

# Collective Bargaining Agreement

between the

**Ridge Road Professional Firefighters' Association  
IAFF, Local 3794**

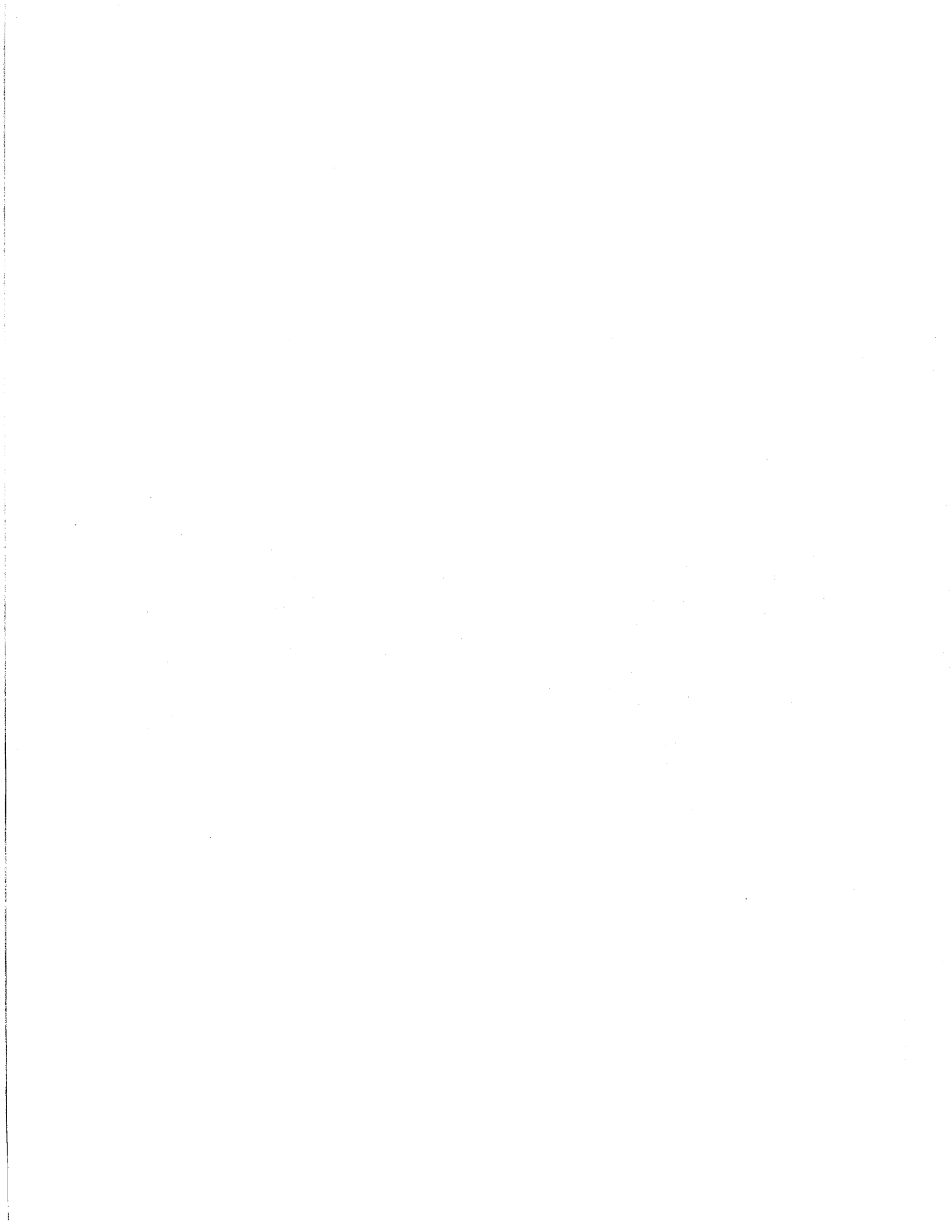
and

**Ridge Road Fire District**



Greece, NY

January 1<sup>st</sup>, 2017 through December 31<sup>st</sup>, 2021



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**Article 1**  
**Preamble**

This agreement is between the Ridge Road Fire District (hereinafter the "District" or "Employer") and The Ridge Road Professional Fire Fighters Association, Local #3794 International Association of Fire Fighters, AFL-CIO (hereinafter the "Association" or "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 District on a fulltime basis who occupy the Civil Service classification of Firefighter. This agreement is also intended to provide a procedure for the resolution of any differences or disputes regarding 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 employees with the Civil Service classification of Firefighter, and excluding all other employees, including Chiefs, Captains, and Lieutenants, laborers, supervisors, office and clerical employees.

**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 employee 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 no later than the fifteenth (15) day of the following month.
- 3.4 Upon receipt by the employer of a written revocation of dues deduction authorization, the District shall honor the same, but shall thereafter commence the required Agency fee deduction.
- 3.5 The Union affirms that they have established and are maintaining a procedure which provides for the refund to any employee demanding the same, of any agency shop fee.

- 3.6 The 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 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 District retains the sole right to manage its business, 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 employees covered by this Agreement; to maintain order and efficiency in all work assigned, including the right to discipline, suspend, and discharge employees; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the start and quitting time and the number of hours worked; to promulgate and enforce rules and regulations for the conduct of employees; subject only to specific limitations governing the exercise of the foregoing and any other right the District may have as are expressly provided for in this Agreement.
- 4.2 The above rights of the District are not all-inclusive, but indicate the types of matters or rights, which belong to and are inherent to the District through its Board of Fire Commissioners. Any and all rights, powers and authority held by the 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 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 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 members in this Agreement designate both sexes, and wherever the male gender is specified, it shall be construed to include both male and female members.
- 5.2 There shall be no discrimination by the Union or the District because any 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.
- 5.3 The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, sexual orientation, LGBTQ, national origin, marital status, arrest record, or non-job related disability, as provided under federal and state laws and regulations. In the event of a claim by an employee of unlawful discrimination, the employee 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.

**Article 6**  
**Union Business and Bulletin Boards**

- 6.1 The President of the union and his/her designee shall be allowed a combined maximum of three hundred (300) hours each year, 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 seven (7) calendar days in advance of the leave request, specifying the dates and time needed and the names of the members to be released. The Chief may grant leave upon less than seven (7) days notice at his discretion. Additional time off may be granted at the discretion of the Chief.
- 6.2 The number of members on release time under this section shall not exceed two (2) per day or night shift, except by permission of the Chief. Permission for members not on the Executive Board shall be subject to the operational needs of the District and shall not be unreasonably withheld.
- 6.3 It is agreed that the District will give release time with pay for up to three (3) members designated by the Union as the negotiating committee. Persons assigned to be working will only be released from duty if manning levels allow it. The District will not compensate persons working for members of the negotiations committee.
- 6.4 The District shall allow Union Officers to conduct Union business while on duty as long as it does not interfere with District business.

