3.1 LIFE INSURANCE

Individual life insurance policies for each Employee will be provided by the District in the value of Twenty-five thousand dollars ($25,000).

The policy shall be a whole life policy which is paid in full after twenty (20) years of service. The policy shall remain in effect for life after retirement.

Should an Employee leave the employ of the District, while in good standing, before attaining the full paid up term, said Employee shall have thirty (30) days to secure the policy on his/her own. If the Employee secures the policy on his/her own, it will remain active until death, or by disability from an on-the-job injury. The Employee shall pay all premiums to maintain the life insurance policy; the District will have no obligation to make any such payments.

3.2 HEALTH INSURANCE

The District shall provide health insurance for all full-time Employees as described in the attached Addendum A. The insurance shall cover full-time Employees, Employee’s spouses and Employee’s eligible dependents until the age specified in the policy. The District shall pay 100% of the premium.

Following retirement, the District shall continue to pay the premium for the Employee, Employee’s spouse and Employee’s eligible dependents until the Employee’s death only if:

A. Employee has completed twenty (20) years of service; or
B. Employee retired due to disability.

Upon an Employee becoming eligible for Medicare, Medicare will be the secondary insurance provider for the Employee, Employee’s spouse and Employee’s eligible dependents; the District policy shall provide primary insurance.

Upon the death of an Employee following retirement, the Employee’s surviving spouse and Employee’s eligible dependents shall be offered the opportunity to continue coverage under the
District’s insurance policy in which case the surviving spouse will be responsible for payment of all insurance premiums following the death of the Employee.

Upon a Line of Duty Death of an Employee, the District shall continue to pay the premium for the Employee’s spouse and Employee’s eligible dependents until the death of the Employee’s spouse; and to continue to pay the premium for the Employee’s eligible dependents until the age specified in the policy.

Any changes to the existing health plan coverage shall be reviewed and agreed to by a committee composed of the Local and the District. Should the District determine to change health insurance carriers, the replacement plan shall be equivalent or better than the existing plan.

3.3 DENTAL INSURANCE

The District shall provide a family plan dental insurance for all full-time Employees as described in the attached Addendum A. The District shall pay 100% of the premium. Following retirement, the District shall continue to pay the premium for the Employee and Employee’s spouse until their death only if:

A. Employee has completed twenty (20) years of service; or
B. Employee retired due to disability.

Upon a Line of Duty Death of an Employee, the District shall continue to pay the premium for the Employee’s spouse and Employee’s eligible dependents until the death of the Employee’s spouse; and to continue to pay the premium for the Employee’s eligible dependents until the age specified in the policy.

Any changes to the existing dental plan coverage shall be reviewed and agreed to by a committee composed of the Local and the District.

Should the District determine to change dental insurance carriers, the replacement plan shall be equivalent or better than the existing plan.
3.4 EYEGlass COVERAGE

The District shall provide a family plan vision insurance for all full-time Employees as described in the attached Addendum A. The District shall pay 100% of the premium during Employee’s employment.

Upon a Line of Duty Death of an Employee, the District shall continue to pay the premium for the Employee’s spouse and Employee’s eligible dependents until the death of the Employee’s spouse; and to continue to pay the premium for the Employee’s eligible dependents until the age specified in the policy.

Any changes to the existing vision plan coverage shall be reviewed and agreed to by a committee composed of the Local and the District.

Should the District determine to change vision insurance carriers, the replacement plan shall be equivalent or better than the existing plan.

3.5 RETIREMENT

All Employees will be enrolled in the Twenty (20) year, no age limit, retirement plan as provided by New York State and Local Police and Fire Retirement System Plan 384 (e), at no cost to the Employee.

3.6 UNIFORMS

Employees, while on duty, shall wear a District approved uniform.

The District will provide Employee uniforms as described below:

**Emergency Response Gear:**
- Leather Bunker Boots
- Gloves
- Helmet
- Nomex hood
- Turnout coat
- Turnout pants
Station Uniform:
- Ball Cap
- Dress uniform coat
- Dress uniform pants
- Dress uniform shirts
- Bell cap
- Safety shoes - 1 pair per year
- Sweat shirts - 2 (two)
- Turtleneck shirt - 2 (two)
- Polo shirts - 2 (two)
- T-shirt - 5 (five)
- Work coat
- Work pants - 5 (five)
- Work shirts - 3 (three) long sleeve
  - 3 (three) short sleeve

The Local agrees to properly maintain and clean the uniforms as normal conditions prevail. Any specialized cleaning of blood borne pathogens or hazardous materials contamination will be completed commercially and the cost will be the responsibility of the District (New York State Health Law, Article 30; Ref: NFPA 1581).

