

AGREEMENT

BETWEEN

GREENVILLE FIRE DISTRICT

AND

GREENBURGH UNIFORMED FIREFIGHTERS ASSOCIATION

LOCAL 1586 I.A.F.F.

JANUARY 1, 2010 through DECEMBER 31, 2012

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Agreement, made as of this first day of January, 2010, between the GREENVILLE FIRE District, Town of Greenburgh, Westchester, New York (the "District") and the GREENBURGH UNIFORMED FIREFIGHTERS ASSOCIATION, LOCAL 1586 I.A.F.F., (the "Association").

ARTICLE I. Recognition and Agency Fee

- 1.1 The Board of Fire Commissioners of the District ("Board") recognizes the Association as the exclusive representative of all full-time firefighters.
- 1.2 The Association agrees that it does not and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.
- 1.3 This Article shall continue in full force and effect for the maximum period permissible by law.
- 1.4 The District does hereby agree to an Agency Fee. Each employee who is not a member of the Association will pay each month a service charge toward the administration of this agreement and the representation of such employee. The service charge shall be certified to the District by the Association. The District shall deduct such in the same manner the membership dues are deducted. The amount collected for the Agency Fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization for activities and causes of political or ideological nature except as incidentally related to terms and conditions of employment. The Association shall establish appeal procedures for employees challenging the Agency Fee.

ARTICLE II. Salaries

2.1 The following salary schedules shall be in effect during the term of this agreement:

	<u>2010</u>	<u>2011</u>	<u>2012</u>
Grade 5-first year	\$40,819	\$42,452	\$44,150
Grade 4-second year	\$50,774	\$52,805	\$54,917
Grade 3-third year	\$69,434	\$72,211	\$75,099
Grade 2-fourth year	\$79,737	\$82,926	\$86,243
Grade 1-fifth year	\$90,041	\$93,643	\$97,388

2.2 When a firefighter achieves the rank of Firefighter First Grade Salary the anniversary date for salary purposes becomes January 1st. For all ranks other than Firefighter 1st Grade, the anniversary date for salary purposes will be their date of hire.

2.3 When a firefighter serves out-of-title for an entire shift, he/she shall be paid the starting salary of the rank in which he/she actually serves. The additional pay to which shall be entitled by reason of this section shall be paid monthly.

2.4 "Shift" as used in this agreement means an 8 hour tour for an employee regularly assigned to work days, or a ten hour day tour or a fourteen hour night tour for an employee regularly assigned to work rotating shifts. As of January 1, 2004, for any member assigned to work rotating shifts, his/her tour will consist of a ten (10) hour day tour followed immediately by a 14 hour night tour.

- 2.5 The District will provide the New York State Deferred Compensation Plan, and agrees to pay the administration costs for any member who chooses to be so enrolled.
- 2.6 The District will provide direct deposit, and agrees to pay the administration costs for any member who chooses to be so enrolled.

ARTICLE III. Hours

- 3.1 The regular work week shall be an average of 40 hours.
- 3.2 Subject to Section 3.3, working schedule shall be determined by and may be changed from time to time by the Board, in its discretion, after the change has been discussed with the Association.
- 3.3 Effective January 1, 2004, the work schedule for firefighters will be a ten (10) hour shift from 7:55 AM to 5:55 PM, followed immediately by a fourteen hour shift from 5:55 PM to 7:55 AM, or until properly relieved which shall be followed by seventy-two (72) hours off.
- In the event that the firefighter due to sickness or injury, is unable to perform fire fighting duties, he/she may be temporarily taken off the rotating shift schedule, but shall be reassigned to such schedule, upon submission of satisfactory evidence to the Board, that he/she is able to perform fire-fighting.
- 3.4 Any firefighter who voluntarily covers, or is ordered to work "Departmental Training Days" shall be compensated at the rate of time and one half their regular rate for such time worked.

