

2012 - 2016

AGREEMENT

BETWEEN

THE CITY OF BINGHAMTON

AND

BINGHAMTON FIREFIGHTERS LOCAL 729, AFL-CIO, I.A.F.F.

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THIS AGREEMENT, entered into this 3 day of October, 2012, by and between the CITY OF BINGHAMTON, a municipal corporation organized under and by virtue of the Laws of the State of New York, hereinafter referred to as "the City" and the BINGHAMTON FIREFIGHTERS LOCAL 729, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as "the Association".

ARTICLE I - RECOGNITION

Section A. The City recognizes the Association as the sole and exclusive representative of all members of the Bureau of Fire, except for the Fire Chief, and office staff in accordance with the provisions of Permanent City Ordinance No. 200 of 1969.

The City agrees that the Association shall be the sole and exclusive representative for all bargaining and grievances.

Section B. The City shall deduct from the wages of members and remit within ten days to the Association regular membership dues for those members who sign authorizations permitting such payroll deductions. The City shall also deduct from the wages of all Firefighters covered by this Agreement, who are not members of the employee organization, an amount equivalent to the dues levied by the Association and said amount shall be transferred to the Association within ten (10) days. The Association will establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association and all bargaining unit members waive any claim against the City for deductions which in good faith are made or not honored as the case may be. All disputed amounts shall be escrowed by the City, and all disputes under this Section shall be resolved in accordance with Section 16. The only liability to the City under the Section is to restore monies improperly collected or to pay dues properly owing.

Section C. The Association affirms that it will not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE 2 - HOLIDAYS

Section A. In addition to all holidays designated as such for Firefighters by any state or national law, members of the Bureau of Fire shall also receive the benefit of all other holidays designated or observed as such by the City. Eight (8) hours for each holiday not worked shall be paid to each member of the Bureau of Fire.

Section 1. All holidays enumerated below shall be paid to all fire personnel covered by this Agreement:

	2012	2013	2014	2015	2016
New Year's Day	1-1-12	1-1-13	1-1-14	1-1-15	1-1-16
Martin Luther King Day	1-16-12	1-21-13	1-20-14	1-19-15	1-18-16
Lincoln's Birthday	2-12-12	2-12-13	2-12-14	2-12-15	2-12-16
Washington's Birthday	2-22-12	2-22-13	2-22-14	2-22-15	2-22-16
Memorial Day(observed)	5-28-12	5-27-13	5-26-14	5-25-15	5-30-16
Independence Day	7-4-12	7-4-13	7-4-14	7-4-15	7-4-16
Labor Day	9-3-12	9-2-13	9-1-14	9-7-15	9-5-16
Columbus Day(observed)	10-8-12	10-14-13	10-13-14	10-12-15	10-10-16
Election Day	11-6-12	11-5-13	11-4-14	11-3-15	11-8-16
Veteran's Day	11-11-12	11-11-13	11-11-14	11-11-15	11-11-16
Thanksgiving Day	11-22-12	11-28-13	11-27-14	11-26-15	11-24-16
Christmas Day	12-25-12	12-25-13	12-25-14	12-25-15	12-25-16

If the above dates conflict with State or Federal laws, there will be no duplicate payments made for said holidays.

Section 2. Payment for Firefighters who work on holidays: In addition to their regular day's pay and/or overtime pay, those who work on holiday shall be paid at the rate of time and one-half for hours actually worked.

Section 3. Holiday pay will be in the next immediate pay period.

Section 4. This Section does not cover holidays that are designated and observed by other bargaining units as a result of contract negotiations.

Section 5. The staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention agree to work six (6) of the enumerated holidays. The selection of holidays is at the option of the employee based upon seniority and as available, at the discretion of the Chief and will be made at the time of vacation selection. Holidays occurring while the Firefighter is on vacation count as holidays worked under this subsection.

Section 6. The staff officers and Fire Lieutenants and Captain regularly assigned to Fire Prevention will observe the aforesaid holidays on the date said holidays are observed by City Hall. In the event that City Hall does not observe the aforesaid holidays, said holidays will be observed by the Fire Prevention Staff Officers, Fire Lieutenants and Captains on the same dates as the other Firefighters.

ARTICLE 3 - WORK WEEK AND WORKING CONDITIONS

Section A. Work Week and Pay Schedules

The City will continue to recognize that the average work week is forty (40) hours, in accordance with New York State Law. Salary payments will be on a semi-monthly basis.

Section B. Work Schedules

Section 1. Changes in the written work schedule shall be arrived at by mutual agreement between the Chief and the Association, subject to the approval of the Commissioner of Public Safety. The work schedule for the staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention shall be 7:30 a.m. to 5:30 p.m., four (4) days per week.

Section 2. All Firefighters, other than Fire Administration, Fire Marshall's Office and Training, will be scheduled on a twenty-four (24) hour work schedule. Effective January 1, 2008; Firefighters working a 24-hour (one shift) schedule will be paid for forty-eight (48) (i.e. two shifts) hours of AL leave time at straight time the first pay date in November each year in a separate check. Firefighters will continue to receive the remaining forty-eight (48) hours (i.e. two shifts) off in accordance with present practice. The scheduling of AL days off

and days to be worked will be completed by November of each year, along with the vacation schedule, as is the present practice.

The 24-hour work schedule shall consist of 24-hours on duty and 72-hours off duty (24/72). Firefighters will not work more than thirty six (36) hours unless they have had twelve (12) hours off.

Firefighters will work no more than twelve (12) hours on ambulance duty and then twelve (12) hours on line duty or twelve (12) hours off duty before any further ambulance duty.

Section C. Overtime

Section 1. All members of the Fire Bureau who are kept on duty because of a conflagration, major emergency, or to maintain manpower standards shall be paid at one and one-half times the regular hourly rate for time actually worked.

Section 2. All authorized overtime duty required of members of the Bureau of Fire shall be compensated at the rate of one and one-half times the regular hourly rate of pay. This shall be paid on the pay date following the overtime. The overtime pay for firefighters held over at the end of their shift will be computed based upon actual time worked up to fifteen (15) minutes. Firefighters held over at the end of their shift more than 15 minutes shall be paid for one (1) hour of overtime. Firefighters held over at the end of their shift for more than 1 hour shall be paid overtime based on all the actual time worked in six (6) minute increments.

Section 3. A Firefighter who is required to report to Court or report for other duty at the direction of the Fire Chief during off-duty hours, shall be compensated at the rate of one and one-half times the Firefighter's regular hourly rate of pay with a minimum payment of three (3) hours.

Section D. Working Rules

Section 1. Nothing herein shall be deemed to prohibit the adoption of rules by the Bureau for the operation of the Bureau, providing such rules do not conflict with any of the provisions of this Agreement, and there shall have been prior consultation before adoption of the rules with officers of Local 729.

Section 2. The Labor-Management Committee otherwise provided for in this Agreement shall be empowered to undertake consultation on either work schedules or vacation schedules at the request of either party.

Section 3. Any agreed vacation and/or work schedule shall be presented to fire personnel no later than December 15. Any new vacation and/or work schedules shall be effective January 1.

Section 4. Results of any written or oral examinations or tests will be held in strict confidence between the individual member and any person of supervisory capacity. The confidentiality of this Section is not intended to include legal or grievance proceedings where the results of examinations or tests are reasonably necessary for the prosecution or defense.

Section 5. Any reprimand shall be given in a manner that will not embarrass the Firefighter before other Firefighters or the public.

Section E. Fire Bureau Regulations

Section 1. All rules and regulations of the Binghamton Fire Bureau not covered by this Agreement shall be covered in general or special orders and by the published Binghamton Fire Bureau Rule Book. A new revised rule book shall be published at least once every five (5) years. The Association shall be consulted in any revision of the Rule Book.

Section 2. All general and special orders shall be in writing signed by duly authorized officers of the Bureau.

Section 3. All administrative verbal orders of a continuous nature shall be followed by a written order within ninety-six (96) hours to remain effective, with proper authorized signatures, and shall be placed on station bulletin boards for a period not less than thirty(30)days.

ARTICLE 4 - VACATIONS

Section A. Firefighters shall be granted vacation in each calendar year as follows: Two (2) twenty-four (24) hour shifts after two (2) years; Four (4) twenty-four (24) hour shifts after three (3) years; Six (6) twenty-four (24) hour shifts after four (4) years. (Members assigned to the Fire Prevention Staff shall

receive sixteen (16) ten hour shifts after four (4) years;

Vacations may be taken one (1) shift at a time, other than staff officers and the Fire Lieutenant and Fire Captain regularly assigned to fire prevention who are covered by Section D. All Firefighters with twenty (20) or more years of service shall be granted an additional two (2) 24-hour shifts of vacation. (Members assigned to the Fire Prevention Staff with twenty (20) or more years of service shall be granted an additional six (6) ten hour shifts of vacation.) Said additional two (2) vacation shifts may or may not be consecutive and said additional two (2) vacation shifts for Line Personnel shall be arranged between the individual and his/her Duty Chief after all others have selected their vacations (staff officers, Fire Lieutenant and Fire Captain regularly assigned to fire prevention are covered by Section D). Said additional time will be selected on a seniority basis and on an as-available basis at the Chief's discretion. Three (3) Firefighters (Line Personnel) per shift can take vacation.

Section B. The City shall provide payment for unused, and/or accumulated holiday, vacation (vacation credit shall not accumulate from year-to-year), and overtime or recall time upon the separation or retirement of a member in good standing.

Section C. Line Officers and Firefighters shall pick vacations within the group to which they are assigned, with officers picking first by seniority and Firefighters picking second by seniority. No more than two (2) Assistant Chiefs will take vacation at the same time, unless permission is granted by the Chief of the Department.

Section D. Staff Officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention shall choose vacations separate from Line Officers and Firefighters. Vacations shall be based upon seniority and as available, at the discretion of the Chief of the Department.

ARTICLE 5 - SICK LEAVE

Section A. Sick leave for non-duty connected injury or illness shall be computed at the rate of one (1) sick day per month and may be accumulated. All employees appointed to the Fire Bureau from other City departments shall be entitled to the transfer of two-thirds (2/3) of all accumulated non-Fire Bureau City-earned sick days upon appointment to the Fire Bureau. Sick

leave for new members shall start accumulating at the date of entry in the Department. Sick leave shall be deducted at the rate of two (2) sick days per use because of non-duty connected injury or illness.

Section B. Any Firefighter that has been absent five (5) different times (for any length of time per absence) over a twelve (12) month period may be required to visit a physician each and every time that the Firefighter is absent due to illness thereafter, within the twelve (12) month period in which he/she has five (5) different absences and to provide, at their own expense, a written statement from the physician to the supervisor, upon returning to work. Any Firefighter that is absent two (2) or more consecutive work shifts shall be required to consult a physician upon returning to work. The Fire Chief retains the right to exercise his/her prerogatives as provided for in the City of Binghamton's Code Section 2-184, in cases of abuse.

Section C. Consistent with past practice, payment of sick days will be calculated by multiplying the hourly rate of pay times eight (8) hours per day times the number of accumulated sick days. Maximum accumulated sick time for payout purposes, upon retirement or leaving the City's service in good standing, will be set at one hundred fifty (150) days with maximum payout set at two-thirds (2/3) of accumulated days up to a maximum payout of one hundred (100) days. For example, an eligible employee with one hundred fifty (150) accumulated days would receive a payment of hundred (100) days pursuant to this paragraph. Payment will be made within thirty (30) days of retirement or leaving service. The hourly rate of pay will be calculated in accordance with past practice.

ARTICLE 6 - DEATH BENEFITS

Section A. Unused compensatory time, overtime, holiday, and vacation pay shall be paid over to the department member's surviving spouse or, if there be none, to the beneficiary or estate, within thirty (30) days of the termination of employment because of death. Payment shall be at the hourly rate set forth in this Agreement.

