

**AGREEMENT**

**BETWEEN**

**ARLINGTON FIRE DISTRICT**

**AND THE**

**ARLINGTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
IAFF LOCAL #2393**

**September 1, 2016 to December 31, 2021**

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ARTICLE I  
PREAMBLE

This agreement is entered into as of the first day of September, Two Thousand and Sixteen, by and between the Arlington Fire District, (hereinafter referred to as the “Fire District” or the “Board of Commissioners” or the “Board” or the “District”), and the Arlington Professional Fire Fighters Association, Local No.2393, I.A.F.F., AFL-CIO, Poughkeepsie, New York, (Hereinafter referred to as the “Association” or “Firefighters” or “Paramedics” or “Members” or “Employees”).

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## ARTICLE II PURPOSES

The purpose of this agreement is to provide orderly collective bargaining relations between the Arlington Fire District and the Arlington Professional Firefighters Association, to secure a prompt and equitable disposition of grievances and to establish fair wages, hours, and working conditions.

The parties agree that all matters and proposals raised in collective bargaining have been disposed of and no issues remain unsettled. No amendments, modifications, changes, or alterations shall be effective unless made in writing and signed by the duly authorized representatives of the parties who have executed this agreement.

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ARTICLE III  
TERM OF CONTRACT

This agreement shall be deemed to have come into effect on the 1st Day of September, 2016. It shall continue in full force and effect until the 31st day of December, 2021 and thereafter from year to year unless either party gives notice to the other that it desires to renegotiate this agreement.

The parties agree subject to the above, to mutually exchange proposals for modification of the contract no later than thirty (30) days after the receipt of such a notice. Unless otherwise agreed, negotiations shall be commenced no later than June 15, 2021.

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ARTICLE IV  
RECOGNITION AND CHECK-OFF

The Fire District recognizes the Association as the exclusive negotiating representative for all career Firefighters, Firefighter/Mechanics (FEM), Firefighter/Paramedics, Fire Captains, Fire Lieutenants, Fire Captain Training Officer, Fire Lieutenant/Training Officer, Fire Captain/Fire Prevention Officer, Paramedics, and Fire Equipment Mechanic's Helper of the Arlington Fire District.

For the purpose of this agreement, the title "Firefighter/Medic" shall refer to a Firefighter who is certified to do ALS/paramedic work for the Fire District.

The Fire District shall check-off all union dues and all other assessments levied by the Union on its members. The Association minutes shall authorize payroll deductions for members of any assessments or changes of assessments. The Association shall notify the Fire District of authorized payroll deductions.

The Fire District agrees to deduct, on each pay day following the execution of this agreement, from the salary of each non-union employee in the bargaining unit for which the union has been certified, a sum equal to that which an individual member pays to the union for dues and to remit the sum deducted to the Treasurer of the Union when the regular union dues are so remitted.

The District will continue to deduct credit union withdrawals from the employee's weekly paycheck, who has authorized such deductions by completing a payroll deduction card and delivering it to the District. The District will forward such deductions to the appropriate financial institution supplied to the District by the Association. Limits on the number of deductions will be made by the District payroll vendor with a minimum of three (3) deductions to be allowed per employee to be guaranteed. Additional deductions are allowable if at no cost to the District.

Names of the officers of the Association will be forwarded to the Board after the annual election, and also if there are any changes in the officers during the year.

ARTICLE V  
RIGHTS OF EMPLOYEES

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

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ARTICLE VI  
PAST PRACTICE

All existing terms and conditions of employment shall continue in full force and effect during the life of this agreement. It shall, however, be the prerogative of the Board to initiate and announce new policies provided that they do not conflict with matters contained herein.

A past practice will be any practice or rule relating to condition of employment which is established by (1) its clarity and consistency, (2) longevity and repetition, and (3) acceptability and mutuality. There will be no change in such condition without first having obtained agreement and consent of the other party. Questions concerning the interpretation of this provision shall be determined through the ordinary contract process provided herein.

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ARTICLE VII  
MANAGEMENT RIGHTS

It is recognized that the management of the department, which appear on the Chain of Command chart of the current District's Rules and Regulations #G-1, the control of its properties and the maintenance of order and efficiency are solely the responsibilities of the District. Accordingly, the District retains all rights, except as they may be specifically modified in the agreement, including, but not limited to, selection and direction of the work forces, to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons, to decide on the number and location of facilities and stations; to determine the work to be performed, amount of supervision necessary, equipment, methods and schedules; together with the selection, procurement, designing, engineering and the control of equipment and materials; to make other similar decisions necessary to carry out the mission of the District; and to purchase service of others, by contract or otherwise, unless specifically limited in this agreement; and to make reasonable and binding rules which shall not be inconsistent with this agreement.

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ARTICLE VIII  
GRIEVANCE PROCEDURE

A: A grievance shall be any alleged violation, misinterpretation, or misapplication of a specific term and condition of this written agreement or any established term and condition of employment. All grievances by any member of the unit shall be submitted in writing no later than (21) days after the alleged grievance occurred. Grievances shall be submitted directly to the Chief, or his designee. The Chief, or his designee, 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 designee, or in the event that (21) days have elapsed without a written response from the Chief, or his designee, the grievance shall be submitted to the Board of the Arlington Fire District. A meeting shall be scheduled within (21) days between representatives of the Association'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 that scheduled meeting.

In event that the grievance is not resolved at the second step, either party may demand arbitration. A party wishing to move a grievance to arbitration must serve upon the Board a demand for arbitration within thirty (30) days from receipt of the Board's decision at the second step, and notify the Public Employment Relations Board ("PERB") that it is demanding arbitration. The arbitration shall be administered and conducted under PERB rules.

The Arbitrator shall be appointed on a rotating basis from the following list:  
Thomas Rinaldo, Howard Edelman, Dennis Campagna, and Ira Lobel

The cost of arbitration shall be borne equally by the parties.

Under Section 203 of the Civil Service Law of the State of New York, the Arlington Professional Firefighters Association, IAFF Local 2393, is the exclusive representative of all employees, as specified in Article IV, in the administration of grievances. Neither the Board of Fire Commissioners nor the Chief shall entertain grievances not filed by the Arlington Professional Firefighters Association, IAFF Local 2393. Upon the receipt of any grievances filed by individuals, but not by the Union, such grievances shall be rejected and returned to the individual or individuals.

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 members 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 above.

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

ARTICLE IX  
SALARY and RANK DIFFERENTIAL

The following shall be the salary schedules and rank differentials effective January 1st of each year commencing January 1, 2017.

Firefighters and Fire Equipment Mechanic

	2017	2018	2019	2020	2021
	2.0%	2.0%	2.0%	2.0%	2.0%
Probation	\$47,500	\$48,450.00	\$49,419.00	\$50,407.38	\$51,415.53
1 <sup>st</sup> Year following probation	\$51,268.17	\$52,293.53	\$53,339.40	\$54,406.19	\$55,494.31
2 <sup>nd</sup> Year following probation	\$54,872.12	\$55,969.57	\$57,088.96	\$58,230.74	\$59,395.35
3 <sup>rd</sup> Year following probation	\$59,860.51	\$61,057.72	\$62,278.87	\$63,524.45	\$64,794.94
4 <sup>th</sup> Year following probation	\$64,848.88	\$66,145.85	\$67,468.77	\$68,818.15	\$70,194.51
5 <sup>th</sup> Year following probation	\$69,851.08	\$71,248.10	\$72,673.06	\$74,126.52	\$75,609.05
6 <sup>th</sup> Year following probation	\$76,531.23	\$78,061.86	\$79,623.09	\$81,215.56	\$82,839.87

Civilian Mechanic and Fire Equipment Mechanic Helper

2016	2017	2018	2019	2020	2021
	2.0%	2.0%	2.0%	2.0%	2.0%
\$42,517.13	\$43,367.47	\$44,234.82	\$45,119.52	\$46,021.91	\$46,942.35

Rank Differential

	2017	2018	2019	2020	2021
	2.0%	2.0%	2.0%	2.0%	2.0%
Fire Captain	\$12,398.06	\$12,646.02	\$12,898.94	\$13,156.92	\$13,420.06
Fire Lieutenant	\$8,433.39	\$8,602.06	\$8,774.10	\$8,949.58	\$9,128.57
Master FEM	\$12,398.06	\$12,646.02	\$12,898.94	\$13,156.92	\$13,420.06

FEM	\$8,433.39	\$8,602.06	\$8,774.10	\$8,949.58	\$9,128.57
Fire Captain FPO	\$12,398.06	\$12,646.02	\$12,898.94	\$13,156.92	\$13,420.06
Fire Captain MTO	\$12,398.06	\$12,646.02	\$12,898.94	\$13,156.92	\$13,420.06
Fire LT. MFI	\$8,433.39	\$8,602.06	\$8,774.10	\$8,949.58	\$9,128.57

FEM Fire Equipment Mechanics

FPO Fire Prevention Officer

MTO Municipal Training Officer

MFI Municipal Fire Instructor

For members hired on or after 9/1/16 but prior to 1/1/17, the starting salary during probation shall be \$47,500.

ARTICLE X  
LONGEVITY

Longevity is to be paid as follows:

- After: (5) years - \$ 700.00 per year
- (9) years - \$1,600.00 per year
- (13) years - \$1,900.00 per year
- (17) years - \$2,100.00 per year
- (21) years - \$2,500.00 per year

Longevity is not accumulative and total longevity payment per year not to exceed \$2,500.00.

Longevity is provided for length of service in the Arlington Fire District.

Firefighter/Medic Longevity is to be paid as follows:

- After: (3) years - \$ 300.00 per year
- (6) years - \$ 400.00 per year
- (9) years - \$ 500.00 per year
- (12) years - \$ 600.00 per year
- (15) years - \$ 700.00 per year
- (18) years - \$ 900.00 per year
- (21) years - \$ 1000.00 per year

Longevity is not accumulative and total Firefighter/Medic longevity payment per year not to exceed \$1,000.00.

Firefighter/Medic longevity is provided for continuous length of service as a Firefighter/Medic in the Arlington Fire District.



cannot utilize the accepted practice of “Mutuals,” will be afforded the following provision:

- Upon written request, with the agreement of the employee(s) whose schedule will be altered, the Chief may approve a temporary change in a work schedule provided such request is received and acted upon at least one week prior to the proposed change.
- This provision is not intended to change the specific work schedules of employees on a frequent basis. For the purposes of this Article, temporary shall be defined as not longer than fourteen calendar days. Scheduling changes shall not necessitate other employees to perform tasks ordinarily handled by the employees taking advantage of this provision.
- Subject to the right of the Fire District to realign schedules to meet manpower needs, the schedule is as attached:
- Day Staff Hours:
  - Fire Capt /MTO 0700 hours to 1500 hours Monday through Friday  
(additional 2 hrs documented per week)
  - Fire Lt./MFI 0700 hours to 1500 hours Monday through Friday  
(additional 2 hrs documented per week)
- The Fire Lt./MFI position will have their hours “flexed,” once each two month period, or six times per year, in order to accommodate training in the evening and limited weekend hours. This will be at the discretion of the CAP./M.T.O. as to which times will benefit the District. The flexing of hours for the Fire Lt./MFI for training, may occur more often, if agreed to by the Fire Lt./MFI.

- Fire Capt/FPO 0700 hours to 1500 hours Monday through Friday  
(additional 2 hrs documented per week)
- FEM/FF and Mechanics 0700 hours to 1500 hours Monday through Friday  
(additional 2 hrs documented per week)

Firefighters on Days:

<u>Monday thru Thursday</u>	<u>Monday</u> 7:00 am 7:00 pm	<u>T,W,Th</u> 7:00 am to 5:00 pm
<u>Monday thru Thursday</u>	<u>Tuesday</u> 7:00 am 7:00 pm	<u>W, Th, F</u> 7:00 am to 5:00 pm
<u>Tuesday thru Friday</u>	<u>Tuesday</u> 7:00 am 7:00 pm	<u>M,W, Th</u> 7:00 am to 5:00 pm
<u>Monday thru Friday</u>	<u>Monday</u> 7:00am to 5:00pm	<u>T,W,Th,F</u> 7:30 am to 3:30 pm

## ARTICLE XII OVERTIME

Overtime is to be paid at the rate of time and one-half (1.5) for all hours worked over forty (40) hours per week, including attendance at EMT-D, EMT-D refresher, Certified First Responder, CFR refresher, Paramedic refresher, and other courses mandated by the Board. Attendance at AFD District drills will be limited to a maximum of five (5) hands on or “working” drills per year per employee and five (5) Arlington FD core Topic training drills per year, unless you are assisting or teaching the drill per Article XXXIII. The overtime rate is predicated on the base salary applicable at the time that the overtime is performed.

