

**An Agreement Between
The Town of Mamaroneck**

And

**The Town of Mamaroneck
Professional Firefighters
Association**

Local 898

**International Association of
Firefighters**

January 1, 2012 - December 31, 2015

TABLE OF CONTENTS

| <u>Section</u> | <u>Page Number</u> |
|---|--------------------|
| 1. RECOGNITION..... | 3 |
| 2. DUES CHECK-OFF | 3 |
| 3. NO STRIKE..... | 4 |
| 4. SAVINGS CLAUSE | 4 |
| 5. SEPARABILITY | 4 |
| 6. ASSOCIATION BUSINESS LEAVE | 4 |
| 7. ASSOCIATION - MANAGEMENT LIAISON COMMITTEE..... | 5 |
| 8. LIFE INSURANCE..... | 5 |
| 9. STAFFING | 5 |
| 10. MAJOR MAINTENANCE | 6 |
| 11. DEPARTMENT RULES | 6 |
| 12. GENERAL ORDERS | 6 |
| 13. EXCHANGE OF DUTY..... | 6 |
| 14. BEREAVEMENT LEAVE..... | 7 |
| 15. HOLIDAYS | 7 |
| 16. EDUCATION AND TRAINING..... | 8 |
| 17. BULLETIN BOARDS | 10 |
| 18. PROPOSED TOWN ORDINANCES | 10 |
| 19. PROBATIONARY FIREFIGHTERS | 10 |
| 20. EMERGENCY CONDITIONS..... | 11 |
| 21. VACATIONS | 11 |
| 22. PENSIONS AND BENEFIT PLAN..... | 12 |
| 23. LEAVES OF ABSENCE..... | 14 |
| 24. ACCIDENT REPORTS | 16 |
| 25. TOP PAY UPON PROMOTION..... | 16 |
| 26. CONTRACT GRIEVANCE PROCEDURE..... | 16 |
| 27. RULES AND REGULATIONS..... | 18 |
| 28. UNIFORMS..... | 18 |
| 29. PHYSICAL EXAMINATIONS | 19 |
| 30. WAGES & LONGEVITY..... | 19 |
| 31. HOURS OF DAY AND WORK WEEK..... | 20 |
| 32. OVERTIME..... | 22 |
| 33. TRUCK/APPARATUS COMMITTEE | 22 |
| 34. FIREFIGHTER'S REPORTS | 23 |
| 35. SICK LEAVE | 23 |
| 36. COMPLIANCE WITH TAYLOR LAW SECTION 204-a..... | 24 |
| 37. TERM OF AGREEMENT | 24 |
| APPENDIX A - SECTION 207-A | 25 |
| APPENDIX B - ALCOHOL & DRUG TESTING POLICY | 30 |
| APPENDIX C - RETIREE HEALTH CARE CONTRIBUTION SYSTEM..... | 36 |

AGREEMENT made and entered into this 18th day of September, 2013 by and between the TOWN OF MAMARONECK FIRE DISTRICT #1, a municipal corporation, located in the County of Westchester, State of New York (*hereinafter referred to as the "Town"*), and the TOWN OF MAMARONECK PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 898, INTERNATIONAL ASSOCIATION OF *FIREFIGHTERS* (*hereinafter referred to as the "Association"*).

SECTION 1 - RECOGNITION

1.1 The Town recognizes the Association as the sole and exclusive bargaining agent and representative for the firefighters of the Town of Mamaroneck Fire Department.

1.2 The Association will be allowed to use the Weaver Street Firehouse and Firehouse Grounds, for meetings and social events providing the Association does their own custodial work for each function. The use of the Firehouse by the Association is subject to the approval of the Fire Chief which shall not be unreasonably withheld. Such use shall exclude the firehouse clubroom.

SECTION 2 - DUES CHECK-OFF

2.1 The Town agrees to deduct from the paycheck of each firefighter who has signed an authorized payroll deduction card, the amount authorized by the firefighter and certified by an officer of the Association as Association dues and/or special deductions. Deductions will be made from the payroll bi-weekly and the total collected will be delivered to the Treasurer of the Association within seven (7) days of such withholding. Said authorization shall not terminate while the firefighter is covered by this agreement.

2.2 If the amount to be deducted is thereafter changed, deduction of the new amount shall begin with the payment for the second payroll period following the payroll period during which the employer receives official notice from the Association of the new amount.

2.3 Deductions for a new member of the Association shall begin with the pay period following the pay period in which the firefighter's signed deduction card is received by the employer.

2.4 Reinstated members of the Association will be treated in the same manner as new members.

2.5 Not later than the fifteenth (15) calendar day of each month, the employer shall mail or deliver to the Treasurer of the Association a list of all firefighters of the bargaining unit for whom deductions were made.

SECTION 3 - NO STRIKE

As the intent and purpose of this agreement is to promote cooperation and harmonious relations between the parties as well as to assure the public safety of the Town, and to be compatible with Section 210.1 of the Public Employees Fair Employment Act, the Association therefore affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose any obligation on its members to conduct, assist or participate in any such strike and will use its efforts to discourage or prevent any such strike.

SECTION 4 - SAVINGS CLAUSE

All conditions or provisions beneficial to firefighters now in effect which are not specifically provided for elsewhere in this agreement shall remain in effect for the duration of this agreement unless mutually agreed otherwise between the Town and the Association.

SECTION 5 - SEPARABILITY

This agreement shall be governed by the Constitution, the Public Employees Fair Employment Act, other provisions of the Civil Service Law, the Judiciary Law, Resolutions, Ordinances and Local Laws of the Government not inconsistent therewith. In the event any provisions, or part thereof in this agreement is inconsistent with any General Law, Special Law or ruling of the State of New York, such provision or part thereof shall be of no effect.

SECTION 6 - ASSOCIATION BUSINESS LEAVE

6.1 The Town will recognize not more than two firefighters for the purpose of handling contract negotiations and time so spent for these firefighters shall be without loss of pay.

The Association may choose to have additional firefighters handle contract negotiations, however, such additional firefighters shall do so on off duty time.

6.2 The Town will permit time off with pay for the President of the Association or his/her designee to attend Association meetings, conventions, grievance or disciplinary hearings, conferences and memorial services under the following conditions:

- (a) Reasonable advance notice of such meetings must be given to the Chief or designated head of the Department in writing, stating the name of the member who will be attending and the duration of his/her absence.

- (b) The Association shall be permitted up to a maximum of three (3) working days off with pay in each calendar year for the purposes of this section. No more than two (2) firefighters shall be absent on any one occasion for that purpose. An Association business leave day may be taken in either a 10 hour or 14 hour work period or a twenty-four (24) hour period. A ten (10) or fourteen (14) hour period shall be counted as half of one working day.
- (c) A qualified replacement for the absent firefighter shall be available in the department during the absence of a firefighter for such purpose. A qualified firefighter shall be deemed to mean another firefighter in the same classification as the absent firefighters.
- (d) Additional time off without pay for the purposes of this Section shall be granted at the discretion of the Chief or designated head of the Department if, in his sole opinion, the operations of the Department shall not be impaired.
- (e) Whenever practicable, attendance at such Association activities shall be during off-duty periods.
- (f) Requests for Association business leave days may not be denied except in the event of an emergency condition.

SECTION 7 - ASSOCIATION - MANAGEMENT LIAISON COMMITTEE

There shall be an Association - Management Liaison Committee consisting of not more than three (3) members of the Association, the Chief of the Department, a member of the Fire Council and the Town Administrator. The committee shall meet at least once a year. However, it is understood that either the Town or the Association may call for additional meetings of the committee to discuss matters of mutual concern among which may be occupational safety and health matters. The Town and the Association shall exchange, at least five (5) days prior to the meeting, an outline of subjects to be discussed.

SECTION 8 - LIFE INSURANCE

The Town, at its cost, shall provide \$204.36 per year per firefighter for the purchase of life insurance which shall be obtained by the Association.

SECTION 9 - STAFFING

The Town will provide adequate personnel, as determined by the Chief and the Town Board to be consistent with the proper staffing of the fire apparatus, and/or other

operations of the Fire Department. This is to be accomplished in both the rank of the Firefighter and Paid Officers. It is understood that the staffing of the Fire Department is a management prerogative.

