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## AGREEMENT

Between the DeWITT FIRE DISTRICT, hereinafter referred to as “the District”, and the DeWITT PROFESSIONAL FIREFIGHTERS ASSOCIATION, Local #2733, hereinafter referred to as “the Association”, to govern the terms and conditions of employment and the administration of grievances arising hereunder.

### **1. RECOGNITION**

The District agrees that the Association is the exclusive bargaining agency for all paid full-time Firefighters and Fire Officers who are now or hereafter employed by the District.

### **2. DEFINITIONS**

- (a) The term “Firefighter” shall include both the job titles “Firefighter” and “Firefighter/EMT” and shall be an employee who engages in the prevention, control, and extinguishment of fires, and other such duties as directed by the Fire Lieutenant, Fire Captain, Fire Chief, or in the absence of the Fire Chief, the deputies, or in the absence of any of the foregoing, such other officer as may be authorized, pursuant to the rules and regulations duly adopted and promulgated by the Board of Fire Commissioners, provided, however, that such other duties are consistent with the job title.
- (b) Shift Definitions
  - “ Shift” – one scheduled work period within a 24 hr. time frame
  - “Captain/Lieutenant//Firefighter/EMT Shift Rotation” – 2 ten-hour days - 2 fourteen-hour nights - 4 days off.
- (c) Overtime shall be the number of hours (to the nearest quarter hour) thereof required to be worked during any one calendar week exceeding the maximum, according to law.
- (d) Year means the fiscal year of the District, which is January 1 to December 31.
- (e) Board is the Board of Fire Commissioners of the DeWitt Fire District.
- (f) Employee means all paid full-time Firefighters.
- (g) Chief is the duly appointed Career Fire Chief, or in his/her absence, duly nominated and appointed Volunteer Deputy Fire Chief(s) of the DeWitt Fire District.

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- (h) The term “Fire Officer” shall include both the job titles “Fire Captain” and “Fire Lieutenant”, and shall be paid officers duly appointed pursuant to the rules and regulations of the Onondaga County Department of Personnel and the New York State Civil Service Law. Authority, duties, and responsibilities of the position shall be those delegated or directed by the Board or the Chief or his deputies.
- (i) “Grievance” shall mean an alleged violation of a specific provision of this collective bargaining agreement.
- (j) “Grievant” shall mean a bargaining unit member or association officer representing a member, who has initiated a grievance under this collective bargaining agreement

**3. RULES AND REGULATIONS**

Firefighting is a profession which demands a state of readiness, strict discipline, and a measure of obedience and valor not expected in ordinary callings. This requires the establishment of a broad range of proscribed conduct, without detailing every possible duty or responsibility of office.

The parties agree that reasonable rules and regulations made by the District, including the qualifications of employment, delegation of authority and responsibility, demeanor at the fire station, care of equipment, disciplinary measures, and other pertinent matters relating to the operation of the department shall be observed and respected by all employees. Said Rules and Regulations shall be in conformance with work rules and penalties as established by the Board on January 6, 2015 and any additional rules as may be promulgated by the Board and New York State.

**4. COMPENSATION**

- (a) WAGES shall be paid in accordance with Schedule “A” that is attached hereto and made a part hereof.
- (b) OVERTIME - The District shall compensate for overtime by payment to the employee at a rate of one and one-half (1 1/2) times his normal hourly base rate for the overtime worked with said payments to be made bi-weekly, as earned. The Association may, by mutual agreement with the District, as stated in the Fair Labor Standards act, which caps Compensatory Time at 480 hours, accept compensatory time off at a rate of one and one-half (1 ½) times the amount worked, in lieu of payment. Hours worked that are converted to compensatory time as outlined above will remain in the Firefighters Comp time account until the end of the calendar year at which time all comp time hours will be paid out in the last payroll of the calendar year.

The foregoing refers to overtime incurred by firefighters having to work on a scheduled day off, or by firefighter recall to the fire station after having completed

his work day, or by firefighter being kept at work after the end of his regularly scheduled work day. The payment of overtime or extra pay for any hour, to the nearest one-quarter of an hour, excludes the time from consideration for overtime or extra pay on any other basis, thus eliminating a pyramiding of overtime or extra payments.

- (c) LONGEVITY ALLOWANCE shall be paid pursuant to Schedule "A".
- (d) DUES: All employees shall participate in the cost of bargaining as per notice by the Association to the DeWitt Fire District Treasurer, and upon payment to the Association; the District shall be relieved of further responsibility therefore.
- (e) DEFERRED COMPENSATION PLAN

The District, in coordination with the Association, will establish, at no cost to the District, a deferred compensation plan. An employee may, within statutory and plan limits, contribute a portion of his or her salary to the plan. The Association and the employees agree to indemnify and hold the District harmless for any and all claims, which may result from the establishment and implementation of a deferred compensation plan.

Any litigation cost that may result from the establishment and implementation of a deferred compensation plan will be absorbed by and will be the responsibility of the Association.

## 5. HOLIDAYS

- (a) Employees shall have eight (8) paid holidays per year and shall be worked as they fall in any regular shift rotation. The following days are designated as paid holidays:

1. New Years Day	January 1
2. Martin Luther King Day	3rd Monday in January
3. Memorial Day	Last Monday in May
4. Independence Day	July 4
5. Labor Day	1st Monday in September
6. Veterans' Day	November 11
7. Thanksgiving Day	4th Thursday in November
8. Christmas Day	December 25

- (b) Scheduled shift rotation firefighters ("A", "B", "C", and "D") will be paid one-eighth (1/8) of their average straight time bi-weekly salary for each of the holidays set forth above. If the firefighter has been employed for less than the applicable calendar year, he or she will be paid a pro rata sum based upon the number of holidays occurring during his employment on the scheduled shifts. Such payment shall be made in lieu of compensatory time off. Payment shall be made on or

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about December 10th by separate check.

**6. VACATIONS**

- (a) Firefighters and Fire Officers and shall receive the amount of vacation set forth below, provided each has completed the period of continuous full time employment prior to the date on which vacation is taken. Said vacation time will be compensated at each employee’s current total rate.

PERIOD OF CONTINUOUS EMPLOYMENT	AMOUNT OF VACATION
	Firefighter
1. Less than one Year	None
2. From One Year to Five Years	96 Hours
3. From Six Years to Ten Years	144 Hours
4. Eleven Years to Twenty Years	192 Hours
5. Twenty One Years and over	240 Hours

- (b) The Annual Vacation Period shall be from January 1 to December 31. Only one Firefighter, Fire Officer, may take his or her vacation at any one time, except at the discretion of the District. Vacation picks based on seniority with approval by the Chief. Vacation requests must be made in writing at least 14 days in advance. Once approved, a senior member cannot bump the vacation. Any unscheduled vacation after January 1 is selected on a first come, first served basis. This process will continue unless changed by this agreement.
- (c) During an emergency proclaimed by or on behalf of the District, the vacation herein provided may be postponed. Upon cessation of the emergency, each employee who lost vacation days due to the emergency shall receive within six months from such cessation, a leave of absence with pay equal to the number of days lost from his or her vacation.
- (d) Except for the provisions of (c) above, all vacation days must be taken by December 31 of any year or be forfeited, excepting that the practice of rescheduling vacation times in the following year shall continue when the individual is unable to use vacation time due to circumstances beyond the individual’s control. Vacation periods shall be limited, consecutively, to a maximum of two shift rotations for Firefighters and Fire Officers. No entitlement to vacation shall accrue for the year following termination or retirement. New Hires Only: Beginning with the first year of entitlement, vacation may be used

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within the remainder of current calendar year or within first quarter of coming year.

- (e) Unused vacation shall be paid out at retirement only at the employee's per diem rate at the time of retirement.

## **7. LEAVES**

### **A. Sick Leave**

- (a) Firefighters/Fire Officers – After the first three months of employment, sick leave without loss of salary shall be accumulated at a rate of ten (10) hours per month worked. The total allowable accumulation of sick leave is 1080 scheduled work hours. Income from non-occupational disability insurance or benefits from workers compensation shall be deducted from salary. Sick leave shall not accumulate during a period of non-occupational disability.
- (b) The District reserves the right to require appropriate proof of disability or sickness in the event that any employee should miss more than one workday. If required, the employee shall furnish certificate from physician to the Chief, with a copy to the District Secretary, before returning to work indicating that he or she is able to perform all his or her usual duties. Failure to submit sufficient proof of illness when required to do so, or in the District's judgment, the submitted proof does not justify the employee's absence, shall cause such absence to be considered time off without pay.
- (c) For purposes of accumulating sick leave entitlement, an employee who works at least 75% of the full days for which he is scheduled to work in any month shall receive full credit for that month.
- (d) Sick Leave Payment: Any employee shall have the option to cash in accumulated sick leave hours in excess of five hundred (500) hours. The value of each sick leave hour shall be equal to the employee's calculated hourly rate at time of payment.

B. Personal Leave

After six months of continuous employment, each employee is granted an annual, non-cumulative personal leave not to exceed 48 scheduled work hours for Firefighters. Personal leave shall be granted only at the request of the employee, specifically stating the reason on the "Request for Leave" form. Personal leave shall only be granted at the discretion of the Chief, or in his absence, the deputies. It is the intent of the District that such personal leave be granted only for the conduct of personal affairs or for meeting appointments that cannot be scheduled except during regular working hours. Personal leave shall not be used in lieu of vacation or sick leave. There shall be no requirement that a full scheduled workday be used at any time for personal leave, but it must be for no less than one hour.

C. Bereavement

Leave shall be granted for not more than three scheduled work days for Firefighters and Fire Officers, at the time of bereavement, for death of spouse, father, mother, brother, sister, children, grandparents, grandchildren, mother-in-law, or father-in-law. This leave is non-cumulative and is subject to the Chief's discretion.

D. Association Business

Employees selected or appointed to represent the Association shall be granted leave without loss of pay to perform certain functions. Such functions include, but are not limited to, attendance at regular and special meetings, conventions, seminars, conferences, and activities related to grievance procedures. A total of up to sixty (60) hours annually shall be allowed for any combination of the foregoing activities. (Example: one employee uses thirty (30) hours of this leave and a different employee uses thirty (30) hours of this leave. Total is sixty (60) hours which is the maximum allowed under this provision).

