

may conduct an informal conference with the applicant. The Mayor or his designee shall render a written decision on the GML 207-a claim no later than fourteen (14) days after receipt of all necessary information required pursuant to this Section 12.

Section 13

In the event the applicant is not satisfied with the decision at the Mayor level and wishes to appeal the decision, the applicant shall file within thirty days of receipt of the Mayor's decision a written demand for arbitration of his GML 207-a claim. the claim shall be submitted to binding arbitration pursuant o the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Voluntary Grievance Arbitration Rules of the new York State Public Employment Relations Board (Part 207 of the PERB Rules). In submitting the claim to arbitration, the party initiating the arbitration shall request that the administering agency forward for selection by the City and the member a list of seven arbitrators from its panel of arbitrators.

The parties to the arbitration shall be the City and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the City and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

Section 14

The Arbitrator shall have the authority to decide, de novo, the claim of entitlement to GML 207-a benefits. The Arbitrator shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits or whether the proceeding presents an issue of termination of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-a claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-a benefits, the Fire Department shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on the parties.

REVIEW OF DISABILITY

Section 15

(a) The Commissioner may periodically review cases of members receiving GML 207-a benefits for the purpose of determining whether the individual continues to be entitled to GML 207-a benefits, and in furtherance thereof may take such action as is appropriate under the law.

(b) Any individual who is receiving benefits under GML 207-a continues to be subject to provisions set forth in the Department's Book of Rules and in departmental orders concerning notification to the Fire Department of the member's condition.

Section 16

Upon receipt of a certification from the Fire Department Surgeon, or a physician-designee that a member is able to perform the duties of his position, the commissioner shall notify the member of the termination of his GML 207-a benefit. The Commissioner shall cause service of a written notice of termination setting forth the effective date thereof and a copy of the physician certification to be made on the member.

Section 17

If the member disagrees with the termination of the GML 207-a benefits, he may serve upon the Mayor or his designated representative, within thirty (30) days after the receipt of the Commissioner's notice, a written appeal for review of the determination, specifying the basis for the demand.

Section 18

Upon receipt of a timely written appeal of the Commissioner's decision to terminate GML 207-a benefits, the Mayor or his designee shall obtain from the Fire Commissioner all information considered in connection with review of the member's GML 207-a status. The member may submit additional documents concerning his GML 207-a status to the Mayor or his designee. The Mayor or his designee may require the production of additional information concerning the member's GML 207-a status as set forth in Section 7 of this procedure and/or may conduct an informal conference with the member. The Mayor or his designee shall render a written decision on the appeal of the decision to terminate GML 207-a benefits no later than fourteen (14) days after receipt of all necessary information required pursuant to this Section 17.

Section 19

In the event the member is not satisfied with the decision at the Mayor level and wishes to appeal the member shall file within thirty days of receipt of the Mayor's decision a written demand for arbitration of his termination of GML 207-a benefits and status. The claim if timely

filed shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules). In submitting the claim to arbitration the party initiating the arbitration shall request that the administering agency forward for selection by the City and the member a list of seven arbitrators from its panel of arbitrators.

The parties to the arbitration shall be the City and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the City and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

Section 20

The Arbitrator shall have the authority to decide, de novo, the claim of continued entitlement to GML 207-a benefits. The Arbitrator shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits or whether the proceeding presents an issue of termination of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-a claim the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of his duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-a benefits, the Fire Department shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on the parties.

Section 21

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

Section 22

An applicant hereunder may have a representative of his choosing at any stage of this procedure.

Section 23

This procedure shall take effect on November 20, 1989 and shall apply to any claim of entitlement to or use of GML 207-a benefits made after that date. In the event utilization of GML 207-a benefits after said date is based on an injury in the performance of duty or sickness as a result of the performance of duty which allegedly occurred prior to November 20, 1989, the member shall comply with the terms of Section 4 of this procedure within thirty days after the member is aware or should have been aware of the need to utilize GML 207-a benefits based on such prior injury or illness. Upon the filing of the Section 4 form, the claim for utilization of GML 207-a based on a pre-November 20, 1989 injury or illness shall be decided in accordance with the terms of this procedure. If there is a dispute as to the date of occurrence of the injury or sickness, the member shall have the burden of proof by a preponderance of the evidence that the injury in the performance of duty or sickness as a result of performance of duty occurred prior to November 20, 1989.

