

Collective Bargaining Agreement



Between the

**Ridge Road Fire District
&
Greece Uniformed Fire Officers Association
Local 4640**

January 1, 2009 through Dec 31, 2011

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**Article 1
Preamble**

This agreement is between the Ridge Road Fire District (hereinafter the “Fire District” or “Employer”) and the Greece Uniformed Fire Officers Association, Local #4640, International Association of Fire Fighters, AFL-CIO (hereinafter the “Union”). The purpose of this agreement is to set forth the wages, hours and terms and conditions of employment for those persons employed by the Fire District on a full-time basis who occupy the Civil Service and district classification of Captain or Lieutenant, which employees are identified as “Officers” or “Members”. This agreement is also intended to provide a procedure for the resolution of any differences or disputes regarding the application or interpretation of this agreement.

**Article 2
Recognition**

The Fire District recognizes the Union as the exclusive negotiating representative for all full-time paid officers with the Civil Service classification and district designation of Captain and Lieutenant excluding all other employees, including the District Chief, Deputy Chief, Battalion Chiefs, Firefighters, laborers, office and clerical staff.

**Article 3
Union Security**

- 3.1 As required by law, this is an Agency fee agreement, under which all bargaining unit members are required to pay a uniform amount as representation costs, whether or not he/she chooses to become or remain a member of the union.
- 3.2 The Union shall maintain a procedure, which provides for the refund to any officer demanding the same of his/her pro-rata share of the expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- 3.3 Agency fee deductions and membership dues, fees and assessments for those who are Union members and have executed written authorizations, shall be deducted monthly and forwarded to the Secretary/Treasurer of the Union not later than the fifteenth (15th) day of the following month.
- 3.4 Upon receipt by the employer of a written revocation of dues deduction authorization, the Fire District shall honor the same, but shall thereafter commence with the deducting of the required Agency fee.
- 3.5 The Fire District shall be responsible for the deduction of fees and dues in accordance with the provisions of this Article, and the Union shall defend and hold harmless the Fire District against any claim arising out of said deductions and transmittal of dues and fees to the Union.

Article 4
Management Rights

- 4.1 The Fire District retains the sole right to manage its business and services and to direct the working force, including but not limited to, the right to decide the number and location of its service operations to be conducted and rendered and the methods, process and means used in operating its services and the control of the buildings, real estate, materials and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in supplying its services shall be performed by officers covered by this Agreement; to maintain order and efficiency in all work assigned, including the right to discipline, suspend, and discharge officers; to hire; lay-off, assign, transfer, promote and determine the qualifications of officers; to determine the start and quitting time and the number of hours to be worked; to promulgate and enforce rules and regulations for the conduct of officers; subject only to such specific limitations governing the exercise of the foregoing and any other right the Fire District may have as are expressly provided for in this Agreement.
- 4.2 The above rights of the Fire District are not all-inclusive, but indicate the types of matters or rights, which belong to and are inherent to the Fire District through its Board of Fire Commissioners. Any and all rights, powers and authority held by the Fire District prior to entering into this Agreement, including all common law management rights and prerogatives, as well as rights arising under the laws of the State of New York or the United States, are retained and preserved by the Fire District, except as expressly and specifically abridged by the Fire District and abridged, delegated, granted or modified by a specific provision of this agreement.
- 4.3 The failure to exercise a particular management right or function, or the exercising of such right or function in a particular manner, shall not constitute a waiver of the Fire District's right to exercise such management right or function in any manner not in conflict with a specific provision of this Agreement.

Article 5
Discrimination

- 5.1 All references to officers in this Agreement designate both sexes, and wherever the male gender is specified, it shall be construed to include both male and female officers.
- 5.2 The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, national origin, marital status, arrest record, sexual orientation or non-job related disability, as provided under federal and state laws and regulations. In the event of a claim by an officer of unlawful discrimination, the officer may utilize the grievance procedure herein, provided, however, that no such claim may be submitted to arbitration; rather, if unresolved, the claim shall be submitted to the state or federal agency having jurisdiction.

- 5.3 There shall be no discrimination by the Union or Fire District because any unit member has participated in or refrained from any activities on behalf of, or membership in, the Union. In the event of a claim of such discrimination, the matter shall be subject to the exclusive jurisdiction of the NYS Public Employees relations Board.

Article 6
Union Business

- 6.1 The President of the Union and his/her designee shall be allowed a combined maximum of one hundred (100) hours as release time without loss of pay for the following purposes; local, state and national Union meetings, conventions, or seminars; grievance hearings, PERB proceedings or other legal matters involving the Union. The Chief will be provided with a written request from the President ten (10) calendar days in advance of the leave request, specifying the dates and time needed and the names of the officers to be released. The Chief may grant leave upon less than ten (10) days notice at his discretion. Additional time off may be granted at the discretion of the Chief.
- 6.2 The Union will be allowed the exclusive use of a bulletin board in each fire station for official Union communication. Materials placed on such board shall not contain any material derogatory of the Union or the District, their policies, procedures or personnel.
- 6.3 The Union shall be allowed the use of the Annex facility for union business or other union activities as long as it does not interfere with the official business of the district.

Article 7
Union Seniority & Notification

- 7.1 Member seniority shall be based on time in rank followed by the date of original full-time continuous employment with the Ridge Road Fire District. The Fire District shall establish and provide to the Union a current seniority list, which shall be updated as necessary. In case of any conflict with the Civil Service Law, the requirements of the law will control.
- 7.2 The Union President shall be notified of a serious injuries or death concerning a unit member on a timely basis.
- 7.3 Group changes, that are non-urgent, shall require written notification to the affected officer(s) a minimum of thirty (30) days prior to the effective change. However, if the affected officer(s) and the District Administration mutually agree upon such change(s), the notification requirement may be waived.

Article 8
Rules and Regulations

- 8.1 The Board of Fire Commissioners retains the sole discretion to adopt rules and regulations for the operation and administration of the Fire District. The Board further retains the sole discretion to amend, modify or delete such rules and regulations from time to time. Such rules and regulations shall not contravene the specific language of any article or section of this agreement.
- 8.2 Before adoption of a new or revised rule or regulation, the Union President shall be provided with a copy of the proposed rule or regulation and shall be given an opportunity to comment upon the proposed new or revised rule or regulation. However, such opportunity to comment will in no way impair the Fire District's unilateral right to implement the new or revised rule or regulation.
- 8.3 Each officer will receive a current copy of the rules and regulations, and will acknowledge receipt in writing.

Article 9
Promotion Announcements and Examinations

- 9.1 Announcements for promotional examinations shall be duly posted in each fire station. Officers shall be granted time to take the exam by allowing the use of compensatory time if a promotional exam is scheduled during their normal work hours.

Article 10
Discipline and Discharge

- 10.1 All Disciplinary action, including terminations, shall be conducted in accordance with Section 75 of the Civil Service Law
- 10.2 An officer subjected to a pre-disciplinary interview or interrogation shall be informed of his/her right to Union representation, but this shall not apply to written or verbal counseling of a corrective nature administered by command, which shall not be considered formal discipline.
- 10.3 An officer may agree to accept command discipline without the notice and hearing rights afforded by the Civil Service Law, but this shall not create a precedent for the discipline of any other Officer.
- 10.4 The hearing officer, selected by the Fire District to conduct a Section 75 hearing, shall be independent from the Fire District.

