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#### **Contract Database Metadata Elements**

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

**Local: 2393**

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**AGREEMENT**  
**BETWEEN**  
**ARLINGTON FIRE DISTRICT**  
**AND THE**  
**ARLINGTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
**IAFF LOCAL #2393**  
**January 1, 2006 To December 31, 2011**

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ARTICLE I  
PREAMBLE

This agreement is entered into as of the first day of January, Two Thousand and Six, 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").

## 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.

## ARTICLE III TERM OF CONTRACT

This agreement shall be deemed to have come into effect on the 1<sup>st</sup> Day of January, 2006. It shall continue in full force and effect until the 31<sup>st</sup> day of December, 2011 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, 2011.

## ARTICLE IV RECOGNITION AND CHECK-OFF

The Fire District recognizes the Association as the exclusive negotiating representative for all career Firefighters, Firefighter/Mechanics, Fire Lieutenants,, Fire Lieutenant Training Officer, Firefighter/Fire Prevention Officer, Fire Lieutenant/Fire Prevention Officer, Firefighter/Paramedics, 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.

#### 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.

#### 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.

#### 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 Deputy Chief, or his designee. The Deputy 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 Deputy Chief, or his designee, or in the event that (21) days have elapsed without a written response from the Deputy 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 Deputy 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

The following are salary steps for all employees and reflects a 3.75% increase in 2006, an increase of COLA + .25% in 2007, COLA + .5% in 2008, COLA + .75% in 2009, COLA + 1% in 2010, COLA + 1.25% in 2011. The cost of living adjustment (COLA) will be the CPI-W % increase found in the Bureau of Labor Statistics for the NY-Northeastern NJ-Long Island, NY-NJ-CT area, for the month of July. COLA figures used for calculations shall not be less than 2% or more than 6%. (Note - starting base salary increased \$1000.00.)

	2005	2006
First Year	\$36,032.16	\$38,420.87
Second Year	\$39,635.37	\$41,121.70
Third Year	\$43,238.59	\$44,860.04
Fourth Year	\$46,841.80	\$48,598.37
Fifth Year	\$50,455.02	\$52,347.08
Sixth Year	\$55,280.23	\$57,353.24
Fire Equipment Mechanic's Helper salary	\$28,000.00	\$32,500.00

ARTICLE X  
RANK DIFFERENTIAL

Rank Differential-as follows: (Incorporated into base salary)  
The below list reflects yearly increases based on Article 9 (Salary)

	2005	2006
Fire Lt.	\$6,091.63	\$6,320.07
FF/Mechanic (Head)	\$6,091.63	\$6,320.07
FF/Mechanic(Asst.)	\$5,194.02	\$5,388.80
Fire Lt./Fire Prevention Officer	\$6,091.63	\$6,320.07
Fire Lt./MTO	\$6,091.63	\$6,320.07

Rank Differential - Hourly Rate: For the above listed titles the rank differential hourly rate will be:

	2005	2006
Fire Lt.	\$2.93	\$3.04
FF/Mechanic (Head)	\$2.93	\$3.04
FF/Mechanic(Asst.)	\$2.50	\$2.59
Fire Lt./Fire Prevention Officer	\$2.93	\$3.04
Fire Lt./MTO	\$2.93	\$3.04

ARTICLE XI  
LONGEVITY



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**Consumer Price Index - Urban Wage Earners and Clerical Workers**

<b>Series Id:</b> CWUR101SA0															
Not Seasonally Adjusted															
<b>Area:</b> New York-Northern New Jersey-Long Island, NY-NJ-CT-PA															
<b>Item:</b> All items															
<b>Base Period:</b> 1982-84=100															
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1997	165.1	166.2	166.6	166.1	166.0	166.2	166.6	166.7	167.7	168.1	168.0	167.7	166.8	166.0	167.5
1998	167.7	168.2	168.2	168.5	168.6	168.8	169.1	169.7	169.9	170.5	170.5	170.5	169.2	168.3	170.0
1999	170.8	170.6	170.8	171.3	171.5	172.1	172.5	173.2	173.9	174.5	174.6	174.3	172.5	171.2	173.8
2000	174.7	176.0	176.7	176.8	177.0	177.6	178.4	178.5	179.9	180.2	180.1	180.0	178.0	176.5	179.5
2001	180.6	180.8	181.8	181.9	183.0	183.8	183.5	183.5	183.6	183.3	183.3	182.8	182.7	182.0	183.3
2002	183.5	184.7	185.6	186.6	186.4	186.5	187.1	188.1	188.6	188.8	188.8	188.7	187.0	185.6	188.4
2003	189.7	191.3	192.1	191.8	191.7	191.9	192.8	194.1	195.0	195.2	194.7	194.6	192.9	191.4	194.4
2004	194.9	196.3	198.2	198.5	199.1	200.4	200.1	200.3	200.6	201.9	202.2	201.8	199.5	197.9	201.2
2005	202.6	203.3	205.5	206.0	205.6	205.1	206.5	208.3	211.0	211.0	209.9	208.7	207.0	204.7	209.2
2006	210.2	210.6	212.0	214.0	215.5	216.7	216.8	217.8	216.9	215.3	214.7	215.2	214.6	213.2	216.1
2007	215.793	216.771	218.510	219.791											