SECTION 10 - MAJOR MAINTENANCE

10.1 No Firefighter shall be required to perform major maintenance work at any fire house. Specifically excluded from the scope of the above statement shall be the performance of any duty which is related to firefighting, fire prevention, rescue work, the care and preventive maintenance required to maintain the building and grounds. Excluded will be the clubroom.

10.2 When any part of the Fire Headquarters building is used for any purpose other than regular fire department business, meetings, or drills, the volunteer firemen shall be responsible to clean and restore the area used to normal condition.

SECTION 11 - DEPARTMENT RULES

A new and revised Book of Rules shall be published from time to time, but no less than every five (5) years to meet changing conditions. Proposed revisions to the Fire Department Book of Rules will be forwarded to the President of the Association fourteen (14) days prior to implementation.

SECTION 12 - GENERAL ORDERS

All Chief's orders/directives shall be in writing, signed by the Chief or designated head of the Department. All administrative verbal orders shall, to remain effective, be followed by a written order within seventy-two (72) hours by the Chief or designated head of the Department. Chief's orders/directives will be kept in proper order in the alarm room. The Chief shall make every effort to annually update the book of Chief's orders/directives.

SECTION 13 - EXCHANGE OF DUTY

13.1a The Chief or his/her designee shall be notified of all duty exchanges between firefighters at least forty-eight (48) hours in advance of the date of the exchange except in cases of emergency. Upon proper notification the firefighter will be granted leave with pay for any day or days on which the firefighter is able to secure another firefighter to work in their place, provided the exchange of duty does not impose additional costs to the Town.

13.1b Proper notification shall be a written entry in the desk calendar and the daybook. In addition the Lieutenant or designated head of shift shall notify the Chief of the duty exchange by posting to the electronic calendar.

13.1c When a Lieutenant and a firefighter make an exchange that occurs on a day on which a firefighter would have received out of title pay for working as head of shift, the firefighter shall receive out of title pay for the shift he/she actually works provided: (1) the firefighter is actually head of shift, and (2) the exchange of duty occurs within two consecutive pay periods of the pay period of the original exchange.

SECTION 14 - BEREAVEMENT LEAVE

14.1 A member shall receive two (2) working days off with pay in the event of the death of any of the following relations: spouse, child, mother, father, brother, sister and one (1) working day off with pay for in-laws and grandparents. A member shall be entitled to convert up to two (2) accumulated sick leave days into bereavement leave.

SECTION 15 - HOLIDAYS

15.1 All firefighters and officers of the Fire Department shall receive thirteen (13) paid holidays as indicated:

- | | |
|---------------------------|----------------------|
| 1. New Year's Day | 8. Independence Day |
| 2. Martin Luther King Day | 9. Labor Day |
| 3. Lincoln's Birthday | 10. Columbus Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Easter | 13. Christmas Day |
| 7. Memorial Day | |

15.2 All thirteen holidays will be paid, whether actually worked or not at a rate calculated by multiplying the hourly rate by ten (10) hours. A firefighter may receive compensatory time for a maximum of four (4) of the thirteen (13) paid holidays. Payment for six (6) holidays will be paid in the first pay period of June and payment for seven (7) holidays will be made in the last pay period of November. Each member will have the right to select the dates of the compensatory time if chosen for four (4) holidays.

15.3 A firefighter will receive an additional day's pay of ten (10) hours if required to work on New Year's Day, Easter Sunday, Thanksgiving Day or Christmas. The period of observance for these days shall commence at 5:30 p.m. on the eve of the holiday and terminate at 11:59 p.m. on the day of the holiday. If, however, a firefighter actually works two consecutive evening tours (on the eve of the holiday and on the day of the holiday), the firefighter may only receive an additional day's pay of ten (10) hours for one of the two tours actually worked.

15.4 When a holiday is declared in the Town of Mamaroneck to commemorate a special event, a member working a regular tour of duty on that day will receive compensatory time off as a ten (10) hour day, fourteen (14) hour night or one day's pay of ten (10) hours.

15.5 Pursuant to the grievance arbitration dated August 9, 1994, firefighters on Section 207a leave shall not be entitled to holiday compensation for those holidays that occur during such leave.

15.6 When a firefighter or Lieutenant is assigned to a training school that is six (6) or more days in length, the firefighter/Lieutenant shall not receive holiday pay for those holidays that occur during such time unless the firefighter/Lieutenant is required to work on those holidays.

SECTION 16 - EDUCATION AND TRAINING

16.1 The Town will reimburse any firefighter of the Association for the full cost of tuition for courses in Fire Science or courses leading to a degree or certificate in Fire Science given at an accredited college or university. The Town will reimburse for tuition expenses a maximum of three (3) courses per year. To be eligible for reimbursement, all courses or curriculums must receive prior approval by the Chief and firefighters must maintain at least a B average. Application for reimbursement shall be made upon completion of the course(s) with evidence of course completion.

16.2 It is understood that New York State Fire training requirements will be imposed which specify minimum fire training programs for all firefighters. These requirements will result in both in-house and off-duty training for all firefighters and courses and programs for at least one firefighter training officer to be held at locations designated by the State of New York. The Fire Chief will establish a program of compliance for minimum training requirements and designate the number of firefighters to participate in each portion thereof.

Pursuant to part 426.6 of the New York State minimum training standards for firefighters, a new firefighter will attend training programs designated by the State of New York provided at State training centers to complete basic fire training. A new firefighter will be placed on a steady work schedule (8:00 a.m. to 4:00 p.m.) while at basic fire training school and 7:30 a.m. to 3:30 p.m. while at fire headquarters.

Firefighters will be allowed to conduct four (4) call-back drills per year. Firefighters will be paid at their regular hourly rate. The Chief shall approve the scheduling of call back drills.

16.3 Firefighters are required to be certified as New York State Emergency Medical Technicians in accordance with the requirements of Ch. 6 title 10, State Emergency Medical Service Code Part 800.8. Certification shall be maintained by a firefighter for the term of their employment with the Town. The Town, at its expense, will purchase required books and learning materials for Emergency Medical Training.

16.4 Firefighters who participate in training programs outside of their assigned tours of duty shall be paid at their regular hourly rate for the actual time spent in such participation. Such payment shall be at straight time rates and will be for a minimum of two hours.

16.5a When a firefighter participates in a course or program of training pursuant to Section 16.4 at a location outside of Westchester County, compensation shall be paid to such firefighter at the rate of eight (8) hours pay at straight time rates for each day of participation of such program which includes no regularly scheduled tour of duty. However, if during any twenty-four (24) hour period, more than eight (8) hours are spent in actual participation of training programs and/or in travel to and from the program site, hours in excess of eight (8) hours shall be compensated at straight time. Such compensation shall be paid only upon verification of the time so spent.

16.5b When a firefighter is assigned to a training school that is six (6) or more days, the firefighter shall be reassigned to a training schedule and shall not report to his/her regularly scheduled tours. The training schedule shall be defined as Monday through Friday 8:00am to 5:00pm, or such hours that are required by the training program. The firefighter shall receive a minimum of eight (8) hours pay at the firefighter's normal rate of pay for each day on the training schedule. However, if during the training program, more than eight (8) hours are spent in actual participation of the training program and/or in the travel to and from the training program site, hours in excess of eight (8) hours shall be paid at the firefighter's normal rate of pay only upon verification of the time so spent. The firefighter shall also be compensated for reasonable travel expenses upon submission of evidence of such expenses.

16.6 Salary During Extended Training Programs: If for any reason, the training program or course requires overnight stay, the firefighters shall be compensated at straight time for eight (8) hours per day. Upon the prior approval of the Chief or his designee, a firefighter shall be reimbursed for travel expenses in accordance with Chapter 5 of the Town Administrative Manual.

16.7 Training Officer The Town shall designate a Training Officer from the paid staff of the Fire Department.

16.8 Firefighters hired after 1/1/06 who have not transferred from other Fire Districts and are required to complete training at the Fire Academy will be advised that if they resign to accept a position as a firefighter with another municipality before their second anniversary of employment, they will be responsible for reimbursing some portion of the cost of their training at the Academy. Those who leave before their first anniversary will be responsible for reimbursing the Department fifty percent (50%) of the training expense. Those who transfer between their first and second anniversaries will be responsible for reimbursing 25% of the cost.