Section B. The City agrees to continue the provisions of General Municipal Law Section 208-b to provide death benefits for beneficiaries of Firefighters of the City of Binghamton if the

Mayor shall determine, on the basis of the evidence, that such Firefighter met the statutory criteria.

Section C. The City shall pay to the Firefighter's surviving spouse or, if there be none to the beneficiary or estate of a Firefighter, two-thirds (2/3) of up to one hundred fifty (150) accumulated sick days to a maximum payout of one hundred (100) days. For example, an eligible surviving spouse, beneficiary or estate of Firefighter with one hundred fifty (150) accumulated days would receive a payout of one hundred (100) days. Such payment shall be made within thirty (30) days of termination of such employment because of death. Payment shall be at the hourly rate set forth in this agreement.

Section D. Effective January 1, 2011, a surviving spouse and/or surviving dependent children (as defined by State Law) of a Firefighter killed in the line of duty shall receive health insurance coverage under the City's plan. The surviving spouse and/or surviving dependent children shall contribute the same percentage or amount contributed by current members, as the same may be adjusted from time to time to the annual cost of insurance premiums. The City shall pay the remaining cost. A surviving spouse or dependant child who leaves the plan shall have no right to return in the future. No new dependant children shall be added to coverage by virtue of this provision. Exceptions for coverage will be considered and made on a case-by-case basis by the City. A surviving spouse shall only be eligible for coverage until he/she is eligible for health coverage under the Federal Medicare Program.

ARTICLE 7 - PERSONAL LEAVE

Two (2) twenty-four (24) hour shifts for personal leave shall be granted to all members of the Bureau of Fire, except staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention, who shall receive three (3) personal leave days. Firefighters, except staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention, shall be permitted to take 24-hours of personal leave in two (2) twelve (12) hour periods. Request for such leave shall be made twenty four (24) hours in advance, except in case in the member's emergency. Leave must be approved by the Duty Chief, whose approval shall not be unreasonably withheld. Personal leave days shall not be accumulative.

Chiefs, Acting Chiefs, Assistant Chiefs, and Acting Assistant Chiefs shall grant a member a minimum of two (2) hours off duty in emergency cases of sickness, accident, or other emergency occurring in the member's immediate family which shall be defined as spouse, parent, sibling, child, mother and father-in-law, and grandparents, grandparents-in-law, grandchildren, brother and sister-in-law, step-Mother and step-Father, step-siblings, step-child, significant other and significant other's Mother, Father, brother, sister or child. A significant other is defined as the member's domestic partner.

One (1) full 24-hour shift shall be granted to a member in case of death in his/her immediate family, as defined above.

In case of extreme emergency, additional time off duty shall be granted, despite the fact that the circumstance of such case may not be herein described.

Members shall be continually mindful of the fact that the provisions and benefits to them as outlined above are not to be abused. All cases shall be at the discretion of the Chief or his/her designee.

The first two requests for personal leave shall be granted subject to the discretion of the Duty Chief.

ARTICLE 8 - INSURANCE

- A. For all members hired prior to 9/30/2011, the City will provide coverage under the Blue Cross/Blue Shield of Central New York Classic Blue Regionwide Plan; and the Blue Cross/Blue Shield of Central New York Dental Program Basic Coverage Schedule of Allowances Schedule A; and the Supplemental Basic Benefits Rider Schedule of Allowances Schedule A; and the Periodontics Benefits Rider Schedule A and the Orthodontic Benefits Rider Schedule A and the Blue Cross/Blue Shield Vision Expense Schedule of Allowances Schedule A.
- B. All members hired after 9/30/2011 will be enrolled in the Blue Cross/Blue Shield PPO Plan. Employees on the PPO Plan will contribute fifteen percent (15%) of the premium, with the City paying eighty-five percent (85%), from 1/1/2012 through 12/31/2016.

- C. For all members receiving coverage under the plans described in Paragraph A above, effective January 1, 2012 through December 31, 2013, the employee will pay fifteen percent (15%) of the premium, with the City paying eighty-five percent (85%). Effective January 1, 2014 through December 31, 2015, the employee will pay sixteen percent (16%) of the premium, with the City paying eighty-four percent (84%). Effective January 1, 2016, the employee will pay seventeen percent (17%) of the premium, with the City paying eighty-three percent (83%).
- D. These premiums shall be automatically subject to the City flex benefit unless the individual requests to opt out of the flex plan in writing, said opt out waiver must be exercised in the month of December for the following year.
- E. The annual deductibles for Classic Blue Regionwide are \$100.00/300.00 and the annual stop-loss maximum under the current major medical component of the plan is three thousand dollars (\$3,000.00).
- F. The City may change to another health insurance carrier other than the above plan, providing the same benefits only by mutual consent of the parties.
- G. The City agrees to cooperate and provide copies of all information regarding health care expenses paid by the City for the Firefighters.

ARTICLE 9 - UNIFORM ALLOWANCE

Section A. The City shall pay One Thousand Dollars (\$1,000.00) per unit member and One Thousand Two Hundred Dollars (\$1,200.00) for new hires in their first year. New hires employed between January 1st and June 30th will receive One Thousand Two Hundred Dollars (\$1,200.00) For new hires employed after June 30th the allowance will be pro-rated. Such allowances shall be paid for all Firefighters, except those permanently classified as 207(a). Said allowance shall be pro-rated during the year for each month of service and will be paid not later than March 1, unless extended by mutual agreement, for thirty (30) days.

All members will provide themselves with approved fire retardant station wear as specified under N.F.P.A. 1975. The City shall be responsible for replacing items of "turnout gear" which are damaged in the direct line of duty. The City and the Union shall jointly form a Review Committee to handle any disputed claims regarding the administration of this provision. The Review Committee shall include the Chief of the Bureau or his/her designee, a union designee and the City's Director of Purchasing.

Section B. There shall not be any change in the type of uniforms, work clothes or work turn-out gear presently used during the term of this Agreement except by mutual agreement of the Labor-Management Committee.

ARTICLE 10 - RETIREMENT

Section A. For all members of the Bureau of Fire, the City will continue the retirement plans in effect. Pursuant to New York State Retirement Law, those members of the Bureau of Fire hired:

Before July 31, 1973 shall be governed by Tier I;

On or after July 31, 1973 through June 30, 2009 shall be governed by Tier II;

On or after July 1, 2009 through January 8, 2010 shall be governed by Tier III;

On or after January 9, 2010 through March 31, 2012 shall be governed by Tier V;

On or after April 1, 2012 shall be governed by Tier VI.

For all members of the Bureau of Fire, the City will continue the retirement plans in effect, as outlined below, as modified by the requirements of the applicable State statutes now in effect:

1. One (1) year averaging of final salary in accordance with Article 8, Section 302(9)(d) of the New York State Retirement and Social Security Law.

2. Twenty-five (25) year one-half (1/2) pay retirement.

3. Twenty-five (25) year one-half (1/2) pay retirement with one-sixtieth added for each additional year of service.

4. Twenty (20) year one-half (1/2) pay retirement.

5. The provisions of New York Retirement and Social Security Law, Section 375-i (the improved career plan).

The City will make no attempt to exclude or block application of Section 375-i to 207-a Firefighters.

Section B. Upon retirement or separation from service, any uncontested net leave balance of vacation, sick leave, and personal leave, and any other monies due to a member pursuant to this Agreement will be paid within thirty (30) days of the City's receipt of a fully executed Separation Check-Out Record. Any contested leave time or payment will be noted on the Separation Check-Out Record. E.G., if there are up to one hundred (100) days eligible for reimbursement and forty (40) days are in dispute or in a negative balance, the City will reimburse the Member for sixty (60) eligible days pending resolution of the disputed days.

ARTICLE 11 - OUT-OF-TITLE WORK

Section A. If any Firefighter is assigned to fill a temporary vacancy caused by another Firefighter's vacation, sickness, leave of absence or for any other reason which requires such Firefighter to perform work in a higher paying classification, he/she shall be compensated at the next higher rate of pay of the higher classification. If such work must be performed in a lower classification, in no case shall the Firefighter be compensated less than his/her regular established rate of pay.

Section B. If a member works out of title for less than a complete work shift, the member will be credit was follows:

1. If a member works less than six (6) hours out of title during a shift, no out of title credit will be received.

2. If a member works six (6) or more hours out of title during a shift, the member shall receive a minimum of twelve (12) hours out of title credit.

3. If a member works twelve (12) or more hours out of title during a shift, the member shall be paid for hours actually worked out of title.

Section C. All fire apparatus will have an officer or acting officer in charge at all times.

ARTICLE 12 - REGULAR HOURLY RATE OF PAY

In accordance with past practice, the regular hourly rate of pay is the annual salary divided by 2080 hours. The "annual salary" is the sum of salary, longevity pay, educational benefit increase (\$300 or \$600) and five percent or three percent (5% or 3%) paramedic pay, when applicable.

ARTICLE 13 - BULLETIN BOARD

The Association shall have the right to post notices and communications on the bulletin boards situated in an appropriate place at the Fire Bureau, subject to the approval of the Fire Chief as to the contents thereof.

ARTICLE 14 - RELEASE TIME FOR ASSOCIATION BUSINESS

Section A. The City will give release time with pay to Officers and Delegates designated by the Association for Association business, but this shall be limited to a maximum of two (2) Firefighters at any one (1) time; except that for conventions of the International Association of Firefighters which is biannual, and the New York State Firefighters, which is annual, the maximum shall be three (3) Firefighters at any time. The Fire Chief will be notified at least five (5) days prior to such release time requested.

Section B. The City will give release time with pay, not to exceed three (3) representatives at any one time, to those members designated by the Association, to participate as a negotiating committee and/or fire labor management committee to conduct Association business pursuant to the Agreement.

ARTICLE 15 - GRIEVANCES

Grievances within the Department shall be handled in accordance with the procedures established pursuant to Resolution No. 21 1963, duly adopted by the Binghamton City Council September 23, 1963.

ARTICLE 16 - CONTRACT ADMINISTRATION

In the event of a dispute between the parties to this Agreement involving the interpretation or application of any provisions of this Agreement, either party shall have the right to resolve the dispute in the follow manner:

Section A. The dispute shall be presented within ten (10) calendar days of its occurrence and discussed by the Deputy Commissioner of Public Safety and representatives of the Association. The Section aggrieved shall be spelled out in writing. If these discussions fail to produce a satisfactory agreement within five (5) calendar days, a written record of the dispute shall be made by each party to this Agreement. Such written record shall be forwarded within five (5) calendar days to the Mayor and the President of the Association.

Section B. The Mayor or the Mayor's representative shall discuss the dispute with the representatives of the Association within seven (7) days of receipt of the written record.

Section C.1. If the dispute is not settled within fourteen (14) calendar days, either party may take the dispute to arbitration upon the service of written notice to the other party of intention to do so; said notice shall be served within ten (10) calendar days; otherwise the right of arbitration of such dispute shall be deemed waived.

Section C.2. Within five (5) work days after such written notice of submission to arbitration, the City and the Association will agree upon a mutually acceptable arbitrator, competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the

American Arbitration Association for the selection of an arbitrator.

Section C.3. The selected arbitrator will hear the matter promptly and will issue a decision no later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusion on the issues.

Section C.4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

Section C.5. The decision of the arbitrator shall be final and binding upon all parties.

Section C.6. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the City and the Association.

Section D. Nothing contained herein shall be deemed to alter in any way the grievance procedure adopted by the City pursuant to the provision of the General Municipal Law, with regard to grievances of individual members.