Uniforms will be inspected annually, within the first quarter of the year and will be replaced as needed.

Replacement of torn or permanently soiled work uniforms and turnout gear will be made promptly on approval by the District.

Employees must have the approval of the District to wear apparel not consistent with District issued uniforms.
4. EDUCATION, PROBATION, GRIEVANCE

4.1 EDUCATION REQUIREMENTS

The District is responsible for providing Employees with the proper training and education to meet and/or exceed the New York State Requirements for Paid Firefighters, in Service Training Requirements.

All education required by New York State, or the District shall be paid for by the District.

No overtime will be paid to Employees for travel time when attending mandatory fire training provided at the Westchester County Training Center.

4.2 PROBATION

All Employees, beginning on their first day of employment shall be In-Training Employees and shall remain an In-Training Employee for not longer than two (2) months after successful completion of the required New York State 229 fire training program. All Employees shall be probationary from the first day of employment until one year following the end of the Employee’s In-Training classification. In-Training Employees shall generally work ten (10) hour day shifts such that training can be accommodated.

In-Training Employees shall not be included in the minimum manning requirements set out in Article 1.5.

4.3 GRIEVANCE PROCEDURE

Under Section 203 of the Civil Service Law of the State of New York, the LaGrange Professional Firefighters, IAFF Local 3813, is the exclusive representative of all employees, in the administration of grievances. The Board of Fire Commissioners, shall not entertain grievances not filed by the LaGrange Professional Firefighters, IAFF Local 3813. Upon the receipt of any grievances filed by individuals, but not by Local 3813 Union, such grievances shall be rejected and returned to the individual or individuals.
A. A grievance shall be any alleged violation, misinterpretation, or misapplication of a specific term or condition of this written agreement or any established term or condition of employment. All grievances by any Employee of the District shall be submitted in writing no later than (21) days after the alleged grievance occurred. Grievances shall be submitted directly to the Chief, or Deputy Chief. The Chief, or his Deputy Chief will have (21) days within which to respond to the grievance from the date submitted. In the event that the grievance is not satisfactorily resolved by the Chief, or his Deputy Chief, or in the event that (21) days have elapsed without a written response from the Chief, or the Deputy Chief, the grievance shall be submitted to the Board of the LaGrange Fire District. A meeting shall be scheduled within (21) days between representatives of Local 3813's Grievance Committee and the Board, to present, discuss, and attempt to resolve the grievance. The board shall duly consider the grievance and shall respond to the grievance in writing no later than (30) days after the scheduled meeting.

In the event that the grievance is not resolved as set forth above, either party may demand arbitration. A party wishing to move a grievance to arbitration must serve upon the other party a demand for arbitration within thirty (30) days from receipt of the Board's written decision, and notify the Public Employment Relations Board ("PERB") that it is demanding arbitration. The arbitration shall be administered and conducted under PERB rules. The cost of arbitration shall be borne equally by the parties.

B. The foregoing procedures constitute the exclusive method for resolving any disputes which arise out of this Agreement and the employer-employee relationship, including, but not limited to, removal and other disciplinary action; however, in any case involving removal or other disciplinary action, the Union may demand arbitration within thirty days of such action. The District and Local 3813 waive the provisions of Section 75 of the Civil Service Law and agree that any disputes relating to removal and other disciplinary action will be resolved according to the exclusive grievance and arbitration procedure set forth herein.

C. When disciplinary action is taken, the employee will be given a specific written statement of the grounds for the disciplinary action within 48 hours.

D. The District and the Local may agree, in writing, to waive any time limit set forth above.
4.4 COMPLAINT AGAINST EMPLOYEE

Any complaint sent to the District against an Employee upon which the District intends to act, or which the District intends to place in the Employee's personal file, will be promptly called to the attention of said Employee, and Local President, within forty-eight (48) hours of receipt of the complaint or as soon as reasonably possible. No letter or report will be placed in the Employee's file without the Employee's knowledge and without the Employee being afforded the opportunity to make a written response to the District to any such complaint.