SAMPLE COPY

CITY OF YONKERS

FIRE DEPARTMENT

APPLICATION FOR GML 207-A
DISABILITY BENEFITS

Name of Applicant: _____ Date: _____
Name of Party Submitting Application: _____ Date: _____

I HEREBY APPLY FOR BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW BASED ON THE FOLLOWING:

A) Injury Sustained In the Performance of Duty

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the injury including the date, time and place where the injury occurred; a brief description of the nature and extent of the injury; list the name and address of medical care providers (including hospitals) who may have treated you to-date, include the name and rank of other members who may have witnessed the incident. Attach any available documents with information relevant to the injury.)

B) Sickness As a Result of the Performance of Duty

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the sickness including the date, time and place where the sickness in performance of duty occurred; a brief description of the nature and extent of the sickness; list the name and address of medical care providers (including hospitals) who may have treated you to-date. Attach any available documents with information relevant to the sickness).

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant)

(Date)

The decision on my application should be mailed to me at the following address:

and to my representative:

Application Received By:

(Signature of Person Authorized
To Receive Application)

(Date)

CITY OF YONKERS
FIRE DEPARTMENT

TO: _____

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE CITY OF YONKERS
FIRE DEPARTMENT OR ITS REPRESENTATIVES INFORMATION, INCLUDING
PATIENT FILES, MEDICAL CHARTS, PHYSICIAN NOTES, X-RAYS, AND OTHER
PERTINENT INFORMATION, REGARDING MEDICAL OR OTHER REMEDIAL
TREATMENT PROVIDED TO ME.

Signature of Applicant
(Type or Print Name)

Date

STATE OF NEW YORK, COUNTY OF ss.:

On the day of 200_, before me personally came and appeared to me
known and known to me to be the individual described in and who executed the foregoing
instrument, and who duly acknowledged to me that he executed the same.

APPENDIX "D"

WORK CHART

<u>DAY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
SQUAD 1	D	D	X	X	N	N	X	X	X
SQUAD 2	X	X	D	D	C	C	N	N	X
SQUAD 3	N	X	X	X	D	D	X	X	N
SQUAD 4	X	N	N	X	X	X	D	D	X
SQUAD 5	D	X	X	N	N	X	X	X	D
SQUAD 6	X	D	D	X	X	N	N	X	X
SQUAD 7	X	X	X	D	D	X	X	N	N
SQUAD 8	N	N	X	X	X	D	D	X	X
SQUAD 9	X	X	N	N	X	X	X	D	D

APPENDIX "E"

DISCIPLINARY PROCEDURE

Section 1 Exclusivity

The terms and provisions of this Disciplinary Procedure shall be the sole and exclusive procedure for imposition and review of disciplinary action taken against eligible bargaining unit members, who are defined in Section 2 below. This procedure and its terms shall be the sole and exclusive procedure and remedy for employee disciplinary matters and shall constitute a waiver of rights bargaining unit members have or may have under Civil Service Law Section 75 and Section 76 and under the Yonkers City Charter.

Section 2 Applicability

Bargaining unit members who would otherwise have the protection afforded by New York State Civil Service Law Sections 75 and 76 are covered by the provisions of this Procedure. All other bargaining unit members are not covered by the provisions of this Procedure.

This Procedure shall not abrogate nor in any way interfere with the City's management rights as provided by Article 27:0 of the collective bargaining agreement. Furthermore, this procedure shall not in any way affect, interfere with or have any bearing on matters within the jurisdiction of the Civil Service Commission.

Section 3 Investigation

Nothing contained in this procedure shall prevent or limit the City or Department's right to investigate an incident which may result in a notice of discipline being served on a member. The City/Department shall not be limited with respect to questioning any member concerning events or claims which may lead to disciplinary action.

Section 4 Employee Rights:

A. Bargaining unit members covered by this procedure shall be afforded reasonable opportunity not to exceed twelve (12) hours to have union representation at a disciplinary interview which may lead to the imposition of a disciplinary penalty. If following such reasonable opportunity, the Union does not provide a representative, the interview may proceed.

B. The disciplinary interview referred to in Paragraph "A" above is defined as a meeting between the member who is the subject of the disciplinary matter and his/her superior, which meeting is held for the purpose of discussing a matter which may lead to the imposition of discipline. The terms of Paragraph A are not intended to cover meetings between the member and his/her superior held during the course of an investigation.