SECTION 17 - BULLETIN BOARDS

The Association shall have the right to post Association notices and communications on a bulletin board maintained in the Firehouse. The location of the bulletin Board will be mutually agreed upon by the Fire Chief and Association.

SECTION 18 - PROPOSED TOWN ORDINANCES

Proposed ordinances or local laws concerning the benefits or working standards of any member of the Professional Firefighters Association shall be forwarded to the Association President fourteen (14) days prior to consideration by the Town Board at the Public Hearing. Future changes or additions to these ordinances shall be sent to the President of the Association for his/her study.

SECTION 19 - PROBATIONARY FIREFIGHTERS

19.1 A newly hired firefighter shall serve a probationary period of fifty-two (52) weeks. A probationary firefighter shall be on the job a minimum of four (4) weeks before he/she will constitute a person on duty. This period shall not include time spent completing Basic Fire Training at a New York State Training Center.

19.2 A firefighter promoted to the rank of Lieutenant shall serve a probationary period of fifty-two (52) weeks in accordance with Westchester County Civil Service rules.

19.3 The Town shall maintain appropriate eligibility lists of firefighters and officers subject to the availability of such lists from the Westchester County Personnel Office. The President of the Association will be notified as soon as possible when the Town decides to participate in a promotional examination.

19.4 A probationary firefighter must complete certification as a New York State Emergency Medical Technician as per Section 16.2 of this Agreement. Certification must be completed no later than the end of the firefighter's probationary period. If a firefighter is unable to complete the required certification by the end of his/her probationary period, the firefighter may file with the Chief a written request for an extension of time. Where circumstances warrant, a request for a time extension shall not be unreasonably denied.

SECTION 20 - EMERGENCY CONDITIONS

20.1 Riots and Conflagrations The Town agrees that in the event of riot, conflagration or other extreme emergency, firefighters shall be provided, to the best of the Town's ability, with adequate relief, meals, sleeping facilities and police protection.

20.2 Meal Allowance When an officer or firefighter is held over beyond his/her normal tour for overtime work, or in the event he is recalled for emergency duty, minimum six (6) hours, he/she shall receive a five dollar and fifty cents (\$5.50) meal allowance.

20.3 Relief from Duty In the event of fire of long duration, the Chief shall, to the best of his ability, provide periodic relief from the fire scene for each firefighter on duty at said fire scene.

SECTION 21 - VACATIONS

21.1 Vacations will follow the below schedule:

- A) Members with service from one year (1) through five (5) completed years: six (6) working days.
- B) Members with service starting from six (6) years through ten (10) completed years: nine (9) working days.
- C) Members with service of eleven (11) years and over: eleven (11) working days.
- D) Lieutenants shall receive an extra fourteen (14) hours of vacation which will be used to fill in the first "Kelly pick".
- E) A vacation day shall be equal to one (1) twenty-four (24) hour working day.

21.2 Vacation picks will proceed as follows:

- A) Choice of vacation days will be made in order of seniority in grade with officers picking first in order.

- B) All members will be allowed one split.
- C) Those members wishing to split their vacations will take a minimum of half the vacation time allowed on their first pick.
- D) After each member has made one pick according to seniority in grade, the second pick will be taken.
- E) Those members not wishing to split their vacation may pick all their vacation time on the first pick, the dates to run in consecutive order.
- F) All requests for time off are subject to the approval of the Chief of the Department.

21.3 Pursuant to the grievance arbitration decision dated August 9, 1993, firefighters shall not accrue vacation leave while on Section 207A leave. Vacation entitlements shall be prorated to reflect the absence on 207A leave.

SECTION 22 - PENSION AND BENEFIT PLANS

22.1 Pension

All employees shall be members of the New York State Police and Fire Retirement System (NYPFRS). The terms of the employee's membership shall be governed by the laws of the State of New York and the regulations of the New York State Police and Fire Retirement System.

The twenty (20) year non-contributory pension option pursuant to Section 384-d of the Retirement and Social Security Law shall continue for employees hired prior to April 1, 2012. For those employees hired on or after April 1, 2012, the twenty (20) year pension option pursuant to Section 384-d of the Retirement and Social Security Law shall continue and shall be contributory or non-contributory in accordance with the employee's applicable retirement Tier as determined by the NYPFRS.

Firefighters in the twenty-five (25) year non-contributory pension will be given the 1/60th pension benefit.

22.2 Line of Duty Death The Town shall, in addition to all other benefits, make available to all Professional Firefighters the provisions of Section 208-B & C of the General Municipal Law. The Town will pay all funeral expenses of any member who shall succumb in the line of duty to a maximum of \$13,000. The named beneficiary, estate, or legal representative of any deceased member of the Association shall be paid for all unused vacation time, holiday pay, overtime or other payments due under this agreement.

22.3a Health Insurance The Town agrees to continue in full force and effect the present medical and hospitalization benefit plan known as the Empire Plan or a plan providing comparable benefits. This plan will be paid for by the Town for all firefighters and retired members of the Fire Department and their families except as follows:

1. Employees hired between 7/1/94 and 12/31/96 shall be required to contribute to the cost of the health insurance premium; one thousand (\$1,000) toward the annual cost of family coverage or five hundred \$500 toward cost of individual health insurance coverage. The contribution shall be made by the employee for the first eight (8) years of employment and will be deducted from the employees' by-weekly payroll check.
2. Effective 1/1/04, employees hired after 1/1/97 shall be required to contribute one thousand, five hundred dollars (\$1,500) toward the annual cost of family medical insurance one thousand dollars (\$1,000) toward the cost of individual health insurance coverage. The contribution shall commence on the employee's fifth anniversary of their employment and continue until retirement or other separation from service with the Town of Mamaroneck. Contributions shall be deducted from the employee's bi-weekly payroll check.
3. Effective 1/1/06, all firefighters hired after this date will contribute 1% of their annual salary toward individual health insurance contracts and 2% of their annual salary for family contract coverage for the first five years of employment. From year six until retirement, they will contribute 1.5% of their annual salary toward individual health insurance contract coverage and 2.5% of their annual salary toward family contract coverage.
4. For firefighters hired on or after January 1, 2012 firefighters in-grade will contribute 10% of the cost of health insurance coverage until such time as they reach the first grade. Upon reaching first grade the firefighters will contribute 15% of the cost of health insurance coverage for their entire term of employment with the Town.
Upon retirement, should the firefighter wish to continue to receive health insurance the firefighter will contribute 10% of the cost of health insurance coverage pursuant to the Retiree Health Care Contribution System described in Appendix C.

22.3b Members of the Association who voluntarily withdraw from the Town's health insurance plan shall receive \$5,000 provided they remain not covered by the Town's plan for a period of twelve (12) consecutive months. Such payments shall be made annually thereafter at the end of each twelve (12) month period. Nothing contained herein shall preclude a member from re-entering the health insurance plan during twelve (12) month period, however, in such case no payments shall be made.

22.4 The Town shall continue in the present dental and optical plan known as the CSEA Employees benefit Sun Life Financial Dental Plan and the CSEA Employee Benefit Fund Platinum 12 Vision Care Plan or plans providing comparable benefits. At the employee's option and expense, the optical plan provided through the CSEA Employee Benefit Fund shall be continued into retirement. The Town shall have no responsibility whatsoever for the administration of the program. Further, the Town shall have no obligation at any time to reimburse either the CSEA or the retiree for the cost of this coverage. The Association agrees to defend, hold harmless and indemnify the Town for any claims arising from the administration of the program.

SECTION 23 - LEAVES OF ABSENCE

23.1 Firefighters shall be entitled to one (1) personal day per year. This shall be one (1) working day to be taken as a twenty-four (24) hour period. Personal leave shall not be taken on the calendar day of one of the Town's thirteen (13) recognized holidays, nor on the calendar days preceding or following such a holiday. The Chief, at his/her discretion, shall grant additional personal days to firefighters upon request for justifiable reasons. Unused personal days may not be carried over into the next calendar year. Requests for such personal leave shall be submitted to the Chief for approval at least forty-eight (48) hours in advance except in cases of emergencies, and shall not be unreasonably denied. Pursuant to Grievance settled on January 16, 2004, personal days cannot be denied on the grounds of creating overtime.

