

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF GLENS FALLS

and the

GLENS FALLS FIREFIGHTERS UNION LOCAL 2230

L.A.F.F., AFL-CIO

January 1, 2008 to December 31, 2011

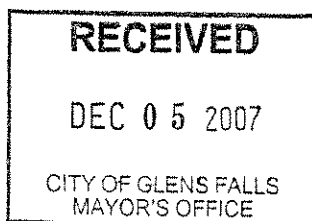


TABLE OF CONTENTS

DEFINITIONS	1
AGREEMENT	2
ARTICLE I Recognition of the Union	2
ARTICLE II Union Security, Agency Fee and Dues Checkoff	2
ARTICLE III Rights of Employer	3
ARTICLE IV Compensation	3
ARTICLE V Medical Insurance	5
ARTICLE VI Retirement	7
ARTICLE VII Holidays	7
ARTICLE VIII Leaves of Absence	8
ARTICLE IX Labor Management Committee	12
ARTICLE X Grievance and Arbitration Procedure	13
ARTICLE XI Other Economic Provisions	16
ARTICLE XII Clothing Allowance	20
ARTICLE XIII Staff Development and Training	22
ARTICLE XIV Weekly Pay Period	25
ARTICLE XV Employee Organization Leave	26
ARTICLE XVI Car Allowance	27
ARTICLE XVII Safety Committee	27
ARTICLE XVIII Miscellaneous	27
ARTICLE XIX Disciplinary Procedure	30
ARTICLE XX Saving Clause	31
ARTICLE XXI Approval of the Legislature	32
ARTICLE XXII Non-Strike Union Affirmation	32
ARTICLE XXIII Duration and Agreement	32
ARTICLE XXIV Signatures	33
APPENDIX A Salary Schedule	35
APPENDIX B Procedures for 207-a Article XVII	36

APPENDIX C City of Glens Falls Fire Department Drug and Alcohol Policy and Testing Plan 37

APPENDIX D Glens Falls Fire Dept. EMS Policy No. 00001---07 38

APPENDIX E Grievance Form 39

DEFINITIONS

A. "Union" means the Glens Falls Firefighters Union, Local 2230, I.A.F.F., AFL-CIO.

B. "Member", "Employee" or "Firefighter" means a person employed by the Fire Department of the City of Glens Falls as a professional, uniformed full-time firefighter, with permanent or probationary civil service status.

C. "Service" or "Length of Service" shall mean uniform service with the Fire Department of the City of Glens Falls.

D. "Board of Public Safety", hereinafter referred to as "The Board" is the organization so designated in Article VI of the Charter of the City of Glens Falls.

E. "Department" means the Glens Falls Fire Department.

F. "Employer" means the Glens Falls Fire Department, the Board of Public Safety or the City of Glens Falls.

G. "Chief" means the Fire Chief of the City of Glens Falls.

H. "Immediate Supervisor" means the immediate supervising officer of a member, i.e., Assistant Chief, or Lieutenant, as appropriate.

I. Rank of order of submitting grievances. A member claiming a grievance does so in the following rank order:

1. Firefighter to Lieutenant
2. Lieutenant to Assistant Chief
3. Assistant Chief to Fire Chief

J. "Union Officer" refers to officers or representatives of the Union.

K. "Board of Directors" means members appointed to the Board of Directors and the elected officers of the Union as defined in the Union's By-Laws.

L. "Grievance Committee" means a committee designated by the Union to review, screen, and adjust grievances presented by employees.

M. "Representative" means one or more officers or members of the Union authorized to represent its members in the adjustment of grievances or other matters affecting the employees.

AGREEMENT

This Agreement entered into on this 1st day of January, 2008, between the City of Glens Falls, a New York municipal corporation (hereinafter referred to as the "Employer" or the "City"), and the Glens Falls Firefighters Union, Local 2230, I.A.F.F., AFL-CIO, an organization existing under the laws of the State of New York (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the parties hereto desire to promote a harmonious and cooperative relationship, in accordance with the policy expressed in Article 14, New York State Civil Service Law,

NOW, THEREFORE, in consideration of the premises, it is hereby agreed between the parties hereto as follows:

ARTICLE I

Recognition of the Union

Pursuant to and in accordance with all applicable provisions of the Public Employees Fair Employment Act of 1967, as amended (Article 14, New York State Civil Service Law) and other applicable law, the Employer hereby recognizes the Union as the exclusive representative for all members of the Fire Department, excluding the Fire Chief, non-uniformed employees, temporary, provisional and summer employees, for purposes of collective negotiations to determine compensation, benefits, and other terms and conditions of employment.

ARTICLE II

Union Security, Agency Fee, and Dues Check-off

A. Membership in the Union shall not be a condition of employment or a preference in the continuation of employment. However, subject to the limitations and conditions provided for in Section 208(3)(b) of the Civil Service Law, and pursuant to the authority provided for in said statute, the City agrees to deduct from the wages of each employee in the bargaining unit who is not a member of the Union, an amount equivalent to the dues levied by such Union, and to transmit such sums so deducted to the Union.

The Union affirms that it has adopted such procedures for refund of Agency Shop fee deduction as required in Section 208(3)(b) of the New York State Civil Service Law. This provision for Agency Shop fee deduction shall continue in effect as long as the Union maintains such procedure.

B. The City agrees to deduct from the wages of any employee all membership dues of the Union, provided such employee executes a written authorization and submits the same to the City. Such deductions will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues. The City agrees to remit such monies to the Union.

C. The City and Union agree to the establishment of a Credit Union for uniform members of the Fire Department. A provision about a Credit Union will be added to and become a part hereof when the two parties complete negotiations as to the details about the Credit Union.

D. The Union agrees to indemnify and hold the City harmless from and against any and all demands, claims, suits or form of liability, including reasonable attorneys' fees if awarded by the Court that may arise out of, or by reason of, any action taken by the City in its compliance with the provisions of this Article.

ARTICLE III Rights of Employer

The City, by its Board of Public Safety, reaffirms its inherent right to direct the organization of the Fire Department. Such right shall be subject to grievance, disciplinary, and arbitration procedures as herein defined.

ARTICLE IV Compensation

A. The official salary schedule for the year 2008, 2009, 2010 and 2011 are listed in Appendix A, annexed hereto and made a part hereof.

B. Effective on January 1, 1989, all Firefighters, Lieutenants, and Assistant Chief's shall continue to receive a longevity increase added to their salaries at the commencement of their 10th, 15th, and 20th years of service, commencing on the anniversary date of each firefighter's appointment to the Fire Department.

C. All firefighters on Steps 1 through 10 shall move from the minimum grade in the pay range to the maximum grade in annual step increments. The increase in step, and the commensurate increase in pay rate for each such firefighter, shall commence on the anniversary date of his appointment to the Fire Department. A temporary firefighter who is subsequently given a permanent appointment shall be credited with all time served as a temporary Firefighter for purposes of benefits under this Agreement.

D. Cost-of-Living Schedule for 1991:

Effective Date: January 1, 1991

Adjustment Period: 12-month period from October 1, 1989 to September 30, 1990

Information Source: Consumer Price Index for New York Northeastern New Jersey Standard consolidated area. (See below.)

1. January 1st of the next fiscal year following any Adjustment Period, the base annual salary and increment for a Firefighter on steps 1-5, the base annual salary for Fire Lieutenant on the fifth (5) step, the base annual salary for Fire Captain on the fifth (5) step and the base annual salary for Assistant Fire Chief on the fifth (5) step, shall be increased by one-half (1/2%) percent for each one (1%) percent raise in the cost of living above seven and one half (7.5%) percent during that Adjustment Period. The maximum cost of living increase shall be two and one-half (2.5%) percent. If the cost of living in any of the Adjustment Periods exceed twelve and one-half (12.5%) percent, the salary schedule for the next fiscal year shall be reopened for negotiations on the subject of salary increases and on no other subject.

2. COLA schedule as above for Firefighters, Step 1-5, Fire Lieutenant, Step 5 Fire Captain, Step 5 and Assistant Fire Chief, Step 5 for the year 1991.

<u>CPI</u>	<u>COLA</u>	<u>%</u>
7.5		7.0
8.5	.5%	7.5
9.5	1.0%	8.0
10.5	1.5%	8.5
11.5	2.0%	9.0
12.5	Reopener	

ARTICLE V
Medical Insurance

A. The City will provide hospitalization and medical insurance benefits for single, two-person or family coverage or supplemental medicare. Such coverage will begin on the first day of the first month following a member's employment date as a permanent full time employee and shall end on the last calendar date of the month of the employee's termination of employment or longer, if required by law.

B. The City shall offer to members covered by this Agreement the option of participating in either of two plans, Blue Cross/Blue Shield Choice, Partners or an optional plan or plans but such coverage shall remain equal to or better than the Partners Plan, as of December 31, 1999. The cost of such coverage shall be paid in full by the City through January 31, 2000. Effective February 1, 2000 through December 31, 2000, the monthly contribution by the members shall be as follows:

	<u>Blue Choice</u>	<u>Partners</u>
Single	\$13.53	\$7.86
Two Person	\$19.92	\$23.64
Family	\$94.81	\$39.73

Effective February 1, 2001, the cost of such coverage shall be paid by the City, at the following percentages of the rates set by the plan adopted by the City, with the lowest rates in effect for the year (hereinafter the "Base Plan"):

Single	96%
Two Person	94%
Family	92.5%

Effective January 1, 2006, the cost of such coverage shall be paid by the City, at the following percentages of the rates set by the plan adopted by the City, with the lowest rates in effect for the year (hereinafter the "Base Plan"):

Single	94%
Two Person	92%
Family	90.5%

All contributions by members shall be withheld from their weekly pay, on a pre-tax basis, pursuant to Section 125 IRC.

C. On at least an annual basis members shall be given the option of changing from the health insurance option they have selected to the other option.

D. Upon retirement from the Department (as defined in Article VI herein or pursuant to any of the provisions of the NYS Retirement and Social Security Law relating to duty or non-duty related disabilities), the City shall provide the same options as are available under paragraph B above, for single, two persons, family coverage or supplemental medicare for employees who are eligible for benefits under a New York State Retirement Plan. Such coverage shall begin on the first day of the first month following the termination of such coverage as an active member. The City shall offer such retiring member the option of participating in either health insurance program.