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		Difference	% Difference (COLA)	Raise %
July 2005	206.5	10.3	4.99%	5.24%
July 2006	216.8			
July 2007				
July 2008				
July 2009				
July 20010				

FF Base	2006	2007	2008	2009	2010	2011
1st	\$38,420.87	\$40,433.31				
2nd	\$41,121.70	\$43,275.61				
3rd	\$44,860.04	\$47,209.76				
4th	\$48,598.37	\$51,143.90				
5th	\$52,347.08	\$55,088.96				
6th	\$57,353.24	\$60,357.34				
		0.25%	0.50%	0.75%	0.10%	1.25%
		+COLA	+COLA	+COLA	+COLA	+COLA

	2006	2007	2008	2009	2010	2011
Civilian Mechanic	32500	\$34,202.32				

Rank Differentials (per year)	2006	2007	2008	2009	2010	2011
Lt	\$6,320.07	\$6,651.11				
FF/FEM Asst.	\$5,388.80	\$5,671.06				

Rank Differentials (per hour)	2006	2007	2008	2009	2010	2011
Lt	\$3.04	\$3.20				
FF/FEM Asst.	\$2.59	\$2.73				

EMS Differentials (per year)	2006	2007	2008	2009	2010	2011
EMT Basic	\$3,008.75	\$3,166.35				
Paramedic	\$5,395.00	\$5,677.58				

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.

## ARTICLE XII WORK SCHEDULE

The basic work schedule for employees is as follows:

Groups shall consist of any number of employees assigned by the district to specific working shifts. Groups shall work the following schedule; work twenty-four hour (24) shifts, with seventy-two hours off. The schedule shall indicate the number of groups. The District reserves the right to assign personnel to those groups. The Board also reserves the right to assign new hires, hired after the signing of this agreement to either four consecutive ten (10) hour shifts or five (5) consecutive eight (8) hour shifts, as listed below.

The Day Staff shall be construed to be any employee who is scheduled to work days only and is not assigned to a group. Personnel working as the day staff shall work a forty (40) hour week, as listed below. The day staff personnel shall work and document an additional two hours each week. Personnel who are assigned to work days, and by nature of their position can not 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 Deputy 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

Training Instructor                      7:00 am to 3:00 pm

Fire Prevention Officer	7:00 am to 3:00 pm
Firefighter/Mechanics	7:00 am to 3:00 pm
Fire Equipment Mechanic	7:00 am to 3:00 pm

Firefighters on Days:

Monday thru Thursday (sta.3)	Monday 7:00 am 7:00 pm	T,W,Th 7:00 am to 5:00 pm
Monday thru Thursday (sta.4)	Tuesday 7:00 am 7:00 pm	M,W,Th 7:00 am to 5:00 pm
Tuesday thru Friday (sta.4)	Tuesday 7:00 am 7:00 pm	W,Th,F 7:00 am to 5:00 pm
Monday thru Friday	Monday 7:00am to 5:00pm	T,W,Th,F 7:30 am to 3:30 pm
Groups	7:00 am to 7:00 am	

ARTICLE XIII  
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 34. 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, the Deputy 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 39.

ARTICLE XIV  
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'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 providing:

- 1-That the said time off can be covered per the District Overtime Guidelines, Article 39.
- 2-that the employee schedule their time off by 9am of the previously scheduled workday.