23.2 Firefighters holding the permanent rank of Lieutenant shall be entitled to two (2) personal days per year. These shall be two (2) working days to be taken in ten (10), fourteen (14), or twenty-four (24) hour periods. A ten (10) or fourteen (14) hour period shall be counted as half of one (1) personal day. Personal leave shall not be taken on the calendar day of one of the Town's thirteen (13) recognized holidays, nor on the calendar days preceding or following such a holiday. Unused personal days may not be carried over into the next calendar year. Requests for such personal leave shall be submitted to the Chief for approval at least forty-eight (48) hours in advance except in cases of emergencies, and shall not be unreasonably denied. Pursuant to Grievance settled on January 16, 2004 personal days cannot be denied on the grounds of creating overtime.

23.3 Upon request to the Chief, an employee may, if deemed to be in the best interest of the Town and/or the employee, be granted by the Chief an unpaid leave of absence for a period not to exceed one year for such reasons not limited to child rearing leave, child adoption leave or educational leave.

23.4 All leaves of absences without pay shall be requested at least thirty (30) days before the proposed commencement date of the leave of absence. A decision on the request shall be furnished in writing by the chief within twenty (20) days of receipt of each request. Upon return from such leave, the employee shall be reinstated to the same position for the salary of the position then in effect.

Such leave of absence shall be without pay or other firefighter benefits except as stated. Seniority shall be retained but will not accrue during such leave. The time while on unpaid leave of absence will not be counted in computing service time for vacation, sick leave, longevity or similar purposes.

If a firefighter wishes to be continued to be covered by any group benefit plan, he/she may do so at his/her own cost.

23.5 As allowable under the Family and Medical Leave Article 1993 (Federal Regulations Part 8-25), any firefighter must be granted twelve (12) weeks (concurrent or non-concurrent) unpaid leave during any calendar year for the following reasons:

- a) To care for the firefighter's child after birth, adoption or foster care;
- b) To care for the employee's spouse, son, or daughter, or parent, who has a serious health condition; or
- c) For a serious health condition that makes the firefighter unable to perform the firefighter's job.

Except in the case of an emergency, the firefighter shall provide the Town thirty (30) days written notice stating the reason for the leave and the time requested.

During the leave period(s), the firefighter's group health coverage will be maintained at no cost to the firefighter. The firefighter shall be restored to the firefighter's original or equivalent position with no loss of seniority, pay, benefits or longevity.

23.6 Jury Duty

A. A firefighter called to jury duty shall be required to notify the Fire Chief or his designee within forty-eight (48) hours from receiving notice for jury duty by providing a copy of such notice to the fire Chief. Jury duty shall include either Grand Jury or Petit Jury both in Federal or State court.

B. If a firefighter is placed on jury standby schedule and not required to be present in court, the firefighter shall report to work as scheduled. When the firefighter is notified to report to court, he/she shall immediately notify the Chief or his designee. In the event a firefighter is required to be present in court pursuant to the jury duty notice during the firefighter's regular scheduled tours, the firefighter shall be excused from work with no loss of pay or benefits. The firefighter shall be excused from all regular scheduled tours during any part of the calendar day that he/she is required to attend court. As a condition for eligibility to the benefits provided herein, the firefighter shall provide to the

chief or his designee a certification of jury service showing the dates the firefighter was present in court for jury service.

C. In the event the Fire Department schedules a replacement for a firefighter excused for jury duty, and attendance for such jury duty is canceled, the Fire Department reserves the right to cancel the overtime tour prior to the replacement firefighter commencing work at the scheduled start of the overtime tour.

D. The firefighter shall remit to the Town any per diem payment received from the court for jury service for each day that they are excused from duty and paid by the Town.

23.7 In the event of a layoff, the Town will follow procedures as set forth in the Westchester County Civil Service Rules and the New York State Civil Service Law.

SECTION 24 - ACCIDENT REPORTS

24.1 The administration of all line of duty injuries shall be in accordance with the policies and procedures set forth in Appendix A.

SECTION 25 - TOP PAY UPON PROMOTION

25.1 All firefighters being promoted in the Fire Department shall receive salary equal to that being received by all others of equal rank.

25.2 Working out-of-title assignment shall be by seniority and/or suitability at the discretion of the Chief. Firefighters will be paid for each day they have worked an out-of-title assignment at the rate of the higher position they occupied. A firefighter shall be deemed to act out of title whenever he/she shall be required to perform duties in excess of, or in addition to, those required of his/her rank or position. Payments of the differential will be made within thirty (30) days in the same manner as overtime payments.

SECTION 26 - CONTRACT GRIEVANCE PROCEDURE

This procedure is established to seek an equitable resolution of problems that arise as a result of an employer/firefighter relationship within the Fire Department. The intent of the grievance procedure shall be to settle firefighter grievances on as low an administrative level as possible so as to insure efficiency and maintain firefighter morale.

All disputes between the Town and one or more of the members of the Professional Firefighters Association involving the interpretation or application of this agreement or a claim that this contract has been violated (hereafter inter alia a grievance) shall be adjusted in accordance with the following procedure:

- a) The firefighter shall present the grievance to his/her immediate supervisor within ten (10) calendar days after the grievance arises and they shall attempt informally to adjust the matter.
- b) If the grievance is not adjusted informally, it shall be reduced to writing by the grievant who shall present it to the immediate supervisor. The immediate supervisor shall respond to the written grievance in writing within five (5) calendar days after receiving it.
- c) If the grievance is not resolved on the basis of the written response received from the immediate supervisor, the grievant shall have seven (7) calendar days from the receipt of the response to file a written appeal with the Fire Chief. The Fire Chief shall respond to such appeals in writing within seven (7) calendar days of their receipt, stating its determination with respect to the matter appealed upon.
- d) If the grievance is not resolved on the basis of the written response received from the Fire Chief, the grievant shall have seven (7) calendar days from the receipt of the response to file a written appeal with the Town Administrator. The Town Administrator shall respond to such appeals in writing within fourteen (14) calendar days of their receipt, stating its determination with respect to the matter appealed upon.
- e) If the grievance has not been disposed of to the satisfaction of the aggrieved, either party may submit it to an arbitrator within twenty (20) calendar days after receipt of the Town Administrator's decision. The arbitrator shall be selected from a list supplied by the American Arbitration Association and shall be appointed in accordance with the then prevailing rules of that association.

The Arbitrator shall have no authority to add to, enlarge upon, subtract from or in any way modify the terms of the agreement or make any recommendations thereto. The decision of the arbitrator shall be final and binding on all parties.

- f) Any cost arising out of the use of such arbitration shall be divided equally between the employer and the grievant.

SECTION 27 - RULES AND REGULATIONS

27.1 The Town shall retain all rights it had prior to this agreement, except as such rights are specially amended or abridged by this agreement. The union recognizes that the management of the Fire Department, the control of its properties, and maintenance and order and efficiency is solely the responsibility of the Town. The union further recognizes that their rights include, but are not limited to, the right of the Town to direct its workforce and to make all decisions as to the operation of the Fire Department. Included in their rights is the increase or decrease in the workforce, discipline, and all rights, normally inherent in the right of management, except as otherwise may be limited by the terms of this agreement. This clause shall not serve as a waiver of firefighters' rights pursuant to the provision of the Taylor Law.

27.2 In the event the Town proposes removal or other disciplinary action against a firefighter and such action is covered by Section 75 of the Civil Service Law, the Town shall act in accordance with the procedures set forth in Section 75 of the New York State Civil Service Law.

SECTION 28 - UNIFORMS

28.1a The Town shall provide, at its expense, new outer firefighting garments for appointed firefighters upon completion of their probationary period. Outer firefighting garments will be replaced when deemed appropriate by the Fire Department.