E. Members covered by this Agreement who retire during the term of this Agreement shall not be required to contribute to the cost of health insurance in the "Base Plan". Such members shall be entitled to participate in the optional plan, at the contribution rate in effect at the time of their retirement. Once the retired employee reaches the age of sixty-five (65), the City shall offer at no cost to the employee the medicare supplement to the health maintenance program to the retired employee. If the plans or the Medicare supplement to the health maintenance program are not available, the employee shall be entitled to a monthly allowance towards his coverage in the same amount as provided under the "Base Plan" at the time of his retirement, not to exceed the cost of his premiums.

F. Premiums for the above-specified benefits shall be paid by the City on behalf of those retired members who are presently entitled to medical benefits in accordance with the terms of the agreements under which they retired.

G. Upon the death of a covered retiree, his surviving spouse shall be eligible to continue the City health insurance under the same conditions as the retiree.

H. Those members covered by this Agreement who have other health insurance coverage may elect to cancel their coverage through the City. Those members who elect to cancel will be reimbursed at the following rate:

Individual - \$1,000.00 per calendar year;
Family - \$2,500.00 per calendar year.

The reimbursement will be paid by the City in three (3) equal payments on April 30, August 31 and December 31 of each year, following the submission of a claim form by the member so opting to the personnel office by January 31 of each year. If a member who has elected this option shall lose his other coverage, he shall immediately

notify the personnel office and his coverage shall be reinstated.

I. The City shall provide the benefits of Sections 208-b and 208-c of the New York State General Municipal Law for all active employees covered by this Agreement.

J. The City shall provide Dental Insurance benefits for all members and their families equal to the plan provided to other City employees, on December 31, 1997.

ARTICLE VI Retirement

The City agrees that all eligible employees shall be entitled to enroll in a New York State Retirement Plan on a non-contributory basis under Sections 375-c, 375-i, Special Plan 384 and 341-j and Special Plans 384-d and 384-e of the New York state Retirement and Social Security Law.

ARTICLE VII Holidays

A. Each member of the Fire Department shall be paid for eleven (11) holidays, as hereinafter designated, per year, regardless of the number of holidays worked.

B. The rate of pay for the purpose of this provision shall be calculated at the rate of eight (8) hours per holiday.

C. The following days shall be designated as holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

In order to qualify for holiday pay, an employee must be on active payroll status.

D. Hours actually worked by a firefighter on the eleven (11) designated holidays shall be paid at the rate of time and one-half (1½) and restricted to eight (8) hours and

paid only to the firefighters who actually work on said holidays. A firefighter who works under this provision will receive four (4) hours more pay than a firefighter who does not work and is paid for the holiday.

ARTICLE VIII
Leaves of Absence

A. Sick Leave.

1. A Firefighter will be credited with ten (10) hours of sick leave for each month of service. At the end of each year, unused sick days will be credited to total accumulation not to exceed 1,720 hours. Absence due to illness shall be charged to current leave before accumulated leave is used.

2. A medical certificate will be required after absences of two (2) consecutive scheduled working days.

3. Firefighters shall be allowed to charge up to a total of forty-eight (48) hours of sick leave in one (1) calendar year in the event of illness in their immediate family. Immediate family members are wife, children (including stepchildren), sister, brother, mother, father, mother-in-law, father-in-law.

4. Sick leave records necessary for implementing this system shall be kept by the Fire Department. The sick leave of each firefighter shall be available for his/her inspection during the hours of eight (8) o'clock in the morning and five (5) o'clock in the evening, Monday through Friday, upon three (3) days' notice in writing, Monday through Friday, to the appropriate Fire Department Authority.

5. The City and Union agree that sick leave should be used for legitimate purposes and is not to be abused.

6. An employee must be in paid status for eighty percent (80%) of any month in order to be credited with earned sick leave.

7. The Union recognizes the importance of sick leave and the obligations of the employee, as well as the advantage to him, to use it only when incapacitated for the performance of duty by sickness, injury, or other valid reasons.

8. Employees suspected of abusing sick leave privileges may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. This requirement will not be invoked without first advising the employee of his questionable sick leave record and giving him an opportunity to improve. If there is no improvement, the employee will be advised in writing that all future sick

leave must be periodically reviewed with the employee, at least once in each ninety (90) day period, and a determination will be made if this requirement is to continue.

9. Any dispute about the accumulated sick leave record of any firefighter may be submitted by such firefighter to the Labor-Management Committee, the grievance procedure may be invoked.

10. No charge shall be made to the current or accumulated sick leave of any employee for time absence from duty caused by a job injury or job related sickness.

11. All accumulated sick leave in an employee's sick leave bank shall be paid for by the City when the employee is separated from service for any reason, at the rate of ten dollars (\$10.00) per eight (8) hour day, for a maximum benefit payable of eighteen hundred dollars (\$1,800.00).

12. Each quarter (three (3) consecutive months) an employee does not use any sick leave, he will receive a sick leave bonus of \$150.00. For example, an employee who uses no sick leave during a calendar year will be entitled to four (4) quarterly payments of \$150.00 each for a total annual payment of \$600.00. The quarterly sick leave bonus will be paid in the first full pay period after the end of the quarter.

13. Any employee who is using sick leave for an off-duty-injury or illness who has been medically certified by a physician as capable of performing certain specified light duties consistent with his duties as a firefighter, may, at his/her option, perform such light duty assignment in lieu of using sick leave. While performing such light duty, the member will be entitled to all contractual rights and benefits. Said employee will be assigned to shift and hours at the discretion of the Fire Chief.

14. All work related injuries will be handled in accordance with the 207-a policy attached hereto as Appendix B.

B. Vacations:

1. Members of the Fire Department shall be entitled to vacations in accordance with the following schedule:

(a) After completion of one (1) year of service, members shall be entitled to 96 hours (4-24 hour days) of scheduled working time for vacation.

(b) After completion of four (4) years of service, members shall be entitled to 120 hours (5-24 hour days) of scheduled working time for vacation.

(c) After completion of eleven (11) years of service, members shall be entitled to 168 hours (7-24 hour days) of scheduled working time for vacation.

(d) After completion of nineteen (19) years of service, members shall be entitled to 216 hours (9-24 hour days) of scheduled working time for vacation.

2. All members shall have the privilege of selecting their vacation days from January 1 through December 31 of each year except for a ten (10) week period preceding Labor Day of each year, approximately from the end of June to the first of September, which will be used for summer vacation periods of three working days (72 hours) or four working days (96 hours) each. During these summer vacation periods, two employees from each platoon shall be on vacation at the same time. This summer vacation schedule shall rotate each year, top to bottom.

3. Officers of each platoon shall take summer vacation during the second, third, and fourth vacation periods, with one officer of the platoon on vacation in each period. These three summer vacation periods on each platoon can be rotated among the platoon officers if desired by the officers.

4. All other earned vacation days shall be selected by the members of each platoon, keeping in mind the cost of overtime will be kept at a minimum. All scheduled working days of each year of each platoon shall be used for the selection of vacation and/or compensatory days before allowing the maximum of two members of the same platoon to select the same vacation days and/or the same compensatory days.

5. In no event shall more than one (1) officer of the same platoon be scheduled off at the same time for vacation and/or compensatory days.

6. In no event shall two members of the same platoon be scheduled off for vacation and/or compensatory days on Labor Day, Thanksgiving Day, December 24 or December 25.

7. There shall be no accumulation of unused vacation time except with the approval of the Board of Public Safety, and, in that event, shall not extend beyond the next succeeding year.

8. In the event of separation from the Fire Department prior to the completion of one (1) year of service, no vacation time shall have been earned.

9. Any employee entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation shall have the right to postpone the taking of such vacation until such time as he/she is physically capable of so doing.

10. Any employee who dies before using all earned vacation time shall have the cash value of such time paid to his/her surviving spouse or next-of-kin.

11. No employee shall lose any compensatory time (kelly days) during his/her vacation periods.

12. Any recognized holiday as set forth in this Agreement falling within any vacation period shall be added to the said vacation.

13. Any member of the Fire Department whose employment is voluntarily terminated or who retires prior to January 1 following his/her anniversary date, shall receive the monetary value based on straight time pay for vacation hours earned from his/her anniversary date to the date of separation, based on the table below:

19 years of service - 18 hours earned vacation per month
11 years of service - 14 hours earned vacation per month
4 years of service - 10 hours earned vacation per month
1 year of service - 8 hours earned vacation per month

14. In accordance with past practice, an employee who resigns or retires after January 1 of the year following the last calendar year of service shall be paid for all vacation time as set forth in Section B(1) above, less any time previously taken in the year of separation or retirement.

15. An employee on disability as the result of a job injury or a job related illness who has scheduled vacation days and/or compensatory days that coincide with such disability leave shall not have disability leave charged against vacation days or compensatory days. Upon his/her return to duty, all such vacation and/or compensatory time shall be available to the employee. If, for some reason, said employee cannot be given this entitled vacation and/or compensatory time before the end of the calendar year, he/she shall receive the monetary value thereof based on straight time pay.

C. Personal Leave:

1. Each member of the Department shall be granted two (2) 24 hour days, with pay for personal leave with the following restrictions: Not to be taken in more than twelve (12) blocks of four (4) hours each or any combination thereof.

2. After the overtime procedures set forth in Article X Section E have been exhausted, the Chief or his designee may deny the request for personal leave if necessary to maintain the on duty strengths set forth in Article XVIII Section A.

3. The member requesting a personal leave day must request such day from the Chief or his designee at least twenty-four (24) hours in advance.

4. Personal leave days may not be accumulated from year to year. Personal leave which is not taken prior to December 31st shall be paid in January based on the member's December 31st salary.

5. If the tours of duty shall be changed during the term of this Agreement, the Personal Leave Clause is subject to a re-opener.

D. Bereavement Leave:

1. A member of the Department shall be granted five (5) consecutive calendar days to include the days of the death and the day of the funeral for the death of the following relatives: wife, son, daughter, stepchildren, mother, father, brother, sister, stepfather, stepmother, stepbrother, stepsister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, grandfather and grandmother of the member or his wife, or any relative residing in the household.

2. A maximum of eight hours time off with pay will be given to a member to attend the funeral when held in Glens Falls or immediate area of the following relatives: uncle, aunt, cousin, brother-in-law, sister-in-law, nieces and nephews.