E. Jury Duty

The District shall grant leave, without loss of pay, for up to five (5) shifts to an employee who is serving as a juror. The employee will remit to the District any pay received as a juror during this period.

F. Mandated Court Appearances

The District shall grant leave, without loss of pay, to any employee required to appear before a court, judge, justice, magistrate, coroner, plaintiff, or defendant, when such appearance specifically relates to DeWitt Fire District business. If such appearance occurs while employee is off duty, the employee shall be compensated at his calculated overtime rate.

**8. RETIREMENT PROGRAM**

(a) Firefighters and Fire Officers

The District hereby agrees to provide Firefighters with non-contributory retirement benefits pursuant to Section 384-d(g) of the New York State Retirement and Social Security Law for employees hired prior to January 1, 2016. All employees hired after January 1, 2016 will be provided retirement benefits pursuant to Section 384-d of the New York State Retirement and Social Security Law.

(b) Retirement Healthcare

1. Any member of the bargaining unit who retires shall be given the option of maintaining single or family health insurance with the District. This benefit is only available to members retiring after the effective date of this Collective Bargaining Agreement who meet the criteria set forth below in sections (b) 2 and (b) 3.
2. The DeWitt Fire District agrees to pay bargaining unit members with at least ten (10) years of service with the DeWitt Fire District and up to *fourteen (14)* years of service with the DeWitt Fire District three percent (3%) of the individual health care premium for each year of credited service up to a maximum of *forty-two percent (42%)* [as set forth below] provided a Firefighter or Fire Officer who retires from the DeWitt Fire District retires directly into the New York State Police and Fire Retirement System (PFRS), with twenty (20) years of credited service. This benefit shall continue to be provided until one of the following occurs: the employee obtains their own insurance or becomes Medicare eligible. Once the Firefighter/Fire Officer is eligible for Medicare the insurance shall switch to a secondary gap insurance at the same percentages.

*DEWITT FIRE DISTRICT'S RESPONSIBILITY  
BASED ON 3% FOR EVERY YEAR OF SERVICE*

<i>YEARS OF SERVICE</i>	<i>3% PER YEAR</i>
<i>10</i>	<i>30%</i>
<i>11</i>	<i>33%</i>
<i>12</i>	<i>36%</i>
<i>13</i>	<i>39%</i>
<i>14</i>	<i>42%</i>

3. Upon retirement from the DeWitt Fire District a Firefighter or Fire Officer who has put in at least 15 years of service with the DeWitt Fire District shall be eligible to receive single or family health insurance as follows: *For an employee that retires in 2013, the District will be responsible for eighty-three percent (83%) of the cost of the plan, the employee contribution will be*

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seventeen percent (17%). For an employee that retires in 2014, the District will be responsible for eighty-one percent (81%) of the cost of the plan, the employee contribution will be nineteen percent (19%). For an employee that retires in 2015, the District will be responsible for eighty percent (80%) of the cost of the plan, the Employee will contribute twenty percent (20%). This benefit shall continue to be provided until the employee obtains their own insurance or becomes Medicare eligible. Once the Firefighter/Fire Officer is eligible for Medicare the insurance shall switch to a secondary gap insurance at the same percentages. Coverage of dependents of retirees who had elected family coverage may be continued under the same terms as would be available to an employee only if written application for such continued coverage with the district within 90 days after the death of the employee. Coverage of dependents of a deceased retiree under this paragraph may be continued only for so long as such dependents would otherwise be eligible for coverage if the retiree had lived and continued to be covered in the health insurance plan and his or her surviving spouse for as long as he or she remains un-remarried.

4. For employees hired after 1/1/2013, upon retirement from the DeWitt Fire District a Firefighter or Fire Officer who has put in at least 15 years of service with the DeWitt Fire District shall be eligible to receive coverage under the High Deductible Health Plan in effect at the time of retirement for single or family health insurance for 10% of the premium, with 90% being covered by the Fire District. *Additionally, the District will pay 50% of the deductible into a Health Savings Account (HSA) for the employee to use per plan guidelines (if allowed for retirees by IRS law and plan guidelines).* The District will deposit these funds into the employees account as follows: ½ of the District contribution on or about January 1<sup>st</sup> and ½ of the District contribution on or about July 1<sup>st</sup> of each calendar year that the employee is eligible. This benefit shall continue to be provided until the employee obtains their own insurance or becomes Medicare eligible. Once the Firefighter/Fire Officer is eligible for Medicare the insurance shall switch to a secondary gap insurance at the same percentages. Coverage of dependents of retirees who had elected family coverage may be continued under the same terms as would be available to an employee only if written application for such continued coverage with the district within 90 days after the death of the employee. Coverage of dependents of a deceased retiree under this paragraph may be continued only for so long as such dependents would otherwise be eligible for coverage if the retiree had lived and continued to be covered in the health insurance plan and his or her surviving spouse for as long as he or she remains un-remarried.
5. The retiree is to pay his/her part of the health insurance by the 15th of the previous month by check to the DeWitt Fire District, to continue health insurance coverage. Failure to do so will terminate the health insurance coverage absent uncontrollable circumstances (i.e. hospitalization, sickness, death in the family), in which case the employee must provide the payment prior to the close of the month in which it was due.

**9. UNIFORMS AND EQUIPMENT**

The District, at its expense, hereby agrees to supply the employees with uniform jackets, work uniforms, and all necessary protective equipment. Full time Firefighters and Fire Officers shall, upon employment, receive three (3) uniform shirts, three (3) uniform pants, one (1) uniform jacket, one (1) job shirt, one (1) pair of station boots, four (4) T-shirts, one (1) nametag, and one (1) badge. Following successful completion of probationary period one approved dress uniform will be provided. Thereafter, the District shall create an account, credited in January of the following year, of \$475 annually per firefighter which is equal to the cost of three shirt and pants sets. This account shall be used by the employee to purchase firefighting station wear such as, but not limited to, uniforms, belts, footwear, dress gloves, or helmets. This account shall not be used for the purchase of firefighting turnout coat and bunker pants normally issued to the employee and shall not be used as a supplement to the budget to purchase items not included in the budget or such equipment as hose, air packs, and other equipment normally provided for under other budget expenses. This equipment shall remain the property of the District and must be maintained in serviceable condition. It shall also be in compliance with District-established vendors and styles. In the event this equipment becomes unserviceable it shall be surrendered to the District for disposal. It is the responsibility of the employee to maintain, in good condition, a minimum of three (3) complete sets of uniforms, inclusive of the on- shift set. In the event that the employee does not use the entire value of the account annually, the balance shall be rolled over into the next year’s account. A maximum ceiling of accruals in the amount of \$1,000 is established for these accounts. At no time shall the employee be able to be reimbursed for the cash value of the account, nor shall the employee purchase any equipment without prior District approval and through normal purchasing channels. All such wearing apparel and equipment are to remain the property of the District, are intended for use while on duty, and are not intended for personal use.

All such wearing apparel and equipment noted above shall be returned, when requested, to the Fire Station upon termination of employment. Replacement of jackets shall be subject to the recommendation of the Chief. Periodic cleaning of jackets shall be at the District’s expense, subject to the recommendation of the Chief. All uniforms and equipment damaged in the line of duty shall be replaced by The District at no cost to the employee or employee’s uniform account.

**10. EDUCATION AND TRAINING**

(a) Mandatory Training

If requested of and authorized by the Chief in advance and approved by the Board, The District agrees to reimburse each Firefighter or Fire Officer for the full cost of tuition and course material and grant overtime (1 ½), when course occurs while off duty, for attendance at mandatory courses of study and training in the field of firematics or emergency medical and advanced life support systems approved by the pertinent authorities of the State of New York. The Association may, by mutual agreement with

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the District, accept compensatory time off at a rate of one and one-half (1 ½) times the amount worked, in lieu of payment. Any compensatory time received as outlined above will remain in the Firefighters Comp time account until the end of the calendar year at which time all comp time hours will be paid out in the last payroll of the calendar year. "Mandatory" shall refer to courses and requirements necessary for maintaining Civil Service position status for employment with the District and/or at the discretion of the Chief with appropriate advance notice. The Chief may, at his discretion, with 14 days minimum notice, direct attendance at courses, drills, etc. at a maximum of 8 hours a year per employee.

(b) Other Training

Other courses requested must also be submitted to the Chief and have approval of the Board. The approval of any courses, compensation for courses and related costs does not in itself set a precedent for future requests. All requests will be considered on their merit and benefit to the District. Such reimbursement shall be paid only when submission of evidence or certification that the course was satisfactorily completed. In the event that attendance at such courses requires travel outside Onondaga County or the several contiguous counties, the Board may grant advance authorization for the reimbursement of actual and necessary travel and living expenses.

**11. SHIFTS AND STAFFING**

(a) Firefighters' work day shall be those hours scheduled by the Fire Chief, or in the absence of the Fire Chief, the deputies. Firefighters work schedule shall be fixed ninety (90) days prior to any changes or revisions. In case of emergency, the Fire Chief shall have the discretion to waive the ninety day notice requirement.

(b) Firefighter/Fire Officer Shift Rotation

"A" Shift Rotation – 2 ten-hour days – 2 fourteen-hour nights – 4 days off

"B" Shift Rotation – works opposite "D" shift – 2 ten-hour days – 2 fourteen-hour nights – 4 days off

"C" Shift Rotation – works opposite "A" shift – 2 ten-hour days -2 fourteen-hour nights – 4 days off"

"D" Shift Rotation – follows "A" shift – 2 ten-hour days – 2 fourteen-hour nights – 4 days off

"E" Shift – works 4 ten and one half hour days, Monday through Friday with the fifth day a scheduled day off.

(c) Shift Rotation Example:

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	<b>Sun</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>
<b>Week 1</b>	B/C	B/C	A/B	A/B	D/A	D/A	C/D
<b>Week 2</b>	C/D	B/C	B/C	A/B	A/B	D/A	D/A
<b>Week 3</b>	C/D	C/D	B/C	B/C	A/B	A/B	D/A
<b>Week 4</b>	D/A	C/D	C/D	B/C	B/C	A/B	A/B
<b>Week 5</b>	D/A	D/A	C/D	C/D	B/C	B/C	A/B
<b>Week 6</b>	A/B	D/A	D/A	C/D	C/D	B/C	B/C
<b>Week 7</b>	A/B	A/B	D/A	D/A	C/D	C/D	B/C
<b>Week 8</b>	B/C	A/B	A/B	D/A	D/A	C/D	C/D

(d) “A, B, C, D” shifts shall be manned with a minimum of one (1) full-time shift Officer, and two (2) full-time Firefighter/EMT’s.