28.1b The Town shall provide at its own expense the following uniform items to all probationary firefighters upon their hire: Three (3) long sleeve shirts, three (3) short sleeve shirts, three (3) tee-shirts, three (3) pair work pants and two (2) sweatshirts.

Firefighters shall be required to wear uniforms as prescribed by the Fire Department. The Fire Department shall establish a list of specifications of approved uniform items to be worn by firefighters. Commencing with their second year of employment, firefighters shall receive an annual allotment of three hundred dollars (\$300) for the express purpose of purchasing the required uniforms and/or additional firefighting equipment not supplied by the Town. Items will be chosen off the aforementioned list and ordered directly by the Town. This allotment shall not apply to the uniform work jacket, dress uniform or fire fighting equipment items. These items will be supplied by the Town at its expense. In addition, each member will receive \$250 for the express purpose of maintaining their uniforms. Payment shall be made in the first pay period of April of each year.

28.1c Each firefighter shall be issued a uniform work jacket. Work jackets will be replaced as needed.

28.1d Each firefighter shall be entitled to \$125 each year for the purpose of purchasing work shoes. The shoe allowance will be paid in May of each year by separate payroll check. Newly appointed firefighters shall receive the shoe allowance within thirty (30) days of appointment.

28.2 The Town shall furnish a new regulation dress uniform to all new Firefighters. The dress uniform shall consist of the following: uniform jacket with Fire Department emblem, uniform pants, tie, shirt, dress hat, and belt.

28.3 The Town shall provide each member of the Fire Department with eye shields to be used with their helmets. The Town shall also provide any special equipment required for firefighting and shall replace worn out equipment as necessary.

SECTION 29 - PHYSICAL EXAMINATIONS

29.1 Effective January 1, 2000, firefighters will be subject to the alcohol and drug testing policy in Appendix B.

29.2 Effective January 1, 2006, random drug testing will be administered for up to twenty-four (24) times during a period of twenty-four (24) months to firefighters who have tested positive after an accident or who have tested positive as the result of a reasonable suspicion test. After the firefighter returns to work, the provisions of the Town's Alcohol and Drug policy apply.

SECTION 30 - WAGES & LONGEVITY

30.1 The following annual salary structures shall apply to the Fire Department firefighters:

| | <u>1/1/2012 - 12/31/2015</u> | | | |
|-------------------------|-------------------------------------|----------------------|----------------------|----------------------|
| Starting Firefighter | \$37,000 | | | |
| <hr/> | | | | |
| | <u>1/1/12</u> | <u>1/1/13</u> | <u>1/1/14</u> | <u>1/1/15</u> |
| | 1.75% | 1.75% | 2.25% | 2.25% |
| First Grade Firefighter | \$85,694 | \$87,193 | \$89,155 | \$91,161 |
| Lieutenant | \$97,939 | \$99,653 | \$101,896 | \$104,188 |

30.1a EMT Stipend - Effective 1/1/12 firefighters will receive an annual stipend of twelve hundred dollars (\$1200) in 2012 and 2013, and fifteen hundred dollars (\$1500) in 2014 and 2015 in consideration of their status as emergency medical technicians. This stipend shall be paid in April of each year and will not be included in a firefighter's base salary.

30.1b Effective for firefighters hired as of 1/1/91, the following shall apply. The annual in-grade salary increase shall equal the starting salary of a firefighter subtracted from the salary of a 1st grade firefighter, divided by five. Salary increments will be given on the firefighter's anniversary date. Firefighters in-grade shall receive the dollar amount of any increase granted to a first grade firefighter. In-grade firefighters shall reach the rank of first grade firefighters upon completion of their fifth year of employment. For transfer firefighters that are hired at a salary higher than starting salary, such firefighters will reach the rank of first grade firefighter at the year agreed upon at time of hire. Salary increments shall equal the starting salary of the firefighter subtracted from the salary of a first grade firefighter, divided by the number of years it will take to reach first grade which may be less than five.

30.1c Firefighters hourly rate of pay shall be calculated on the basis of 2080 hours accrued in a calendar year.

30.2 The Town shall provide longevity increments on the following basis:

| | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> |
|--|-------------|-------------|-------------|-------------|
| a) After 7 years of continuous service: | \$775 | \$775 | \$775 | \$775 |
| b) After 11 years of continuous service: | \$900 | \$900 | \$900 | \$900 |
| c) After 15 years of continuous service: | \$1,025 | \$1,025 | \$1,025 | \$1,025 |
| d) After 19 years of continuous service: | \$1,150 | \$1,150 | \$1,150 | \$1,150 |

30.3 Longevity payments are not part of base pay and are not to be included in calculating the firefighter's hourly rate for purposes of overtime, holiday pay, or training pay. Longevity payments shall be made in April of each year by separate check if practicable.

SECTION 31 - HOURS OF DAY AND WORK WEEK

31.1a Hours of Work: The hours of work will be based upon a four squad system. Each squad will work one twenty-four (24) hour tour with seventy-two (72) hours off between each tour. The workweek will be equivalent to forty (40) hours per week. A working day shall be defined as a twenty four (24) hour tour.

The Town, at its sole discretion, may discontinue the twenty-four (24) hour work schedule, upon sixty (60) days notice to the Association. Should the Town exercise its right to discontinue the twenty-four (24) hour schedule, the fire department will revert back to the original two (2) platoon system comprised of ten (10) hour day tours and fourteen (14) hour evening tours.

31.1b The following procedures shall apply to firefighters who are designated as "jumpers":

1. There will be a maximum of two jumpers under the current staffing of fourteen (14) firefighters. If the total number of permanent firefighters were to change the Town would discuss with the Association the appropriate number of jumpers for the department.
2. The two most junior firefighters will be assigned as jumpers. There will be no minimum or maximum time that a jumper will remain as a jumper for scheduling purposes.
3. When a permanent firefighter slot becomes vacant the Chief, solely at his/her discretion, will decide whether to place one of the jumpers into the vacant slot.
4. If the Chief decides to move a jumper into a vacant permanent slot, the senior most jumper will be moved into that slot. Once a jumper has been placed in a vacant permanent slot, he/she cannot be moved back into a jumper's slot.
5. The annual jumper's schedule will be posted in January of each year upon approval of the Chief. The purpose of a jumper is to fill in open tours created by the leave time of permanent firefighters and as a result the jumper's schedule will not necessarily be consistent with the Hours of Work as set forth in Section 31.1a. Jumpers will normally be scheduled to work a twenty-four (24) hour tour, however, it is understood that the scheduled work day may vary so that a jumper may, at times, be scheduled to work a ten (10) hour shift.

31.2 It is understood that due to the nature of the work schedule, a firefighter will, from time to time, work more than forty (40) hours in a week. The Town and the Association have agreed that on average a firefighter's schedule results in a forty-two (42) hour work week. In consideration of the schedule, a firefighter is provided one hundred and six (106) hours of compensatory time known as "Kelly Time."

If a firefighter is absent from work due to a job or non-job related injury or illness, or leave of absence, for more than twelve (12) working days in a calendar year, the calculation of "Kelly Time" shall be as follows:

A firefighter absent for less than twelve (12) working days shall not have Kelly time prorated. A firefighter absent for twelve (12) or more working days as a result of an on the job injury or illness shall have Kelly time prorated back to the first day of absence.

For each week of absence, the firefighter's Kelly time entitlement of one hundred and six (106) hours shall be reduced by two (2) hours.

A firefighter absent for six (6) or more working days or the hourly equivalent as a result of a non-job related injury or illness shall have Kelly time prorated back to the first day of absence. For each week of absence, the firefighter's Kelly time entitlement of one hundred and six (106) hours shall be reduced by two (2) hours.

SECTION 32 - OVERTIME

32.1a If because of an emergency or call back, a firefighter works more than his/her normal tour of duty in any week, he/she shall be paid one and one-half times his/her hourly rate for such work.

32.1b When a firefighter is held over his/her normal relief time, he/she shall receive a minimum of time and one-half overtime pay.

32.1c If a firefighter is ordered to work by the Chief ten (10) or more consecutive hours immediately following the completion of a twenty-four (24) hour tour, the firefighter shall be paid double time for each hour worked until the firefighter's next regularly scheduled tour at which time the normal rate of pay shall apply.