- 6.5 The Union at their expense will be allowed the exclusive use of a bulletin board in each fire station for official Union communications. Materials placed on such board shall not contain any material derogatory of the Union or the District, their policies, procedures or personnel. All materials shall be neatly contained within the perimeters of the board. The Chief must approve the size of the board to be used.
- 6.6 The Union shall be allowed the use of the Annex facility for union business meetings or other closed union activities as long as it does not interfere with the official business of the District. Union members stationed at headquarters may attend union meetings as long as the attendance does not interfere with District business. The Chief may approve attendance by other stations personnel for special needs.

**Article 7**  
**Union Seniority & Notification**

- 7.1 The District Administration will annually provide a current alphabetical seniority list to the Union. Errors in the list shall be reported in writing to the Chief, who shall cause such list to be corrected if it is erroneous.
- 7.2 Firefighter seniority shall be determined by the employee's date of permanent appointment as a firefighter. In the event two or more employee's have the same date of permanent appointment, their seniority will be determined by their numerical position on the civil service list from which they were appointed.
- 7.3 The Union President shall be provided with the following information concerning unit members on a timely basis; new appointments, promotions, transfers, disciplinary action, terminations, leaves of absence, serious injuries (requiring hospital treatment) or death. In addition the Union Officers shall be notified at the same time as Chief Officers in the event of the death of a member or a serious injury that appears life threatening.
- 7.4 Group changes, that are non-urgent, shall require written notification to the affected member a minimum of thirty (30) days prior to the effective change. However, if the affected member and the District Administration mutually agree upon such change, the notification requirement may be waived. This section does not apply to probationary members. Members may not be moved to a different group except for the following reasons:
- A.) the member is being moved for disciplinary reasons
  - B.) The member requests to move to a group that has an opening or finds another member willing to move.
  - C.) The member has less than five (5) years as a firefighter.

- 7.5 Whenever the Chief determines to fill a vacancy by voluntary transfer, he shall so notify the Union. All transfer requests shall be in writing and shall be considered on the basis of seniority, as well as suitability as determined by the Chief or Deputy Chief. This procedure shall only apply in the case of voluntary reassignments, and in no way affects the Chief's right to transfer a member.
- 7.6 In instances of transfer to the position of firefighter from another jurisdiction, in accordance with Civil Service Law, where the transferee has no prior service as a firefighter with the District, the Chief may determine to place the transferee at a step higher than the starting step. Transferee's shall have no contractual seniority upon appointment.

### **Article 8 Rules and Regulations**

- 8.1 The Board of Fire Commissioners retains the sole discretion, through the Chief, to adopt rules and regulations for the operation and administration of the Fire District. The Board further retains the sole discretion, through the Chief, 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 rule 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 District's unilateral right to implement the new or revised rule or regulation.
- 8.3 Any rule or regulation of the Fire District affecting the wages, hours or terms and conditions of employment, for employees shall be subject to the right of the employee to file a grievance and process the grievance to protest any unfair application or discriminatory enforcement.
- 8.4 Each member 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. Members shall be granted time to take the exam by allowing use of compensatory time if a promotional exam is scheduled during 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 A member subjected to a pre-disciplinary interview or interrogation shall be informed of his/her right to Union representation, but this shall not apply to verbal counseling of a corrective nature administered by command, which shall not be considered formal discipline. However, all instances where command discipline may be afforded, the employee shall be notified of his right to union representation.
- 10.3 A member 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 member.
- 10.4 The selection of a hearing officer to conduct a Section 75 hearing shall be mutually agreed upon between the Chief and the Union President or his designee.
- 10.5 The District shall provide the member with advanced notice of not less than ten (10) business days and the member may be represented by an attorney and/or the Union, who shall be afforded an opportunity to present documentary and testimonial evidence, to examine and cross examine witnesses, and to present arguments in support of the member. A stenographic record of the hearing shall be maintained, the cost of which shall be borne equally by the parties. Compliance with the formal rules of evidence shall not be required.
- 10.6 The decision of the Hearing Officer shall be final and binding on both parties.
- 10.7 The District and the Union shall be entitled to challenge the hearing officer decision, through Article 78 of the C.P.L.R proceedings.
- 10.8 Each party is responsible for all fees and costs associated with the discipline process.

**Article 11**  
**Grievance**

- 11.1 Any grievance or dispute arising out of the application or interpretation 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 not later than fifteen (15) calendar days after the act or omission giving rise to the grievance, and the employee shall furnish a copy to the Union Vice-President or his/her designee. The Chief or his/her designee shall discuss the grievance with the Union representative. The Chief shall provide a written answer within fifteen (15) calendar days from the date on which the written grievance was submitted. The Chief also must verbally notify the Union President of his decision. It is agreed that an acceptable verbal notify may be face to face, telephone or text message.
- 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. 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. The Union may waive its appeal to the Board of Fire Commissioners and go straight to arbitration.
- 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 provisions of this Agreement; (c) the arbitrator may not award retroactive relief except in any case except the matter before him/her.
- 11.7 The fees and expenses of the arbitrator shall be shared by the parties, but all other expenses shall be borne by the party incurring them.

## **Article 12**

### **Education and Training**

- 12.1 The District will continue training programs wherein staff will receive on the job training. Members may attend special seminars and special training offered by qualified persons and may attend approved training classes. The Chief or his/her 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 District shall offer or support attendance for District approved specialized certification that requires continuing education to maintain credentials. Members attending mandatory training programs will be compensated at the time and a half (1.5) rate if not scheduled to work. All other training may be taken as compensatory time or pay. Leave time may be granted by the Chief for those members attending approved training classes during their regularly scheduled shifts. Consideration shall be given to those who attend training programs that are not mandatory or are requested by the member.
- 12.2 All training issuances and/or assignments beyond the in-service curriculum prescribed by the NYS 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 when feasible.
- 12.3 All outside training beyond the in-service curriculum which includes training for members of any of the Monroe County's Special Operations teams will be compensated as compensatory time, consistent with the 2014 Memorandum of Understanding and only after proof of attendance has been submitted.
- 12.4 The District agrees to reimburse members for tuition cost (excluding books, parking and student fees) for those working towards an Associates Degree from Monroe Community College. The District will only reimburse for courses that are specifically required under the Fire Science Program and deemed to be occupationally related.
- 12.5 The District will only reimburse upon submission of receipts and proof of successful completion of course.
- 12.6 Other Fire Science Programs, Fire Administration or Public Administration, specifically those leading to a Bachelors Degree from an institution accredited by the NYS Board of Regents may be considered for partial reimbursement upon successful completion. The District will pay one half (.5) the course cost (excluding books, student fees, parking and travel expenses) for course work other than Monroe Community College.
- 12.7 Those wishing to take any college course must submit, to the Chief, a tuition reimbursement form at least four (4) weeks in advance of the start of class. The Chief will approve or disapprove the request within ten (10) days.