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- 3.5 A maximum of twenty-one (21) shifts per year per firefighter shall be granted for mutuels subject to the approval of the charge captain. No mutuels shall be granted which result in triples. Any denial of mutuels shall be subject to grievance to the Board of Fire Commissioners only.

ARTICLE IV. Overtime

- 4.1 Except as provided in Section 4.2 and 4.3, overtime shall be paid on the basis of straight time computed at 2,080 man hours per calendar year and at the firefighter's yearly salary in effect at the time of the earning of overtime. No overtime shall be paid for time spent at courses, seminars, or any other educational activities except as specifically provided in Article XV, or as may be authorized by the Board of Fire Commissioners.
- 4.2 All "next shift" overtime caused by illness shall be paid at the rate of time and one half of the firefighter's hourly salary at the time overtime is worked. "Next shift" shall be defined as the ill firefighter's next scheduled shift.
- 4.3 When a firefighter is called back to duty, the call back will be for a minimum of four (4) hours. A call back shall be defined as time ordered by the officer in charge of the Department, or other authorized personnel. Time and pay for call back shall be computed as provided in Section 4.1, at the rate of time-and-one-half the hourly equivalent of the firefighter's yearly salary in effect at the time of the call back.
- 4.4 When a firefighter is held over after the completion of his/her regular shift, overtime pay will be computed at time-and-one-half as computed in Section

4.3 when he/she is either (i) engaged in a numbered alarm report; or (ii) where the hold-over for any reason continues for more than four (4) hours. Hold-over time shall be paid only for hours worked with no minimums. Overtime pay for non-firefighting hold-overs which continue for four (4) hours or less shall be computed as provided in Section 4.1.

4.5 Firefighters reporting voluntarily in response to an alarm will work and be paid at the discretion of the officer in charge of the Department at straight time at the rate in effect at the time of such reporting.

4.6 Overtime shall be paid as soon as administratively possible after earned.

4.7 Notwithstanding anything to the contrary provided elsewhere in this Agreement, each firefighter shall attend the annual inspection unless he/she is on vacation or is excused from attendance by the District. Time spent in attendance at the annual inspection does not constitute hours worked and firefighters shall not be paid for such time.

ARTICLE V. Holidays

5.1 The Holidays recognized under this Agreement are:

New Year's Day	Easter Sunday	Columbus Day
M.L. King's Birthday	Memorial Day	Veterans Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day

Each firefighter shall be entitled to compensatory time off for each of the above holidays which occurs while he/she is in the employ of the District, regardless of whether or not he/she works on the holiday.

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- 5.2 Holiday compensatory time off shall be scheduled in accordance with the rules of the Board relating thereto and with regard for the work and coverage requirements of the District. Subject to the foregoing, holiday compensatory time off may be taken at the times desired by the individual firefighter, provided further that minimum firefighting coverage will be available, and provided further that not more than one firefighter on a shift shall take holiday compensatory time off or vacation at the same time.
- 5.3 Each firefighter may elect to receive holiday pay in lieu of holiday compensatory time off. Holidays can be turned in for pay as earned, and will be paid as soon as administratively possible. Holiday pay shall consist of 12 hours pay.
- 5.4 Any firefighter who works three (3) consecutive months commencing January 1st, April 1st, July 1st, and October 1st of each year of this contract, without interruption due to illness shall be entitled to twelve hours pay during the subsequent three month period.

ARTICLE VI. Vacations

- 6.1 To be eligible for vacation in any calendar year, firefighters must have completed twelve (12) months service with the District.