Such order of the Chief or his designee shall be in writing to the firefighter. In the case of an emergency where there is no time for written notification to the firefighter, the Chief shall direct the Lieutenant or the head of the shift to make proper entry in the day book.

32.2 When a firefighter is called back to work after having completed his/her shift or tour of duty, he shall receive a minimum of four (4) hours pay at the overtime rate.

32.3 All overtime in excess of the minimum stated in above paragraph shall be computed at the next highest fifteen (15) minute interval.

32.4 Overtime will be paid within thirty (30) days of the time worked.

SECTION 33 -TRUCK/APPARATUS COMMITTEE

There shall be at least one Professional Firefighter and one alternate professional firefighter appointed to the Truck/Apparatus Committee. The Chief will make every reasonable effort to schedule committee meetings so as to coincide with the work schedule of the appointed committee member of the paid firefighter.

SECTION 34 - FIREFIGHTER'S REPORTS

34.1 Upon request, a firefighter shall be given a copy of any report which is to become a part of said firefighter's permanent personnel record. Such reports shall include, but not be limited to, injury reports sick reports and any report which might be used by the Town in a future disciplinary action.

34.2 Firefighters shall be entitled to representation, by the Association or legal counsel, at any formal interrogation, investigation or disciplinary hearing concerning the firefighter.

SECTION 35 - SICK LEAVE

35.1 Firefighters shall be entitled to twelve (12) days sick leave per year and may accumulate unused sick leave without limitation. If a firefighter is sick for a complete twenty-four (24) hour working day, it shall count as two (2) sick days. Sick leave may be taken in ten (10) or fourteen (14) hour periods.

35.2 Any firefighter who is ill for a longer period than covered by accumulated sick leave time may use current year vacation time as additional sick leave time within a calendar year.

35.3 Unused sick leave shall not be paid upon termination of employment, retirement or death.

35.4 All firefighters shall report illness to the Chief and upon request furnish a doctor's statement in the case of absences of more than two (2) consecutive twenty-four (24) hour working days.

35.5 All firefighters absent due to a non-job related injury or illness for more than two consecutive twenty-four (24) hour working days shall be required to produce a doctor's note stating that the firefighter is capable of resuming the regular duties of a firefighter.

35.6 - Sick Leave Incentive

SICK DAYS

INCENTIVE

0
1
2

3 days pay or 3 additional sick days
2 days pay or 2 additional sick days
1 days pay or 1 additional sick day

A day of pay shall be equal to ten (10) hours of pay at the normal rate of pay.

35.7 A firefighter may use sick leave to attend to the illness or injury of a family member.

35.8 Family member is defined as a spouse, parent or child. A firefighter may be required to submit a doctor's statement in connection with the family member's illness or injury.

SECTION 36 - COMPLIANCE WITH TAYLOR LAW SECTION 204-A

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.

SECTION 37 - TERM OF AGREEMENT

This agreement shall be for a term of four (4) years commencing:

January 1, 2012 through December 31, 2015

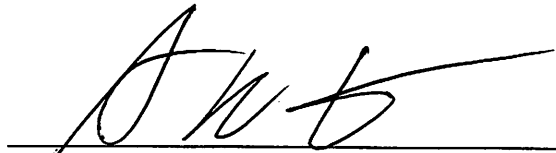
**TOWN OF MAMARONECK
PROFESSIONAL FIREFIGHTERS**

TOWN OF MAMARONECK



Christopher DeNisco, President, PFFA

11/5/13
Date



Stephen V. Altieri, Town Administrator

11/5/13
Date

Appendix A: SECTION 207-A

Section 1. Benefit Eligibility

During the first year of absence pursuant to General Municipal Law Section 207-a, the unit member will receive the following benefits:

A. Salary

Longevity

Medical/Hospitalization: The coverage that the unit member had (family or individual) as of the date the 207-a leave commenced shall be continued for one (1) year, from the date the leave commenced on the same terms as it is provided to active unit members.

Life Insurance Premium: contribution as per contract.

Dental/Optical Premium: contribution as per contract.

B. If an absence pursuant to General Municipal Law 207-a extends beyond one (1) year, the unit member will receive the following benefits: salary and such other compensation/benefits as the Town shall, in its sole discretion, determine to be appropriate; provided only that such compensation/benefit shall not be less than what is required to be paid by General Municipal Law 207-a itself which shall constitute the Town's sole obligation.

Section 2. Procedures

The following procedures are intended to better manage the administration of 207-a leave benefits for the Town's firefighters and ensure that firefighters who are entitled to such benefits receive them. A failure to comply with these procedures may result in the denial of benefits.

A. Definitions

1. **General Municipal Law Section 207-a (GML S 207-a):** the provision of the General Municipal Law which provides full salary and medical expenses to a firefighter who is determined by a municipality to have sustained an injury or sickness in the performance of his/her duties.
2. **Chief:** shall mean the Fire chief or any individual designated by him/her.
3. **Applicant:** any firefighter making application for benefits under GML S 207-a.
4. **Light Duty:** such duty as is determined by the Chief to be performable by firefighters with some degree of disability. Duties will be consistent with duties traditionally done by firefighters.

B. Application for Benefits

1. No application for 207-a leave benefits shall be considered unless a written incident report has been filed with the Chief within twenty-four hours of the incident which gave rise to the disability.

The application for 207-a leave benefits may be made by the applicant or by some person acting on behalf of and authorized by the applicant. The failure to submit an incident report within the twenty-four hour limit may be excused by the Chief in appropriate cases, including instances where the alleged disability prevented the applicant from filing the report.

2. The application for benefits will be made on a form provided by the department and must be submitted to the Chief's office within ten (10) days of the date of the incident which gave rise to the claimed disability. The application must be set forth fully: (a) the time and place where such injury occurred; (b) a detailed statement of the facts and circumstances which led to the claimed disability; (c) the nature and extent of the applicant's injury including reports from all doctors or other medical personnel by whom the firefighter was examined or treated; (d) the alleged incapability suffered by the firefighter; (e) the names of any witnesses to the incident which gave rise to the claimed disability.
3. The Chief shall have exclusive authority to determine all applications for benefits. He shall review each application and have full authority to: (a) require the applicant to submit to medical tests and examinations; (b) require the production of all books, records, and reports pertaining to the injury from the applicant or any physician or medical personnel or other individual having custody of said records.
4. Pending the determination of an application for benefits, an applicant who is unable to report to work may use all accumulated leave credits.

C. Determinations

A determination shall be made by the chief within thirty (30) days of the date of receipt of the application. Upon a determination of entitlement to 207-a leave benefits, all leave credits which were deducted as a result of time missed which are determined to have resulted from the injury will be reaccredited to the officer.

1. A firefighter determined to be entitled to a 207-a leave benefits will advise the Chief in writing of any change in his or her status, e.g., any improvement in physical or mental condition during the disability. Such reports must be filed any time there is a change in status but must be filed at least every thirty (30) calendar days even if there is no change in status. The report will state: (a) the status of the injury; (b) the name of any doctor or other medical personnel who examined or treated the firefighter during that period; (c) the treatment prescribed; (d) the estimated length of the recovery period; (e) whether the firefighter is capable of performing any work for the department despite his/her injury.
2. Any firefighter receiving GML S 207-a benefits will submit to such medical examinations as are required by the Chief. Upon receipt of a medical report certifying that the firefighter may perform full duty or light duty, the firefighter will return to duty if so ordered by the Chief. A firefighter who refuses to return to work after certification of fitness for duty forfeits any right to GMLS 207-a benefits and may be subject to discipline. A firefighter may, however, appeal such review of the determination of fitness for duty as provided below.