**Article 13**  
**Salary and Longevity Pay**

13.1 Members shall be paid the following base salary:

Salary	2017	2018	2019	2020	2021
0-1 Year	\$42,071	\$42,071	\$42,071	\$43,500	\$43,500
1-2 Years	\$55,500	\$56,610	\$57,459	\$58,603	\$59,775
2-3 Years	\$62,500	\$63,750	\$64,706	\$66,000	\$67,320
3-4 Years	\$69,500	\$70,890	\$71,953	\$73,392	\$74,860
4+ Years	\$79,500	\$81,090	\$82,306	\$83,952	\$85,631

13.2 Additional to base pay, members shall receive longevity pay which will be added to pay beginning with the pay periods following the member'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	40 years \$8000	

13.3 Members eligible for additions to base pay, as defined in 13.4 will be prorated upon certification or assignment and shall be equally divided by the amount of yearly pay periods.

13.4 Unit members assigned to a 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 not in the best interest of the District.

13.5 A member who becomes a child safety seat technician shall be paid an additional eight hundred dollars (\$800.00) annually. This payment will be made the second pay period in June in the form of a separate check. All members appointed after January 1, 2006 shall maintain their certification until promoted or until a member completes 10 years of service to the District.

13.6 All members shall maintain a valid NYS Emergency Medical Technician Certification. Failure to maintain a valid NYS Emergency Medical Technician shall be grounds for disciplinary action, which may include termination.

13.7 A tenured member is defined as one who has been employed fulltime by the District for ten (10) years, uninterrupted.

13.8 Upon voluntary separation from employment, a tenured separated member shall be entitled to prorated holiday pay, prorated vacation and prorated special assignment pay where applicable.

**Article 14**  
**Retirement and Deferred Compensation**

- 14.1 Members 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 District will maintain a qualified Deferred Compensation Plan (Internal Revenue Code Section 457) with participation, rights and responsible subject to the terms of the plan.

**Article 15**  
**Work schedules**

- 15.1 The District operates on a twenty eight (28) day cycle. The normal work block for a member assigned to a group will be four (4) work days followed by four (4) work days off. Work days shall be two (2) ten (10) hour day shifts followed by two (2) fourteen hour night shifts in each work block. Shift change times are at 0700 and 1700 hours. The current manning structure consists of one Battalion Chief, one Captain, two Lieutenants and 10 Firefighter/EMT's. The District reserves the management right to modify this structure after consultation between the Union and the District to discuss the impact of any change that is implemented.
- 15.2 Members assigned outside the group structure may work any combination of hours as prescribed by the District Chief and do not exceed forty two (42) hours/week.

**Article 16**  
**Overtime**

- 16.1 Overtime shall be defined as hours worked by an employee in excess of his/her regular work schedule. Compensatory time or pay 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 will 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. The twenty-eight (28) day period will start at 0700 hours the first pay day in January 2017 and will progress in twenty-eight (28) day cycles from that date forward. This shall not apply to training, meetings, or holdovers of one (1) hour or less, employees will only be compensated when they have been held over for three quarter (.75) hours or more. Hours resulting from trade days shall not be considered as hours worked.

16.2 The District will establish an overtime budget of at least \$100,000 annually allowing members to choose compensatory time or payment for hours worked. Payment for hours worked will be at a straight time rate (unless over 192 hours see 16.1). 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.

In addition, the District will also establish an overtime budget of at least \$40,000 for special details, outreach programs and mandated training of off duty personnel. The Union President of Local #3794 and the Vice President of Local #4640 will work together to determine allocation of the \$40,000.

16.3 The Chief may deem that certain training or other events require the attendance of members 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. The maximum hours compensated at the time and half rate will be eight hours a day. Employees shall have the option to take compensatory time or pay for mandatory training. The money shall come from the training budget established in Section 6.2.

16.4 Overtime shall be given at a straight time rate if the employee has been given a minimum of a twenty four (24) hours notice and voluntarily returns to duty, unless the employee exceeds 192 hours in the 28 day work period (see 16.1). Overtime shall be given at a time and a half (1.5) rate if the employee has been given less than twenty four (24) hours notice. Firefighters may return to duty for working fires, busy response times or for confirmed haz-mat responses. The firefighter will be given a minimum of one (1) hour compensatory time/pay regardless of the amount of the 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.

16.5 Overtime shall be offered on the basis of seniority as a firefighter, in accordance with Article 7 Section 7.1

16.6 A member ordered back to duty, shall receive a minimum of three (3) hours compensatory time or pay. All ordered callbacks will be at the time and half compensatory time rate or pay rate. A call back for court or an administrative agency appearance on behalf of the District shall earn a minimum of two (2) hours compensatory time or pay. A member called back by the Chief or Deputy Chief for a meeting shall receive a minimum of one (1) hour compensatory time or pay.

16.7 Basic Firefighter Training at the NYS Academy of Fire Science and any additional training as required by the District which includes Child Safety Seat Technician, Hazardous Materials Technician Certification, Basic Ropes, Basic Technical Rescue and Biological Agent Training in Alabama are considered recruit training and are not considered to be mandatory training and not eligible for time and half overtime.

**Article 17**  
**Compensatory Time**

- 17.1 A member may accumulate three hundred fifty (350) hours of compensatory time. The District may require a member 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 member, prior to separation or the District will pay the member, at a straight time rate, for the unused time up to one hundred fifty (150) hours.
- 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 or if the District is unable to fill the open position through agreed paging arrangements.
- 17.3 When a member of this Union is assigned to an acting position by the Chief, he/she will be entitled to receive the prorated pay of the rank he/she is filling for as long as he/she is assigned to the position.
- 17.4 When a member of this Union is in an acting roll he/she will fall under the CBA of Local #4640. This includes overtime, callbacks and order backs.