ARTICLE IX

Labor-Management Committee

The City and the Union agree to continue a Labor-Management Committee. The Committee may establish such other subcommittees as it may deem necessary. The purpose and scope of the activities shall be as follows:

A. Three (3) members of the Labor-Management Committee shall be appointed by the President of the Common Council and three (3) members shall be appointed by the President of the Union. The President of the Common Council shall appoint the Chairman of the Committee from the six (6) committee members. The Chairman shall convene all meetings on his own initiative or on the request of either party. The Chairman shall have a vote.

B. The Committee shall meet as necessary. Each party will present to the other party a written agenda of the subject it plans to discuss at the meeting. Agendas will be submitted at least a week in advance of each meeting. The week's notice and written agenda may be waived by the Chairman upon the mutual agreement of both parties. The time and place of the meetings should be mutually agreed upon and at the mutual convenience of both parties.

C. The joint Labor-Management Committee is concerned primarily with the proper administration of the agreement and the solution of matters of mutual concern arising during the term of and pertaining to, this Agreement.

The purpose of this joint Labor-Management Committee shall be to provide a continuing forum for the parties, to promote a climate to foster constructive interpersonnel relations, to recommend alternative solutions to employee relations problems arising from the administration of this collective agreement and to facilitate communication of other matters of mutual concern. The Committee may advance and discuss ideas for the improvement of the Department.

D. This Article is not intended to restrict in any way the normal formal and informal discussion and resolution of problems by and between Department officials, members of the Department and Labor representatives.

E. Non-monetary items are to be discussed at the first meeting and an order of priority established for their full consideration. Non-monetary items upon which mutual agreement is reached may be made a part of this Agreement by formal amendment thereto.

ARTICLE X

Grievance and Arbitration Procedure

A. General:

1. In the event of a dispute between the parties to this Agreement, either party shall have the right to resolve the dispute according to the provisions of this Article.

2. Grievance shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations applicable to the members of the Department and shall include all the provisions of this Agreement.

3. All reference to business days in this schedule shall mean business days, i.e., eight (8) hour days - Monday through Friday.

4. All reference to calendar days in this schedule shall mean consecutive calendar days.

B. Grievance Procedure:

The grievance procedure shall be as follows:

1. Step 1. The employee or the Union shall present the grievance in writing on the form which is attached hereto as Appendix E to the Employee's immediate supervisor not later than thirty (30) calendar days after the date on which an act or omission giving rise to the grievance occurred. The Supervisor receiving the grievance shall take the necessary steps to insure that a proper disposition of the grievance is made and shall reply to the employee or the Union in writing on forms to be provided by the City within five (5) business days following the date of submission.

2. Step 2. In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Chief or his designated representative in writing on the form which is attached hereto as Appendix E within ten (10) business days of the receipt of Step 1 decision.

A copy of such appeal shall also be sent to the person who passed upon the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance. The Chief or designee shall meet with the employee or the Union and shall issue a written decision to the employee or the Union by the end of the tenth (10th) business day following the day on which the appeal was received.

3. Step 3.

(a) An appeal from an unsatisfactory decision at Step 2 shall be presented by the employee or the Union, in writing, on the form which is attached hereto as Appendix E, to the Mayor or his designee within ten (10) business days of the receipt of the Step 2 decision.

(b) The Mayor or his designee shall meet with the employee or the Union for a review of the grievance and shall issue a written decision by the end of the fifteenth (15th) business day following the day on which the appeal was received.

4. Step 4. – Arbitration

(a) Grievances may be appealed to arbitration by the Union by filing a demand for arbitration upon the Mayor within ten (10) business days of the receipt of the Step 3 decision. The arbitration hearing shall be held within reasonable time after selection of the arbitrator.

(b) The City and Union agree to follow the arbitration rules and regulations as set forth in the Public Employment Relations Board Rules and Regulations relative to

arbitration. All arbitrators for any arbitration case will be selected in accordance with PERB rules.

C. Issues:

At least ten (10) business days prior to the arbitration hearing, the City and the Union shall meet to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

D. Arbitrator:

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.

E. Precise Issues:

The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

F. Expenses:

All fees and expenses of the arbitrator and stenographer, if requested by the arbitrator, which may be involved in the arbitration proceeding shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

G. Miscellaneous:

1. The City shall institute grievances against the Union at Step 4.
2. No transcript is required at any Step. However, either party may request that the session at Step 3 or 4 be tape recorded at its expense. If either side decides to tape a session, it must notify the other side in advance in order to provide equal opportunity to do the same.
3. The failure by the employer to meet the deadlines specified herein shall permit advancing the matter to the next step. However, such failure shall not start the time running within which the Union or the grievant must proceed to the next step. The

failure by the grievant or the Union to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance.

4. The parties may mutually agree to extend any of the time limits provided by the agreement.

5. A settlement of or an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than thirty (30) calendar days prior to the date the grievance was first presented in accordance with this Article or the date the grievance occurred, provided however that this thirty-day limitation does not apply to arbitrations under Article XIX.

6. A settlement of a grievance in Step 1 through Step 3 shall not constitute precedent in other and future cases unless the parties to this Agreement agree that such settlement shall have such effect.

7. Notwithstanding any provisions herein, individual employees may present their own grievances to the employer and have them adjusted without the intervention of the Union officers, provided, however, that the employer has given the Union officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the employer and the Union.

8. An employee and his representatives shall have such time off from their regular duties as may be necessary for the presentation of a grievance which requires him to leave the firehouse without loss of pay or time credits.

9. Grievances affecting a substantial number of employees may be treated as a policy grievance and entered at the third step of the grievance procedure by the Union.

ARTICLE XI

Other Economic Provisions

A. Hours of Employment:

1. The basic work week for all members of the Department shall be forty (40) hours (24 hours on and 72 hours off). Once all vacation and compensatory days for any year have been assigned as off-duty days to fulfill the Department obligation for vacation and compensatory time, the officers and firefighters of the Department have the privilege to trade duty days, with prior approval of the two appropriate Assistant Chiefs.

2. The schedule and tours of duty of all platoons is attached hereto as

Appendix C and made a part hereof, except that the Fire Prevention Officer only shall work an eight (8) hour shift, Monday through Friday.

B. Educational Differential:

In addition to the salaries provided for in Article IV herein, an educational differential will be paid annually in one lump sum during the month of January according to the following schedule to any member of the Department.

- | | |
|---|------------|
| 1. Who holds a Fire Science Certificate | \$100.00 |
| 2. Who holds an Emergency Medical Technician Certificate: | \$500.00 |
| 3. Who holds an EMT-CCT or EMT-P Certificate: | \$1,000.00 |

The firefighter must retain the EMT, EMT-CCT or EMT-P Certification by fulfilling training and retraining requirements and is on notice that the annual payment will cease upon the failure of a Firefighter to maintain his EMT, EMT-CCT or EMT-P Certification.

- | | |
|---|----------|
| 4. Who holds an Associate Degree in fire science or a related field | \$125.00 |
| 5. Who holds a Bachelor Degree in fire science or a related field | \$175.00 |

C. Call Back:

1. The City and the Union agree that the Department has the right to recall any off-duty employee for any departmental related purpose.

2. Employees will notify the Department whenever possible of any non-availability for a prolonged period.

3. In the event that more firefighters are needed than available in the platoon then on duty, the Department will call back all available off-duty employees before or at the same time as utilizing mutual aid including mutual aid on automatic alarm responses. This provision will not be effective for the purpose of scheduled drills to test automatic mutual aid alarm responses.

4. The officer in charge of any alarm may utilize mutual aid to get additional specialized equipment such as "The Jaws of Life", Mobile Air Supply units and personnel to operate the same.

5. The officer in charge may not use this emergency provision to call in special emergency equipment to circumvent calling back off-duty Firefighters when the situation warrants calling in off-duty Firefighters before or at the same time calling in mutual aid.

6. The City will continue to follow the present recall procedure in determining which Firefighters shall be recalled if less than the entire force is required. The recall procedure is as follows:

"A" Platoon shall recall, in order "C"- "D"- "B" Platoons
"B" Platoon shall recall, in order "D"- "A"- "C" Platoons
"C" Platoon shall recall, in order "A"- "B"- "D" Platoons
"D" Platoon shall recall, in order "B"- "C"- "A" Platoons

7. Any firefighter working in excess of twenty-four (24) hours on any one tour of duty shall be paid for all such additional time spent, computed on the basis of his regular hourly rate.

8. Any firefighters who are called back for any reason when off duty, shall receive a minimum of four (4) hours pay.

9. Only call backs used to obtain additional personnel for duty as the result of fire alarm or other emergency shall be paid at a rate of time and one-half of the employee's regular rate.

10. All other call backs shall be paid at the straight time rate.

11. The requirement of any employee of the Department to appear or give testimony, related to his employment with the Department before a Grand Jury, any recognized Court, or any recognized departmental, agency or arbitration hearing which may compel his/her attendance either by subpoena or by direction of his/her superior officer, shall be compensated as provided in Section C (10) herein.

12. Before the Union subpoenas an employee, the City and the Union at the time of the meeting specified in Article X Section C above shall mutually agree to the number of employees to be so subpoenaed.

13. The call in of specialized personnel will follow the same rotation for recall as specified in paragraph 6 of Article XI, Section C of the collective bargaining

agreement unless it becomes necessary to fill a position by personnel who are specifically trained in the area of need, i.e. Medic, Hazmat, Arson Investigation, Confine Space Duties.

D. Service in Higher Classification:

1. A firefighter, Lieutenant required to work at a higher rate classification for four (4) hours or more in any one (1) tour of duty shall receive the higher rated pay for that tour of duty.

2. The rate of pay for such temporary service in the higher classification will be computed as though the firefighter, Lieutenant were appointed permanently to the higher rated classification.

3. The difference in pay due a firefighter, Lieutenant for service in the higher rated classification may be accumulated during the month in which earned and paid during the month following the month in which it was earned.

4. The Department shall select members who are qualified and willing to accept such duty.

E. Overtime and Distribution of Overtime:

1. This section details the current policy of the Fire Department pertaining to overtime and the distribution of overtime and spells out the accepted practice of distributing overtime on an equitable basis. These overtime procedures shall be followed when necessary to maintain minimum on duty platoon strengths pursuant to Article XVIII Section A of this Agreement.