“E” shift will be filled with a minimum of one (1) either part or full time Firefighter/EMT at all times. Using part or full time firefighters to fill the “E” shift will be at the discretion of the Chief and District

There shall be a minimum of two (2) paramedics scheduled on duty at all times

The District Civil Service Roster shall be limited to six (6) part time Firefighters and/or Firefighter/EMT positions,

In the event of a long term illness or injury (30 days or greater), the PFA recognizes and agrees to giving the district the right to fill these vacancies with part time Firefighters.

Neither the PFA nor any of its members will do anything to discourage Part Time Firefighters from accepting offered shifts.

## **12. HEALTH INSURANCE AND DENTAL INSURANCE**

The District shall provide Excellus Blue Cross/Blue Shield Health and Hospital Insurance for both individual and dependent coverage. The adopted plan shall be the Simply Blue plan; to include vision coverage unless changed by this agreement. For 2015 and after, The District will be responsible for eighty percent (80%) of the cost of the plan, the Employee will contribute twenty percent (20%) by payroll deduction on a pretax basis.

Employees hired before 1/1/2013 will also have the option of participating in the BC/BS High Deductible Health Plan offered to employees hired after 1/1/2013 at the same premium contribution paid by employees hired prior to 1/1/2013 and HSA contribution amounts received by employees hired prior to 1/1/2013.

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The District shall provide family Dental Prime Blue Insurance for both individual and dependent coverage. For 2015 and after, The District will be responsible for eighty percent (80%) of the cost of the plan, the Employee will contribute twenty percent (20%) by payroll deduction on a pretax basis.

**For employees hired after 1/1/2013:**

The District shall provide Excellus Blue Cross/Blue Shield Health and Hospital Insurance for both individual and dependent coverage. The adopted plan shall be the Healthy Blue High Deductible Health Plan effective 01/01/2013, to include vision coverage unless changed by this agreement. The District will be responsible for ninety percent (90%) of the cost of the plan for the term of this agreement. The Employee will contribute ten percent (10%) by payroll deduction on a pretax basis. Additionally, the District will pay 50% of the deductible into a Health Savings Account (HSA) for the employee to use per plan guidelines. The District will deposit these funds into the employees account as follows: ½ of the District contribution on or about January 1<sup>st</sup> and ½ of the District contribution on or about July 1<sup>st</sup> of each calendar year that the employee is eligible. The District shall provide family Dental Prime Blue Insurance for both individual and dependent coverage. For 2015 and after, The District will be responsible for eighty percent (80%) of the cost of the plan, the Employee will contribute twenty percent (20%) by payroll deduction on a pretax basis.

The District will pay any full time employee \$2,500 annually, in bi-weekly installments, should the employee choose not to be covered under the District health and dental plans and shows proof of alternate coverage.

Subject to certification by the attending physician, health insurance for each employee shall be continued at District expense during each health-related absence from work, except, in the case of total, permanent disability unrelated to employment by the District.

The District shall provide non-occupational disability insurance providing New York State minimum statutory benefits.

**13. GRIEVANCE PROCEDURE**

The purpose of this procedure is to provide an orderly method for settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of this agreement. Disputes involving discipline, including discharge, shall be covered by this procedure. Discipline shall only be for Just Cause. Such dispute shall be defined as a grievance under this agreement and must be presented within one week of the date of the occurrence of the event over which grievance is made, and be processed in accordance with the following steps, time limits, and conditions:

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STEP 1

The Grievant shall first present a written grievance to the Chief within five (5) days after occurrence of the grievance. The written grievance must be signed by the person(s) effected and must also include the articles of the collective bargaining agreement alleged to have been violated, the date the grievance occurred and the remedy sought. The grievant may be represented by a member of the Association at this meeting. The Chief shall issue a written answer to the grievance within ten (10) days after the meeting.

STEP 2

If not settled by conference with the Chief, the grievant, within five days after said conference, shall serve a written memorandum upon the Chief and the Board. Grievant then may take up the grievance orally with a member of the Board designated for this purpose. At this conference, the grievant may appear with counsel or with another member of the Association.

STEP 3

If the grievance is not settled by step 2, the grievant may appeal to the Board by presenting a written appeal request to the Board Secretary not later than 5 days the Step 2 meeting. The Board shall allow the grievant the opportunity to address the Board regarding the grievance at the next regularly scheduled Board meeting at least 10 days after the receipt of the appeal request by the Board Secretary. The Grievant shall may appear with counsel or another member of the Association. The Board shall issue a written response the grievance within ten (10) days of the meeting.

STEP 4

If the grievance is not settled by the written answer of the Board, the Association may further appeal by giving written notice thereof to the Chairman of the Board within five (5) days after receipt of the written answer of the Board. The parties shall then, with reasonable promptness, agree to the appointment of an impartial arbitrator selected from a panel provided by PERB and submit the grievance to him/her for decision.

The arbitration proceeding shall be conducted under the rules of the American Arbitration Association, which shall include the selection process for an arbitrator.

The arbitrator shall have no power or authority to add to, subtract from, change, or alter any of the provisions of this agreement.

The decision of the arbitrator shall be final and binding upon the parties.

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Fees and expenses of the arbitrator shall be borne equally by the parties.

If the Board, the District, or any designated representative fails to hold a conference or give an answer within the time limits provided, the grievant or the Association may advance to the next step in this procedure.

Nothing in this grievance procedure shall prevent a grievant, on his or her own volition, from withdrawing a grievance at any step of the procedure.

#### **14. SENIORITY**

The parties agree that the principal of seniority shall apply to all full time employees. The Association shall, within one month of the execution of this agreement, supply the District with a seniority list showing name, position, and date of initial full time employment of all employees, commencing with the first shift worked. After inspection and any necessary corrections, the parties shall approve the list. Thereafter, the parties shall, if requested by either, set up mutually agreeable provisions applicable to this subject in areas such as, but not limited to: shifts, vacations, overtime.

#### **15. PROBATIONARY PERIOD**

The Probationary Period shall be fifty two (52) weeks where permissible. Successful completion of the Probationary Period shall be determined by the Chief and approved by the Board.

#### **16. PHYSICAL EXAMINATIONS AND SUBSTANCE ABUSE TESTING**

Pre-employment and employment physical examinations and substance abuse testing is mutually agreed upon. Candidates must pass their physical examinations.

During employment, the District has a policy that prohibits the possession and/or use of illegal or unauthorized substances by its employees. All matters related to illegal or unauthorized substances are covered by the agreed upon "Drug and Alcohol Policy" between the District and the Association. This policy is attached as Schedule "G".

#### **17. LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee consisting of three (3) Association representatives and two (2) District representatives. The committee shall meet upon request, but no more than once a quarter, to discuss contract and long-range planning related issues. The committee shall have the authority to make recommendations to the Association and the District.

District\_\_\_\_\_

Updated 4/26/16

PFA\_\_\_\_\_

**18. CIVIL SERVICE LAW 204-A**

THE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT AND GENERALLY NEW YORK STATE LAW SHALL GOVERN THIS AGREEMENT. SECTION 204A OF THE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT REQUIRES THE FOLLOWING STATEMENT:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATION 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.

**19. TERM OF AGREEMENT**

This Agreement shall take effect January 1, 2016 and continues in full force and effect through December 31, 2020.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this agreement, hereby set their hands and seals on this

\_\_\_\_\_ day of \_\_\_\_\_, 2016

DeWITT FIRE DISTRICT

BY: \_\_\_\_\_  
Jeffrey Daly, Chairman

Witness:  
\_\_\_\_\_

\_\_\_\_\_  
Brian Schultz, District Secretary

DeWITT PROFESSIONAL  
FIREFIGHTERS ASSOCIATION  
LOCAL NUMBER 2733

BY: \_\_\_\_\_  
William McGarrity, President

Witness:  
\_\_\_\_\_

\_\_\_\_\_  
Timothy Chrysler, Secretary

SCHEDULE A

*WAGES 2016-2018<sup>1</sup>*  
*(2%, 2%, 2%)*

FIREFIGHTER

(a)	<i>January 1, 2016 – December 31, 2016</i>	<i>\$57,724</i>
(b)	<i>January 1, 2017 – December 31, 2017</i>	<i>\$58,878</i>
(c)	<i>January 1, 2018 – December 31, 2018</i>	<i>\$60,056</i>

See Note A

FIREFIGHTER/EMT

EMT-D

(a)	<i>January 1, 2016 – December 31, 2016</i>	<i>\$58,349</i>
(b)	<i>January 1, 2017 – December 31, 2017</i>	<i>\$59,516</i>
(c)	<i>January 1, 2018 – December 31, 2018</i>	<i>\$60,706</i>

See Note A

EMT – Intermediate

(a)	<i>January 1, 2016 – December 31, 2016</i>	<i>\$59,351</i>
(b)	<i>January 1, 2017 – December 31, 2017</i>	<i>\$60,538</i>
(c)	<i>January 1, 2018 – December 31, 2018</i>	<i>\$61,749</i>

See Note A

A-EMT Critical Care

(a)	<i>January 1, 2016 – December 31, 2016</i>	<i>\$61,390</i>
(b)	<i>January 1, 2017 – December 31, 2017</i>	<i>\$62,618</i>
(c)	<i>January 1, 2018 – December 31, 2018</i>	<i>\$63,870</i>

See Note A

A-EMT Paramedic/EVT

(a)	<i>January 1, 2016 – December 31, 2016</i>	<i>\$63,047</i>
(b)	<i>January 1, 2017 – December 31, 2017</i>	<i>\$64,308</i>
(c)	<i>January 1, 2018 – December 31, 2018</i>	<i>\$65,594</i>

See Note A

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<sup>1</sup> The parties agree to reopen the collective bargaining agreement prior to December 31, 2018 for the sole purpose of negotiating wage increases for all bargaining unit members for the 2019 and 2020 fiscal years. All other matters within the scope of bargaining have been negotiated and agreed upon and will not be subject to negotiation for the duration of this collective bargaining agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Association.

