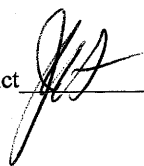


**AGREEMENT BETWEEN**  
**FAIRVIEW FIRE DISTRICT, BOARD OF FIRE COMMISSIONERS**  
**AND**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL - CIO,**  
**LOCAL 2623**

**DATED: January 1, 2008 - December 31, 2012**

For Fairview Fire District



06/03/08

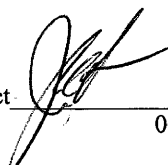
for Fire Fighters



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For Fairview Fire District



for Fire Fighters



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## PREAMBLE

This Agreement made, between the Board of Fire Commissioners of the Fairview Fire District, hereinafter referred to as the District, and the International Association of Fire Fighters, AFL-CIO, and Local 2623, hereinafter referred to as the Fire Fighters.

## ARTICLE 1 - PURPOSE

It is the intent and purpose of this agreement to maintain the existing harmonious relationship between the District and the Fire Fighters. To increase the general efficiency of the Department, promote and protect the general welfare of the citizenry, and to be consistent with the New York State Taylor Law, decisions of the court, and/or public Employee Relations Board.

## ARTICLE 2 - DURATION

This agreement shall be effective January 1, 2008 and continue in full force and effect until December 31, 2012.

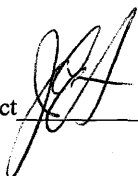
## ARTICLE 3 - RECOGNITION

The District recognizes IAFF Local 2623 as the sole and exclusive bargaining agent for all paid personnel of the Fire Fighting Force and other Emergency Services of the Fairview Fire District for the purpose of the collective bargaining of their terms and conditions of employment and the administration of grievances. District Clerical, Financial, Management Confidential Staff, or Professional Services employees are not included in this recognition.

## ARTICLE 4 - DUES CHECKOFF

The District shall deduct from the wages of all members of the bargaining unit for Local 2623 IAFF and remit to the Association regular membership dues in compliance with the Agency Shop Law of New York State.

For Fairview Fire District



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for Fire Fighters



## ARTICLE 5 - BEREAVEMENT LEAVE

### Section 1

An employee who suffers a death in his/her family shall be entitled to special leave, which leave is to commence within 48 hours after the death, with pay subject to the following conditions:

- A. Up to six (6) regularly scheduled workdays in the event of the death of the employee's spouse, (step)child, (step)parent or dependent or the employee's spouse's, (step)child, (step)parent or dependent.
- B. Up to three (3) regularly scheduled workdays in the event of the death of a (step)brother, or a (step)sister of the employee or the employee's spouse.
- C. Up to two (2) regularly scheduled workdays in the event of the death of a grandparent, or grandchild of the employee or the employee's spouse.
- D. One (1) regularly scheduled workday (the day of the funeral only), with a maximum of three (3) days per calendar year, in the event of the death of an aunt, an uncle, a niece or a nephew of the employee or the employee's spouse.

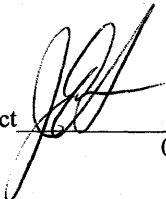
### Section 2

Part-time Fire Fighters will be on paid leave for the scheduled shift for the day of the funeral.

### Section 3

The employee shall supply documentation establishing the death and relationship of the deceased to the employee if requested by the Chief.

For Fairview Fire District



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## ARTICLE 6 - HOURS OF DUTY AND SPECIAL CONSIDERATIONS

The various work shifts of the Fire Fighters or Officers of the Fairview Fire District are defined as follows:

- A. **Fire Fighters/Officer cycle working shifts** will be (10) hours on the day shift between 0700 and 1700 hours and fourteen (14) hours on the night shift between 1700 and 0700 hours. For the purpose of this agreement, the mean between the two, namely twelve (12) hours will constitute a day. The time cycle of working shifts shall be three days of day shifts, followed by three days of night shifts, followed by six days of no day or night shift. Firefighter and Officer Shifts shall be synchronized with each other.
- B. **Special days only shifts** shall consist of a flexible schedule determined by the District, to reflect the needs of the assignment. The schedule shall be worked to maintain a forty-two (42) hour work week over a seven day (pay) period. This position is not part of the regularly scheduled group and will not affect shift/group manning.
- C. **Scheduled relief shifts** shall be any shift scheduled to be worked with more than 14 hours notice to the employee before the first hour scheduled to be worked. Only the employee who works the shift is entitled to be paid for the shift.
- D. **Special relief shifts** to provide adequate district response, the District Board of Fire Commissioners reserves the right to establish an evening relief shift. This shift would be between the hours of 1700 and 2300. Actual hours and days to be worked will be as directed and felt necessary by the Board. The minimum duration of this shift would be three months. Once this shift has been started, the Board will give the Union 30 days notice of its intention to discontinue the shift.
- E. **Emergency relief shifts** shall be any shift scheduled to be worked with less than 14 hours notice to the employee before the first hour scheduled to be worked.
- F. **Hold over time** is defined as any time an employee must remain on duty past the end of his regular shift caused by either failure to be relieved by a replacement or inability to return to the fire house during an ongoing incident.
- G. **Callback time** is defined as time spent on active duty as a result of being called back to work from time off after completing a regular shift. District Order #5 details standard conditions that govern call back time.

For Fairview Fire District

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- H. **Pre-start time** is defined as callback time that occurs less than two hours prior to the scheduled start time of a Fire Fighter/Officer.
- I. **Equipment transport** is defined as time spent moving District apparatus for repairs and shall not be considered part of normal shift duties unless the transport is within the District or is within seven (7) miles of the District. Transport of equipment over seven (7) miles from the District will be done by relief or holdover time.
- J. **Special Details** If an event is held inside or outside of the District, and career personnel are representing the District, employees will be paid at the relief time rate (Article 11, Section 3, M.).  
Examples of special details include but are not limited to: car seat events, fire prevention details, open house, etc.
- K. **Parades** Operation of equipment for parades shall not be considered part of normal shift duties. Operation of equipment will be on a volunteer basis by qualified off-duty or volunteer personnel.
- L. **Reorientations** An employee, who returns to work from long term disability or leave, greater than 4 months, shall be assigned to the day shift for a time period determined by the Employer not to exceed six weeks.

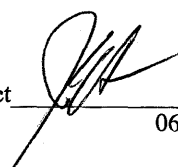
## ARTICLE 7 - MAINTENANCE OF BUILDING AND GROUNDS

The Fire District's lawns, equipment, grounds and buildings, will be maintained by the Fire Fighters as directed and as time is available after completion of training, daily duties and answering fire or medical assistance calls.

General cleaning and maintenance of building and grounds will include but not be limited to the following:

1. Sweep and mop floors in all but the apparatus and work area as needed.
2. Clean blinds, windowsills and general dusting as needed.
3. Empty wastepaper baskets as needed.
4. Window washing at least 2 times per year.
5. Lawns mowed and trimmed as needed.
6. Sidewalks and fire escapes cleaned and sanded as needed in the winter.
7. Bathrooms cleaned and supplied with soap and paper daily or as needed.

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for Fire Fighters



8. Apparatus and work area to be cleaned, dusted, floor washed weekly or as needed.
9. Replace light bulbs as needed.
10. Upstairs kitchens as needed
11. Cleaning of the basement areas
12. Gymnasium

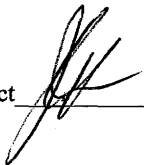
The parties agree that the following work shall be excluded from the provisions of this article.

1. Any work on the Fire Districts equipment that falls under the scope of the Mechanic's Special Position.
2. Any items of work that by their nature require special training or large amounts of time.
3. Buffing or stripping of any floors.
4. Initial cleaning of upstairs kitchen after a schedule affair.
5. Adjustment, replacement or repair of gymnasium equipment

## ARTICLE 8 – SCHEDULE

1. The time schedule will be made out to include a minimum of least three (3) Fire Fighters (one of the Fire fighters may be an Officer) on duty on all shifts plus one Fire Fighter on "Special Days Only Shift". All Fire Fighters employed by the District will form one rotation schedule from which relief and time off duty will be selected to fill Fire Fighter shifts. All Officers employed by the District will form one rotation schedule from which relief and time off duty will be selected to fill Officers shifts. Open shifts that remain in either Fire Fighter or Officer Relief shifts after the above rotation selections have been made will be available to everyone. The Union shall give to the District Chief the current rules they use to choose the firefighter/officer that fill available shifts.
2. If a catastrophic event or events occurs in which 40% of the Firefighters/Officers are killed, injured, or become ill and are unable to work for thirty days or more, the Union will assist the District in temporarily employing Firefighters/Officers from nearby I.A.F.F. Local Unions to help fill and continue the level of manning in practice at that time.
3. Special day only shifts may be authorized by the Fire Commissioners.

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4. Upon authorization by the Board of Commissioners and receipt of Doctors notifications, a period of light duty work may be established to be worked with limited duties assigned by the Board. Scheduling of such light duty shifts will be by mutual consent of the employee and the District.
5. The chain of command for the person in charge of the station and/or emergency scene is as follows:

The District Paid Chief in attendance, in his absence;  
The District Volunteer Assistant Chief, in his absence;  
The District Paid Officer on duty in attendance, in his absence, The Senior Fire Fighter in attendance.

It was further agreed that the Board of Fire Commissioners is the governing body of the District except at an emergency scene.

## ARTICLE 9 - TRAINING

### Section 1

The Board of Commissioners shall provide all Fire Fighters and Officers with training as provided for in Article 6-C of the Executive Law of the State of New York. Fire Fighters or Officers shall not receive any additional compensation for any portion of this required training that takes place while on duty.

### Section 2

All Fire Fighters and Officers hired on or after January 1, 1990 are required to maintain minimum certification in CPR and New York State EMT- Basic. EMT- Basic is defined as the current EMT-Basic certification or equivalent certification consistent with the current New York State certification for the Fairview Fire District Ambulance.

### Section 3

- A. Attendance at any District approved classes of one day or longer held outside of Dutchess County that will require an overnight stay will be compensated at the rate of 12 hours per day with no additional compensation for travel time. If any of the training time falls during the regularly scheduled shift (day or night) of the Fire Fighter/Officer, the Fire Fighter/Officer will adjust his schedule for that date and report to class at the required time. The only exception will be newly hired

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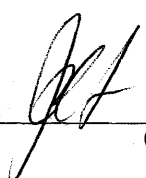
Fire Fighters attending mandatory Basic Fire Fighter Training which will be compensated at 10 hours a per day.