It is understood that:

“A” Platoon is the alternate to “C” Platoon

“B” Platoon is the alternate to “D” Platoon

“C” Platoon is the alternate to “A” Platoon

“D” Platoon is the alternate to “B” Platoon

2. Officers and firefighters of the duty platoon shall have first refusal of overtime for filling a vacancy in their own platoon starting with the needed rank first.

3. Firefighters from alternate platoons shall be asked to work overtime on a rotation basis with refusal of overtime being treated as overtime worked for the purpose of placement on the rotation list. Officers from alternate platoons in each position classification, Assistant Chief, or Lieutenant, shall be given first refusal of overtime to fill

a vacancy in their own position classification. If officers refuse overtime in their own position classification, then Section D of this Article would be used with overtime, if needed, given to other position classifications.

4. Deviations from rotation shall only be made in the event of an emergency, in which case the employee receiving the overtime shall be deemed to have been assigned overtime for that rotation, provided, however, that the authority granted by this section shall not be abused to avoid equitable rotation.

5. New firefighters shall be available for overtime upon the completion of three (3) months of service.

6. In the event the procedures set forth herein have been followed and there are not sufficient members to meet the platoon staffing requirements set forth in Article XVIII Section A and the vacancy is that of a firefighter, officers will be offered the opportunity to work the overtime in accordance with the procedures set forth above.

ARTICLE XII Clothing Allowance

A. The City shall provide on an annual basis the uniform clothing requirements for each member of the Fire Department to the extent that the cost of said uniforms does not exceed SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00) effective January 1, 1990 for new members of the Fire Department and FOUR HUNDRED SEVENTY-FIVE DOLLARS (\$475.00) effective January 1, 1996 for all members of the Fire Department with more than one (1) year of Fire Service. This clothing allowance is to be used for the purchase of required clothing. The City agrees that members of the Fire Department may wear approved T-shirts and sweatshirts.

B. In addition, the City will provide to each member of the Fire Department the annual sum of FIFTY DOLLARS (\$50.00) to be used for the cleaning of uniforms.

C. In addition to the amounts specified in A and B above, the Fire Prevention officer will receive FIFTY DOLLARS (\$50.00) more a year as a clothing allowance under A above or a total of FIVE HUNDRED TWENTY-FIVE DOLLARS (\$525.00) effective January 1, 1993 and TWELVE DOLLARS and FIFTY CENTS (\$12.50) more a year as a cleaning allowance under B above or a total of SIXTY-TWO DOLLARS and FIFTY CENTS (\$62.50).

D. Annual cleaning and clothing allowances shall be paid in two installments in separate checks, the first one on or about January 1st and the second one on or about July 1st.

E. New members of the Fire Department appointed on or after September 1 of any year are limited to a full new man's clothing allowance in the year of appointment and one-half regular clothing allowance for the following year.

F. Clothing allowance is subject to a one-twelfth (1/12) per month reduction per year by a member who leaves City service during the term of this Agreement for all full months in a calendar year not in active City service. Any unexpected clothing allowance at the time of termination of service will be forfeited. Any clothing allowance expended in excess of the one-twelfth (1/12) reduction provision will be deducted from any monies subject to immediate reimbursement by the member.

G. In the event that the City decides to change the style of uniform worn by the firefighters, the City will supply such new uniforms at its own expense without charge back to the allowance described above.

H. The City and Union agree a uniformed member of the Fire Department shall furnish the following items from his clothing allowance:

1. Sweater - blue
2. Shirt - Long sleeve - blue
3. Shirt - Short sleeve - blue
4. Pants - winter - navy blue
5. Pants - summer - navy blue
6. Shirt - dress uniform - white
7. Belt - black
8. Tie - black
9. Shoes - plain toe - black
10. Socks - black
11. Gloves - dress uniform - white
12. Coat - spring/fall - blue
13. Uniform - dress - navy blue
14. Cap - dress - work
15. Gloves - work and/or liners
16. Thermal underwear - set
17. Coveralls - blue
18. Sweatshirt
19. Badges - silver and/or gold
20. Suspenders
21. Collar and/or cap insignias

I. Firefighters shall be furnished with two (2) silver badges, one for blouse and cap. The first set is to be furnished by the Department with replacements bought by the firefighter from his/her clothing allowance. The style and size shall be as adopted by the Department. No two firefighters will have the same badge number while on active duty.

J. Officers of the Department shall wear white shirts, belts with gold buckles and double-breasted dress uniforms as of Department specifications. Dress caps shall be as of Department specifications. Officers' shirt and blouse badges shall be gold and shall include all collar and cap insignias. The Department shall furnish the first set for each rank of advancement of a design adopted by the Department.

K. Name tags furnished by the Department shall be according to Department specifications. Name tags are to be worn over the right hand pocket of shirts while on duty.

L. The City and Union agree to establish a standard for quality and color of the uniforms worn by firefighters in the Fire Department for dress and work. These standards should distinguish firefighters from other non-uniformed City employees. Only Department authorized insignias, etc., shall be worn on Fire Department uniforms.

M. It shall be the duty of the Labor-Management Committee to set appropriate standards as to the quality and color of clothing and accessories purchased by all firefighters of the Fire Department in accordance with the clothing allowance established for this agreement period. The Fire Chief will be requested to make recommendations as to standards, by the Labor-Management Committee, and will be consulted before standards are established. If the Labor-Management committee is unable to agree on any standard, then the grievance procedure may be invoked.

N. Should any firefighter hired during the term of this Agreement not receive a permanent appointment, he shall return all of the above items of clothing to the City.

ARTICLE XIII Staff Development and Training

The City and the Union agree that self-development and training of employees within the department is a matter of primary importance and will be encouraged. The continuous Department training program will be maintained, based on current needs. The City may, within budgetary limitations and workload requirements, provide employees with the opportunity for self-development and training to enable them to perform their work more effectively. Under this Agreement such opportunities are divided into three (3) categories, each having City participation as hereinafter defined.

A. Full Reimbursement Program:

1. Courses for firefighters required by the City shall be consistent with the type of work which the firefighter is assigned officially.
2. Courses may be during regular work hours.
3. Since such course work is of benefit to the firefighter as well as the City, study may be required outside of regular working hours.
4. Reimbursement for such required courses approved by the Chief shall equal the total cost of tuition, the total cost of required study materials, actual and necessary lodging, meals and travel as provide din Article XVI of this Agreement.

B. Partial Reimbursement Program:

1. The City agrees to participate in a program of partial reimbursement to firefighters engaged in career improvement study.
2. Firefighters will be required to submit career improvement study plans in writing to the Chief for approval.
3. The reimbursement will be subject to the City's budgetary limitations.
4. Firefighters will be limited to participating in accredited courses for up to six (6) credit hours or their equivalent per week.
5. All such courses must be taken on the firefighter's own time and approved in advance by the Chief or his designee.
6. All firefighters will be required to complete successfully each course to receive reimbursement. Evidence of such completion is to be submitted to the Chief, or his designee, who will approve payment.
7. In no event shall the City's reimbursement be reduced when there is an outside source of funds, except in those cases where the aid from the outside source(s) plus the normal City reimbursement exceeds the cost of tuition and study material for the approved study course.
8. Firefighter career improvement plans will be reviewed and updated as necessary at least annually.

9. A firefighter's career improvement plan shall include, but not be limited to, the following elements:

- a. Whether the study is part of a degree program.
- b. The degree, if any. The expected date of the degree.
- c. The major concentration of study.
- d. The relationship of the course of study to the firefighter's duties and responsibilities.
- e. The way the course of study will improve the employee's job performance.
- f. The amount of financial aid the firefighter will receive from any other source and the source of such aid.

C. Work Related Courses:

1. The City agrees to reimburse firefighters within the limitations set forth in this Article up to one hundred percent (100%) of the cost of tuition for courses of study which are directly connected with work or are required courses of study leading to a degree which is directly connected or has a major field of concentration which is work connected.

2. A major field of concentration would be thirty (30) credit hours, or the equivalent of Fire Science or a directly related discipline at the college level for an associate degree and sixty (60) credit hours, or the equivalent of Fire Science or a directly related discipline at the college level for a bachelor degree.

3. All work related courses shall be approved in advance by the Chief or his designee in order for the firefighter to be eligible for reimbursement.

D. Work Related Home Study Course:

1. Voluntary home study of direct work related courses only will be reimbursed upon successful completion at the one hundred percent (100%) rate.

2. Home study shall be accomplished normally on the firefighters own time, or with advance permission from the Chief, or his designee, during regular tours of duty.

E. Non-work Related Courses:

1. The City agrees subject to budgeting limitation to reimburse firefighters within the limitations set forth in this Article up to fifty percent (50%) of the cost of tuition for accredited courses of study not work related which would improve the firefighter's efficiency on the job.
2. All such courses must be approved in advance by the Chief or his designee in order for the firefighter to be eligible for reimbursement.
3. No voluntary home study course will be approved for non-work related courses.

F. EMT Training:

Each member that is required to undergo initial EMT-B, EMT-CCT or EMT-P training shall be fully reimbursed for all tuition and expenses upon proof of completion of the training and certification as an EMT-B and/or EMT-CCT and or EMT-P as appropriate.

G. Work Related Course Disputes:

All disputes whether a care improvement course is work related, if not settled by the Chief, or his designee, will be referred to the Labor-Management Committee under this Agreement for resolution. If no resolution is reached by the Labor-Management Committee, then the grievance procedure may be invoked.

ARTICLE XIV
Weekly Pay Period

- A. The City agrees that paychecks issued to employees will be available to employees every week no later than the Thursday following the end of the payroll period.
- B. Authorized overtime compensation shall be paid to employees at the close of the next payroll period following the payroll period during which overtime was earned.

ARTICLE XV
Employee Organization Leave

A. Employee organizational leave shall be released time with pay and without charge to leave credits. Such leave shall be provided upon application for the use of such leave which shall be made to the Department Chief or his designee.

B. The Department Chief will be furnished with a list of names of members for whom employee organizational leave shall be authorized.

C. The term "Travel Time" as used in this Agreement means time during regularly scheduled working hours spent in actual and necessary travel to attend an official employee organizational meeting or series of meetings on consecutive days, provided, however, that released time for such travel shall not exceed six (6) hours for travel each way in connection with any meeting or series of meetings.