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

#### ARTICLE XV 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 Years 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 Years Day, Easter, July 4<sup>th</sup>, 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 Deputy Chief. The exception to the above rules is the day staff, who are eligible to take holidays on the calendar day on which they fall. Those members who work on New Years Day, Easter, July 4<sup>th</sup>, 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 39.

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.

## ARTICLE XVI HOSPITAL, SURGICAL AND DENTAL INSURANCE

The District presently pays the full cost, and will continue to pay the full cost, of health insurance coverage for all employees and their dependents, who have been hired prior to January 1, 2007 and completed four years of service in the Arlington Fire District. The following is a list of two health insurance plans offered by the Fire District, which an employee may choose one.

1. Empire Blue Cross and Blue Shield; Empire Deluxe PPO, with no deductible in network and an out of network deductible of \$200.00 and a prescription drug card program with a co-pay of (\$5.00/\$15.00/\$25.00). Those employees hired prior to January 1, 2007 and in their first four years of employment who choose this Empire Deluxe PPO insurance shall pay the following percentages by payroll deduction.

- A: During 1<sup>st</sup> year of employment: Twenty (20) percent
- B: During 2<sup>nd</sup> year of employment: Fifteen (15) percent
- C: During 3<sup>rd</sup> year of employment: Fifteen (15) percent
- D: During 4<sup>th</sup> year of employment: Fifteen (15) percent

2. Empire Blue Cross and Blue Shield; Empire Deluxe HMO, will be provided at no cost to all employees who choose this plan. Any employee who has completed his/her fourth year of employment will be paid an amount equal to fifty (50%) percent of the difference in costs between the HMO and PPO single, double or family plan, paid in two equal payments in the first week of June and in December for as long as they stay in the Empire Blue Cross and Blue Shield, Empire Deluxe HMO plan.

Any employee hired after January 1, 2007 will receive the single HMO or PPO health plan at no cost to the employee. If the single PPO health plan premiums rise to an amount greater than ten (10%) percent above the premiums of the single HMO health plan, the employee shall pay the difference if he/she elects the single PPO plan. If an employee chooses the double or family HMO or PPO health plan, they will pay twenty (20%) percent of the actual premium difference between that plan and the least costly single health plan.

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. (See attached 1-5)

The Phoenix Dental Benefits Program coverage will continue to be fully paid 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. (See attached 6-8)

The First Rehabilitation Company of America Vision Care, Plan E, will be fully paid 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 employees retirement. (See attached 9)

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. 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 XVII 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.

If an employee is at 2880 hours and does not use sick time, the District will pay for over the above hours at straight time at twelve (12) hours per day.

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. (example - retirement due to injury)

Length of Notice	% of Unused Sick Time
100%	1 year or greater
75%	9 months to 1 year
66%	4-9 months
50%	0-4 months

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.

#### ARTICLE XVIII 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.

ARTICLE XIX  
UNIFORMS

The Fire District will continue the practice of buying work uniforms as heretofore observed. Replacement of worn and/or permanently soiled work uniforms and turnout gear shall be made promptly after approval by the Board's representative assigned the duty of inspection.

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

Helmet	Blue Work Pants	Class "A" Dress Uniform	Name Tags	Gloves
Nomex Hood	Long Sleeve Shirts	Winter Coat	Uniform Badge	
Turnout Coat	Short Sleeve Shirts	Ties	Hat Badge	
Turnout Pants	Summer IKE Jacket	Bell Hats	Black Belt	Black knit hat
Boots	Safety Shoes	Sweater	Ball Caps	

Uniform Dress Code

Summer Uniform (April 1 to November 1)

Firefighters and Paramedics

Black safety toe shoes, black Wellington style boot, or safety boot

Black socks

Black belt

Navy blue work pants, straight leg, no cuffs

Blue uniform shirt (short sleeve)

District patch on left shoulder

F.F./Paramedics & Paramedics to have Union designed, District approved patch on right shoulder.

Firefighter/EMT's to have Union designed, District approved patch on right shoulder.

Firefighter/CFR's to have Union designed, District approved patch on right shoulder.

Badge on left side

John Doe

Name tag on right side (optional)

Example:

Firefighter

Lieutenants and Fire Prevention Officer- Same as Firefighter with the following exceptions:

White uniform shirt

Proper collar brass

Mechanic- Same as Firefighter except dark blue shirts.