- B. Attendance at any District approved classes held inside or outside of Dutchess County that doesn't require an overnight stay, the Fire Fighter/Officer will be compensated certificate time plus round trip travel time from firehouse. The only exception will be newly hired Fire Firefighters attending mandatory Basic Fire Fighter Training, which will be compensated at 10 hours per day.
- C. If a Fire Fighter/Officer attends a District approved class of 6 certificate hours or more, and has a regularly scheduled night shift for that date the Fire Fighter/Officer will adjust his schedule for that date and report to class at the required time. The open nightshift will be filled by relief time.
- D. If a Firefighter/Officer is scheduled to work a shift before and/or after the scheduled class and that time is required for travel, the shift(s) will be filled with relief time, and the employee will not be charged benefit time.
- E. In Addition to compensation for the Fire Fighter/Officer, the District will pay for all costs for the class; provide necessary equipment, lodging, and round trip transportation and toll reimbursement for the Fire Fighter/Officer for the use of the private vehicle. Mileage reimbursement will be the current rate in effect according to the District guidelines.
- F. For any classes that require an overnight stay and does not have meals included as part of the class fees, the district will reimburse the Fire Fighter/Officer at a maximum of \$45.00 per day. The Fire Fighter/Officer will provide receipts for the district.

**Section 4**

Fire Fighters/Officers shall receive compensation for training or testing that is required to achieve or maintain EMT-Basic certification once per certification cycle. Fire Fighters/Officers shall not receive compensation for training or testing that is required to achieve or maintain EMT-Basic certification due to failure of a course paid for by the District.

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During the period that a Fire Fighter/Officer is without CPR or EMT-Basic certification, the Fire Fighter/Officer will be placed on probation for a period of one year or until he successfully certifies. If the Fire Fighter/Officer does not successfully certify at the end of the one-year period, employment will be terminated.

During the period that a Fire Fighter/Officer is without EMT-Basic certification, the Fire Fighter/Officer will revert to basic salary without premiums for Officer and EMT-Basic premium.

During the period that a Fire Fighters/Officers is without the CPR and EMT-Basic certifications the District will be allowed to revise the employee's work cycles as needed to maintain the proper number of certified employees on each shift.

## ARTICLE 10 –ORGANIZATIONAL RIGHTS

### Section 1

Requests for time off for Union business shall be made by the Union, in writing, to a member of the Chiefs Department stating the individual(s) for whom the time is requested and the purpose of the request. Approval of such request will not be unreasonably withheld for up to 60 hours for each year of the contract period. The total number of 300 hours may be used at any time during the contract period. Requests for additional Union business time, if any, shall be granted or denied at the sole and exclusive discretion of the Board of Commissioners.

### Section 2

All directives and official notices shall be in writing and signed. A copy will be posted and provided to the Union Representative.

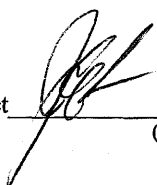
### Section 3

There shall be no discrimination, interference, restraint or coercion by the employer against any employee for his activity on behalf of or membership in the Union.

### Section 4

This agreement and any future agreement shall be reproduced and supplied to each employee by the employer within 30 calendar days of its execution at no cost to the employee. A copy of the agreement will be supplied to each Fire Fighter or Officer newly employed by the District.

For Fairview Fire District



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**Section 5**

All rights, privileges, and working conditions enjoyed by the employees on the first day of January, 2008 which are not included or modified by this agreement, shall remain in full force unchanged and unaffected in any manner during the term of this agreement unless changed by mutual consent. At no time will this past practice refer to incidents prior to January 1 2005.

**Section 6**

Notwithstanding any of the provisions of Article 26, the parties agree that in any grievance or arbitration which uses Article 10 Section 5 of the contract as a basis for such an action, the loser will pay all costs of the grievance and arbitration for both parties.

**ARTICLE 11 - REMUNERATION****Section 1**

A. Full-time Fire Fighters will be paid at the following basic pay scale

Hourly Wage

Effective: Jan.1,2008

Starting:	(3.00%)20.38
Probation:	(3.00%)21.39
After 1 <sup>st</sup> year	(3.00%)21.74
After 2 <sup>nd</sup> year	(3.00%)22.09
After 3 <sup>rd</sup> year	(3.00%)23.25
After 4 <sup>th</sup> year	(3.00%)23.51
After 5 <sup>th</sup> year	(3.00%)23.88

Salary increases for 2009 & 2010 COLA +1.0%, 2011 & 2012 COLA +1.5%

For Fairview Fire District

for Fire Fighters

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The cost of living adjustment (COLA) will be the CPI-W% increase found in the Bureau of Labor Statistics for the NY-Northeastern NJ-Long Island, NY-NJ-CT area (<http://www.bls.gov/news.release/cpi.toc.htm>, Table 6), for the month of July. COLA figures used for calculations shall not be less than 2% or more than 6%.

- A. Full-time Fire Lieutenant will have a base salary of 13% more than the "After Fifth Year" Fire Fighter base salary.
- B. Full-time Fire Captain will have a base salary of 19% more than the "After Fifth Year" Fire Fighter base salary. The Full-time Fire Captain will also be the Municipal Training Officer (MTO).

## Section 2

- A. An annual longevity bonus will be paid after completion of service for each of the following years:

6 YRS of service = \$ 600.00  
 9 YRS of service = \$1,000.00  
 13 YRS of service = \$2,000.00  
 17 YRS of service = \$3,000.00  
 21 YRS of service = \$4,000.00  
 25 YRS of service = \$5,000.00

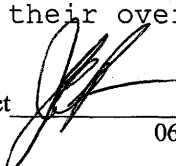
- B. Fire Fighters or Officers will receive 6% of base salary premium as long as they maintain current EMT- Basic, or equivalent certification. This percentage is to be calculated on the Hourly Wage shown above.

## Section 3

The following special pay provisions shall apply.

- A. Fire Fighter or Officers who work more than 212 hours in a 28-day period shall be paid at their overtime at rate for all hours in excess of the 212 hours. Hours that the employee works during this 28-day period, for which overtime is paid under other sections of the contract, will not be counted toward the above 212 hours. Payment for overtime due from this section will be PAID WITHIN ONE WEEK.
- B. A Fire Fighter or Officer who works scheduled relief time shall be paid at their straight time rate.
- C. A Fire Fighter or Officer who works emergency relief time shall be paid at their overtime rate.

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- D. A Fire Fighter or Officer who works hold over time shall be paid at their regular rate of pay with minimum payment in blocks of one hour for any time spent over the previous paid block. If the hold over exceeds 1 hour, hold over time will convert to call back time and be covered by the call back time rules.
- E. The District will establish a standing order (Order #5) outlining emergency call back response requirements for different standard conditions. This order is subject to review and revision by the District as conditions dictate.
- F. The Chief, Deputy Chief, or Officer in Charge shall have the authority to call back Fire Fighters/Officers for all or any emergencies. The Fire Fighters/Officers must sign the appropriate time book.
- G. When the Chief, Deputy Chief, or an Officer is not on duty, the most senior Fire Fighter on duty will be in charge of the station.
- H. Compensation for the call back shall be:
  - 1. Pre-start time: at the overtime rate for the actual time (rounded to the nearest one half-hour) from the call back to their scheduled start time.
  - 2. Call back other than Pre-start time: at the overtime rate for a minimum of two hours.
- I. No individual Fire Fighter or Officer will schedule to work more than forty-eight (48) consecutive hours without at least a ten- (10) hour break.
- J. Any Officer, working relief time as a Fire Fighter, shall be paid at his salary including the Officer premium.
- K. Drills and training shall be paid at straight time unless otherwise eligible for time and one half under the provisions of this agreement.
- L. Special Position pay provisions:
  - 1. The Public Education Coordinator will Receive a bounus of 4% over base per hour Percentage will be increased with additional training as prescribed in Article 13, Part A Section 2 according to the scale below

Course	Percentage
NYS Building Codes Courses	+3%
CPR Instructor	+2%
Child Safety Seat Tech.	+2%

For Fairview Fire District

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The Assistant Public Education Coordinator will receive a bonus of 3% over base per hour. Percentage will be increased with additional training as prescribed in Article 13, Part A, Section 2 according to the scale below.

Course	Percentage
NYS Building Codes Courses	+2%
CPR Instructor	+1%
Child Safety Seat Tech.	+1%

2. The Preventative Maintenance Coordinator will receive a bonus of 5% over base per hour. Upon completion of repair and maintenance training on pumps, ladder, and engines, as prescribed and provided by the District, the bonus will increase to 10.0% over base per hour.
3. Quartermaster, upon completion of training as prescribed by the Chief/ MTO, will receive a bonus of 2%.
4. SCBA & Air Meter Coordinator will receive a bonus of 2% over base per hour. Percentage will be increased upon completion SCBA Maintenance Certification and Compressor Maintenance Certification, provided by the District, the bonus will increase according to the scale below.

Course	Percentage
SCBA Maintenance	+2%
Compressor Maintenance	+2%

M. Actual salary will be calculated as follows:

**Regular Time Pay**

1. Base pay from the schedule above {42 hours/week}
2. + EMT-Basic, or equivalent bonus
3. + Officer or Special Position bonus


**Overtime Pay**

1. One and one half from the schedule above

N. New York State Deferred Compensation Plan

1. The District agrees to continue the practice of providing the New York State Deferred Compensation Plan (NYSDCP) at no administration cost to the employee.

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for Fire Fighters



2. Firefighter/Officers shall be eligible to participate in the NYSDCP. The NYSDCP is subject to the provisions of Section 457 of the Internal Revenue Code. The plan is a voluntary retirement savings program. Participation in the plan is subject to the terms and conditions of the plan, as the same may change from time to time.
3. The District will shall not be obligated to contribute to the plan on behalf of any employees for any reason. The District shall not be obligated to provide its own alternative IRC Section 457 Plan in the event that the NYSDCP is discontinued or becomes unavailable to the District employees.

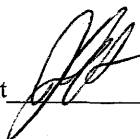
O. Secondary Employment

1. It is acknowledged by both the District and Union that employees may engage in secondary employment. No employee will engage in secondary employment while on sick leave, workers compensation, or receiving compensation under General Municipal Law 207-a.

## ARTICLE 12 - HIRING/PROMOTION

- A. All newly hired or promoted Fire Fighters will be required to obtain the required New York State Basic Firefighter Training, CPR, and New York State EMT-Basic, or equivalent certification, during the Probationary period (1 year). Failure to obtain and maintain these certifications will make the person ineligible for permanent appointment. After three (3) months of service and receipt of these certifications, passing the CPAT Test, and being assigned to a regularly scheduled position, the employee will advance from starting to probationary pay schedule.
- B. Passing the CPAT Test will be as per District Policy. This policy will be submitted to the Union for review.

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- C. All newly hired or promoted Fire Fighters will provide a valid drivers license in New York State.
  - a. During the period that a Fire Fighter/Officer is without a valid driver's license, the Fire Fighter/Officer will be placed on probation for a period of six (6) months or until he successfully secures a valid license to drive while on duty. If the Fire Fighter/Officer does not produce such a license in the six (6) month period, employment will be terminated. During the period that a Fire Fighters/Officers is without a driver's license the District will be allowed to revise the employee's work cycles as needed to maintain the proper number of certified employees on each shift.
  - b. The six (6) month period will be increased by the length of any documented court caused delays

## ARTICLE 13 - SPECIAL POSITIONS

Only permanent employees will be eligible for consideration for the following special positions. If at any time an employee holding one of these special positions, or the District become dissatisfied with the conditions outlined in this Article, either party may upon written notice to the other, withdraw from this arrangement, no reason need be indicated. The arrangement will be discontinued at an agreed date not less than (30) days after the notification.