- 10.5 The hearing officer shall make his/her recommendation to the Board of Fire Commissioners. The decision of the Board may be appealed by the affected officer.

Article 11

Grievance Procedure

- 11.1 Any grievance or dispute arising out of the application or interpretation of a provision of this agreement shall be subject to resolution through this procedure.
- 11.2 This procedure shall not apply to any matter, which is reviewable pursuant to administrative procedures or the rules of Civil Service, and it shall not apply to matters of discipline and discharge that are subject to Section 75 of the Civil Service Law.
- 11.3 All grievances shall be submitted and appealed in writing, and all decisions shall be in written form. The time limits for filing and appealing a grievance are considered mandatory and conditions precedent to arbitration, unless waived or extended by written agreement. The failure to answer a grievance in a timely fashion shall permit the grievant to appeal to the next stage as if the written decision had been delivered on the last day of the time limit.
- 11.4 A written grievance must be presented to the Chief or in his absence due to extended leave, the Deputy Chief, not later than fifteen (15) calendar days after the act or omission giving rise to the grievance, and the officer shall furnish a copy to the Union President. The Chief or his/her designate may discuss the grievance with the officer and his/her Union representative and the Chief shall provide a written answer within fifteen (15) calendar days from the date on which the written grievance was submitted. The Chief must verbally notify the Union President that he has responded to the grievance.
- 11.5 An appeal of the Chief's decision must be made in writing to the Secretary of the Board of Fire Commissioners within fifteen (15) calendar days of the Chief's decision. At its next regularly scheduled meeting, the Board shall consider the grievance, or it shall set a time and date for the grievance to be heard within fifteen (15) calendar days thereafter. The Board shall render a decision on the grievance within ten (10) calendar days after the grievance is heard.
- 11.6 The Union may appeal a decision of the Board to final and binding arbitration, by written appeal to the Secretary of the Board within fifteen (15) calendar days after the Board decision is rendered. The parties will then use the procedures of NYS PERB in selecting an arbitrator, who shall be subject to the following limitations: (a) the arbitrator shall decide only one grievance, except upon mutual consent; (b) the arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement; (c) the arbitrator may not award retroactive relief in any case except the matter before him/her.
- 11.7 The parties shall share the fees and expenses of the arbitrator, but all other expenses shall be borne by the party incurring them.

Article 12
Education and Training

- 12.1 The Fire District will continue training programs wherein the career staff will receive on the job training. Officers may attend special seminars and special training offered by qualified persons and may attend approved training classes. The Chief or his designee shall have the final authority to determine who shall attend such training programs, how many career staff shall attend, when those career staff shall go and which courses shall be deemed appropriate. The Fire District shall offer or support attendance for District approved specialized certification that requires continuing education to maintain credentials. Officers attending mandatory training programs will be compensated if not scheduled to work. Leave time will be granted for those officers attending training classes during their regularly scheduled shifts.
- 12.2 Undergraduate courses, tuition, times and duration are subject to the discretionary approval of the Fire Chief. Meeting the Chief's approval, the Fire District will pay for the cost of tuition for officers attending and successfully completing courses with a "B" average or above, relating to a degree in Fire Protection Technology at Monroe Community College. Reimbursement shall be paid upon completion of each semester's work after the officer submits evidence of successful completion (which shall include the officer's final report card).
- 12.3 All training issuances and/or assignments beyond the In-Service curriculum prescribed by New York State Office of Fire Prevention and Control, whereas instruction is typically provided during the normal work-shift, shall be posted a minimum of thirty (30) days prior to the scheduled training date when feasible.

Article 13
Salary and Longevity Pay

- 13.1 Lieutenants and Captains promoted prior to January 1, 2009 shall be paid an annual base salary in accordance with Schedule 13A.
- 13.2 The annual base salary differential from a Lieutenant to a Captain shall be maintained at Five (5) Thousand Dollars (Captain representing the greater amount) for Captain's holding that rank prior to January 1, 2009.
- 13.3 The annual base salary differential from a Lieutenant, appointed prior to January 1, 2009, to Captain shall be maintained at Four (4) Thousand Dollars

SCHEDULE 13A – Base Salary

	2009	2010	2011
Lieutenant – Total Base	\$71,504.00	\$74,185.00	\$76,967.00
Captain – Total Base	\$76,504.00	\$79,185.00	\$81,967.00

- 13.4 Any person promoted to the rank of Lieutenant after January 1, 2009 will maintain Five (5) Thousand Dollars differential from a Firefighter to Lieutenant after their Six (6) month probationary period. The Lieutenants base pay will be in accordance to Schedule 13 B.
- 13.5 Any person promoted to the rank of Captain who was promoted to Lieutenant after January 1, 2009 will maintain a Three (3) Thousand Dollar differential from Lieutenant to Captain based upon the lieutenants salaries in 13B

SCHEDULE 13B – Base Salary

	2009	2010	2011
Lieutenant – Step 1 – Starting Base	\$64,677.00	\$67,009.00	\$69,428.00
Lieutenant – Step 2 – After 6 Months	\$67,177.00	\$69,509.00	\$71,928.00

- 13.6 Additional to base pay, unit members shall receive longevity pay, based upon seniority, this will be added to pay beginning with the pay periods following the officer's anniversary date of hire according to the following schedule:
- 13.7 Longevity pay, based upon seniority shall be added to pay beginning with the pay period following the employee's anniversary date of hire according to the following schedule:
- | | | | | | |
|----------|--------|----------|--------|----------|--------|
| 5 years | \$1000 | 10 years | \$2000 | 15 years | \$3000 |
| 20 years | \$4000 | 25 years | \$5000 | 30 years | \$6000 |
| 35 years | \$7000 | | | | |
- 13.8 Officers eligible for additions to base pay, as defined in 13.9 and 13.10 and 13.11 will be prorated upon certification or assignment and shall be equally divided by the amount of yearly pay periods.
- 13.9 Emergency Medical Technician Certification and recertification is a requirement and a condition of continued employment. The annual stipend for this contract shall be in the amount of Two Thousand Three Hundred Dollars (\$2,300.00).
- 13.10 Unit members assigned to Staff position, shall be paid an additional Two Thousand Dollars (\$2000.00) pro-rated annually. This shall not apply to light duty assignment, or re-assignment for reasons not deemed to be routine in nature or in the best interest of the district.

- 13.11 A unit member who becomes a child safety seat technician shall be paid an additional Six Hundred Dollars (\$600.00) annually.
- 13.12 Upon voluntary separation from employment, a tenured separated officer shall be entitled to prorated holiday pay, prorated vacation, and special assignment pay where applicable.

Article 14
Retirement and Deferred Compensation

- 14.1 Officers shall be eligible for coverage under Retirement and Social Security Law Section 384-e or Section 375-i, according to terms and conditions of those plans under the NYS Police and Fire Retirement System.
- 14.2 The Fire District will maintain a qualified Deferred Compensation Plan (Internal Revenue Code Section 457) with participation, rights and responsibilities subject to the terms of the plan.

Article 15
Work Schedules

- 15.1 The Fire District operates on a twenty-eight (28) day cycle. The normal work block for officers of this union assigned to a group will be four (4) work days followed by four (4) work days off, which work days shall be two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts in each work block. Shift change times are at 0700 and 1700 hours. The current structure consist of one captain and two lieutenants, but the District reserves the management rights to modify this structure after consultation between the Union and the District to discuss the impact of any change that is implemented.
- 15.2 Officers assigned outside the group structure may work any combination of hours as prescribed by the Fire Chief provided they fall within the hours of 07:00 and 17:00, Monday through Friday and do not exceed 42 hours/week. However, this schedule, common to Staff Assignments may be further modified by the Chief for purposes of training and staffing when deemed necessary.