D. Review of Determinations

1. A firefighter who: (a) has been denied 207-a leave benefits upon proper application, or (b) is determined no longer to be entitled to such benefits, or; (c) has been determined to be fit to return to a full duty or light duty status, may appeal the Chief's determination, all relevant facts, and the reason the Chief's determination should be changed. The Town Administrator shall render a determination, in writing, within ten (10) work days of receipt of the firefighter's appeal.
2. In the event that the firefighter disagrees with the determination of the Town Administrator, he or she may request a hearing by an arbitrator within ten days of the receipt of the Town Administrator's determination.
3. The arbitrator shall be selected from a list supplied by the American Arbitration Association and shall be appointed in accordance with the then prevailing rules of the association. The hearing officer will have full authority to require testimony under oath, order the production of documents and prepare a complete record of the proceedings. The firefighter appealing the determination may be represented by counsel or a union representative. The firefighter may cross examine witnesses and introduce witnesses and evidence in support of his or her position. Formal rules of evidence will not be applicable at any hearing.

E. General Provisions

1. Firefighters receiving benefits under GML S 207-a shall refrain from any activity which is inconsistent with their disabled status. Firefighters receiving 207-a benefits will not engage in outside employment.
2. Firefighters receiving GML S 207-a leave benefits will take all reasonable steps to return to work as soon as they are able to do so. This includes compliance with all treatment prescribed by medical personnel.
3. Firefighters who fail to comply with this procedure forfeit their rights to 207-a leave benefits. Any such forfeiture is subject to review as provided above.
4. Any firefighter on leave pursuant to General Municipal Law Section 207-A for more than ninety (90) days shall, at the sole discretion of the Chief or his/her designee, be placed on a work schedule of Monday-Friday 7:30am-5:30pm. A firefighter placed on this schedule shall remain in their residence for the duration of the tour of duty. A firefighter may request permission of the Chief to leave their residence. A firefighter requesting permission to leave their residence during their tour of duty must provide the Chief with a reason for the request. The Chief shall have the authority to deny any request that is deemed inconsistent with the injury.

5. Payment for Medical Services

- a. No bills or claims for medical services rendered pursuant to Section 207-A shall be paid unless the following procedure is complied with:
- b. Except in cases of emergency, a firefighter must have on file with the Chief an approved application for benefits in connection with the injury for which reimbursement is sought.
- c. On each bill or claim for medical services, the person or persons rendering such services shall certify thereon that the services rendered were required to treat the related injury.
- d. Except in cases of emergency, medical services shall require the prior approval of the Town or its designee.
- e. In no case however shall the Town be liable for medical expenses or fees that are greater than the schedule of fees established by the New York State Worker's Compensation Board.

F. Transitional Duty Policy

The Fire Department will make every reasonable effort to place firefighters returning to work in transitional duty in positions that are the same as or equivalent to those held prior to the illness or injury, however, it is understood that no affirmative obligation to create a position solely for this purpose exists.

If the injured firefighter's regular job duties can be adjusted to accommodate the restrictions imposed by his or her condition, then the transitional duties for an initial period of ninety (90) days will be considered. Thereafter each situation will be evaluated.

To begin the process the firefighter will be asked to submit to a doctor's examination. The doctor's report should include a projected date of return to full duty and clearance for return to transitional duty.

Once a firefighter is medically cleared for transitional duty, the Chief will send written notice to the Town Administrator's office advising the date of return, the nature of the restricted duty, and the projected date of return to full duty. This information will be included in the employee's file. The Town reserves the right to obtain a second medical assessment of the employee's fitness for duty at Town expense.

A firefighter on transitional duty is required to submit a doctor's progress note, which must include an estimated date of return to full duty, every thirty days. Except in unusual circumstances transitional duty will not exceed ninety (90) days.

Before returning to full duty, the firefighter must provide the Chief with a written release from his/her treating physician. The Chief will submit all medical certifications and progress notes to the Town Administrator's office to complete the employees file.

Appendix B: ALCOHOL & DRUG TESTING POLICY
FOR TOWN OF MAMARONECK FIREFIGHTERS

The Town of Mamaroneck is committed to a safe and healthy working environment for its employees. Consistent with these goals, the Town will endeavor to provide an alcohol and drug-free working environment. This policy will set forth the circumstances and conditions of drug and alcohol testing for Town of Mamaroneck firefighters.

Section 1: ALCOHOL & DRUG TESTING

The Town of Mamaroneck will conduct tests for the use of controlled substances (drugs) and the misuse of alcohol under the following conditions:

1.1 **PRE-EMPLOYMENT (Drug testing only)**

1.2 **POST-ACCIDENT TESTING** Following an accident involving a Town vehicle, the Town will test firefighters for alcohol and controlled substances under the following circumstances:

- a) The accident involves a fatality or an injury treated away from the scene of the accident.
- b) The firefighter receives a citation under state or local law for a moving traffic violation arising from the accident.
- c) The firefighter's behavior, appearance, speech, or body odor causes reasonable suspicion of alcohol or drug use.

Alcohol testing must be performed within 2 hours of the accident. Drug testing must be performed within 24 hours of the accident. Firefighters subject to post-accident testing must remain available for testing. If a firefighter refuses to be tested, he will be considered to have a verified positive test. (For alcohol a test result of .04 or greater; for drugs, a verified positive drug test). If these tests are not performed in the specified times, the Town must prepare a report of why tests were not done.

In the event that the firefighter is injured in the accident, the firefighter may leave the scene of the accident to obtain necessary emergency medical care.

1.3 **REASONABLE SUSPICION TESTING**

If the Town has "reasonable suspicion" to believe that a firefighter has violated the alcohol or controlled substances prohibitions, the firefighter will be required to submit to alcohol or drug tests. "Reasonable suspicion" is the "belief that a person has violated the alcohol or controlled substances prohibitions, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the firefighter."

All firefighters and those supervisors, who will determine whether reasonable suspicion exists, must receive two hours of training on drugs and alcohol at the onset of the implementation of the policy and will attend a refresher session every other year. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

The supervisors include the Fire Chief, Deputy Chiefs and Lieutenants and heads of shifts. Supervisors shall document all facts contributing to and forming the basis for reasonable suspicion testing. These facts shall include a description of the employee's appearance, behavior and speech, and if applicable, the names of witnesses.

When a decision is made to test for reasonable suspicion, the employee shall be given a reasonable opportunity to contact a union representative as long as there will be no delay in the testing process. The employee will be given a verbal explanation as to the basis for the reasonable suspicion test in the presence of the union representative as long as this can be accomplished without delaying the process.

A reasonable cause-suspicion test must be administered within two hours of the observation. If an employee refuses to take a drug and/or alcohol test, it will be considered as a positive drug test and/or an alcohol concentration level of .04 or higher.

When the Town has reasonable suspicion to believe that the firefighter has used drugs and/or alcohol while on duty, the employee shall be driven to and from the collection site for testing by a supervisor or union representative. The union rep may accompany an employee throughout the testing process if requested by the employee. Employees will not be paid for the day if their drug or alcohol test is positive.

1.4 RETURN TO DUTY & FOLLOW-UP TESTING

If a firefighter returns to duty following a positive drug test or alcohol concentration of .04 or greater, the firefighter must undergo a return to duty alcohol and/or drug test. The firefighter will be subject to follow-up drug and/or alcohol tests in the first 12 months he returns to work.

If a firefighter refuses to take a drug or alcohol test upon first returning to duty after having previously tested positive for drugs or alcohol, he will face disciplinary action up to and including discharge.

Section 2: ALCOHOL TESTING

Federal regulations require that an Evidential Breath Testing (EBT) device be used for alcohol testing and that only certified Breath Alcohol Technicians (BAT) administer the tests.

Town employees will not administer any alcohol/drug tests to other Town employees.

However, following a vehicle accident, if a Town police officer makes the decision to test the firefighter for alcohol based on his own observations, the results of the alcohol breath test will be given to the Town. In such a case, a Town police officer, trained as a BAT, may administer the test.

When reporting to the test site, which is, a certified independent laboratory contracted by the Town, firefighters will provide identification.

Alcohol Breath Testing is done by having the employee blow forcefully into the mouth piece of the EBT device for at least six seconds. A screening test will be done initially, followed by a confirmation test if necessary. The BAT must show the firefighter the results as displayed on the EBT device before entering the information on the form.

If the alcohol concentration level is less than .02, the test result will be reported as a negative and no additional test will be required at that time. If the initial test registers an alcohol concentration level of .02 or greater, a second confirming breath test will be performed. If the second test registers less than .02, the test will be considered negative.

