

AGREEMENT

BETWEEN

ARLINGTON FIRE DISTRICT

AND THE

ARLINGTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

IAFF LOCAL #2393

January 1, 2006 To December 31, 2011

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 1st Day of January, 2006. It shall continue in full force and effect until the 31st 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.

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 XI
LONGEVITY

Longevity is to be paid as follows:

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

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

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

Firefighter/Medic Longevity is to be paid as follows:

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

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

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

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.

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

\$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, shall provide medical evidence of their condition and,

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.

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

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 4th., Thanksgiving, or Christmas.

**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	11	5.5	6
2	1	1	12	6	6
3	1.5	2	13	6.5	7
4	2	2	14	7	7
5	2.5	3	15	7.5	8
6	3	3	16	8	8
7	3.5	4	17	8.5	9
8	4	4	18	9	9
9	4.5	5	19	9.5	10
10	5	5	20	10	10

- 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 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 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".

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 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 and to the employee on the test results and all paper work on this matter shall be obfuscated 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 obfuscated 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 obfuscated from the files. No disciplinary action can be taken against an employee for a negative result from a controlled substance test. Disciplinary action for misconduct or incompetency shall be referred to Section 4, of this policy.

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

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

4-C-1:

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

b) After the employee receives notice of a confirmed positive test from the Department's laboratory, the employee may make written request within five calendar days to the 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

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.

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 "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

- 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.

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

Section 14

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

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

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

REVIEW OF DISABILITY

Section 15

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

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

Section 16

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

Section 17

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

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.

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.)

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: _____

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.