Article 16

Overtime

- 16.1 Overtime shall be defined as hours worked by an officer in excess of his regular work schedule. Compensatory time will be given at the rate of one (1) hour for each additional hour worked in a twenty-eight (28) day period. Compensatory time or pay shall be awarded at the rate of one and one-half (1.5) hours for each hour over one hundred ninety two (192) hours in a twenty-eight (28) day period. This shall not apply to training, meetings or holdovers of one (1) hour or less. Officer will only be compensated when they have been held over for .75 hrs or more. Hours resulting from trade days shall not be considered as hours worked.
- 16.2 The Fire Chief may deem that certain training or other events require the attendance of officers and are therefore determined to be mandatory. The compensation for attendance at these events or training shall be awarded at the rate of one and one-half (1.5) hours for each hour worked if not scheduled to work. The maximum hours compensated at the time and one half rates will be eight (8) hours a day unless the class schedule dictates otherwise.
- 16.3 The District will establish an overtime budget of at least \$50,000.00 annually allowing officers to choose compensatory time or payment for hours worked. Payment for hours worked will be at a straight time rate. If the overtime budget is depleted, overtime hours worked shall be taken as compensatory time and may not be converted to pay the following year.
- 16.4 Overtime shall be given at a straight-time rate if the officer has been given a minimum of twenty four (24) hour notice and voluntarily returns to duty. Overtime shall be given at a time and a half rate if the officer has been given less than twenty four (24) hour notice. Officers may return to duty for working fires, extended incidents including haz-mat response and technical rescue incidents. The officers will be given a minimum of one (1) hour compensatory time, regardless of the amount of time he/she is on duty during the one (1) hour. It will be at the discretion of the Chief to determine whether more than straight time should be given for voluntary returns. It is agreed that all officers will be treated equally in these instances.
- 16.5 Overtime shall be offered on the basis of seniority at rank for rank in accordance with Article 7 Section 7.1.
- 16.6 An officer ordered back to duty, shall receive a minimum of three (3) hours compensatory time or three (3) hours pay. All ordered callbacks will be at time and a half compensatory time rate. A call back for a court or administrative agency appearance on behalf of the District shall earn a minimum of two (2) hours compensatory time or pay. An officer called back for a meeting shall receive a minimum of one (1) hour compensatory time or pay.

Article 17
Compensatory Time

- 17.1 An officer may accumulate three hundred fifty (350) hours of compensatory time. The District may require an officer to use compensatory time when the accumulated time reaches three hundred fifty (350) hours. Compensatory time, over one hundred fifty (150) hours, must be used prior to separation. Compensatory time of one hundred fifty (150) hours or less may be taken as time off by the officer, prior to separation or the District will pay the officer, at a straight time rate, for the unused time.
- 17.2 The use of compensatory time requires prior approval and may be denied, subject to the Minimum Manning Policy, if requested with less than twenty-four (24) hours notice.
- 17.3 Compensation for out-of-grade work. When an officer of this Union is assigned out-of-title for a period of ninety (90) calendar days, he will be entitled to receive one (1) additional hour at a straight time rate per day or night shift from that point forward.
- 17.4 When an officer of this union works out of title for a period of sixty (60) days due to a vacancy caused by retirement or death, he/she will be entitled to receive the same base pay of the rank he/she is filling in for as long as he/she is assigned to the position.

Article 18
Holidays

- 18.1 All Officers shall be paid twelve days (12) per year in one lump sum, issued on the last pay date in November each year in the form of a separate check. The paid holidays are New Year's Day, Martin Luther King Day, Presidents Day, St. Patrick's Day, Memorial Day, Independence Day, Labor Day, Patriot's Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas. Officers will be paid based on one hundred (120) hours for these twelve (12) days.

Article 19
Sick Leave

- 19.1 Sick leave for service related conditions shall be provided as required and subject to the conditions and limitations of Workers' Compensation Law and General Municipal Law 207-a (See Appendix A 207-a policy).
- 19.2 An officer shall be entitled to time off without loss of pay for illness/injury in accordance with the following Schedule.

Years service completed	Hours illness/injury time per year
0-10	700
11-15	1000
16-20	1300
21+	1600

- 19.3 A physician's statement may be required if sick leave exceeds a combination of Three (3) consecutive day's or night's of scheduled work.
- 19.4 As a condition of receiving sick pay, an officer must cooperate with all medical referrals and treatment, and must accept light or modified duty, if offered. The Board of Fire Commissioners may discontinue sick leave if the Fire District physician determines there is no reasonable chance that the officer will return to full duty without limitations acceptable to and approved by the Board of Fire Commissioners. If the officers' physician disagrees with the District physician the matter shall be resolved through the hearing process as outlined in the 207-a policy.
- 19.5 An officer absent on sick leave may not leave his/her residence during his/her normally scheduled work hours without permission unless required for medical treatment. The officer in charge shall be notified in advance of such occasions. The District reserves the right to grant an exception for a non contested job related sickness or injury or a non job related injury or illness that results in an officer being out of work for two consecutive tricks and is under a physicians care. The District's medical provider must concur with the physicians' determination if the physician is not the District's provider.
- 19.6 An officer may earn up to fifty (50) additional hours of sick leave per year, up to a maximum of two thousand five hundred (2500) hours total sick leave. In any year the officer uses less that thirty (30) hours, he/she shall receive fifty (50) hours additional sick leave.
- 19.7 If a third party is responsible for the officer's loss of wages, the Fire District shall be entitled to reimbursement for sick leave from the officer who recovers damages directly from the third party.
- 19.8 An officer who exhausts sick leave due to a prolonged illness or injury may be granted up to three months additional leave at half pay at the discretion of the Board of Fire Commissioners.

Article 20
Vacations

20.1 The completion of the following service time entitles an officer to receive vacation time in accordance with the following schedule.

Full years of employment	Hours of vacation
1-5	96
6-10	144
11-15	192
16-20	240
21+	288

20.2 Years of Service are determined as of a member's anniversary date as a full-time employee of the Fire District.

20.3 To select vacation time, Lieutenants shall request specific dates using the slips provided for that purpose. These slips must be submitted to the assigned group's duty officer for consideration and approval. Captains shall request specific dates using the slips provided for that purpose and must be submitted to the Deputy Chief (if absent for an extended period of time, the District Chief) for consideration and approval. Vacation schedules shall be effective January 1st of the year in which the vacation is to be taken. Two group officers may take vacation at any one time. Vacation picks are based on seniority as an employee of the District. A unit member may accrue up to a maximum of four hundred hours (400) hours of vacation time, but must use at least ninety six (96) hours of vacation time each year. The maximum paid at separation shall be two hundred fifty (250) hours.

20.4 For Thanksgiving Day and night, Christmas Eve night, Christmas Day, New Years Eve night and New Years Day, the groups may not drop below the minimum manning level to accommodate ones desire to be off as reflected in Administrative Memo 09:50. This shall apply for vacation or comp-time requests.