ARTICLE 17 - FIRE LABOR - MANAGEMENT COMMITTEE

A Fire Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern, including but not limited to questions regarding continuing education and training, productivity and physical fitness, but not to include amendment of this Agreement. This Committee shall be limited to three (3) labor and three (3) management members and shall meet at the request of either party upon reasonable notice to the other party, but not more often than once every month, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

It is agreed that the parties will continue to discuss the implementation of a disciplinary policy and issues pertaining to the process for determining and administering claims under General Municipal Law 207-a, and any agreed upon policy or

procedures will be implemented into the Contract by way of a Memorandum of Agreement. A failure to reach agreement on any of these topics will not be considered a breach of this Contract.

ARTICLE 17B - LABOR/MANAGEMENT SAFETY AND HEALTH COMMITTEE

A labor/management safety and health committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern relating directly or indirectly to the safety and health of the members of the Binghamton Fire Department. This committee shall be limited to three (3) labor and three(3) management members who shall meet at the request of either party upon reasonable notice to the other party, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

ARTICLE 18 - EXECUTION

No amendment of alteration of this Agreement shall be binding, unless it is in writing and signed by the Mayor as authorized by City Council and by two (2) duly authorized representatives of the Association.

ARTICLE 19 - SAVING CLAUSE

This Agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.

ARTICLE 20 - LEGISLATIVE ACTION TAYLOR LAW - 204(A)1

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit 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 21 - TERM OF CONTRACT

This contract shall be effective January 1, 2012, and the expiration date will be December 31, 2016.

ARTICLE 22 - RETROACTIVE CLAUSE

The parties agree that the provisions of this Agreement, unless otherwise expressly stated herein, will be retroactive to January 1, 2012.

ARTICLE 23 - SALARY

Section A. Members hired before 1/01/08 will receive the following salaries:

	<u>01/01/12</u>	<u>01/01/13</u>	<u>01/01/14</u>	<u>01/01/15</u>	<u>01/01/16</u>
1 st Assistant Chief	\$80,844	\$82,259	\$83,904	\$85,582	\$87,294
Fire Marshall	\$80,844	\$82,259	\$83,904	\$85,582	\$87,294
2 nd Assistant Chief	\$77,997	\$79,362	\$80,949	\$82,568	\$84,219
Fire Training Inst.	\$77,997	\$79,362	\$80,949	\$82,568	\$84,219
Fire Captain	\$71,599	\$72,852	\$74,309	\$75,795	\$77,311
Fire Lieutenant	\$66,622	\$67,788	\$69,144	\$70,527	\$71,938
Firefighter, 1 st (more than 36 mo.)	\$60,935	\$62,001	\$63,241	\$64,506	\$65,796
Firefighter, 2 nd (24-36 mo.)	\$56,950	\$57,947	\$59,106	\$60,288	\$61,494
Firefighter, 3 rd	\$52,401	\$53,318	\$54,384	\$55,472	\$56,581
Firefighter, Probationary (less than 12 mo.)	\$46,713	\$47,530	\$48,481	\$49,451	\$50,440

Members hired after 01/01/2008 but before 01/01/2012 will receive the following salaries:

	<u>01/01/12</u>	<u>01/01/13</u>	<u>01/01/14</u>	<u>01/01/15</u>	<u>01/01/16</u>
1 st Assistant Chief	\$80,844	\$82,259	\$83,904	\$85,582	\$87,294
Fire Marshall	\$80,844	\$82,259	\$83,904	\$85,582	\$87,294
2 nd Assistant Chief	\$77,997	\$79,362	\$80,949	\$82,568	\$84,219
Fire Training Inst.	\$77,997	\$79,362	\$80,949	\$82,568	\$84,219
Fire Captain	\$71,599	\$72,852	\$74,309	\$75,795	\$77,311
Fire Lieutenant	\$66,622	\$67,788	\$69,144	\$70,527	\$71,938

Firefighter, 1 st (more than 5 yrs.)	\$60,935	\$62,001	\$63,241	\$64,506	\$65,796
Firefighter, 2 nd (36-59 mo.)	\$56,950	\$57,947	\$59,106	\$60,288	\$61,494
Firefighter, 3 rd (12 - 36 mo.)	\$52,401	\$53,318	\$54,384	\$55,472	\$56,581
Firefighter, Probationary (less than 12 mo.)	\$46,713	\$47,530	\$48,481	\$49,451	\$50,440

Members hired on or after 01/01/12 will receive the following salaries:

	<u>01/01/12</u>	<u>01/01/13</u>	<u>01/01/14</u>	<u>01/10/15</u>	<u>01/01/16</u>
Firefighter (49-60 mos.)	\$59,877	\$59,877	\$59,877	\$59,877	\$59,877
Firefighter (37-48 mos.)	\$55,729	\$55,729	\$55,729	\$55,729	\$55,729
Firefighter (24-36 mos.)	\$50,050	\$50,050	\$50,050	\$50,050	\$50,050
Firefighter (12-23 mos.)	\$45,055	\$45,055	\$45,055	\$45,055	\$45,055
Firefighter (Less than 12 mos.)	\$39,044	\$39,044	\$39,044	\$39,044	\$39,044

Section B. Upgrading of Firefighters is to take effect on their anniversary dates.

Section C. Effective January 1, 2012, employees covered by this Agreement, including 207-a firefighters, shall receive longevity payments of \$900 after eight (8) or more years of continuous service; \$1,700 after fifteen (15) or more years of continuous service; \$2,100 after twenty (20) or more years of continuous service. Longevity payments are not cumulative. Longevity amounts will be added on the anniversary date of the year of service.

Section D. Firefighters hired before 1/1/12 shall be compensated an additional Two Dollars (\$2.00) per hour when assigned to fire ambulance duty. Firefighters assigned to ambulance duty will be limited to two (2) members per shift. This Section shall not apply to ALS personnel who are compensated

pursuant to Section F below. Firefighters hired on or after 1/1/12 will not receive this additional compensation.

Section E. Firefighters who voluntarily serve the Bureau of Fire as Emergency Medical Technician Instructors shall be compensated at an additional Twenty-seven Dollars and Eight Cents (\$27.08) per pay period (semi-monthly).

Instructors shall be limited to two (2) members per work group for a total of eight (8) instructors.

Section F. Upon satisfactory completion of the New York State Health Department Paramedics course and receipt of certification, a Firefighter hired before 1/1/12 participating in the ALS Program shall receive an adjustment equal to five percent (5%) of their base salary. In addition, the EMS Coordinator, provided he/she is a paramedic, shall receive an adjustment equal to five percent (5%) of his base salary. This five percent (5%) adjustment for both Firefighters and the EMS Coordinator shall be added to base salary for all purposes including overtime compensation, social security and retirement and paid in semi-monthly installments.

Any Firefighter receiving the benefits under this subdivision, who through permanent promotion or transfer will no longer be able to be assigned to ambulance duty, will cease to receive the five percent (5%) paramedic adjustment.

Any Firefighter receiving the benefits under this subdivision, who through promotion or assignment to the Fire Marshall's Office as a Fire Investigator and temporarily can no longer be assigned to ambulance duty will have his/her paramedic adjustment reduced to three percent (3%) as long as his/her paramedic certification is maintained. If further promotion or assignment returns the individual to a position where the individual is regularly assigned to the ambulance he/she will receive the five percent (5%) paramedic adjustment.

Any Firefighter hired on or after January 1, 2012 will not receive the five percent (5%) salary adjustment.

Section G. Effective September 1, 2013, any paramedic assigned to ambulance duty shall receive an additional Seven Dollars (\$7.00) per hour for each twelve (12) hour shift assigned

to ambulance duty in excess of eighteen (18) (twelve (12) hour) shifts per calendar year.

Section H. The members of the Fire Bureau and the City will work toward a goal of an all paramedic department. In that regard, the City will send all employees hired after 1/1/12 for paramedic training and certification within five (5) years of the date of hire, and members hired before 1/1/12 will provide twenty-four (24) months notification, when possible, before departing from the ALS program. All Firefighters hired on or after January 1, 2012 from the Civil Service Test in existence as of the date of this Contract, will be required to be a paramedic or become a paramedic within five (5) years of the date of appointment.

ARTICLE 24. OSHA MANDATED EXAMS

All firefighters shall be entitled to applicable OSHA mandated exams and physicals (i.e. both Respirator Fitness exam and Haz-Mat physicals) and the cost of such exams and physicals shall be born by the City. Such exams shall be completed by July 1st of each year.

ARTICLE 25 - MISCELLANEOUS

It is mutually agreed that for purposes of this Agreement, the term Firefighter(s) shall include all members of the Bureau of Fire where applicable. The terms Firefighter(s) and All members of the Bureau of Fire shall not include the Fire Chief, Superintendent of Maintenance or clerical office staff.

ARTICLE 26 - EDUCATIONAL BENEFITS

If the Employer gives prior written approval, then a Firefighter will be reimbursed for courses taken on the employee's own time. A written request for approval shall be made by the Firefighter to the Chief prior to course registration. The Chief shall forward said request to the Mayor with his/her recommendation, if any. Tuition payments by the employer will not be made in excess of Five Thousand Dollars (\$5,000.00) per year. Courses eligible for reimbursement under this Article shall be limited only to courses necessary for the Firefighter to fulfill the necessary course work for an Associates' Degree in Fire Science, a Bachelors' Degree in Fire Science or the Paramedic Program.

All members who currently hold a two-year (Associate) degree in Fire Science, or the Paramedic Program from a State accredited institution shall have their annual salary increased by Three Hundred Dollars (\$300.00). Any members who obtain such degree shall receive the aforesaid increase.

All members who currently hold a fire related Bachelors' Degree from a State accredited institution shall have their annual salary increased by Six Hundred Dollars (\$600.00). Any members who obtain such degree shall receive the aforesaid increase.

Upon satisfactory completion of the New York State Health Department Paramedic course and receipt of certification, the Firefighter will receive a one time stipend in lieu of overtime of Three Thousand Dollars (\$3,000.00). Paramedic students will continue to be required to report to work during the active school year as currently administered.

ARTICLE 27 - NOTIFICATION OF INJURY OR SICKNESS FOR GENERAL MUNICIPAL LAW SECTION 207-a CLAIMS AND PROCEDURE SUBSEQUENT TO INITIAL DETERMINATIONS BY THE CITY.

Section A. Notification of injuries or sickness for claims under General Municipal Law Section 207-a shall be considered satisfactory if notification is given consistent with notification of accident and claims under the New York State Workers' Compensation Law.

Section B. REVIEW OF INITIAL DETERMINATIONS OF THE CITY WITH RESPECT TO GENERAL MUNICIPAL LAW SECTION 207-a

The City of Binghamton will make all initial determinations under General Municipal Law Section 207-a including whether a Firefighter was injured in the performance of duties or taken sick as a result of the performance of duties; the providing of medical, surgical or other treatment; whether the Firefighter is able to perform his/her regular duties; whether the Firefighter is able to perform specified types of light duty consistent with his/her status as a Firefighter; and whether a Firefighter shall forfeit his/her entitlement to payments pursuant to General Municipal Law Section 207-a for engaging in any employment other than as provided for by the statute.

Subsequent to the City's initial determination under the statute as to whether a Firefighter was injured in the performance of duties or taken sick as a result of the performance of duties, should the Firefighter disagree with the City's determination, the dispute related thereto will be submitted to final and binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association by service of a written Notice of Intention to demand arbitration served by Certified or Registered Mail within thirty (30) days of the initial determination disagreed with. The parties will then be bound by the Rules and Procedures of the American Arbitration Association for selection of an arbitrator and for further procedures.

Determinations, other than the initial determination as to whether a Firefighter was injured in the performance of duties or taken sick as a result of the performance of duties, including determinations as to the providing of medical, surgical or other treatment; whether the Firefighter is able to perform his/her regular duties; whether the Firefighter is able to perform specified types of light duty consistent with his/her status as a Firefighter; and whether a Firefighter shall forfeit his/her entitlement to payments pursuant to General Municipal Law Section 207-a for engaging in any employment other than as provided for in the statute and disputes and disagreements with respect to said determinations will be resolved in accordance with the current City procedure using an impartial hearing officer appointed by or on behalf of the Mayor, with disputes and disagreements related to the hearing officer's determination on such matters resolved in accordance with Article 78 of the CPLR.