An employee may elect to accumulate compensatory time (comp. time) off at the overtime rate instead of being paid for working overtime. Payment of overtime pay or compensatory time is based on continuous time worked and is not to be divided. (Example: 10 hour shift is 10 hours overtime pay or 15 hours compensatory time, 4 hours for a drill is 4 hours overtime pay or 6 hours compensatory time)

Overtime may only be authorized by the Chief, or Board of Fire Commissioners, or in their absence, the commanding officer in charge.

Overtime hiring will be done in accordance with the provisions of the District Overtime Guidelines, Article XXXVIII.

ARTICLE XIII  
VACATIONS

Vacation allowance will be governed by the Overtime Guidelines. An Employee's eligibility for vacation time shall be calculated from said Employee's date of hire by the District.

After one year of service shall be entitled to 168 hours  
January 1 after the first year of employment shall be entitled to 180 hours  
January 1 after the second year of employment shall be entitled to 192 hours  
January 1 after the third year of employment shall be entitled to 204 hours  
January 1 after fourth year of employment shall be entitled to 252 hours  
January 1 after ninth year of employment shall be entitled to 264 hours  
January 1 after fourteenth year of employment shall be entitled to 276 hours  
January 1 after nineteenth year of employment shall be entitled to 288 hours

Fire Equipment Mechanic shall be entitled to the above time.

Fire Equipment Mechanic's Helper position shall be entitled to eighty (80) hours per year after one (1) year of service.

The vacation leave will constitute regularly scheduled working hours in work period increments. An Employee may take vacation time off at any time provided that the said time off can be covered per the District Overtime Guidelines, Article XXXVIII. Once an Employee has started a shift, no vacation shall be granted with respect to that shift if overtime will be incurred.

Employees who have completed their first year of employment will have up to twelve (12) Months from said anniversary date to use their vacation time earned during their first year of employment. As of the first day of January following their first anniversary date, such employee shall be entitled to their noted vacation time.

Unused hours less than the work period can be carried over to the next year. Ex. (Day person working eight hours = 8, Day person working ten hours = 10, Shift worker = 10)

If an Employee is out for an entire calendar year on 207-a, that Employee will not receive vacation time for that calendar year.

Upon separation from employment, except for employees terminated for cause, unused vacation shall be paid out at the employee's per diem rate.

Employees may elect to give up to 25% of their vacation to other members per year, provided that prior written notification is made to the Chief. Days donated shall have no cash in value upon separation of employment.

ARTICLE XIV  
HOLIDAYS

All Employees of the Arlington Fire District are entitled to 144 hours of paid holidays per year to cover the following holidays:

1. New Year's Day.....First day of January
2. Martin Luther King
3. Lincoln's Birthday
4. Washington's Birthday
5. Easter Sunday.....As per calendar year
6. Memorial Day
7. Independence Day.....Fourth day of July
8. Labor Day
9. Veteran's Day
10. Armistice Day
11. Thanksgiving Day.....Fourth Thursday in November
12. Christmas Day.....Twenty-Fifth day of December

No holiday off on New Year's Day, Easter, July 4th, Thanksgiving, or Christmas. All other holidays are to be floaters. Any deviation from this rule must be approved by the commissioner in charge of Personnel or Chief. The exception to the above rules is the day staffs, which are eligible to take holidays on the calendar day on which they fall. Those members who work on New Year's Day, Easter, July 4th, Thanksgiving, or Christmas, shall be given a premium. Employees working straight time receive time and on half their salary working, employees working overtime shall receive double time their salary working. Time off shall be authorized pursuant to the District Overtime Guidelines, Article XXXVIII.

Unused hours less than the work period can be carried over to the next year. Ex. (Day person working eight hours = 8, Day person working ten hours = 10, Shift worker = 10). Time worked will be calculated from 0700 hours the day of the above holiday through the next 24 hours.

Members will be issued Holiday time on Jan 1<sup>st</sup> of each year. New Employees will be issued Holiday time upon being hired for the remaining holidays listed above.

If an Employee is out for an entire calendar year on 207-a that Employee will not receive holiday time for that calendar year.

Upon separation from employment, except for employees terminated for cause, unused holiday time shall be paid out at the employee's per diem rate.

Employees may elect to give up to 25% of their Holidays to members per year, provided that prior written notification is made to the Chief. Days donated shall have no cash in value upon separation of employment.

ARTICLE XV  
HOSPITAL, SURGICAL AND DENTAL INSURANCE

All Employees shall be eligible for membership in the New York State Health Insurance Program (“NYSHIP”) Empire Plan at no cost to the employee. Effective January 1, 2017, and each contract year thereafter, the District will reimburse up to \$1,000 via a Health Reimbursement Account for each unit member enrolled in an individual plan and up to \$2,000 via a Health Reimbursement Account for each unit member enrolled in a Family Plan. Effective January 1, 2017, the reimbursement rate shall be based on an Employee’s status (i.e. individual or family) as of January 15<sup>th</sup> of each year. For Employees hired after January 15<sup>th</sup>, the District’s reimbursement shall be prorated and available for use by the Employee within 15 days of the Employee’s date of hire. To the extent permitted by law, Employees may carry over up to \$500 of unexpended monies into the following plan year. Any amount over \$500 will be forfeited.

To offset any additional out-of-pocket expenses incurred by an Employee, for the period of September 1, 2016 through December 31, 2016, the District shall make a one-time bonus payment of \$300 for any unit member enrolled in an individual plan and \$600 for any unit member enrolled in a family plan. Such payment shall be made no later than September 30, 2016.

Any Employee who can show proof that they are covered by another health plan and elects to refuse District Health coverage will receive payment of \$2400.00/year paid in two (2) equal payments of \$1200.00 the first week of June and in December. Such payment in June and in December in lieu of health insurance will be made during the period in which an Employee is not covered under a District sponsored health insurance plan. Employees seeking to return to the District sponsored health insurance shall return under the terms established by the health insurance carrier.

Dental and vision coverage will continue to be fully paid for by the District for all Employees and dependents. Such coverage in effect shall be continued and may be changed upon mutual agreement of both parties. Vision care coverage shall be terminated upon Employee’s retirement.

The health and dental insurance coverage shall continue for an Employee until his/her death if he/she becomes a retired Employee, or if he/she is retired due to disability, at no cost to the Employee. Effective January 1, 2017, and each contract year thereafter, the District will reimburse up to \$1,000 via a Health Reimbursement Account for each retiree enrolled in an individual plan and up to \$2,000 via a Health Reimbursement Account for each retiree enrolled in a Family Plan. Effective January 1, 2017, the reimbursement rate shall be based on a retiree’s status (i.e. individual or family) as of January 15<sup>th</sup> of each year. For Employees retiring after January 15<sup>th</sup>, the District’s reimbursement shall be prorated and available for use by the retiree within 15 days of the Employee’s date of retirement. To the extent permitted by law, retirees may carry over up to \$500 of unexpended monies into the following plan year. Any amount over \$500 will be forfeited.

Upon the death of the insured, the spouse of the deceased Employee may elect to stay in the plan, but the cost, at the group rate enjoyed by the District, must be paid by the individual.

ARTICLE XVI  
SICK LEAVE

Sick leave is defined as the absence from duty by an Employee of the District by reason of sickness or disability. The leave will be granted with pay, for the amount of time the Employee has on the books. The sick time accrued is calculated on the basis of twelve (12) hours for every month, or (144) hours per year. The unused time may be accumulated for future sick leave with pay, the maximum accumulation being two thousand eight hundred eighty (2880) hours.

Fire Equipment Mechanic shall be entitled to the above mentioned sick leave.

The second pay day in December will be the pay period when unused sick time will be calculated for that year. Employees due payment will receive payment in the next check.

Upon retirement, an Employee can turn in for cash payment predicated on a sliding scale of notice given to the District of his/her accumulated, unused, sick time at straight time, based on the average number of hours per day/shift the Employee worked during their employment. Employees may request from the Board a percentage not to exceed 66% in cases of hardship.

Any Member who is retired due to a work related injury or dies in the line of duty or off duty shall be considered to have fulfilled the highest amount of notice and shall be paid at 100%.

Members will be issued sick time on Jan 1<sup>st</sup> of each year. In the event a Member retires or separates service it will be prorated for the amount of time the Member has worked that calendar year rounded up to the nearest month. Members whose employment is terminated for cause shall not be paid out for unused sick leave. New Employees will be issued time prorated for the remainder of the calendar year upon being hired rounded up to the nearest month.

<b>Length Of Notice</b>	<b>% Of Unused Sick Time</b>
1 year of greater	100%
9 Months to 1 Year or greater	75%
4 Months to 9 Months	66%
0 to 4 Months	50%

For purposes of the payout of unused sick leave upon retirement, an employee must complete the form annexed as Attachment 7 (“Notice of Intent to Retire”). For retirements other than work related disability retirements, the notice of retirement must provide a window of retirement that is no greater than two years. The notice of intent to retire must be submitted within two years of the start date of the range of retirement. For a work related disability retirement, the unit member shall be provided with the payout of unused sick leave as if he/she

provided “1 year or greater” notice so long as at least thirty day notice of the retirement is provided.

When requested by the District, an Employee on sick leave for more than four (4) consecutive working days or two (2) consecutive twenty-four (24) hour shifts,

- 1- Shall provide medical evidence of their condition and,
- 2- When requested, report for examinations by physicians chosen by the District.

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ARTICLE XVII  
BEREAVEMENT LEAVE

In the event of a death in an employee's immediate family, the employee shall be allowed time off with pay for a total of sixty (60) consecutive working hours for each occurrence. The immediate family means spouse, child, parent, brother, or sister. Current mother-in law, father-in-law and grandparents are entitled to thirty-six (36) hours of bereavement leave for each occurrence.

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ARTICLE XVIII  
UNIFORMS

The Fire District will continue the practice of purchasing work uniforms as hereto observed. Replacement of worn and/or permanently soiled work uniforms and turnout gear shall be made promptly after approval by the Chief

The District agrees to provide, and the Employees agree to maintain and clean, the below issued items:

Fire Helmet	Blue Work Pants	Class "A" Uniform	Uniform Badge	Hat Badge
Nomex Hood	Bail Out System	Hi-Viz Winter Coat	Black Tie	Black Belt
Turnout Coat	Turnout Pants	Polo Shirts	Job Shirt	Work Shorts
Fire Boots	Fire Gloves	Safety Shoes or Boots	Winter Hat	Station Jacket
	Extrication Gloves	Safety Glasses	SCBA Mask	Bell Cap
				Uniform Shirt

Uniform Dress Code

Firefighters

All Black safety shoes  
Black Socks  
1 1/4" Leather Black Belt  
Navy Blue Work Pants or Shorts with "AFD" on the left leg  
Navy Blue Polo Shirts 5.11 Brand (or agreed-upon equivalent)  
District Patch on left Sleeve, EMT or MEDIC Patch on Right Sleeve

Lieutenants

Same as Firefighters with following exceptions:  
Light Grey Polo Shirts 5.11 Brand (or agreed-upon equivalent)

Captains

Same as Firefighters with following exceptions:  
White Button Down Short Sleeve Shirt with Collar Brass and Badge  
Navy Blue Work Pants Only

Mechanics

Same as Firefighters with following exceptions:  
Safety Boot  
Covered Button Long Sleeve Shirt or Navy Blue Polo Shirt

Appearance

Shirts without ties will be buttoned up excluding top button.  
Blue uniform hat or cap may be worn at any time.  
Blue Baseball Hats shall say "AFD" only.  
Blue T shirts authorized Fire Dept. T shirts (Lieutenants shall wear grey T-shirts and Captains shall wear white) or authorized union shirts are to be worn under uniform shirt.  
A T shirt as described above shall be worn under any uniform shirt.  
A non-zippered navy blue sweatshirt or job shirt, with or without hoods, with the approved insignia, may be worn.

An approved turtleneck or long sleeve T shirt, with the approved insignia, may be worn under uniform shirt.

Safety Shoes are to be clean and presentable at all times.

Hat Visor to be clean at all times.

Sideburns shall not be lower than ear lobe.

Mustaches shall not exceed upper lip line.

Beards will not be permitted.

Winter hat.

All members must be ready to accommodate memorials, public events and/or the Chiefs

Discretion for events by having navy blue work pants and uniform shirts at all times.

No uniform shoe taller than 6 inches high shall be worn with uniform shorts.

Black socks no higher than the top of the ankle shall be worn with uniform shorts.

Quilted Navy Blue jackets or Vest with approved insignia only may be worn.

The approved insignia will be attached to this article.

### Quantity and Issuing of Items

Safety Shoes or Boots: Up to one (1) pair of safety shoes or boots will be purchased per year for the Employee by the District, up to a maximum of \$115 using a District vendor. In the event of damage and/or contamination and upon approval by the Chief, a replacement pair will be purchased. Should the style or size of the safety shoe or boot not be available through a District vendor, the employee must get approval from the Chief prior to using an outside source to purchase on their own. The safety shoe or boot must meet be approved by the Chief and meet all safety guidelines. The District will reimburse the Employee up to a maximum of \$115.00 (including shipping and handling fees or sales tax). If the cost exceeds \$115.00, the Employee shall be responsible for the additional costs. If a District vendor is used to purchase the safety shoe or boot, the Employee will be billed by the District's business office for the amount in excess of \$115.00 and be expected to pay the overage within 30 calendar days of receipt of notification. If the Employee uses an outside source, the Employee will not be reimbursed until such time the Employee submits adequate proof of purchase and approval given by the Chief prior to purchase. Mechanics shall be entitled to two (2) pairs of safety boots a year.