If a firefighter's confirmation test registers .02 or more but less than .04, the Town must be notified by the Laboratory. The firefighter will be removed from his driving position for a minimum of 24 hours and may face disciplinary action by the Town, up to and including discharge. During this 24 hour period, the employee must use a vacation or sick day or unpaid leave if he is assigned to work.

If a firefighter's confirmation test registers .04 or more, the Town must be notified by the lab. The firefighter must be immediately removed from his driving position and sent home from work for a minimum of 24 hours. During this period the employee must use vacation, sick or unpaid leave time until the SAP evaluation is made. He may face disciplinary action by the Town, up to and including discharge.

When a firefighter's alcohol test measures .04 or more, he will be referred to the Town's Employee Assistance Program (EAP) to meet with a substance abuse professional (SAP) for an evaluation. The substance abuse professional will determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse.

If it is determined that the firefighter must enter some type of alcohol rehabilitation program, the employee must agree to participate in such program. The employee will be responsible for any additional costs for any treatment program for alcohol or drugs in which the employee participates which is not covered by his health insurance. An employee may use vacation or sick leave credits when he participates in a rehabilitation program or take an unpaid leave of absence.

If an employee chooses to participate in an out-patient rehabilitation program and does not take a leave of absence, the Town may assign the employee duties which do not require any driving or safety-sensitive functions. This decision will be based upon the evaluation and recommendation of the substance abuse counselor and the rehabilitation program.

The decision to reinstate an employee to his former position will take into account the satisfactory participation and completion of the recommended treatment program by the employee, the recommendation of the rehabilitation program, and consultation with the Substance Abuse Professional.

Section 3: SUBSTANCE ABUSE TESTING (DRUGS)

The Department of Health and Human Services has issued regulations governing drug testing procedures under the Department of Transportation requirements. They also administer a certification program for drug testing labs. The Town will follow these regulations and use an HHS certified lab for drug testing. All specimen collection, analysis, and laboratory procedures will be conducted in accordance with the DOT's procedural protocols and safeguards to insure the integrity and accuracy of each test.

Urinalysis will be the method of testing for the following. drugs: marijuana, cocaine, amphetamines, opiates (including heroin) and PCP. At the collection site, the firefighters will be required to provide a urine sample for testing. The collection site personnel will divide the sample into 2 containers in the presence of the employee. Dual or split specimens are required in all cases instead of a single specimen, so that samples may later be retested at the request of an employee or employer. The samples will be labeled 'one primary and one split' and only the primary container will be initially analyzed for drugs.

If the primary test results are positive for one or more drugs, the Town's Medical Review Officer (MRO), a licensed Physician, will review the results and seek to make a determination of alternative medical explanations for the positive results. He will notify the employee of the results and seek to determine if there is a medical reason for the positive test before notifying the Town.

Any medical explanation given by an employee to the MRO is confidential unless a medication or medical condition would affect the ability of an employee to perform his duties in a safe manner.

After being notified of a positive drug test, the employee has the option, within 72 hours of being notified by the MRO, to request that the second or 'split' specimen be sent to another certified laboratory for another drug test. If the second specimen produces a negative result, or for any reason the second portion is not available, the test is considered negative. The Town will pay for this second test only if the result is negative.

If after making every reasonable effort the Medical Review Officer is unable to contact a tested employee the Medical Review Officer will contact the Assistant to the Town Administrator and request that the tested employee be asked to call the medical Review Officer within 24 hours.

Employees will be given the opportunity to discuss or explain the test results before the Town is notified. However, if the employee expressly declines the opportunity to discuss the results of the test, or does not contact the MRO after being instructed to do so, the Medical Review Officer may advise the Town about a positive drug test without communicating with the employee first.

All drug testing results will be given verbally to the Town Administrator and/or the Assistant. Within 3 days, the MRO must provide the Town with a signed, written notification of the test results.

A positive drug test will result in immediate removal from the driving position and the employee may face disciplinary action by the Town, up to and including discharge. The employee will be referred to the Employee Assistance Program (EAP) for an evaluation by a substance abuse professional.

If it is determined that a rehabilitation program is needed, the employee must agree to participate in the recommended program. The employee will be responsible for any additional costs for any treatment program not covered by his health insurance. An employee may use vacation, sick leave, or unpaid leave time while participating in a rehabilitation program.

Before an employee with a positive drug test can return to a driving position, he must be retested for drugs and must test negative. He will continue to be tested for drugs in the next 12 months.

Section 4: APPEAL PROCEDURE

Upon positive alcohol test and/ or drug test, a firefighter may file an appeal with the Town Administrator by submitting written notice of the grounds for said appeal within 5 days after the employee receives notice of the first test results.

During the resolution of the appeal, the firefighter may, depending on circumstances, be permitted to work, but not in a safety-sensitive function.

Following receipt of an employee's notice of appeal, the Town Administrator shall offer the employee an opportunity to be heard regarding same. The employee may be accompanied by an attorney and/or union representative. The meeting is intended to be informal in nature.

The Town Administrator shall provide the employee with a written decision deciding the appeal. If any formal disciplinary action is taken by the Town as a result of a positive alcohol or drug test, it shall be in accordance with applicable State law.

An employee will not be disciplined for refusing overtime work if performing such work would put an employee in jeopardy of violating the Town's policy and federal regulations unless employee has been given a minimum of four hours notice.

Section 5: PROGRAM CONFIDENTIALITY

The Town of Mamaroneck respects the confidentiality and privacy rights of all its employees.

A

number of important safeguards have been designed to ensure privacy in the collection process and confidentiality of test results. Accordingly, this policy will be administered in a way which minimizes any intrusion into an employee's privacy and maximizes confidentiality.

Section 6: ALCOHOL & DRUG EDUCATION

The Town of Mamaroneck is committed to a safe, healthy environment for its employees. It is important that firefighters understand the requirements of the alcohol and drug testing regulations. Employees will be given information concerning the effects of alcohol and drugs on an individual's health, work, and personal life. Written material will be distributed and a substance abuse counselor from the EAP will address all firefighters about the signs and symptoms of an alcohol or drug problem.

This alcohol and drug policy will apply to all firefighters in the Town of Mamaroneck.

Appendix C: Retiree Health Care Contribution System

1. As provided in Section 22.3a of the collective bargaining agreement employees hired after January 1, 2012 shall be required to contribute to the cost of health insurance upon retirement should the employee elect to continue the benefit.

2. Employees shall contribute 10% of the annual premium cost for health insurance.

3. The following establishes a system whereby an employee may accrue health insurance credits based upon accumulated sick leave at retirement. The credits will be applied to the employee's contribution to the cost of health insurance. The system shall be applied as follows:

i. For each year of active service a record will be maintained to account for accumulated sick leave. Accumulated sick leave days will be converted into hours using the rate of twelve (12) hours for each day accumulated.

ii. Upon retirement the total number of sick leave hours will be converted into health insurance credits by multiplying the number of hours times the final average regular hourly salary rate for the last five years of employment with the Town. As an example, if upon retirement an employee had 960 hours of accumulated sick leave and the hourly rate was \$25.00 per hour, the employee would have \$24,000 worth of health insurance credits.

4. Upon retirement the Town will, each month, reduce the retiree's bank of health insurance credits by a sum equal to ten percent (10%) of the monthly premium for health insurance until such time as the bank of health insurance credits has been exhausted.

5. The Town will notify the retiree when their health insurance credits have been exhausted. At that time the retiree must notify the Town in writing to advise the Town whether they will continue or discontinue health insurance coverage.

6. If the retiree elects to continue health insurance coverage they must pay to the Town an amount equal to ten percent (10%) of the cost of the health insurance premium.

7. Retirees may pre-pay a full year's health insurance contribution in January of each year or make payments on or before the first day of each quarter - January 1, April 1, July 1, and October 1. The Town will notify retirees of the monthly premium amount to be paid and any changes to the premium to be paid. Except for notification of changes in monthly premiums to be paid by the retiree the Town will not be required to send regular bills or invoices. Payments not received within thirty (30) days of the dates listed herein shall result in the cancellation of the retiree's health insurance coverage.