Article 21
Leaves of Absence

- 21.1 **Bereavement Leave.** A unit member shall be entitled to time off without loss of pay for up to three (3) consecutive calendar days or nights (maximum 38 hours) for the death of a spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, step-parent, step-child, grandparent, grandchild, or other relative living in the officer's household; and one day or night off (maximum 14 hours) without loss of pay for attending the funeral of an aunt, uncle, brother-in-law, sister-in-law, niece or nephew. Additional time off may be granted at the discretion of the Chief. The foregoing leave allowances may only be used for the day of the funeral or other service and days immediately preceding or following the day of the funeral/service. A unit member may request the use of accrued compensatory time, vacation time, or unpaid leave days if additional time is needed for the death of one of the foregoing relatives, or to attend the funeral of a relative not listed above. The Fire District may require verification to utilize bereavement leave.
- 21.2 **Court Leave.** Whenever a unit member is required by the District to appear in a legal proceeding on behalf of the District he/she shall be granted release time without loss of pay when such appearance is required during normally scheduled working hours, compensatory time will be granted for appearances outside of scheduled working time.
- 21.3 **Jury Duty.** Unit members summoned for jury duty must notify the Chief immediately and provide a copy of the summons. Release time without loss of pay shall be allowed for required jury duty. Unit members shall report for normal duties when their presence is not required by the court; however, unit members shall not be required to return to work when there are two (2) hours or less remaining in their shift when released, and a unit member working the night shift who must report for jury duty the following day shall be released by 2300 hrs.
- 21.4 **Childbirth, Maternity/Paternity and Adoption leave.** A unit member who becomes pregnant shall be entitled to six weeks paid time off following childbirth. An officer who becomes a father will be granted release time without loss of pay for the day of his child's birth, plus the following day, for a maximum of twenty-eight (28) hours. A officer who is the primary caregiver for a newborn or for an adopted child two (2) years of age or younger shall be granted up to two (2) months unpaid leave following the birth/adoption, during which time seniority and medical benefits shall continue but no other pay or benefits shall accrue or be available. If additional time off is needed, and at the discretion of the Chief, additional time off may be allowed through the use of vacation or compensatory time.
- 21.5 **Other Family Leave.** As covered by the Family Medical Leave Act and District Policy.

Article 22
Health Insurance and Life Insurance

- 22.1 The Fire District will contribute ninety percent (90%) of the annual cost towards the health insurance premium cost of Excellus BlueCross BlueShield Blue Healthy Choice Plan with the vision rider and the durable medical equipment rider or its substantial equivalent. This shall include single, two people or family coverage as applicable. The Union officers will contribute the remaining ten percent (10%) of the annual cost for his health insurance coverage. In addition, the District will provide an additional Personal Cancer Indemnity Plan (AFLAC). The Fire District will contribute the remaining fifty percent (50%) of an individual policy while the officer will contribute fifty percent (50%) through a payroll deduction for those members that participate.
- 22.2 An officer eligible for coverage under a spouse's health insurance who elects such coverage will be entitled to reimbursement for premium contributions required for such coverage, not to exceed the amount available under the aforementioned program described in Article 22, Section 22.1
- 22.3 An officer with at least twenty (20) years of full-time service in any employment classification for the Ridge Road Fire District who takes a normal or disability retirement shall be entitled to retiree health insurance as follows:
- A. A retiree of this local shall be provided with Excellus BlueCross BlueShield Blue Healthy Choice Plan with the vision rider and the durable medical equipment rider or its substantial equivalent. This shall include single, two people or family coverage as applicable. The Fire District will contribute ninety percent (90%) of the annual premium cost for such coverage and Retirees will contribute the remaining ten percent (10%) of the annual cost for his health insurance coverage.
 - B. A retiree eligible for coverage under a spouse's policy may accept that coverage with reimbursement as provided in 22.2.
 - C. If the retiree wishes to participate in a non affiliated HMO in the area to which the retiree relocates, the District will contribute the cost of the premium in an amount not to exceed the District's contribution offered in Section 22.3-A.
 - D. The District reserves the right to change the provider of Health Care and agrees that such a change shall not significantly decrease or eliminate coverage or benefit.
 - E. A retiree eligible for Medicare will be entitled to a Medigap-type health insurance policy. The Fire District will reimburse its retirees that are presently enrolled in a Medicare Supplemental Plan an amount not to exceed an annual reimbursement of fifteen hundred dollars (\$1500) per retiree. This reimbursement will require the retiree to submit proof of expenditure to the Ridge Road Fire District. This benefit requires the annual approval by the Board of Fire Commissioners.

- 22.4 The existing \$25,000 Universal Group Life Insurance Policies that predate this agreement shall be continued in accordance with the terms of the plan(s). To continue coverage at the District's expense, the officer must continue full-time employment or be retired after completing a minimum of twenty (20) years of continual service. Those terminated or reaching age sixty-five are no longer eligible for coverage at District expense.

Article 23
Physical Fitness

- 23.1 All officers will maintain a fitness level necessary to perform their job functions. To accomplish this, officers shall be given one (1) hour on each shift to conduct personal physical fitness on the District provided equipment at intervals designated by the District. Additional time may be granted as needed by the Fire Chief or Deputy Chief. The District's health care provider shall conduct periodic physical examinations at no expense to the officer.
- 23.2 Any officer who suffers an on the job illness or injury shall be given release time and transportation for any immediate treatment that is necessary. Ongoing treatment and therapy should be scheduled so as to minimize or avoid interruption with working time.

Article 24
Personnel Files

- 24.1 Within ten (10) Calendar days of a written request by an officer, the Fire District will allow an officer to review his/her personnel and medical files. The officer may submit a written response to any materials contained in his/her file, and he/she shall be entitled to a copy (without cost) of any documents relating to his/her conduct or performance.

Article 25
Substance Abuse policy
Attached in Appendix B

Article 26
Miscellaneous

- 26.1 **Unit Work.** If the Fire District implements a change that affects the positions of unit members, it shall be required to negotiate the impact of such changes. This shall include, but not be limited to impacts resulting from subcontracting, transfer of work to non-unit employees, the use of part-time officers, and the merger or consolidation of the Fire District with another entity.
- 26.2 **Technology.** If the Fire District is considering a major change in equipment or facilities, which would have a substantial impact on unit members, it will provide the Union with an opportunity to discuss the changes and provide input.
- 26.3 **Shift Exchange.** Unit members are expected to work their regularly scheduled shift, except with the prior approval of the Duty Officer or Deputy Chief and filing of the proper paperwork.
- 26.4 **Mileage/Parking.** Reimbursement for mileage shall be at the IRS rate and for parking expenses incurred for pre-approved travel on Fire District business.
- 26.5 **Openings.** Unit members will be notified of permanent openings on a duty group and given an opportunity to apply for a transfer. The Chief retains the final authority with respect to assignments and transfers.
- 26.6 **Schedules.** The master shift schedule shall be prepared, and maintained by the Fire District and be readily available.
- 26.7 **Safety and Health.** The parties recognize the hazards of the employment and the importance of working together to provide a safe, effective and efficient working environment. Toward this end, the Union and the Fire District agree to have representatives meet at least quarterly, or more often on a mutually agreed basis, to discuss matters relating to safety and health, including, but not limited to: possible hazardous conditions or unsafe working methods; protective clothing and equipment; training; illness reporting, medical evaluations and physical requirements and examinations. Nothing resulting from these discussions shall require any changes unless they are mutually acceptable.
- 26.8 **Labor/Management Meetings.** The Union and Fire District agree to meet on an as needed basis to promote relations between the District and the Union.