D. Time spent by members at such employee organizational activities shall be considered time worked for overtime purposes; provided, however, that when such employee organizational meetings, preparations or travel extends beyond the normal work hour of any member, or falls on holidays or regularly scheduled time off, the time so spent shall not be considered as time worked for the purpose of computing overtime pay or for the accrual of equivalent time off.

E. The City shall provide employee organizational leave for a negotiating committee of three (3) members for the purpose of negotiating a renewal, extension or new agreement to succeed this Agreement. The City shall grant organization leave as required to one (1) member of the grievance committee to represent a member in grievance, disciplinary and arbitration meetings plus a reasonable time for preparation and investigation. The City shall be furnished with the names of members designated as representatives for these purposes.

F. Two (2) members of the Union shall be granted up to a maximum of a combined total of fourteen (14) eight (8) hour days for organizational leave plus actual and necessary travel time as defined in this Article.

G. Organizational leave of up to four (4) calendar days to attend the official organizational state convention shall be granted to two (2) Union members plus actual and necessary travel time as defined in this Article.

ARTICLE XVI
Car Allowance

The City agrees to reimburse firefighters at the IRS rate for the use of personal vehicles in connection with prior authorized official travel. This program shall take effect on the signing of this Agreement by both parties. City vehicles will be utilized for City business whenever possible.

ARTICLE XVII
Safety Committee

A. The City and the Union agree that the Labor-Management Committee shall function as a Safety Committee for the duration of this Agreement to assess the need for, recommend and improve any equipment that a firefighter is required to use. The Committee also will study any report of unsafe and inadequate equipment.

B. The Labor-Management Committee Chairman will convene all meetings upon reasonable notice at the request of either party or on his/her initiative.

C. The Labor-Management Committee may inspect equipment used in fighting fires or other work of the Department, and advise the Chief of any faulty equipment found. Any firefighter or the Labor-Management Committee may notify the appropriate Department official of equipment purportedly dangerous to use. If the appropriate official agrees to the dangerous conditions of the equipment, he may withdraw the equipment from use or arrange for its immediate repair. If the appropriate official decides not to act, he must notify the Chairman of the Labor-Management Committee, the Chief, and the President of the Union of his decision within twenty-four (24) hours. The Chief will notify the Chairman of the Labor-Management Committee of his decision within twenty-four (24) hours. The Labor-Management Committee may present any dispute to the Board of Public Safety. The Board of Public Safety decision is subject to the arbitration procedure in this Agreement.

ARTICLE XVIII
Miscellaneous

A. Staffing:

1. The City agrees that it shall employ its best efforts to maintain minimum firefighting platoons of at least nine (9) members each to be constituted as follows:

One (1) Assistant Chief, one (1) Lieutenant and seven (7) full-time civil service firefighters.

2. The on duty platoon firefighting staff levels shall be maintained at a minimum of eight (8) members, to include one (1) Assistant Chief, one (1) Lieutenant, and six (6) Firefighters.

3. The parties agree that any reduction in staffing necessitated by the above agreement shall be achieved only through attrition.

4. In the event the City has exhausted the procedures set forth in Article XI Section E and cannot meet the platoon staffing strengths set forth in paragraph 2 above, the City shall notify the Union. Notification shall be deemed compliance with the provisions of paragraph 2 above.

B. Printing Agreement:

1. The City shall cause this Agreement to be reproduced and shall provide sufficient copies of this Agreement for distribution to all members of the Department.

2. The City agrees to provide each employee initially appointed on or after the date of this Agreement with a copy thereof within one (1) work week following his/her first day of work.

3. The City will provide each employee with a copy of the Rules and Regulations of the Department.

C. Reimbursement for Clothing:

1. The City agrees to continue to provide for reimbursement for clothing and equipment damaged, lost or destroyed in the course of duty, excluding normal wear and tear.

2. Prior to any reimbursement, the Chief shall certify that any such loss resulted from the performance of duty. The City, upon proof from the daily record book, within fourteen (14) days will repair or replace glasses, dentures or other prosthetic devices damaged or destroyed in the course of duty, without cost to the employee. This time period may be extended upon mutual agreement between the Chief, or his designee, and the employee or his/her representative.

D. Safety Equipment:

The City will provide firefighters with modern safety equipment and accessories including, but not limited to, safety glasses, air masks, coats, boots, helmet, gloves, safety face shields, flashlights and batteries, and all other protective gear. The

City also will provide all equipment for the use of the firefighters necessary to the safe and efficient performance of their duties.

E. Bulletin Boards:

The City agrees to provide space on one (1) bulletin board in each fire house to display Union material. No material shall be posted which is profane or obscene, or defamatory to the City or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. No organization other than the Union shall have the right to post material on City bulletin boards. The Chief or his designee shall have the authority to order material removed from the bulletin board within the meaning of this Article. Any dispute over the material on the bulletin board will be submitted to the Labor-Management Committee for resolution and the material shall be removed from the bulletin board until the dispute is resolved.

F. Department Library:

The books and magazines of the Department Libraries, one at each station, are to be issued for use only when on duty. The Libraries are in the charge of the immediate supervisor of each station for the issue and return of library books. The books and magazines for these Libraries will be supplied by the Employer with recommendations from the Union and the Chief. A yearly sum shall be set aside for such books and magazines in order to keep the Libraries up-to-date with the most useful information in fire-fighting techniques. The following list of books and magazines should be kept up-to-date from year to year:

1. Fire Chiefs Handbook
2. Fire Attack One
3. Fire Attack Two
4. Fire Fighting Principles and Practices
5. Fire Service Hydraulics
6. Fire Engineering Magazines
7. Fire Command Magazines

G. Off-duty Action:

Since all firefighters are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by a member of the force, within the City of Glens Falls, on his time off, which would have been appropriate if taken by a firefighter on active duty if present or available, shall be considered official action, and the firefighter shall have all of the rights and benefits concerning such action as if he were then on active duty.

H. Drug and Alcohol Policy and Testing Plan

The parties agree to the implementation of the Drug and Alcohol Policy and Testing Plan attached hereto as Appendix C.

I. ALS Tech Staffing Guideline

The parties agree to the implementation of the ALS Tech Staffing Guideline attached hereto as Appendix D.

ARTICLE XIX
Disciplinary Procedure

A. General:

1. All reference to business days in this schedule shall mean business days, i.e., eight (8) hour days - Monday through Friday.

2. All references to calendar days in this schedule shall mean consecutive calendar days.

B. Employee Rights:

1. An employee shall be entitled to representation by the Union or an attorney at each step of the disciplinary procedure. The Union shall be advised by certified mail or personal service of the notice of discipline that has been served.

2. No employee shall be required to submit to an interrogation before a contemplated notice of discipline or request for resignation, or after a notice of discipline has been served upon him unless he is notified in advance in compliance with the provisions hereinafter set forth and he is afforded the opportunity of having a Union representative or an attorney present and he is apprised in writing of all rights set forth herein.

3. No employee shall be requested to sign any statement regarding his incompetency or misconduct unless a copy of the statements supplied to him and to his representative, if any, and any statements or admissions signed by him without having been supplied as above stated may not subsequently be used against him.

4. No recording devices or stenographic or other record shall be used during an interrogation unless the employee is advised that a transcript is being made and he is thereafter supplied with a copy.

5. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty, and the burden of proof on all matters shall rest upon the employer.

6. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Article. No promises of reward shall be made as an inducement to answering questions.

7. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one (1) year prior to the notice of discipline.

C. Disciplinary Procedure:

1. Section 75 of the Civil Service Law shall control the parties disciplinary procedure.

2. In the event that the employee or the Union wishes to appeal the decision of the Civil Service Hearing Officer, the employee or the Union shall have the right to elect one of the following review procedures:

(a) The employee or the Union may proceed pursuant to Sections 75 and 76 of the Civil Service Law, and waive all rights to seek review pursuant to subdivision (b) below, or:

(b) The employee or the Union may proceed to Step 4 Arbitration, Article X, Section B(4) of this Agreement. In such event, the employee or the Union waive all rights to seek review pursuant to subdivision (a) above. Either party wishing a stenographic transcript of the arbitration proceeding may provide for one at its own expense and shall provide a copy to the arbitrator and the other party.

3. This disciplinary procedure shall apply to all persons currently subject to Section 75 and 76 of the Civil Service Law.

ARTICLE XX
Saving Clause

If any article or section of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXI
Approval of the Legislature

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXII
Non-Strike Union Affirmation

The Union hereby affirms the provisions of the Public Employees Fair Employment Act in that it shall not engage in a strike, nor cause, instigate, encourage or condone a strike, and agrees that anyone who aids, abets, encourages or otherwise assists in a strike is in violation of this contract. The Union agrees to exert its best efforts to prevent and terminate any strike.

ARTICLE XXIII
Duration and Agreement

A. This Agreement shall remain in force and effect, commencing on the 1st day of January, 2008, and terminating on the 31st day of December, 2011.

B. On or after May 1, 2011, either party to this Agreement may open negotiations for a new contract by written request presented either to the Mayor of the City of Glens Falls, or the President of the Union.

C. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

D. Insofar as any provisions of this Agreement shall conflict with any Charter provision, ordinance or resolution of the City, this Agreement shall be controlling.

ARTICLE XXIV

Signatures

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

CITY OF GLENS FALLS

BY: 

LeRoy B. Akins, Jr., Mayor

GLENS FALLS FIRE FIGHTERS
UNION, LOCAL 2230, I.A.F.F.,
AFL-CIO

BY: 

Timothy J. Roberts, President

STATE OF NEW YORK
COUNTY OF WARREN SS.:

On this 5th day of December, 2008⁷, before me personally came **LEROY B. AKINS, JR.**, to me personally known, who being sworn, did depose and say: That he resides in Glens Falls, New York; that he is the **Mayor of the City of Glens Falls**, the corporation described in and which executed the above instrument; that he executed the same pursuant to authorization of the Common Council of the City of Glens Falls; that he knows the seal of said corporation and that he signed his name thereto by order of the Common Council.