ARTICLE 28 - RETIREMENT INCENTIVE

(A) All members who retire within one (1) year after initially becoming eligible for retirement will receive a payment of Two Thousand Five Hundred Dollars (\$2,500.00). Any Firefighter granted either an accidental disability retirement or performance of duty disability retirement pursuant to Section 363-a and/or Section 363-c of the Retirement and Social Security Law shall be entitled to the payment of Five Hundred Dollars (\$500.00) for each year in service or fraction thereof up to the maximum payment of Two Thousand Five Hundred Dollars (\$2,500.00).

(B) In lieu of the payment set forth in Paragraph A above, any member who retires between January 1, 2013 and December 31, 2013 will receive the following payment:

1. If the retirement date is in the first quarter of 2013, the sum of Ten Thousand Dollars (\$10,000.00).

2. If the retirement date is in the second quarter of 2013, the sum of Seven Thousand Five Hundred Dollars (\$7,500.00).

3. If the retirement date is in the third quarter of 2013, the sum of Five Thousand Dollars (\$5,000.00).

4. If the retirement date is in the fourth quarter of 2013, the sum of Two Thousand Five Hundred Dollars (\$2,500.00).

Notwithstanding the above, members retiring in 2013 shall have the option to elect to receive the payment as outlined in Sub-Paragraph (B) herein, or any health insurance retirement incentive offered by the City of Binghamton. Any member electing to receive the health insurance retirement incentive shall not be eligible for the benefit under Sub-Paragraph (B) herein.

(C) Effective January 1, 2014, the provisions of Sub-Paragraph (B) above shall no longer be effective.

ARTICLE 29 - HEALTH INSURANCE BONUS

Members who elect not to receive, or who are not receiving the health insurance program provided through this Agreement will be paid \$2,600 annually for family coverage and a pro-rated amount for individual coverage. In order to be eligible for this payment, the member shall provide satisfactory proof to the City of alternative health insurance coverage. This payment will not be included to calculate any salary increase negotiated between the parties.

Effective January 1, 2011 and every three (3) months thereafter (April 1st, July 1st and October 1st) the amount of the cash "payout" will be adjusted pursuant to the following schedule:

<u>Instead of Health Insurance Coverage</u>	<u>Electing the "Payout"</u>
1-19 Unit Members	\$2,600

20 Unit Members	\$2,700
22 Unit Members	\$2,800
24 Unit Members	\$2,900
26 Unit Members	\$3,000
28 Unit Members	\$3,100
30 Unit Members	\$3,200
32 Unit Members	\$3,300
34 Unit Members	\$3,400
36 Unit Members	\$3,500
38 Unit Members	\$3,600
40 or More Unit Members	\$3,700

Conversely, should the number of unit members electing the payout amount decrease from one quarterly period to the next, the payout amount for all unit members shall be decreased in accordance with the above schedule (but not below \$2,600). Any employee wishing to opt for this payment in lieu of health insurance must complete all required paperwork and turn such required paperwork into the Insurance Section of the Comptroller's Office by the 15th of the month prior to the initial month that the payment in lieu of health insurance will become effective for that employee.

Employees shall receive the above payments in equal semi-monthly payments.

However, any member who opts to receive this payment in lieu of health insurance and who subsequently loses their required alternative health insurance must re-enter the City insurance plan as of the 1st of the month following written notice to, and sign up at, the Insurance Section in the Comptroller's Office. The payment in lieu of health insurance will cease as of the 1st pay period of the month in which the City insurance plan resumes.

ARTICLE 30 - DRUG AND ALCOHOL POLICY

The Drug and Alcohol Policy annexed as Exhibit "A" to the Agreement is applicable to all members of this bargaining unit as well as the Chief of the Bureau.

ARTICLE 31 - RESPIRATORY POLICY

The Respiratory Policy to the Agreement is annexed as Exhibit "B".

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives.

CITY OF BINGHAMTON

Date: 9/24/12

By: Matthew T. Ryan
Matthew T. Ryan, Mayor

By: Daniel Thomas
Daniel Thomas, Fire Chief

By: Patricia A. Keppler
Patricia A. Keppler, Director
of Personnel & Safety

Naureen Buckel
Attested

BINGHAMTON FIREFIGHTERS LOCAL 729
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

By: David Holleran
David Holleran, President

By: Sam Santoni
Sam Santoni, Secretary

By: J. Smith
Joseph Smith, Treasurer

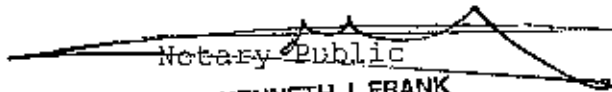
By: Richard H. Giles
Richard Giles,
Insurance Chairman

Approved as to form

Kenneth J. Frank, Esq.
Corporation Counsel

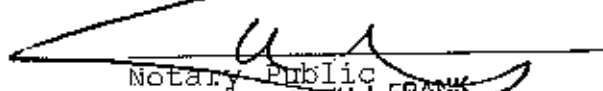
STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this 24th day of September, 2012, before me the undersigned personally appeared MATTHEW T. RYAN, who being by me duly sworn, deposes and says: That he is the Mayor of the City of Binghamton, the municipal corporation named in and which executed the above instrument; that he knows the seal of said City; and that the seal affixed to this instrument is such corporate seal and that it was so affixed by order of the Council of said City; and that he signed his name thereto by like order.


Notary Public
KENNETH J. FRANK
Notary Public - State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 2014

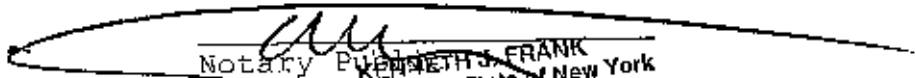
STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this 25th day of September, 2012, before me personally came DANIEL THOMAS, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Fire Chief of the Binghamton City Fire Department, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.


Notary Public
KENNETH J. FRANK
Notary Public - State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 2014


STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this 24 day of September, 2012, before me personally came PATRICIA A. KEPPLER, to me personally known who, being by me duly sworn did depose and say that she resides in Binghamton, New York; that she is the Director of Personnel & Safety of the City of Binghamton, the municipal corporation named in and which executed the above Instrument, that she knows the seal of said City; that the seal affixed to said Instrument is such corporate seal; and that she signed her name thereto by like order.


Notary Public
~~KENNETH J. FRANK~~
Notary Public - State of New York
No. 02FR480768
Qualified in Broome County
Commission Expires April 30, 2014

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this 26 day of September, 2012, before me personally came DAVID HOLLERAN, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the President of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.


Notary Public
~~KENNETH J. FRANK~~
Notary Public - State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 2014

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

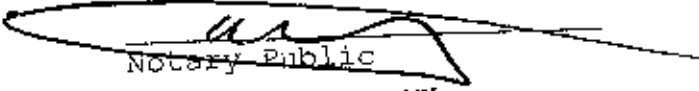
On this 25th day of February, 2012, before me personally came SAM SANTONI, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Secretary of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.


Notary Public

KENNETH J. FRANK
Notary Public - State of New York
No. 02594807681
Qualified in Broome County
Commission Expires April 30, 2014

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this 25th day of February, 2012, before me personally came JOSEPH SMITH, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Treasurer of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.


Notary Public

KENNETH J. FRANK
Notary Public - State of New York
No. 02594807681
Qualified in Broome County
Commission Expires April 30, 2014

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this 24th day of February, 2012, before me personally came RICHARD GILES, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Insurance Chairman of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.



Notary Public
KENNETH J. FRANK
Notary Public - State of New York
No. 02664407661
Qualified in Broome County
Commission Expires April 30, 2014

EXHIBIT "A"

DRUG AND ALCOHOL TESTING POLICY

Purpose

1.1 The purpose of this policy is to establish the City of Binghamton's policy regarding rules governing drug and alcohol testing for firefighters in the Binghamton Fire Bureau. As an employer, the City of Binghamton maintains a strong commitment to provide a safe, efficient work environment for its firefighters and the public they serve. This policy is based upon the City's policy and practice of prohibiting the use of alcohol and drugs on the job, or prior to reporting to work.

Program Requirements

2.1 Participation as a Condition of Employment.

All current Binghamton Fire Bureau firefighters and firefighter applicants must participate in the drug and alcohol testing program described herein. Failure to participate in, and comply with, any and all program requirements may result in disciplinary action by the City up to, and including, termination of employment.

2.2 Prohibited Behavior.

It is the policy of the City of Binghamton's Fire Bureau that:

- a.) no firefighter shall use, sell, distribute, dispense, possess, or manufacture any alcoholic beverages, illegal drugs or any other intoxicating or controlled substance on a job site or on City property while on duty or while in a City vehicle;
- b.) no firefighter shall report to work unfit for duty at the beginning of a shift or upon returning from any break, lunch, or rest period as a result of consuming alcohol, illegal drugs, or any other intoxicant or controlled substance;
- c.) in some cases, the use of prescription or over-the-counter drugs may cause impairment that prohibits the firefighter from performing firefighter duties. It is the sole responsibility of the firefighter taking any prescription or over-the-counter medication(s) that may impair performance to consult with his/her physician or pharmacist regarding its effects and to inform his/her supervisor if he/she may be impaired. A

firefighter may be required to have his/her physician certify that a given medication does/does not adversely affect the firefighter's fitness for duty;

- d.) violation of any of these rules by a City firefighter may result in disciplinary action up to, and including, termination of employment;

2.3 Circumstances for Testing.

This policy requires that drug and alcohol tests be given to City firefighters in the following circumstances:

- a.) Pre-employment Testing. Applicants for employment in the class of firefighter and any officer position not filled internally must be given a pre-employment drug test. Firefighter applicants may not be hired or assigned to duty unless they complete and pass the test. Prior to conducting the drug test, the City will inform the applicant of the testing requirements. Vacancy announcements and job postings must stipulate that passing a drug test is a condition of employment. Finally, applicants may be required to sign a document acknowledging that they know they are subject to testing.
- b.) Reasonable Suspicion Testing. Reasonable suspicion that a firefighter may be abusing drugs or alcohol exists when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, as well as the officer's own observations he can reasonably infer or suspect that a firefighter may be under the influence of alcohol or drugs. Reasonable suspicion must be supported by the purchase, sale or possession of alcohol or drugs; associations with known drug dealers or users; observation of the firefighter with known drug or drug-related locations; unexplained change in the firefighter's behavior or work performance; an observed impairment of the firefighter's ability to perform his duties; other objective criteria such as the odor of alcohol, slurred speech, staggering or impaired gait or other behavioral indicators as taught to supervision by a substance abuse professional from the City's EAP vendor.
- c.) Post-Accident Testing. In all cases of any on-duty City firefighter being in an accident involving the loss of human life or if a City firefighter is the driver of any vehicle involved in an accident during on-duty time and receives a citation under State or local law for a moving traffic

violation arising from the accident, a post-accident drug and alcohol test will be administered to the City firefighter(s) driving the vehicle or operating equipment. In addition, it is the City's policy to require post-accident testing where significant property damage occurs as the result of an accident or where the firefighter's record of accidents would give cause for concern. Drug and alcohol testing must be performed immediately following the accident. If an alcohol test is not administered within two (2) hours following the accident, then the command officer on the scene must still attempt to administer the test and must also prepare and maintain a record stating the reason(s) the test was not promptly administered to the firefighter(s).

The requirement to test for alcohol and drugs following an accident shall in no way delay necessary medical attention for injured people or prohibit a firefighter from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care. However, subject to the preceding sentence, a firefighter who is subject to post-accident testing shall remain readily available for such testing or he/she may be deemed to have refused to submit to testing.

d.) Random Testing.