FIRE LIEUTENANT

A-EMT Critical Care

(a)	January 1, 2016 – December 31, 2016	\$64,460
(b)	January 1, 2017 – December 31, 2017	\$65,749
(c)	January 1, 2018 – December 31, 2018	\$67,064

See Note A

A-EMT Paramedic

(a)	January 1, 2016 – December 31, 2016	\$66,200
(b)	January 1, 2017 – December 31, 2017	\$67,524
(c)	January 1, 2018 – December 31, 2018	\$68,875

See Note A

FIRE CAPTAIN A-EMT Paramedic

(a)	January 1, 2016 – December 31, 2016	\$69,510
(b)	January 1, 2017 – December 31, 2017	\$70,900
(c)	January 1, 2018 – December 31, 2018	\$72,318

See Note A

**NOTE A:**

Those hired on or after January 1, 2013, upon commencing with employment as a Firefighter, Firefighter/EMT, Fire Lieutenant or Fire Captain with the District, shall receive pay based on the attached “Step” schedule (labeled Attachment #2)

New employees will enter the Step schedule based on years of full time employment as a firefighter (or part time equivalent) as determined by the Chief and Board. Thereafter, the employees' base pay will increase by 1% in addition to the negotiated raises per the collective bargaining agreement in place at the time of hire. The additional 1% shall continue until a total of 20 steps have been attained. For example, if a Firefighter enters at step 10, the additional 1% would be received for the next ten years and then stop. If a Firefighter enters at step one, they would receive the additional 1% for the next 19 years and then stop.

OUT OF TITLE WORK

A Firefighter or Firefighter/EMT shall be paid an additional \$25.00 per occurrence whenever he or she works out of title.

PAY PERIODS

District\_\_\_\_\_

Updated 4/26/16

PFA\_\_\_\_\_

Pay period will commence at 8:00 A.M. Mondays, continuing at two-week intervals, ending at 8:00 A.M. on Monday. Employees shall be paid on the Thursday following the close of each pay period.

LONGEVITY ALLOWANCE

All employees shall receive an annual longevity allowance of \$750.00 after the first ten years of continuous service and an additional annual longevity allowance of \$750.00 after completion of each succeeding five-year period of continuous service, payable in bi-weekly installments.

EMERGENCY MEDICAL TECHNICIANS – D (Excluding Firefighter/EMT)

Firefighters certified by the State of New York as Advanced Emergency Medical Technicians in one or more of the categories set forth in Section 800.41 of the New York State Emergency Medical Services Code, shall be paid an additional sum, per certification, annually in bi-weekly installments as follows:

EMT/AEMT - Intermediate	\$ 624.00
EMT/AEMT - Critical Care	\$ 468.00
EMT/AEMT - Paramedic	\$ 624.00

In the event that a Firefighter attains certification in present and additional categories of qualifications as an Advanced Emergency Medical Technician during the term of this agreement, the pro-rata additional payment shall be paid upon submission to the Board of evidence of such certification. Current effective expiration dates of valid certification as Emergency Medical Technician or Advanced Emergency Medical Technician shall be filed with the Fire District Secretary. Failure to maintain such certification beyond current expiration dates shall result in immediate forfeiture of entitlement to the foregoing additional allowances and dismissal if job classification requires certification for Firefighter/EMT. Payment of additional allowances shall not be retroactive if certification lapses and will be reinstated only as of the date of submission of evidence of such satisfactory completion of re-certification.

TRAINING OFFICER (TO)

A Firefighter/EMT or Fire Officer, who is duly certified by the State of New York as a Training Officer and who is duly appointed such by the Board of Fire Commissioners, shall receive a premium payment of \$1,000 annually, in bi-weekly installments. Such appointment shall be annual and appointed by the Board on at their annual Organizational Meeting in January of each year. Any interested and qualified employees shall submit a resume and letter of interest to the Board no later than October 31st of the preceding year.

DIRECTOR OF MEDICAL OPERATIONS (DMO)

| A Firefighter/EMT or Fire Officer, who is duly certified by the State of New York as ~~aan~~ Emergency Medical Technician-Paramedic and who is appointed as Director of Medical Operations by the Board of Fire Commissioners, shall receive a premium payment of \$1,000 annually, in bi-weekly installments. Such appointment shall be annual and appointed by the Board at their annual Organizational Meeting in January of each year. Any interested and qualified employees shall submit a resume and letter of interest to the Board no later than October 31st of the preceding year.

SCHEDULE B

FIREFIGHTER  
(Competitive 41270)

DISTINGUISHING FEATURES OF THE CLASS:

This is professional firefighting work of a hazardous nature. Under supervision, an employee in this class is responsible for the prevention, control, and extinguishing of fires. Employees receive detailed instructions and training from a superior on the causes, prevention, and controlling of fires. The individual is expected to perform routine maintenance in the fire station and on equipment. A superior reviews work during firefighting operations and routine maintenance for acceptable procedures.

TYPICAL WORK ACTIVITIES:

Operates and maintains fire apparatus.  
Responds to fire alarms and emergency calls with fire company.  
Lays and connects hose lines and nozzles; turns water on and off.  
Holds fire hose and directs stream.  
Operates a pressure pump.  
Puts up and climbs ladders and enters burning buildings when necessary.  
Removes persons from burning buildings.  
Performs salvage operations at scene of fire, such as covering furniture with tarpaulins and cleaning up debris.  
Learns and practices new methods.  
Receives and transmits fire alarms.  
Performs miscellaneous clerical work, when assigned, such as keeping office records, typing, and filing.  
Assists in giving emergency first aid treatment to injured persons.  
Makes periodic inspections of buildings for fire hazards.  
Performs a variety of tasks in connection with the maintenance and repair of buildings and grounds.  
Performs janitorial duties at fire station such as polishing, painting, cleaning, and washing and maintains fire apparatus, tools, and equipment.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS:

Working knowledge of mechanical principles and devices.  
Ability to reason clearly and to retain sound judgment during periods of crisis; mental alertness.  
Ability to select the proper course of action in firefighting situations.  
Ability to read dials and gauges and to use various hand tools.  
Ability to establish and maintain harmonious working relationship with fellow workers and the general public.

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Willingness to perform tasks assigned.  
Physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:**

Age: Candidate must be eighteen (18) years of age.

Education: Candidate must be high school graduate or holder of high school equivalency diploma by an education department of any of the states of the United States, or holder of comparable diploma issued by any commonwealth, territory, or possession of the United States, or by the Canal Zone, or holder of report from the United States armed forces certifying successful completion of the tests related to general education development, high school level.

Citizenship: Candidate must be a citizen of the United States of America at the time of appointment.

Driver license: When required to operate a motor vehicle, candidate must possess a valid New York State NON-CDL or CDL, including any special endorsements, as required for the type of vehicle being operated.  
(Job Description revised 6/93)

## SCHEDULE C

### FIREFIGHTER (EMERGENCY MEDICAL TECHNICIAN) (Competitive 41280)

#### DISTINGUISHING FEATURES OF THE CLASS

The work involves responsibility for the combined functions of preventing, controlling and suppression of fires and providing emergency medical services to residents of a fire district. The employee may operate specially equipped emergency medical vehicles in the transport of victims to area hospitals in addition to operating fire apparatus. The employee, having completed the appropriate level of EMT certification, renders initial medical services to persons requiring medical assistance. Detailed instructions, inspections and training, from a superior, are given on the causes, prevention and control of fires. The employee performs routine maintenance and custodial work on the station and equipment when not performing the primary responsibility of the class. Work is reviewed during firefighting operations and maintenance for acceptable procedures by a superior. Employees are required to recertify on a periodic basis to maintain certification. Supervision is not exercised in this class. Does related work as required.

#### TYPICAL WORK ACTIVITIES

When Engaged In Firefighting:

Operates and maintains fire apparatus.

Responds to fire alarms and emergency calls with fire company.

Lays and connects hose lines and nozzles; turns water on and off.

Holds fire hose and directs stream.

Operates a pressure pump.

Puts up and climbs ladders, makes opening in structures for the purpose of ventilating and enters burning buildings when necessary.

Removes persons from burning buildings.

Performs salvage operations at scene of fire, such as covering furniture with tarpaulins and cleaning up debris.

Learns and practices new methods.

Receives and transmits fire alarms.

Performs miscellaneous clerical work when assigned, such as keeping office records, typing, and filing.

Makes periodic inspections of buildings for fire hazards.

Performs a variety of tasks in connection with the maintenance and repairs of buildings and grounds.

Performs janitorial duties at station, such as polishing, cleaning, and washing.

When Engaged In EMT Function: (Depending on level of EMT certification)

Operates specially equipped vehicle to respond to medical emergencies and provide advanced life support services to stabilize persons in life threatening situations resulting from trauma and other medical emergencies.

Provides medical emergency service to accident or other emergency victims such as extraction, splinting and immobilization, administration of oxygen, suctioning, insertion of airways, cardiopulmonary resuscitation, emergency childbirth, electrocardiogram, administering and monitoring injections, anti-shock suit, and defibrillation.

Monitors and transmits vital signs of pulse, blood pressure and respiration and transmits biomedical information via telemetry such as electrocardiograms.

Performs direct medical tasks on persons requiring advance emergency services at the direction of a monitoring physician such as defibrillation.

Administers oral, intramuscular, and intravenous medications as directed by monitoring physician via two-way radio with the emergency vehicle.

Applies rescue techniques and knowledge to effect the safety of persons trapped in vehicles and those stranded or endangered by unusual circumstances.

Maintains proficiency in State Basic or Advanced Emergency Medical Technician Certification.

May assist in the development and implementation of an operational plan for major catastrophes and natural disaster in order to respond to medical emergencies.

Maintains or has others maintain records of emergency responses, patient treatment and problems encountered and their solutions rendered in the course of their shift.

Participates in emergency medical training of other firefighters and coordinate emergency medical services on site.

#### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Good knowledge of emergency medical technician policies, procedures and standards.

Working knowledge of mechanical principles and devices.

Ability to reason clearly and to retain sound judgment during periods of crisis; mental alertness.

Ability to select the proper course of action in firefighting situations.

Ability to read dials and gauges and to use various hand tools.

Ability to perform emergency medical technical procedures.

Ability to establish and maintain a productive working relationship with fellow employees and the general public.

Ability to recognize fire hazards.

Willingness to perform tasks assigned.

Physical condition commensurate with the demands of the position.