- 26.9 **Uniforms.** The Fire District will provide officers with work uniforms, which shall be used only on duty and for approved official functions of the Fire District. The Fire District will provide each officer with his/her own personal fire attack/turnout equipment. While on duty, unit members will wear the appropriate uniforms and equipment provided by the Fire District. The Fire District will pay up to seventy-five (\$75) dollars of any approved safety shoe purchases on an as needed basis and with prior approval of the Deputy Chief who will provide the officer with a voucher. The Fire District shall pay the first fifty (\$50) dollars on as needed basis toward the purchase of district approved leather turnout boots with prior approval of the Deputy Chief who will provide the officer with a voucher.
- 26.10 **Pay Periods.** Officers are paid on a bi-weekly basis.
- 26.11 **Direct Pay Deposit.** The Fire District will offer each officer the opportunity to have his/her pay directly deposited into personal accounts at a financial institution(s) designated by the officer, subject to the ability of said financial institution to process/accept direct deposits.

Article 27
Duration, Changes, Savings, and Approval

- 27.1 The provisions of this agreement shall become effective January 1, 2009 and shall continue in full force and effect until midnight, December 31, 2011.
- 27.2 If any provision of this agreement shall be declared invalid or unenforceable by a court or administrative agency, then the remainder of the agreement shall be continued in full force and effect as if the unlawful provision had not been included.
- 27.3 Both parties agree that they have had the full opportunity to negotiate with respect to all mandatory subjects for bargaining, whether contained herein or not or whether or not discussed during negotiations, and negotiations will not be reopened during the life of this agreement except by mutual consent.
- 27.4 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.
- 27.5 No amendment or alteration of the agreement shall be binding unless it is in writing and signed by the Chairman of the Board of Fire Commissioners, or his/her duly authorized representative and the President of the Union, or his/her duly authorized representative after ratification by the membership.

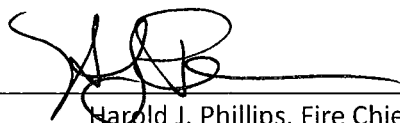
- 27.6 The parties mutually agree that negotiations for the contract year 2012 will commence on or about June 1, 2011.
- 27.7 In the event that the District and the Union are unable to reach a new agreement by December 31, 2011, it is agreed that all benefits, terms and conditions of this contract shall remain in effect until a new agreement is reached as required under the Taylor Law (Civil Service Law, Section 209-a1.e
- 27.8 It is further agreed that, in the event that there is such a contract lapse, the Union or its members may not assist or participate in any strike, work slowdown or other concerted refusal to work, or impose an obligation upon its membership to conduct, assist or participate in such a strike, work slowdown or other concerted refusal to work.
- 27.9 This agreement and any future agreements upon ratification shall be reproduced and supplied to each officer by the District within ten (10) working days at no cost to the officer.
- 27.10 In the event that the District and the Union are unable to reach an agreement prior to the beginning date of this agreement, (January 1, 2009), upon agreement all officers shall receive a lump sum payment retroactive to the beginning date of this agreement for all salary increases and other forms of compensation due the officer, within thirty (30) days following legislative approval by the Board of Fire Commissioners.

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

For the Ridge Road Fire District

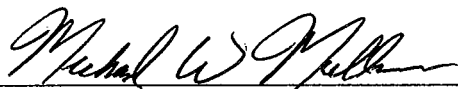


Bradford Shea, Chairman
Board of Fire Commissioners



Harold J. Phillips, Fire Chief

For the Greece Uniformed Fire Officers Association
Local 4640, International Association of Firefighters



Michael W. Mullen, President

Date: March 31, 2010

APPENDIX A

GML Section 207-a Procedure for the Ridge Road Fire District

Section 1. Intent

The following procedure is to be used by an officer of Greece Uniformed Fire Officers Association Local 4640 who is injured or taken sick in the performance of his duties so as to necessitate outside medical or other lawful remedial treatment. The district shall pay the officer the full amount of his/her regular salary including longevity pay and medical benefits upon a finding of eligibility for GML 207-a benefits. These benefits shall continue until the disability arising there from has ceased, or officer has returned to light or full duty and, in addition the fire district shall be liable for all causally related medical treatment and hospital care furnished during such disability.

Section 2. Reports

Any employee who is injured or taken sick in the performance of his/her duties and requires outside medical treatment will be required to fill out all forms contained in Appendix C of the accident-sickness packet. These include the following, a Ridge Road Fire District Injury Report (this report must be filed for all injuries regardless of seriousness) form 1, Witness Addendum form 2, Authorization for Release of Medical Records form 3, Application for GML 207-a Benefits form 4, Notice to Employees Receiving Workman's Compensation Benefits form 5, Physician Report form 6, NYSPFRS form 7. The Ridge Road Fire District must receive all applicable forms for an officer to be eligible for 207-a benefit. Failure of the employee to submit a completed packet may result in denial of 207-a benefit.

Within Thirty (30) calendar days of the injury/sickness or discovery thereof, the injured officer must submit a completed accident-sickness packet to the Fire Chief, or his designee.

A representative or designee of the injured or sick officer may complete the accident-sickness packet if the officer is physically or mentally incapable of completing the packet within the time frames set forth above.

Section 3. Representative Defined

For all purposes herein, the representative of the officers covered in this contract shall be the Greece Uniformed Fire Officers Association IAFF Local 4640.

Section 4. Initial Determination of Eligibility

The Chief or his designee will review the accident-sickness packet submitted on behalf of the officer. The Chief or his designee is responsible for rendering an initial determination of eligibility regarding the benefits of GML 207-a. Such determination is based upon a review of the accident-sickness packet, any available medical records and interviews with any witnesses or any further information that the Chief deems necessary to render said determination.

Within Thirty (30) calendar days after the submission of a complete accident-sickness packet, and receipt of any other information that the Chief or his designee deems necessary for rendering a determination, the officer will be notified as to initial determination of eligibility to the benefits of GML 207-a. If no determination is made within Thirty (30) days after receipt of all information deemed necessary by the Chief or his designee, the application will be deemed accepted for 207-a benefits. If the application is denied, the Officer may appeal said denial as set forth in Section 5. If the accident-sickness packet is not complete, due to the need for additional information, delay in this initial determination may result.

Such a delay notification will be in writing and mailed certified, return receipt to the injured or sick officers' last known address and to his representative or designee.

Pending the initial determination for benefits, the Officer shall be entitled to utilize any accrued leave credits available to him or her. Upon a determination awarding benefits, the officer's leave bank shall be reimbursed for any time utilized to remain on the payroll pending the determination.

Section 5. Appeal and Hearing Process upon Denial of 207-a Benefits

Any officer initially denied 207-a benefits shall have the right to appeal.

A notice of appeal must be served on the Secretary of the Board of Fire Commissioners within Thirty (30) days of the receipt of the initial determination.

The Board of Fire Commissioners, with Thirty (30) days of receipt of the notice of appeal or at the next meeting of the Board of Fire Commissioners, whichever is earlier, will appoint a mutually agreed upon Hearing Officer. A date for the hearing and location will be set and the officer will be given at least Ten (10) days notice. The Hearing Officer shall conduct the hearing in accordance with the established rules of evidence, consistent with NYS Administrative Procedure Act.