C. The rights provided employees by General Order No. 44 shall continue to apply to bargaining unit members, except as amended herein.

Section 5 Notice of Discipline

Members may be disciplined for incompetency or misconduct. A member who is covered by this procedure shall be served with a written Notice of Discipline upon imposition of a disciplinary penalty except as provided below. Service of the Notice of Discipline may be made in person or by certified mail to the member's address as it appears on the Fire Department's records. A copy of the Notice of Discipline shall be served on the Union in person or by certified mail. A Notice of Discipline shall be served within one year after the occurrence of the alleged incompetency or misconduct stated in the Notice or within one year of the time when the Department becomes aware of, or should have become aware of, the matters which form the basis of the allegations of incompetency or misconduct.

In the event the Fire Commissioner determines that there is probable cause to believe that the continued presence of the member on the job represents a potential danger to persons, property or would severely interfere with operations, the employee may be relieved from duty without service of a Notice of Discipline as provided above. The Notice of Discipline shall thereafter be served in the manner described above within five (5) calendar days from the date the employee is relieved from duty. In the event the employee is subsequently found guilty of misconduct or incompetence, the penalty which may be imposed may be made retroactive to the date the employee was relieved from duty.

The form Notice of Discipline annexed to this procedure as Appendix A is the sole and exclusive form to be used for purposes of this disciplinary procedure. The form Notice shall contain the member's appeal rights on the reverse side of the form.

Section 6 Administration of Discipline

In the event the Fire Commissioner determines to serve an employee with a Notice of Discipline, the Notice shall state the act(s) of misconduct or incompetence and include the information required by the Notice such as date(s) and time(s) of events, if applicable, and identification of the person alleging misconduct or incompetence if other than the officer signing the charge. The Notice shall also state the penalty to be imposed, expectations for improvement, consequences if improvement does not take place and follow up action to be taken.

The disciplinary penalty may consist of and shall not be limited to a written reprimand, and/or fine not to exceed \$500, and/or loss of leave entitlements, and/or a suspension without pay, and/or dismissal from City service.

Except for matters directing a penalty of written reprimand, the penalty imposed by the Fire Commissioner shall be held in abeyance pending review by the Mayor. Disciplinary matters, except for reprimand cases, are to be automatically forwarded by the Fire Commissioner to the Mayor for review within five (5) calendar days of service of the Notice of Discipline.

Matters directing the penalty of written reprimand may be appealed by the member or the Union on behalf of the member for review by the Mayor. Such appeal shall be made by

submission of a written request to the Mayor within ten (10) calendar days from receipt of the Notice of Discipline by the member or the imposition of a written reprimand penalty.

Section 7 Disciplinary Review Process

Step 1 The Mayor or his designee shall meet with the member and his union representative to discuss a disciplinary matter within five (5) calendar days from the date the Notice of Discipline or written request for review of reprimand is received. The Mayor or his designee shall render a written decision on the disciplinary matter within twenty (20) calendar days after receipt of the Notice of Discipline.

If the Mayor or designee determines the employee to be guilty of the charges, a penalty of up to twenty-one (21) calendar days suspension, a loss of one vacation split (nine or ten vacation days), loss of other leave entitlements, and/or a fine up to \$500 may be imposed. Any other penalty in excess of these standards shall be held in abeyance pending appeal by the Union to the arbitration stage. If a timely appeal to arbitration is not made, the penalty directed by the Mayor shall be implemented.

Step 2 Except for matters involving a penalty of written reprimand, the Union may appeal a disciplinary matter to binding arbitration. A written demand for arbitration to the American Arbitration Association shall be served on the Mayor within ten (10) calendar days of the decision at Step 1 or within ten (10) calendar days after expiration of the period of time to resolve the matter at Step 1; notwithstanding these time periods, a decision directing the penalty of termination may be appealed by the Union to arbitration by service on the Mayor of a demand for arbitration within thirty (30) calendar days of the date of the Mayor's decision.

The City and the Union recognize the importance and value of timely resolution of disciplinary matters. The City and the Union agree to continue to negotiate on development of an expedited process for arbitral review of disciplinary matters, which may include establishing a panel of arbitrators who are able to hear cases on short notice and issue decisions on an accelerated basis. Pending development of an expedited arbitration process, the City and the Union agree to make every effort to not delay utilization and completion of the disciplinary review process set forth above.