Purchase of Uniforms All uniforms will be purchased in accordance to bid specifications and vendor(s) awarded to such bid will be used. The Employee will submit a request in writing on a form provided by the Fire District and the Fire District will issue up to the following quantities for each annual order in September:

4 – Polo Style Shirts (Mechanics, FF's and LT's only)

4 - Button Down Short Sleeve Shirt (Captains only)

5 – Covered Button Long Sleeve Shirt (Mechanics only)

4 – Blue Work Pants and/or Blue Work Shorts Total (Pants only for Capt.)

1 – Jacket

1 – 1 ¼" Black Leather Belt

1 - Job Shirt

Safety Shoes or boots per above paragraph

The Hi Viz winter coat will be replaced as needed.

Upon date of hire, the Fire District will purchase and issue the following quantities, and the Employee agrees to follow the rules above for seasonal orders:

- 5 – Long Sleeve Shirts and/or Short Sleeve Shirts as academy dictates
- 5 – Polo Style Shirts
- 5 – Blue Work Pants
- 1 – Jacket
- 1 – Agreed Upon Winter Coat (Hi Viz)
- 1 – Class “A” Dress Uniform with Shirt and Dress Shoes
- 1 – Safety Shoes or Boots
- 1 – Black Belt
- 1 – Winter Knit Hat

Members of Technical Rescue teams will be issued 2 navy blue BDU’s (pants and shirts) at the technician level and Fire Investigation members who are Level 1 or Level 2 Investigators. In the event of damage and/or contamination and upon approval by the Chief, a replacement item(s) will be purchased.

#### Promotions or Demotions

In the event an Employee is promoted or demoted to another rank or title, work uniforms, Class “A” Dress uniforms, shirt badges and hat badges will be purchased and issued by the Fire District to comply with the new rank or title.

Class “A” Dress uniforms shall be worn with the corresponding dress shirt for the following ranks:

Captains and Lieutenants shall wear white button down  
Firefighters and Mechanics shall wear a light blue button down

ARTICLE XIX  
RETIREMENT PLAN

The District will continue its participation in the New York State Policemen's and Fireman's Retirement System to provide the 384-e, 20 year plan for all Firefighters. This plan allows for retirement after completion of twenty (20) years of service, with the additional 1/60th benefit over 20 years, regardless of age. The amount each member receives is determined by the New York State Retirement and Social Security Law. All Firefighters shall be automatically enrolled in the twenty (20) year retirement plan. Firefighters must notify the District of their intention not to enroll in the twenty (20) year plan. The District will continue to provide the twenty-five (25) year plan and if some of the Firefighters service exceeds twenty-five (25) years, their retirement plan can be placed into a different plan, one predicated on percentages of total number of years served. Firefighters must notify the District of their intention to enroll in either of these two alternate plans.

Retirement for Paramedics and Fire Equipment Mechanic's Helper will be provided through the New York State Retirement System under tier 4 from the date of hire. Premiums will be deducted from the weekly salary as required by law with the balance paid directly by the Fire District.

ARTICLE XX  
UNION BUSINESS LEAVE

Negotiation and grievance committee members will not have the time needed to conduct their business charged against their personal time.

A total of 180 hours off per year, in no less than four (4) hours per leave, will be given for other union business provided that the appropriate form is filled out and signed by the local president and one (1) week notice in advance in writing is given to the Chief.

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ARTICLE XXI  
SAVING CLAUSE

If any provision of this Agreement, or the application of a provision, should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

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ARTICLE XXII  
GROUP LIFE INSURANCE

Each employee will be covered by a \$25,000 life insurance policy. Life insurance will include accidental death benefit equal to the sum of \$25,000. Also included is a dismemberment clause which is equal to face value of policy. When an employee retires or leaves employment they have a thirty (30) day conversion period. If an employee retires on a disability, the insurance is still enforced. If an employee goes on an unpaid leave of absence for more than thirty (30) Days, such life insurance shall be continued provided such employee pays the premium for his/her coverage.

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ARTICLE XXIII  
CALL BACK

For the purposes of this Article, call back is defined as the call back to duty of an employee after he or she has reported off duty and before their next following tour of duty. When an employee is called back to duty with 72 hours' notice or greater, they shall be paid a minimum of two (2) hours and hourly thereafter at time and one half for the classification of work they were called back for. When an employee is called back to duty with less than 72 hours' notice, they shall be paid in units of two (2) hours for up to four (4) hours and hourly thereafter at time and one-half for the classification of work they were called back for.

Call back shall only be operative when issued by Commissioners, the Chief, Assistant Chief, the EMS Director, Assistant EMS Director, Fire Captains, or in their absence, the commanding officer in charge.

When needed and authorized by the Chief, Assistant Chief, or officer in charge (as per contract), the "appropriate shift"\* will be notified with a pre-determined number of personnel to be called back to duty. Should additional manpower be needed, the same procedure will be followed. For incidents of 2nd alarm or greater, an entire shift's personnel will be automatically called for each greater alarm. Each person called back will sign in the log book and note that it is callback and the time he/she was notified. Each person will then report to the officer in charge for assignment.

\*Appropriate shift will be defined as follows;  
24 hour shift calls opposing shift. Example 1 working calls 2, 3 working calls 4.  
Day shift members will be called as follows:  
M-Th staff called from 7am Saturday thru 7 am Sunday  
T-F staff called 7am Sunday thru 7am Monday  
M-F staff called 5pm Saturday thru 5pm Sunday

It is recognized that circumstances will arise where personnel with specialized training, or specialized teams, will be required to mitigate an incident. When these incidents occur, the commanding officer in charge is authorized to callback any individual, or groups of personnel, whose specialized training will be required at the incident scene. Compensation shall be as outlined above.

ARTICLE XXIV  
WORKING OUT OF CLASSIFICATION

Working out of classification occurs when a unit member is assigned to work as a Captain, Lieutenant, or Firefighter Mechanic when the unit member does not hold such title. A unit member who works out of classification shall receive the base hourly rate of the out of classification position for the applicable shift. For example, if a Captain covers the Lieutenant vacancy, he or she shall be paid at the Lieutenant base rate of pay when serving in that capacity. If a Lieutenant covers the Captain vacancy, he or she shall be paid at the Captain base rate of pay when serving in that capacity.

When a scheduled Captain's vacancy occurs, an off-duty Captain shall fill the position. In the event that no off-duty Captain accepts the position, the scheduled group Lieutenants shall be offered to work as Acting Captain in order of seniority. In the event that no scheduled group Lieutenant accepts the Acting Captain position, the remaining off-duty Lieutenants shall be offered to work as Acting Captain.

When a scheduled Lieutenant's vacancy occurs, an off-duty Lieutenant shall fill that position. In the event that no off-duty Lieutenant accepts the position, the off-duty Captains shall be offered the vacant Lieutenant position. In the event that no off-duty Captain or off-duty Lieutenant accepts the vacant Lieutenant position, the position of Acting Lieutenant shall be offered to the schedule Firefighters, whose names appear on the current Civil Service Promotional list for Lieutenant, in declining order of seniority. Seniority will be based on appointment as a Firefighter in the Arlington Fire District.

If no scheduled Firefighter, whose name appears on the current Civil Service Promotional list for Lieutenant, accepts the position, or if no scheduled Firefighter meets the above criteria, then the position of Acting Lieutenant shall be offered to off-duty Firefighters whose names appear on the current Civil Service Promotional list for Lieutenant, subject to the applicable overtime guidelines.

Firefighter Mechanic vacancies shall be filled in accordance with Article XXXII, § 2. Any unit member in the job title of Firefighter Mechanic who is assigned by the Chief or his/her designee to assume the majority of the responsibilities of the Master Mechanic position for a period of fourteen (14) consecutive work days, shall receive the base hourly rate of the Master Mechanic position for the applicable shifts retroactive to the first day he or she assumed the majority of the responsibilities.

ARTICLE XXV  
EDUCATIONAL INCENTIVE PAY

All District personnel, except Paramedics and Fire Equipment Mechanics, are required to have Certified First Responder (or equivalent) and CPR cards, minimum. If a Firefighter's CFR, EMT, or AEMT-P status expires due to failure to obtain re-certification, they shall be allowed six (6) months to enroll in the next earliest available Certified First Responder course within a twenty (20) mile radius and/or Dutchess County. Upon the Expiration of an Employee's certification, the educational incentive will cease.

All District Paramedic's and Firefighter/Medics will be required to maintain certification as New York State AEMT-P, ACLS, and a regional M.A.C. card at all times. If a Paramedic's certification expires due to failure to obtain re-certification, they will be allowed six (6) months to obtain such re-certification. During any period when a Paramedic does not hold the required certification, the District will continue full pay for the amount of time that person has accrued, then go on unpaid leave of absence until such time as they re-cert or reach six (6) months without pay.

Fire Equipment Mechanics are required to have CPR and will be afforded the opportunity to obtain Certified First Responder certification (or equivalent), receiving overtime, as outlined in Article XII, for hours required above and beyond the normal work schedule. Fire Equipment Mechanics will not be entitled to additional stipends for obtaining EMT or AEMT-P certification.

District employees who have CFR certification will be required to maintain practicing privileges with this Department by maintaining the following:

- current certification as a New York State CFR
- completing Blood Borne Pathogens refresher training annually
- completing bi-annual CFR skills review
- completing CPR review annually
- maintain a current CPR certification
- attaining 20 CME drill credits

District employees who have EMT certification will be required to maintain practicing privileges with this Department by maintaining the following:

- current certification as a New York State EMT
- completing Blood Borne Pathogens refresher training annually
- completing bi-annual EMT skill review
- completing CPR review annually
- maintain a current CPR certification

- attaining 20 CME drill credits

All civilian Paramedics and Firefighter/Paramedics receiving the Paramedic stipend will be required to maintain practicing privileges with this Department by maintaining the following:

- current certification as a New York State AEMT-P
- current ACLS certification
- current Regional MAC certification
- completing Blood Borne Pathogens refresher training annually
- completing bi-annual ALS skill review
- completing CPR review annually
- maintain a current CPR certification
- attaining 20 CME drill credits

An Employee shall notify the Fire District in writing of their interest in practicing in this system and also when an Employee wishes to downgrade to a lower level. The Fire District will pay the below listed amount, per year, to any employee, except Paramedics, who obtain and maintain certification as an EMT or Firefighter/Medic AEMT-P. A Firefighter must maintain Arlington Fire District-EMT certification in order to receive the EMT Stipend below.

The below listed stipends, for employees maintaining certification, will increase yearly per Article IX (Salary) of this agreement.

	2016	2017	2018	2019	2020	2021
EMT	\$3,936.10	\$4,014.82	\$4,095.12	\$4,177.02	\$4,260.56	\$4,345.77
AEMT-P	\$7,057.84	\$7,199.00	\$7,342.98	\$7,489.84	\$7,639.63	\$7,792.43

District Employees may re-certify as an EMT or AEMT-P by electing to participate in the Continuing Medical Education (CME) program under the following conditions. The intent of this CME method of re-certification is to provide continuing medical education while the Employees are on duty.

1. This program is a three year Continuing Medical Education program with the Arlington Fire District and the Dutchess Community College instructors.
2. After an Employee has signed the appropriate form and has been accepted into the program, they should attend all required non-core classes at A.F.D. while on duty, when operationally possible. Any required core classes offered by A.F.D. while on duty should also be attended when operationally possible.
3. The D.C.C. and the A.F.D. will provide the instructors to teach the classes for the employees while on duty. These classes should be given both during the day and evenings.

4. Any Employee who must attend a CME class while off duty which cannot be provided while said employee is scheduled to work, shall be compensated per Article XII (OT).
5. A.F.D. will take care of the majority of the paper work for their certification program, but there will be times when the Employees will have to make copies of classes attended and have paperwork submitted to A.F.D.
6. This CME program will be in effect as long as it is offered by NYS.
7. Employees shall be entitled to a maximum of 72 hours of compensated CME hours per Article XII (OT), plus any required class to maintain regional MAC certification, per each EMT or AEMT-P card certification cycle.

The District will reimburse an employee up to four (4) credit hours for Spring, Summer, and Fall semester courses, for tuition at either a public or private school upon successful completion of a course in a matriculated program. The District will reimburse the employee for required books and materials at actual cost; for associated fees up to \$150.00 per semester; and for tuition not to exceed the actual rate for SUNY schools, or for tuition at the rate equal to the closest 4-year SUNY school for private schools. An employee must submit the full cost of a course, based on credit hours, and can submit for partial payment to make up remaining credits to the maximum allowable. The employee must achieve a grade "B" or better final grade.