### A. PUBLIC EDUCATION COORDINATOR

To improve public awareness and knowledge, the District will additionally compensate up to 2 and no more than two Fire Fighters to act as Public Education Coordinator and Assistant Public Education Coordinator.

Firefighters holding either of these positions cannot hold another special position.

### Section 1 - Responsibilities/ Schedule

- A. To coordinate, schedule and implement the District's Fire Prevention Program details as directed and approved by the Fire Commissioners or their designee.

**Note:** to assist in performance of these duties, the coordinator will be allowed to use a District vehicle

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during on-duty hours when available and not assigned for other District purposes.

- B. To review site plans and make recommendations with the Chief's approval.
- C. To maintain all Fire District Fire Prevention Equipment.
- D. To coordinate training on Fire District Fire Prevention material (i.e.: Pluggie, Teddy Ruxpin, films, etc.).
- E. Scheduling of other needed details will also be the responsibility of this employee, subject to the approval and/or direction of a member of the Chief's Department. A relief shift may be scheduled by agreement of the chiefs department and the fire prevention employee(s). This will be on the day shift, and will not be counted as a Firefighter or Officer for that shift.
- F. The hours of duty for this position shall be as outlined in Article 6, Paragraph B (Special Days Only Shifts) or Paragraph A (Fire Fighter Cycle Working Shift). This shift cannot be changed unless there is a written agreement between the Union, District and affected employee.
- G. Provide monthly reports to the District.

**Section 2 - Uniform**

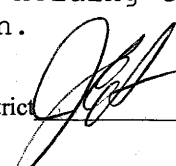
- A. A class "A" uniform will be provided to the fire prevention and assistant fire prevention coordinator on a one-time basis upon completion of 6 months of service in the position

**B. PREVENTATIVE MAINTENANCE COORDINATOR/MECHANIC**

In exchange for a Preventative Maintenance Program for all District Apparatus and equipment, the District will additionally compensate no more than 1 full-time Fire Fighter to act as Preventative Maintenance Coordinator/Mechanic.

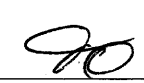
The Firefighter holding this position cannot hold another special position.

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**Section 1 - Responsibilities**

- A. Place each vehicle owned by the District on a maintenance schedule with at least a semi-annual oil change, greasing, etc.
- B. Scheduling and performing minor repairs such as light bulb changes minor mechanical repairs and adjustments.
- C. Scheduling of other needed repairs will also be the responsibility of this employee, subject to the approval and/or direction of a member of the Chief's Department. For maintenance purposes a relief shift may be scheduled by agreement of the chiefs department and the mechanic to perform maintenance. This will be on the day shift, and will not be counted as a Firefighter or Officer for that shift.
- D. The hours of duty for this position shall be as outlined in Article 6, Paragraph B (Special Days Only Shifts) or Paragraph A (Fire Fighter Cycle Working Shift). This shift cannot be changed unless there is a written agreement between the Union, District and affected employee.
- E. Time spent performing minor repair work in addition to the normal work schedule will be paid at straight time, and indicated in the pay book as maintenance, including a brief description of the reason for the repair.
- F. Time spent by an employee performing emergency repair; will be paid at the overtime rate for actual time needed to repair apparatus. This shall be recorded in the time book with a brief explanation of this emergency repair. Should the apparatus be out of service, a member of the Chiefs Department will be notified regarding the cause and length of time estimated for the repair to be completed.
- G. The District will reimburse the cost of up to two coveralls as needed. Subject to the approval, and/or the direction of the Chiefs department. The coveralls will become and remain the property of the District.
- H. Provide monthly reports to the District.

**C. QUARTERMASTER**

To enhance the maintenance and control of inventory the District will compensate no more than one firefighter or officer to act as Quartermaster.

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**Section 1 - Responsibilities**

- A. Maintain inventory and maintenance records for miscellaneous department equipment and spare parts/supplies for items such as turnout gear/PPE radios, pagers, etc.
- B. Maintain records and perform annual inventory and inspection of District issued tools, equipment, radios, gear, etc.
- C. The hours of duty for this position shall be as outlined in Article 6, Paragraph B (Special Days Only Shifts) or Paragraph A (Fire Fighter Cycle Working Shift). This shift cannot be changed unless there is a written agreement between the Union, District and affected employee.
- D. Provide monthly reports to the District.

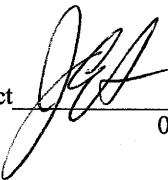
**D. SCBA & AIR METER COORDINATOR**

To enhance the inventory, maintenance and safety of SCBA's, and air testing equipment the District will compensate no more than one firefighter or officer to act as SCBA and Air Meter Coordinator.

**Section 1 - Responsibilities**


- A. Maintain inventory and maintenance records for District self contained breathing apparatus (SCBA) equipment, SCBA compressor and/or cascade system, spare parts/supplies.
- B. Schedule and/or performing preventative maintenance, testing and other needed repairs of SCBA equipment.
- C. Perform and maintain records for annual respiratory fit testing.
- D. Schedule and/or performing preventative maintenance, testing and other needed repairs of any District owned fit testing equipment.
- E. Maintain inventory and maintenance records for District air monitoring equipment (i.e.: Scout Meters, CO meters, etc.)

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- F. Schedule and/or performing preventative maintenance, testing and other needed repairs of air monitoring equipment.
- G. Time spent performing minor repair work in addition to the normal work schedule will be paid at straight time, and indicated in the pay book as maintenance, including a brief description of the reason for the repair.
- H. Time spent by an employee performing emergency repair; will be paid at the overtime rate for actual time needed to repair equipment. This shall be recorded in the time book with a brief explanation of this emergency repair. Should the equipment be out of service, a member of the Chiefs Department will be notified regarding the cause and length of time estimated for repair.
- I. Provide monthly reports to the District.

## ARTICLE 14 - SENIORITY

### Section 1

Seniority shall be defined as the length of service from the first day of pay status for a full-time Fire Fighter with the Fairview Fire District. In the event that more Fire Fighters/Officer request the same vacation time off than can be reasonably spared for operating reasons, then time will be granted in order of request.

### Section 2

- A. In the event that the District has a reduction of work force:
  - 1. Fire Fighters with the lowest seniority will be laid off first.
  - 2. Officers with the least amount of time as an officer will be laid off first. In the event more that one officer has the same time since appointment, the employee with the lowest seniority will be laid off first. Laid off Officers will have retreatment rights to the last permanently held position
  - 3. No full-time Fire Fighter will be laid off until all part-time Fire Fighters have been laid off.
- B. Employees who have been laid off shall be recalled in order of seniority. No new employees shall be hired until all

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laid off employees have been given an opportunity to return to work.

## ARTICLE 15 - VACATION

### Section 1

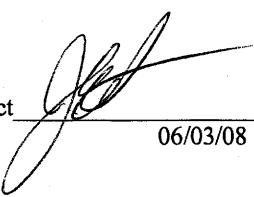
- A. All full-time Fire Fighters/Officers will earn vacation time at the rate of 20 hours per month. No vacation time can be used until the end of the first 6 months of continuous employment, thereafter; vacation being earned during the current month will be available for use after the 15th day of the current month.
- B. An additional hour per month will be added to the rate after completing five (5) years, ten (10) years, and fifteen (15) years of employment.
- C. An additional two hours per month will be added to the rate after completing twenty (20) years and twenty five (25) years of employment.
- D. Fire Fighters/Officers will not earn the Vacation hours if they have been out of work as follows:
  - A. Continuously for 30 calendar days on workmen's compensation.
  - B. Continuously for 30 calendar days on sick leave.
  - C. Continuously for 10 calendar days on suspension.
- E. Vacation time must be used in minimum blocks of 3 hours plus additional minimum blocks of 1 hour.

### Section 2

- A. All full-time Fire Fighters/Officers may have a maximum of 420 hours vacation time on the books at any given time. A maximum of 420 hours vacation time will be paid for Permanent Employees only:
  - 1. Upon retirement.
  - 2. As a death benefit.
  - 3. Upon resignation after (5) years of service. (Payable in six equal monthly payments.)
  - 4. Upon dismissal subject to provision of law, unless the dismissal is for cause.

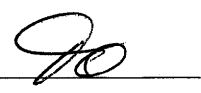
Payment shall be based on straight time rate.

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## ARTICLE 16 - HOLIDAYS

### Section 1

A. All full-time Fire Fighters/Officers shall receive the following twelve days (144 hours) that will be recognized as paid holidays:

New Years (Jan. 1)	Columbus Day (observed)
President's Day	Veterans Day (Nov. 11)
Easter Sunday (observed)	Thanksgiving (observed)
Memorial Day (observed)	Christmas (Dec. 25)
Independence Day (July 4)	Election Day (observed)
Labor Day (observed)	Martin Luther King Day observed)

B. These holidays are only earned by those full-time Fire Fighters/Officers that were working or on vacation during the period when the holiday falls. Fire Fighters will not earn the Holiday if they have been out of work as follows:

1. Continuously for 30 calendar days on workmen's compensation.
2. Continuously for 30 calendar days on sick leave.
3. Continuously for 10 calendar days on suspension.

C. Holiday time must be used in minimum blocks of 3 hours plus additional minimum blocks of 1 hour.

### Section 2

A. A maximum of 144 hours of holiday pay will be paid for Permanent Employees only:

1. Upon retirement.
2. As a death benefit.
3. Upon resignation after (5) years of service. (payable in six equal monthly payments)
4. Upon dismissal subject to provisions of law, unless the dismissal is for cause.

Payment shall be based on straight time rate. (Article 11, Section 3, M.)

B. All full-time Fire Fighters/Officers who work on a holiday may elect to be paid, at straight time, for that holiday or he may elect compensatory time off for such holidays.

C. All full-time Fire Fighters/Officers who are entitled to holiday compensatory time off may elect to be paid, for a

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maximum of 144 hours in one calendar year, provided the election(s) to be paid is made, in writing, by or before the close of the first pay period in April, October and/or December.

1. All full-time Fire Fighters/Officers who are entitled to holiday compensatory time off may elect to be paid, for a maximum of 216 hours in 2008 and/or 2009 only.
- D. Effective 1/1/10 No full-time Fire Fighters/Officers will be allowed to have over 144 hours "on the book" at any time.
- E. If notice is received timely by the District, in writing, of a Fire Fighter's/Officer's request for payment pursuant to this section, the payment will be included in the pay check for the second pay period in the month(s) of April, October and/or December as the case may be.