## MINIMUM QUALIFICATIONS

Age: Candidates must be eighteen (18) years of age.

Education: Candidates must be high school graduates or holders of high school equivalency diplomas issued by an education department of any of the states of the United States, or holders of comparable diplomas issued by any commonwealth, territory or possession of the United States or by the Canal Zone, or holders of reports from the United States armed forces certifying successful completion of the test related to general education development, high school level.

Citizenship: Candidates must be citizens of the United States at time of appointment.

License: When required to operate a motor vehicle, possession of a valid New York State NON-CDL or CDL, including any special endorsements, as required for the type of vehicle being operated.

### SPECIAL NECESSARY REQUIREMENT:

At time of appointment, candidates must possess a current certification from the New York State Department of Health as an Emergency Medical Technician-Defibrillator or Advanced Emergency Technician-Intermediate or Advanced Emergency Medical Technician-Critical Care or Advanced Emergency Medical Technician-Paramedic depending on the area of assignment.

(Job Description Revised 12/04)

## SCHEDULE D

### FIRE LIEUTENANT (Competitive 41120)

#### DISTINGUISHING FEATURES OF THE CLASS

The work involves responsibility for directing the work of a small number of Firefighter/Firefighter EMT's engaged in responding to alarms and fighting fires for the DeWitt Fire District. In the absence of a superior officer, an employee in this class may exercise command responsibilities. Work assignments are received from superior officers who review work performance by inspection or comment at the scene officers and emergencies. Supervision is exercised over a small number of subordinates including volunteer firefighters. Does related work as required.

#### TYPICAL WORK ACTIVITIES

Responds as a company officer/leader to fire and emergency medical service alarms.  
Directs the work of Firefighter/EMT's at scenes of alarms and medical emergencies.  
Assigns Firefighters to lay out and connect hose lines and nozzles, to raise ladders and ventilate buildings, and to turn water on and off.  
Inspects property at scenes to prevent re-ignition.  
Supervises the checking, cleaning, and replacement of tools and equipment after fires.  
Inspects grounds, stationhouse, and equipment to insure proper condition and working order.  
Trains and drills subordinates.  
Inventories materials and supplies and requisitions replacements.  
Administers first aid or emergency medical procedures to persons injured or ill at the scene of fires, accidents, or other emergencies.  
Directs and participates in checking, replacing drugs and equipment after EMS alarms.  
Conducts performance appraisals and maintains discipline.  
Prepares periodic reports of personnel and activities, uses a computer to enter fire reports and to prepare and write departmental reports.  
Supervises firehouse caretakers in a wide variety of cleaning and maintenance tasks on the fire station grounds and equipment.

#### FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS

Thorough knowledge of first aid methods and emergency medical procedures.  
Good knowledge of fire prevention and fire protection practices.  
Good knowledge of modern firefighting methods.  
Good knowledge of the geography and building conditions in the DeWitt Fire District.  
Working knowledge of the practices and techniques of first line supervision of Firefighters/EMT's.  
Ability to recognize common fire hazards and corrective action needed.

District\_\_\_\_\_

Updated 4/26/16

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Ability to supervise subordinates and maintain high morale consistent with the requirements of firefighting.

Ability to react promptly, calmly, and efficiently to situations while at scenes of fires or other emergencies.

Ability to train subordinates in the techniques of modern firefighting procedures and other areas of Fire Department responsibilities.

Physical condition commensurate with the demands of the position.

#### MINIMUM QUALIFICATIONS

Four (4) years of permanent competitive class status in the title of Firefighter or Firefighter/EMT.

SCHEDULE E

FIRE CAPTAIN  
(Competitive 4111)

DISTINGUISHING FEATURES OF THE CLASS

Supervises and participates in the firefighting, fire prevention, and EMS activities. Under the direct supervision of the Fire Chief or Deputy Fire Chief of the DeWitt Fire Department, an employee in this class directs and participates in the activities of the paid Firefighters, Firefighter/EMTs, and Firehouse Caretakers in the performance of fire station, fire prevention, and EMS duties as defined in the labor contract and job description. At the scene of a fire or other emergency, the employee directs the activities of paid and volunteer firefighters and EMS personnel until relieved by a superior officer. Direct supervision is exercised over a small number of Firefighter and Firefighter/EMT subordinates. All general work assignments are received from a superior officer who reviews work performance through inspection and review of reports. Does related work as required.

TYPICAL WORK ACTIVITIES:

When Engaged in Firefighting:

Directs and participates in the work of firefighters at the scene of fires or other emergencies by positioning apparatus, laying out and connecting hose lines and nozzles, and ventilating buildings.

Assesses all the conditions at the scene of a fire and, if warranted, broadcasts a call for assistance to the Onondaga County Fire Control Center.

Inspects buildings after a fire has been controlled to prevent re-ignition.

Directs and participates in salvage and clean-up activities.

Supervises and participates in checking, cleaning, and replacing tools and equipment after fires.

Writes a narrative incident report of all fire activities.

When Engaged in EMT Function:

Maintains an AEMT-3 Critical Care or AEMT-4 Paramedic certification. (Applicable to those promoted on or after December 1, 1998).

Administers first aid or emergency medical procedures to persons injured or ill at the scene of fires, accidents, or other emergencies.

Directs and participates in checking and replacing drugs and equipment after EMS alarms.

Directs and participates in the work of paid and volunteer Firefighter/EMTs and volunteer EMTs at the scene of medical emergencies.

Writes a narrative incident report of all EMS activities.

District\_\_\_\_\_

Updated 4/26/16

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Fire Station Activities:

Inspects equipment, building, and grounds to insure proper order, conditions, and security.  
Assigns duties to Firefighters and Firefighter/EMTs and participates in the maintenance of firefighting and EMS apparatus and equipment.  
Assigns duties to and supervises the work of Firehouse Caretakers in the cleaning and maintenance of the fire station and grounds.  
Inventories maintenance materials and supplies and requisitions replacements.  
Performs a variety of cleaning and maintenance tasks on the fire station, grounds, and equipment.  
Prepares written reports of personnel, equipment, and activities as directed.  
Trains and drills Firefighters and Firefighter/EMTs teaching technical firefighting as well as EMS procedures and updates.

Inspection Duties:

Inspects buildings and premises within the protected area for fire hazards.  
Prepares written inspection reports for review by the Fire Chief.  
Conducts fire prevention and public relations activities as directed by the Fire Chief.

FULL PERFORMANCE, KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS:

Thorough knowledge of first aid methods and emergency medical procedures.  
Good knowledge of modern firefighting and fire prevention practices.  
Good knowledge of the Fire Code of the State of New York.  
Good knowledge of the principals and methods of supervision.  
Ability to recognize common fire hazards and the corrective action required.  
Ability to supervise and effectively command a number of subordinates in emergencies.  
Ability to train subordinates in modern firefighting and medical procedures.  
Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Promotion:

Candidate must have four (4) years of permanent competitive class status as a Firefighter/AEMT-3 Critical Care or Firefighter/AEMT-4 Paramedic at the time of appointment. \*

Open Competitive:

District\_\_\_\_\_

Updated 4/26/16

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Candidate must have four (4) ~~years~~<sup>years</sup> work experience or its part-time equivalent, as a Firefighter/AEMT-3 Critical Care or Firefighter/AEMT-4 Paramedic at the time of appointment. \*

\*Applicable to those promoted on or after December 1, 1998.

Driver License:

When required to operate a motor vehicle, candidate must possess a valid New York State NON-CDL or CDL, including any special endorsements required for the type of vehicle being operated.

**SPECIAL REQUIREMENT AT TIME OF APPOINTMENT:**

Candidate must possess a valid AEMT-3 Critical Care or AEMT-4 Paramedic certificate. (For those appointed on or after December 1, 1998).

(Job Description revised 1/99)

**ATTACHMENT #1**

**DRUG and ALCOHOL POLICY**

**BETWEEN THE**

**DeWITT FIRE DISTRICT**

**AND THE**

**DeWITT PROFESSIONAL FIREFIGHTERS ASSOCIATION  
LOCAL 2733, IAFF, AFL-CIO**

**~~ARTICLE~~ ARTICLE I. PURPOSE**

- A. To establish a drug and alcohol policy (“Policy”) aimed at preventing accidents and injuries resulting from the misuse of drugs and/or alcohol by employees of the DeWitt Fire District (“District”), represented by the DeWitt Professional Fire Fighters Association Local 2733, IAFF, AFL-CIO (“Union”). Additionally, it is the intent of this Policy to preserve and protect the integrity of the bargaining unit represented by the Union as a whole, as well as the safety of its individual persons and the public. Definitions of terms used in this Policy are described in **APPENDIX “A”**.
  
- B. This Policy defines rules and procedures in order to deter on duty and pre-duty drug and alcohol use which would cause on duty impairment. It is the objective of this Policy to:
  - 1) Detect and eliminate the possibility that personnel will perform firefighting duties and activities while under the influence of drugs and/or alcohol;
  - 2) Provide reasonable measures for the detection of personnel not fit to perform activities within the scope of this Policy;
  - 3) Maintain a work place free of illegal drugs and/or alcohol;
  - 4) Inform bargaining unit persons (“Persons”) through education, in-service training and other appropriate forums about drug and/or alcohol use, its effects and abuse.
  
- C. The District assumes sole responsibility for the operation, administration, and implementation of this Policy.

District\_\_\_\_\_

Updated 4/26/16

PFA\_\_\_\_\_

**ARTICLE II.            PROCEDURE FOR IMPLEMENTATION OF THIS POLICY**

- A.     The District shall use all reasonable efforts to provide persons with a copy of this Policy; and
- B.     The District is responsible to train all individuals as to the implementation of this Policy; and
- C.     When training is complete, each person will sign a statement, a copy of which is attached hereto as **APPENDIX “B”**.
- D.     All personnel shall be provided a certified copy of any drug and/or alcohol testing results.
- E.     *This drug and alcohol policy is subject to the grievance and arbitration procedures outlined in the current Collective Bargaining Agreement only under the following conditions:*

*Bargaining unit employees shall be subject to the pre-determined and agreed upon penalties, with no recourse to the Collective Bargaining Agreement grievance or binding arbitration provisions to challenge the harshness of the penalty. Rather, any challenge to the above-listed disciplinary penalties is limited to invalidity of the test because of failure to follow the procedural requirements and testing procedure under the Department of Transportation Regulations and the Collective Bargaining Agreement and a violation of the bargaining unit employee’s due process rights in the administration of the test. The penalty of termination is subject to the terms and conditions of the Collective Bargaining Agreement regarding grievance and/or arbitration without the above-referenced limitations.*

**ARTICLE III.           TRAINING**

- A.     All personnel will receive formal training dealing with effects and consequences of drug and alcohol use on personal health, safety and the work environment and manifestations and behavioral clues indicative of drug and alcohol use. This training will be conducted by the District’s designated provider. Documentation of this training will be maintained by the District.
- B.     All personnel will receive additional training on the physical, behavioral, and performance indicators of probable drug and alcohol use, so as to assist them in better decision making with regard to reasonable suspicion testing. This training will be conducted by the District’s designated provider. Documentation of this training will be maintained by the District.