Notary Public

BERNADETTE A GRAY
NOTARY PUBLIC, State of New York
Saratoga County, #01GR6060163
My Commission Expires June 18, 2011

STATE OF NEW YORK
COUNTY OF WARREN SS.:

On this 5th day of December, 2008⁷, before me personally came **TIMOTHY J. ROBERTS**, who, being by me duly sworn, did depose and say: That he is the **President of the Glens Falls Firefighters Union, Local 2230, I.A.F.F., AFL-CIO**, the corporation named in and which executed the foregoing instrument; that he knows the seal of said corporation and 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.


Notary Public

BERNADETTE A GRAY
NOTARY PUBLIC, State of New York
Saratoga County, #01GR6060163
My Commission Expires June 18, 2011

Appendix A

APPENDIX A

FIREFIGHTERS

<u>Years</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>1</u>	<u>\$36,196.00</u>	<u>\$37,644.00</u>	<u>\$39,150.00</u>	<u>\$40,716.00</u>
<u>2</u>	<u>\$39,123.00</u>	<u>\$40,688.00</u>	<u>\$42,316.00</u>	<u>\$44,009.00</u>
<u>3</u>	<u>\$40,026.00</u>	<u>\$41,627.00</u>	<u>\$43,292.00</u>	<u>\$45,024.00</u>
<u>4</u>	<u>\$41,754.00</u>	<u>\$43,424.00</u>	<u>\$45,161.00</u>	<u>\$46,967.00</u>
<u>5</u>	<u>\$43,679.00</u>	<u>\$45,426.00</u>	<u>\$47,243.00</u>	<u>\$49,133.00</u>
<u>10</u>	<u>\$45,941.00</u>	<u>\$47,779.00</u>	<u>\$49,690.00</u>	<u>\$51,678.00</u>
<u>15</u>	<u>\$47,173.00</u>	<u>\$49,060.00</u>	<u>\$51,022.00</u>	<u>\$53,063.00</u>
<u>20</u>	<u>\$48,403.00</u>	<u>\$50,339.00</u>	<u>\$52,352.00</u>	<u>\$54,446.00</u>

LIEUTENANT/CAPTAIN

<u>Years</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>5</u>	<u>\$46,750.00</u>	<u>\$48,620.00</u>	<u>\$50,565.00</u>	<u>\$52,588.00</u>
<u>10</u>	<u>\$49,015.00</u>	<u>\$50,976.00</u>	<u>\$53,016.00</u>	<u>\$55,137.00</u>
<u>15</u>	<u>\$50,247.00</u>	<u>\$52,257.00</u>	<u>\$54,348.00</u>	<u>\$56,521.00</u>
<u>20</u>	<u>\$51,479.00</u>	<u>\$53,538.00</u>	<u>\$55,681.00</u>	<u>\$57,907.00</u>

ASSISTANT CHIEF

<u>Years</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>5</u>	<u>\$49,379.00</u>	<u>\$51,354.00</u>	<u>\$53,408.00</u>	<u>\$55,544.00</u>
<u>10</u>	<u>\$51,640.00</u>	<u>\$53,706.00</u>	<u>\$55,854.00</u>	<u>\$58,087.00</u>
<u>15</u>	<u>\$52,871.00</u>	<u>\$54,986.00</u>	<u>\$57,185.00</u>	<u>\$59,472.00</u>
<u>20</u>	<u>\$54,105.00</u>	<u>\$56,269.00</u>	<u>\$58,520.00</u>	<u>\$60,861.00</u>

FIREFIGHTERS HIRED AFTER JANUARY 1, 1993

<u>Years</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>1</u>	<u>\$27,328.00</u>	<u>\$28,421.00</u>	<u>\$29,558.00</u>	<u>\$30,740.00</u>
<u>2</u>	<u>\$29,224.00</u>	<u>\$30,393.00</u>	<u>\$31,609.00</u>	<u>\$32,873.00</u>
<u>3</u>	<u>\$31,120.00</u>	<u>\$32,365.00</u>	<u>\$33,660.00</u>	<u>\$35,006.00</u>
<u>4</u>	<u>\$33,016.00</u>	<u>\$34,337.00</u>	<u>\$35,710.00</u>	<u>\$37,138.00</u>
<u>5</u>	<u>\$34,912.00</u>	<u>\$36,308.00</u>	<u>\$37,760.00</u>	<u>\$39,270.00</u>
<u>6</u>	<u>\$36,810.00</u>	<u>\$38,282.00</u>	<u>\$39,813.00</u>	<u>\$41,406.00</u>
<u>7</u>	<u>\$38,706.00</u>	<u>\$40,254.00</u>	<u>\$41,864.00</u>	<u>\$43,539.00</u>
<u>8</u>	<u>\$40,602.00</u>	<u>\$42,226.00</u>	<u>\$43,915.00</u>	<u>\$45,672.00</u>
<u>9</u>	<u>\$42,498.00</u>	<u>\$44,198.00</u>	<u>\$45,966.00</u>	<u>\$47,805.00</u>
<u>10</u>	<u>\$45,941.00</u>	<u>\$47,779.00</u>	<u>\$49,690.00</u>	<u>\$51,678.00</u>
<u>15</u>	<u>\$47,173.00</u>	<u>\$49,060.00</u>	<u>\$51,022.00</u>	<u>\$53,063.00</u>
<u>20</u>	<u>\$48,403.00</u>	<u>\$50,339.00</u>	<u>\$52,352.00</u>	<u>\$54,447.00</u>

Appendix B

PROCEDURES FOR 207-a ARTICLE XVII

1. A firefighter who claims to be injured in the performance of his or her duties or who claims to be injured or taken sick as a result of the performance of duties and who seeks any benefit afforded by section 207-a shall provide written notice within 72 hours of becoming aware of the injury or illness by submitting a completed accident report to the Fire Chief or Assistant Fire Chief. If the firefighter is physically unable to make such notification, the Fire Chief or Assistant Fire Chief, Union President or designee, acting on the firefighter's behalf, may complete the accident report. Failure to file the completed accident report within 72 hours of becoming aware of the occurrence may result in a delay of an award of 207-a benefits. However, it is not the intent of this procedure to deny 207-a benefits based on artificially imposed time limits. It is the intent of the parties to determine 207-a benefit eligibility based on the merits or lack thereof of each claim.
2. In the event a firefighter asserts an inability to perform duties, he or she shall be placed on sick leave until such time as it is determined that he or she is eligible for section 207-a benefits. If the firefighter uses or has used all of their sick time, then the firefighter shall be advanced sick time against future sick time accruals until such time as a determination can be made regarding the firefighter's section 207-a status. Any payments made without the use of accrued sick time does not constitute an acceptance of the firefighter's 207-a claim.

Benefit Determination

3. An application for section 207-a benefits shall be processed in the following manner:

Upon submission of the completed accident report to the Fire Chief or Assistant Fire Chief, the firefighter will be provided an accident packet containing the following documents:

- a. Supervisor Comment Sheet
- b. Medical Release
- c. Application for General Municipal Law 207-a benefits
- d. Outside Employment Wage Verification
- e. Physician Report
- f. Administration Report

The completed accident packet must be submitted to the Mayor or his designee within five calendar days or 207-a benefits shall be delayed pending submission. The Mayor, his designee or a hearing officer may waive the five day filing requirement if the late filing is for good cause.

The Mayor or his designee shall promptly review the completed accident packet and any other pertinent documents or evidence available and shall render a decision within five (5) calendar days of submission. If extenuating circumstances, such as an independent medical exam, require a longer determination period, the firefighter will be advanced sick time against future sick time accruals until such time as a determination is made. Should the Mayor or his designee determine that the firefighter was injured in the performance of duty or that the firefighter was taken sick as a result of performance of duty so as to necessitate medical or other lawful treatment, the Mayor or his designee shall restore the firefighter's sick time and direct payment of the full amount of the regular salary or wages until the firefighter is able to return to regular or light duty or the disability arising there from has ceased. The Mayor or his designee shall insure that the City of Glens Falls will be responsible for the cost of medical or other lawful treatment and for any hospital care associated with such injury or illness. Any insurance deductible which a firefighter would ordinarily be required to pay shall be provided for by the City of

Glens Falls. A written notice of such determination by the Mayor or his designee shall be provided to the firefighter, placed in the firefighter's personnel file and provided to the Mayor's Office.

The payment of the full amount of regular salary or wages may be discontinued as provided by section 207-a. Any review of eligibility for the continuation of benefits may only occur after an assessment of the medical condition of a firefighter or other information raises a question as to whether a disability may have ceased or whether the extent of a disability may have diminished so as to permit a light duty assignment. In the event a question arises as to either initial eligibility for benefits or the continuation of benefits once awarded, the following procedure shall apply:

The Mayor or his designee shall promptly inquire into the fact(s) surrounding the matter at issue. A firefighter will be required to submit to periodic medical examinations as may be necessary to determine the existence or continuation of a disability or illness and its extent. To resolve a question of initial or continued eligibility for benefits, the Mayor or his designee shall make a decision on the basis of medical evaluations and other information as may be available or as may be requested by the Mayor. A firefighter or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or illness or the incident alleged to have caused such condition. The Mayor or his designee shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and with reasonable notice, require the attendance of the firefighter or any witness to an incident to secure information; shall require the firefighter to sign a release or waiver for information of his/her medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure.

The Mayor or his designee shall make a determination as to initial or continued eligibility for benefits based upon information

collected or obtained pursuant to this process. A firefighter shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon the request of a firefighter or his/her representative, a copy of any document used by the Mayor or his designee to determine initial or continued eligibility for any benefits afforded by section 207-a shall be made available. In the event a firefighter is adversely affected by a determination, he or she may request a hearing in accordance with the appeal procedures set forth in this procedure.

Assignment to Light Duty

As authorized by the provisions of Subdivision 3 of Section 207-a, and in accordance with the Collective Bargaining Agreement, the Mayor or his designee may assign a disabled firefighter specified light duties consistent with his/her status as a firefighter. The Mayor or his designee prior to making a light duty assignment, shall advise the firefighter receiving benefits under 207-a that his/her ability to perform light duty assignment is being reviewed. Such a firefighter may submit to the Mayor or his designee any document or other evidence in regard to the extent of his/her disability. The Mayor or his designee may order a medical examination or examinations of the firefighter, to be made at the expense of the Employer. The physician selected shall be provided with a list of types of duties and activities associated with a proposed light duty assignment and 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. In addition, the physician shall be required to specify any specific restrictions on the activities that may be engaged in by the firefighter, and/or hours that he or she may work. Upon review of the medical assessment of the firefighter's ability to perform a proposed light duty assignment and other pertinent information, the Mayor or his designee may make a light duty assignment consistent with medical opinion and such other information as he or she may

possess. If a firefighter receiving 207-a benefits refuses to perform a designated light duty assignment, his/her 207-a benefits shall be discontinued. Such decision may be appealed pursuant to the terms of the Collective Bargaining Agreement. In the event a firefighter requests an appeal, no suspension of 207-a benefits will not occur until the appeal process is completed. When a firefighter accepts a light duty assignment, 207-a payments for the full amount of regular salary or wages cease.