## **ARTICLE 17 - PERSONAL LEAVE AND MUTUAL WORK SHIFTS**

### **Section 1**

Full-time Fire Fighters/Officers shall receive personal leave time, according to the following schedule, based on their original employment date and each succeeding anniversary date. Unused personal time will be paid at the straight time rate with in two weeks of the anniversary date. (Article 11, Section 3, M.)

On the first day of employment, 36 hours.

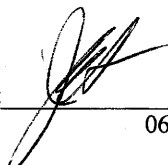
After one year of employment, 48 hours.

After two years of employment, 60 hours.

### **Section 2**

The Board of Fire Commissioners recognizes that the mutually agreed swapping of assigned work shifts provides certain flexibility for the employees; however, this practice has an adverse effect on the Board's ability to properly discharge their required duties. If employees feel it is necessary to swap their scheduled work shift with another employee, the swap must be approved by the Chief 48 hours prior to the day of the proposed shift. If the Chief is not on duty in the prescribed 48 hours time period, the district officer on duty can approve the swap and turn over to the Chief's Department a notice of the approval. If an employee requires less than a shift off, and he has made arrangements for another employee to fill in for him, a written notice of this swap must be sent to the Chief prior to the end of the shift in question.

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## ARTICLE 18 - SICK LEAVE

### Section 1

All full-time Fire Fighters/Officers shall accumulate monthly, sick leave at the rate of 12 hours per month. Sick leave being earned during the current month will be available for use after the 15th day of the current month.

Fire Fighters will not earn the sick leave if they have been out of work as follows:

1. Continuously for 30 calendar days on workmen's compensation.
2. Continuously for 30 calendar days on sick leave.
3. Continuously for 10 calendar days on suspension.

Sick leave may accumulate up to and including 2400 hours. All permanent, full-time employees will be entitled to payment for one-half accumulated unused sick leave at the following event:

1. As a death benefit
2. Upon resignation after five (5) years of service. (payable in six equal monthly payments)
3. Upon dismissal subject to provisions of law, unless the dismissal is for cause.
4. Such benefit is computed on the basis of the straight time rate of the salary schedule in existence at the time (Article 11, Section 3, M.)

Upon retirement will be entitled to payment for one third of the accumulated sick leave not applied toward retirement credit as outlined in 341-J of the retirement plan (165 days X 8 Hours = 1320 Hours)

1. If the employee does not choose the 341-j option the employee, the employee may elect to the following option for sick time buy back at retirement with the following notice to the district;
  - a) 85% = 1 year or greater
  - b) 75% = 9 months to 1 year
  - c) 66% = 4-9 months
  - d) 50% = 0-4 months

### Section 2

All full-time Fire Fighters/Officers may accrue more than 2400 hours of sick leave, however; these days will only apply towards sick leave. Any sick leave in excess of 2400 hours will be paid at the end of the fiscal year (the last pay period in December)

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at the employee's straight time rate. (Fiscal year runs from January 1 to December 31).

**Section 3**

Full-time Fire Fighters/Officers shall accumulate sick leave from the first day of employment and shall continue to do so as long as they are employed.

**Section 4**

The District may require a doctor's examination at its sole cost and expense.

**Section 5**

Whenever an employee is out on sick leave for more than three (3) consecutive days, he must supply a doctor's verification of his illness and before he returns to work supply a doctor's verification that he is able to return to work at his sole cost and expense.

**Section 6**

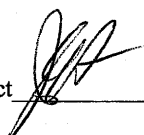
An employee may be allowed to use accumulated sick time in the event of illness to an employee's immediate family member up to a maximum of (12) shifts in any one calendar year. For the purposes of this provision, an immediate family member shall be defined as a spouse, or a dependant living in the employee's home.

**ARTICLE 19 - UNIFORM ALLOWANCE & STANDARDS**

**Section 1**

- A) The district agrees to provide to all full time employees an annual allowance for the purchase and maintenance of uniforms.
- B) The district will provide the annual allowance on the second pay period in the month of April. Employees who are hired in midyear will be given a pro-rated allowance based on the number of months worked. This pro rated allowance will be paid on the first pay period immediately after the employee completes six months of service.

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- C) Any employee out on Worker's Compensation or 207a Leave for one (1) year prior to issue of uniform allowance will not receive said allowance until they return to full duty.
- D) Article 19 from the 2005-2007 contract will remain in full force and effect until April 1, 2009, at which time the new policy will take effect. 2008 uniform allowance will be \$500 for Firefighters and \$550 for Officers.
- E) **Effective for the year 2010 and for the remainder of the contract**, each employee will be provided with a \$650 uniform allowance to maintain and/or purchase uniform articles. The allowance will be increased by an amount equal to the COLA as outlined in Article 11 each year thereafter.

In reference to T-Shirts and Sweatshirts with approved union logo: employees will be permitted to wear T-Shirts and sweatshirts with the previously approved union logo until 4/1/2010. The district will make available for purchase from an outside vendor uniform t-shirts to replace these items by the above date.

**F) Initial Issue of Uniform Items**

The District will provide the initial issue of all new uniforms per the schedule below. Effective April 1, 2009, these items and the following policy will be in effect. This uniform issue will be issued to employees in lieu of a uniform allowance for 2009 only.

Item	Quantity
Uniform shirts (short or long)	6
Trousers	6
Polo Shirts	3
Ball Cap	1
Job Shirts	2
Winter Caps	1

In addition to the initial issue, employees will be allowed to purchase additional uniform articles through the district's supplier, at the district's unit price both at the time of issue, and throughout the life of the contract.

- A) After the initial uniform issue, employees are responsible for purchasing and maintaining their uniforms by means of a uniform allowance. Items covered will include: uniform shirts, work pants, t-shirts, bell caps, hats, ties, socks,

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safety shoes, job shirts, parade gloves, mock turtle necks, physical fitness shoes & attire, and replacement of items that were a one time purchase by the District as outlined in this article. Purchase of a Class A Uniform is Optional, and will be paid for at the employee's expense.

- B) Uniform articles that become soiled with blood borne pathogens or other contaminants can be cleaned and laundered in the district commercial washer.
- C) At the employees discretion the employee may purchase and maintain any optional district approved articles. The employee will be allowed to purchase these items through the district's supplier at the district's unit price.

## Section 2

- A) The District will purchase, pay for, and maintain (replace as needed) the following items:

Firefighting turnout gear including bunker pants, bunker coat, fire boots, gloves, firefighting hood, and fire helmet

The district will also issue employees an EMS coat

The District will make a one time purchase for new employees or current employees changing rank due to promotion for uniform accessories to include:

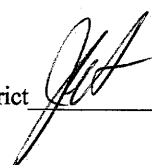
2 sets of collar brass, 2 shirt badges, 1 hat badge, and 1 nameplate.

- B) Department shoulder patches & badge patches will be provided by the District on an as needed basis.
- C) The district will purchase for the employee a winter coat on a one-time basis; after completing six months of service the coat will become property of the employee. The employee is expected to maintain and replace this winter coat as needed.

## Section 3

- A) A number of choices for uniform will be made available to all employees, described as follows:

There will be a summer and a winter uniform. The dates of the summer uniform will start April 1<sup>st</sup> and the winter uniform will start October 1<sup>st</sup>. This date can be changed due to weather conditions at the discretion of the Chief.



Uniform shirts and pants will be Lion Apparel and be made out of 50%cotton/50%polyester, Nomex or Fire Wear. Employees wishing to purchase Nomex or Fire Wear uniforms will be responsible for the price difference between the poly/cotton items. Half-zip pullover job shirts will be Game brand. T-shirts, shoes, socks, belts and other accessories will be generic with best effort to standardize and match styles, colors etc.

There will be different classes of uniforms for officers and firefighters as follows:

**OFFICERS:**

Class A Uniform: Parade Style Uniform (Special Function)

1. White long or short sleeve uniform shirt with 5 military creases sown or permanent and shoulder epaulettes
2. Black clip on tie
3. Dark navy double breasted parade style coat with 4 silver FD buttons. Sleeves will have 3 silver FD buttons on each by cuff and silver cuff stripes indicating rank
4. Dark navy parade style uniform pants (no stripes)
5. White bell cap, black brim, silver band with silver pins, round silver hat badge with horn(s) in middle
6. Black leather shoes
7. Black socks (no ankle socks)
8. Two officers badges, 1 for the shirt and 1 for the coat Badges will be silver, with silver horn(s) indicating rank facing down, engraved in black will be Fairview on top, Fire Dist. on bottom and badge # below that
9. Fairview Fire District approved patches on the left shoulder of shirts and coat
10. Silver name tag for shirt with black engraved lettering, rank on top, last name on bottom (first initial included if another employee has same last name), capital letters
11. White parade gloves (to be worn as optional for parade or funeral or as directed by officer in charge)
12. Black belt with open silver buckle or plain black belt
13. Collar brass silver round with bugle(s) facing down on both the shirt and the coat

Class B Uniform - Winter (October 1<sup>st</sup> - March 31<sup>st</sup>)

1. White long or short sleeve uniform shirt with 5 military creases sown or permanent and shoulder

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epaulettes. All buttons will be fastened except for top button and long sleeves will not be rolled up

2. Gray polo style shirt (approved) style. (polo shirts may be worn without t-shirts. (May be worn on nights and weekends) Employees will be in uniform shirts when a public event is taking place within the station.
3. District patch on the left shoulder
4. Gray patch style officers badge over the left pocket (patch style) sewn approx 1/8 inch from top of left pocket
5. White name patch sewn above the right pocket top, dark navy stitching with last name (first initial included if another employee has same last name), capital letters
6. Both collars will have sewn dark gray hash bar patches signifying rank and will be sewn at the same angle as the collar end seam)
7. Dark navy pants straight leg slit style pockets (no western style)
8. Black belt.
9. Black clip on ties will be worn for special events at the discretion of the officer in charge
10. Black socks
11. Black safety boots (5"min/8"max) or black safety shoes, both of which will include safety toe, and secured with laces or zipper (no Velcro)
12. A blank white crew neck t-shirt, or one bearing a District approved department logo will be worn under all button up style shirts. At no time will t-shirt length extend past the end of shirt sleeve
13. White mock turtleneck shirts with only FFD sewn in dark navy on the left side of the collar may be worn with long sleeve button up style shirts, capital letters
14. Officers may wear a dark navy zippered "job shirt", with or without denim style collars and elbows, over uniform shirts when the weather gets cold. The same items that are on the station uniform shirts will be on the job shirts with the exception that the name patch will be dark navy with white stitching.
15. Dark navy cap, fitted or adjustable, with Fairview Fire Dist. in white, red under lay on the front, capital (block) letters and employee badge# on the back of with same stitching configuration may be worn when out of station. In addition, a dark navy winter knit hat may be worn in cold weather with the embroidered letters FFD in the same color configuration

Class B Uniform - Summer (April 1<sup>st</sup> - Sept. 30th)

1. Uniform shirt as defined in winter station uniform or

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gray polo approved style shirt (polo shirts may be worn without t-shirts)

2. Black safety boots (5"min/8"max) or black safety shoes, both of which will include safety toe, and secured with laces or zipper (no Velcro)
3. Black socks
4. Dark navy pants straight leg slit style pockets(no western style)
5. Black belt.
6. A dark navy zippered "job shirt", with or without denim style collars and elbows when the weather gets cold. The same items that are on the station uniform shirts will be on the job shirts with the exception that the name patch will be dark navy with white stitching
7. Dark navy cap, true fit or cloth style, with Fairview Fire Dist. in white, red under lay on the front, capital letters and employee badge# on the back of with same may be worn outside of station.