**Article 18**  
**Holidays**

- 18.1 All members shall be paid twelve (12) days per year in one lump sum, issued on the first 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 Day, and Christmas Day. Members will be paid based on one hundred twenty (120) hours for these twelve (12) days. Those members starting midyear will be paid only for the holidays after their start date.
- 18.2 For Thanksgiving day and night, Christmas Eve night, Christmas day, New Years eve night and New Years day, the groups may not drop below minimum manning to accommodate ones desire to be off. This shall apply to vacation or comp time requests. A member may trade with another member, rank for rank, but the District will page one time to fill individual vacation or comp time requests. No one can be ordered back on these dates to cover a vacation or comp time slot.

**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 C 207-a policy).
- 19.2 A member shall be entitled to time off without loss of pay for illness/injury in accordance with the following schedule.

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

- 19.3 A member who has been off duty for more than one full shift cycle due to an injury or illness shall provide the Chief with medical verification of an illness and/or injury, on a form that will be an appendix to this agreement (Appendix D). This form shall be submitted to the office of the Chief every thirty (30) days while one is off duty or assigned to a light duty position, unless waived in writing by the Chief. The verification shall include the dates member was ill and/or injured and incapable of performing the assigned duties of their employment, dates of treatment and the expected day of return to light or full duty.
- 19.4 As a condition of receiving sick pay a member must cooperate with all medical referrals and treatment, and may, pending approval accept light or modified duty, if offered. The Board of Fire Commissioners may discontinue sick leave if the District physician determines there is no reasonable chance that the member will return to full duty without limitations acceptable to and approved by the Board of Fire Commissioners. If the member's physician disagrees with the District physician, the matter shall be resolved through the hearing process outlined in the 207-a policy (appendix C).
- 19.5 A member absent on sick leave may not leave his/her residence during his/her normally scheduled work hours without permission from the Chief or Deputy Chief 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 non contested job related sickness or injury or a non job related injury or illness that results in a member being out of work for two (2) consecutive tricks and is under a physicians care. The District's medical provider must concur with the physician's determination if the physician is not the District's provider.
- 19.6 If a third party is responsible for the member's loss of wages, the Fire District shall be entitled to reimbursement for sick leave from the member who recovers damages directly from the third party.

- 19.7 A member who exhausts sick leave due to a prolonged illness or injury may be granted up to three (3) months additional leave at half-pay, at the discretion of the Board of Fire Commissioners.
- 19.8 Employee sick bank to be funded by ten (10) hours of compensatory time from an individual firefighters account on a yearly basis, until the sick bank reaches 1000 hours. A request for additional hours will be requested once the bank drops below 1000 hours. To use this benefit a member must donate.

**Article 20  
Vacations**

- 20.1 The completion of the following service time entitles a member to receive vacation time in accordance with the following schedule.

Full years of employment	Hours of vacation
1-4	96
5-9	144
10-14	192
15-19	240
20-24	288
25+	336

- 20.2 Any member at the current 330 level will remain at that level until they hit the twenty-five (25) year step. All other members fall into the schedule as presented above.
- 20.3 Vacation schedules shall be effective January 1st of the year in which the vacation is to be taken. Three (3) firefighters may take vacation at any one time. Additional firefighters may request the use of vacation based on the minimum manning policy. Vacation picks are based on seniority as an employee of the District. A unit member may accrue up to a maximum of five hundred (500) hours of vacation time. All members must have their vacation banks down to five hundred (500) hours by January 31, 2019. The maximum paid at separation shall be two hundred fifty (250) hours of vacation.
- 20.4 After completion of six (6) months of service, a member shall be eligible to use forty-eight (48) hours of their vacation.
- 20.5 To select vacation time, members shall request specific dates using the slips provided for that purpose. These slips must be submitted to the assigned group's Battalion Chief for consideration and approval.

- 20.6 All members shall submit a minimum of forty-eight (48) hours off for the year during his/her duty cycle after January 1<sup>st</sup> of each year. If multiple members put in for the same dates, the one with the most seniority will be granted the request and the others will have to choose another time.

## **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) days or nights (maximum 38 hours) for the death of a spouse, child, domestic partner, brother, sister, mother, father, mother-in-law, father-in-law, step-parent, step-child, grandparent, grandchild, or other relative living in the member's household; and one day or night (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. 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. The Union President will be notified of any death in a member's family.
- 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 at 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. A member who becomes a parent will be granted release time without loss of pay for a maximum of twenty-eight (28) hours. A member 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 (FMLA)
- 21.6 **Military Leave.** The provision of 60 calendar days of paid military leave. This extends the 30 calendar days (22 days of paid compensation) currently granted in accordance with NYS Military Law to 90 calendar days (66 days of paid compensation). The District and the Union acknowledge that the intent of this provision is to grant this compensation in addition to any compensation received by said employee/reservist from the armed forces called to active duty in support of our Nation and its security.

The District will provide continued health care benefits in accordance with NYS Military Law and USERRA.

The employee/reservist may utilize accumulated vacation or compensatory time leave upon completion of paid military leave period of 90 calendar days (66 paid days of compensation) to continue District paid compensation. Upon depletion of said banks, an employee/reservist would receive compensation from the armed forces only.

## **Article 22 Life Insurance**

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 members 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 (65) are no longer eligible for coverage at District expense. Additional coverage is an option available to all members. Additional coverage above the \$25,000 shall be the responsibility of the member and will be charged as a payroll deduction.

## **Article 23 Physical Fitness**

- 23.1 All members shall maintain the fitness level necessary to perform their job functions. Members shall be given one (1) hour on each shift to conduct personal physical fitness on the District provided equipment at intervals designated by the Chief or Deputy Chief. The District's health care provider shall conduct periodic physical examinations at no expense to the member.
- 23.2 Any member 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**  
**Minimum Manning**

Minimum of eight (8) firefighters and three (3) officers  
The Chief and Union President shall review this policy on an annual basis in January

**Article 25**  
**Personnel Files**

Within fifteen (15) calendar days of a written request by a member, the Fire District will allow a member to review his/her personnel and medical files. The member 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 26**  
**Health Care**

Attached in Appendix A

**Article 27**  
**Substance Abuse Policy**

Attached in Appendix B

**Article 28**  
**Miscellaneous**

- 28.1 **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 employees, and the merger or consolidation of the Fire District with another entity.
- 28.2 **Technology.** The District shall maintain and upgrade as needed, all elements of technology determined to be relevant to the Fire District's operations. The District will provide training to those affected by this change.
- 28.3 **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 proper paperwork. The District does not have an issue with trades between members as long as it rank for rank.
- 28.4 **Mileage/Parking.** Reimbursement for mileage shall be at the IRS rate and for parking expenses incurred for pre-approved travel on Fire District business.