Arbitral Review The arbitrator shall conduct a de novo proceeding on the guilt or innocence of the employee and the appropriate penalty, if any, to be imposed. In matters arising under the Employee Substance Abuse, Treatment and Disciplinary Procedure, the arbitrator shall also conduct a de novo proceeding to decide disputes arising under Section 4.03 regarding the matter of reasonable suspicion to order a drug/alcohol test, and under Section 8 regarding the basis of the direction of a drug/alcohol test and the validity of the test.

The arbitrator shall not add to, subtract from nor otherwise modify the provisions of the parties' collective bargaining agreement. The arbitrator's decision with respect to guilt or innocence and penalty shall be binding on the parties. The arbitrator shall have the authority to approve or disapprove the penalty imposed or sought by the City or modify such penalty as he/she determines appropriate.

All fees and expenses of the arbitrator shall be borne equally between the City and the Union. Each party shall bear the costs of preparing and presenting its own case.

Section 8 Settlement

A disciplinary matter may be settled at any stage of this proceeding which may include resignation. The terms of such settlement shall be reduced to writing. Any such settlement entered into shall be final and binding on the parties.

CITY OF YONKERS
LOCAL 628 BARGAINING UNIT EMPLOYEES
NOTICE OF DISCIPLINE

TO: _____ DATE: _____
Employee Name and Rank

FROM: _____
Name and Title of Superior Conducting Disciplinary Interview

DATE OF DISCIPLINARY INTERVIEW: _____

NAME OF SUPERIOR RECOMMENDING DISCIPLINE: _____

STATE INFRACTION OR PROBLEM:
Date of Infraction: ___/___/___ Approximate time: _____
Location Where Incident Occurred _____
Details (Cite specific rule violated if applicable):

(Attach additional sheets if necessary)

DEPARTMENT ACTION: (Check Action Taken)
 Reprimand
 Fine (amount \$ _____)
 Loss of Leave Entitlements (Type _____ Amount _____)
 Suspension W/O Pay from ___/___/___ to ___/___/___
 Termination (Effective Date: ___/___/___)
 Other _____

EXPECTATIONS FOR IMPROVEMENT: _____

CONSEQUENCES IF IMPROVEMENT DOES NOT TAKE PLACE: _____

FOLLOW-UP ACTION TO BE TAKEN (If Any): _____

PREVIOUS NOTICE OT EMPLOYEE: ___ YES ___ NO If Yes, How Many? ___

Signature of Superior _____ Date _____

Signature of Fire Comm. (if not the same as Superior above) _____ Date _____

Signature of Employee (Only for purposes of acknowledging receipt of this document) _____ Date _____

Witness _____ Date _____

NOTICE: Departments must initiate a Payroll/Personnel Action Form for discipline which consists of a fine, suspension, demotion, or termination. A copy of the Notice of Discipline must be attached to the Action Form.

Copies To: Employee
Labor Relations
Personnel Department Employee File
Department File
LOCAL 628, I.A.F.F.

ATTENTION: EMPLOYEE APPEAL RIGHTS ON REVERSE SIDE

EMPLOYEE APPEAL RIGHTS

MEMBERS ARE ENTITLED TO A REVIEW OF A DETERMINATION OF GUILT AND/OR THE PENALTY TO BE IMPOSED PURSUANT TO THE DISCIPLINARY PROCEDURE ANNEXED TO THE COLLECTIVE BARGAINING AGREEMENT. THE DISCIPLINARY REVIEW PROCEDURE PROVIDES FOR A REVIEW BY THE MAYOR OR HIS DESIGNEE AND, UNDER CERTAIN CIRCUMSTANCES, FOR APPEAL BY YOUR UNION TO BINDING ARBITRATION.

APPENDIX "F"

TO: Yonkers Fire Department
FROM: _____
RE: OSHA Required Respiratory Examination

Part I: Certification

I have performed a medical and physical examination of _____
(print name of firefighter/officer)
a firefighter/officer of the Yonkers Fire Department on _____
(date of examination) and hereby
certify that such firefighter (officer) is medically and physically capable of performing interior
firefighting duties while using a respirator without restriction.