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Updated 4/26/16

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- C. The Chief of Fire or designee (“Chief”) shall receive the same aforementioned training.
- D. All new hires will receive the training as identified in Article III – Sections A and B above.

**ARTICLE IV. ALCOHOL POLICY**

**A. PROHIBITED CONDUCT**

- 1) No personnel shall report for duty or remain on duty while having a blood alcohol concentration (“BAC”) of .02% or greater. The District shall not permit a person to perform or continue to perform firefighting duties or activities if it has actual knowledge that the person has a BAC of .02% or greater.
- 2) A person shall not use alcohol while on duty or when they are being paid by the District. The District shall not permit any person to perform or continue to perform firefighting duties or activities if it has actual knowledge that the person is using alcohol while performing firefighting duties, activities or functions.

**B. TESTING – REASONABLE SUSPICION**

- 1) When a person is suspected of being under the influence of alcohol, it must be brought to the attention of his/her appropriate supervisor. If the accused person is in the chain of command of the accuser, then the accuser shall go around the chain of command and address the next person up in the chain of command or address a member of the Board of Fire Commissioners if needed.
- 2) It will be the responsibility of the appropriate supervisor to notify the Chief, who will then notify the Union President or designee (“Union President”) of the above-reference suspicion.
- 3) *The person will be interviewed by the appropriate supervisor, the Chief or his designee, and the Union President or his designee. Such interview may not commence without the Union President/designee unless it would delay the interview by more than one (1) hour from the time of the above-referenced notification to the Union President or his designee.*

- 4) *The Union President or his designee shall have the right to participate at all stages of this process. Such process shall not be delayed beyond the aforementioned one (1) hour period.*
- 5) If the Chief determines there is reasonable suspicion to warrant immediate testing based upon specific, contemporaneous, obvious observations concerning the appearance, behavior, speech or body odors of a person, the Chief is authorized to order testing.
- 6) Upon reaching a decision to proceed to testing, the Chief shall:
  - a) Notify the person that testing will be conducted; and
  - b) Accompany the suspected person and Union President, if the Union President is available in accordance with Article IV – Section B.3 and 4 above, to the designated provider, where the person will be tested; and
  - c) Call in additional persons, if necessary, to maintain required staffing.
- 7) A written record shall be made of observations leading to reasonable suspicion, signed by the supervisor and/or person who made the observations, within one (1) hour of the observed behavior.
- 8) Upon completion of testing, the Chief will take the appropriate actions mandated by this Policy.
- 9) The District shall not administer a reasonable suspicion alcohol test more than one hundred eighty (180) minutes following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this Policy have been violated.
- 10) Notwithstanding the absence of a reasonable suspicion alcohol test, the District will not permit any person to report for duty or remain on duty while the person is under influence of, or impaired by, alcohol, as shown by the behavior, speech and performance indicators of alcohol misuse, until an alcohol test is administered and the person’s BAC measures less than .02%.
- 11) If a person is suspected of violation of this Policy but cannot be tested, through no fault of the person, the person shall be sent home with pay. Any written document (pursuant to Article IV –

Section B.6 or otherwise) shall be expunged from the person's file. In no event shall a person be disciplined or deemed in violation of this Policy without administration of a positive BAC test, as described herein, except as specifically provided for in Sections IV.F.2 and IV.G.3 below.

- 12) *The Union President will provide the Department with a list of persons who are the Union President's designees for purposes of this Policy. Such list may be changed at any time by the Union President.*

C. ~~ADMINISTRATION~~ ADMINISTRATION OF THE TEST

- 1) Alcohol testing will be administered by a certified Breath Alcohol Technician ("BAT")<sup>2</sup>, trained in utilizing an evidential breath testing device ("EBT") that conforms to the requirement promulgated at the Department of Transportation ("DOT"), 49 CFR Part 40.<sup>3</sup> The EBT used for testing shall meet the standards promulgated at DOT 49 CFR Part 40 and have a quality assurance plan ("QAP") developed by the manufacturer to ensure proper calibration.
- 2) If the initial test reveals a BAC of .02% or greater, a confirmatory urine test must be performed. The confirmatory urine test will produce the only result from which disciplinary action may be taken. The urine sample will be analyzed only to determine a person's BAC and for no other purpose. The District will ensure that alcohol test information is maintained in a strict and confidential manner. A positive alcohol test shall only be established if the confirmatory test is .02% or greater ("positive alcohol test"). Testing will be conducted in a location that affords visual and aural privacy to individuals being tested.
- 3) Testing authorized by this Policy shall be commenced as soon as possible, but no later than one hundred eighty (180) minutes from the Chief's determination of reasonable suspicion, as specified in Article IV – Section B.4. The person will be compensated for all

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<sup>2</sup> The BAT must successfully complete a NHTSA model course.

<sup>3</sup> While for purposes of convenience, this Policy references DOT procedures and regulations, the Department acknowledges that persons are not required to maintain Commercial Driver's Licenses and, consequently, any other DOT procedures and regulations do not apply to firefighters.

time associated with the testing at his/her appropriate rate of pay if the results are less than .02% BAC.

- 4) *The confirmatory urine specimen taken will be divided into two aliquots and each container will be sealed, dated, and initialed by the person being tested and the person(s) supervising the collection process. Both samples will be forwarded by the trained medical personnel of the designated provider to the certified or registered testing laboratory designated by the provider. The second sample, upon the person's request, shall be sent to an independent certified laboratory to confirm the results of the test. The person is required to assume all costs associated with the analysis of the second sample unless the second sample test result is negative in which event the person shall have no responsibility for such cost and shall be reimbursed the cost in the event it is paid. The second sample must follow all chain of custody procedures as established by the designated provider or it will be considered invalid. The person shall identify, at the time the specimen is collected or thereafter, any prescription and non-prescription medications that he/she is currently taking and if requested, within seventy-two (72) business hours, shall provide appropriate documentation.*
- 5) If the confirmatory urine test results are less than .02% BAC, any records required pursuant to Article IV – Section B.6 and any records of testing shall be expunged from the person's file.
- 6) All test results will be treated as strictly confidential, with access within the District only on a need to know basis. In no event will the results be released to the public, unless ordered by a Court of *competent jurisdiction*.
- 7) Administration of the test may only occur while the employee is on pre-scheduled duty, except where otherwise agreed upon.
- 8) During a new bargaining unit employee's probationary period, unannounced alcohol testing may occur while on duty.
- 9) The MRO will conduct a final review of all positive test results to assess possible alternative medical explanations for the positive

test results before they are reported to the District's designated representative, and before any action is taken to remove the person from duties. If the person provides appropriate documentation and the MRO determines that there is a legitimate medical explanation for the positive test, the test result will be reported as negative and the test shall not be reported to the District's designee.

**D. INCOMPLETE TESTING**

If a test cannot be completed, or if any event occurs that would invalidate the test, the BAT shall, if practicable, begin a new test, using a new breath alcohol testing form with a new sequential test number, as long as it is within one hundred eighty (180) minutes as specified in Article IV – Section B.8 above.

**E. FOLLOW-UP TESTING**

- 1) After a positive alcohol test follow-up drug and alcohol tests shall be given if a determination is made by the Substance Abuse Professional (“SAP”) that the person is in need of assistance in resolving problems associated with misuse of drugs and/or alcohol. *The SAP shall, prior to the follow-up testing, be mutually agreed by the Union and District.*
- 2) These are unannounced drug and alcohol tests conducted only when a person is on duty, which are completed within eighteen (18) months from the person's return to duty, with the actual frequency and number of tests determined by the SAP. *However, a person should not be tested more frequently than once per month during this eighteen (18) month period.*
- 3) The person will be compensated for all time associated with follow-up testing at the person's regular rate of pay.

**F. REFUSAL TO SUBMIT TO TESTING**

- 1) A person shall not refuse to submit to an alcohol test or a follow-up test required under this Policy. The Department will not permit a person to perform firefighting duties or activities subsequent to a refusal to submit to an alcohol test or follow-up test as required under this Policy.

- 2) A refusal by a person to submit to testing is the equivalent of an alcohol test revealing a BAC of greater than .02%. A refusal to be tested shall be defined as a refusal by a person to complete and sign the breath alcohol testing form, to provide breath, to provide an adequate amount of breath, or otherwise failing to cooperate with testing process in a way that prevents the completion of the test.
- 3) The BAT shall record such refusal in the remarks section of the form. The testing process shall then be terminated and the BAT shall immediately notify the Chief.

**G. CONSEQUENCES FOR PERSONS**

- 1) A person shall not perform any firefighting duties or activities within twenty-four (24) hours of commencement of the shift during which the person was found to have engaged in prohibited conduct.
- 2) Consequences for violating this Policy may include:
  - a) Referral to an evaluation by a SAP; and/or
  - b) Participation in any substance abuse program by the SAP; and/or
  - c) Certification by the SAP of completion of the required substance abuse program, if any. The person shall receive pay for any time subsequent to the aforementioned penalties if the person is continuing in the required substance abuse program required by the SAP and which attendance prevents the person from performing duties. Those involved will use their best efforts to schedule the aforementioned attendance during off duty. *The only exception to this will be in-patient treatment for which the employee shall only be entitled to sick leave;* and/or
  - d) Follow-up testing; and/or
  - e) Discipline, up to and including discharge, in accordance with Article IV – Sections G.3, 4, 5, and 7 below.
- 3) If a person refuses to submit to a reasonable suspicion test or follow-up test, the person shall be treated as in he/she took and failed the test (i.e. BAC of .02% or greater).
- 4) The first time a person violates this Policy, by testing .02% or greater BAC, he/she shall be suspended without pay, for four (4) consecutive scheduled shifts, to include the day of testing.