The selection of firefighters for random drug testing, and effective January 1, 2003 random breath alcohol testing, shall be made by a scientifically valid random-number selection method. The selection method shall assure that each firefighter shall have an equal chance of being tested each time selections are made. Selection shall be determined by the City's testing vendor contracted to administer the drug and alcohol-testing program.

Ten percent (10%) of the bargaining unit will be tested annually on a random basis for the purpose of detecting the presence of illegal drugs or alcohol or the abuse of legal drugs. The test dates shall be spread reasonably throughout the year with no established pattern. Testing will be unannounced, as well as random. Notification and test arrangements will be made by the Fire Chief or his designee.

Once a firefighter has been notified that he/she has been selected for random testing, the firefighter shall report immediately to the collection or breath alcohol testing site. Firefighters shall be individually and discreetly notified to report to the collection or breath alcohol testing site, and

they shall be assured that they have been selected for a random test. See Appendix "A" attached for drug testing procedures.

e.) Return-to-Duty Testing.

Before any firefighter is allowed to return to duty following a verified positive drug test result, an alcohol result of 0.02 or greater or a refusal to submit to a test, that firefighter must undergo a return-to-duty test. Any return-to-duty alcohol test result must indicate an alcohol concentration of less than 0.02. Any return-to-duty drug test result must indicate a verified negative result for controlled substance abuse. In addition, before a return-to-duty alcohol or drug test is performed, the firefighter must be evaluated by a substance abuse professional (SAP) at the City's Employee Assistance Program (EAP) who shall determine what assistance, if any, the firefighter may need and shall determine whether the firefighter has subsequently followed all recommendations made by the SAP, including participation in any rehabilitation program.

Failure of a firefighter to follow counseling and/or rehabilitation program recommendations as determined by the substance abuse professional will subject the firefighter to the disciplinary provisions of this policy up to, and including, discharge. Nothing in this section shall be construed as requiring or obligating the City to allow any individual firefighter who tests positive for alcohol or drugs to return to duty. Each individual case will be evaluated on the circumstances and individual merits of the firefighter involved.

f.) Follow-up Testing.

If and when a firefighter is allowed to return to duty, such a firefighter shall be subject to unannounced follow-up testing for at least twelve (12) months but not more than sixty (60) months. The frequency and duration of the follow-up testing will be recommended by a substance abuse professional (SAP) as long as a minimum of six (6) tests are performed during the first twelve (12) months after the firefighter has returned to duty. Any subsequent verified positive alcohol or drug test involving that firefighter will result in disciplinary action up to, and including, termination of employment.

2.4 Behavior that Constitutes a Refusal to Submit to a Test.

The following actions or behaviors shall constitute a refusal to submit to a required test:

- a.) refusal to take the test;
- b.) inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation;
- c.) tampering with, or attempting to adulterate, the specimen or collection procedure;
- d.) failure to report to the collection site in the time allotted; or
- e.) failure to remain readily available for post-accident testing.
- f.) failure to submit to a hair analysis drug test, if the firefighter's drug urine specimen is determined by the testing lab to be dilute.

2.5 Testing Procedures.

a.) Drug Testing.

Drug testing is conducted by analyzing the firefighter's urine specimen. Specimens are collected in an off-site facility that must meet the requirements of Appendix "A" to assure privacy and the integrity of specimen collection. The firefighter provides a urine specimen, which is sealed and labeled by an authorized agent of the testing organization. A chain of custody document is completed and the specimen is shipped to a certified laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification, and integrity are not compromised.

This policy expressly provides that collection protocol will include split specimen techniques. Each urine specimen is sub-divided into two containers labeled as primary and split specimens. Both specimens are forwarded to a laboratory certified by the U.S. Department of Health and Human Services (DHHS). Only the primary specimen is used in the urinalysis. The split specimen remains sealed and stored unless, and until, it is required for confirmation of a positive test.

An initial screening test is performed. If the test is positive for one or more drugs, then a confirmation test is performed for each identified drug using a gas chromatography/mass spectrometry (GC/MS) analysis. GC/MS confirmation ensures that over-the-counter medications are not reported as positive results.

If the analysis of the primary specimen confirms the presence of controlled substances, then the firefighter has seventy-two (72) hours to request that the split specimen be sent to another DHHS certified laboratory for analysis. The split specimen procedures may provide the employee with an opportunity for a second opinion. All drug test results are reviewed and interpreted by a physician, Medical Review Officer (MRO), before they are reported to the City.

Any firefighter whose drug urine specimen is determined by the testing lab to be "dilute" shall be immediately subject to a hair analysis drug test. Failure to submit to such a test in the event of a "dilute" specimen shall be grounds for discipline up to and including termination of employment.

If the laboratory reports a positive result to the MRO, then the MRO contacts the firefighter and conducts an interview to determine if there is an alternative medical explanation for the presence of a controlled substance in the specimen. If the firefighter provides appropriate documentation and the MRO determines that there is a legitimate medical use of the prohibited drug, then the test result is reported to the City as a negative.

Urine specimens are analyzed for the following drugs:

- * Marijuana (THC metabolite)
- * Cocaine
- * Amphetamines
- * Opiates (including heroin)
- * Phencyclidine (PCP).

b.) Alcohol Testing.

Alcohol testing is conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA). A breath alcohol technician (BAT) trained in the operation of the EBT and in the alcohol testing procedure prescribed by the rules must perform the breath test. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. Any

result from the screening test is considered negative is the alcohol concentration is less than 0.02. If the alcohol concentration is 0.02 or greater, then a confirmation test must be conducted. The firefighter and the BAT complete the alcohol testing form to ensure that results are properly recorded.

The confirmation test must be conducted using an EBT that prints the results, date, time, in sequential test numbers, and the name and serial number of the EBT to ensure the reliability of the results. BAT's shall conduct the EBT employed by drug and alcohol testing organization under contract with the City of Binghamton. Agents of the City of Binghamton or any of its departments shall not perform the breath alcohol test. Law enforcement officers will not conduct the tests as part of roadside inspections. Under certain circumstances, post-accident tests conducted by law enforcement personnel will be acceptable. See Appendix "B" attached for alcohol testing procedures.

c.) Confidentiality of Test Results.

The City of Binghamton, the drug-testing laboratory, the alcohol testing facility, and the medical review officer maintain firefighter alcohol and drug testing results and records under strict confidentiality. The results cannot be released to any other party, except a substance abuse professional, without the written consent of the firefighter. Exceptions to these confidentiality provisions are limited to a decision maker in arbitration, litigation, or other administrative proceedings arising from a positive alcohol or drug test or other violation of these rules. Statistical records and reports are maintained by the City of Binghamton and the alcohol and drug testing provider. This information is aggregate data and is used only to monitor the effectiveness of the program.

2.6 Consequences of the Use of Drugs and the Misuse of Alcohol.

a.) Consequences of Alcohol Misuse. Firefighters who engage in prohibited alcohol conduct must be immediately relieved of duty. The following circumstances constitute prohibited behaviors:

- (1) the firefighter tested has an alcohol concentration of 0.02 or greater, but less than 0.04, as determined by EBT results, when tested just before, during, or just after being on-duty;

- (2) the firefighter has used alcohol while on-duty;
- (3) the firefighter refuses to submit to a required alcohol test (as defined in Section 2.3 and 2.4 above); or
- (4) the firefighter has an alcohol concentration of 0.04 or greater, as determined by EBT results, when tested just before, during, or just after being on-duty.

A firefighter found to have violated any provision of Section 2.6 a.) (1)-(4) shall be immediately removed from duty for twenty-four (24) hours and will be charged a day of sick leave, if accrued. The incident shall be recorded.

No firefighter who has engaged in any prohibited alcohol conduct as defined in Section 2.6 a.) (2)-(4), shall be allowed to perform duty until the firefighter has been evaluated by a substance abuse professional. Before any firefighter found to have violated Section 2.6 a.) (1)-(4) returns to duty, the firefighter must undergo a return-to-duty alcohol test, with a result indicating an alcohol concentration of less than 0.02.

Failure of a firefighter to follow any counseling and/or rehabilitation program, as determined by the substance abuse professional, will be subject to the disciplinary provisions of this policy.

Any violation of Section 2.2 Prohibited Behavior will subject a firefighter to disciplinary action up to, and including, termination of employment.

- b.) Consequences of Use of Drugs. A firefighter who has a verified positive drug test result must be immediately removed from duty. The firefighter who has a verified positive drug test result shall not be allowed to return to duty until the firefighter has been evaluated by a substance abuse professional. Before a firefighter returns to duty, the firefighter must undergo and pass a return-to-duty substance test with a verified negative result.

A firefighter who has an initial verified positive drug test result and/or who is found to be in violation of Section 2.2 Prohibited Behavior will be subject to disciplinary action up to, and including, termination of employment.

Failure of a firefighter to follow any counseling and/or rehabilitation program, as determined by the substance abuse

professional, will be subject to the disciplinary provisions of this policy.

Any subsequent verified positive drug test will result in disciplinary action up to, and including, termination of employment.

b.) Refusal to Submit to a Required Alcohol or Drug Test (as defined in Section 2.3 above).

Refusal or failure to submit by a firefighter to a required alcohol or drug test constitutes a failed test, resulting in immediate removal from duty and appropriate disciplinary action up to, and including, termination of employment.

2.7 Training for Supervisors.

The City of Binghamton shall ensure that all supervisors and other persons designated to determine whether reasonable suspicion exists to require a firefighter to undergo testing must receive a minimum of sixty (60) minutes of training on alcohol misuse and a minimum of sixty (60) minutes of training on controlled substance use. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The training shall include an overview of the program requirements, disciplinary procedures, confrontation and documentation procedures, and rehabilitation and treatment options which are available through the City of Binghamton's Employee Assistance Program (EAP).

2.8 Training for City Firefighters.

The City of Binghamton shall ensure that all firefighters shall have the opportunity to be trained for a minimum of sixty (60) minutes on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, as well as the manifestations and behavioral signs that may indicate prohibited use, as per the training materials (video and written) provided by the City's EAP.

2.9 Supervisory Responsibilities.

It is the policy of the City of Binghamton that:

- a.) supervisors are responsible for determining through direct observation whether a firefighter is capable of performing his

or her assigned duties. Determinations shall be based on specific, contemporaneous, articulate, reliable observations concerning the appearance, behavior, speech, or body odor of the employee;

- b.) firefighters who are suspected of being unfit for duty as a result of alcohol or drug use shall be required to undergo reasonable suspicion drug and/or alcohol testing in accordance with this policy. Supervisors must immediately bring their observations to the attention of their superiors in order that arrangements for testing can be implemented as soon as practicable;
- c.) incidents and behavior described above must be witnessed and documented immediately. The supervisor's manager should be consulted and advised of the incident. A firefighter who is impaired should not be allowed to drive home from the work place or the test site. The supervisor should arrange to send the unfit firefighter home with a member of the employee's family or friend of the firefighter or in a taxi at the firefighter's expense. If all other alternatives are exhausted, a supervisor may allow a firefighter who is unfit for duty to then be driven home in a City vehicle;
- d.) the fact that an unfit firefighter engaged in prohibited behavior as defined in Section 2.2 above and was not allowed to remain at work or was tested is not considered a disciplinary suspension. After the employee is removed from the work place and tested, supervisors and managers should discuss the specifics of the situation with their department head to review appropriate disciplinary action. Each situation will be evaluated on a case-by-case basis; and
- e.) when a firefighter displays dangerous, aggressive, or abusive behavior which clearly constitutes a danger to that firefighter or others and the firefighter resists voluntarily leaving the workplace, the supervisor may immediately suspend the firefighter and order the firefighter to leave the premises. The supervisor must take immediate steps to notify the department head of the situation including having the department head paged or called at home.
- f.) In cases where the firefighter does not comply with disciplinary suspension and the firefighter continues to display aggressive and/or abusive behavior that constitutes a danger in the workplace, the supervisor may have to contact local law enforcement authorities to remove the employee from the workplace. Law enforcement intervention should only be

taken if it is believed an immediate danger to persons or property exists and the other measures described above were unsuccessful in controlling the situation.