The officer and the district are allowed to be represented by an attorney or a representative, at their own expense.

A record of the hearing will be made at the expense of the district and provided to each party.

It is the officers' burden to prove entitlement to GML 207-a benefits.

The Hearing Officer shall make a written decision, containing finding of fact and conclusion of the law. The Hearing Officer shall be limited to reviewing the District's initial determination and deciding if the District's decision is supported by substantial evidence. The Hearing Officer shall set forth his basis for overturning the District's decision and clearly delineate his basis for finding that the District lacked substantial evidence. This written decision shall serve upon all parties with Thirty (30) days of the conclusion of the hearing.

Once this decision is served, either the officer or the district has the right to appeal pursuant to Article 78 of the C.P.L.R. If the district appeals and loses the appeal, they shall be responsible for the reasonable legal fees incurred by the officer in this process as determined by the court.

Section 6. Light Duty

The Ridge Road Fire District maintains a light duty program. The goals of this program are to help officer's who are sick or injured integrate back to full duty. These light duty positions do not require the full physical demands required in full duty assignments. Illustrations of typical light duty positions are included in Appendix A of this document.

If the officer is injured in the performance of his/her duties or is taken sick as a result of the performance of his duties and is advised by his physician that he cannot perform full duty, then the employer or officer can request a light duty position consistent with his/her physical ability.

If the officer's physician determines that the officer is capable of performing the duties of a light duty position, and a light duty position is available, the officer will be assigned to a light duty assignment.

If the officer's physician does not determine that the officer is capable of performing the duties of a light duty position, or the Fire District does not agree with the length of time that the officer's physician has the him/her on light duty, a medical exam may be required, with the Fire District's medical provider.

If the officer's physician states that the officer cannot return to work in a light duty position, but the District's medical provider states that the officer can return to full or light duty, the officer will be required to undergo an independent medical exam with a mutually agreed third party physician. If the District and the officer cannot agree on a physician, the officer will attend a medical exam with a doctor selected by the District's physician. The fire district shall pay for this exam. The determination made by this third medical physician shall be the decision followed by both parties. Failure of the officer to comply with the determination made by the third medical physician will result in the termination of benefits.

Nothing in this section will prevent the officer from challenging the District's determination pursuant to Article 78 of the C.P.L.R. .

Section 7. Review of Continued Eligibility of 207-a Benefits

The District shall maintain the right to periodically assess the Officer's right to continued eligibility for General Municipal Law Section 207-a(2) benefits. As part of that assessment, the medical condition of any officer receiving 207-a benefits shall be subject to periodic review by the Fire District's medical provider. Those receiving 207-a benefits must appear, as directed, for such medical examinations. Failure to do so may result in a termination of benefits.

Any medical decision that results in a change of status will follow the same procedure as in section 6. If the District decides for any reason other than a change in medical status, that the officer is no longer, or never was, entitled to General Municipal Law Section 207-a benefits, then the Officer shall have appeal rights as set forth in Section 5.

Section 8. Workers Compensation

Awards from Workers Compensation shall be signed over to the Ridge Road Fire Districts Treasurer.

Section 9. Tax Treatment of 207-a Benefits

Presently under Section 104(a) of the Internal Revenue Code (relating to compensation for injuries and illness) payments made to officers while receiving 207-a benefits are exempt from withholding of the federal income tax. However, these payments of full salary and wages are subject to FICA until the beginning of the seventh month after the last month in which the officer worked for the district.

This section is not intended to give tax advice to the eligible officer. It is merely to instruct the eligible officer of the present tax treatment of this benefit.

Section 10. Notification and Application to the New York State Police and Firemen's Retirement System

Any officer who files for 207-a benefits are required to file a form 7, which notifies the NYSPFRS of the injury that the officer received.

As a further condition for receipt of GML 207-a benefits, in addition to the other information, forms and applications required to be executed by the officer, the officer must give written authorization to the Ridge Road Fire District to apply for retirement, pursuant to the NYS Retirement and Social Security Law, on his behalf, pursuant to whatever section that the officer may be entitled. However application will not be made until it has been determined that the officer will never be able to return to full duty.

In accordance with a physician's restrictions, light duty assignments may include the following:

FIRE PREVENTION

- Fire Safety Presentation
- Prepares and presents information to school and community groups on a variety of subjects intended to prevent injury or sickness and death from fires or other hazards

TRAINING DIVISION

- Assist with lesson plan preparations
- Assist the training officer with instruction (if certified), or supervise training activities at the discretion of the training officer

RECORD KEEPING

- Record keeping and filing of day-to-day records

ADMINISTRATIVE OFFICE

- Familiarization Inspections
- Assist in visiting businesses to check for hazards and document information necessary for proficient and safe emergency operations
- Administrative Assistant
- Answer telephones and assist in clerical duties at the discretion of the fire chief

FRONT DESK

- Answering administrative calls, keeping call logs up to date, greeting visitors, maintaining watch on station.



RIDGE ROAD FIRE DISTRICT

1299 Long Pond Road
Rochester, NY 14626

585.227.2123 ofc
585.227.4040 fax

Employee Injury Report

Injury Report - 1

Injured Employee Name _____
Employee Address _____
Employer Ridge Road Fire District _____
Age _____ Social Security # _____ - _____ - _____
Injury Date _____ injury time _____
Application Date _____
Incident Number _____
Location of Incident _____
Protective Equip Used? YES NO

Activity at time of injury

Nature of injury and body part(s) injured

Did employee seek medical care? YES NO

Emergency medical care by _____

Ambulance used? YES NO

Ambulance / Transport Agency _____

Hospitalization Required? YES NO

Hospital _____

Physician _____

Physician Address _____

Remarks

Employee Signature _____

Supervisor Signature _____

Date _____

Date _____



RIDGE ROAD FIRE DISTRICT

1299 Long Pond Road
Rochester, NY 14626

585.227.2123 ofc
585.227.4040 fax

Employee/Witness
Addendum

Injury Report - 2

Injured Employee Name _____

Injury Date _____ injury time _____

This form shall only be used to supplement information provided on the "Employee Injury Report - 1". This form is for the sole use by the supervisor of the injured.

Employee Signature

Supervisor Signature

Date

Date



RIDGE ROAD FIRE DISTRICT

1299 Long Pond Road
Rochester, NY 14626

585.227.2123 ofc
585.227.4040 fax

Release Authorization
Medical / Hospital Records

Medical Records

TO (Medical Provider) _____

Address _____

Employee _____

Employee ID Number _____

Date of Birth _____

The undersigned, being 18 years of age or older, hereby authorizes you to release to the Ridge Road Fire District, at their own expense, copies of any and all existing medical and/or hospital records, including but not limited to, patient files, physician notes, imaging records and medical charts relating to medical or remedial treatment provided to me in regards to the injury in question.

This request is a continuing request and records must be forwarded periodically as treatment continues.

A photo copy of this authorization shall be considered as effective and valid as the original thereof.