Examining Physician's Signature: _____

Date: _____

Part II: Examining Physician's Comments or Recommended Duty Restrictions (To be completed only in the event the examining physician cannot complete Part I above following the medical and physical examination):

Examining Physician's Signature: _____

Date: _____

APPENDIX "G"

PART A

TERMS AND CONDITIONS
CITY OF YONKERS FIRE DEPARTMENT and LOCAL 628, IAFF
EMPLOYEE VOLUNTARY PARTICIPATION
IN SUBSTANCE ABUSE TREATMENT PROGRAM

Employee Name:

Date:

Title:

Treatment Program

Period of Attendance:

AGREEMENT TO CONDITIONS:

I, _____ understand and agree to the following conditions concerning my participation in a substance abuse treatment program (hereafter "treatment program"). I understand and agree that I shall adhere to all requirements of the _____ Treatment Program which I will attend from _____ to _____. I understand and agree that information concerning my participation and status in this treatment program will be released to myself and to the Fire Department Employee Assistance Program (FDEAP), who will hold this information in confidence and restrict access to the information. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to myself and to the FDEAP, who will hold this information in confidence as proved in this agreement. I further understand and agree that if I violate the terms and conditions of the treatment program, the FDEAP shall notify the Fire Commissioner and that I may be subject to additional treatment and/or other actions concerning my employment.

I have read the terms and conditions concerning my participation in an outpatient treatment program which are set forth in Part B of this document. I accept and agree to the terms and conditions concerning outpatient treatment.

Accepted and agreed to:

(Signature of Employee) Dated:

Reviewed and Approved:

FDEAP Dated:

PART B

TERMS AND CONDITIONS

EMPLOYEE PARTICIPATION IN OUTPATIENT TREATMENT PROGRAM

Employee Name:

Date:

Title:

Outpatient/After Care Treatment Program:

Date, Time and Location of Attendance:

AGREEMENT TO CONDITIONS:

I, _____ understand and agree to the following conditions in connection with my return to duty and participation in the above referenced outpatient/after care treatment program. I understand that I shall adhere to all requirements of the _____ Treatment Program which I will attend on the day(s), time(s) and location stated above. I understand and agree that information concerning my participation and status in this treatment program will be released to myself and to the Fire Department Employee Assistance Program (FDEAP), who will hold this information in confidence and restrict access to the information. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to myself and to the FDEAP, who will hold this information in confidence as provided in this agreement. In the event that I test positive for intoxicant(s) and/or controlled substance(s), I agree that the FDEAP shall immediately notify the Fire Commissioner and that I may be subject to additional treatment and/or other actions concerning my employment.

Accepted and agreed to:

(Signature of Employee) Dated:

Reviewed and approved:

FDEAP Dated:

APPENDIX "H"

PART A

TERMS AND CONDITIONS
CITY OF YONKERS FIRE DEPARTMENT and LOCAL 628, IAFF
PROBATIONARY EMPLOYEE PARTICIPATION
IN SUBSTANCE ABUSE TREATMENT PROGRAM

Employee Name:

Date:

Title:

Treatment Program

Period of Attendance:

AGREEMENT TO CONDITIONS:

I, _____ understand and agree to the following conditions concerning my participation in a substance abuse treatment program (hereafter "treatment program"). I understand and agree that I shall adhere to all requirements of the _____ Treatment Program which I will attend from _____ to _____. I understand and agree that information concerning my participation and status in this treatment program will be released to myself and to the Fire Department Employee Assistance Program (FDEAP), who will hold this information in confidence and restrict access to the information. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to myself and to the FDEAP, who will hold this information in confidence as proved in this agreement. I further understand and agree that if I violate the terms and conditions of the treatment program, the FDEAP shall notify the Fire Commissioner and that I may be subject to additional treatment and/or other actions concerning my employment.

I have read the terms and conditions concerning my participation in an outpatient treatment program which are set forth in Part B of this document. I accept and agree to the terms and conditions concerning outpatient treatment.

I further understand and agree that the period of my probationary service shall be held in abeyance during the time of my participation in the treatment program and until my return to full duty employment with the City. That is, until I am able to return to full duty employment with the City, I will not accrue any further time for purposes of my probationary period in my title. I understand and agree that the City has not waived its rights to with respect to selection of probationary employees for permanent appointment.