No Employee may be reprimanded, disciplined or discharged without just cause.
5. SALARY

5.1 SALARY SCHEDULE

Employees shall be compensated according to the following Annual Schedule and Hourly Schedule:

### Annual Schedule

<table>
<thead>
<tr>
<th>Year</th>
<th>1st Year (Hiring Rate)</th>
<th>2nd Year</th>
<th>3rd Year</th>
<th>4th Year</th>
<th>5th Year (Job Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>$43,464.00</td>
<td>$47,021.25</td>
<td>$50,578.50</td>
<td>$54,135.75</td>
<td>$57,693.00</td>
</tr>
<tr>
<td>2010</td>
<td>$43,464.00</td>
<td>$47,021.25</td>
<td>$50,578.50</td>
<td>$54,135.75</td>
<td>$57,693.00</td>
</tr>
<tr>
<td>2011</td>
<td>$43,464.00 plus 2010 COLA</td>
<td>$47,021.25</td>
<td>$50,578.50 plus 2010 COLA</td>
<td>$54,135.75 plus 2010 COLA</td>
<td>$57,693.08 plus 2010 COLA</td>
</tr>
<tr>
<td>2014</td>
<td>2013 1st Year plus 2013 COLA</td>
<td>2013 2nd Year plus 2013 COLA</td>
<td>2013 3rd Year plus 2013 COLA</td>
<td>2013 4th Year plus 2013 COLA</td>
<td>2013 5th Year plus 2013 COLA</td>
</tr>
</tbody>
</table>

The steps are calculated by taking the average between the 5th Year (Job Rate) and the 1st Year (Hiring Rate) to give you the 3rd Year salary. The 2nd Year salary is obtained by taking the average between the 1st Year (Hiring Rate) salary and 3rd Year salary. The 4th Year salary is obtained by taking the average between the 3rd Year salary to the 5th Year (Job Rate) salary. The Employee moves diagonally down the chart in each successive year in order to "catch up" to the top step (job rate) on January 1st of their fifth year of employment. These calculations are based on past practice and consistent with the 5 year salary step program in the 2000-2003 Contractual Agreement and the 2004-2008 Contractual Agreement.

COLA is defined as the Cost of Living Adjustment as determined by the Social
Security Act. The Act specifies the formula for determining the COLA which is expressed as a percentage. Pursuant to the Social Security Act, COLA is equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers from the third quarter of one year to the third quarter of the next. COLA is defined in more detail in the Social Security Act and the Social Security Act's webpage, www.ssa.gov.

### Hourly Schedule

<table>
<thead>
<tr>
<th>Year</th>
<th>1st Year (Hiring Rate)</th>
<th>2nd Year</th>
<th>3rd Year</th>
<th>4th Year</th>
<th>5th Year (Job Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>$20.90</td>
<td>$22.61</td>
<td>$24.32</td>
<td>$26.03</td>
<td>$27.74</td>
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<tr>
<td>2010</td>
<td>$20.90</td>
<td>$22.61</td>
<td>$24.32</td>
<td>$26.03</td>
<td>$27.74</td>
</tr>
<tr>
<td>2011</td>
<td>$20.90 plus 2010 COLA</td>
<td>$22.61</td>
<td>$24.32</td>
<td>$26.03</td>
<td>$27.74</td>
</tr>
<tr>
<td>2014</td>
<td>2013 1st Year plus 2013 COLA</td>
<td>2013 2nd Year plus 2013 COLA</td>
<td>2013 3rd Year plus 2013 COLA</td>
<td>2013 4th Year plus 2013 COLA</td>
<td>2013 5th Year plus 2013 COLA</td>
</tr>
</tbody>
</table>

#### 5.2 LONGEVITY BONUS

A longevity bonus will be awarded to Employees with continuous and uninterrupted length of service. The longevity bonus will be paid in the first pay period in December after the Employee's anniversary date of hire.

- a. Five (5) years: $700 per year
- b. Ten (10) years: $1600 per year
- c. Fifteen (15) years: $1900 per year
- d. Twenty (20) years: $2300 per year
5.3 SALARY DIFFERENTIAL

Employees working the following classifications shall be paid an additional hourly differential as follows:

- Lieutenant: $3.37 hourly differential
- Mechanic: $3.37 hourly differential
- Paramedic: $3.37 hourly differential

The QA/QI Administrator shall be nominated by the EMS Administrator and shall be approved by the Deputy Chief. The QA/QI Administrator shall receive an hourly differential of $1.20.

The Community Relations Officer shall be appointed by the Deputy Chief.

The Community Relations Officer shall receive an hourly differential of $1.20.

Lieutenants/Paramedics and Lieutenants/Mechanic would earn a combined differential of $4.57 per hour.

5.4 OVERTIME

Overtime is to be paid at the rate of time and one-half for all hours worked over the scheduled shift time including attendance at all alarms and any other required education mandated by this Agreement or the District or as otherwise addressed in this Agreement. Overtime rates will be calculated on the Employee’s base salary plus any applicable differentials.

Scheduled overtime may only be authorized when approved by the Chief, Deputy Chief or his designee.