6.2 Eligible firefighters shall be entitled to vacation as follows:

1st vacation	6 working shifts	3 days and 3 nights
2nd, 3rd & 4th vacations	9 working shifts	4 days and 4 nights + 1 extra working day or night
5th vacation	13 working shifts	6 days and 6 nights + 1 extra working day or night
6th vacation	14 working shifts	7 days and 7 nights
7th - 10th vacations	15 working shifts	7 days and 7 nights + 1 extra working day or night
11th -15th vacations	18 working shifts	9 days and 9 nights
16th vacation	21 working shifts	10 days and 10 nights + 1 extra working day or night

6.3 Vacation time off shall be scheduled in accordance with the rules of the Board relating thereto. Before the Board makes effective any changes in its rules relating to vacations, the proposed changes shall be discussed with the Association. Vacations will, so far as practicable, be granted at the times most desired by firefighters (preference being given in order of service); but the final determination of vacation periods shall be made by the Board, and when necessary may be changed by the Board, to insure that firefighting coverage is adequate at all times.

6.4 In the event a member of the unit is hospitalized or confined to home during their vacation period as a result of a 207-a line-of duty injury, such firefighter shall be permitted to reschedule that portion of the vacation which could not be taken. If the firefighter is out the entire calendar year, however, the vacation need not be rescheduled.

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ARTICLE VII. EMT Certification

Firefighters who hold a valid New York State EMT-D Certification shall be compensated at 3% above their gross salaries. No other compensation shall be paid for time spent by firefighters to secure or maintain the EMT Certification contained herein. In the event that a firefighter's certification shall expire, compensation shall continue for a period of six (6) months provided that said firefighter has enrolled in a recertification course.

ARTICLE VIII. Leaves

- 8.1 Bereavement Leave - Firefighters shall be entitled to five (5) calendar days of bereavement leave in the event of the death of an immediate family member. Such family member shall be defined as a firefighter's spouse, parent, child or sibling. Firefighters shall be entitled to one (1) day of bereavement leave if necessary in the event of the death of a grandparent to attend the funeral for the deceased. Bereavement leave for relatives who are not members of the immediate family or additional bereavement leave may be granted at the discretion of the Chief.

- 8.2 Emergency Leave The Chief or the Assistant Chief, in their sole non-grievable discretion, may grant leave with pay for unforeseen emergency circumstances that arise during a firefighter's tour of duty that would require the presence of the firefighter (e.g. an child in an accident who was taken to the hospital). If the Chief or Assistant Chief cannot be contacted, such leave shall be granted by the Captain in charge.

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8.3 Jury Duty Members of the unit will be relieved with pay for those hours necessary to serve on jury duty their attendance is required during their regularly scheduled tour (not a mutual). Such leave time will include adequate time for travel to and from jury duty. Members of the unit will remain on duty until they must leave for such service and will return to the firehouse when they are released from jury duty.

Such released time will be for a maximum of 80 hours in any calendar year, excepting grand jury service. Additional jury duty time may be granted upon the discretion of the Chief.

Members of the unit shall provide as much written notice as possible to the Chief or his designee and provide verification of having served.

Members of the unit shall use the night before call-in system, if available.

All fees paid to the employee shall be endorsed over to the District, with the exception of when an employee appears for jury duty on his/her regularly scheduled day off or on a day they are not released from duty.

Reimbursement for mileage, tolls, parking and/or meals paid for while on jury duty shall be retained by the employee.

ARTICLE IX. Retirement and Insurance

9.1 The District shall contribute the full cost of retirement benefits pursuant to Sections 384 and 384-e of the Policemen's and Firemen's Retirement System Act (the "Act") or, if a firefighter is eligible therefore and has so elected, pursuant to Section 375 (g) of the Act.

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- 9.2 Benefits provided in accordance with Section 9.1 to firefighters who retire after the effective date of this Agreement shall be based upon Final Average Salary as defined in Section 302, Subdivision 9, paragraph (d) of the Act.
- 9.3 The District shall contribute up to a maximum of \$1365.00 annually, per participant, towards a dental plan.
- 9.4 **Medical Insurance** The District agrees to provide the full cost of the New York State Health Insurance Program, known as the "Empire Plan", (core plus enhancements) for the members of the unit and their dependents. The District shall have the right after notice to, and discussion with the Union to discontinue participation in the "Empire Plan" and to select a different health insurance provider, so long as the benefits are substantially equivalent to the "Empire Plan".
- 9.5 Firefighters shall have the ability to option out of the medical plan provided by the District due to having parallel coverage. Firefighters who elect to option out of the District's medical plan shall receive a \$1000 stipend provided they remain uncovered by the District's plan for a period of twelve consecutive months. Such payments shall be made at the end of the twelve (12) month period and annually each twelve (12) months thereafter, provided the member remains uncovered under the District's plan. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than twelve (12) months, no payment shall be made.