- 28.5 **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.
- 28.6 **Schedules.** The master shift schedule shall be prepared and maintained by the Fire District and be readily available.
- 28.7 **Health and Safety.** A Health and Safety Committee shall consist of four (4) representatives- one officer, one firefighter, the District Safety Officer and the Assistant Chief, who is also the designated chair. The Union President shall select the firefighter representative. Meetings of the committee shall be convened at the call of the chairman or the District Chief if there is an immediate safety concern. Regular meetings should be no less than quarterly. The Union representative shall have paid time off if necessary.
- 28.8 **Labor Management Meetings.** The Union and Fire District agree to meet on as needed basis to promote relations between the Union and the District. The parties agree that at a minimum the meetings will be held at least twice a year.
- 28.9 **Pay Periods.** Members are paid on a bi-weekly basis.
- 28.10 **Direct Pay Deposit.** The Fire District will offer each member the opportunity to have his/her pay directly deposited into personal accounts at a financial institution(s) designated by the member, subject to the ability of said financial institution to process/accept direct deposits.
- 28.11 **Uniforms.** The Fire District will provide members 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 member 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 one hundred fifty (\$150) dollars of any safety shoe purchase. This shall be paid on an as needed basis. The Fire District shall pay the first two hundred (\$200) dollars on an as needed basis toward the purchase of District approved leather turnout boots. These payments will only be paid upon completion of a Fire District voucher.

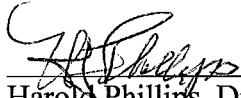
## Article 29

### Duration, Savings, Changes, and Approval

- 29.1 The provisions of this agreement shall become effective January 1, 2017 and shall continue in full force and effect until midnight December 31, 2021.
- 29.2 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.

- 29.3 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.
- 29.4 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.
- 29.5 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.
- 29.6 The parties mutually agree that negotiations for the contract year 2021 will commence on or about June 1, 2020.
- 29.7 In the event that the District and the Union are unable to reach a new agreement by December 31, 2021, 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)
- 29.8 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.
- 29.9 This agreement and any future agreements upon ratification shall be reproduced and supplied to each member by the District within ten (10) business days at no cost to the member.
- 29.10 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, 2017) upon agreement all members 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 member. This shall occur within thirty (30) days following legislative approval by the Board of Fire Commissioners.

**For the District**



Harold Phillips, District Fire Chief

2/8/17

Date

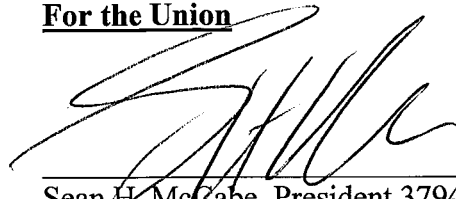


Eric Stoerger, Board Chairman

2/08/17

Date

**For the Union**



Sean H. McCabe, President 3794

2/8/17

Date



## Appendix A

### **Health Care Memorandum of Agreement Between The Ridge Road Fire District And The Ridge Road Professional Firefighters Local #3794 The Greece Uniformed Officers Association #4640**

The Ridge Road Fire District and IAFF Locals 3794 and 4640 agree to participate in a joint Labor/Management Health Care Committee. All parties mutually agree to maintain the present plan of Simply Blue Plus Platinum 2 and contribution rate for 2017 of 90/10. For subsequent years the District and the Locals agree a single health insurance administrator to establish the appropriate plan of benefits and to work with the Health Care Committee. It is agreed that the plan may be amended by the Health Care Committee.

Therefore the parties mutually agree to the following:

This Memorandum of Agreement shall be an appendix to the Collective Bargaining Agreements

The effective period for this agreement is January 1, 2017 through December 31, 2021.

If the NYS Legislature changes the District's classification to Experienced Rated, then the Health Care Committee and the District will have to negotiate what is in best interest of the parties.

The Health Care Committee will be charged with reaching consensus on a proposal for 2018 by August 10, 2017 so that any change can be incorporated into the budget for 2018 and does not disrupt open enrollment or adversely affect employee coverage.

The Committee will continue to meet each and every year of the contract to discuss health care as outlined in this appendix.

Modify Article regarding Health Insurance in respective collective Bargaining Agreements as follows:

## **Article 26**

### **Health Insurance**

#### **Section 1 Health Care Coverage**

The District will make available to unit members, Excellus Simply Blue Plus Platinum 2 equivalent for the period January 1, 2017 to December 31, 2017.

The Unions and The Fire District will continue to participate on the joint Labor/Management Health Care Committee. The parties will make a good faith commitment to fulfill the responsibilities of this committee throughout the term of this agreement.

#### **Section 2 Premium**

A. For plan year 2017 (Jan1, 2017-Dec 31, 2017) The District will make a defined contribution in the amount 1,720,000 toward the funding of the District's Health Insurance Program

B. For plan year 2018 (Jan 1, 2018-Dec 31, 2018) the District will increase its 2017 defined contribution amount by 1.5 %

C. For plan year 2019 (Jan1, 2019- Dec 31, 2019) the District will increase its 2018 defined contribution by 1.0%

D. For plan year 2020 (Jan1, 2020-Dec 31, 2020) the District will increase its 2019 defined contribution by 1.5%

E. For plan year 2021 (Jan 1, 2021-Dec 31, 2021) the District will increase its 2020 defined contribution by 1.0%

F. The Labor/Management Health Care Committee will have the responsibility for determining how any differential in the amount of the District defined contribution funding and the total annual cost of health care for active employees will be reconciled in accordance with the Labor/Management Health Care Governance Agreement. At the time of reconciliation, if it is determined that additional employee contribution beyond 10% will be necessary, employee contribution shall not exceed 15% of the premium equivalent for the plan the employee is enrolled in.

#### **Section 3 Retired Member Coverage**

A. The District will make available medical and hospital insurance to qualified members who retire during the terms of this agreement under the NYS Retirement System. In order to qualify for the benefits of this section, members must meet the following conditions:

1. The employee must retire directly into and/or under the NYS Retirement System from active continuous full time employment with the District and is eligible to receive a pension from New York State.

2. The member must have served a minimum of twenty (20) years of active full-time employment with the District immediately preceding retirement into the NYS Retirement System.
3. The member does not accept a position that offers healthcare through another employer, and that the employee did not receive the position based on his healthcare coverage with the Fire District.

B. Qualified retirees, as defined above who retire during the term of this agreement will be entitled to retiree healthcare coverage as follows:

1. The District will contribute ninety (90) percent of the plans premium for a single, two person or family plan for those that retire with less than 25 years of service to the District.
2. The District will contribute ninety-five (95) percent of the premium for a single, two person or family plan for those that retire with greater than 25 years or more of service to the District.
3. For those retirees who elect to enroll with an out of the area plan, the District's contribution will not exceed the amount of the District's comparable local plan.