2.10 Management Responsibilities.

It is the policy of the City of Binghamton that:

- a.) a drug and alcohol free workplace shall be maintained through the efforts and personal example of management;
- b.) subordinate managers and supervisors who fail to perform their duties and responsibilities as outlined in this policy will be subject to disciplinary action up to, and including, termination of employment;
- c.) managers and supervisors are encouraged to discuss with firefighters any behavior or job performance factors that may indicate the use of drugs, alcohol, or other violations of this policy and to suggest, when appropriate, that a firefighter seek assistance through the City's EAP;
- d.) effective January 1, 2000, managers shall direct all firefighters under their direction and subject to this policy to comply with the provisions of this policy for pre-employment, reasonable suspicion, post-accident, return-to-duty, and follow-up testing;
- e.) Firefighters who make reasonable suspicion determinations must receive training on the physical, behavioral, and performance indicators of probable drug use and alcohol misuse. Such training shall be conducted by staff from the City's EAP.

UNITED OCCUPATIONAL MEDICINE

PROCEDURE FOR DOT URINE DRUG COLLECTION

1. Upon arrival at the collection site the collector shall request the donor to present photo identification (ID). If no photo ID is available, a Company Representative must verify ID.
2. The donor will be asked to remove any unnecessary outer garments (e.g., coat, jacket) that might conceal items or substances that could be used to tamper with or adulterate his/her urine specimen. Also, all personal belongings (e.g., purse, briefcase) must remain with outer garments.
3. Each donor will be required to sign a UHS Hospitals "Consent for Urine Drug Testing."
4. The donor will be instructed to wash and dry his/her hands prior to urination.
5. After washing hands, the donor will remain in the presence of the collector and not have access to water fountains, faucets or cleaning agents.
6. At the collection site, toilet bluing agents will be placed in the toilet water, so the reservoir of water is always blue. The water supply to the sink will be shut off prior to the collection.
7. The donor may provide specimen in the privacy of the bathroom.
8. Upon receipt of the specimen, the collector will determine the contents to be at least 45 milliliters to produce a split specimen.
9. Within four (4) minutes after collection, the collector will measure the temperature of the specimen and conduct an inspection to determine the specimen's color and signs of contaminants. Any unusual findings resulting from inspection must be included on the chain of custody form.

If the temperature of the specimen is outside the range of 32.5 - 37.5 C/90.5 - 99.5F, the specimen may be re-collected under direct observation and both specimens sent to the laboratory. (A donor may volunteer to have an oral temperature taken to provide evidence of fever or abnormally low body temperature). Under direct observation, the individual will have the right to request an observer of the same gender.
10. If a collection bottle was used, the collector, in the presence of the donor, will pour the urine into two specimen bottles. Thirty (30) milliliters shall be poured into one bottle, to be used as the primary specimen. At least 15 milliliters will be poured into a second bottle to be used as the split specimen.
11. Both bottles will be shipped in a single shipping container, together with copies 1,2, and the split specimen copy of the chain of custody form, to SmithKline Beecham Clinical Laboratory.
12. If the individual is unable to provide 45 milliliters of urine, the collector will instruct the donor to drink not more than 40 ounces of fluids and, after a period of up to three hours, again attempt to provide a complete sample in a fresh container. The original insufficient specimen will be discarded. If the donor is still unable to provide an adequate specimen, the testing will be discontinued and the employer notified.
13. The donor and the collector will keep the specimen in view at all times prior to sealing and labeling. If for any reason the specimen is transferred to a second container, the collector shall request the donor to observe the transfer of the specimen and placement of the tamper proof seal over the bottle cap and down the sides of the bottle. The donor must initial the tamper proof seal.
14. The specimen(s) will be identified by bar code and social security number.
15. The collector will enter the identification information on the chain of custody form. Both the collector and the donor will sign the form with the identifying information. The specimen will be placed in locked box for storage until courier transport takes place. The collector copy of the chain of custody form will remain at the collection site.

APPENDIX "B"
UNITED OCCUPATIONAL MEDICINE
PROCEDURES FOR BREATH ALCOHOL TESTING

PREPARATION FOR TESTING

1. Alcohol testing will be conducted in a location that affords visual and aural privacy to the individual being tested. Unauthorized persons will not be permitted access to the testing location when a test is in progress.
2. The individual is required to show photo identification or have a company representative verify identification. The Breath Alcohol Technician (BAT) will then explain the testing procedure to the individual.
3. The BAT will supervise only one individual's use of the Evidential Breath Tester (EBT) at a time. The BAT will not leave the testing site while the test is in progress.

SCREENING TEST PROCEDURE

1. The individual will be requested to complete Steps 1 and 2 of the Breath Alcohol Testing Form. A refusal by an individual to sign the certification in Step 2 of the form shall be regarded as a refusal to take the test.
2. An individually-sealed mouthpiece will be opened in view of the individual and attached to the EBT.
3. The BAT will instruct the individual to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
4. Depending on the type of EBT used, the BAT will do the following:

- If the EBT does not print the results, the BAT will show the employee the result displayed on the EBT.

The BAT shall record the display result, test number, testing device, serial number of the testing device, time and quantified result obtained in STEP 3.

The BAT will also record the test number, date of the test, name of the BAT, location and quantified test result in the log book. The employee shall also initial the log book entry.

- If the EBT prints results but not directly onto the form, the BAT will show the employee the result displayed on the EBT. The BAT will affix Page 2 the test result printout to the Breath Alcohol Test Form in the designated space.
 - If the EBT prints the test results onto the form, the BAT will show the employee the result displayed on the EBT.
5. Depending on whether the result is less than 0.02 or 0.02 or greater, the following will be done:
 - If the result is less than 0.02, the BAT will date the form and sign the certification in STEP 3 of the form. The employee will sign the certification and fill in the date in STEP 4 of the form.

No further testing is authorized. The BAT will transmit the result of less than 0.02 to the employer in a confidential manner, and the employer will receive and store the information so as to ensure that confidentiality is maintained. Copy two of the form goes to the employee.

NOTE: If the individual does not sign the certification in STEP 4 of the form or does not initial the log book entry for a test, it will not be considered a refusal to be tested. However, the BAT will note the individual's failure to sign or initial in the "Remarks" section of the form.

NOTE: If a test result printed by the EBT does not match the displayed result, the BAT will note the disparity in the "Remarks" section of the form. Both the individual and the BAT will initial or sign the notation. The test is considered invalid and the employer and the individual will be so notified.

If the result is 0.02 or greater, a confirmation test must be performed. If the confirmation test will be performed by a different BAT, the BAT who conducted the screening test will complete and sign the form and log book entry. The BAT is to give the employee Copy 2 of the form.

CONFIRMATION TESTING PROCEDURE

If a different BAT is conducting the confirmation test, the new BAT will require positive identification of the individual and explain the test procedure. For all confirmation tests, a new Breath Alcohol Testing Form will be initiated and steps 1 and 2 will be completed with the employee. In addition, the following instructions must be followed:

1. The BAT will instruct the individual not to eat, drink, put any object or substance in his or her mouth, and, to the extent possible, not belch during a waiting period before the confirmation test. This time period begins with the completion of the screening test, and shall not be less than 15 minutes. The BAT will explain to the individual the reason for this requirement (i.e., to prevent any accumulation of mouth alcohol leading to an artificially high reading) and the fact that it is for the individual's benefit. The BAT will also explain that the test will be conducted at the end of the waiting period, even if the individual has disregarded the instruction. If the BAT becomes aware that the individual has not complied with this instruction, the BAT shall so note in the "Remarks" section of the form.
2. The confirmation test shall be conducted within 20 minutes of the completion of the screening test.
3. A new mouthpiece will be opened and used for the confirmation test.
4. Before the confirmation test is administered for each individual, the BAT will ensure that the EBT registers 0.00 on an air blank. If the reading is greater than 0.00, the BAT shall conduct one more air blank. If the reading is greater than 0.00, testing shall not proceed using that instrument. However, testing may proceed on another instrument.

NOTE: Any EBT taken out of service because of failure to perform an air blank accurately shall not be used for testing until a check of external calibration is conducted and the EBT is found to be within tolerance limits.

City of Binghamton

(Government Entity)

RESPIRATORY PROTECTION PROGRAM

This plan addresses health and safety protection for the

Binghamton Firefighters

(Organization)

Prepared By:

City of Binghamton and Binghamton Firefighters, Local 729

(name)

(title)

September, 2004

(date prepared)

(last update)

RESPIRATORY PROTECTION PROGRAM

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RESPIRATORY PROTECTION PROGRAM

I PURPOSE

The elements described in this program are designed to ensure the safe and effective usage of respiratory protection at the Binghamton Fire Dept. (Facility Name).

II PROGRAM ADMINISTRATION

The Fire Training Officer (Administrative Title) is responsible for the overall implementation and maintenance of the respiratory protection program.

The Fire Training Officer (Administrative Title) duties include:

<input type="checkbox"/>	Determining which tasks require respiratory protection.
<input type="checkbox"/>	Selecting the proper respirator for a specific application.
<input type="checkbox"/>	Conducting employee training and conducting fit testing.
<input type="checkbox"/>	Ensuring that employees clean, maintain and properly store respirators.
<input type="checkbox"/>	Conducting a periodic evaluation of the respiratory program to ensure that it is achieving its desired goal.

Supervisors are responsible for:

<input type="checkbox"/>	Ensuring that appropriate, approved type respirators are available for use.
<input type="checkbox"/>	Ensuring that employees wear the required respirators.
<input type="checkbox"/>	Conducting periodic inspections to ensure employees are maintaining their respirators, which would include cleaning, sanitizing, and proper storage.

Employees are responsible for:

<input type="checkbox"/>	Using the respiratory protection in accordance with the training received.
<input type="checkbox"/>	Inspecting, cleaning, sanitizing, and proper storage of their respirator.

RESPIRATORY PROTECTION PROGRAM

III RESPIRATORY SELECTION

The Fire Training Officer (Administrative Title) is responsible for selecting the appropriate respiratory protection.

The respiratory protection coordinator will select the appropriate respirators based upon the following elements:

■	The type(s) and concentrations of airborne contaminant(s).
■	The characteristics and location of the hazardous area.
■	The workers' activities in the hazardous area.
■	The capabilities and limitations of the respirators.
■	Duration of respirator use.
■	Selection will be made according to "practices for Respiratory Protection" American National Standards Institute (ANSI) Z88.2-1980.
■	Only respirators having NIOSH approval will be used.

NOTE: The Respirator Selection Worksheet(s), to be completed by the employer, is included in Appendix A. The Worksheet for Respirator Selection includes:

- Part I - Employee Exposure Evaluation;
- Part II - Respirator Determination; and
- Part III - Respirator Selection.

Part III, Respirator Selection is subdivided into the following categories:

- a) Voluntary Use of a Respirator
- b) Respirator Use Required by a Standard; and
- c) Respirator Use Required due to Immediately Dangerous to Life and Health Atmospheres (IDLH)

NOTE: Respirators currently approved for use at the Binghamton Fire Dept. (Name of Facility), based on the completion of the Respiratory Selection Worksheet(s), are listed in Appendix B.

RESPIRATORY PROTECTION PROGRAM

IV MAINTENANCE, CLEANING, INSPECTION, AND STORAGE

The Binghamton Fire Dept.

Training Officer (Administrative Title) will ensure that employees properly clean and maintain their respirators.