- 9.6 The District will provide each firefighter \$100,000 of term life insurance with a maximum cost to the District of \$450 per firefighter per year.

ARTICLE X. Grievance Procedure

- 10.1 The purpose of the grievance procedure is to provide an orderly way for the submission, review and settlement of grievances which may arise.

Every firefighter has the right to discuss, with his/her superior officer, any matter regarding questions, problems or grievances which may arise. The firefighter may present his/her grievance alone, with another firefighter or with a representative of the Association from within the Department. A grievance shall be filed within thirty (30) calendar days following the event which gave rise to the grievance.

- 10.2 The grievance procedure shall consist of a first and second step and an appeal step.

Step 1: The first procedural step shall commence with the firefighter presenting his/her grievance on a formal written basis to the immediate superior officer. This meeting shall take place at a time designated by the superior officer within ten (10) days from receipt of the written grievance. The officer shall render a written decision with explanation or determination to the firefighter within ten (10) days of their meeting.

Step 2: If such determination does not satisfactorily resolve said grievance; the firefighter, upon prior written approval by the Association's

Greenville Vice President or Greenville Trustee, shall submit to the Chief a written statement within ten (10) days of the receipt of the written decision of the superior officer. This statement shall describe the specific nature and facts pertaining to the grievance.

Thereafter, the Chief of the Department shall schedule a meeting to be held within fifteen (15) days of submission of the written statement. The firefighter and his/her representative from within the Association may present any verbal and written statements and contentions supporting the grievance at this meeting.

Within ten (10) days following the conclusion of the hearing, the Chief shall render a written decision to both the aggrieved firefighter and the Board. If the aggrieved firefighter is not satisfied with the Chief's decision, he/she may proceed to the Appeal step.

Appeal: Any firefighter may, within twenty (20) days, appeal to the Board, or a grievance committee appointed by the Board, from the Chief's written determination. The firefighter shall be granted a hearing on such appeal and the firefighter shall have the right to be represented in such a hearing by a representative from within the Association, or a representative designated by the Association. The Board of Fire Commissioners shall schedule a hearing within thirty (30) days of the request for an appeal. Any such hearing may be conducted by the Board, or by the Board's designated committee, consisting of no less than two Board members. The Board or its designated committee

shall render a written report thereon to the entire Board within thirty (30) days of the hearings conclusion. The Board shall thereafter render its written decision. The written decision shall comprise a statement of the Board's findings of fact, conclusions and decisions. The Board will send a copy of its' decision to the firefighter, his/her representative if any, and the Chief of the Department within two (2) weeks after the next scheduled monthly meeting of the Board at which the decision was approved by the Board.

ARTICLE XI. Arbitration

- 11.1 Should any differences arise between the Board and the Association and/or firefighters concerning the meaning, application or interpretation of this Agreement, remain unresolved after presentation to, and processing through, the grievance procedure, either the Board or the Association may submit such difference to arbitration by serving notice on the other within thirty (30) working days following the Board's decision.
- 11.2 The arbitration shall be conducted in accordance with the Labor Rules of the American Arbitration Association by an impartial arbitrator, to be mutually agreed upon by both parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral to arbitration, the American Arbitration Association (AAA) shall be requested to name an arbitrator under its rules and procedures.