C. When eligible for Medicare coverage, the retiree shall be covered one hundred (100) percent by the District's Medicare Supplement or Medicare Advantage Plan. It is understood that the District's health insurance does not cover any medical expenses covered by Medicare A and/or B for those being provided benefits in retirement plans. It is also understood for those Medicare eligible retirees participating in the District's health insurance retirement plans, Medicare A and B coverage participation is required.

D. In the event of the line of duty death of an active member of the District, the District will continue to provide all health insurance benefits provided therein to the spouse of the deceased member until he/she dies or remarries and to dependent children of a deceased member until he or she enlists in the military or until such dependents reach the age of 26.

E. In the event an eligible retiree dies while still actively working, or after retiring the District will provide health insurance benefits provided therein to the spouse of the deceased member until he/she dies or remarries and to dependent children of a deceased member until he or she enlists in the military or until such dependents reach the age of 26.

F. The District shall make available a Flexible Spending Account program. The District shall have complete discretion on the method of administration.

G. All those active or retired members who accept health insurance coverage from a source other than the District shall receive \$5500.00 in 2017, this amount shall increase by 10% in each successive year of the contract, (for example the amount will be \$6050.00 in 2018). This shall be paid to the member in the first pay period in December. Application shall be made for the following plan year at the same time as open enrollment for health insurance. Application shall be made on a form provided by the employer, attesting to and identifying the alternative coverage. Re-enrollment in the District coverage is permitted during the year in the event of a change in family status or the loss of alternative coverage.

**Section 4 Successor Agreement**


If the parties fail to enter into a successor Health Care Memorandum of Agreement prior to the expiration of this agreement on December 31, 2021 the District's defined contribution amount toward the funding of the District's Health Insurance program will increase by two (2) percent annually, using the same method of calculation as previously referenced, until such time as a successor agreement is reached.

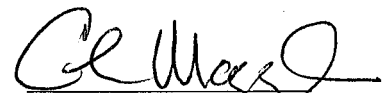
**Section 9 Contingency Clause**

The terms of this Memorandum of Agreement are contingent upon the execution of Healthcare Care MOA's by all members of the Joint Labor/Management Health Care Committee.

For the District:

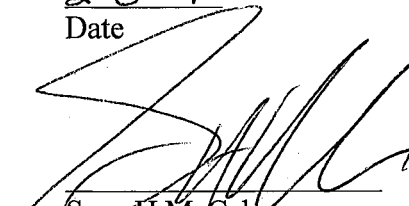
For the Unions:

  
Harold J Phillips III  
District Chief

  
Christopher Mazzaferro  
Vice President Local #4640

2/8/17  
Date

2-8-17  
Date

  
Sean H McCabe  
President Local #3794

2/8/17  
Date

## **Labor/Management Health Care Committee Governance Agreement**

**Purpose** - To establish, through the cooperative efforts of the Ridge Road Fire District and the Unions representing District employees, a comprehensive health insurance benefit plan, for eligible employees and future retirees, at the most efficient cost that can be achieved through the unity of design, purchase and administration.

-To develop an annual plan that addresses action to be taken in order to reconcile any differences that are the result of the actual healthcare expenses for active employees, in each plan year, that differs from the amount of the District's defined contribution, as defined in the Health Care MOA entered into between the District and the Unions.

**Composition of the Voting Committee** - The voting committee will be comprised of the following:

- 1) Two members of Local #4640
- 2) Two members of Local #3794
- 3) The District Treasurer
- 4) The Deputy Chief
- 5) The District Administrator
- 6) One Commissioner of the District

Each of the representatives will be designated to serve on the Voting Committee by their respective governing bodies.

Voting Committee representatives will be divided into two classifications, Labor and Management.

**Voting** - These eight representatives will vote on motions brought before them on issues such as, but not limited to: establishing rates, clinical edits, changes in plan design, setting employee contributions, vendor selection, establishing a target fund balance and other health care cost savings initiatives. A quorum will be required to be present for voting on passage of a motion. A majority of the votes cast, will be required for motion passage.

**Quorum** - A majority of each of the two classifications (Labor and Management) will be required to constitute a quorum.

**Chairperson** - The committee shall select annually, at the January meeting, one of the eight members referenced to serve as Chairperson. The Chairperson designation shall be rotated annually between the two classifications of Voting Committee representatives. The four (4) voting members of each classification will be responsible for selecting the individual they wish to serve as Chairperson when it is their classifications turn to preside. The individual selected to act as Chairperson will be responsible for chairing Committee meetings, developing agendas, presenting motions to the Voting Committee and then conducting the vote on those motions.

**Dispute Resolution** - The Committee will select an individual to act as a neutral in the event that there is a voting deadlock. This individual will serve in this capacity for one (1) plan year, at which time the Committee will be required to select an individual to serve as the neutral for the following plan year. Any fees and expenses that may be charged by the third party neutral for their services will be paid out of the defined contribution rate.

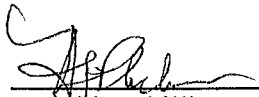
In the event of a deadlock in voting on a motion brought before the Committee, the dispute will be referred to the following resolution process. The matter shall be presented before a neutral third party who will attempt to mediate a consensus. If the third party is unable to move the Committee to reach a consensus, then the third party will have the authority to cast the tiebreaking vote on the motion at issue. The neutral's authority does not extend beyond that of mediating in an effort to assist the committee in reaching consensus and casting a tie breaking vote on the motion at issue, if no consensus is reached.

**Annual Premiums** - Annual projected rates and all supporting data identifying all cost components, for the new plan year will be made available to the Labor/Management Health Care Committee by August 10th of each year. All rates will be formally approved by September 1st.

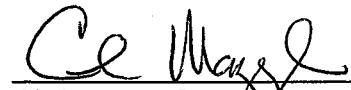
In the event of a projected deficit measured by the difference between the annual Defined Contribution and the annual premiums, any such deficit must be managed by the Labor/Management Healthcare Committee through the implementation of tools to manage the trend. Tools shall include, but are not limited to plan design changes, medical management, and wellness and/or employee contribution.

**Schedule** - The committee shall meet during the following months each year of the contract: January, April, June, August, September and October. The date and time of the meeting will be determined by the committee. In addition, any two (2) voting members of the Committee may call a special meeting by notifying the Chairman.