ARTICLE XXVI  
SAFETY AND HEALTH COMMITTEE

The District and the Association agree to form a joint committee which shall be known as "The Safety and Health Committee" with a membership of six (6) individuals; three (3) to be appointed by the Association with at least one (1) being a fire officer and two (2) from the District and the Chief.

This committee shall meet monthly or as often as necessary in order to fulfill its responsibilities, but at no time does the Association intend to assume management's responsibilities to provide the highest standard of safety and health for its employees.

A written request signed by two (2) members and mailed at least five (5) days prior thereto to all other members of the committee shall be sufficient to convene the committee. Five (5) members shall constitute a quorum. It shall be the function and purpose of the Safety and Health Committee:

- (A) To discuss safety on the job and to make recommendations on all safety problems considered by the committee.
- (B) To review reports of on the job related accidents and their cause and possible prevention: (also deaths, injuries and illnesses).
- (C) To consider and make recommendations on the purchase of all firefighting equipment.
- (D) To regularly review manning provisions and to make recommendations concerning the same.
- (E) To review training procedures and methods for firefighters and fire officers and to make recommendations concerning the same.
- (F) To review copies of all written grievances involving safety filed by members of the bargaining unit.  
The committee shall have no power to process or settle grievances which shall be handled in accordance with the grievance procedure contained in this Agreement.
- (G) To review and make recommendations on the District Operating Guidelines and Rules and Regulations.

Copies of all changes will be sent to the Associations Safety and Health Chairman.

ARTICLE XXVII  
HOLD HARMLESS CLAUSE

Since all Arlington Firefighters are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken in the Arlington Fire District by a Firefighter of the District on his time off, which would be appropriate if taken by a Firefighter on active duty, if present or available, shall be considered official action, and the Firefighter shall have all the rights to benefits concerning such activities, as though he/she were then on active duty.

The District shall defend and indemnify employees to the extent permitted under Section 18 of the Public Officers Law.

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ARTICLE XXVIII  
PERSONAL LEAVE

The Fire District agrees to allow sixty (60) hours personal leave time for Employees and thirty- two (32) hours for Fire Equipment Mechanic's Helper, per year to conduct one's personal business. An Employee cannot take a personal leave day on New Year's Day, Easter, July 4<sup>th</sup>, Thanksgiving, or Christmas.

Unused personal leave time cannot be carried over to the following calendar year, but will be turned into sick time instead. Such time shall be credited as sick leave at the start of the following fiscal year.

Members will be issued personal leave time on Jan 1<sup>st</sup> of each year. New Employees will be issued personal leave upon being hired.

Except for retirement, there shall be no cash in value for personal leave upon separation from service unless such time has been turned into sick time and cashed in under Article XVI. A unit member who retires may cash in unused personal leave at the per diem value.

ARTICLE XXIX  
RETROACTIVITY OF 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 upon the signing of a new agreement all rights, privileges, and benefits of said new Agreement will be considered to have been in full force and effect as of the day following the date of expiration of this Agreement, and all rights, privileges, and benefits shall be paid and granted as of said date.

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ARTICLE XXX  
CONTINUATION OF AGREEMENT

In the event that a new Agreement has not been negotiated by the expiration date of this Agreement, this Agreement shall continue in full force and effect until such time as a new Agreement is executed. All disputes resulting from contract negotiations shall be settled through binding arbitration.

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ARTICLE XXXI  
TRANSFERS

A transfer occurs when an Employee is permanently assigned or temporarily assigned to a different group, a different work schedule, or different duty station.

If a position opens which requires a transfer, the position will be offered to all Employees who are eligible for that position in declining order of seniority. If the position is declined by all said Employees, the position will be assigned to the least senior Employee, except when such assignment, in the discretion of the Board, will not meet the needs of the District, in which case the position will be assigned to the least senior Employee whose experience is sufficient to meet such needs. Such assignment shall be reviewed periodically for the purpose of replacement by the least senior Employee.

Supervisory positions in charge of personnel shall not coerce, pressure or force any Member into foregoing their rights under this article.

Seniority shall be determined by continuous service in the Arlington Fire District calculated from the date of hire. A Paramedic who is promoted to a Firefighter's position will maintain their "in House" seniority from the date of hire as long as they continue as a Firefighter/Medic. If they are unable to continue to work as a Firefighter/Medic within the Fire District, then their seniority will change to the date that they were promoted to the Firefighters position in the Fire District. An Officer's seniority shall be from the date of promotion to that rank for all issues involving the Officer's position. (ie., Openings, Transfers, Time Off, etc.).

This same concept applies to a Firefighter who wishes to become a Paramedic only, their "in house" seniority will start the day they no longer are able to work as a Firefighter.

Continuous service shall only be broken by resignation, discharge, or retirement. Employees with the same date of hire shall be assigned to the seniority list in order of their eligibility on the Civil Service eligibility list.

MOA  
IN-HOUSE SENIORITY

In-house seniority for Fire Captains will be established as follows:

The initial six (6) appointees to the position of Fire Captain will be ranked based upon their date of appointment to the rank of Fire Lieutenant. This will include the provisional appointments and the initial six (6) appointments based on the results of the upcoming Fire Captain promotional exam.

For all subsequent officer appointments, in-house seniority will be assigned based on their date of appointment. If multiple appointments are made at the same time, the hiring process by the Board of Fire Commissioners will dictate seniority.

It is understood between the Fire District and the Local that no transfer between Shift, Training and/or Fire Prevention Captain positions will be entertained during the provisional phase of the promotion process. If the incumbent candidate is reachable and appointed from the upcoming Fire Captain promotional exam, the incumbent candidate will remain within the division where they are currently assigned. It is understood by all parties that, following the promotional exam, provisional candidates for these positions may not be appointed as a Fire Captain upon the Civil Service process.

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ARTICLE XXXII  
STAFFING AND CERTIFICATION

1. Upon the contracting-out of the transportation portion of ALS/Paramedic Services and Basic Life Support, but no later than January 1, 2017, the Fire District agrees to authorize the hiring of overtime to maintain the following minimum staffing levels 24 hours a day, seven (7) days a week:
  - a. Headquarters – One Captain , One Lieutenant , Three Firefighters and One Firefighter/Paramedic
  - b. Station 3- Two Firefighters or One Firefighter and One Firefighter/Paramedic
  - c. Station 4- One Firefighter and One Firefighter/Paramedic
  - d. Station 5- One Lieutenant, One Firefighter and One Firefighter/Paramedic

Notwithstanding the foregoing, should call volume fall below an average of 4,850 calls in the previous two consecutive years, the District reserves the right to reduce staffing levels in the following fiscal year to an amount less than that set forth above.

The minimum staffing levels set forth above shall sunset at the expiration of this Agreement. Upon expiration of this Agreement, the required minimum staffing levels shall revert to the following:

- a) One (1) Captain, one (1) Lieutenant, four (4) Firefighters, and one (1) Firefighter/Medic, will be assigned to Headquarters at all times, 24 hours a day, seven (7) days a week.
- b) One (1) Lieutenant and at least two (2) Firefighters, and one (1) Firefighter/medic, will be assigned per the transfer Article to Station #3 or Station #5, Monday thru Friday, 7 am to 5pm. If a Firefighter/Medic is not available to work then that position will be filled with a Firefighter.

None of the above staffing level requirements shall be interpreted to require the District to ensure certain equipment at each station and/or at Headquarters.

2. The Fire District authorizes the hiring of overtime to backfill Firefighter Mechanics and/or the Fire Equipment Mechanic's position to maintain a minimum staffing level of two in the shop. These positions will not be filled during times when the Maintenance Shop is closed.
3. It is agreed that the groups will be allowed to schedule Members assigned to the group on vacation and/or holiday leave on any given day, as per the District Overtime Guidelines, Article XXXVIII, based on the following scale:

<u>Group Number</u>	<u>Allowed Off</u>	<u>Group Number</u>	<u>Allowed Off</u>
2	1	9	5
3	2	10	5
4	2	11	6
5	3	12	6
6	3	13	6
7	4	14	6
8	4	15	7

4. It is agreed upon that the current Overtime Guidelines will be separated in those effecting the Fire District operations and those used within the Local to administrate the overtime book.
5. It is agreed that personnel will be authorized one (1) Hour of overtime payment for occasions when last minute call-ins and late scheduling of time off necessitate changes in a personnel's scheduled duty assignments.
6. The District's goal shall be to staff any fire apparatus responding to a call with no less than two unit members, other than a Firefighter/Mechanic.
7. The District shall maintain a minimum staffing level of 13 at all times, subject to the limitations set forth in Paragraph 1 of this Article. The Day Staff (as defined in Article XI) will not count towards the minimum staffing level.
8. In the event any station cannot be physically manned the manpower from said station will be moved to a station that can accommodate the personnel.
9. No Employee shall be counted towards the minimum staffing in this Article who is assigned to an ambulance to provide EMS transport.
10. Members on 207-a will not count towards group numbers.

ARTICLE XXXIII  
TEACHING AND ASSISTING M.T.O.

Career Staff may teach, or assist the Captain./Municipal Training Officer (MTO) and the Lieutenant/Municipal Fire Instructor (MFI) of the Arlington Fire District, when requested under the following guidelines:

1) A Career Training Bureau Member may assist the MTO or MFI at drills and classes if they meet the following requirement(s):

- a. Member must have at least three (3) years' experience as a career Firefighter.
- b. Member must have has specific knowledge of the subject being taught.
- c. Member has at least NYS Training Officer Workshop 1.

2) A Career Training Bureau Member may instruct drills and classes, and may assist the MTO or MFI to instruct NYS schools if they meet the following requirement(s):

- a. Member has at least four (4) years as a career Firefighter in the Arlington Fire District.
- b. Member has specific knowledge in topic(s) being presented.
- c. Member must have designation by NYS OFPC as a Municipal Fire Instructor (MFI).

3) A Career Training Bureau Member may instruct NYS Schools if they meet the following requirements(s):

- a. Member has at least four (4) years as a career Firefighter in the Arlington Fire District.
- b. Member is certified by NYS OFPC to teach the specific course.
- c. Member must have designation by NYS OFPC as a Municipal Fire Instructor (MFI).

Approval by the Chief will be needed for all training overtime. The members of the career staff who teach or assist consistent with this article will be compensated for their time per Articles: XII, XXIII with 1 and 2 being Lieutenants level and 3 being Captains level.

ARTICLE XXXIV  
FIRE INVESTIGATION

It is hereby agreed by and between the Arlington Fire District (A.F.D.) and the Arlington Professional Firefighters Association, Local 2393, that members of Local 2393 may assist the Captain/Fire Prevention Officer (FPO) in the investigation offices and investigate fires in the absence of the FPO as outlined within this agreement.

1. A member may assist in the fire investigation process with the FPO if they meet the following requirement(s):
  - a. Member must have at least two (2) years' experience as a career Firefighter in the Arlington Fire District.
  - b. Member must have completed the following NYS fire courses:
    - a) Fire Behavior and Arson Awareness;
    - b) Principles of Fire Investigations or Cause and Origin Determination.
2. If the FPO is unable to be contacted or unable to conduct the investigation, a member may investigate fires if they meet the following requirement(s):
  - a. Member must have at least four (4) years as a career Firefighter in the Arlington Fire District;
  - b. Member has completed NYS fire/Arson Investigation Course;
  - c. Member has completed at least NYS Fire Investigator Level I.
3. A list of members who are eligible for above activities shall be compiled by the Chief and maintained by the District and the Overtime Chairman for accuracy.
4. Approval for members assisting or investigation offices shall be made by the OIC of the incident.
5. The members of the career Staff who assist or investigate as outlined above will be compensated for their time per the following articles of the contract:
  - I. Article XII "Overtime"
  - II. Article XXIII "Callback"
  - III. Article XXIV "Working out of Classification" with 1 at Lieutenants level and 2 being Captains level

ARTICLE XXXV  
FIREFIGHTER/MEDIC PROGRAM

The Fire District and Local #2393 agree that the Association will continue providing ALS/Paramedic service and Basic Life Support for all calls within the Fire District with the understanding that the District may, at its discretion, contract out the transportation portion of such ALS/Paramedic services and Basic Life Support, and so have agreed to the following.

The Fire District and the Association have agreed to allow the Paramedics who have passed and are on a current Civil Service Firefighter's exam list to be transferred to Firefighter and to allow Firefighters to go to school to gain their Paramedic certification in order to do Firefighter/Medic work for the Fire District. To make this program work, training of Firefighters needs to be ongoing. In the event that there are fewer than twenty (20) Firefighters who have Paramedic certification, the District can set the number of Firefighters (no less than one per year, should there be applications) who may attend each class, with the understanding that this training will be offered each year.