- 11.3 The fees and expenses of the arbitrator shall be borne equally by the parties. The Board and the Association shall bear the expense of their respective witnesses and any other expenses they may incur.
- 11.4 The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

ARTICLE XII. Association Activities

- 12.1 With the permission of the officer in charge, Association officers from within the Department may conduct Association business during working tours, provided that the conduct of such business shall be kept to a minimum and shall in no event interfere with the performance of normal duties.
- 12.2 Association officers and duly elected delegates shall be permitted time off not to exceed an aggregate of nine (9) working tours per year to attend conferences, meetings or conventions called by or relating to Association affairs; provided that at least 24 hours notice of the time off requested shall be given to the District. Not more than one Association Officer or delegate shall be relieved from duty on any one working tour pursuant to this Section.
- 12.3 Association Release Time An Association representative may be released from duty to attend the monthly Union meetings and Executive board meetings of the Union, provided adequate manpower (a full crew) is on duty. Such released time will not be deducted from the 9-day entitlement provided in Article XII. The Union official shall remain available for, and respond to,



emergencies. The Union official shall remain in contact with the Fire Department and be reachable at all times.

ARTICLE XIII. Health and Safety Committee

There shall be a joint committee, of approximately two (2) members appointed by the District and two (2) members appointed by the Association, who shall meet when deemed necessary by either party for the purpose of discussing issues of health and safety. The purpose of this committee is to encourage full discussion of issues concerning health and safety. It is to meet and attempt to reach consensus as to approaches to encourage a healthy and safe working environment.

This committee is not intended as a substitute for the grievance procedure nor is it intended, in any way, to set forth obligations upon either the District or the Association. Instead, it is designed for dialogue and discussion concerning an important issue for both labor and management.

ARTICLE XIV. Uniforms

14.1 Each new firefighter shall be furnished with five (5) complete sets of work uniforms at the commencement of his/her employment and with three (3) additional complete sets of work uniforms upon completion of probationary period. Each year thereafter all firefighters who completed their probationary period prior to such year shall be issued three (3) complete sets of work uniforms plus three (3) T-shirts per person.

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- 14.2 Each new firefighter, upon completion of their probationary period, and each other non-probationary firefighter shall be furnished with one (1) pair of low cut work shoes each year. In lieu of receiving such pair or shoes, a firefighter may elect to purchase a brand of shoe other than that furnished by the District, in which event the firefighter shall be reimbursed for the purchase price of one (1) pair of such other brand of shoe, but not more than the purchase price of the brand of shoe furnished by the District. Any firefighter who in any year fails to regularly wear such shoes while on duty shall not be entitled to receive shoes, or reimbursement therefore, in any subsequent year during the term of this Agreement.
- 14.3 Each new firefighter shall be furnished with one (1) full dress uniform upon completion of their probationary period.
- 14.4 Full dress uniforms may be replaced at the discretion of the Chief and/or the Board of Fire Commissioners.

ARTICLE XV. Education Benefits

- 15.1 A fund will be established, not to exceed a total yearly amount of \$20,000 for the entire Department, for the purposes of reimbursement of tuition, books, supplies and expenses related to course work. This fund is to apply only to courses, classes and seminars that are specifically fire related and will be of a benefit to the District. The approval of all course content shall be at the sole non-grievable discretion of the Board. In no circumstance will this fund be available for any college programs beyond that of a Bachelor's Degree. A procedure for timely submission of requests for tuition shall be established

by the Board. Firefighters shall not be arbitrarily or capriciously denied access to a previously approved course, class or seminar. Subject to the guidelines above any firefighter enrolled in educational programs, college or otherwise, shall be reimbursed for the course and books at one hundred (100) percent of the total cost. Both tuition refund and book reimbursement shall be contingent upon the firefighter attaining a passing grade.

- 15.2 If an approved seminar, workshop, EMT course or non-graduate college class occurs while a firefighter is scheduled to work, the firefighter may be relieved from their regular duties for the time needed to attend such seminar, workshop or college class provided it does not in the opinion of the District, adversely affect the Department.