Employee Signature

Witness Signature

Date

Date



RIDGE ROAD FIRE DISTRICT

1299 Long Pond Road
Rochester, NY 14626

585.227.2123 ofc
585.227.4040 fax

APPLICATION
General Municipal Law

207-a Benefits

Injured Employee Name _____

Employee Address _____

Injury Date _____ **injury time** _____

Application Date _____ **Applying** YES NO

Name of person submitting Application (if different from claimant) _____

I hereby apply for the benefits under Section 207-a of the General Municipal Law based upon the following:

Injury Description

Sickness sustained as a result of the Performance of Duty

(In the space provided below, or on a supplemental form if necessary, set forth to the best of your ability, a brief description of the injury / sickness including the date, time and place how the injury / sickness occurred; any and all witnesses to the injury / incident all medical care providers who have treated you to date including hospitals. Attach any documents that are relevant to the injury / sickness)

I submit this application pursuant to the policy and procedure governing the application for the award of benefits under Section 207-a of the General Municipal Law. The statements contained in this application are, to the best of my knowledge, accurate and true.

Employee Signature

Witness to Injury

Date



RIDGE ROAD FIRE DISTRICT

1299 Long Pond Road
Rochester, NY 14626

585.227.2123 ofc
585.227.4040 fax

Notice to Employee Receiving Workers' Compensation Benefits **Benefits Notice**

If you are receiving Workers' Compensation Benefits, you must report any earnings you receive and sign the check over to the treasurer if the Ridge Road Fire District.

Failure to report earnings as defined may subject you to criminal prosecution and/or civil liability, including the suspension or forfeiture of your benefits.

Your endorsement on the benefit check, or deposit of the check into an account, is your statement that you are entitled to receive a Workers' Compensation Claim.

Employee Signature

Date

Witness Signature

Date



RIDGE ROAD FIRE DISTRICT

1299 Long Pond Road
Rochester, NY 14626

585.227.2123 ofc
585.227.4040 fax

New York State
Policemen's & Firemen's
Retirement System
Controller Report

New York State Policemen's & Firemen's Retirement System
Governor Smith State Office Building
Albany, New York 12244

TO: The Controller of the State of New York

In compliance with Section 207-a of the Retirement Law, instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the Ridge Road Fire District, I hereby submit the following report:

Injured Employee Name _____ **Registration Number** _____
Employee Address _____
Injury Date _____ **Injury time** _____

Injury Description

Medical Car Required

Remarks

Employee Signature

Witness to Injury

Date



RIDGE ROAD FIRE DISTRICT

1299 Long Pond Road
Rochester, NY 14626

585.227.2123 ofc
585.227.4040 fax

Physician Report

Physician Report

Injured Employee Name _____
Employee Address _____
Employer Ridge Road Fire District _____
Employee ID Number _____ **Age** _____
Injury Date _____ **injury time** _____
Location of Injury _____

Activity at time of injury _____

Nature of injury and body part(s) injured _____

Was this injury or sickness caused by an employment related accident? _____

Physician treatment rendered _____

Can above named employee return to regular duty? YES NO

Date of Return - Actual _____ **Date of Return - Anticipated** _____

Additional Comments _____

What treatments will be required to rehabilitate patient to full or modified duty? _____

Physician Signature

Date

APPENDIX B

Substance Abuse Policy

Ridge Road Fire District Substance Abuse Policy & Drug / Alcohol Testing Procedures

PURPOSE

The Ridge Road Fire District is committed to providing a safe and healthy work environment for the officers and firefighters. The parties are also committed to maintain a positive image and reputation with our constituents. To further these objectives, the parties have established this Substance Abuse Policy. It is not the intent of this policy to intrude on the private lives of the officer, firefighter or employee of the District. However, the District and Unions recognize that employee involvement with alcohol and or drugs, both on and off the job, may negatively affect the ability of the officer, firefighter or employee to perform their duties in a safe and efficient manner, in addition, it may also negatively affect the District's positive image and reputation. This policy is thus designed to maintain a workforce and work environment that is free from the influences of alcohol and drug use.

SCOPE

This policy applies to all employees of the Ridge Road Fire District. Nothing in this Policy will be construed to conflict with or override the statutory rights that an employee may have in accordance with New York State or Federal law. Nothing in this policy will be construed to modify or alter any rights to a hearing or grievance that an employee is entitled to, whether covered by a collective bargaining agreement or not. However, this policy may define the penalty for violation of this policy.

All employees shall be informed of the RRFD Substance Abuse Policy and the Drug and Alcohol Testing Procedures. Employees will be provided with information concerning the impact of the use of drugs and/or alcohol on job performance. In addition, the employer shall inform employees on how testing is to be conducted, what the testing may determine and the consequences of testing positive for drug / alcohol use or abuse. All newly appointed employees will be provided with this information upon their initial date of appointment. No employee shall be tested before this information is provided. Prior to testing, the employee will be required to sign a Consent Release Form.

PROHIBITED CONDUCT – VIOLATIONS

Absent significant and verifiable circumstances, termination of employment may result for violations of the following policies:

- The use, consumption, possession, manufacturer, distribution or sale of unauthorized drugs or drug paraphernalia by employees during working hours, in the performance of job duties or while on District property is strictly prohibited. The term “performance of job duties” includes district sanctioned travel in a district or privately owned vehicle.
- The use, consumption, possession, manufacturer, distribution or sale of alcohol during working hours, in the performance of job duties or when on or in district property is strictly prohibited. This policy does not apply to originally sealed, unopened containers of alcoholic beverages which are kept in an employee’s vehicle.
- The employee must conduct themselves in a manner that does not present a danger to himself/herself or any other employee, the general public or the image or reputation of the District. Employees are prohibited from working while under the influence of alcohol or illegal drugs. The term “under the influence” means a level of alcohol or illegal drugs in the employees system which impairs the employee’s abilities to perform his/her job duties. An employee who has a BAL of 0.05% or higher will presumptively be considered to have his/her ability to perform job duties impaired. An employee who has any indication of illegal drug use in his/her system will be presumptively be considered to have his/her ability to perform job duties impaired.
- Employees taking prescription or over the counter medications or drugs, which may adversely impact their judgment, coordination or job performance, shall report such use to the Duty Officer or Deputy Chief. Prescription drugs must be kept in their original container. Instructions provided by the manufacturer or physician for all medications must be followed.
- In the event and employee is arrested or convicted of a drug or alcohol related offense, he or she may be disciplined. Discipline may include, reassignment, suspension with or without pay or termination. The District will consider the nature and circumstances of the charge, the arrest, the employees record with the District and the impact the arrest, charge or conviction may have (has had) on the public and on the District’s image and reputation.
- Knowingly aiding and or abetting anyone to violate this policy may result in discipline which may include reassignment, suspension with or without pay or termination.

INSPECTION

The District provides lockers, equipment and other articles for use by the employee during work. Such items are viewed as District property. The District reserves the right to enter and inspect such property at anytime of there is reasonable cause to suspect an employee may have drugs or alcohol in their locker or other district issued equipment. A locker may be sealed by a District Officer until a thorough search can be accomplished in the presence of the employee and if applicable, his/her union representative. The employee will not be allowed access to the locker until a search has been completed.

PRE-EMPLOYMENT SCREENING

All offers of employment with the Ridge Road Fire District will be conditional until the candidate passes a pre-employment drug and alcohol screening, administered by the District's provider. All individuals who are extended a job offer will be subject to this screening as a condition of employment, regardless of position. Failure to pass the drug and alcohol screening shall result in a withdrawal of the offer of employment.