Unscheduled overtime at an emergency can be approved by the officer in charge.

If Employees are on a call which continues past the end of the
Employee's scheduled shift, such Employee is entitled to overtime, calculated to the nearest half hour based upon the time returned to quarters, completion of necessary paperwork, restoration of apparatus to service, and / or relieved by the next shift Employee. Employees in this situation who are scheduled to work the next shift will not be entitled to any compensation.

The Local shall be responsible for the assignment of Employees to work overtime as authorized by the Chief, Deputy Chief or his designee. Should the Local fail to cover an overtime assignment, the District reserves the right to fill that slot in any manner the District deems appropriate.

5.5 CALLBACK TO DUTY

For this article, call back (10-35) refers to the call back to duty of an Employee after reporting off duty, and before the next Employee's scheduled shift.

When an Employee is called back to duty, the Employee will be compensated for a minimum of three (3) hours at the rate of time and one-half. Call back pay will be operative when the Incident Commander/ Commanding Officer requests Employees to report back to duty.

Should a call back occur on a holiday, then those Employees who are scheduled off for the holiday will receive regular pay plus time and a half for all hours worked.

5.6 WORKING OUT OF CLASSIFICATION

Working out of classification is when an Employee is required to work for, or fill the vacancy of a higher ranking Employee. In the absence of a Lieutenant or EMS Administrator, the Employee filling that position will receive the salary difference for performing that job and those responsibilities. The Employee must work a minimum of four (4) hours out of classification in order to receive the additional hourly compensation. The Employee working out of the Employee's classification will receive the salary equivalent listed below, above the Employee's normal base salary.

- Lieutenant $3.37 per hour
• EMS Administrator $3.37 per hour

The Acting Lieutenant shall be taken according to the Civil Service List maintained for Acting Lieutenants and, should there be none, the Employee with the highest seniority shall be Acting Lieutenant.

The Acting EMS Administrator shall be the paramedic with the highest paramedic seniority.

5.7 DUE NOTICE

Employees performing as paramedics must provide the District with six months written notice in the event the Employee no longer wishes to serve in the capacity of Paramedic.
6. MISCELLANEOUS

6.1 PER DIEM FIREFIGHTERS/EMT'S

Any available shift work must be offered to Employees who are members of the Local. If the Local cannot accommodate the necessary hours, then the District may employ per diem employees to work the shift.

Per Employees must:

- be on the District's approved per diem Firefighter list. A copy of the per diem list will be maintained by the Deputy Chief.
- hold a current New York State Emergency Medical Technician card.
- hold a current CPR card.
- hold a current Advanced Firefighter 2000 or equivalent, as prescribed by the minimum standards for firefighting personnel in New York State.
- Must be a qualified driver on all apparatus.
- Must be a qualified attendant on the ambulance.

6.2 PAST PRACTICE

A past practice is any practice or rule relating to condition of employment which is established by its clarity and consistency, longevity and repetition, and acceptability and mutuality. There will be no change in such condition without first having obtained agreement and consent of the other party.

All existing terms and conditions of employment will continue in full force and effect during the life of this agreement. It is the prerogative of the Board to initiate and announce new policies if they do not conflict with matters contained herein.
6.3 HOLD HARMLESS CLAUSE

All Employees are presumed to be subject for duty twenty-four (24) hours a day, seven (7) days per week within the District. Any actions taken by an Employee on Employee’s time off, within the District, or outside the District if on travel to or from authorized training class, which would be appropriate for an Employee while on duty will be considered an official action, and the Employee shall have all rights and benefits concerning Employee’s actions as though Employee were on active duty. If an Employee is faced with a civil claim arising out of the incident in the District related to the Employee’s actions with the District, (except acts of willful misconduct or gross negligence), the District will provide legal counsel for the Employee and hold the Employee harmless from any financial loss, excluding punitive damages. This shall also apply when the Employee is on active duty responding to a mutual aid incident. This shall not apply if the Employee is employed by another entity or is volunteering for another entity at the time of the Employee’s action.

It is not the intent of this provision to recall to duty for pay any Employee for rendering the aid within the District.
7. SENIORITY

Seniority is defined as the length of service from the first day of pay status for a full-time Employee. If more Employees request the same leave time off than can be reasonably allowed for operating reasons, seniority will prevail.

All issues regarding seniority shall be settled by the Local 3813.