The following items will be included in the maintenance program:

<input type="checkbox"/>	Cleaning and sanitizing.
<input type="checkbox"/>	Disassemble components from the respirator and inspect for any defects.
<input type="checkbox"/>	Immerse the respirator and components in warm soapy water (120-130F). NOTE: air-purifying filters and cartridges must never be washed. The respirator facepiece and components should be gently scrubbed to remove all dirt. Care must be taken not to damage any of the components.
<input type="checkbox"/>	Rinse the respirator and components.
<input type="checkbox"/>	Sanitize the respirators and components by immersing them into a chlorinic bleach solution (approximately one ounce household bleach (Clorox) per one quart of water).
<input type="checkbox"/>	Rinse components and allow to dry.
<input type="checkbox"/>	Inspect, test, and repair if necessary.
<input type="checkbox"/>	Storage should separate the respirator from sunlight, caustic and toxic chemicals that may cause the deterioration of the respirator (mask and other parts).

Inspect before and after each use for the following:

<input type="checkbox"/>	Deterioration of any rubber or silicone parts.
<input type="checkbox"/>	Conditions of components (filters, cartridges, valves, etc.).
<input type="checkbox"/>	Tightness of all connections.
<input type="checkbox"/>	Check any end-of-service life indicators.
<input type="checkbox"/>	SCBA alarms, regulators, gauges, etc.
<input type="checkbox"/>	SCBA cylinder pressure.

NOTE: Sample Monthly Inspection Checklists are included in Appendix C.
Section I is to be used for Self-Contained Breathing Apparatus.
Section II is to be used with Cartridge-Type Respirators.

RESPIRATORY PROTECTION PROGRAM

V BREATHING AIR QUALITY

Breathing air must meet the minimum requirements for Grade D breathing air described in ANSI/Compressed Gas Association Commodity Specification for Air, G-7.1-1989.

The employer shall ensure that:

<input type="checkbox"/>	Purchased air shall have a certificate of analysis.
<input type="checkbox"/>	Cylinders are tested and maintained in accordance with DOT regulations (49 CFR parts 173 and 178).
<input type="checkbox"/>	Oxygen or air containing more than 23.5% oxygen is not used in compressed air systems.
<input type="checkbox"/>	Contaminated air cannot enter the compressor.
<input type="checkbox"/>	Compressor has suitable air purifying sorbent beds and filters.
<input type="checkbox"/>	A tag indicating the most recent change or servicing of the compressor and sorbent beds is on the compressor with the signature of the person who performed the service.
<input type="checkbox"/>	Oil lubricated compressor has high temperature alarm or carbon monoxide monitor or both.
<input type="checkbox"/>	Air fittings are incompatible with all other gas fittings.

NOTE: Employer must complete Appendix D, Breathing Air Quality.

RESPIRATORY PROTECTION PROGRAM

VI TRAINING

All employees who are required to use respiratory protection will be instructed on the proper selection, use, and limitations of this equipment. This training will be provided prior to any assignment requiring the use of such equipment.

The training, conducted by Officer (Administrative Title), will also include information on:

■	Nature of the respiratory hazard and what may happen if the respirator is not used properly.
■	Engineering and administrative controls being used and the need for the respirator as added protection.
■	Reason(s) for selection of a particular type of respirator. Limitations of the selected respirator. Methods of donning the respirator and checking the fit (negative and positive checks) and operation.
■	Proper wear of the respirator. Respirator maintenance and storage.
■	Proper method for handling emergency situations, and;
■	A record of employee names and dates and type of initial training and subsequent refresher training will be recorded.

VII FIT TESTING

It is well-recognized that no one respirator will fit every individual. Therefore, to provide the appropriate respirator, fit testing will be performed to ensure a tight seal between the facepiece and wearer.

NOTE: The Fit Testing Record form is included in Appendix E. One form must be completed for each employee and respirator assigned for the employee's use.

VIII PROCEDURES FOR PROPER USE OF RESPIRATORS IN ROUTINE AND REASONABLY FORESEEABLE EMERGENCY SITUATIONS

NOTE: Employer will list appropriate procedures in Appendix F (i.e., Accountability).

RESPIRATORY PROTECTION PROGRAM

IX . MEDICAL EVALUATION

1)	<p>Individuals assigned to tasks that require the use of respiratory protection will have a medical evaluation consisting of completion by the firefighter and review by a PLHCP of an OSHA respiratory medical evaluation questionnaire in accordance with Appendix J annexed hereto and spirometry testing. These questionnaires and spirometry results, in accordance with OSHA regulations, shall be confidential and kept at a medical care facility and not be made available to the employer. The employer must allow the firefighter to answer the questionnaire during normal working hours at a time and place convenient to the firefighter and must not look at or review the firefighter's answers. The employer must advise the firefighter how to deliver or send this questionnaire to the licensed health care professional who will review it, to determine if they are able to perform the work while wearing a respirator.</p> <p>The firefighter will be advised of any question raised by the licensed health care professional as to the firefighter being fit to wear a respirator and any such questions will be referred to the firefighter's personal physician by the PLHCP. The firefighter's personal physician will make the determination as to whether the firefighter is respirator fit. The firefighter's personal physician will be provided with a copy of Appendix H for purposes of reporting the results of the personal physician's evaluation of the firefighter. Any comments on Appendix H must be limited to a specific description of restricted duties, if any. If in the opinion of the personal physician the firefighter has failed the evaluation, that block will be checked and no comments will be made. If review of the questionnaire and spirometry results by the PLHCP does not raise any questions as to the firefighter's fitness to wear a respirator, that PLHCP should report that the firefighter passed the questionnaire and spirometry by checking the pass box and furnishing the form to the employer. If referral is made to the firefighter's personal physician, the PLHCP shall provide the City with Appendix H completed through date of referral with no results or comments noted.</p>
2)	<p>The evaluation will be given prior to an employee being allowed to wear a respirator. Periodic examinations will be conducted as necessary.</p>
3)	<p>This program, the medical evaluation, and the OSHA Regulations are designed to protect the firefighter and promote safety in the workplace and are not meant to remove the firefighter from the workplace or from employment. If, the firefighter is not determined to be respirator fit by his personal physician, the firefighter will be referred for assistance and rehabilitation with respect to any limitation found or identified during the course of medical evaluation so as to promote respiratory fitness and continue the firefighter as an active and viable employee of the City of Binghamton.</p>
4)	<p>If the firefighter is referred to his or her personal physician as a result of the OSHA medical evaluation questionnaire and/or spirometry results by the PLHCP for evaluation of fitness to wear a respirator, the Chief will be notified of such request for evaluation made by the PLHCP and, in the interest of safety, the firefighter can be reassigned to duties not involving IDLH atmospheres and an SCBA. The employer will pay for any physician and testing charges with respect to the medical evaluation.</p>

5)	<p><u>If the firefighter fails to receive medical clearance to wear a SCBA from the personal physician, the firefighter can proceed with a rehabilitation program prescribed by the firefighter's physician(s) for up to six months while assigned in a light duty position. If at the end of the aforesaid six month period of rehabilitation, the firefighter fails to receive medical clearance to wear a SCBA, at the employer's option, the firefighter can be continued on a light duty status not involving an IDLH atmosphere and an SCBA or, at the firefighter's option, he or she can (a) continue on the payroll using vacation and personal leave days, sick leave days and accumulated sick leave days; (b) apply for General Municipal Law 207-a benefits if felt applicable; (c) request an unpaid personal leave until he or she can be determined by the firefighter's physician to be certified to wear a SCBA. Vacation, personal leave and sick leave days and accumulated sick leave days can be used during General Municipal Law Section 207-a procedures, in accordance with present practice. Light duty for a non-job related illness or injury may be applied for in accordance with Fire Bureau policy.</u></p>
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X PROGRAM EVALUATION

This section requires the employer to conduct evaluations of the workplace to ensure that the written respiratory protection program is being properly implemented, and to consult employees to ensure that they are using the respirators properly.

1)	<p>The employer shall conduct evaluations of the workplace as necessary to ensure that the provisions of the current written program are being effectively implemented and that it continues to be effective.</p>								
2)	<p>The employer shall regularly consult employees required to use respirators to assess the employees' views on program effectiveness and to identify any problems. Any problems that are identified during this assessment shall be corrected. Factors to be assessed, include, but are not limited to:</p> <table border="1" data-bbox="303 1097 1382 1359"> <tr> <td data-bbox="303 1097 399 1198">a)</td> <td data-bbox="399 1097 1382 1198">Respirator fit (including ability to use the respirator without interfering with effective workplace performance);</td> </tr> <tr> <td data-bbox="303 1198 399 1265">b)</td> <td data-bbox="399 1198 1382 1265">Appropriate respirator selection for the hazards to which the employee is exposed;</td> </tr> <tr> <td data-bbox="303 1265 399 1310">c)</td> <td data-bbox="399 1265 1382 1310">Proper respirator use under the workplace conditions the employee encounters; and</td> </tr> <tr> <td data-bbox="303 1310 399 1359">d)</td> <td data-bbox="399 1310 1382 1359">Proper respirator maintenance.</td> </tr> </table>	a)	Respirator fit (including ability to use the respirator without interfering with effective workplace performance);	b)	Appropriate respirator selection for the hazards to which the employee is exposed;	c)	Proper respirator use under the workplace conditions the employee encounters; and	d)	Proper respirator maintenance.
a)	Respirator fit (including ability to use the respirator without interfering with effective workplace performance);								
b)	Appropriate respirator selection for the hazards to which the employee is exposed;								
c)	Proper respirator use under the workplace conditions the employee encounters; and								
d)	Proper respirator maintenance.								

RESPIRATORY PROTECTION PROGRAM

XI RECORDKEEPING

This section requires the employer to establish and retain written information regarding medical evaluations, fit testing, and the respirator program. This information will facilitate employee involvement in the respirator program, assist the employer in auditing the adequacy of the program, and provide a record for compliance determinations by OSHA.

Fit Testing

Fit test records shall be retained for respirator users until the next fit test is administered.

Medical Evaluation

Records of medical evaluations required by this section must be retained and made available in accordance with 29 CFR 1910.1020.

Respiratory Protection Program

A written copy of the current respirator program shall be retained by the employer.

RESPIRATORY PROTECTION PROGRAM

APPENDIX A - RESPIRATOR SELECTION WORKSHEET

Location:	City of Binghamton Fire Department
Process/Operation:	Firefighting
Reason for requesting respirator evaluation:	
Requested by:	Chief of the Department
I. EMPLOYEE EXPOSURE EVALUATION:	
Contaminant(s) or other respiratory hazard(s):	Smoke and vapors encountered in firefighting
Estimated concentration(s): (Reference sampling reports or show calculations as appropriate)	Varies
Chemical state of contaminant(s):	Varies and is unknown
Physical form of contaminant(s): (including particle size distribution)	Smoke and vapors
Appropriate exposure limit(s):	Varies and unknown
II. RESPIRATOR DETERMINATION:	
Exposure is documented to be below the exposure limits and use by employees is voluntary.	
	Respirator use is "not required" under the standard. A respirator may be used if desired. Go to Section III a.
Exposure is documented to be below the exposure limits and use by employees is required by a job rule or procedure.	
	Respirator use is required under the standard. Go to Section III b.
Exposure may exceed exposure limit and maximum concentration is known.	
	Respirator use is required under the standard. Go to Section III b.
Exposure is not characterized ("cannot identify or reasonably estimate the employees' exposure").	
x	Exposure is considered IDLH. Go to Section III c.