Should there be at least twenty (20) Firefighters who have Paramedic certification, the District shall maintain the sole discretion whether or not to approve the cost of school for a firefighter to continue to gain his/her Paramedic certificate in order to do Firefighter/Medic work for the Fire District.

Those Firefighters who gain their Paramedic certification or re-certification by the Fire District will be expected to do "Firefighter/Medic" work as "Paramedics" had done, for a minimum of three (3) years from the date of their Paramedic certification or re-certification. If a Firefighter decides they cannot continue to work as a Firefighter/Medic, they will give the Fire District one (1) year prior notice of not continuing and if the Firefighter has not completed their three (3) year commitment, then this employee shall reimburse the Fire District for the cost of the tuition from the last paramedic or re-certification course they took and discontinue receiving the incentive pay per Article XXV, Educational Incentive Pay as of the date of non-continuance. By signing this Agreement, to allow Firefighters to perform Firefighter/Medic duties, the Association shall not lose any exclusive rights to those job duties which were and would be performed by "Paramedics." If the Association is unable to provide a sufficient number of Firefighter/Medics to maintain agreed to levels of staffing per Article XXXII, then the Fire District retains the right to hire "Paramedics."

ARTICLE XXXVI  
EARLY RETIREMENT INCENTIVE

An employee with twenty (20) years of active service in the Arlington Fire District as a member of the career staff shall receive the following with at least six (6) months prior written notice.

- 1- fifty percent (50%) of an eligible member's base salary as defined in Article IX of the collective Bargaining Agreement between the Arlington Fire District and the Arlington Professional Firefighters Association, IAFF Local 2393.
  - 2- A percentage of an eligible member's sick leave days accrued through the effective date as indicated in Article XVI-Sick Leave.
  - 3- An eligible member's vacation days and paid holidays accrued through the effective date.
- Once a member has completed his/her twenty-first (21) year of active service in the Arlington Fire District, they will not be eligible for this retirement incentive. The Fire District may offer an additional retirement incentive at their discretion.

Unit members who transitioned from a non-firefighter position to a firefighter position shall be eligible for the incentive in the unit member's first year of eligibility to retire with NYS Police and Fire Retirement System without penalty. Once the unit member has passed his/her first year of eligibility to retire without penalty, he/she shall no longer be eligible for the incentive.

ARTICLE XXXVII  
LEGISLATIVE AUTHORITY

It is agreed by and between the parties that any provision of this Agreement requiring action to permit its implementation by amendment of law or by providing 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.

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ARTICLE XXXVIII  
DISTRICT OVERTIME GUIDELINES

1. Time and one half (1.5) in pay or compensation will be made to all personnel who are working in place of another. No other extra compensation will be paid except as agreed to by the District and the Union.
2. The Captain will require each shift to estimate when each person is requesting time off so that any conflict may be worked out as soon as possible.
3. It will be the responsibility of the overtime chairman or his designee to keep the O.T. book up to date and accurate. All O.T. shall be logged in by the overtime chairman or his designee.
4. Overtime sheets will be given to the Chief or his designee for purposes of payroll.
5. The Union will continue to maintain and effect the overtime policies of the Arlington Fire District.
6. Staffing levels will be maintained as per Article XXXII- STAFFING AND CERTIFICATION
7. If a scheduled time off cannot be covered by an overtime person, then the least senior person scheduled to work will be called back unless they are on bereavement time or sick time, then the next junior person will be called back.

ARTICLE XXXIX  
FIRE PREVENTION EDUCATION

It is hereby agreed by and between the Arlington Fire District (A.F.D.) and the Arlington Professional Firefighters Association, Local 2393 that members of Local 2393 may participate in Fire Prevention Education activities as outlined within this agreement.

1. A member may assist the Captain/Fire Prevention Officer (FPO) in conducting Fire Prevention education activities if they meet the following requirement(s):
  - a. Member must have at least one (1) year as a career Firefighter in the Arlington Fire District and be off of probation.
  - b. Member shall have taken A.F.D. course on Fire Prevention Education.
2. A member may conduct Fire Prevention education activities in the absence of the FPO if they meet the following requirement(s):
  - a. Member must have at least two (2) years as a career member of the Arlington Fire District.
  - b. Member must have at least NYS TOW 1, Educational Methodology, certified teaching credentials, or life experience will be taken into account.
3. A list of members who are eligible for above activities shall be compiled by the Chief and maintained by the District and the Overtime Chairman for accuracy.
4. Approval for members in assisting or conducting Fire Prevention educational activities shall be made by the Chief, per a request from the FPO.
5. The members of the career staff who assist or conduct as outlined above will be compensated for their time per the following articles of the contract:
  - I. Article XII "Overtime"
  - II. Article XXIII "Callback"
  - III. Article XXIV "Working out of Classification" with 1 at Lieutenants level and 2 being Captains level
6. The practice of using on duty personnel to help the FPO with Fire Prevention shall continue, such as helping individuals into and out of Fire Prevention trailer, handing out fire prevention literature, and displaying fire equipment. The criteria outlined in this addendum are specifically intended to provide qualifications for Firefighters who teach Fire Prevention activities.

ARTICLE XL  
PROBATIONARY FIREFIGHTER STEPS

The probationary Firefighter (PF) reporting to work will be under the supervision of either the Duty Officer or the MTO. A copy of these guidelines will be given to each PF upon being hired by the Fire District.

STEP 1- This step will include the time needed for the PF to complete their minimum EMS training, basic firefighting training (229 hours), and the Arlington Fire District orientation and training. The PF shall be compensated 80 hours per article XII, for a total of 120 hours of compensatory time off, for travel time. Upon graduation of “Probie School”, each PF will be required to take 40 hours of compensatory time off and the additional 80 hours to be used before the employees first year anniversary date. When the MTO believes the new employee has completed all pertinent parts of this step satisfactorily, then the Chief should be notified of completion and recommendation for moving the PF to step 2.

STEP 2- At step 2 the PF will gain experience by working days under the supervision of the MTO and/or Duty Officer. The PF will perform duties as assigned, but will not work unsupervised. The PF who have the proper certification and have met the Arlington EMS system requirements and approval, will start and continue to receive the appropriate educational incentive per the contract, once the PF is put into a position of providing EMS service for the Fire District. Evaluation forms will be filled out at the end of each shift. The Chief and the MTO will evaluate, with information from the Duty Officer’s evaluation forms, and make recommendation for moving the PF to step 3.

STEP 3- This step will prepare the PF to transition to step 4. The PF will be assigned to work 12 hours (7a-7p) for two days and have two days off. This will continue for seven (7) cycles. This may be extended as necessary. The PF will be under the direct supervision of the Duty Officer on the group they are assigned to for that period. A Mentor will assist with direct contact with the PF and work in a supervised manner with increasing responsibilities. The PF will start and continue to receive two (2) hours O.T., per the contract, once assigned to a group at step 3. Evaluation forms will be filled out at the end of each shift. The Chief and the MTO will evaluate, with information from the Duty Officer’s evaluation forms, and make recommendation for moving the PF to step 4.

STEP 4- This step will provide the PF with increased responsibility and experience by working on shift and with a group. The PF will be under the direct supervision of the Duty Officer on the Group they are assigned to. The selection of the Mentor shall be done collaboratively among the Chief, MTO and Shift Captain of the group to which the PF is assigned; however, the final decision shall rest with the Chief should the parties be unable to reach consensus. The PF will work in a supervised manner and will not replace a Firefighter or a Firefighter/medic who is off duty. The PF will have increased responsibility with less supervision as the employee

demonstrates that he/she can do the work satisfactorily. This step will last approximately one month. The Duty Officer will fill out the evaluation form at the end of each shift. At the end of the two one month period, the Chief, MTO, and appropriate Duty Officers will make a recommendation whether to move the PF to step 5.

STEP 5 The PF may be assigned to a group or on as day personnel with increased responsibility and in a more unsupervised manner, but still will not replace a Firefighter or Firefighter/medic who is off duty. PF that have paramedic certification and have met the Arlington EMS system requirements and approval may start to practice and fulfill the Districts EMS/ALS provisions. Evaluations at this time will be informal and orally to assist in guidance and motivation. If favorable evaluations, the PF will be scheduled for removal from the Civil Service before the PF first year anniversary. The Chief, MTO, and Chairman of the Board will meet for a final determination of the PF status. If, in the opinion of the MTO, the individual has been adequately trained following the completion of Step 4, Step 5 may be bypassed entirely and the individual will be removed from probationary status and placed into a schedule per the transfer article.

ARTICLE XLI  
DRUG AND ALCOHOL POLICY

**SECTION 1: STATEMENT OF POLICY**

The Arlington Fire District (hereafter the Fire District) and Arlington Professional Fire Fighters Assc. Local 2393 (hereafter the Union) recognize drug and alcohol abuse as a threat to the health and safety of all employees and to members of the public. Thus the Fire District will take the following steps, including drug testing, to maintain a workforce free from drug and alcohol abuse. It is the goal of this policy to prevent drug and alcohol abuse, reduce the risk of injury to employees, members of the Fire Department, and to the public, rehabilitate rather than terminate the employment of workers who are abusing drugs or alcohol, and to promote health and safety in general. No employee shall be disciplined for drug or alcohol use without first having been offered the opportunity to discontinue use through personal choice or by treatment for chemical dependency, if such treatment is needed. All employees will be fully informed of the Fire District's substance abuse policy before testing is administered. The Fire District and the Union are desirous of maintaining a safe, healthy, and productive work environment for all employees and for the integrity of the Department.

**SECTION 2: EMPLOYEE ASSISTANCE PROGRAM**

The Fire District and the Union recognize that an effective employee assistance program is a crucial component of the Fire District's substance abuse policy. Accordingly, the Fire District has contracted with the "St. Francis Hospital-The Work Place-Employees Assistance Program" (hereafter referred to as (EAP) to provide this service. Employees with substance abuse problems are strongly encourage to voluntarily seek self-help through the EAP. Employees with substance abuse problems who voluntarily participate or are referred to the program shall be subject to the conditions as set forth below.

The Fire District recognizes that an employee assistance program handles many problems in addition to that of substance abuse and that the EAP provides information, guidance and treatment for problems and illness on a confidential basis. The relationship between the employee and the EAP is and continues to be of a confidential nature except as specifically provided herein.

**SECTION 3: VOLUNTARY REFERRAL**

3-A: Employees who voluntarily seek assessment for treatment for substance abuse, shall notify the EAP of their desire to participate in a program. The employee and a representative of the EAP shall meet as soon as possible for purposes of discussion and possible treatment alternatives.

3-A-1: Information concerning the employee's participation a treatment program shall be confidential and maintained in a manner to restrict access except under limited circumstances described herein. An employee shall not be subject to disciplinary action solely on his/her participation in a voluntary treatment program.

In the event that an employee who is participating in a treatment program voluntarily, but needs to use contractual leave time off in an inconsistent manner with existing rules or runs out of contractual leave time and needs to be placed on unpaid leave of absence for no more than one

(1) year, for the period of attendance in a treatment program, must inform the Chief of their participation in a treatment program. Annexed to this agreement as appendix "A" is a form agreement which when signed by the employee will allow time off for participation in a treatment program as described in section "3-A-4".

3-A-2: Employees who are in their probationary period and who have successfully completed the basic fire training program may be permitted to participate in a voluntary treatment program for substance abuse under the auspices of the EAP as provided herein. The probationary employee shall agree in writing to hold in abeyance the remainder of such probationary period until the employee returns to full duty. For the employees who are serving in their probationary period the Form agreement annexed to this agreement as Appendix "B" shall apply. Conditions for leave and continued tenure with the Fire Department may vary depending on the civil service status of the employee. The probationary employee may be placed on unpaid leave of absence for no more than one (1) year, for the period of attendance in a treatment program.

3-A-3: — Duty Status The matter of whether an employee who voluntarily seeks treatment for substance abuse as provided herein is placed in an inpatient treatment program shall be decided by the employee and the EAP. Any information obtained regarding the employee's condition or treatment shall be held confidential between the employee and the EAP.

3-A-4: During the time of attendance in a treatment program, the employee shall utilize first, any unused contractual leave time. The employee shall be placed on unpaid leave of absence, for no more than one (1) year, for the period of attendance in the treatment program which continues beyond exhaustion of the next years vacation leave time. The Arlington Fire District will continue payment of its portion of the health insurance premium for the remainder of the employee's attendance in an inpatient treatment program, but such payment shall be discontinued after one year of unpaid leave.

3-B: Conditions upon Return to Work Following Unpaid Leave of Absence. If the employee signed any of the forms: appendix "A", "B", or "C" of this agreement than the EAP shall notify the Chief that the employee is fit for duty and information concerning the nature of the employee's outpatient treatment or after care program including date, time and location of required attendance in an outpatient treatment or after care program. In the event the employee violates the rules and procedures of a treatment or after care program, the program shall notify the Chief of such violation. Thereafter the EAP, the Chief, the employee, and the employee's designated representative, if any, shall discuss and agree on additional treatment for the employee, or if other action may be required.