If such seminar, workshop or EMT course (other than college course work) occurs while a firefighter is not scheduled to work, the firefighter shall be entitled to compensatory time at straight time for the time spent attending the course under the following conditions:

- a) Should overtime be required to fill the firefighter's slot, such overtime shall be at straight time;
- b) No compensatory time shall be provided for attendance at any courses related to EMT or EMT-D certification or recertification as this is the basis for EMT addition to salary;
- c) A maximum of seventy-two (72) hours, including days and nights, per calendar year may be provided to any member of the unit;

d) Such compensatory time must be utilized within twelve (12) months from the time it was earned;

e) Compensatory time cannot be traded in for dollars.

ARTICLE XVI. Taylor Law Notice

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII. Disciplinary Proceedings

- 17.1 In the event the District proposes removal or other disciplinary action against a firefighter, and such action is covered by Section 75 of the Civil Service Law, the hearing upon the charges preferred against the firefighter shall be conducted by a single hearing officer to be selected by the Board from the panel established pursuant to Section 17.3.
- 17.2 A copy of the charges brought against a firefighter shall be given to the President or one of the officers of the Association within twenty-four (24) hours of service on the firefighter.
- 17.3 The Panel referred to in Section 17.1 shall consist of an impartial arbitrator, mutually agreed upon by the parties. In the event that the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral to

arbitration, the American Arbitration Association (AAA) shall be requested to name an arbitrator under its rules and procedures.

- 17.4 The initial hearing shall be scheduled within eight (8) days after the firefighter against whom charges have been preferred has answered the charge in writing or, if he/she has not submitted a written answer within that time, not less than nine (9) nor more than thirteen (13) days after he/she was furnished with written notice of the proposed disciplinary action and reasons therefore. These time limits may be extended when necessary because of the unavailability of any Panel member to serve as a hearing officer.
- 17.5 Hearings shall be conducted in accordance with Section 75 of the Civil Service Law. The hearing officer shall, insofar as possible, make and submit his/her determination upon the charges within three (3) days after the conclusion of the hearing or hearings.
- 17.6 Any firefighter required by the Board or the Chief of the Department to attend a disciplinary hearing shall be paid for time so spent (rounded up to the nearest full hour) at his/her applicable straight time hourly rate unless he/she is found guilty of at least one of the charges.

ARTICLE XVIII. Physical Examinations

- 18.1 A complete physical examination for each firefighter will be administered yearly and each firefighter will receive a copy of such physical examination. Each firefighter will also have the option to release a copy of the physical exam and EKG to the Chief of the Greenville Fire District which will be kept



in a locked place and only used in a case of medical emergency. The release of the physical exam data and EKG to the Chief of the Greenville Fire District and subsequent release to medical authorities during a medical emergency must be in writing from the firefighters so desiring it.

ARTICLE XIX. 207A Procedure

19.1 Statement of Intent

This procedure is intended to regulate, after the effective date set forth in Section 16, the application for, award, continuation, discontinuation and modification of benefits for Greenville Fire District personnel represented by Local 1586 of the IAFF Greenburgh Uniformed Firefighter's Association, Inc. or other paid Firefighters of the Greenville Fire District (Member), under Section 207A of the General Municipal Law (GML 207A). This procedure is not intended to limit, supplant, eliminate, restrict or otherwise modify legal requirements, prohibitions, entitlements or rights, whether conferred by statute or case law, nor to expand in any way those requirements, prohibitions or rights to the extent that they are inconsistent with this procedure.

19.2 Notification of Injury or Illness

In the case of any injury or illness incurred in the performance of duty which requires medical care and treatment or which disables a member from his/her assigned duties, whether regular or light duty, shift or otherwise, the member shall immediately notify the shift officer or the Chief. The shift



officer will then, prior to the end of his/her shift, prepare, assist in the preparation with the member, or have the member prepare a written Accident/Injury Report, and file same with shift report as well as the daily Department Log.