EMPLOYEE TESTING

Employees shall be subject to random screening involving urine or blood analysis or other similar or related test for the purpose of discovering possible abuse/use, a maximum of three (3) times per year. If however, there is reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse or use, the District reserves the right to require the employee to undergo a screening consistent with the conditions as set forth in this policy. Reasonable suspicion shall be based on the following:

- Involvement in a fatal or bodily injury accident or in an accident involving substantial damage.
- An observable phenomenon such as direct observation of drug or alcohol use or the symptoms of being under the influence of a drug or alcohol.
- A pattern of abnormal conduct or erratic behavior.
- An arrest and/or conviction on a drug or alcohol issue.

No such testing may be conducted without the written approval of the District Chief or, in his absence, the Deputy Chief. The Chief or Deputy must document, in writing, who is to be tested and why the testing was ordered. The Chief or Deputy Chief may direct an employee to be tested based upon the written statement of an officer or other employee as it may apply to the above reasons or concerns.

Failure to follow any of these procedures may result in the elimination of the test results, as if no test had been administered. At any time in the testing procedure, an employee covered by a collective bargaining agreement may request union representation.

SAMPLE COLLECTION

The collection and testing of samples shall be performed only by a laboratory and by a physician or healthcare professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory used shall be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent to an independent party. The results of employee testing shall be made available to the Medical Review Physician.

Collection of blood and urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA. If the security of a sample is compromised in any way, the sample cannot be used for any purpose.

Blood or urine samples will be submitted as per SAMHSA standards. Employees have the right to representation, whether that would be union representation or legal counsel, during the submission of the sample. Test shall be conducted in a manner to ensure that an employee's legal drug use and/or diet does not adversely affect the test results.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by SAMHSA. A sample of a positive test must be retained with the relative paperwork for a minimum period of six (6) months or for the duration of any grievance proceeding, disciplinary action or legal proceeding. At the conclusion, the paperwork and specimen shall be destroyed in the proper manner.

DRUG TESTING

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within the SAMHSA standards. The testing shall be a ten (10) panel test that includes: Amphetamines, Marijuana, Cocaine, Opiates, Phencyclidine, Barbiturates, Benzodiazepines, Methaqualone, Methadone and Propoxyphene.

If the initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employees personnel file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employees personnel file. Test results shall be treated with the confidentiality as other employee medical information. The test results shall not be reported outside of the Administration of the Fire District.

ALCOHOL TESTING

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. An individual qualified and certified on the equipment shall perform this screening test. An initial positive alcohol level shall be 0.05%. If the initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's personnel file. If initial results are positive, the test results shall be confirmed by using a blood alcohol level. Sample handling procedures as detailed under sample collection shall apply. A positive blood alcohol level shall be .05 per 100ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's personnel file.

EXPENSES

The Fire District shall pay for all cost involving drug and alcohol testing as well as the services of the Medical Review Physician. The District shall also compensate the employee for time spent in the testing process including travel if a random test cannot be done while the employee is on duty.

The Fire District shall pay for all cost involving drug and alcohol testing as well as the services of the Medical Review Physician for all other circumstances where testing is determined necessary. Other than for a random test, the District will not reimburse for expenses or time.

LABORATORY RESULTS

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The Medical Review Physician will release the results to the District once he has completed his review and analysis of the laboratory test. The District shall keep the results strictly confidential and will not be made public except for purpose of an employee's disciplinary proceedings.

MEDICAL REVIEW PHYSICIAN

A Medical Review Physician shall be chosen and agreed upon by the parties involved. The medical review physician must be a licensed physician with knowledge of substance abuse. The medical review physician shall be familiar with the characteristics of drug testing (sensitivity, specificity and predictive value), the laboratory performing the test, the medical condition of the employee and work exposures of the employee.

The role of the Medical Review Physician will be to review and interpret positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from a legally prescribed medication.

REHABILITATION PROGRAM

Any employee who test positive for illegal drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation as recommended by an EAP counselor. Employees who complete a rehabilitation program will be randomly re-tested every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own shall not be subject to re-testing while undergoing treatment or any disciplinary action unless related to other activities. This program is designed to provide care and treatment to employees who are in need of rehabilitation services. The treatment and rehabilitation shall be paid for by the employee's health insurance. Employees will be allowed up to sixty days off from the District if they are entered into an accredited in-patient rehabilitation program. If additional time is needed after the sixty days, it will be charged to the employees vacation/comp bank. If the employee is not participating in an in-patient program, any time off will be charged to the employee's sick bank or vacation/comp bank.

While undergoing treatment and evaluation an employee shall receive the usual compensation and benefits provided to their job title in the organization. If an employee test positive during the twenty-four (24) month period, does not successfully complete or attend a treatment program or have a subsequent violation of this policy, they shall be subject to suspension and/or termination pursuant to Section 75 of the Civil Service Law.

EMPLOYEE ASSISTANCE PROGRAM

The District has established an Employee Assistance Program. It is the intent of this program to promote the safety and health of the employee and their family. The program is designed to assist employees in resolving personal problems which may include drug and/or alcohol problems. The Chief of the Department, either independently or at the request of another supervisor, may refer an employee to Employee Assistance.

EMPLOYEE CONSENT

Failure to consent or appear for a drug or alcohol test shall be considered a violation of this policy and the employee will be subject to a discipline/termination hearing pursuant to Section 75 of the Civil Service Law.

RIGHT TO APPEAL

The employee has the right to challenge the results of the drug or alcohol test and/or any discipline imposed subject to the district grievance procedures as defined in the collective bargaining agreements and the non-union employee benefits book. An employee may request, in writing, a confirmation of the original test using the split sample at another NYS approved laboratory. The District shall also issue a written acknowledgement to the employee in regards to the negative test.

RIGHTS OF COLLECTIVE BARGAINING UNITS

A collective bargaining unit, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of the individual test results.

CHANGES IN TESTING PROCEDURES

Recognizing that there may be improvements in the technology of testing procedures, which provide more accurate testing, the District Administration and the Locals representing the employees of the District agree to bargain in good faith to include new technologies in the testing procedure.

CONFLICT WITH OTHER LAWS

This appendix is in no way intended to supersede or waive or waive any constitutional or other rights that the employee may be entitled to under Federal or State statutes.

DISCLAIMER

This Drug and Alcohol Testing Program was initiated by the Fire District. The Fire District assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and cost arising out of the provisions or application of this policy. All other parties are held harmless for any alleged violation of any workers rights arising from the administration of the testing program.

CONSENT AND RELEASE FORM
DRUG/ALCOHOL TESTING

I acknowledged that I have received a copy of, have been informed and understand the Fire District's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact the use of alcohol and/or drugs on job performance. In addition, I have been informed of how the test are to be conducted, what the test will determine and the consequence of testing positive for drug use or while under the influence of alcohol.

I have been informed of the Fire District's Employee Assistance Program (EAP). I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program (EAP), I will not be disciplined by the District unless I am in violation of the policy more than one (1) time. The District reserves the right to discipline an employee who is determined to be a danger to organization and its employees.

I understand how drug/alcohol test are collected and further understand that these are medical test that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results and that I will have an opportunity to be interviewed by the Medical Review Physician to assess my status, my medical history and any relevant biomedical factors prior to the Fire District being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test will result in my referral to the Fire District's Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to successfully complete a rehabilitation program or again test positive for drugs or alcohol within two (2) years of completing an appropriate rehabilitation program. I understand that disciplinary action, for offenses as described herein, may include dismissal from the Ridge Road Fire District.

Printed or Typed Employee's Name

Employee Signature

Date