- 5) The second violation of this Policy, by testing .02% or greater BAC and/or by testing positive for drugs (as prescribed below), will result in a suspension without pay for eight (8) consecutive scheduled shifts, to include the day of testing.
- 6) No person shall return to work for any purpose while suspended, and shall not substitute any leave accruals in lieu of suspension.
- 7) A third violation of this Policy, by testing .02% or greater BAC and/or by testing positive for drugs (as prescribed below), shall result in termination.
- 8) A violation of this Policy shall remain in a person's record for three (3) years from the date of the last incident. At the conclusion of the three-year period, all records of the violation shall be purged and cannot be used by the District in any way, including for purposes of progressive discipline.
- 9) Prior to any determination of reasonable suspicion, persons who voluntarily ask for assistance in dealing with an alcohol problem shall not be disciplined by the District. In no way shall such request for treatment be deemed a violation of this Policy or admissible against the person in a proceeding involving the alleged violation of this Policy.
- 10) If a person is called for any overtime and is under the influence of alcohol, the person must decline the overtime and go to the bottom of the list.

## **V. DRUG POLICY**

### **A. PROHIBITED CONDUCT**

- 1) No person shall report for duty or remain on duty while under the influence of illegal drugs or under the influence of prescription drugs which renders them unfit for duty.
- 2) Illegal drugs:
  - a) The use, possession and/or sale of an illegal drug(s) while on duty shall be cause for discipline, to include termination.
  - b) Any felony convictions of the use, possession and/or sale of illegal drug(s) while off duty shall be cause for termination by the District per the Collective Bargaining Agreement.

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- 3) Prescription Drugs:
  - a) A person shall not possess any prescription drug(s) while on duty *or being paid by the district* or *when* reporting for duty unless the drug was prescribed for that person by a licensed medical practitioner.
  - b) The person has the responsibility to use such prescribed drug(s) in the manner, combination, and quantity so prescribed by the licensed medical practitioner. Any prescribed drug(s) that may affect that person's ability to do his/her job must report it to the Chief.
  - c) It is the persons' responsibility to inform their licensed medical practitioner of the duties and responsibilities of firefighting, as outlined in the Civil Service Job Specifications, as may be modified by the District with Civil Service approval, prior to the dispensing of a prescribed drug for that person's use. This is to insure the District and the public that this drug would have no adverse effect in that person's performance of duties.

**B. PERSONS SUBJECT TO TESTING**

- 1) During a new *hire's* probationary period, unannounced drug testing may occur while on duty.
- 2) Any person whose conduct or actions on duty, give rise to a reasonable suspicion of having engaged in the unlawful use of controlled substances.
- 3) Any person involved in an occupational accident involving personal injury requiring medical treatment or property damage **where there is reasonable suspicion** that the person's use of drugs could have been a contributing factor to the accident. No person shall be ordered to submit to drug testing without the prior approval of the Chief.

**C. SPECIMEN COLLECTION PROCEDURES**

- 1) The collection process shall be conducted as follows:
  - a) Urinalysis samples will be collected under the supervision of the staff of the designated provider. The designated provider will be required to follow federal regulations (DOT

Regulations) to insure compliance with all necessary laboratory certificates, proper training of personnel, testing procedures and chain of custody procedures. The Chief and/or designated personnel and the Union President or designee are authorized to be present. Collection of the specimen may take place with the authorized observers in the area, but without direct supervision.

- b) The specimen taken will be divided into two aliquots and each container will be sealed, dated, and initialed by the person being tested and the person(s) supervising the collection process. Both samples will be forwarded by the trained medical personnel of the designated provider to the certified or registered testing laboratory designated by the provider. The second sample, upon the person's request, shall be sent to an independent certified laboratory to confirm the results of the test. The person is required to assume all costs associated with the analysis of the second sample unless the second sample test result is negative in which event the person shall have no responsibility for such cost and shall be reimbursed the cost in the event it is paid. The second sample must follow all chain of custody procedures as established by the designated provider or it will be considered invalid.
- c) Drug testing of the person will commence within one hundred eighty (180) minutes of the alleged suspicion of drug use.

**D. TESTING LABORATORY**

All drug testing will be performed by duly certified by the Department of Health and Human Services (DHHS) facilities utilized by the designated provider. The testing facility will use the cutoffs testing methodology set forth in Article V – Section F.2 below.

**E. COSTS**

Costs pertaining to the collection and testing of samples, which are required by the Department, will be ~~borne~~borne by the District. A person who chooses to have a second sample analyzed will do so at his/her own expense except as provided above. *The time spent by a person in undergoing District ordered drug tests will be considered working time.* If outside of the person's regular shift, the person will be paid at the person's

overtime rate of pay for the actual time required. If the test comes back positive for illegal drugs, the overtime will be voided.

**F. TESTING PROCEDURES**

- 1) The initial drug test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. All specimens identified as positive in the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. A person will not be considered as having tested positive for drugs unless he exceeds the applicable level for both the initial and confirmatory tests.
- 2) The drugs, or classes of drugs, for which employees will be tested, as well as the initial and confirmatory positive/negative test level, shall conform to the most current DOT standard as amended from time to time, are:

Drugs	Initial Test Level Ng/ml	Confirmatory Test Level Ng/ml
Marijuana Metabolites	50	15
Cocaine Metabolites	300	150
Opiate Metabolites	2000	
Morphine		2000
Codeine		2000
Phencyclidine	25	25
Amphetamines	1000	
Amphetamines		500
Methamphetamines		500
Barbiturates		
Methaqualone	300	200
Benzodiazepines	200	200

- 3) The MRO will conduct a final review of all positive test results to assess possible alternative medical explanations for the positive test results before they are reported to the District’s designated representative, and before any action is taken to remove the employee from duties. If the person provides appropriate documentation and the MRO determines that there is a legitimate medical use of the prohibited drug, the test result will be reported

negative and the test shall be reported to the District's designee for review.

**G. EFFECT OF POSITIVE TEST RESULT**

- 1) Any newly hired personnel, during their probationary period whose test exceeds the applicable level for both the initial and confirmatory tests shall be terminated.
- 2) Any person, beyond his probationary period, testing positive pursuant to the above levels will be suspended without pay for eight (8) consecutive shifts, and directed to complete a Substance Abuse Program as required by the District's designated provider. The District may impose additional discipline where warranted because of work related misconduct by the person but such additional discipline, if any, will be subject to the disciplinary grievance and arbitration procedure of the Collective Bargaining Agreement. If the person is unable to return to work following eight (8) shift suspension period because of treatment in a required in-patient rehabilitation program, as determined by a SAP, the person is eligible for paid sick leave if he/she otherwise meets applicable requirements. Any required outpatient rehabilitation program, as determined by the SAP, beyond the eight (8) shift suspension period shall not result in the loss of any further economic benefits to the person.
- 3) Following completion of the suspension period, the person must pass a drug test before being allowed to return to active duty ("Return to Duty Test"). A person who successfully passes this Return to Duty Test will be reinstated and must undergo unannounced follow-up drug and/or alcohol testing and rehabilitation procedures, at such times during his/her scheduled working hours, as may be required by the SAP, during a period of eighteen (18) months from the date of his/her reinstatement. *These unannounced tests should not be more frequent than once per month during this period. The SAP shall be mutually selected by the Union and the District.*
- 4) Should the person's second violation under the drug policy, to include the Return to Duty Test, be for alcohol at a level of .02% or greater BAC, then the person will be suspended without pay for eight (8) consecutive shifts.

- 5) Any person who tests positive twice for drugs, to include the Return to Duty Test, without regard to the particular substance or substances involved, within any thirty-six (36) consecutive month period will be terminated from his/her employment with the District.

**H. REFUSAL TO SUBMIT TO TESTING**

Any person who refuses to take a drug test, after being so ordered, shall be treated as if that person had tested positive on the test.

**I. GENERAL PROVISIONS**

- 1) Any adulterated switching or substitution of a test specimen by a person will constitute a positive test and may result in termination by the Chief and/or the District.
- 2) Should a person be terminated as a result of testing under the drug policy, the drug testing results performed pursuant to this Policy may be used against the person by the District in any civil or criminal proceeding.
- 3) If a person, past his probationary period, is tested pursuant to Article V – Section B.2 or 3, and tests negative on such test, he/she will be reimbursed for the cost of the analysis of the second sample drug test he/she may have elected under the provisions of Article V – Section C.2.
- 4) If a person is called for any overtime and is unable to perform firefighting duties while under the influence of prescription or over-the-counter medications, the person must decline the overtime and go to the bottom of the list.
- 5) A person shall be suspended with pay pending the results of the drug and/or alcohol testing.

**ARTICLE VI REFERRAL, EVALUATION, AND TREATMENT**

- A. The District shall provide to all persons its information regarding the resources available for evaluation and resolving problems associated with the misuse of drugs and/or alcohol.
- B. The District shall require that each person who engages in conduct prohibited by this Policy, be evaluated by a SAP who shall determine what

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assistance, if any, the person needs in resolving problems associated with drug and/or alcohol misuse. The costs associated with this evaluation and rehabilitation shall, to the extent available, be covered by the District's and ~~persons~~person's health insurance policy.

- C. Persons are required to comply with the treatment and directives of the SAP. If a person fails to comply with the SAP's directives, the person may be disciplined by the District for failure to do so. To the extent the person disagrees with the SAP directives and the District takes disciplinary action, the person has the right to retain a medical expert (at persons expense), provide that medical expert's opinion to the District and absent an agreement, challenge the District's discipline and/or the SAP's directive by use of the *grievance/arbitration procedures in the Collective Bargaining Agreement*.

**IN WITNESS WHEREOF**, the parties hereto executed this Drug and Alcohol Policy this \_\_\_\_ day of \_\_\_\_\_, ~~2012~~2016.

**DeWitt Professional Fire Fighters Association, Local 2733, IAFF, AFL-CIO**

**DeWitt Fire District**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX A

### DEFINITIONS:

**Alcohol:** The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol. Also as any substance, prescription or nonprescription (over-the-counter) drug that has an alcohol content.