Class C Uniform (optional)- All seasons, between 2200 hrs and 0700 hrs, when actively doing station work details, or when 80 degrees Fahrenheit, or at the direction of the officer in charge of the station.

1. White crew neck t-shirt or mock turtleneck shirt as defined in above sections
2. Black safety boots (6"min/8"max) or black safety shoes, both of which will include safety toe, and secured with laces or zipper (no Velcro)
3. Black socks.
4. Dark navy pants straight leg slit style pockets(no western style)
5. Black belt.
6. Dark navy cap, fitted or adjustable, with Fairview Fire Dist. in white, red under lay on the front, capital letters and employee badge# on the back of with same may be worn when outside of station. In addition, a dark navy winter knit hat may be worn in cold weather with the embroidered letters FFD in the same color configuration

**FIREFIGHTERS:**

Class A: Parade Style Uniform (Special Function)

1. Light blue long or short sleeve uniform shirt with 5 military creases sown or permanent and shoulder epaulettes

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2. Black clip on tie
3. Dark navy single breasted parade style coat with 4 silver FD buttons. Sleeves will have 3 silver FD buttons on each by cuff
4. Dark navy parade style uniform pants (no stripes)
5. Dark Navy bell cap, black brim, black plastic band with silver pins, silver firefighter Maltese Cross hat badge with silver badge # in middle, and engraved in black will be Fairview on top and Fire Dist. on bottom
6. Black leather shoes
7. Black socks (no ankle socks)
8. Two firefighter badges, 1 for the shirt and 1 for the coat. Badges will be silver, silver badge # in the center; engraved in black will be Fairview on top, and Fire Dist. on the bottom
9. Fairview Fire District approved patches on the left shoulder on shirts and coat
10. Silver name tag for shirt with black engraved lettering. Rank will be on top, last name on bottom (first initial included if another employee has same last name), capital letters
11. White gloves (to be worn as optional for parade or funeral or as directed by officer in charge)
12. Black belt with open silver buckle
13. Collar brass with FFD on both the shirt and the coat

Class B Uniform - Winter (October 1<sup>st</sup> - March 31<sup>st</sup>)

1. Dark navy long or short sleeve uniform shirt with 5 military creases sown or permanent and shoulder epaulettes. All buttons will be fastened except for top button and long sleeves will not be rolled up
2. Dark Navy polo style shirt (approved) style. (polo shirts may be worn without t-shirts. (May be worn on nights and weekends) Employees will be in uniform shirts when a public event is taking place within the station.
3. District patch on the left sleeve
4. Gray patch style Maltese Cross badge over the left pocket (patch style) sewn approx 1/8 inch from top of left pocket
5. Dark navy name patch sewn above the right pocket top, white stitching with last name (first initial included if another employee has same last name), capital letters
6. Dark navy pants straight leg slit style pockets (no western style)
7. Black belt with open silver buckle

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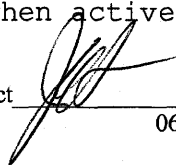
8. Black clip on ties will be worn for special events at the discretion of the officer in charge
9. Black socks
10. Black safety boots (5"min/8"max) or black safety shoes, both of which will include safety toe, and secured with laces or zipper (no Velcro)
11. A blank dark navy crew neck t-shirt, or one bearing a District approved department logo will be worn under all button up style shirts. At no time will t-shirt length extend past the end of shirt sleeve
12. Dark navy mock turtleneck shirts with only FFD sewn in white on the left side of the collar may be worn with long sleeve button up style shirts, capital letters
13. Firefighters may wear a dark navy zippered "job shirt", with or without denim style collars and elbows, over uniform shirts when the weather gets cold. The same items that are on the station uniform shirts will be on the job shirts
14. Dark navy cap, adjustable or fitted, with Fairview Fire Dist. in white, red under lay on the front, capital letters and employee badge# on the back of with same may be worn when outside of station. In addition, a dark navy winter knit hat may be worn in cold weather with the embroidered letters FFD in the same color configuration

Class B Uniform - Summer April 1st - Sept. 30th)

1. Uniform shirt as defined in winter station uniform or dark navy polo approved style shirt (polo shirts may be worn without t-shirts)
2. Black safety boots (5"min/8"max) or black safety shoes, both of which will include safety toe, and secured with laces or zipper (no Velcro)
3. Black socks
4. Dark navy pants straight leg slit style pockets(no western style)
5. Black belt with open silver buckle
6. A dark navy zippered "job shirt", with or without denim style collars and elbows when the weather gets cold. The same items that are on the station uniform shirts will be on the job shirts with the exception that the name patch will be dark navy with white stitching
7. Dark navy cap, true fit or cloth style, with Fairview Fire Dist. in white, red under lay on the front, capital letters and employee badge# on the back of with same to be worn when outside of station to be worn when outside of station.

Class C Uniform (optional) - All seasons, between 2200 hrs and 0700 hrs or when actively doing station work details or

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when temperature exceeds 80 degrees, or that the direction of the officer in charge.

1. Dark blue crew neck t-shirt or mock turtleneck shirt as defined in above sections
2. Black safety boots (5"min/8"max) or black safety shoes, both of which will include safety toe, and secured with laces or zipper (no Velcro)
3. Black socks (no ankle socks)
4. Dark navy pants straight leg slit style pockets(no western style)
5. Black belt
6. Dark navy cap, true fit or cloth style, with Fairview Fire Dist. in white, red under lay on the front, capital letters and employee badge# on the back of with same to be worn when outside of station. In addition, a dark navy winter knit hat may be worn in cold weather with the embroidered letters FFD in the same color configuration

#### Gym Attire

Firefighters and officers are permitted to wear uniform T-Shirts, sneakers, and sweat shorts or pants for the purposes of working out while on duty. Once workout is completed, the employee will change into the prescribed uniform of the day.

#### **Section 4**

- A) If needed, a committee consisting of the Chief of Department, two Board of Fire Commissioners members, and two union members will be formed to discuss and negotiate additional changes to the uniform not stated by this agreement. The District and union agree that if this is necessary, that only this article of this agreement will be opened for discussion and negotiation.

#### **Section 6**

- A) Employees are expected to maintain a clean and proper appearance as they are representing the district as well as their fellow employees.
  - 1) Uniforms shirts are expected to be buttoned up with the exception of the top button
  - 2) Hair length for male employees is expected to be no longer than the collar as well as neat and combed and offensive or abnormal stenciling or hair colorings are not acceptable
  - 3) Offensive tattoos or markings are unacceptable and must be covered

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- 4) Beards are not acceptable and mustaches must be kept trimmed neatly.
- 5) Earrings are not acceptable for employees as a matter of safety. Other types of visible piercing (i.e. eyebrow, tongue, or nose) will not be acceptable
- 6) Employees are expected to be in proper uniform attire at the beginning of each shift and for the duration of each shift
- 7) Employees are expected to have extra uniform articles in their locker at all times
- 8) Work shoes/boots are to be kept clean and polished
- 9) Employees may wear uniform items when traveling to and from work, official department functions, and upon approval from the Chief of Department. At no time shall an employee in a department uniform or article bearing or referencing the department name, engage in and/or attend any activity that reflects negatively upon the employee or department.

## ARTICLE 20 - MEDICAL INSURANCE

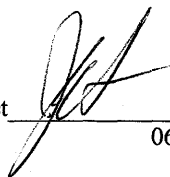
For all employees, the District shall provide hospitalization insurance, which shall cover all full-time Fire Fighters or Officers, and their immediate family.

Qualifying plans are:

- A. Empire Plan's Hospital and Medical Benefits Management Program (NYSHIP)
- B. MVP COC-15S plan - (Single or Family Plan)
- C. MVP EPO - 15-\$250/50

1. The District will contribute Ninety Five (95%) percent of the monthly cost and the Fire Fighter/Officer will pay the remaining Five (5%) percent for the employee and his family for the plan selected.
2. If an option is no longer available, the parties agree to form a committee of a maximum of two representatives from each side to recommend a replacement option.
3. Employees who have hospitalization coverage through their spouse's employer may elect to not take part in any of these plans. If this option is taken, the District will pay the employee the amount equal to the least expensive MVP Single plan rate per month.

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4. Upon retirement the District will contribute to the retiree's health insurance in any District sponsored plan at the rate of 50% individual and 35% family coverage. The retiree's share of the cost of coverage will be supplemented by the District. This is based on the use of unused sick time being applied to retirement credit (165 days) being applied to health insurance at a monthly rate. The Retiree's share must be submitted to the District monthly (by the 20<sup>th</sup> for the following month) to be processed. If Coverage is terminated for any reason, re-entry in the plan will not be permitted.

## ARTICLE 21 - RETIREMENT

All full-time and part-time Fire Fighters of Officers will be enrolled in the 20 year, ½ pay, no age limit retirement plan, (as provided for in Section 384E of the New York State Policeman's and Fireman's Retirement System) at no cost to the employee. All new Fire Fighters or Officers will be enrolled in this plan unless changed by law.

Any employee who plans to file for any type of retirement must provide the District with a copy of the filing at the same time as it is submitted to the Retirement System.

## ARTICLE 22 - DENTAL INSURANCE

All full-time Fire Fighters and Officers will be enrolled in the Fairview Fire District Dental Plan at no cost to the employee. The administration of the Fairview Fire District Dental Plan will be done by Upstate Administrative Service (MVP), or equivalent, and will have the following payment schedule:

Preventive Dental Services- 100% Reasonable & Customary charges were service is rendered.

Basic Dental Services- 80% Reasonable & Customary charges were service is rendered.

Major Dental Services- 50% Reasonable & Customary charges were service is rendered.

Orthodontic Service- Up to \$1000.00 Lifetime Payment per person on plan.

\$1000.00 Benefit Per Person, Per Year for all Preventive, Basic & Major Dental Services (non-orthodontic services)

There shall be no deductible with this plan.

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Upon retirement the retiree may continue enrollment in the plan at a monthly cost of \$55.00, paid quarterly to the District. This fee will be evaluated annually. Once coverage is terminated, there will be no re-entry into the plan.