Winter Uniform (November 1 to April 1)

Same as Summer Uniform except:

Long sleeve uniform shirt

Blue Uniform Sweater, Winter Coat, or Ike Jacket, Black knit hat may be worn as weather dictates.

Lieutenants and Fire Prevention Officer to wear black tie when in public, except during alarms.

### Safety Gear

Proper safety or turn-out gear will be worn in accordance with District Standard Operating Procedures , revision date January 1994.

### Appearance

Shirts without ties will be buttoned up excluding the top button.

Blue uniform hat or ball cap may be worn at any time.

White T-shirts, authorized Fire Department T-shirts (officers must wear white or white with blue trim), or authorized union T-shirts to be worn under uniform shirt.

A navy blue sweat shirt, with or without a hood, with the approved insignia, may be worn between the hours of 2300 and 0700 and during work details. (ie. house chores, rig checks, outside maintenance)

An approved turtle neck with or without insignia can be worn under the uniform shirt

Shoes are to be clean and polished at all times.

Hat visor clean at all times.

Uniforms are to be neat and pressed at all times.

Hair length will not go below the shirt collar.

Hair will be neat and combed.

Sideburns will not be lower than ear lobe.

Mustaches will not exceed the upper lip line.

Beards will not be permitted.

Summer and Winter uniforms dates can be changed by the Commissioners or Deputy Chief as weather may dictate.

## ARTICLE XX 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 non-contributory 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 non-contributory 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 non-contributory 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 XXI 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 Deputy Chief.

ARTICLE XXII  
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.

ARTICLE XXIII  
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.

ARTICLE XXIV  
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 there after 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 then 72 hours notice, they shall be paid in units of two (2) hours for up to four (4) hours and hourly there after 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, Deputy Chief, Assistant Chief, the EMS Director, Assistant EMS Director, Fire Lieutenants, or in their absence, the commanding officer in charge.

When needed at the scene of a fire and authorized by the Chief, Deputy Chief, Assistant Chief, or officer in charge (as per contract), the "appropriate shift" will be called with a then determined number of personnel to be called. Should additional manpower be needed, the same procedure will be followed. For greater alarms of third and up, an entire shift's personnel will be automatically called for each greater alarm. Each person contacted 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 at the scene (with their protective gear). Appropriate shift will be the opposing 24 hour shift. Example 1 working calls 2, 3 working calls 4.

ARTICLE XXV  
WORKING OUT OF CLASSIFICATION

Working out of classification is when a person is required to work or fill a rank higher than that which he/she normally pursues. In the absence of an officer, (i.e. Lt., FF/Mechanic) the person filling that position will receive the salary differences for fulfilling that job and responsibility.

When a need exists for temporarily replacing a Fire Lieutenant who has scheduled time off (72 or more hours notice), the person who shall fill that position will be another Fire Lieutenant. .

When a need exists for temporarily replacing a Fire Lieutenant who has unscheduled time off (less than 72 hours notice), the person who shall fill that position will be the senior Firefighter assigned to that group who currently is on a Civil Service Promotional list. Seniority for replacing a Fire Lieutenant will be based on appointment as a Firefighter in the Arlington Fire District.

If there is no other Firefighter assigned to that group who meets the above criteria then another Firefighter who currently is on a Civil Service Promotional list may be hired per the overtime guidelines.

Nothing contained in this article is intended to require an employee to accept an out of title position, and further, the refusal to accept an out of title position shall not be held against a person when and if a vacancy is filled permanently.

## ARTICLE XXVI EDUCATIONAL INCENTIVE PAY

All District personnel, except Paramedics, are required to have Certified First Responder and CPR cards, minimum. If a Firefighter's CFR, EMT-B, or EMT IV/Paramedic 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 EMT level four (IV), 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.

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 CPR review annually
- maintain a current CPR certification
- attaining 20 CME drill credits

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

- current certification as a New York State EMT-B
- completing Blood Borne Pathogens refresher training annually
- completing bi-annual EMT-B 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 EMT level IV paramedic
- 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

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 E.M.T.D or Firefighter/Medic. A Firefighter must maintain Arlington Fire District “D” certification in order to receive the EMT Stipend below.

The below listed stipends, for employees maintaining certification, will increase yearly per Article 9 (Salary) of this agreement.