**Alcohol Use:** The consumption of any beverage, mixture, or preparation including any medication containing alcohol.

**Blood Alcohol Concentration (BAC):** The content of alcohol in an individual's blood.

**Breath Alcohol Technician (BAT):** An individual who operates an evidential breath testing device and instructs and assists individuals in the alcohol testing process.

**Chief:** Chief of the DeWitt Fire District and/or Deputy Chiefs of the DeWitt Fire Department.

**Department:** The DeWitt Fire Department

**District:** The DeWitt Fire District.

**District's Designated Provider:** A New York State certified laboratory which provides drug and alcohol testing services for all district employees.

**Drug:** Any substance, other than alcohol, capable of altering mood, perception, pain level, or judgment of an individual using such substance.

**Evidential Breath Testing Device (EBT):** A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List (CPL) of Evidential Breath Measurement Devices.

**Illegal Drug:** Indicates any drug or controlled substance (narcotic, hallucinogen, stimulant, depressant, etc.) in which use, sale, or possession is illegal in New York State.

**Immunoassay:** A laboratory or clinical technique that uses the specific binding between an antigen and its homologous antibody to identify and quantify a substance in a test sample.

**Medical Review Officer (MRO):** A licensed physician responsible for receiving laboratory results generated by the District's use of this Drug and Alcohol Policy, who has knowledge of substance abuse and/or alcohol disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his/her medical history and any other relevant biomedical information.

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**Persons:** Any employee of the District that is part of the bargaining unit that is represented by the Union.

**On Duty:** Any time on District and/or Department time that *is paid*, including scheduled work, training, educational, business or related activities.

**Prescription Drug:** Indicates any medically approved substance prescribed with medical justification (diagnosis, prevention, or treatment) for an individual as determined by a licensed medical practitioner.

**Reasonable Suspicion:** Reasonable suspicion shall be based upon training, objective facts or testimony from credible sources, and shall include, by example, but not limitation: aberrant or erratic behavior on the job, as determined by the Chief.

**Shift:** A shift shall be a 10 hour day, a 14 hour night, or a 24 hour day/night, or a staff schedule.

**Substance Abuse Professional (SAP):** A licensed physician (Medical Doctor or Doctor of Osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors' Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

**APPENDIX B**  
**DRUG and ALCOHOL POLICY**  
**TRAINING COMPLETION FORM**

Date: \_\_\_\_\_

I, \_\_\_\_\_ have received a copy of the **DRUG and**  
(Print Persons Name)  
**ALCOHOL POLICY (D&A Policy)** between the **DeWitt Fire District** and the **DeWitt**  
**Professional Fire Fighters Association, Local 2733, IAFF, AFL-CIO.**

I have received the prescribed in-service training as outlined in Article I.B.4. I have had the D&A policy explained to be by the District representative. I have had full opportunity to review and ask questions of the District and its Representatives regarding the Drug and Alcohol Policy to understand the D7A policy's provisions and consequences.

\_\_\_\_\_  
(Persons Signature)

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Attachment #2

<u>Rates for Hires in 2016</u>	<u>Firefighter</u>	<u>Firefighter EMT - D</u>	<u>Firefighter EMT Intermediate</u>	<u>Firefighter A-EMT Critical Care</u>	<u>Firefighter Paramedic</u>
<u>Step 1</u>	<u>\$43,823.13</u>	<u>\$44,298.58</u>	<u>\$45,057.47</u>	<u>\$46,606.04</u>	<u>\$47,864.00</u>
<u>Step 2</u>	<u>\$44,261.36</u>	<u>\$44,741.57</u>	<u>\$45,508.05</u>	<u>\$47,072.10</u>	<u>\$48,342.64</u>
<u>Step 3</u>	<u>\$44,703.98</u>	<u>\$45,188.99</u>	<u>\$45,963.13</u>	<u>\$47,542.82</u>	<u>\$48,826.06</u>
<u>Step 4</u>	<u>\$45,151.02</u>	<u>\$45,640.88</u>	<u>\$46,422.76</u>	<u>\$48,018.25</u>	<u>\$49,314.32</u>
<u>Step 5</u>	<u>\$45,602.53</u>	<u>\$46,097.28</u>	<u>\$46,886.99</u>	<u>\$48,498.43</u>	<u>\$49,807.47</u>
<u>Step 6</u>	<u>\$46,058.55</u>	<u>\$46,558.26</u>	<u>\$47,355.86</u>	<u>\$48,983.42</u>	<u>\$50,305.54</u>
<u>Step 7</u>	<u>\$46,519.14</u>	<u>\$47,023.84</u>	<u>\$47,829.41</u>	<u>\$49,473.25</u>	<u>\$50,808.60</u>
<u>Step 8</u>	<u>\$46,984.33</u>	<u>\$47,494.08</u>	<u>\$48,307.71</u>	<u>\$49,967.99</u>	<u>\$51,316.68</u>
<u>Step 9</u>	<u>\$47,454.17</u>	<u>\$47,969.02</u>	<u>\$48,790.79</u>	<u>\$50,467.67</u>	<u>\$51,829.85</u>
<u>Step 10</u>	<u>\$47,928.72</u>	<u>\$48,448.71</u>	<u>\$49,278.69</u>	<u>\$50,972.34</u>	<u>\$52,348.15</u>
<u>Step 11</u>	<u>\$48,408.00</u>	<u>\$48,933.20</u>	<u>\$49,771.48</u>	<u>\$51,482.07</u>	<u>\$52,871.63</u>
<u>Step 12</u>	<u>\$48,892.08</u>	<u>\$49,422.53</u>	<u>\$50,269.20</u>	<u>\$51,996.89</u>	<u>\$53,400.35</u>
<u>Step 13</u>	<u>\$49,381.00</u>	<u>\$49,916.75</u>	<u>\$50,771.89</u>	<u>\$52,516.86</u>	<u>\$53,934.35</u>
<u>Step 14</u>	<u>\$49,874.81</u>	<u>\$50,415.92</u>	<u>\$51,279.61</u>	<u>\$53,042.02</u>	<u>\$54,473.69</u>
<u>Step 15</u>	<u>\$50,373.56</u>	<u>\$50,920.08</u>	<u>\$51,792.40</u>	<u>\$53,572.44</u>	<u>\$55,018.43</u>
<u>Step 16</u>	<u>\$50,877.30</u>	<u>\$51,429.28</u>	<u>\$52,310.33</u>	<u>\$54,108.17</u>	<u>\$55,568.62</u>
<u>Step 17</u>	<u>\$51,386.07</u>	<u>\$51,943.57</u>	<u>\$52,833.43</u>	<u>\$54,649.25</u>	<u>\$56,124.30</u>
<u>Step 18</u>	<u>\$51,899.93</u>	<u>\$52,463.01</u>	<u>\$53,361.76</u>	<u>\$55,195.74</u>	<u>\$56,685.54</u>
<u>Step 19</u>	<u>\$52,418.93</u>	<u>\$52,987.64</u>	<u>\$53,895.38</u>	<u>\$55,747.70</u>	<u>\$57,252.40</u>
<u>Step 20</u>	<u>\$52,943.12</u>	<u>\$53,517.52</u>	<u>\$54,434.34</u>	<u>\$56,305.18</u>	<u>\$57,824.92</u>

New employees after 1/1/2013 will enter steps based on level of full time experience at time of hire as determined by the Chief and BOFC

Steps will be indexed at 1/3 of negotiated contractual raises each year



Rates for Hires in 2018

	<u>Firefighter</u>	<u>Firefighter EMT - D</u>	<u>Firefighter EMT - Intermediate</u>	<u>Firefighter A-EMT Critical Care</u>	<u>Firefighter Paramedic</u>
<u>Step 1</u>	\$44,409.68	\$44,891.50	\$45,660.54	\$47,229.84	\$48,504.63
<u>Step 2</u>	\$44,853.78	\$45,340.41	\$46,117.15	\$47,702.14	\$48,989.68
<u>Step 3</u>	\$45,302.32	\$45,793.82	\$46,578.32	\$48,179.16	\$49,479.58
<u>Step 4</u>	\$45,755.34	\$46,251.75	\$47,044.10	\$48,660.95	\$49,974.37
<u>Step 5</u>	\$46,212.90	\$46,714.27	\$47,514.54	\$49,147.56	\$50,474.12
<u>Step 6</u>	\$46,675.02	\$47,181.42	\$47,989.69	\$49,639.04	\$50,978.86
<u>Step 7</u>	\$47,141.77	\$47,653.23	\$48,469.59	\$50,135.43	\$51,488.65
<u>Step 8</u>	\$47,613.19	\$48,129.76	\$48,954.28	\$50,636.78	\$52,003.53
<u>Step 9</u>	\$48,089.32	\$48,611.06	\$49,443.83	\$51,143.15	\$52,523.57
<u>Step 10</u>	\$48,570.22	\$49,097.17	\$49,938.26	\$51,654.58	\$53,048.80
<u>Step 11</u>	\$49,055.92	\$49,588.14	\$50,437.65	\$52,171.13	\$53,579.29
<u>Step 12</u>	\$49,546.48	\$50,084.02	\$50,942.02	\$52,692.84	\$54,115.08
<u>Step 13</u>	\$50,041.94	\$50,584.86	\$51,451.44	\$53,219.77	\$54,656.23
<u>Step 14</u>	\$50,542.36	\$51,090.71	\$51,965.96	\$53,751.96	\$55,202.80
<u>Step 15</u>	\$51,047.79	\$51,601.62	\$52,485.62	\$54,289.48	\$55,754.82
<u>Step 16</u>	\$51,558.26	\$52,117.64	\$53,010.47	\$54,832.38	\$56,312.37
<u>Step 17</u>	\$52,073.85	\$52,638.81	\$53,540.58	\$55,380.70	\$56,875.50
<u>Step 18</u>	\$52,594.59	\$53,165.20	\$54,075.98	\$55,934.51	\$57,444.25
<u>Step 19</u>	\$53,120.53	\$53,696.85	\$54,616.74	\$56,493.85	\$58,018.69
<u>Step 20</u>	\$53,651.74	\$54,233.82	\$55,162.91	\$57,058.79	\$58,598.88

New employees after 1/1/2013 will enter steps based on level of full time experience at time of hire as determined by the Chief and BOFC

Steps will be indexed at 1/3 of negotiated contractual raises each year

District\_\_\_\_\_

PFA\_\_\_\_\_