#### SECTION 4: DISCIPLINE

4-A: Performance Problems/Misconduct: For matters other than a voluntary referral as provided in Section 3 above, employee participation in the EAP or a treatment program does not preclude the imposition of a disciplinary penalty, if appropriate.

4-B: Employees Who Admits Problem With Substance Abuse: If during the disciplinary process prior to imposition of penalty the employee voluntarily admits to a substance abuse problem, the

employee shall be referred to the EAP for evaluation. The disciplinary penalty for the misconduct or incompetency shall be held in abeyance pending completion of the treatment program. If the employee does not admit to the alleged misconduct or incompetency, the disciplinary penalty may be decided pursuant to the contractual disciplinary procedure and the disciplinary penalty, if any, shall be imposed.

The rights of the employee, the Fire District and the Union with regard to disciplinary action shall be as provided in the contractual disciplinary procedure and nothing contained in this agreement shall be construed to affect those rights.

#### 4-B-1: Referral to EAP

Annexed to this agreement as Appendix "C" is a form agreement the employee will sign before being referred to the EAP for assessment for treatment. This appendix C shall state the employee's obligation to follow the requirements of the treatment program, and that the employee may be subject to disciplinary action for failure to adhere to the program. In addition, the employee shall indicate his/her understanding and agreement to release of information to the Chief regarding their participation in the treatment program. The EAP will periodically notify the Chief on the condition and attendance of the employee in the treatment program. The agreement and information concerning the employee's participation in the treatment shall be confidential and maintained in a manner to restrict access only to the Treatment program except under the limited circumstances described herein.

4-B-2: The matter of whether an employee who seeks treatment for substance abuse in the context of a disciplinary proceeding as provided herein is placed in an inpatient treatment program shall be decided by the employee and the EAP. In the event the employee is placed in an outpatient treatment or counseling program, the Chief may refer the employee to the Fire District's Physician for purposes of consultation on the employee's medical and psychological condition and appropriate duty status during the time of attendance in a treatment or counseling program. The physician shall notify the Chief, the EAP, and the employee, of the employee's appropriate duty status. All other information will be held in confidence between the physician and the employee.

4-B-3: During the time of attendance in a treatment program, the employee shall utilize first any unused contractual leave time. In the event there is insufficient leave time available in the current year to cover the period of attendance in a treatment program, the employee shall be placed on unpaid leave of absence for no more than one (1) year, for the period of attendance in the treatment program which continues beyond exhaustion of the next year's vacation leave time. The Arlington Fire District will continue payment of its portion of the health insurance premium for the remainder of the employee's attendance in an inpatient treatment program, but such payment shall be discontinued after one year of unpaid leave.

4-B-4: Upon the employee's return to work, the EAP shall provide the Chief with information concerning the nature of the employee's outpatient treatment or after care program including date, time, and location of required attendance in an outpatient treatment or after care program. All other information will be held in confidence between EAP and the employee. In the event the employee violates the rules and procedures of a treatment or after care program, the EAP shall immediately notify the Chief of such violation. Thereafter the EAP, the Chief, the

employee, and the employee's designated representative, if any, shall discuss and agree on additional treatment for the employee, or if other action may be required.

4-C: If an employee while on duty exhibits a physical condition, conduct, or pattern of erratic behavior which indicates that the employee is under the influence of an intoxicating substance, and the employee's supervisor has reasonable suspicion to believe, based on direct observation of use or based on observation of the employee's conduct, performance or behavior which indicates that the employee is under the influence of an intoxicating substance while on duty or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug on duty, the supervisor shall make an oral report to the Chief immediately. The supervisor's oral communication shall be subsequently memorialized in a written report to the Chief.

The Chief shall decide whether there is reason to investigate for purposes of ascertaining if available facts objectively indicate reasonable suspicion exists to pursue the inquiry, which may include meeting with the employee for purposes of providing the employee an opportunity to explain the conduct, performance or behavior. In the event such a meeting is held, the employee may request that a union representative and/or legal counsel attend the meeting, but in no event shall the meeting be delayed for more than one (1) hour to accommodate the request. The investigation of the employee's behavior shall be confidential with due consideration for the dignity and privacy of the employee. If the Chief decides that the employee shall be referred for drug or alcohol testing, the following procedure shall be followed:

a) The employee shall be ordered to submit to a drug and/or alcohol test and, at the same time, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. Refusal to submit to the test or to cooperate during the testing procedure shall constitute grounds for insubordination.

b) If no prior meeting is held with the Chief, and the employee is ordered to submit to a test based on reasonable suspicion, the employee will be advised of the right to have a Union representative present during collection of the sample, but in no event shall collection be delayed for more than two hours to accommodate the presence of a Union official.

c) Disputes concerning the matter of reasonable suspicion to order a test will be referred to the contractual grievance procedure and or may be raised as a defense in any disciplinary proceedings.

d) The sample given by the employee shall be collected under the supervision of an employee of the "The Work Place" and the supervision of the Chief or his Designee. The sample shall be collected at the "The Work Place". The sample collection process shall be confidential with due regard for the dignity and privacy of the employee, and shall be performed in accordance with standards promulgated by the NIDA. During the course of the collection process, the employee shall cooperate with requests for information concerning use of medications and acknowledgment of giving of the specimen.

e) The employee shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is provided, the employee's ability to have second test performed may be adversely impacted.

f) In the event the employee is ordered to submit to a test for the presence of alcohol, the employee shall submit to a breathalyzer test to be administered by the "The Work Place." In the

event that the breathalyzer tests positive for the presence of alcohol, a second breathalyzer test will be given as a confirmatory test.

g) There shall be no direct observation of giving of a urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the sample.

h) In the case of urine samples, the sample given shall be immediately divided into two aliquots. The samples shall be marked and sealed in the presence of the donor as to insure the chain of custody of the samples. Thereafter, one sample shall be transported to the testing laboratory in a manner which shall insure the integrity and chain of custody of the sample. The other sample shall be maintained at the designated agent's office or facility, in a manner which shall insure the integrity and chain of custody of the sample.

i) The sample shall be delivered to a laboratory selected by the "The Work Place" which shall be duly licensed or certified for drug testing purposes by State or Federal agencies having authority to generally license or certify drug testing facilities. One sample shall be used for purposes of testing by the laboratory and the second sample shall be maintained by the "The Work Place" in accordance with recognized procedures for purposes hereafter described.

j) The designated laboratory shall initially perform the enzyme multiplied immunoassay test (EMIT) on the sample for the presence of drugs or controlled substances. A sample which test positive shall be retested by the laboratory using the gas chromatography mass spectroscopy test (GC-MS). A test shall be deemed positive for the presence of drugs and/or alcohol in accordance with the below listed levels in paragraphs "l", "m", and "n" of Section 4C Drug Testing. The parties may negotiate other standards to be used for determining the presence of intoxicating substances. In addition, the parties may discuss and agree on, subsequent to the date of the execution of this agreement, the use of tests scientifically equivalent to the stated in this agreement.

k) In the event the confirmatory GC-MS test result is negative, then the sample shall be deemed negative for the presence of intoxicating substances and a report shall be made to the Chief and to the employee on the test results and all paper work on this matter shall be expunged from the files. The confirmatory GC-MS test from the laboratory shall provide copies of all test results to the Chief, the employee and to the employee's representative.

l) "The Work Place's" designated laboratory shall report to the Chief and to the employee on the test results for the presence of alcohol from a breathalyzer test. A negative reading for the presence of alcohol shall be reported for a breathalyzer test of .02% or less, and a report shall be made to the Chief and to the employee and all paper work on this matter shall be expunged from the files. No disciplinary action can be taken against an employee for a negative result from a breathalyzer test. Disciplinary action for misconduct or incompetency shall be referred to Section 4, of this policy.

m) "The Work Place's" designated laboratory shall report to the Chief and to the employee on the test results for the presence of the following: controlled substances. A negative reading shall be reported for the positive reading in regards of a controlled substance if said reading is less than any of the following listed below, and a report shall be made to the Chief and to the employee and all paper work on this matter shall be expunged from the files. No disciplinary action can be taken against an employee for a negative result from a controlled substance test. Disciplinary action for misconduct or incompetency shall be referred to Section 4 of this policy.

Marijuana	50 ng/ml Delta-THC	100 ng/ml GC-MS
Cocaine	300 ng/ml Metabolite	500 ng/ml GC-MS
Amphetamines	300 ng/ml Amphetamine	500 ng/ml GC-MS
Phencyclidine	25 ng/ml PCP	100 ng/ml GC-MS
Opiates	100 ng/ml Morphine	500 ng/ml GC-MS

n) No disciplinary action can be taken against an employee for a positive reading caused by the prescribed use of a controlled substance.

4-C-1:

a) After collection and testing, the one sample shall be maintained by the "The Work Place's" designated laboratory in accordance with appropriate procedures for a period of time to be agreed to by the parties.

b) After the employee receives notice of a confirmed positive test from the Department's laboratory, the employee may make written request within five calendar days to the Chief's office for a test of the second sample. The employee may request that the second sample be sent to a duly licensed laboratory selected by the employee. The selected laboratory shall be responsible for pick-up and transport of the sample, and it shall insure chain of custody. The employee shall be responsible for all costs associated with the second test and shall make arrangements for payment with the selected lab. The parties shall negotiate the standards to be used in the second test for confirmation of the first positive result for the presence of intoxicating employee may also be subject to additional discipline for misconduct or poor work performance which may be imposed pursuant to the contractual procedure. Regardless of the test results, the employee may also be subject to disciplinary action for the misconduct or incompetency which formed the basis of the probable cause, if the tests were administered pursuant to section 4-C above.

b) A probationary employee who tests positive for the presence of intoxicants while on duty may be terminated.

c) Any employee who tests positive while on duty for the presence of intoxicants on two occasions within any 18 month period may be terminated. Such termination shall be subject to review pursuant to the contractual disciplinary procedure.

d) An employee who tests positive pursuant to section 4-C above for intoxicants on tests given based on reasonable suspicion or on tests given pursuant to Section 5 of this procedure shall, in addition to any discipline which may be imposed, participate in a treatment program as recommended by the EAP.

4-D: If the results of the two tests administered, as provided above, are positive for the presence of intoxicants the employee shall be suspended for 30 days without pay and this suspension shall not be subject to review in any contractual or statutory proceeding. The results of the second test shall be sent to the Chief, the employee and to the employee's representative.

**SECTION 5: MANDATORY TESTING**

Any employee may be required, at the discretion of the Chief, to submit to a Drug and/or Alcohol test as provided in Section 4-c of this agreement where:

- 1) Reasonable suspicion exists of substance abuse and;

- a) who is involved in a work related accident which involves a fatality or an injury requiring hospitalization, or
- b) who is involved in a work related motor vehicle accident where there is disabling damage to a vehicle which had to be towed away and an injury requiring immediate medical treatment away from the scene.

Refusal on the part of the employee to submit to the test shall be considered as misconduct and shall subject the employee to disciplinary action.

#### **SECTION 6: TERMS AND CONDITIONS FOLLOWING POSITIVE TESTS RESULTS**

6-A: An employee who tests positive for intoxicants pursuant to Sections 4 and 5 of this procedure shall participate in a treatment program as recommended by the EAP, and successfully complete such treatment program prior to return to duty. The employee shall sign an agreement accepting the terms and conditions of the treatment program. The agreement shall state the employee's obligation to follow the requirements of the program, and that the employee shall be subject to disciplinary action for failure to adhere to the program. In addition, the employee shall indicate his understanding and agreement to release of information to the Chief regarding his participation in the program. The agreement and information concerning the employee's participation in the treatment program shall be confidential and maintained in a manner to restrict access only to the Chief and the employee. Annexed to this agreement as Appendix "C" is a Form Agreement, which shall be used for this purpose.

6-B: During the time of attendance in a treatment program, the employee shall first use any unused contractual leave time. In the event there is insufficient leave time available in the current year to cover the period of attendance in a treatment program, the employee shall be placed on unpaid leave of absence for the period of attendance in the treatment program which continues beyond exhaustion of the next year's vacation leave time.

6-C Upon the employee's return to work, the EAP shall provide the Chief with information concerning the nature of the employee's outpatient treatment or after care program including date, time, and location of required attendance in an outpatient treatment or after care program. The Fire District or the outpatient treatment may require a random drug and/or alcohol testing within a twelve (12) month period following the employee's return to work. The cost for this random drug and/or alcohol testing will be paid by the Fire District. All other information will be held in confidence between the EAP and the employee.

In the event the employee violates the rules and procedures of a treatment or after care program, the EAP shall immediately notify the Chief of such violation. Thereafter the EAP, the Chief, the employee, and the employee's designated representative, if any, shall discuss and agree on additional treatment for the employee, or if other action may be required.

The employee shall execute the appropriate authorization for release of information by the EAP to the Chief which information shall be maintained in a confidential manner, except as otherwise provided herein.