	2005	2006	2007	2008	2009	2010	2011
EMT-B	\$2900.	\$3008.75					
EMT-IV	\$5200.	\$5395.00					

District employees may re-certify as an EMT - Basic or EMT- Paramedic 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 must attend all required non-core classes at A.F.D. while on duty. Any required core classes offered by A.F.D. while on duty must also be attended.
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 can not be provided while said employee is scheduled to work, shall be compensated per article 13 (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.

The Fire District will reimburse employees for up to four (4) credit hours per semester, including associated books, for Spring, Summer, and Fall semester courses, in a matriculated program, or a public administration, or fire service related course. Reimbursement based on S.U.N.Y. per credit cost . Employee must achieve a grade “B” or better final grade.

## ARTICLE XXVII SAFETY AND HEALTH COMMITTEE

The District and the Association agree to form a joint committee which shall be know 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 Deputy 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 XXVIII 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.

#### ARTICLE XXIX PERSONAL LEAVE

The Fire District agrees to allow sixty (60) hours personal leave time for firefighters 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 can not be carried over to the following calendar year, but will be turned into sick time instead.

#### ARTICLE XXX 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.

#### ARTICLE XXXI 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.

#### ARTICLE XXXII TRANSFERS

A transfer occurs when an employee is 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.

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. A Lieutenant's seniority shall be from the date of promotion to that rank for all issues involving the Lieutenant's position. (Example: Openings, Transfers, Time Off)

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.

#### ARTICLE XXXIII STAFFING AND CERTIFICATION

Local #2393 has agreed to assure that an EMT is provided to maintain NYS Ambulance Certification and to provide a Firefighter/Medic, as indicated in this Agreement:

1. The Fire District agrees to authorize the hiring of overtime to maintain the following minimum staffing levels:

1. A Lieutenant, four (4) Firefighters, and a Firefighter/Medic, will be assigned to Headquarters at all times, 24 hours a day, seven (7) days a week.
- b) A Lieutenant and at least three (3) Firefighters, with at least one of the firefighters being a Firefighter/medic, will be assigned per the transfer Article to either Station #3 or Station #5, Monday 7:00 am 7:00 pm and Tuesday thru Thursday 7:00 am to 5:00 pm. If a Firefighter/Medic is not available to work then that position will be filled with a Firefighter.
- c) The assignment of personnel will be the responsibility of the Lieutenant.
- d) The Lieutenant will assure that personnel with valid certifications will be assigned to maintain NYS Ambulance Certification.
2. The Fire District authorizes the hiring of overtime to back fill the Firefighter/Mechanic's and/or the Fire Equipment Mechanic's Helper 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 50% of the members assigned to the group on vacation and/or Holiday leave on any given day, rounded to the nearest person, as per the District Overtime Guidelines, Article 39. (Sample scale below)
4. It is agreed that the current Overtime Guidelines will be separated into those effecting 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 overtime payment for occasions when last minute call-ins and late scheduling of time off necessitate changes in personnel's scheduled duty assignments.

Number on group	50%	Number allowed off on vacation and/or holiday	Number on group	50%	Number allowed off on vacation and/or holiday
1	0.5	1	1 1	5.5	6
2	1	1	1 2	6	6
3	1.5	2	1 3	6.5	7
4	2	2	1 4	7	7
5	2.5	3	1 5	7.5	8
6	3	3	1 6	8	8
7	3.5	4	1 7	8.5	9
8	4	4	1 8	9	9
9	4.5	5	1 9	9.5	10
10	5	5	2 0	10	10

ARTICLE XXXIV  
TEACHING AND ASSISTING M.T.O.

Career Staff may teach, or assist the Municipal Training Officer of the Arlington Fire District, when requested under the following guidelines:

- 1) A Career Training Bureau Member may assist the MTO 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 specific knowledge of the subject being taught.
  - c. Member must have at least NYS Training Officer Workshop 1.
  
- 2) A Career Training Bureau Member may instruct drills and classes, and may assist the MTO 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.
  
- 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 NYS Office of Fire Prevention & Control to teach the course.
  - c. Member must have designation by NYS OFPC as a Municipal Fire Instructor.

Approval by the Deputy Chief will be needed for all training overtime. The members of the career staff who teach or assist the Municipal Training Officer will be compensated for their time per articles: XIII, XXV.

To receive designation as a Municipal Fire Instructor, an individual must meet the standard Fire Instructor, Level I requirements of part 426.4 of the Minimum Standards for Firefighting Personnel. MFI's may instruct any NYS Fire Training course for which they are certified, as part of the Arlington Fire District training program.