Accepted and agreed to:

_____ Dated:
(Signature of Employee)

Reviewed and Approved:

_____ Dated:
FDEAP

PART B

TERMS AND CONDITIONS

EMPLOYEE PARTICIPATION IN OUTPATIENT TREATMENT PROGRAM

Employee Name:

Date:

Title:

Outpatient/After Care Treatment Program:

Date, Time and Location of Attendance:

AGREEMENT TO CONDITIONS:

I, _____ understand and agree to the following conditions in connection with my return to duty and participation in the above referenced outpatient/after care treatment program. I understand that I shall adhere to all requirements of the _____ Treatment Program which I will attend on the day(s), time(s) and location stated above. I understand and agree that information concerning my participation and status in this treatment program will be released to myself and to the Fire Department Employee Assistance Program (FDEAP), who will hold this information in confidence and restrict access to the information. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to myself and to the FDEAP, who will hold this information in confidence as provided in this agreement. In the event that I test positive for intoxicant(s) and/or controlled substance(s), I agree that the FDEAP shall immediately notify the Fire Commissioner and that I may be subject to additional treatment and/or other actions concerning my employment.

Accepted and agreed to:

_____ Dated:
(Signature of Employee)

Reviewed and approved:

_____ Dated:
FDEAP

APPENDIX "I"

PART A

TERMS AND CONDITIONS
CITY OF YONKERS FIRE DEPARTMENT and LOCAL 628, IAFF
EMPLOYEE DISCIPLINARY PARTICIPATION
IN SUBSTANCE ABUSE TREATMENT PROGRAM

Employee Name:

Date:

Title:

Treatment Program

Period of Attendance:

AGREEMENT TO CONDITIONS:

I, _____ understand and agree to the following conditions concerning my participation in a substance abuse treatment program (hereafter "treatment program"). I understand and agree that I shall adhere to all requirements of the _____ Treatment Program which I will attend from _____ to _____. I understand and agree that information concerning my participation and status in this treatment program will be released to myself and to the Fire Department Employee Assistance Program (FDEAP), who will hold this information in confidence and restrict access to the information. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to myself and to the FDEAP, who will hold this information in confidence as proved in this agreement. I further understand and agree that if I violate the terms and conditions of the treatment program, the FDEAP shall notify the Fire Commissioner and that I may be subject to additional treatment and/or other actions concerning my employment.

I have read the terms and conditions concerning my participation in an outpatient treatment program which are set forth in Part B of this document. I accept and agree to the terms and conditions concerning outpatient treatment.

I acknowledge and admit that I am guilty of the following disciplinary charges which have been preferred against me:

I understand and agree that the disciplinary penalty set forth below is being held in abeyance at the sole discretion of the Department and that this penalty may be imposed at any time within 24 months following my return to work in the discretion of the Department.

Accepted and agreed to:

_____ Dated:
(Signature of Employee)

Reviewed and Approved:

_____ Dated:
FDEAP

PART B

TERMS AND CONDITIONS

EMPLOYEE PARTICIPATION IN OUTPATIENT TREATMENT PROGRAM

Employee Name:

Date:

Title:

Outpatient/After Care Treatment Program:

Date, Time and Location of Attendance:

AGREEMENT TO CONDITIONS:

I, _____ understand and agree to the following conditions in connection with my return to duty and participation in the above referenced outpatient/after care treatment program. I understand that I shall adhere to all requirements of the _____ Treatment Program which I will attend on the day(s), time(s) and location stated above. I understand and agree that information concerning my participation and status in this treatment program will be released to myself and to the Fire Department Employee Assistance Program (FDEAP), who will hold this information in confidence and restrict access to the information. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to myself and to the FDEAP, who will hold this information in confidence as provided in this agreement. In the event that I test positive for intoxicant(s) and/or controlled substance(s), I agree that the FDEAP shall immediately notify the Fire Commissioner and that I may be subject to additional treatment and/or other actions concerning my employment.

Accepted and agreed to:

(Signature of Employee) Dated:

Reviewed and approved:

FDEAP Dated:

APPENDIX "J"