#### **SECTION 7: FAILURE TO FOLLOW TREATMENT PROGRAM CONDITIONS**

7-A: If the employee was a voluntary self-referral pursuant to Section 3 above and the employee violates any of the original or subsequent conditions set forth in the treatment program agreement, or if the employee voluntary admits a violation of the program conditions, the EAP

shall provide the Chief and the employee with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment.

During the time of attendance in a treatment program, the employee shall utilize first, any contractual unused leave time. In the event there is insufficient leave time available in the current year to cover the period of attendance in a treatment program, the employee shall be placed on unpaid leave of absence for the period of attendance in the treatment program. The Treatment Agreement originally signed by the employee shall be amended to include any modification of treatment and/or additional conditions placed on the employee.

7-B: If the employee was originally referred to the EAP as a result of a disciplinary action taken as provided in Section 4 above and the employee voluntarily admits to violation of any of the original or subsequent conditions set forth in the Treatment Agreement, the EAP shall provide the Chief and the employee with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment. The Fire Department shall review the disciplinary penalty being held in abeyance and may implement such penalty in full or in part, or take other action the Fire Department deems necessary. The Fire Department may implement such penalty in full or in part, or take other action the Department deems necessary. In the event the employee is required to undergo additional inpatient treatment, the employee shall utilize, in the first instance, available unused annual contractual vacation leave. In the event there is insufficient vacation leave available in the current year to cover the remaining period of attendance in the inpatient treatment program, the employee shall be placed on unpaid leave for the duration of the treatment program. The Treatment Agreement originally signed by the employee shall be amended to include any modification of treatment and/or additional conditions placed on the employee.

#### SECTION 8: ADDITIONAL REQUESTS FOR TREATMENT

An employee who is found by voluntary admission, to be under the influence of an intoxicating substance while on duty after two prior opportunities for treatment may be subject to termination or be given an opportunity to resign his or her position. The determination by the Fire Department of whether to provide additional opportunity for treatment shall include consideration of the employee's length of service, his employment history and the interval of time since the employee last received treatment for substance abuse. There is no requirement that an employee be provided an opportunity to remain employed while undergoing treatment for substance abuse after two prior treatment opportunities. Notwithstanding anything to the contrary in this agreement, an employee who tests positive for the presence of intoxicants while on duty in violation of the Department's policy on substance abuse on two occasions within any 18 month period shall be disciplined. Such discipline shall be subject to review pursuant to the contractual disciplinary procedure.

#### SECTION 9: ADMINISTRATIVE PROVISIONS

a) Time spent by an employee undergoing tests as provided in sections 4 and 5 herein shall be compensated pursuant to the terms of the collective bargaining agreement.

b) In the event the laboratory test requested by the employee (i.e., the second test) shows negative, as defined herein, for the presence of intoxicants, the Department shall reimburse the employee for the cost of such second test.

c) Any alteration, switching, substitution or tampering with a sample or test given under this agreement by any employee shall be grounds for termination, if established pursuant to the applicable disciplinary procedure.

d) Notwithstanding anything to the contrary above, this Agreement shall not abrogate nor in any way interfere with the Fire Department's right to hire employees, promote employees, layoff employees, appoint and evaluate employees, to select probationary employees for permanent appointment or to act pursuant to Sections 72 and 73 of the civil Service Law. Furthermore, this Agreement procedure shall not in any way affect, interfere with or have any bearing on matters within the jurisdiction of the Civil Service Commission.

e) The Fire Department and the Union agree to meet periodically to review, and if appropriate agree to amend, this agreement to insure that it remains consistent with current federal and state law.

f) An employee shall not lose seniority or any benefits and shall accrue regular leave benefits while attending a treatment program.

g) Separability - If any clause or provision of this drug testing agreement or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state, or local law, the remaining clauses and provisions of this agreement shall remain in full force and effect.

h) Disputes concerning the interpretation or application of this agreement shall be subject to the contractual grievance procedure Article VIII.

i) Reasonable suspicion shall be defined as the physical condition, conduct, or a pattern of erratic behavior based on observation of the employee's supervisor, which indicates that the employee is under the influence of an intoxicating substance, and/or of the employee's conduct, performance or behavior which indicates that the employee is under the influence of an intoxicating substance while on duty or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug on duty based on direct observation of the employee's supervisor.

APPENDIX "A"

ARLINGTON FIRE DEPARTMENT  
VOLUNTARY EMPLOYEE PARTICIPATION  
IN SUBSTANCE ABUSE TREATMENT PROGRAM

Employee Name:

Date:

Title:

Treatment Program:

Period of Attendance:

AGREEMENT TO CONDITIONS:

I, \_\_\_\_\_, understand and agree to the following conditions concerning my participation in a substance abuse inpatient or outpatient treatment program (hereafter "treatment program"). I understand and agree that I shall adhere to all requirements of the Treatment Program which I will attend. I understand and agree that information concerning my participation and status in this treatment program will be released to me and to the Chief, who will hold this information in confidence and restrict access to the information. I further understand and agree that if I violate the terms and conditions of the treatment program, the treatment program shall notify the Chief and that I may be subject to additional treatment and/or other actions concerning my employment.

Accepted and agreed to:

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
Date

Reviewed and approved:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Date

APPENDIX "B"

ARLINGTON FIRE DEPARTMENT  
PROBATIONARY EMPLOYEE PARTICIPATION  
IN SUBSTANCE ABUSE TREATMENT PROGRAM

Employee Name:

Date:

Title:

Treatment Program:

Period of Attendance:

AGREEMENT TO CONDITIONS:

I, \_\_\_\_\_, understand and agree to the following conditions concerning my participation in a substance abuse inpatient or outpatient treatment program (hereafter "treatment program"). I understand and agree that I shall adhere to all requirements of the Treatment Program which I will attend. I understand and agree that information concerning my participation and status in this treatment program will be released to me and to the Chief, who will hold this information in confidence and restrict access to the information. I further understand and agree that if I violate the terms and conditions of the treatment program, the treatment program shall notify the Chief and that I may be subject to additional treatment and/or other actions concerning my employment.

I further understand and agree that the period of my probationary service shall be held in abeyance during the time of my participation in the treatment program and until my return to full duty employment with the Fire Department. That is, until I am able to return to full duty employment with the Fire Department, I will not accrue any further time for purposes of my probationary period in my title. I understand and agree that the Fire Department has not waived its rights to with respect to selection of probationary employees for permanent appointment.

Accepted and agreed to:

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
Date

Reviewed and approved:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Date

APPENDIX "C"

ARLINGTON FIRE DEPARTMENT  
EMPLOYEE DISCIPLINARY PARTICIPATION  
IN SUBSTANCE ABUSE TREATMENT PROGRAM

Employee Name:

Date:

Title:

Treatment Program:

Period of Attendance:

AGREEMENT TO CONDITIONS:

I, \_\_\_\_\_, understand and agree to the following conditions concerning my participation in a substance abuse inpatient or outpatient treatment program (hereafter "treatment program"). I understand and agree that I shall adhere to all requirements of the Treatment Program which I will attend. I understand and agree that information concerning my participation and status in this treatment program will be released to me and to the Chief, who will hold this information in confidence and restrict access to the information. I further understand and agree that if I violate the terms and conditions of the treatment program, the treatment program shall notify the Chief and that I may be subject to additional treatment and/or other actions concerning my employment.

Accepted and agreed to:

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
Date

Reviewed and approved:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Date

ARTICLE XLII  
LIGHT DUTY

1. Any permanent appointed member who:
  - a. Suffers serious health condition as defined by the Family and Medical Leave Act (“FMLA”) 20 CFR 825.800, which is unrelated to the member’s employment with the Arlington Fire District; and
  - b. Submits a written request for a light duty assignment in conjunction with the Certification of Physician or Practitioner Form completed by the member’s physician or practitioner (copy annexed to the Stipulation as Appendix A) and at least one (1) of the questions 9-13 have been answered in the affirmative:

Shall be eligible for a light duty assignment of the period not to exceed ninety (90) days. During such period the member shall continue to receive the same salary and benefits as he/she was receiving while on full duty status.
2. Members on light duty assignment shall have their choice of the following schedule options:
  - a. If the estimated duration of the condition as specified on the Certification of Physician or Practitioner Form is for ten (10) working days or less, the member shall have the option of either remaining on their current work schedule, or accepting a temporary assignment at Headquarters of either five (5) eight-hour days or four (4) ten-hour days.
  - b. If the estimated duration of the condition as specified on the Certification of Physician or Practitioner Form is for greater than ten (10) working days, the member shall have the option of accepting a temporary assignment at Headquarters of either five (5) eight-hour days or four (4) ten-hour days.
  - c. Regardless of specific schedule configuration, any member on light duty shall report for duty to the on-duty Officer at Headquarters for assignment(s). The District shall have contacted the Officer in advance to notify him/her of the light duty status of the member, as well as what duties the member is expected to perform, and when tasks are to be completed.
3. Prior to returning to full duty status, the member must present a certification of fitness to return to full duty. If the ninety (90) days of light duty period expires prior to the member’s being able to return to full duty status, then the member shall be permitted to use his/her accumulated benefit time, pending receipt of certification to return to full duty status, provided he/she has accumulated benefit time. In the event that a member’s disability will last more than ninety (90) days, the Board may consider, under extenuating circumstances, extending the light duty beyond the ninety (90) days. Any determinations shall not be construed as a past practice.
4. Any member:
  - a. Who has accumulated 50% or more of the sick time credited to them through the course of their employment shall be entitled to light duty status, provided the conditions and terms of this stipulation have been adhered to.

- b. Who has less than 50% of their credited sick time accumulated, the District shall consider the circumstances of the previous absences and medical documentation shall be submitted to substantiate these circumstances prior to the member being entitled to light duty status. Credited benefit time, as per Section 7, shall commence from time of submission of all supporting documentation. Entitlement for members at this step shall not be construed as a past practice.
  - c. Shall have the right to grieve any decision under Article VIII of the parties' collective bargaining agreement.
5. The District shall have the authority to:
  - a. Require the production of any documentation to substantiate the application;
  - b. Require that the member submit to one (1) or more medical examination related to the illness or injury, provided that such examination is at reasonable times and with reasonable notice to the employee. Examinations required by the District shall be at the District's expense. If the member's physician/practitioner and the District's physician/practitioner cannot come to a mutual agreement, then a third evaluation by a physician/practitioner of the member's choosing will be conducted, with those results being final. The cost of said third examination will be borne by the party receiving the least favorable opinion. Credited benefit, as per Section 7, shall:
    - i. Commence at Seven (7) days if found favorable to the member;
    - ii. Commence at time of opinion if found in the District's favor.
  - c. Require the member to sign forms for the release of medical information that bears upon the application;
  - d. Control the type of amount of light duty assignment(s), subject to medical restrictions as specified on the Physician/Practitioner's Certification Form.
6. Upon filing of a request for light duty, a member must cooperate with the District and provide all necessary information, reports and documentation. A determination of eligibility shall be made by the District, in writing, within seven (7) days of the submission of the light duty request, and the receipt of the completed Physician/Practitioner's Certification Form. (Appendix A)
7. Pending the initial determination of benefit eligibility, any time taken off by the member shall be charged to the member's accumulated benefit time. In the event that there is insufficient benefit time, or it becomes exhausted, the member shall take an unpaid leave of absence. If after the seven (7) days of determination and the District affirms the eligibility for light duty status, 50% of the member's benefit time used after the seven (7) days, shall be credited back to the member's accruals, rounded to the next whole number.
8. Any member shall be required to notify the District of any change in his/her condition which may enable the member to return to full duty. This notice shall be made, in writing, within forty-eight (48) hours of any such change.
9. No greater than 50% of the unit membership shall be provided with a light duty assignment for a health condition unrelated to employment during the same time period.

10. The District shall have the right to review the eligibility of the member throughout the light duty period and may terminate such benefit with cause, subject to the employee's right to grieve such termination of benefits under Article VIII of the contract. Cause of termination may include but not limited to:
  - a. Failure to complete assigned duties in a prescribed and/or timely manner;
  - b. Failure to complete assigned duties due to inadequate skills;
  - c. Refusal to complete assigned duties.
11. This stipulation in no way affects the privileges of members under the provisions of the Family and Medical Leave Act, Americans with Disabilities Act, or any other federal or state laws.
12. This stipulation applies only to health conditions unrelated to a member's employment with the Arlington Fire District. It supersedes any and all pre-existing agreements pertaining to health conditions unrelated to employment with the Arlington Fire District.

## ARTICLE XLIII

### INJURY REPORTING AND GENERAL MUNICIPAL LAW SECTION 207-A PROCEDURE

#### Section 1

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under section 207-a of the General Municipal Law (hereafter referred to as "GML 207-a). This policy is not intended to limit or eliminate any additional requirements or benefits regarding GML 207-a set forth in the statute or case law, or to modify any requirements set forth in the Arlington Fire District Book of Rules and/or Orders to the extent that such Rules and/or Orders are not inconsistent with this procedure.

