

LAGRANGE FIRE DISTRICT

504 Freedom Plains Rd • Poughkeepsie, NY 12603



MINUTES BOARD OF FIRE COMMISSIONERS Special Meeting – Thursday, February 20th, 2025

ATTENDEES: Chairman Marc Komorsky Commissioner Barry Ward (absent)

Commissioner Vincent Tierney Commissioner Anthony Pignataro (via Teams)

Commissioner Robert Taft (absent) Chief Anthony Champion

Deputy Chief EMS Scott Merritt Secretary Bria Le

At 2:03 PM, Commissioner Marc Komorsky called the Board of Fire Commissioners' Special Meeting to order for Thursday, February 20th, 2025, then led the Pledge of Allegiance. He welcomed everyone to the meeting.

NEW BUSINESS:

Appointment of New Hires

Upon a MOTION made by Commissioner Tierney and SECONDED by Commissioner Pignataro, the Board RESOLVED to appoint Christopher Brinson (start date 2/24/25), Nicole Dawson (start date 3/10/25), Andrew Kemmerer (start date 2/24/25), and Darab Sullivan (start date 2/24/25) as firefighter/paramedics for LaGrange Fire District. Pignataro – Aye, Taft – Absent, Tierney – Aye, Ward – Absent, Komorsky – Aye. **Motion Carried**.

Captain MOA -

Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Tierney the Board RESOLVED to approve the Memorandum of Agreement between the LaGrange Fire District and the IAFF Local Union 3813 LaGrange Professional Firefighters Association, for the purpose of creating and implementing the Fire Captain position into the existing bargaining unit (full agreement attached). Pignataro – Aye, Taft – Absent, Tierney – Aye, Ward – Absent, Komorsky – Aye. **Motion Carried**.

Union President Kyle Rancourt and Chairman Marc Komorsky both signed the Memorandum of Agreement on behalf of the two respective parties.

• II - Jeff Lenkowski notified the Board that he received notice from the NYS Police regarding some compromised accounts for LaGrange Fire and requested to provide more details in Executive Session.

EXECUTIVE SESSION:

At 2:08 PM, Upon a MOTION made by Commissioner Pignataro and SECONDED by Commissioner Tierney, the Board RESOLVED to go into Executive Session to discuss legal/security item. Pignataro – Aye, Taft – Absent, Tierney – Aye, Ward – Absent, Komorsky – Aye. **Motion Carried**.

BoFC Special Meeting 2/20/25

Please note that this meeting was conducted in person at 504 Freedom Plains Road in Poughkeepsie, NY, with an alternate location in the meeting room of 8715 Surf Drive in Panama City Beach, FL, - AND the Public Session portions of the meeting were open for public viewing via Microsoft Teams.



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REGULAR SESSION & ADJOURNMENT:

At 2:38 PM, the Board resumed Open Session.

Upon a MOTION made by Commissioner Tierney and SECONDED by Commissioner Pignataro, the Board RESOLVED to adjourn the meeting. Pignataro – Aye, Taft – Absent, Tiernay - Aye, Ward – Absent, Komorsky - Aye. **Motion Carried**.

Respectfully submitted,

Bria Le – District Secretary

Approved by the Board of Fire Commissioners on 3/11/25

MEMORANDUM OF AGREEMENT BETWEEN THE LAGRANGE FIRE DISTRICT AND

IAFF LOCAL UNION 3813 LAGRANGE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

This Memorandum of Understanding ("MOU"), entered into by and between the LaGrange Fire District ("LFD") and the IAFF, Local Union 3813, LaGrange Firefighters Association, ("Union"), for the purpose of creating and implementing the Fire Captain position into the existing bargaining unit.

WHEREAS, the LFD and Union are parties to a collective bargaining agreement ("CBA") which is in effect until December 31, 2027;

WHEREAS, the parties recognize the value of a harmonious labor relationship and seek to collaborate on open matters and resolve disputes amicably wherever possible;

WHEREAS, the parties agree to the terms set forth herein as part of an overall agreement for the implementation of the Fire Captain title into the existing bargaining unit;

WHEREAS, the parties' existing collective bargaining agreement shall apply to the Fire Captain position (meaning either Fire Captain (Medic) or Fire Captain (Non-Medic) herein) except if specifically modified by the terms herein; and

NOW THEREFORE, the parties agree to the following terms:

- 1. Effective within 60 days of the execution of this MOU, the LFD shall appoint and/or recruit four (4) Fire Captains.
- 2. Compensation and Scheduling
 - a. Rotational Group
 - i. A Fire Captain per group, four (4) groups, shall work a rotating schedule covering twenty-four (24) hours, seven (7) days a week. The rotation shall consist of a twenty-four (24) hour shift, followed by seventy-two (72) hours off.
 - ii. Twenty-four (24) Shifts begin and end at 0700 hours.

b. Wages

The Fire Captains shall receive an hourly stipend, above and beyond their Lieutenant wage rate, as follows:

- i. Fire Captain stipend of \$6.74 per hour while engaged as a Firefighter Captain Non-Medic; and
- ii. Fire Captain stipend of \$7.94 per hour while engaged as a Firefighter Captain Medic.
- c. New group staffing model is: one (1) Captain; one (1) Lieutenant; two (2) Firefighter/Paramedic; and a combination of four (4) firefighter/EMTs and/or firefighter/paramedics.

3. Working out of Class

- i. To be added to section 5.6 of the CBA
 - 1. Out of title work shall be compensated at a rate of
 - a. \$6.74 per hour while engaged as a Fire Captain Non-Medic.
 - b. \$7.94 per hour while engaged as a Fire Captain Medic.
- 4. Fire Captains shall not work nor be scheduled in non-officer positions, except in emergency situations, as defined by the Chief or his designee.
- 5. Fire Captains shall be responsible for performing quarterly CME reviews, as per Section 3 (a)(i) of the January 14, 2021, Memorandum of Agreement regarding EMS Certification and as defined by NYS Bureau of EMS and Trauma Systems CME Recertification Program Administrative Manual, and the LaGrange Fire District CME Policy for the purpose of ensuring that all career staff maintain and keep current their EMT-X certifications.
- 6. The CME Data Entry position shall become a permanent position within the District. The CME Data Entry position functions shall be performed during straight time (non-overtime) hours. See Job Scope attached hereto as Exhibit A.
- 7. The Daytime Training Officer (DTO) and/or other CBU officers shall be available to perform EMS training at the direction of the Chief or his designee. DTO shall perform all training during straight time (non-overtime) hours; work schedules may be flexed, with the Chief's or his designee's approval to meet this condition.

- 8. The Union agrees, within five (5) business days of execution of this MOU, to advise the Dutchess County Human Resources that it is withdrawing with prejudice it's out- of-title complaint related to Firefighter Lieutenants received by the LFD on August 7, 2024. The Union further affirms there are no other pending complaints related to this particular matter.
- 9. With the appointment of four captains, four of the nine LaGrange Lieutenant positions will be eliminated with Dutchess County Human Resources from the District's schedule.
- 10. Both parties agree that this arrangement was made consistent with the laws of Dutchess County human resources and the state of New York. If any portion of this MOU is deemed unlawful, then both parties agree to meet immediately and if necessary, to negotiate, correct and/or grieve the issue(s).
- 11. The parties agree that the entirety of this MOU shall be incorporated into the CBA and subject to the grievance procedure the same as if fully set out therein.

IN WITNESS WHEREOF, the parties by their signatures acknowledge their agreement this ____th day of February 2025.

La Grange Fire District, New York

AFL-CIO/IAFF Local Union No. 3813

Bv:

Marc Komorsky/Chairman

By: //

Kyle Rancourt., President, Local Union 3813

EXHIBIT A

CME Data Entry Job Scope, referenced in item 7 above shall include:

- 1. This work being performed is data entry specific to the CME recertification process by a union member.
- 2. This position will be filled by mutual agreement from the union and the Deputy Chief of EMS.
- 3. When an employee is on duty, the work will be second to the operational needs of the district.
- 4. If the district believes the work is not satisfactory, the Chief and the executive board of the union will meet to find a replacement for the position. No disciplinary action can be taken on an employee due to performance of this position.
- 5. The employee performing the roles of this position will have a stipend of \$1.20 per hour, for all hours worked.
- 6. This is a voluntary position. The employee will give a two-week notification to the district and the union if they wish to leave the position.
- 7. The specific duties, responsibilities, and expectations of this role will be established both verbally, and in writing prior to the institution of this position. Any extra duties will be discussed with the employee, and the executive board before being added to the employees' roles and responsibilities.