If the employer and employee agree, other light duty assignments may be detailed. Such assignments shall consist of filing of departmental documents and such other miscellaneous clerical duties as directed by the Chief or Assistant Chief of the Fire Department.

When two or more firefighters are eligible for light duty, seniority of the injured firefighters shall be the determining factor when making light duty assignments within a shift or division.

APPEAL OF ADVERSE FINAL DETERMINATIONS:

In the event that a firefighter disagrees with the Mayor's final determination regarding the initial or continued eligibility for 207-a benefits, he or she shall, within ten days of the receipt of the determination, present to the Mayor or his designee a written request for a hearing. Within fourteen (14) calendar days of receiving a request for a hearing, the matter shall be referred to a arbitrator mutually agreed upon by the parties. If the parties are unable to agree upon an arbitrator, either party may request a list of arbitrators from the New York State Public Employment Relations Board (PERB), and the PERB procedure for arbitrator designation shall apply. The arbitrator shall conduct the hearing. A stenographer shall be used to create a permanent record of the hearing and the City and firefighter's union shall pay equal

portions of the proceeding. Upon completion of the hearing, the arbitrator shall have thirty (30) calendar days to submit his written decision. The decision shall be final and binding on the parties.

With respect to the provisions of this procedure, any firefighter found not cooperating in assisting in the determination as to eligibility for the benefits of 207-a, shall be deemed to have waived his or her rights to such benefits. The firefighter shall be notified, in writing by certified mail, the reason for the termination of benefits as well as what actions must be taking to again be placed on section 207-a status. A firefighter who is deemed to have waived his or her right to section 207-a benefits and who disagrees with such determination shall be permitted to contest that decision pursuant to the provisions above.

In the event the Mayor deems it in the best interest of the City, it may submit to the NYS retirement system application (s) for disability retirement consistent with the provisions of section 363 and 363-c of the NYS retirement and Social Security Law.

Appendix C

**CITY OF GLENS FALLS
Fire Department**

Drug and Alcohol Policy and Testing Plan

PURPOSE

The purpose of the Drug and Alcohol Policy and Testing Plan is to ensure:

- (A) A work environment where not only the citizens of the City of Glens Falls, but the Glens Falls Fire Department personnel, are free from the risk of personnel who may be under the influence of alcohol while on duty or may be using illegal drugs.
- (B) The capability of all Glens Falls Fire Department personnel to perform their assigned duties at all times without being under the influence of alcohol or drugs;
- (C) That members of the Glens Falls Fire Department share in the responsibility and understanding that when members of this Department, who may be or are under the influence of alcohol when reporting to duty or on duty, or using illegal drugs at any time, he/she is a detriment to themselves, other members of this Department and to the citizens we are sworn to protect. It is the obligation of all members to insure the safety of all concerned by reporting such conduct;
- (D) The understanding of the Glens Falls Fire Department personnel of the availability of the Employee Assistance Program in which, under confidentiality, they may request assistance and/or rehabilitation for alcohol and drug use;
- (E) The Fire Department personnel are cognizant of the ramifications of being under the influence of alcohol when reporting for duty or while on duty, and the use of illegal drugs at any time.

DEFINITIONS

COVERED EMPLOYEES: All employees of the Glens Falls Fire Department.

MEDICAL REVIEW OFFICER (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

SUBSTANCE ABUSE PROFESSIONAL (SAP): A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnoses and treatment of alcohol and controlled substances-related disorders.

DESIGNATED EMPLOYER REPRESENTATIVE (DAR): An employer or individual(s) identified by the employer as able to receive communications and test results directly from medical review officers, BATs, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

ADULTERATED SPECIMEN: A urine specimen into which the employee has introduced a foreign substance.

DILUTE SPECIMEN: A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid (usually water) into the specimen either directly or through excessive consumption of fluids.

SUBSTITUTED SPECIMEN: A specimen that has been submitted by the employee in place of his/her own urine.

BLOOD ALCOHOL CONCENTRATION (BAC): The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

EVIDENTIAL BREATH TESTING DEVICE (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTA) for the evidential testing of breath and placed on NHTA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

BREATH ALCOHOL TECHNICIAN (BAT): An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES (SAMHS): Formerly National Institute of Drug Abuse.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS):

EMPLOYEE ASSISTANCE PROGRAM (EAP):

- (A) Personnel of the Glens Falls Fire Department have the availability of the Employee Assistance Program to seek assistance and/or rehabilitation in coping with problems of alcohol or drug dependency and/or abuse.
- (B) Personnel seeking assistance shall notify either the coordinator of the Employee Assistance Program or contact the designated EAP agency. Contacts to these programs are under strict confidentiality.
- (C) Personnel may also be referred by another member of this Department. Any such referral shall maintain strict confidentiality for the affected member.
- (D) The Glens Falls Fire Department will grant a maximum total of two (2) sick leave periods during the member's career, as prescribed by the EAP Coordinator, a licensed counselor, and/or SAP for a member to receive treatment for alcohol and/or drug dependency. A sick leave period will not be granted within twelve (12) months of a previous sick leave period granted to receive treatment for alcohol and/or drug dependency.
- (E) Entry and participation in such treatment and rehabilitation must occur prior to the employee's selection for random drug testing or selection for reasonable suspicion or post-incident testing.

PROHIBITIONS

Alcohol Prohibitions

Employees must not:

- Report for duty or remain on duty while having a Blood Alcohol Concentration (BAC) of 0.04% or higher;
- Possess alcohol while on duty, use, or be under the influence of alcohol;
- Refuse to submit to a required alcohol test;
- Refuse to submit to any test administered for the purpose of determining BAC.

Controlled Substance Prohibitions

Employees must not:

- Report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform his or her job duties;
- Refuse to submit to any test administered for the purpose of determining controlled substance use;
- Adulterate, substitute or dilute any required specimen.

TESTING

Pre-Employment

Conducted before applicants are hired.

Random

Conducted on a random unannounced basis.

- Tests must be unannounced and spread throughout the calendar year. Random selection could result in an employee being selected for testing more than once in a calendar year.

Reasonable Suspicion

Conducted when an employee's behavior or appearance is observed and that behavior is characteristic of alcohol misuse or the influence of controlled substances. The City will require that two (2) trained supervisors or department officials verify and document the behavior.

Post Accident

Conducted following every motor vehicle accident, which results in personal injury or more than \$5,000.00 in property damage. Should an employee require medical attention then that shall take precedence over the testing. However, alcohol testing must occur within two (2) hours after the accident. Drug testing must occur within thirty-two (32) hours after the accident. If unable to test as required above, documentation as to why testing wasn't done must be provided.

Return to Duty

Conducted prior to a return to duty after an individual has engaged in prohibited conduct regarding drug use and/or alcohol misuse; the employee shall undergo a "Return to Duty" drug test and/or alcohol test with a verified negative result, after completion of any recommended treatment program or action.

Follow-Up

Following a positive test and subsequent return to work, unannounced follow-up alcohol and/or drug testing will be required. A minimum of six (6) follow-up drug and/or alcohol tests will be administered in the first twelve (12) months. An employee may be subject to follow-up testing for up to sixty (60) months after return to duty upon the completion of any recommended treatment program or action made by the Substance Abuse Professional.

TESTING PROTOCOL

Testing for drugs will be conducted by urinalysis. A breath alcohol technician (BAT) using an approved breath-testing device will conduct testing for alcohol. In a post-accident testing mode a blood test for alcohol may be administered if a breath test is impractical. Further tests may be administered if required by law (e.g. blood alcohol test within 24 hours). If the employee tests positive, the MRO will provide the employee with a copy of the test results.

A qualified provider will conduct all drug and alcohol collections. Random drug testing will only be carried out on an employee's regular shift.

Drug Testing

Drug testing will be conducted by analyzing an employee's urine specimen. The analysis will be performed at laboratories certified and monitored by SAMHSA and DHHS. The employee will provide a urine specimen in a location that affords privacy; and the collector will seal and label the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification and integrity are not compromised. Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as "primary" and a "split" specimen. Both bottles will be sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has 72 hours to request the split specimen be sent to another SAMHSA/DHHS certified laboratory for analysis at the employee's expense. If the split specimen proves to be negative, the City will pay the expense. This split specimen procedure essentially provides the employee with an opportunity for a "second opinion". If the split specimen proves to be negative, the entire test result will be reported as negative and the specimens will be destroyed.

The Medical Review Officer (MRO) is responsible for:

Reviewing Positive Test Results

Positive test results will be reviewed and verified by a qualified MRO. The MRO shall examine alternate medical explanations for a positive test result. Pursuant to this responsibility, he/she may conduct a medical interview with individual, who may be accompanied to the interview by an attorney and/or union representative, review the individual's medical history or review any other relevant biomedical factors. If the Fire Fighter provides appropriate documentation and/or the MRO determines that there is a legitimate medical use of the prohibited drug or alcohol, and/or an alternate medical explanation exists, then the test results are reported as negative. A negative test result is not reviewable by the Employer.

The Notification Procedure

Upon a positive test result, the MRO must contact the employee directly on a confidential basis and determine whether the employee wants to discuss the test result in a medical interview. In making the contact the MRO must explain to the employee that if he/she declines to discuss the test result the MRO will verify a positive result.

The MRO must attempt to reach the employee using the day and/or evening phone numbers provided on the custody and control form (CCF), over a period of at least 24 hours using reasonable efforts.

Documenting the attempts to contact the employee with dates and times.

Contacting the Designated Employer Representative (DER).