MEDICAL LEAVE POLICY

Part A: Non-Line of Duty

Part B: Line of Duty

PART A: Non-Line of Duty

- 1) When A member is going on sick leave, he must first notify Fire Control and then notify the company to which he is assigned.
- 2) Once a member is on sick leave, he must call the Department Surgeon at 964-4258 every Monday between 0900 hrs and 1100 hrs.
- 3) If a member is going to be out on sick leave in excess of three (3) consecutive scheduled tours, then the member is directed to exercise one of the following options:
 - a) Members may report to the Department Surgeon as per hours of operation before the start of the member's fourth (4th) tour. The expense of the examination will be borne by the Department.
 - b) Members who choose to utilize a private Physician/Medical Provider must do so at the member's expense. The Physician/Medical Provider must notify the Deputy Chief of Personnel as to the member's status before the start of the member's fourth (4th) tour. (This notification shall be a fitness for duty form, FD-042, provided by the Department and faxed to the Deputy Chief of Personnel.)
 - c) The Department Surgeon will determine fitness for duty status only and will not be the treating physician.
- 4) When a member calls in on sick leave in any of the circumstances enumerated herein, the Department may, at its discretion, have the firefighter examined by the Department Surgeon.
 - a) When the call for sick leave is for any part of the third weekend (Friday night-Sunday night) in any consecutive six-month period.
 - b) When the call for sick leave is for a third Holiday (City Holiday) in any consecutive six-month period.
 - c) When the call for sick leave results in cumulative sick leave for the member of eight (8) tours in any consecutive six-month period.

If a member falls within any of the situations enumerated in section 4 above, then the member may be placed under sick leave review for a period of six (6) months. Members placed under sick leave review will be required to submit a form FD-042 for each sick leave incident to the Deputy Chief of Personnel.

5) If a member is ordered to see the Department Surgeon, the expense of the examination will be borne by the Department. If the member is not regularly scheduled to work the day of the examination, the Department will pay the contractual amount of four hours (4 hrs) minimum overtime for time spent at the Department Surgeon's office.

6) In the event a member, while on duty, reports a non-line-of-duty illness, the Company Officer is to contact the Battalion Chief who will in turn place the member on sick leave. If the member believes he is capable of going home unassisted, then the member will be required to fill out and sign a medical release from duty form (FD-043) before relieved of duty. If the member or the Company Officer feels that the member should be seen immediately by a physician, then the Battalion Chief shall order the member to be taken to the Department Surgeon or an Emergency Care Center.

PART B: Line of Duty

The Director of Occupational Medicine is designated as the Fire Department Surgeon. The Fire Department Surgeon, by authority of the Fire Commissioner, shall have the authority to examine members placed on line of duty sick leave. The Fire Department Surgeon shall report any findings and/or opinions to the Deputy Chief of Personnel, or after business hours and weekends to the Duty Battalion Chief.

The following procedures covering line of duty injury and sick leave shall be strictly adhered to:

On Duty Injury

If a member is injured while on duty, the member is to be immediately transported to an emergency care center.

The expense of the examination will be borne by the Department.

The attending physician will provide the member with a fitness for duty form (FD-042). The Department will provide this form.

The fitness for duty form must be received by the Chief of Personnel immediately after examination. (FAX 377-7559)

If Placed on Sick Leave

Member must notify Fire Control and Company Officer with the following information:
Tours working within the immediate 96 hours (* indicate mutual swap tours)
Company, Battalion and Squad number assigned

Members placed on line of duty (207-a) illness/injury must report duty status to the Deputy Chief of Personnel within five (5) calendar days.

In addition, members on line of duty illness/injury are to call the Department Surgeon every Monday between 0900 hrs and 1100 hrs to report status.

**YONKERS FIRE DEPARTMENT
OFFICE OF THE FIRE COMMISSIONER
FAX # 377-7560**

Dated: _____

TO: FIRE COMMISSIONER

FROM: _____ **ASSIGNED STATION** _____

TIME: _____ **STATION WORKING** _____

SUBJECT: Medical Release from Non-Line-of-Duty – Hold Harmless

I, _____ **BADGE NO.:** _____
agree to hold harmless the City of Yonkers, all of its officers, employees and elected officials,
the Yonkers Fire Department and my Superior Officers upon my release from duty on account of
the non-line-of-duty illness I am experiencing today.

Member's Signature

Witness: _____
Officer Signature

Date: _____

**YONKERS FIRE DEPARTMENT
OFFICE OF THE FIRE COMMISSIONER
FAX # 377-7559**

Dated: _____

TO: CHIEF OF PERSONNEL

FROM: _____
Physician's name and associated hospital (if applicable)

SUBJECT: MEDICAL STATUS

FIRE DEPARTMENT MEMBER: _____

HAS BEEN SEEN AT MY OFFICE ON: _____

MEDICAL STATUS:

- PLACED ON SICK LEAVE _____
- MAY RETURN TO FULL DUTY _____
- PLACED ON RESTRICTED DUTY _____
(Restricted duty may include: answering phones, filing reports, sedentary clerical work)

RESTRICTIONS/PHYSICIAN'S COMMENTS:

PHYSICIAN'S SIGNATURE