**This governance agreement will be in effect until such time as successor agreements are reached between the parties.**

  
\_\_\_\_\_  
Harold J Phillips III  
Fire Chief

2/8/17  
Date

  
\_\_\_\_\_  
Chris Mazzaferro  
Vice President #4640

2-8-17  
Date

  
\_\_\_\_\_  
Sean H McCabe  
President #3794

2/8-17  
Date

## Appendix B

### Ridge Road Fire District Substance Abuse Policy & Drug and Alcohol Testing Procedure

#### Purpose

The Ridge Road Fire District and the Ridge Road Professional Fire Fighters Association are committed to providing a safe and healthy working environment for firefighters. The parties are also committed to maintaining a positive image and reputation with our constituents. To further these objectives, the parties have established this policy on drug and alcohol abuse. It is not the policy's intent to intrude on private lives of its firefighters. However, the District and Union recognize that firefighter involvement with alcohol and/or drugs, both on and off the job, can negatively affect the ability of firefighters to perform their job duties in a safe and efficient manner, and can negatively affect the District's positive image and reputation. This policy is thus designed to maintain a workforce and work environment, which are 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 agreement will be construed to conflict with or overrule and statutory rights that the firefighter may have in accordance with New York State or Federal Law. Nothing in this agreement will be construed to modify or alter any right to a hearing or grievance that an employee is entitled to be the contract. However, this agreement may define the penalty for violation of this agreement.

All employees shall be informed of the Employer's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs and/or alcohol on the job performance. In addition, the Employer shall inform employees on how testing is to be conducted, what the resting may determine, and the consequences of testing positive for drug/alcohol 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 any testing, the employee will be required to sign the consent release form, a copy of which is provided in this appendix.

#### Prohibited Conduct – Violations

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

- A. The use, consumption, possession, manufacture, distribution or sale of unauthorized drugs or drug paraphernalia by employees during working hours, when performing job duties, or when on District property is strictly prohibited. The term "performance of duties" includes District reimbursed travel in District or private vehicles.
- B. The use, consumption, possession, manufacture, distribution or sale of alcohol during working hours, when performing job duties, or when on 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. At all times, the employee must conduct themselves in a manner that does not present a danger to himself or herself or other firefighters, the general public or the District's image or reputation.

- C. 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 ability to perform job duties. An employee who has a blood alcohol level of 0.05% or higher will presumptively be considered to have his ability to perform job duties impaired.
- D. Employees taking prescription or over the counter medications, which may impact the judgment, coordination, or job performance of the employee must report such use to the Chief or duty officer. Prescription medications must always be kept in their original container. Instructions provided by the manufacturer or physician for all medications must be followed.
- E. In the event an employee is convicted of a drug or alcohol related offense, the firefighter may be disciplined, which may include termination, suspension with or without pay or reassignment. The District will consider the nature and circumstances of the charge, the arrest, the employee's record with the District and the impact the arrest, charge or conviction may have (has) on the public and on the district's image and reputation.
- F. Knowingly aiding and abetting anyone to violate the preceding provisions of the policy.

### **Inspection**

The District provides lockers, equipment, and other articles for use by its employees during work. Such items are viewed as District property. The District reserves the right to enter and inspect such property at any time if they have reasonable cause to believe that the employee may have drugs or alcohol in their locker. A District Officer may seal the locker, until a thorough search can be accomplished in the presence of the firefighter and his union representative. The firefighter will not be allowed access to a sealed locker until a search can be accomplished.

### **Pre-Employment Testing**

All offers of employment from the Ridge Road Fire District will be conditional, until the prospective employee passes a pre-employment drug and alcohol test. All individuals who are extended job offers will be subject to such testing as a condition of employment, regardless of position. Failure to pass the drug and alcohol test will result in withdrawal of the offer of employment.

### **Employee Testing**

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

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

No such testing may be conducted without the written approval of the officer in charge. The officer in charge must document, in writing, who is to be tested and why the testing was ordered. Failure to follow any of these procedures shall result in the elimination of the test results, as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee. At any time in the testing procedure, an employee reserves the right to union representation when they request it.

## **Sample Collection**

The collection and testing of samples shall be performed only by a laboratory and by a physician or health care 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 chosen must be agreed to between the District and Local 3794. The laboratory used shall also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent to an independent party. The results of employee tests 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 for adulteration. Recognized strict chain of custody procedures must be followed for all samples set to SAMHSA. The Union and the District agree that security of the biological urine and blood samples is absolutely necessary; therefore, the District agrees that if the security of a sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per SAMHSA standards. Employees have the right to Union or legal counsel representatives to be present during the submission of the sample.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not 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 scientific acceptable preserved manner as established by SAMHSA. All positive tests confirmed, the laboratory must retain samples and related paperwork at least six (6) months or for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed.

## **Drug Testing**

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

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's 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 employee's file. Test results shall be treated with the same confidentiality as other employee medical records. The tests results shall not be reported outside 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 initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial results are positive, the test shall be confirmed 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 file.

## **Expenses**

The Fire District shall pay for all costs 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, travel, and other expenses as outlined in the labor agreement.

## **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 of a positive drug or alcohol test to the District once he has completed his review and analysis of the laboratory tests. The District shall keep the results strictly confidential and in no way be made public for any purpose whatsoever, except for purposes of employee disciplinary proceedings.

## **Medical Review Physician**

A Medical Review Physician shall be chosen and agreed upon, between the District and the Union, and must be a licensed physician, with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug testing (sensitivity, specificity, and predictive value), the laboratories performing the tests, the medical conditions, 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 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 tests 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 re-tested randomly 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 initiative 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. The treatment and rehabilitation shall be paid for by the employee's health insurance. Employees will be allowed up to three (3) months time off from the District if they are entered into an accredited rehabilitation program. If additional time is needed, it shall come from an employee's accrued and earned vacation/comp time off to complete successful rehabilitation. When undergoing treatment and evaluation employees shall receive the usual compensation and fringe benefits provided to their assigned position. If an employee tests positive during the twenty-four (24) month period, do 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 Civil Service Law.

As one of the purposes of the District's alcohol and drug policy is to promote safety and health, the District has established an Employee Assistance Program. This program is designed to assist employees in resolving personal problems, which may include drug and/or alcohol problems. The Chief, either independently or at the request of supervision or the Union, may also refer an employee to EAP.

### **Employee Consent**

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

### **Right of Appeal**

The employee has the right to challenge the results of the drug or alcohol test and any discipline imposed subject to the grievance procedure outlined in the contract or any other applicable portion of this agreement. The firefighter may also request in writing a confirmation of the original test using the split sample at another NYS approved laboratory. The District will be required to pay the cost of the re-analysis. The District shall also issue a written acknowledgement to the employee in regards to the negative test.