TESTING STANDARDS

Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test:

	<u>Initial Test Level (ng/ml)</u>
Marijuana Metabolite	50*
Cocaine Metabolite	300
Opiates metabolites	2,000**
Phencyclidine	25
Amphetamines	1,000

*= Dependent upon laboratory set-up

**= 15 ng/ml if immunoassay specific for free morphine.

Concentration of drug at or above the following levels shall be considered a positive test result when performing a confirmatory GM/MS test on a urine specimen that tested positive using a technologically different initial screening method:

	<u>Confirmatory Test Level (ng/ml)*</u>
Marijuana Metabolite ¹	15
Cocaine Metabolite ²	150
Opiates:	
Morphine	2,000
Codeine	2,000
6-Acetylmophin ³	10
Phencyclidine	25
Amphetamines	500
Aethamphetamine ⁴	500

ALCOHOL TESTING

Confirming alcohol tests will be conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

Preliminary screening tests may be conducted by using approved instruments for administering field sobriety tests to licensed motor vehicle operators.

Two breath tests (in addition to the preliminary screening test, if used) are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.04% alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.04% or greater, a confirmation test must be conducted (not less than 10 minutes or more than 20 minutes after the first screening test). The employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are

¹ Delta-9 tetrahydrocannabinol-9-carboxylic acid

² Benzoylceoginine

³ Test for 6-AM when morphine concentrations exceed 2,000 ng/ml

⁴ Specimen must also contain amphetamine at a concentration of 200 ng/ml

* Test thresholds employed by DEA, effective 1999.

properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results.

TESTING PROCEDURES

Random Testing

Drug Testing

Employees will be tested at a designated testing facility.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home and remain there until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit a "Return to Duty" test with a verified negative result.

Alcohol Testing

Employees will be tested at a designated testing facility.

Upon receipt of a negative test result (under 0.04%), the employee will return to work.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home and will not return to work until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

Reasonable Suspicion

The "Reasonable Suspicion Procedure and Form" (Attachment A) is incorporated by reference. If the test result is positive, the form will be included in the employee's personnel file. If the test result is negative for the form will be discarded. Upon written request, a covered employee may obtain copies of any records pertaining to the covered employee's use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance tests.

Drug Testing

Employee must be transported to the testing facility. Upon completion of the testing the employee will be transported home until the results are received by the (DER).

Upon receipt of a negative test result the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be evaluated by the Substance Abuse Professional (SAP) and a recommendation will be made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

Alcohol Testing

The City will be responsible for transporting the employee to the collection facility and to the employee's home, if necessary.

Upon receipt of a negative test result, (under 0.04%) the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

Post Accident

Drug Testing

The City will be responsible for transporting the employee to and from the collection facility.

Until the City receives the test results, the employee will not be allowed to perform his or her job duties, although all salary and benefits will continue.

Upon receipt of a negative test result, the employee will return to full duties.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home without pay and will not return to work until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment and must submit to a "Return to Duty" test with a verified negative result.

Alcohol Testing

The City will be responsible for transporting the employee to and from the testing facility and/or home.

Upon receipt of a negative test result, the employee returns to work.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP), and a recommendation is made. Before returning to work, the employee must successfully complete the recommended course of treatment and must submit to a "Return of Duty" test with a verified negative result.

Follow-Up

Positive test results require the employee to submit to a minimum of six (6) follow-up tests for drug and/or alcohol use during the first 12 months following the initial positive test result. The Substance Abuse Professional (SAP) may also require follow-up tests up to 60 months after return to duty.

Test Results

All records are considered confidential and will not be shared with any person or agency not part of this procedure. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review officer (MRO), and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered employee is entitled to obtain copies of any records concerning his/her use of drugs or alcohol, including any test results. If a covered employee initiates a grievance, hearing, lawsuit, or other action, the City may release this information to the relevant parties. The employee will receive prior written notification of any person who receives his/her confidential information or records.

CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT

All covered employees must submit to drug and alcohol testing.

REFUSAL to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test result.

The following actions may also constitute a refusal:

- Failure to show up for any test within a reasonable time after being directed to do so by the employer.

0.04 or greater shall be suspended without pay for thirty (30) calendar days.

If an employee is unable to return to work after the suspension period due to treatment prescribed by a certified alcohol counselor (who determined he/she had an alcoholic illness), that member may be eligible for paid sick leave following the conditions of sick leave procedures as outlined in the collective bargaining agreement.

Following completion of the suspension period, the employee must pass an alcohol test (0.00) prior to having the suspension without pay lifted and returning to work.

DRUG TEST CONSEQUENCES

A positive drug test for a prohibited substance, which is not subject to a medical exception as defined herein will result in the immediate suspension without pay for fifteen (15) calendar days. The employer may take additional disciplinary action depending upon the circumstances. A second positive drug test at any time during an employee's tenure with the Glens Falls Fire Department shall result in immediate and automatic suspension for thirty (30) calendar days and shall not prejudice the City's right to pursue disciplinary charges seeking penalties up to and including termination.

DISCIPLINE FOR POSITIVE TEST RESULTS

Subject to the restrictions of this policy, the City has the right to discipline members who test positive for drug and/or alcohol use. In deciding the appropriate discipline and, if applicable, penalty, the City must consider the following factors: (1) Employee's work record; (2) Distinctions and/or honors bestowed in service; (3) Voluntary rehabilitation efforts; (4) Type of drug abused; (5) Evidence regarding the extent of use or misuse; (6) Prior history of abuse or lack thereof; and other factors deemed appropriate by the City. The City will issue a written decision addressing each of these factors before imposing any discipline.

Voluntary Treatment

Employees may voluntarily seek treatment, subject to the parameters of the EAP as discussed on page 3 of this policy, at any time before he/she is told to report to the laboratory for testing. Employees who voluntarily seek treatment for substance abuse under the auspices of the Employer Assistance Program shall immediately notify the EAP of their desire to participate in the program. The employee and the representative of the EAP shall meet as soon as possible for the purpose of discussion on entrance into the program. Any employee who has voluntarily sought treatment shall not be subject to any disciplinary actions, for that reason.

EXHIBIT "A"

APPENDIX A-1

A. If an employee while on duty exhibits a physical condition, conduct or pattern of erratic behavior which indicates that the employee is under the influence of an intoxicating substance, and the employee's supervisor has reasonable cause to believe, based on direct observation of use or based on observation of the employee's conduct, performance or behavior which indicates that the employee is under the influence of an intoxicating substance, or if the supervisor is provided with information from a reliable and credible source which is independently corroborated that the employee is engaging in use of or is under the influence of intoxicating substances while on duty or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug on duty, the supervisor shall make an oral report to the Fire Chief (or his designee).

B. The Fire Chief (or his designee) shall decide whether there is reason to investigate for purposes of ascertaining if available facts objectively indicate reasonable suspicion exists to pursue the inquiry, which may include meeting with the employee for purposes of providing the employee an opportunity to explain the conduct, performance or behavior. In the event such a meeting is going to be held, the Union President shall be advised and granted the opportunity to confer with the employee (and counsel if desired) prior to any meeting with or questioning by the Fire Chief (or his designee), but in no event shall the meeting be delayed for more than one (1) hour to accommodate the UFA representation. The employee may then request that the UFA representative and/or legal counsel attend the meeting.

The investigation of the employee's behavior shall be confidential with due consideration for the dignity and privacy of the employee.

C. If the Fire Chief (or his designee) decides that the employee should be referred for drug and alcohol testing, the following procedure shall be followed:

The Fire Chief (or his designee) shall complete the "reasonable suspicion" checklist form and sign it. The "reasonable suspicion" checklist which shall be used is attached hereto as APPENDIX A-2 and made a part hereof. In the event that the Fire Chief (or his designee) believes there is a reasonable suspicion and has signed the reasonable suspicion checklist indicating his belief that the employee is under the influence of alcohol or drugs, the UFA President (or his designee) shall be contacted and advised immediately. The UFA (and counsel if desired) shall be given the opportunity to present and consult privately with the member who may thereafter be ordered to submit to a drug and/or alcohol test and at the same time the employee and the UFA shall be given a brief verbal statement of the basis for reasonable suspicion checklist. Refusal to submit to the test shall be deemed a positive test. Refusal to cooperate during the testing procedure shall constitute grounds for disciplinary action.

D. The employee shall have the right to have a UFA representative present for collection of the sample. In no event shall collection be delayed for more than one hour to accommodate the presence of a UFA official.

APPENDIX A-2

**Reasonable Cause
Drug and Alcohol Testing Checklist**

SECTION ONE: (to be completed by Fire Chief or his designee)

Name of employee: _____

Rank: _____

Nature of incident/cause of suspicion: _____

Behavioral indications noted, if any: _____

Physical signs or symptoms noted, if any: _____

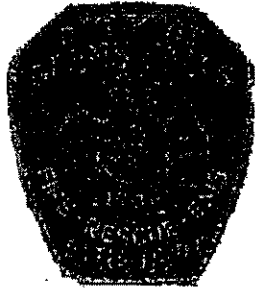
Witnesses, corroborations, etc.: _____

Has the employee taken any medication(s) in the past four weeks? _____

If yes, list medication(s), quantity and last date taken: _____

Signature of Fire Chief or designee: _____

Date: _____



GLENS FALLS FIRE DEPT
EMS POLICY NO. 00001--07
DATE: October 17, 2006
Re: ALS STAFFING
Page 1 of 2

PURPOSE: OPERATIONAL GUIDELINES

SUBJECT: STAFFING

It is the intention of the Glens Falls Fire Department to maintain a minimum of one Advanced Life Support Technician (ALS Tech.) on duty at all times. The reason is to fulfill the commitment to the citizens of Glens Falls by providing the level of care that they are accustomed to.

- a. Advanced Life Support Technicians will be divided equally (as possible) among the crews.
- b. Replacement of all personnel will be in accordance with the agreement between the City and the Union. With this, it is recognized that there will be times where the last remaining ALS technician will become unavailable for duty, the following procedures shall be followed in these incidences:
 1. Call all ALS personnel who are certified as a CCT or higher. This call in shall follow the call in order established by the current firefighters contract. Firefighters shall be called first than officers to fill these vacancies.
 2. If the entire vacancy can not be filled by one ALS technician it may be necessary to use multiple personnel to fill that position. (split shifts)
 3. Accepting over time to work as an ALS technician, will not effect a technician position on the normal over time rotation roster.
 4. If after all other means have been exhausted, an on duty officer may be used to fill the ALS

Appendix E