RESPIRATORY PROTECTION PROGRAM

APPENDIX A - RESPIRATOR SELECTION WORKSHEET

Section III a - Voluntary Use of a Respirator

III.	RESPIRATOR SELECTION	
	a.	Voluntary Use of Respirator.
	Indicate make, model, and approval number of the respirator selected and indicate any limitations on its use. If the respirator is a chemical cartridge or filter type respirator, indicate the frequency required for cartridge or filter replacement.	
	Type of Respirator:	
	Manufacturer:	
	Model No.:	
	Approval No.:	
	Limitations:	
	Cartridge/filter change schedule (if applicable):	
	Prepared by: (Print Name)	
	Signature:	
	Date:	

RESPIRATORY PROTECTION PROGRAM

APPENDIX A - RESPIRATOR SELECTION WORKSHEET

Section III b - Respirator Use Is Required by the Standard

III.	RESPIRATOR SELECTION	
	b.	Respirator Use Is Required by the Standard.
	Indicate make, model, and approval number of the respirator selected and indicate any limitations on its use. If the respirator is a chemical cartridge or filter type respirator, indicate the frequency required for cartridge or filter replacement.	
	Type of Respirator:	
	Manufacturer:	
	Model No.:	
	Approval No.:	
	Limitations:	
	Cartridge/filter change schedule (if applicable):	
	Basis for determining cartridge change schedule:	
	Include all calculations and assumptions. Indicate basis for assumptions and references to published literature where appropriate.	
	Prepared by: (Print Name)	
	Signature:	
	Date:	

RESPIRATORY PROTECTION PROGRAM

APPENDIX A - RESPIRATOR SELECTION WORKSHEET

Section III c - Atmosphere Is Considered to Be Immediately Dangerous to Life or Health (IDLH)

III.	RESPIRATOR SELECTION	
c.	Atmosphere is considered to be Immediately Dangerous to Life or Health (IDLH).	
	Respirators for IDLH atmospheres are limited to: Indicate make, model, and approval number of the respirator selected and indicate any limitations on its use.	
	<p style="margin-left: 40px;">NOTE: Only self-contained breathing apparatus (SCBA) with a minimum 30-minute air supply or a full facepiece, positive-pressure supplied-air respirator with an auxiliary air supply is acceptable.</p>	
	Type of Respirator:	
	Manufacturer:	
	Model No.:	
	Approval No.:	TC13F
	Limitations:	
	Procedures to be used for accountability (reference the appropriate section of written respiratory protection program and/or confined space entry program and give brief description here, or attach accountability procedures).	
	Prepared by: (Print Name)	
	Signature:	
	Date:	

RESPIRATORY PROTECTION PROGRAM

APPENDIX C - RESPIRATOR INSPECTION RECORD

Section I - Self-Contained Breathing Apparatus

SELF-CONTAINED BREATHING APPARATUS - MONTHLY CHECKLIST													
NOTE: Complete one form for each respirator													
RESPIRATOR TYPE:							S.N. AND MODEL NO:						
YEAR:							INSPECTED BY:						
LOCATION:							USER:						
ITEMS CHECKED	J	F	M	A	M	J	F	A	S	O	N	D	
RUBBER FACEPIECE													
RUBBER HEAD HARNESS													
RUBBER HOSE													
"O" RING CONNECTOR													
EXHALATION VALVE													
INHALATION VALVE													
FACEPIECE LENS													
HARNESS													
BACKPACK													
CLEANLINESS													
INSTRUCTION SHEET													
FOG PROOF													
AIR CYLINDER PRESSURE													
CYLINDER VALVE													
BYPASS VALVE													
MAINLINE VALVE													
LOW PRESSURE ALARM													
REGULATOR DIAPHRAGM													
REGULATOR FUNCTION													
DEMAND													
PRESSURE DEMAND													
STORAGE BOX													
Inspector's Initials:													
COMMENTS:													
STORAGE: All respirators must be properly stored to protect them from damage due to environmental factors (sunlight, temperature extremes, etc.) and chemicals.													
ACCEPTABLE <input type="checkbox"/>							NOT ACCEPTABLE <input type="checkbox"/>						

RESPIRATORY PROTECTION PROGRAM

APPENDIX C -- RESPIRATOR INSPECTION RECORD

Section II - Cartridge-type Respirator

CARTRIDGE TYPE RESPIRATOR - MONTHLY CHECKLIST												
NOTE: Complete one form for each respirator												
RESPIRATOR TYPE:						S.N. AND MODEL NO.:						
YEAR:						INSPECTED BY:						
LOCATION:						USER:						
ITEMS CHECKED	J	F	M	A	M	J	J	A	S	O	N	D
Complete the following items for ALL cartridge-type respirators:												
RUBBER FACEPIECE												
RUBBER HEAD HARNESS												
EXHALATION VALVE												
INHALATION VALVE												
FACEPIECE LENS												
CARTRIDGE HOLDER												
CARTRIDGE GASKETS												
CLEANLINESS												
FOG PROOF												
STORAGE BOX												
Complete the following items for Powered-Air-Purifying Respirators (PAPR) only:												
RUBBER HOSE (PAPR)												
"O" RING CONNECTOR (PAPR)												
BLOWER MOTOR (PAPR)												
BATTERY PACK (PAPR)												
Inspector's Initials:												
COMMENTS:												
<p>STORAGE: All respirators must be properly stored to protect them from damage due to environmental factors (sunlight, temperature extremes, etc.) and chemicals. When respirators are not in use, they must be placed in a plastic bag and stored in a clean area. Respirators should be stored with the facepiece and exhalation valve in a normal position to prevent it from taking a permanent distorted shape. Respirators should not be stored in work benches, tool boxes, or lockers unless they are protected against airborne contaminants, distortions, and any damage.</p>												
ACCEPTABLE <input type="checkbox"/>						NOT ACCEPTABLE <input type="checkbox"/>						

RESPIRATORY PROTECTION PROGRAM

APPENDIX E - RESPIRATOR FIT TEST RECORD

A)	Employee:		
	Employee Job Title/Description:		
B)	Respirator Selected:		Model:
	Manufacturer:		Date of Purchase:
	NIOSH Approval Number:		
C)	Conditions which could Affect Respirator Fit: (Check all that apply):		
	Clean Shaven	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Beard Growth	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	NOTE: If beard growth is below sealing area, fit testing is not permitted.		
	Moustache	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Dentures	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Weight Loss or Gain	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Facial Scar	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Dentures Absent	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Glasses	YES <input type="checkbox"/>	NO <input type="checkbox"/>
NOTE: If any of the above interferes with the function or seal of the respirator, fit testing is not permitted unless the condition is corrected.			
Comments:			
D)	Qualitative Fit Testing (Check all methods used)		
	Isoamyl Acetate	PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>
	Irritant-Smoke	PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>
	Bitrex Solution	PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>
	Saccharin Test	PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>
	Qualitative Fit Testing	PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>
E)	Quantitative Fit Testing		
	Instrument Used:		
	Make:		
	Model:		
	Serial Number:		
	Fit Factor:	PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>
	Instrument printout:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
NOTE: If box is checked Yes, attach instrument printout to back of page.			
Comments:			
Test Conducted by:			
Date:			

RESPIRATORY PROTECTION PROGRAM

APPENDIX F - TRAINING RECORD

Employee (Individual) Training Record

NAME:	
TYPE OF RESPIRATOR:	
DATE:	
COMMENTS:	
TRAINER'S NAME:	
DATE:	

APPENDIX G - PROCEDURES FOR PROPER USE OF RESPIRATORS IN ROUTINE AND REASONABLY FORESEEABLE EMERGENCY SITUATIONS

List the procedures for use of respiratory protection in both routine and emergency situations (i.e., accountability for firefighters):

Routine Procedures:

Emergency Procedures:

OSHA RESPIRATORY MEDICAL EVALUATION QUESTIONNAIRE

Part A. Section 1. (Please Print)

1. Today's Date: _____
2. Your Name: _____
3. Your age: (to the nearest year) _____
4. Sex (check one): _____ Male _____ Female
5. Your height: _____ ft. _____ in.
6. Your weight: _____ lbs
7. Your job title: _____
8. A phone number where you can be reached by the health care professional who reviews this questionnaire (include the Area Code): _____ ()
9. The best time to phone you at this number: _____ a.m. _____ p.m.
10. Has your employer told you how to contact the health care professional who will review this questionnaire? (Check one) _____ yes _____ no
11. What type of respirator and filter will you be using? _____
12. Have you worn a respirator? (Check one) _____ yes _____ no
 If yes, what types (s): _____

Part A. Section 2. (please check yes or no)

1. Do you currently smoke tobacco, or have you smoked tobacco in the last month? _____ yes _____ no
2. Have you ever had one of the following conditions? _____ yes _____ no
 - a. Seizures: _____ yes _____ no
 - b. Diabetes (sugar disease): _____ yes _____ no
 - c. Allergic reactions that interfere with your breathing: _____ yes _____ no
 - d. Claustrophobia (fear of closed-in places) _____ yes _____ no
 - e. Trouble smelling odors: _____ yes _____ no
3. Have you every had any of the following pulmonary or lung problems?
 - a. Asbestosis: _____ yes _____ no
 - b. Asthma: _____ yes _____ no
 - c. Chronic bronchitis: _____ yes _____ no
 - d. Emphysema: _____ yes _____ no
 - e. Pneumonia: _____ yes _____ no

6. Have you every had any of the following cardiovascular or heart symptoms? (Check one)
- a. Frequent pain or tightness in your chest: ___ yes ___ no
 - b. Pain or tightness in your chest during physical activity: ___ yes ___ no
 - c. Pain or tightness in your chest that interferes with your job: ___ yes ___ no
 - d. In the past two years, have you noticed your heart skipping or missing a beat: ___ yes ___ no
 - e. Heartburn or indigestion that is not related to eating: ___ yes ___ no
 - f. Any other symptoms that you think may be related to heart or circulation problems: ___ yes ___ no

7. Do you currently take medication for any of the following problems? (Check one)
- a. Breathing or lung problem: ___ yes ___ no
 - b. Heart trouble: ___ yes ___ no
 - c. Blood pressure: ___ yes ___ no
 - d. Seizures (fits): ___ yes ___ no

8. If you've used a respirator, have you ever had any of the following problems? (If you've never used a respirator, check the following space and go to question 9) ___
- a. Eye irritation: ___ yes ___ no
 - b. Skin allergies or rashes: ___ yes ___ no
 - c. Anxiety: ___ yes ___ no
 - d. General weakness or fatigue: ___ yes ___ no
 - e. Any other problem that interferes with your use of a respirator: ___ yes ___ no
9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire? ___ yes ___ no

If you have been selected to use either a full-face piece respirator or a self-contained breathing apparatus (SCBA), please complete questions 10 to 15.

10. Have you ever lost vision in either eye (temporarily or permanently)? ___ yes ___ no
11. Do you currently have any of the following vision problems?
- a. Wear contact lenses: ___ yes ___ no
 - b. Wear glasses: ___ yes ___ no
 - c. Color blind: ___ yes ___ no
 - d. Any other eye or vision problem: ___ yes ___ no
12. Have you ever had an injury to your ear, including broken eardrum? ___ yes ___ no
13. Do you currently have any of the following hearing problems?
- a. Difficulty hearing: ___ yes ___ no
 - b. Wear a hearing aid: ___ yes ___ no
 - c. Any other hearing or ear problems: ___ yes ___ no

14. Have you ever had a back injury? yes no
15. Do you currently have any of the follow musculoskeletal problems?
- a. Weakness in any of your arms, hands, legs or feet: yes no
 - b. Back pain: yes no
 - c. Difficulty fully moving your arms and legs: yes no
 - d. Pain or stiffness when you lean forward or backward at the waist: yes no
 - e. Difficulty fully moving your head up or down: yes no
 - f. Difficulty fully moving your head side to side: yes no
 - g. Difficulty bending at your knees: yes no
 - h. Difficulty squatting to the ground: yes no
 - i. Climbing a flight of stairs or a ladder carrying more than 25 lbs: yes no
 - j. Any other muscle or skeletal problem that interferes with using a respirator yes no

Print Name _____

Date _____

Signature _____

Reviewed by _____