8. RETROACTIVE AGREEMENT

In the event a new agreement has not been negotiated by the expiration date of this agreement, it is agreed by both parties hereto, that on the signing of a new agreement all salary increases, longevity increases, salary stipends, overtime rates, per diem rates, call back to duty pay, working out of classification hourly differentials of said new agreement will be considered to have full force and effect as of the day following the date of the expired agreement. Those rights, privileges, and benefits which are agreed to and stated in the new agreement to be effective on a specified date shall become effective on those designated dates.

9. POLICIES

It is the intent of the District and Local to enter into a mutually agreeable Drug and Alcohol Policy and General Municipal Law §207-a Policy. The District and the Local agree to diligently pursue negotiation and adoption of such policies as expeditiously as possible.

10. MUTUALS

The District and Local agree that Mutuals are governed by the Memorandum of Understanding attached as Addendum B.
11. LEGISLATIVE AUTHORITY

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore will not become effective until appropriate legislative body has given approval.

12. RATIFICATION

The LaGrange Fire District and the LaGrange Professional Fighters IAFF Local 3813 duly ratified this Agreement and that ratification is shown by the presence of the signatures below.

Dated: August 25, 2009
LaGrange Fire District
Board of Fire Commissioners

By: [Signature]
Joseph Nines, Chairman

Dated: August 25, 2009
LaGrange Professional Firefighters
IAFF Local 3813

By: [Signature]
Jason Lopes, President
ADDENDUM A

3.2 HEALTH INSURANCE:
The medical insurance provider is New York State Health Insurance Program-Empire Plan.

3.3 DENTAL INSURANCE:
The dental insurance provider is Ameritas Life Insurance Corporation.

3.4 EYEGLASS COVERAGE:
The eyeglass insurance provider is The First Rehabilitation Life Insurance Company of America.
ADDENDUM B
MEMORANDUM OF UNDERSTANDING

In full and complete resolution of the Grievance and Arbitration filed in PERB Case No. A2007-127, the LaGrange Fire District ("The District") and the LaGrange Professional Firefighters and IAFF Local 3813 (collectively referred to as "The Association") agree as follows:

SUBSTITUTE (MUTUALS) OPERATING PROCEDURE

1. Two career firefighters employed by the LaGrange Fire District may, solely at their option and with the prior notice to the LaGrange Fire District Chief or his/her designee, voluntarily agree, to substitute one for the other during one's scheduled work hours in performance of work in the same capacity. If all contractually required manning positions are present for work on the schedule, the "same capacity" requirement shall be waived.

2. Notwithstanding anything to the contrary contained herein, this Memorandum of Understanding shall not operate, in any manner, to alter or waive the contractually obligated manning requirements in the Contract between the District and the Association. Any contradiction or question of construction between this Memorandum and the Contract shall be construed in favor of the Contract.

3. The substituting employee shall not be compensated by the District for the hours s/he works. The hours worked by the substituting employee shall be excluded by the District in calculation of overtime pay and/or any/all other benefits.

4. The District shall have no role or responsibility for tracking employee substitutions under this Memorandum of Understanding.

5. Where one employee substitutes for another employee each employee shall be paid and credited as if he or she had worked his or her normal work schedule for that shift.

6. If an employee, "A", who agrees to substitute for another employee, "B", fails to report for the scheduled shift, employee "B" is responsible and shall be marked absent without official leave on payroll documents, and disciplinary action may be taken against employee "B".

7. Voluntary relief of employees on the previous shift by employees in the same capacity is an acceptable practice, and no additional hours shall be paid to the employee who chooses to come in early to relieve the other employee. No employee may leave his or her scheduled shift early without being replaced by another employee.

8. Sign in/Sign out procedure for accountability shall be established by the LaGrange Fire District Chief.
9. By entering this Memorandum of Understanding, neither the District nor the Association admit to any violation of the Collective Bargaining Agreement between the District and the Association, or any law, rule or regulation.

10. Upon execution of this Memorandum of Understanding by the parties, the Association shall withdraw with prejudice the underlying Grievance and the Demand For Arbitration filed in PERB Case No. A2007-127.

11. This Memorandum of Understanding shall be incorporated into and merged with the current Contract between the District and the Association as if fully set forth therein, which Contract ends December 31, 2008. Further, the District and the Association agree that this Memorandum of Understanding shall be incorporated and merged into the Contract between the District and the Association which shall be effective as of January 1, 2009.

Dated: July 25, 2008

LAGRANGE FIRE DISTRICT
BOARD OF FIRE COMMISSIONERS

By: /s/ Edward Mulford
Edward Mulford, Chairman

Dated: July 28, 2008

LAGRANGE PROFESSIONAL
FIREFIGHTERS, IAFF LOCAL 3813

By: /s/ Jason Lopes
Jason Lopes, President
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