19.3 Application for Benefits

Application for GML 207A benefits for a member may be made by any person.

19.4 Timeliness

An application shall be deemed "untimely" unless it is made within sixty (60) days after the date of the injury or illness or within sixty (60) days after the member discovers or should have discovered, the injury or illness or within sixty (60) days after the member received first medical treatment of an injury or illness about which notification was given properly under Section 2 of this procedure. The Chief may, in his/her discretion, excuse a failure to make an application within the sixty (60) day period upon a showing of good cause. Where the District raises an issue of timeliness, the burden of proof to show the application was made timely rests with the member.

19.5 Application Form

The application must be made in writing on a form available from the Secretary of the Fire District. (Specimen of such form is attached hereto and made a part hereof).

19.6 Medical Examinations

After the filing of said application, the member may be required to submit to one or more medical examinations for treatment and/or evaluation, with the cost of such examinations to be borne by the Fire District. Nothing contained herein shall limit the members rights and privileges with respect to his/her medical treatment.

19.7 Initial Determination by Chief

The Chief shall have the exclusive authority to initially determine the member's eligibility for benefits under GML 207A. Prior to doing so, the Chief shall conduct an investigation of the facts concerning the application and to request the release of the member's past medical application and to request the release of the member's past medical record relevant to the injury or illness claimed. The Chief shall render a written decision on the application within six (6) months after receipt of all necessary information. A copy of the decision shall be mailed to the member at the address specified on the application.

19.8 Time Charged

Pending the initial determination by the Chief, time off from the member's work assignment shall be "unassigned sick leave". Following the Chief's determination, all time taken including that initially charged to "unassigned sick time" shall be charged based on the Chief's determination.

19.9 Request for Further Evaluation by the Board

If the decision of the Chief is that the member is not eligible for GML 207A benefits, then at any time within thirty (30) days from the date of such decision, the member may serve by mail or by personal service to the Fire District Secretary a written demand upon the Board of Fire Commissioners for further evaluation of the application. The demand shall contain the reasons why the member believes further evaluation of the application is necessary.

19.10 Determination by the Board

Upon receipt of a timely written demand for further evaluation of the GML 207A claim, the Board of Fire Commissioners or its designee shall obtain from the Chief all information provided in the application and all information obtained by the Chief pursuant to Section 7 of this procedure. The member may submit additional written information concerning the GML 207A application to the Board of Fire Commissioners or its designee. The Board of Fire Commissioners or its designee may require the production of the additional information concerning the claim and/or may conduct an informal conference with the member or with the Chief. The Board of Fire Commissioners or its designee shall render a written decision on the GML 207A application no later than sixty (60) days after receipt of the demand.

19.11 Arbitration Shall Be As Defined in Article XI, except that the individual member demanding arbitration for 207a shall split the cost of the arbitration with the District. In addition, the individual member demanding arbitration shall bear his/her own attorney's cost.



19.12 Discontinuation or Modification of Benefits

The Chief may periodically review cases of members receiving GML 207A benefits for the purpose of determining whether a member continues to be entitled to such benefits, and may from time to time require a member to submit to a physical examination by a physician.

Upon receipt of a report from the designated physician that the member is able to perform the duties of his/her position or to perform a light duty assignment, the Chief shall notify the member of a change in status. The Chief shall cause service of a written notice of same setting forth the effective date and particulars thereof and a copy of the physician certification to be made upon the member.

If the member disagrees with the notification, he/she may serve upon the Board of Fire Commissioners within thirty (30) days after the date of the Chief's notice, written appeal for review of the determination, specifying the basis for the demand. Thereafter, the member's right to review the Chief's determination shall proceed as set forth previously in Sections 9 and 10.

19.13 Severability

In the event that any portion of this procedure is found to be invalid by a decision of a tribunal or court of competent jurisdiction, then such specific section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon issuance of a decision invalidating any section or portion of this procedure, either party shall have

the right to reopen negotiations with respect to a substitute for such invalidated section or portion of this procedure.