## ARTICLE 23 - LIFE INSURANCE

All full-time and part-time Fire Fighters and Officers will be supplied with a \$50,000.00 group term life insurance policy issued by the New York State Professional Fire Fighters Life Insurance Company, or equivalent, at no cost to the employee.

## ARTICLE 24 - JURY DUTY

- A. An employee called for and actually serving on jury duty shall be given leave of absence with pay for the duration of such service. An employee who serves more than one-half day on jury duty, including travel time from jury duty to the work location, shall not be required to report to work that day; however, if the employee serves less than one-half day, including travel time from jury duty to work location, the employee shall report for work unless, because the unusual circumstances of the case, he is excused from reporting by a member of the Chiefs Department.
- B. An employee actually serving on jury duty shall provide the employer with documentary proof, from the Commissioner of Juror of his time actually served.
- C. No jury duty leave of absence with pay will be granted for voluntary time served on jury duty.
- D. The employer shall be entitled to a credit against wages for any payments, fees, mileage, or any other payments the employee actually receives for his service as a juror.
- E. An employee shall only be entitled to one term of jury duty in any 12-month period.
- F. When a Firefighter/Officer receives a subpoena or notice requiring court attendance or testimony concerning the performance of their official duties, at a time other than his/her regular scheduled tour of duty, the Firefighter/Officer will be paid at a straight time rate for time spent on court business and travel to and from the court. If the Firefighter/Officer receives a fee as a result of being subpoenaed for witness services relating to his/her official duties, the Firefighter/Officer must endorse the check and forward it to the District.

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## ARTICLE 25 - DISCIPLINE

### Section 1

Discipline shall be imposed upon employees otherwise subject to the provisions of Section 75 and 76 of the Civil Service law only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall not apply to employees.

### Section 2

Discipline of an employee shall be imposed only for just cause. Discipline means official reprimand, fine, suspension, loss or curtailment of benefit(s), demotion or dismissal. Demotion or dismissal, based upon a lay-off or other operational judgment of the District, shall not be construed to be discipline.

### Section 3

Where the District imposes, or intends to impose discipline, it shall advise the employee of his right to have a union representative, as witness or as an advisor, during any meeting, or interrogation concerning the same.

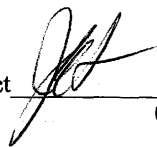
### Section 4

The employee and/or Union may request, and receive a copy of any recordings of a disciplinary meeting or charges made against the employee.

### Section 5

Where the appointing authority or its designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, or dismissal from service or any other form of discipline, notice of such discipline shall be made in writing and served, in person or by registered or certified mail, upon the employee at his last known address. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a description of the alleged acts and conduct including reference to dates, times, and places. The employee shall be provided with two copies of the notice, which shall include the statement, "You are provided two copies in order that one may be given to your representative".

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**Section 6**

Disciplinary procedures shall be subject to the grievance procedure set forth in ARTICLE 26 of this agreement.

**Section 7**

If the discipline of the employer seeks to impose is a dismissal from service, and if the Union opts to proceed with the filing of a grievance, such grievance may be filed at Step 3, immediately.

**ARTICLE 26 - GRIEVANCE PROCEDURE**

**Section 1**

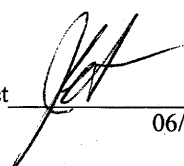
- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the terms and conditions of this agreement or any existing laws, rules, procedures, regulations, administrative orders, or work rules of the fire department, which relate to or involve Fire Fighter health or safety, physical facilities, materials or equipment furnished to the Fire Fighters, or supervision of the Fire Fighters or disciplinary proceedings against a Fire Fighter; provided, however, that such terms shall not include retirement benefits or any other matter which is otherwise revisable pursuant to law or any law or any rule or regulation having the force and effect of law.

Both parties to this agreement recognize the mutual benefit of resolving grievances at the earliest possible stage. In an effort to promote the amicable resolution of grievances, both parties further agree that each will make every attempt to resolve issues informally. The formal grievance procedure shall be as follows:

**Step 1:**

Alleged grievances must be submitted in writing to a member of the Chiefs Department within fourteen (14) calendar days after the occurrence complained of. The Chiefs Department shall have ten (10) calendar days after receipt of the grievance within which to return a written reply. The grievance shall be in a form as approved by the parties and shall contain the date the problem arose, a complete statement of the problem, and the relief requested.

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**Step 2:**

In the event no answer is received within ten (10) calendar days or the answer received is unsatisfactory at Step 1, the grievant shall have ten (10) calendar days within which he may then submit the grievance in writing to the Chairman of the Board of Fire Commissioners. The Chairman shall have ten (10) calendar days after receipt within which to return a written reply.

**Step 3:**

In the event no answer is received within ten (10) calendar days or the answer received is unsatisfactory at Step 2, the grievant shall then have ten (10) calendar days within which to submit the grievance to binding arbitration.

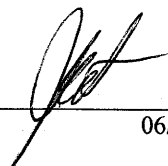
The parties agree that the Public Employment Relations Board shall be the administrative agency responsible for assisting the parties in the arbitration process. The parties agree that the decision of the arbitrator shall be final and binding on each and in no event will either party have recourse to any other means of review. All just costs incurred relating to the appointment and services of the arbitrator shall be borne equally by the parties.

- B. The parties, by mutual agreement, in writing, may waive any time limit here above set forth.

**ARTICLE 27 - HOLD HARMLESS CLAUSE**


- A. Since all Fairview Fire Fighters and Officers are presumed to be subject to duty 24 hours per day, 7 days per week, any action taken in the Fairview Fire District by a Fire Fighter of the District on his time off, which would be appropriate if taken by a District Fire Fighter/Officer on active duty, if present or available, shall be considered official action, and Fire Fighter/Officer shall have all the right to benefits concerning such action as though he were then on active duty. In the event that an employee is faced with a Civil Claim arising out of an incident in the Fairview Fire District related to his service with the District, (except acts of willful misconduct or gross negligence) the Fairview Fire District will provide legal counsel for his protection and hold him harmless from any financial loss.
- B. It is not the intent of this provision to be a recall to duty for pay status.

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## ARTICLE 28 - MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Agreement, the District retains all of the authority, rights, and responsibilities possessed by it, including, but not limited to, the right to determine, the mission, purposes, and objectives of the District; to implement the examination, selection, recruitment, hiring, or promotion of employees pursuant to law; to establish specifications for each class or position; to clarify or reclassify and to allocate or reallocate new or existing positions in accordance with Civil Service Law; and, to discipline or discharge employees in accordance with the provisions of this agreement.

## ARTICLE 29 - NO STRIKE PROVISION

Pursuant to Section 207 (3) of the Civil Service Law (Taylor Law) the Professional Fire Fighters' Association hereby affirms that it does not assert the right to strike against any government, to assist or to participate in any such strike, or to impose an obligation to conduct, assist, or participate in such strike.

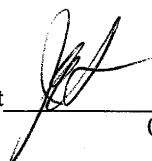
## ARTICLE 30 - CONTINUATION OF AGREEMENT

In the event that a new agreement has not been negotiated by the expiration date of this agreement, this agreement shall continue in full force and effect until such time as a new agreement is executed.

## ARTICLE 31 - MERGER CLAUSE

It is understood and agreed by the parties hereto that this contract contains the entire agreement between the parties and all prior negotiations, statements, or representations are merged herein; and the parties acknowledge each to the other that they have not made or relied upon any other representations, statements, or agreements except as specifically set forth herein. It is agreed by the parties herein that all rights, privileges, and benefits contained in all prior and present contracts shall be carried forward without diminishment except as the same may have been previously or herein specifically modified or rescinded.

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### ARTICLE 32 - SAVING CLAUSE

If any part or any provision of this agreement shall be rendered or declared illegal or unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or provision of this agreement shall not invalidate the remaining provisions thereof, it being understood that the remaining parts or provisions shall remain in full force and effect.

### ARTICLE 33 - CHANGE, WAIVER OR TERMINATION

It is understood and agreed by the parties hereto that no understanding or agreement purporting to change, modify, waive or terminate any and all of the terms and conditions of this agreement, and no understanding or agreement, which, if executed, would in fact change, modify, waive or terminate any and/or all of the terms and provisions of this agreement, is binding as between the District and the Fire Fighters, unless an understanding or agreement is in writing and signed by a duly authorized representative of the District and a duly authorized official of the Fire Fighters.

### ARTICLE 34 - LEGISLATIVE CLAUSE

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

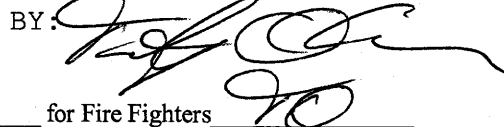
FAIRVIEW FIRE DISTRICT

BY:

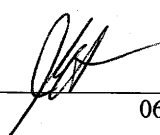


FAIRVIEW FIRE FIGHTERS

BY:



For Fairview Fire District



for Fire Fighters



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## ARTICLE 35

### Administration of Section 207a of the General Municipal Law

#### Section 1. INTENT

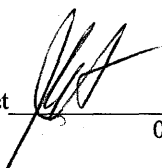
This procedure is intended to implement the express language of Section 207a of the General Municipal Law and is not intended to reduce any benefits that firefighters/officers (hereinafter "firefighter") are entitled to pursuant to Section 207a of the General Municipal Law.

For the purpose of this Article, "day" shall mean Monday through Friday excluding any holiday and/or when the fire department business office is closed for regular business.

#### Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

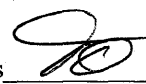
- a. A firefighter or anyone acting on his behalf, who claims a right to benefits under Section 207a of the General Municipal Law either because of a new illness or injury or the recurrence of a prior illness or injury shall make written notice and application for those benefits within twenty-four hours (24) of the incident giving rise to his injury/illness or within ten [10] days of when the firefighter reasonably should have known that the illness or injury would give rise to the claim of entitlement to 207a benefits. The written notice and application shall be presented to the Chief or the Chiefs designee on the form which is made a part of this procedure (See Appendix "A" - Form 1).
- b. The firefighter shall provide a HIPAA Complaint medical authorization for the District to obtain copies of his relevant medical records from his treating physician or other health care provider. (See Appendix "A" - Form 2). The District will provide the firefighter without cost to the firefighter, a copy of the records and reports provided to the District pursuant to the authorization as well as any records or reports by physicians, health care providers, or other experts who examine the firefighter on behalf of the District. The medical authorization shall contain a confidentiality statement prohibiting the use or release of the firefighter's medical records except for purposes authorized by this Procedure including any hearing conducted pursuant to Section 7.
- c. The firefighter or his representative shall also fill out a report notifying the New York State Retirement System of his or her claim for on-the-job injury. The form should be returned with the 207a Application for transmittal by the Chief's office. The form is attached hereto as Appendix "A" - Form 3.
- d. In the event of a personal inability by the firefighter to give notice, such notice may be made by another acting on behalf of such firefighter. If known, the notice shall describe the nature of the injury or sickness and the name of the treating physician.
- e. The failure to satisfy any time limits specified above shall render a notice of filing untimely and shall preclude an award of any benefits pursuant to Section 207a of the General Municipal Law; provided, however, that the Chief shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown.