### **Right of Union Participation**

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug-testing program with the exception of individual test results. The Union may inspect individual test results if the employee involved authorizes the release of this information.

### **Changes in Testing Procedures**

The parties recognize that during the life of this agreement, there may be improvements in technology of testing procedures, which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to an arbitrator whose decision shall be final and binding upon both parties.

### **Conflict with other laws**

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

### **Union Held Harmless**

This drug and alcohol-testing program was initiated at the request of 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 costs arising out of the provisions and/or application of this agreement relation to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the testing program.

**Consent and Release Form for**  
**Drug/Alcohol Test Program**

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire District's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on the job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire District's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol program through the Employee Assistance Program, that I will not be disciplined by the District.

I understand how drug/alcohol tests are collected and further understand that these are medical tests 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 review 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 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 complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire District.

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Printed or Typed Name of Employee

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Signature of Employee

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Date

## Appendix C

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

#### **Section 1: Intent**

The following procedure is to be used by a Firefighter or Officer 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 employee the full amount of his/her regular salary including, vacation pay, holiday pay, medical benefits and longevity pay. This shall continue until the disability arising there from has ceased, and, in addition the Fire District shall be liable for all medical treatment and hospital care furnished during such disability

If it is determined that the employee was not injured or taken sick in the performance of duty, then all time off that was used will fall under regular sick leave, and be deducted from employees' sick leave bank.

#### **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 D of the accident-sickness packet. These include, 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 Workers Compensation Benefits – form 5, Physician Report – form 6, and NYSPFRS – form 7. The Ridge Road Fire District must receive all applicable forms for an employee to be eligible for 207-a benefits. Failure of the employee to submit completed packet may result in denial of 207-a benefits.

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

A representative or designee of the injured or sick employee may complete the accident-sickness packet.

#### **Section 3: Representative Defined**

For all purposes herein, the representative of the firefighters is the Ridge Road Professional Fire Fighters Association IAFF Local 3794. The representative of an officer is The Greece Uniformed Fire Officers Local #4640.

#### **Section 4: Initial Determination of Eligibility**

The Chief or his designee will review the accident-sickness packet submitted on behalf of the employee- 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 witnesses.

Within 30 days after submission of a complete accident-sickness package, the employee will be notified as to initial determination of eligibility to the benefits of GML 207-a. If no determination is made within 30 days, application will be deemed approved for 207-a benefits. If the application is automatically approved, due to no determination made within 30 days after submission of the completed package there is an automatic appeal by the Board of Fire Commissioners as set forth in Section 5. If the accident-sickness package is not complete, delay in the initial determination may result

Such notification will be made in writing and mailed certified, return receipt to the injured or sick employees' last known address and to his/her representative or designee.

### **Section 5: Appeal Hearing Process upon denial of 207-a Benefits**

An employee initially denied 207-a benefits should have the right to appeal.

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

The Board of Fire Commissioners, within 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 Hearing Officer chosen at random, mutually agreed upon between the Union President of the member and the Fire Chief or his designee. A date for the hearing and location will be set and the employee will be given at least 10 days notice. The Hearing Officer shall conduct the hearing in accordance with the established rules of evidence, consistent with the NYS Administrative Procedure Act.

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

It is the employees' burden to prove the employee is entitled to GML 207-a benefits.

The Hearing Officer shall make a written decision, containing finding of fact and conclusion of law. This written decision shall be served upon both parties within 30 days of the conclusion of the hearing.

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

### **Section 6: Light Duty**

The Ridge Road Fire District maintains a light duty program. The goal of this program is to help employees who are sick or injured integrate back into 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 D of this document.

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

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

If the physician does not determine that the employee 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 employee's physician has the employee on light duty, a medical exam may be required, at the Fire District's medical provider.

If the employee's physician states that the employee cannot return to work in a light duty position, but the District's medical provider states that the employee can return to full or light duty, the employee will be required to attend an independent medical exam at an Independent Medical Examiner mutually agreed upon between the affected member, Union President and the Fire Chief. The Fire District shall pay for this exam. The determination made by the Independent Medical Exam shall be the decision followed by both parties. Failure of the employee to comply with the determination made by the Independent Medical Exam will lead to a termination of benefits.

Nothing in this section will prevent the employee from challenging the Districts determination pursuant to Article 78 of the C.P.L.R. If the Fire District loses at the appeal, the Fire District as determined by the court shall pay the employees' reasonable legal fees.

### **Section 7: Review of Continued Eligibility of 207-a Benefits**

The medical condition of any employee receiving 207-a benefits shall be subject to periodic review by the Fire Districts medical providers. 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 decision that results in a change of status will follow the same procedure as in Section 6

### **Section 8: Workers Compensation**

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

### **Section 9: Tax Treatment of 207-a Benefits**

Presently under Section 104(a) of the Internal Revenue Code (relation to compensation for injuries and illness) payments made to employees while receiving 207-a benefits are exempt from withholding of 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 employee worked for the district.

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

### **Section 10: Notification and Application to the New York State Police & Firemen's Retirement System**

Any employee who files for 207-a benefits is required to file form 7, which notifies the NYSPFRS of the injury that the employee 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 employee, the employee 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/her behalf, pursuant to whatever section that the employee may be entitled. However this application will not be made until it has been determined that the employee will never be able to return to full duty.



## **Appendix D - Light Duty Positions**

### **Fire Prevention**

- Fire Safety Presentations
  - Prepares and presents information to school and community groups on a variety of subjects intended to prevent injury or sickness and death from fire or other hazards.\
  - Requires minimal walking and standing

### **Training Division**

- Training Exercises
  - Under the direction of a training instructor, would assist the instructor. If employee is a certified instructor he/she may teach and supervise training activities
  - No lifting or physical standing required
- Record Keeping
  - Record keeping and filing of day to day records. Would assist in preparing lesson plans
  - Minimal walking and standing required

### **Chief's Office**

- Familiarization Inspections
  - Under the direction of an officer, assist in visiting businesses to check for hazards and document information necessary for proficient and safe emergency operations
  - Requires minimal walking and climbing of stairs
- Administrative Assistant
  - Answers telephones and assist in secretarial duties as the chief deems necessary
  - No physical exertion: This is a desk job

### **Front office**

- Door greeter
  - Sitting at the communications console answering telephones, receiving emergency calls and relaying to personnel. Keeping log books up to date. Greeting visitors. Maintaining watch on station.
  - No physical exertion: This is a desk job