19.14 Representation

A member at his/her own expense may have a representative of his/her choosing at any stage of this procedure.

19.15 Effective Date

This procedure shall take effect on May 15, 1995 and shall apply to any application for GML 207A benefits based upon any injury or illness first incurred on or after that date.

ARTICLE XX. Duration and Reopening

20.1 This Agreement constitutes the complete agreement between the parties.

20.2 The parties agree that they have fully bargained with respect to wages, hours and other terms and conditions of employment and have settled all of same for the term of this Agreement in accordance with the terms and conditions of this Agreement. All the proposals made by the parties during the negotiations which preceded the execution of this agreement are hereby dropped.

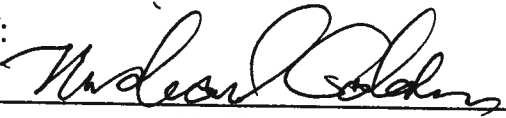
20.3 Unless otherwise specified in this Agreement, this Agreement shall be effective January 1, 2010 and shall remain in full force and effect to and including December 31, 2012, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other, in writing, by certified mail, by July 1st the final contract year, of its desire to make changes therein or to terminate this Agreement.

- 20.4 If notice is served pursuant to Section 20.3 of this Article, the Association shall specify all its proposals (both budgetary and non-budgetary items) in writing and shall supply them to the Board of Fire Commissioners on or before July 15th. The Board shall specify all its proposals (both budgetary and non-budgetary items) on or before August 15th.
- 20.5 Following service of all proposals as aforesaid, the parties shall bargain in good faith in an attempt to resolve such differences as many exist between them with respect to those proposals.
- 20.6 If such differences are not resolved by November 30, either party may declare in writing that an impasse exists and so inform PERB.
- 20.7 The Association's right to representation shall be governed by Article I and shall not be affected by this Article.

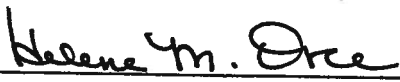
BP

GREENVILLE FIRE District

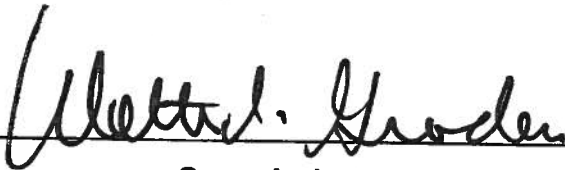
BY:



Chairman - Board of Fire
Commissioners



Commissioner

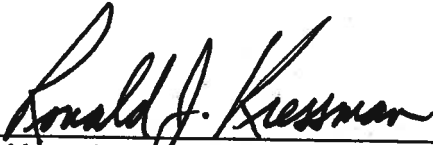


Commissioner

**GREENVILLE UNIFORMED
FIREFIGHTERS ASSOCIATION**



Negotiating Committee Member
(President)
Greenville Executive Vice President



Negotiating Committee Member
GUFA Local 1586 President



Negotiating Committee Member

BP

GREENVILLE FIRE DISTRICT

**APPLICATION FOR GML-207-A
DISABILITY BENEFITS**

NAME OF APPLICANT: _____

DATE: _____

NAME OF PARTY SUBMITTING APPLICATION: _____

DATE: _____

IN ACCORDANCE WITH ARTICLE XIX OF THE AGREEMENT BETWEEN GREENVILLE FIRE DISTRICT AND G.U.F.A., I HEREBY APPLY FOR BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW BASED ON THE FOLLOWING:

A. Injury sustained in the performance of duty

In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the injury including the date, time and place where the injury occurred, a brief discussion of the nature and extent of the injury, list the names and addresses of the medical care providers (including hospitals) who may have treated you to date and also include the names and ranks of any other members who may have witnessed the incident. Attach any available documents with information relevant to the injury, including a copy of the Accident/Injury Report, if any, submitted to the Chief.

BP