## ARTICLE XXXV 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 Fire Prevention Officer (FPO) in the investigation of fires and investigate fires in the absence of the FPO as outlined within this agreement.

3. A member may assist in the fire investigation process with the FPO if they meet the following requirement(s):
  - I. Member must have at least two (2) years experience as a career Firefighter in the Arlington Fire District.
  - II. 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):
  - I. Member must have at least four (4) years as a career Firefighter in the Arlington Fire District.
  - II. Member has completed NYS fire/Arson Investigation Course.

- III. 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 Deputy Chief and maintained by the District and the Overtime Chairman for accuracy.
- 4. Approval for members assisting or investigation of fires 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 XIII "Overtime"
  - II. Article XXIV "Callback"
  - III. Article XXV "Working out of Classification"

ARTICLE XXXVI  
FIREFIGHTER/MEDIC PROGRAM

The Fire District and Local #2393 agree that the Association will continue providing ALS/Paramedic service within the Fire District 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 on going. The Local understands the District can set the number of Firefighters who may attend each class, with the understanding that this training will be offered each year.

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 XXVI, 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 XXXIII, then the Fire District retains the right to hire "Paramedics".

ARTICLE XXXVII  
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 articles IX and X 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 XVII-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.

#### ARTICLE XXXVIII 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.

#### ARTICLE XXXIX DISTRICT OVERTIME GUIDELINES

1. Time and one half (1.5) will be paid 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 Deputy Chief and Lieutenant 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 Deputy 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 XXXIII- 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 XXXX FIRE PREVENTION EDUCATION ADDENDUM

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 FPO in conducting Fire Prevention education activities if they meet the following requirement(s):
  - III. Member must have at least one (1) year as a career Firefighter in the Arlington Fire District and be off of probation.
  - II. 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):
  - I. Member must have at least two (2) years as a career member of the Arlington Fire District.
  - II. 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 Deputy 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 or Deputy 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 XIII "Overtime"
  - II. Article XXIV "Callback"
  - III. Article XXV "Working out of Classification"
- 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 is specifically intended to provide qualifications for Firefighters who teach Fire Prevention activities.

ARTICLE XXXXI  
PROBATIONARY FIREFIGHTER STEPS

The probationary Firefighter (PF) reporting to work will be under the supervision of either the Duty Lieutenant 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 13, 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 Deputy 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 Lieutenant. 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 Deputy Chief and the MTO will evaluate, with information from the Lieutenant's evaluation forms, and make recommendation for moving the (PF) to step 3.

STEP 3- 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 Lieutenant on the group they are assigned to. 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 two months; one month on one group and another month on a different group. The Lieutenant will fill out the evaluation form at the end of each shift. The (PF) will start and continue to receive the two (2) hours O.T., per the contract, once assigned to a group at step 3. At the end of the two month period, the Deputy Chief, MTO, and appropriate Lieutenants will make a recommendation whether to move the (PF) to step 4.

STEP 4- 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. The (PF) may be assigned to a one to two week rotation of Fire Prevention and at the Shop to become familiar with these operations. (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 Civil Service before the (PF) first year anniversary. The Deputy Chief, MTO, and Chairman of the Board will meet for a final determination of the (PF) status.

## ARTICLE XXXXII 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 recognize 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 Deputy 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 is 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 Deputy 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 Deputy Chief of such violation. Thereafter the EAP, the Deputy 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 Deputy Chief regarding their participation in the treatment program. The EAP will periodically notify the Deputy 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 Deputy 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 Deputy 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 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.

4-B-4: Upon the employee's return to work, the EAP shall provide the Deputy 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 Deputy Chief of such violation. Thereafter the EAP, the Deputy 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 Deputy Chief immediately. The supervisor's oral communication shall be subsequently memorialized in a written report to the Deputy Chief.

The Deputy 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 Deputy 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 Deputy 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 Deputy 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 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 Deputy Chief as to the employee on the test results and all paper work on this matter shall be obspinged from the files. The confirmatory GC-MS test from the laboratory shall provide copies of all test results to the Deputy Chief, the employee and to the employee's representative.

l) " The Work Place's" designated laboratory shall report to the Deputy 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 Deputy Chief and to the employee and all paper work on this matter shall be obspinged 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 Deputy 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 Deputy Chief and to the employee and all paper work on this matter shall be obspinged 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/mp GC-MS
Amphetamines	300 ng/ml Amphetaimine	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 prescribe 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 Deputy 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:

a) 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 substances. The results of the second test shall be sent to the Deputy Chief, the employee and to the employee's representative.