#### Section 2

For the purpose of this procedure, the employer shall be referred to as the "District." Nothing in this procedure is intended to limit the right of the employer to designate a person other than the Fire Chief to receive applications or initially decide entitlement to benefits. In the event that someone other than the Fire Chief is designated to receive applications or render initial determinations, the employer will prominently publish the name of the individual who receives applications or renders initial decisions.

#### Section 3

A member shall notify the Officer on Duty as soon as possible, which, under normal circumstances, will be within 24 hours of any injury or reinjury in the performance of his duties or sickness as a result of the performance of duties which necessitates medical or other lawful remedial treatment and complete an injury and/or accident report within 72 hours using the District's accident or illness report forms annexed as Attachments 1, 2, and 3. The failure to either timely report the injury or complete a timely report may be considered by the decision maker on any application. Said injury or sickness shall hereafter be referred to for purposes of this procedure as a GML 207-a disability.

#### Section 4

Application for GML 207-a benefits for a member of the Department may be made by the member, the District or designee or some other person acting on behalf of such member using the application annexed as Attachment 4.

#### Section 5

An application shall be deemed "untimely" unless it is received by the Fire Chief's office within thirty (30) days after the date of the injury or sickness upon which the application is based or within thirty (30) days after the member discovers, or should have discovered, the injury, reinjury or sickness upon which the application is based. The Fire Chief or designee may, in his/her discretion, excuse the failure to file the application within the thirty-day period upon a showing of good cause.

#### Section 6

The application must be made in writing on the form attached to this procedure and, where appropriate, will include a statement from the applicant's treating physician. Upon filing, the applicant will be given a copy of the application stamped with the date of receipt.

#### Section 7

At the same time that the applicant files for GML 207-a benefits, the applicant will apply for benefits under Workers' Compensation using forms provided by the District. The applicant is required to cooperate in the processing of any Workers' Compensation application. Unreasonable failure to cooperate in any Workers' Compensation proceeding may be considered by the decision maker on any application for GML 207-a benefits.

#### Section 8

After the filing of said application, the Fire Chief or designee shall have the right to require the applicant to submit to one or more medical examinations as provided by law. The Fire Chief or designee will provide the applicant with a copy of all medical reports he/she receives.

#### Section 9

The Fire Chief or designee shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-a. The Fire Chief or designee shall have the authority to conduct a full investigation of the facts concerning the application. All parties will mutually exchange records and documents obtained or relied on during the investigation and initial determination process.

#### Section 10

Pending the initial determination of an application, time off taken by the applicant after submission of said application and alleged to be attributable to the injury or sickness which gave rise to the claim for GML 207-a benefits shall be charged to sick leave. If the member exhausts sick leave, he/she shall be advanced sick leave until an initial determination is made.

#### Section 11

The Fire Chief or designee shall render a written decision on the application for benefits as soon as practicable but in no event later than fifteen (15) days after receipt of all necessary information as indicated in sections 8 and 9 above. In the event that a written decision is not issued within fifteen (15) days, the applicant will be temporarily placed on GML 207-a leave pending receipt of the written decision. A copy of the decision shall be mailed to the applicant at the address specified in the application.

#### Section 12

If the initial decision is that the applicant is eligible for GML 207-a benefits, then the applicant shall be so categorized and pursuant thereto any time off taken due to such injury or sickness shall be charged to GML 207-a leave. The member's GML 207-a benefits shall continue so long as the member remains eligible.

#### Section 13

In the event the applicant is not satisfied with the decision at the Fire Chief's level and wishes to appeal the decision, the applicant shall file within thirty days of receipt of the Fire Chief's decision a written demand for arbitration of his GML 207-a claim. The claim shall be submitted to binding arbitration using the rules contained in the Voluntary Labor Arbitration Rules of the American Arbitration Association. The demand for arbitration will be filed with the

Fire Chief or designee. Upon filing, the parties will contact the next arbitrator in rotation from among Thomas Rinaldo, Ira Lobel, and Jeffrey Selchick for designation as the arbitrator. If the arbitrator is unable to serve, the next arbitrator in rotation will be contacted.

The parties to the arbitration shall be the District and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the District and the member. All other costs shall be paid by the party incurring such costs, i.e. witnesses, exhibits, transcripts, etc.

#### Section 14

The Arbitrator shall have the authority to review the claim of entitlement to GML 207-a benefits. The Arbitrator shall have the authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits or whether the proceeding presents an issue of termination of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-a claim, the member shall have the burden of proof by a preponderance of the evidence that he/she is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his/her duties or to a sickness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-a benefits, the District shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on all parties.

### REVIEW OF DISABILITY

#### Section 15

(a) The Fire Chief or designee may periodically review cases of members receiving GML 207-a benefits for the purpose of determining whether the individual continues to be entitled to GML 207-a benefits, and in furtherance thereof may take such action as is appropriate under the law.

(b) Any individual who is receiving benefits under GML 207-a continues to be subject to provisions set forth in the Department's Book of Rules and in departmental orders concerning notification to the Department of the member's condition.

#### Section 16

Upon receipt of a certification from the Department Surgeon, or a physician-designee, that may include a physician designated by Workers' Compensation, that a member is able to perform the duties of his position, the Fire Chief or designee shall notify the member of the termination of his/her GML 207-a benefit. The Fire Chief or designee shall cause service of a written notice of termination setting forth the effective date thereof and a copy of the physician certification to be made on the member. The parties will use the form annexed as Attachment 5.

The Fire Chief or designee may, in his discretion, accept the opinion of the employee's personal physician that an employee is able to return to work consistent with the District's standards.

#### Section 17

If the member disagrees with the termination of the GML 207-a benefits, he/she may serve upon the Fire Chief or his designated representative, within fifteen (15) days after the receipt of the Fire Chief's notice, a written appeal for review of the initial determination, specifying the basis for the demand. If the basis for the demand is that the member disagrees with the Department physician's determination, he/she will attach to his/her appeal a medical report supporting his/her position.

#### Section 18

Upon receipt of a timely written appeal of the Fire Chief or designee's initial decision to terminate GML 207-a benefits, the Fire Chief or his designee shall reexamine all information considered in connection with review of the member's GML 207-a status. The member may submit additional documents concerning his/her GML 207-a status to the Fire Chief or his designee. The fire Chief or his designee may require the production of additional information concerning the member's GML 207-a status as set forth in Sections 8,9,15,16,and 17 of this procedure and/or may conduct an information conference with the member. The Fire Chief or this designee shall render a written decision of the appeal of the initial decision to terminate GML 207-a benefits no later than fifteen(15) days after receipt of all necessary information required pursuant to this Section 18.

#### Section 19

In the event the member is not satisfied with the decision at the Fire Chief's level and wishes to appeal, the member shall file within thirty days of receipt of the Fire Chief or designee's decision a written demand for arbitration of his/her termination of GML 207-a benefits and status. The claim shall be submitted to binding arbitration using the rules contained in the Voluntary Labor Arbitration Rules of the American Arbitration Association. The demand for arbitration will be filed with the Fire Chief or designee. Upon filing, the parties will contact the next arbitrator in rotation from among Thomas Rinaldo, Ira Lobel, and Jeffrey Selchick for designation as the arbitrator. If the arbitrator is unable to serve, the next arbitrator in rotation will be contacted.

The parties to the arbitration shall be the District and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the District and the member. All other costs shall be paid by the party incurring such costs, i.e. witnesses, exhibits, transcripts, etc.

#### Section 20

The Arbitrator shall have the authority to review the claim of continued entitlement to GML 207-a benefits. The Arbitrator shall have the authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits or

whether the proceeding presents an issue of termination of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-a claim, the member shall have the burden of proof by a preponderance of the evidence that he/she is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his/her duties or to a sickness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-a benefits, the District shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on all parties.

## LIGHT DUTY

### Section 21

If the Department Surgeon or designee makes a determination that the member is not capable of performing his/her regular duties but is capable of performing "light duty," the Fire Chief or designee may require the employee to return to work light duty. In such an instance, the physician making the light duty determination must be provided with a written description of the essential conditions and responsibilities for the proposed light duty position. Any determination on light duty must set forth in writing any limitations on the duties of the position that will apply to the member. In making these determinations, the parties will use the form attached as Attachment 6.

### Section 22

If the member disputes the light duty determination, he may appeal the determination using the procedures set forth in Sections 18, 19 and 20. Any such appeal must include the factual basis for the appeal, including any medical reports that dispute the light duty determination.

### Section 23

Provided the employee files a timely appeal that complies with Section 22, the member's GML 207-a benefits shall continue until the Arbitrator renders a decision or the member abandons the appeal.

## GENERAL PROVISIONS

### Section 24

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

#### Section 25

An applicant hereunder may have a representative of his/her choosing at any state of this procedure.

#### Section 26

Once an applicant has been determined to be eligible to receive GML 207-a benefits, those benefits will continue pending a final determination of an Arbitrator or until the applicant abandons the process.

#### Section 27

This procedure shall take effect upon ratification by the parties and shall apply to any claim of entitlement to or use of GML 207-a benefits made after that date. In the event utilization of GML 207-a benefits after said date is based on an injury in the performance of duty or sickness as a result of the performance of duty which allegedly occurred prior to the ratification by the parties, the member shall comply with the terms of this agreement, within thirty (30) days of ratification of this agreement. Upon the filing of the Section 4 form, the claim for utilization of GML 207-a based on a prior injury or illness shall be decided in accordance with the terms of this procedure. If there is a dispute as to the date of occurrence of this injury or sickness, the member shall have the burden of proof by a preponderance of the evidence that the injury in the performance of duty or sickness as a result of performance of duty occurred prior to the date of ratification by the parties.

### MUTUAL EXCHANGE OF RECORDS

#### Section 28

At all steps of this procedure the parties will mutually exchange all relevant documents, including all relevant medical records. Upon reasonable advance notice, the parties may be required to provide reasonable required medical updates.

#### Section 29

Any medical records exchanged in this proceeding will be kept confidential and shall not be re-disclosed except as expressly permitted or required by law. Records concerning GML 207-a will be kept separate and distinct from any other personnel files or records.

ARTICLE XLIV  
CAR SEAT PROGRAM

Members of Local 2393 may participate in the Car Seat Program as outlined within this agreement.

1. Members who are currently certified Child Passenger Safety Technicians may participate in the Car Seat Program.
2. Approval for members in assisting or conducting car seat activities shall be made by the Chief, per a request from the member in charge of the Car Seat Program.
3. The members of the career staff who assist or conduct as outlined above will be compensated for their time per the following articles of the contract:
  - I. Article XII "Overtime"
  - II. Article XXIII "Callback"

Members who are called back to duty to participate in the Car Seat Program will be compensated in the following manner:

- 1- First member hired back will be compensated monetarily.
- 2- Second member hire back will be compensated in compensatory time off.
- 3- Third member hired back will be compensated monetarily.
- 4- Forth member hired back will be compensated in compensatory time off.

This method of compensation is not to be considered a past practice and will only be used in the hiring back of personnel to participate in car seat activities.

ARTICLE XLV  
MILITARY LEAVE

In accordance with the Military Selective Service Act, firefighters who are required to attend tours of active duty or military orders shall suffer no loss of pay for a period of time not to exceed twenty-two (22) days within the federal fiscal year - Oct.1 through Sept. 30. For 24 hr. shift personnel, military leave with pay shall not exceed 264 hrs.

Employees required to serve a military obligation must supply employer with the necessary orders. Such orders should be submitted with as much advance notice as possible. If it is not feasible to supply the orders in advance, employees must provide verbal notification of military orders (or extension of existing orders) as soon as the employee is notified. Employees who provide only verbal notification will be placed on benefit or sick time and upon delivering written orders will be credited back said benefit and sick time.

Members ordered to active military duty are entitled to pay and benefits as outlined in N.Y. Mil. L. §242(5); *see also*, N.Y. Mil. L. §243(5). This leave is separate from any leave required by state or federal law for training for any branch of the United States Reserve Forces or National Guard.

ARTICLE XLVI  
SECOND ALARM

The Parties agree that the following conditions will require calling a second alarm when in the opinion of the incident commander: (i) a situation exist when personnel are operating in an environment or atmosphere is Immediately Dangerous to Life or Health (IDLH); and/or (ii) additional personnel or equipment are needed to mitigate the incident and/or provide for the highest possible safety and health conditions for those operating on the scene.

Standard Operating Procedures and/or operational memos shall dictate manning levels and procedures of a second alarm is called.

Standard Operating Procedures and operational memos on the subject of second alarms and the staffing of the same are subject to unilateral change by the District provided the following:

- a. The District seeks input from the Association before a change(s) is made; and
- b. The District gives three weeks' notice to the Association of such change(s); and
- c. The aspect(s) that is being modified is not a mandatory subject of bargaining as defined under the Taylor Law

The District and the Local are committed to the safety and well-being of its Employees and members. The District is also committed to maintaining operational organization.