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**Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS.**

- a. The firefighter shall be placed on sick leave pending determination of eligibility for Section 207a benefits.
- b. In the case of any employee who has no sick leave time accrued to his/her credit the District will advance sick leave for the purposes of this Section until such time as a final determination pursuant to Section 4 or Section 7 (as applicable), below, is made. In the event that the employee is denied 207a eligibility and either the employee does not appeal this denial or after appealing the denial, the denial of benefits is upheld, the employee will reimburse the District in time (sick or vacation time) or money, at the option of the employee, for the sick leave time advanced.
- c. In the event that an employee is found to be eligible for 207a benefits, the employee will have all used sick leave credits restored.

**Section 4. BENEFIT DETERMINATIONS**

- a. The District shall promptly review a firefighter's application for Section 207a benefits and shall determine his eligibility within fifteen [15] days after the Chief or the Chiefs designee receives the application, all necessary medical documentation and any additional information necessary to make an informed determination.
- b. In determining the application the District may require a more detailed statement from the firefighter than that contained on the application. The District may take statements from witnesses and may send the firefighter to a physician or  
  
physicians of its choice for examination at the District's expense.
- c. The determination will be made in writing to the firefighter, setting forth in detail any and all reasons for the determination. In the event that the application is denied, the District will simultaneously provide the firefighter, without cost, a copy of all information produced or acquired by it, in connection with the firefighter's application and determination for Section 207a benefits. The District will continue to provide the firefighter with additional medical information subsequently produced or acquired. The firefighter must also provide the District with any additional, after acquired medical reports or analysis.

**Section 5. ASSIGNMENT TO LIGHT DUTY/TRAINING**

- a. As authorized by the provisions of Subdivision 3 of Section 207a, the Department, acting through the Chief, or the Chief's designee, may assign a disabled firefighter specified light duties, consistent with his/her status as a firefighter. The Chief or the Chief's designee, prior to making a light duty assignment, shall advise the firefighter receiving benefits under Section 207a that his/her ability to perform a light duty assignment is being reviewed. Such a firefighter may submit to the Chief, or the Chiefs designee, any document or other evidence in regard to the extent of his/her disability. The Chief or the Chief's designee may cause a medical examination or examinations of the firefighter, to be made at the expense of the District. The physician selected, the firefighter and his/her physician, shall be provided with the list of duties and activities associated with a proposed light duty assignment. The District's physician shall make an evaluation as to the ability of the disabled firefighter to perform certain duties or activities, given the nature and extent of the disability. If the firefighter's physician does not agree that the firefighter is medically able to perform the light duty assignment, he must express, in writing, those elements of the light duty assignment which the employee cannot perform and the specific medical reasons which preclude the firefighter from performing the duties. If there is a disagreement between the District's physician and the firefighter's physician as to the firefighter's fitness to perform one or more portions of the duties of the light duty assignment, those portions cannot be assigned until the dispute is resolved pursuant to Section 7. It is understood that assignment to light duty is temporary and that a firefighter so assigned does not have

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any entitlement to a continued light duty assignment for an indefinite duration of time.

- b. If a firefighter refuses to perform a light duty assignment and fails to provide medical support for the refusal, the firefighter shall be immediately removed from GML status.
- c. Nothing contained herein shall require the Department to create light duty assignments.
- d. If the requirements set forth in a above are met, and in the sole discretion of the District, which decision may not be subject to any grievance, the District may direct a 207-a status employee to attend training classes to maintain contractually required certifications (i.e. EMT). Training will not be done at additional compensation to the employee (except for transportation where required and requested) nor does not it imply the creation of a light duty position/assignment nor require the District in any way whatsoever to direct an employee to participate in training.
  - 1. If contractually required certifications expire as a result of the District's refusal to approve training, the employee's rate of pay including, but not limited to, EMT and Officer percentages will not be affected.
  - 2. Upon return to regular firefighting duties, the firefighter will be allowed to attend training at the District's expense and shall receive compensation for training or testing that is required to regain contractually required certifications. Other provisions stated in Article 9, Section 4 shall not apply.

**Section 6A. TERMINATION OF BENEFITS**

Salary payments provided by Section 207a (1) shall terminate upon the employee being retired pursuant to an accidental disability retirement or a performance of duty disability retirement as set forth in the Retirement and Social Security Law. Nothing herein shall preclude the continuation of 207a benefits pursuant to 207a (2), if appropriate.

**Section 6B. DISPUTE OF 207a BENEFITS**

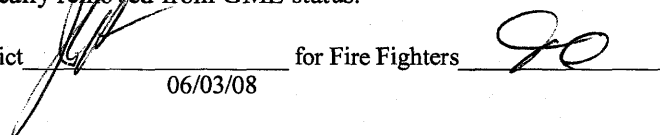
If the District disputes the continued eligibility for benefits of a firefighter previously granted in Section 207a benefits, the District shall provide written notice of same to the firefighter.

- a. The firefighter shall have thirty (30) days from the receipt of the District's notice to come forward with medical proof from a physician that he is incapable of performing his duties as a firefighter as a result of an injury or illness resulting from the performance of his/her duties.
- b. In the event that the District does not agree with the determination of the member's physician, the District shall notify the member within fifteen (15) days of receipt of the report from the physician, in writing of its determination.
- c. In such event, the firefighter's capability of performing his regular firefighter duties shall be submitted to an arbitrator in accordance with Section 7 of this Procedure. The burden of proof shall be on the District to show that the member is capable of returning to duty.
- d. The District shall not discontinue payment of said benefits until an arbitrator renders, in accordance with Section 7 of this Procedure, an award in which it is determined that the firefighter is capable of performing his regular duties.
- e. If the firefighter fails to come forward with medical proof from a physician that he is incapable of returning to his regular firefighting duties because of an illness or injury resulting from the performance of his/her duties within the above-referenced time frame, he shall return to full duty and without a hearing be automatically removed from GML status.

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- f. The District shall be permitted to have any firefighter receiving Section 207a benefits examined by a physician(s) of its choosing at its discretion. Should any firefighter refuse to attend such an examination after at least 20 days after delivery of written notice, he/she shall be subject to disciplinary charges and in addition without a hearing be automatically removed from GML status.
- g. If a firefighter is determined, pursuant to Section 7 of this procedure, to have been capable of returning to work, the firefighter shall reimburse the District in time (sick, vacation, etc.) or money at the option of the firefighter for the GML time continued from the date the firefighter was officially notified of the dispute to the date of removal from GML 207a status.
- h. In the event that it is determined the firefighter, pursuant to Section 7 of this procedure, received 207a benefits he/she was not entitled to as a result of a dispute of medical opinions by physicians (g) above shall not apply.
- i. All notices served under this policy shall be served on the firefighter by certified mail, return receipt requested at the firefighter's permanent address on file with the fire department.

### **Section 7. DISPUTE RESOLUTION PROCEDURE**

- a. In the event that the District denies an application for Section 207a benefits, seeks to discontinue Section 207a benefits, there is a dispute about whether a firefighter is capable of performing a specific light duty assignment, or there is an issue with respect to outside employment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. A hearing shall be held within sixty (60) days of appointment except that the deadline may be extended upon mutual consent. The arbitrator shall render his decision within thirty (30) days of the closing of the record. The determination of the arbitrator shall be final and binding on the District and the firefighter, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The cost of arbitration shall be borne equally by the District and the firefighter.
- b. An applicant hereunder may have a representative(s) of his choosing at any stage of this procedure. As such, a firefighter shall have the right to challenge decisions of the District regarding eligibility or continued eligibility for 207a benefits under Section 7 herein.
- c. Either party may file a grievance for a violation of these procedures. In that case, the scope of the arbitrator's authority will be solely to determine whether the procedures were complied with or violated.

### **Section 8. DISABILITY RETIREMENT**

Consistent with Section 207a, the District may file an application on the firefighter's behalf for retirement under Sections 363 or 363c of the New York State Retirement and Social Security Law. Any injured or sick firefighter who is receiving 207a benefits shall permit reasonable medical inspections in connection with such an application for accidental disability retirement or performance of duty disability retirement. Failure to comply with said medical inspection will result in the firefighter being immediately removed, without need for a hearing, from GML status.

### **Section 9. CONTINUATION OF CONTRACT BENEFITS**

- a. Except where expressly stated in this article all contractual rights and privileges contained within any collective bargaining agreement to which the firefighter or his or her collective bargaining representatives are a party shall apply to firefighters receiving 207a benefits.
- b. For the first 12 months of leave pursuant to Section 207-a, a firefighter will continue to accrue all contract benefits. Beginning in the twelfth (12th) month, the firefighter shall not accrue any contract

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benefits except for wages, applicable longevity and health insurance. In the event that the firefighter is assigned to light duty (pursuant to Section 5, above) the firefighter will be entitled to all contractually negotiated fringe benefits with respect to holidays, clothing, vacation, sick leave, etc.

**Section 10. OUTSIDE EMPLOYMENT**

If the Chief determines that a firefighter receiving benefits pursuant to 207a has engaged in outside employment, as outlined in 207a, subdivision 6, the Chief shall provide to the firefighter written notice of such determination. If it is determined that the firefighter is or has been engaging in outside employment, his GML status shall be immediately terminated, without need for a pre-termination hearing. The termination notice shall specify in detail all reasons and the factual basis for those reasons for the determination.

- a. The firefighter may appeal the determination pursuant to Section 7 herein. The arbitrator shall have the authority to determine the amount of benefit to be reimbursed, if any, and direct the manner in which such reimbursement shall be made.
- b. If it is determined, through the appeal process, that the firefighter was inappropriately removed from GML status, his/her GML status shall be restored and the District will reimburse the firefighter benefits terminated from the date of termination to the date of restoration.
- c. The District, upon request, must be provided with a W-2 form or tax returns or other proof other than sworn statements by the firefighter. The firefighter may redact irrelevant information from the income tax information requested by the District, e.g., spousal income.

**Section 11. HAZARDOUS EXPOSURE**

A firefighter, who reasonably believes he or she may have been exposed to a health hazard, e.g., AIDS, Hepatitis-B, biological or chemical toxins, etc., as a result of the performance of his or her duties, may file a hazardous exposure incident form per District Standard Operating Procedures 19 and 36 (See Appendix "A" - Form 4) at the time of the exposure. The exposure form will be maintained by the District in the firefighter's personnel file.

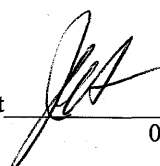
If a firefighter claims a job-related injury due to exposure to a health hazard, then he or she must comply with the Notice of Disability filing requirements of Section 2 as well as the other requirements of this Article.