#### SECTION 5: MANDATORY TESTING

Any employee may be required, at the discretion of the Deputy 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 Deputy 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 Deputy 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 years vacation leave time.

6-C

Upon the employee's return to work, the EAP shall provide the Deputy 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 Deputy Chief of such violation. Thereafter the EAP, the Deputy 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 Deputy 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 voluntarily admits a violation of the program conditions, the EAP shall provide the Deputy 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 Deputy 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 myself and to the Deputy 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 Deputy 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:

\_\_\_\_\_  
Deputy 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 out patient 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 myself and to the Deputy 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 Deputy 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:

\_\_\_\_\_  
Deputy 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 myself and to the Deputy 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 Deputy 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:

\_\_\_\_\_  
Deputy Chief

\_\_\_\_\_  
Date

ARTICLE XXXXIII  
LIGHT DUTY

1. Any permanent appointed member who:
  - I. 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
  - II. 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:

- I. 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.
  - II. 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.
  - III. Regardless of specific schedule configuration, any member on light duty shall report for duty to the on-duty Lieutenant at Headquarters for assignment(s). The District shall have contacted the Lieutenant 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:
- I. 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.
  - II. 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.
  - III. Shall have the right to grieve any decision under Article VII of the parties collective bargaining agreement.
5. The District shall have the authority to :
- I. Require the production of any documentation to substantiate the application;
  - II. 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 can not 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:

- a. Commence at Seven (7) days if found favorable to the member;
- b. Commence at time of opinion if found in the District's favor.

- III. Require the member to sign forms for the release of medical information that bears upon the application;
- IV. 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 supercedes any and all pre-existing agreements pertaining to health conditions unrelated to employment with the Arlington Fire District.

ARTICLE XXXXIV  
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 not 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 not 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.

ARLINGTON FIRE DISTRICT

APPLICATION FOR GML 207-a  
DISABILITY BENEFITS  
(Attachment 4)

Name of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Party Submitting Application: \_\_\_\_\_ Date: \_\_\_\_\_

I HEREBY APPLY FOR BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW BASED ON THE FOLLOWING;

A) Injury Sustained in the Performance of Duty

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the injury including the date, time and place where the injury occurred; a brief description of the nature and extent of the injury; list the name and address of medical care providers (including hospital) who may have treated you to date, include the name and rank of other members who may have witnessed the incident. Attach any available documents with information relevant to the injury.)

**B) Sickness as a Result of the Performance of Duty**

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the sickness including the date, time and place where the sickness in performance of duty occurred; a brief description of the nature and extent of the sickness; list the name and address of medical care providers (including hospital) who may have treated you to date. Attach any available documents with information relevant to the injury.)

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNMENT THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

Signature of  
Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

The decision on my application should be mailed to me at the following address:

\_\_\_\_\_

and to my representative: \_\_\_\_\_

Application Received by: \_\_\_\_\_

Signature of Person Authorized  
to Receive  
Application: \_\_\_\_\_ Date: \_\_\_\_\_

ARLINGTON FIRE DISTRICT

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE DISTRICT OF THE ARLINGTON FIRE DISTRICT OR ITS REPRESENTATIVES, INFORMATION INCLUDING PATIENT FILES, MEDICAL CHARTS, PHYSICIAN NOTES, X-RAYS, AND OTHER PERTINENT INFORMATION, REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Type of Print Name: \_\_\_\_\_

STATE OF NEW YORK        )  
  )ss.:  
DISTRICT OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and know to me to be the individual described in

and who executed the foregoing instrument, and who duly acknowledge to me that (s)he executed the same.

---

Notary Public

ARTICLE XXXXV  
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 or Deputy 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 XIII "Overtime"
  - II. Article XXIV "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.

This contract was duly ratified by the Arlington Fire District and the Arlington Professional Fire Fighters Association, IAFF #2393, and that ratification is indicated by the presence of the signatures below.

ARLINGTON FIRE DISTRICT

ARLINGTON PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION  
IAFF LOCAL #2393

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_