**Section 12. STATE AND FEDERAL TAX WITHHOLDINGS**

207a benefits are not subject to state or federal tax withholdings. Withholdings will be suspended during the period of the employee's disability.

The District and the recipient of GML benefits will comply with all applicable State and Federal tax withholding laws, rules and/or regulations.

For Fairview Fire District



06/03/08

for Fire Fighters



Appendix "A " - FORM 1

Fairview Fire District General Municipal Law Section 207a Application

1.Name of firefighter \_\_\_\_\_

2.Address \_\_\_\_\_

3.Telephone number \_\_\_\_\_

4.Age \_\_\_\_\_

5.Name of supervisor \_\_\_\_\_

6.Current job tile \_\_\_\_\_

7.Occupation at time of injury/illness \_\_\_\_\_

8.Length of employment \_\_\_\_\_

9.Date of Incident \_\_\_\_\_

10.Day of Week \_\_\_\_\_ 11. Time \_\_\_\_\_

12.a. Name of witness(es) \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

13. Describe what the firefighter was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary). \_\_\_\_\_

14. Where did the incident occur? Specify. \_\_\_\_\_


15. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) \_\_\_\_\_

16. When was the incident first reported? \_\_\_\_\_


To whom? \_\_\_\_\_ Time \_\_\_\_\_

Witness (if any) \_\_\_\_\_

17. Was first aid or medical treatment authorized? \_\_\_\_\_

For Fairview Fire District 

06/03/08

for Fire Fighters 

By whom? \_\_\_\_\_ Time \_\_\_\_\_

18. Name and address of attending physician \_\_\_\_\_  
\_\_\_\_\_

19. Name of Hospital \_\_\_\_\_

20. State nature of injury and part or parts of body affected \_\_\_\_\_  
\_\_\_\_\_

21. Will the officer be returning to duty? \_\_\_\_\_

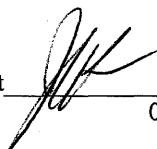
When? \_\_\_\_\_

Date of report \_\_\_\_\_

\_\_\_\_\_, New York

Signature of injured officer \_\_\_\_\_

For Fairview Fire District



06/03/08

for Fire Fighters



Appendix "A" - FORM 2  
Release of Confidential Medical Information

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the Fairview Fire District, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my injury of \_\_\_\_\_ (insert date) and treatment rendered therefore.

Signature of Firefighter \_\_\_\_\_

Printed name of Firefighter \_\_\_\_\_

Date \_\_\_\_\_

"This release is given upon the condition that any records provided pursuant to this medical release will be provided simultaneously to the firefighter. Any cost for these copies will be paid by the Fairview Fire District, New York. The health care provider is not authorized to prepare any special medical reports or otherwise communicate about the firefighter's condition.

CONFIDENTIALITY:

The medical records released are to be used solely by the District to carry out its obligations under Section 207a of the General Municipal Law, administering the contractual 207a procedures, or where the release is authorized or required by law. For 207a purposes they may only be accessed by the attorney for the Fairview Fire District, New York, the Chief of the Fire Department, and their designated medical experts or to others authorized by the attorney for the District for the purpose of presenting evidence at 207a hearings. If release of these records to others are authorized or required by law, the District will provide written notification to the firefighter listing the records released and to whom the records were released. Access without the firefighter's consent by any other individuals will be considered a breach of the District's contractual obligation to keep these records confidential.

For Fairview Fire District



06/03/08

for Fire Fighters



Appendix "A" - FORM 3

New York State Policemen's &  
Firemen's Retirement System 110 State  
Street Albany, New York 12244

To: The Comptroller of the State of New York  
In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your  
department of any and all injuries sustained in the line of duty as a member of the Fairview Fire District, I  
hereby submit the following report:

Name of injured Firefighter \_\_\_\_\_

Registration Number \_\_\_\_\_

Address \_\_\_\_\_

Date of incident \_\_\_\_\_

Time of incident \_\_\_\_\_

Description of injury  
\_\_\_\_\_

\_\_\_\_\_

Medical care required \_\_\_\_\_

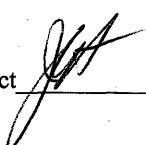

\_\_\_\_\_

Remarks  
\_\_\_\_\_

Signature of firefighter \_\_\_\_\_

Witness to injury \_\_\_\_\_

Date \_\_\_\_\_

For Fairview Fire District  for Fire Fighters   
06/03/08

Appendix "A" FORM 4

Report of exposure\*

Name: \_\_\_\_\_

Position/Rank: \_\_\_\_\_

Date of claimed exposure: \_\_\_\_\_

Substance to which the firefighter claims to have been exposed:

Place (address^ where claimed exposure took place: \_\_\_\_\_

Name of witnesses to exposure: \_\_\_\_\_

Was the exposure investigated? \_\_\_\_\_

By whom: \_\_\_\_\_


Date \_\_\_\_\_ Signature of Firefighter \_\_\_\_\_

Date \_\_\_\_\_ Signature of Firefighter \_\_\_\_\_

\*This form is to be used by a firefighter to report a claimed exposure to hazardous substances. A copy of this report will be placed in the firefighter's personnel file.

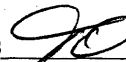
Contract: Fairview Fire District

For Fairview Fire District



06/03/08

for Fire Fighters



Fairview Fire District

THIS FORM IMPLEMENTS THE REQUIREMENTS OF THE STANDARDS FOR PRIVACY OF INDIVIDUAL IDENTIFIABLE HEALTH INFORMATION (THE PRIVACY RULE) ESTABLISHED PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA). EXCEPT AS OTHERWISE PERMITTED OR REQUIRED BY THE PRIVACY RULE, A HEALTH CARE PROVIDER MAY NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION WITHOUT AUTHORIZATION THAT COMPLIES WITH THE REQUIREMENTS OF 45 C.F.R. SECTION 164.508. THE HEALTH CARE PROVIDER MUST GIVE A COPY OF THIS COMPLETED FORM TO THE PATIENT.

Authorization for Use and Disclosure of Protected Health Information

Patient's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SSN: \_\_\_\_\_

Address \_\_\_\_\_

I hereby authorize the use and disclosure of protected health information for treatment rendered during the time period: From \_\_\_\_\_ through \_\_\_\_\_.

The information described below may be disclosed by: (NAME OF PERSON(S), ENTITY OR CLASS OF PERSONS THAT WILL DISCLOSE INFORMATION).

The information described below may be disclosed to: [Name/Address of Personnel Officer/Fire Chief]

The Specific Type(s) of information authorized are as follows: (Circle ALL appropriate types)

INPATIENT HOSPITAL    OUTPATIENT HOSPITAL    PHYSICIAN/SUPPLIER    CLINICAL LABORATORY HOME HEALTH

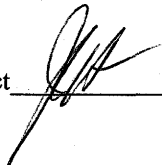

AGENCY    SKILLED NURSING FACILITY    OTHER (SPECIFY) \_\_\_\_\_

The information that may be used or disclosed includes: (Circle ALL appropriate types)

INTERVIEW OF ATTENDING PHYSICIAN(S)    ALL TREATMENT RECORDS    HIV RELATED TREATMENT RECORDS

BEHAVIORAL HEALTH/PSYCHIATRIC TREATMENT RECORDS    DRUG AND ALCOHOL TREATMENT RECORDS

(Disclosure of HIV related information is controlled by NY State Public Health Law. Disclosure of alcohol and drug abuse information is controlled by 42 C.F.R. part 2. Re-disclosure of such information is forbidden without your additional written authorization unless permitted under state or federal law.)

For Fairview Fire District  for Fire Fighters   
6/3/08

The purpose of disclosure is:

REQUEST OF THE INDIVIDUAL WHO IS THE SUBJECT OF THE RECORDS OR HIS/HER PERSONAL REPRESENTATIVE

OTHER (Describe) \_\_\_\_\_


THIS AUTHORIZATION MAY BE REVOKED BY WRITTEN REQUEST TO THE MEDICAL SERVICES PROVIDER'S PRIVACY OFFICER INFORMATION DISCLOSED PRIOR TO RECEIPT OF REVOCATION MAY NOT BE RETRIEVED IF ACTION WAS TAKEN IN RELIANCE ON THE AUTHORIZATION THE PERSON WHO RELIED ON THE AUTHORIZATION MAY CONTINUE TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION AS NEEDED TO COMPLETE WORK THAT BEGAN BECAUSE THE AUTHORIZATION WAS GIVEN TO REVOKE THIS AUTHORIZATION PLEASE WRITE TO

\_\_\_\_\_  
(Name of Health Care Provider)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

For Fairview Fire District 

for Fire Fighters 

6/3/08

This authorization expires \_\_\_\_\_ or upon the following event: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

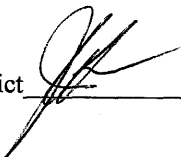

\_\_\_\_\_  
(Print name of patient or personal representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Description of personal representative's authority)

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS AUTHORIZATION THE MEDICAL SERVICE PROVIDED MAY NOT CONDITION TREATMENT, PAYMENT, ENROLLMENT OR ELEGIBILITY FOR BENEFITS ON WHETHER YOU SIGN THIS AUTHORIZATION. IT IS UNDERSTOOD THAT INFORMATION BE USED OR DISCLOSED PURSUANT TO THIS AUTHORIZATION MAY BE RE-DISCLOSED BY THE RECIPIENT. INFORMATION DISCLOSED MAY NO LONGER BE PROTECTED BY THE FEDERAL PRIVACY RULES.

**YOU HAVE A RIGHT TO RECEIVE A COPY OF THIS AUTHORIZATION AFTER YOU SIGN IT.**

For Fairview Fire District  for Fire Fighters   
6/3/08

**ACKNOWLEDGMENTS**

STATE OF NEW YORK)

) Ss.:

COUNTY OF DUTCHESS)

On the 3 day of June, 2008 before me personally came

John E Anspach To me known, who, being by me duly sworn, did Depose and say that he resides at 20 Big Meadow Lane Poughkeepsie NY 12601 and that he is the Chairman of the Board of Fairview Fire District, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

**CATHERINE E. GALLINGER**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01GA6136983**  
**Qualified in Dutchess County**  
**My Commission Expires November 14, 2009**

Notary Public

Catherine E Gallinger  
Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF DUTCHESS)

On the 3 day of June, 2008, before me personally came

Tim OConnor, to me known, who, being by me duly sworn, did depose and say that he resides at 183 Fulton Street Poughkeepsie NY 12601 and that he is the President of Fairview Fire Fighters Local 2623, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

**CATHERINE E. GALLINGER**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01GA6136983**  
**Qualified in Dutchess County**  
**My Commission Expires November 14, 2009**

Notary Public

Catherine E Gallinger  
Notary Public

For Fairview Fire District [Signature]

for Fire Fighters [Signature]

6/3/08