

**AGREEMENT BETWEEN**  
**FAIRVIEW FIRE DISTRICT, BOARD OF FIRE COMMISSIONERS**  
**AND**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL - CIO,**  
**LOCAL 2623**

**DATED:           January 1, 2020- December 31, 2022**

For Fairview Fire District\_\_\_\_\_ for Firefighters\_\_\_\_\_

Table of Contents

**PREAMBLE ..... 3**

**ARTICLE 1 - PURPOSE..... 3**

**ARTICLE 2 - DURATION..... 3**

**ARTICLE 3 - RECOGNITION..... 3**

**ARTICLE 4 - DUES CHECKOFF ..... 4**

**ARTICLE 5 - BEREAVEMENT LEAVE ..... 4**

**ARTICLE 6 - HOURS OF DUTY AND SPECIAL CONSIDERATIONS ..... 5**

**ARTICLE 7 - MAINTENANCE OF BUILDING AND GROUNDS..... 7**

**ARTICLE 8 - SCHEDULE ..... 8**

**ARTICLE 9 - JOB DESCRIPTIONS..... 13**

**ARTICLE 10 - TRAINING..... 13**

**ARTICLE 11 - ORGANIZATIONAL RIGHTS..... 155**

**ARTICLE 12 - REMUNERATION..... 16**

**ARTICLE 13 - HIRING/PROMOTION ..... 20**

**ARTICLE 14 - SPECIAL POSITIONS..... 21**

**ARTICLE 15 - SENIORITY ..... 26**

**ARTICLE 16 - VACATION ..... 27**

**ARTICLE 17 - HOLIDAYS ..... 28**

**ARTICLE 18 - PERSONAL LEAVE AND MUTUAL WORK SHIFTS ..... 30**

**ARTICLE 19 - SICK LEAVE ..... 30**

**ARTICLE 20 - UNIFORM ALLOWANCE AND STANDARDS ..... 33**

**ARTICLE 21 - MEDICAL INSURANCE..... 38**

**ARTICLE 22 - RETIREMENT ..... 40**

**ARTICLE 23 - DENTAL INSURANCE..... 41**

**ARTICLE 24 - LIFE INSURANCE ..... 41**

**ARTICLE 25 - JURY DUTY and COURT APPEARANCE ..... 42**

**ARTICLE 26 - DISCIPLINE ..... 43**

**ARTICLE 27 - GRIEVANCE PROCEDURE ..... 44**

**ARTICLE 28 - HOLD HARMLESS CLAUSE..... 45**

**ARTICLE 29 - MANAGEMENT RIGHTS..... 46**

**ARTICLE 30 - NO STRIKE PROVISION ..... 46**

**ARTICLE 31 - CONTINUATION OF AGREEMENT ..... 46**

**ARTICLE 32 - MERGER CLAUSE..... 46**

**ARTICLE 33 - SAVING CLAUSE..... 47**

**ARTICLE 34 - CHANGE, WAIVER OR TERMINATION ..... 47**

**ARTICLE 35 - LEGISLATIVE CLAUSE..... 47**

**ARTICLE 36 - Administration of Section 207a of the General Municipal Law ..... 48**

**ACKNOWLEDGMENTS..... 64**

## **PREAMBLE**

This Agreement made, between the Board of Fire Commissioners of the Fairview Fire District, hereinafter referred to as the District, and the International Association of Firefighters, AFL-CIO, and Local 2623, hereinafter referred to as the Firefighters.

It is the understanding that there shall be no discrimination, interference, restraint or coercion by the employer or employee against the other.

## **ARTICLE 1 - PURPOSE**

It is the intent and purpose of this agreement to maintain the harmonious relationship between the District and the Firefighters. To increase the general efficiency of the Department, promote and protect the general welfare of the citizenry, and to be consistent with the New York State Taylor Law, decisions of the court, and/or public Employee Relations Board.

## **ARTICLE 2 - DURATION**

This agreement shall be effective January 1st, 2020 and continue in full force and effect until December 31, 2022.

## **ARTICLE 3 – RECOGNITION**

The District recognizes IAFF Local 2623 as the sole and exclusive bargaining agent for all paid personnel of the Fire Fighting Force and other Emergency Services of the Fairview Fire District for the purpose of the collective bargaining of their terms and conditions of employment and the administration of grievances. District Clerical, Financial, Management Confidential Staff, or Professional Services employees are not included in this recognition.

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_

## ARTICLE 4 - DUES CHECKOFF

The District shall deduct from the wages of all members of the bargaining unit for Local 2623 IAFF who have agreed to pay dues and remit to the Association regular membership dues.

## ARTICLE 5 - BEREAVEMENT LEAVE

### Section 1

An employee who suffers a death in his/her family shall be entitled to special leave, which leave is to commence within 72 hours after the death, with pay subject to the following conditions:

- A. Up to 72 hours or six (6) regularly scheduled shifts in the event of the death of the employee's spouse, (step)child, (step)parent or dependent or the employee's spouse's, (step)child, (step)parent or dependent thereof.
- B. Up to 48 hours or four (4) regularly scheduled shifts in the event of the death of a (step) brother, or a (step)sister of the employee or that of the employee's spouse.
- C. Up to 24 hours or two (2) regularly scheduled shifts in the event of the death of a grandparent, or grandchild of the employee or that of the employee's spouse.
- D. Up to 24 hours or two (2) regularly scheduled shifts (the day of the funeral only), with a maximum of three (3) days per calendar year, in the event of the death of an aunt, an uncle, a niece or a nephew of the employee or that of the employee's spouse.

### Section 2

The employee shall supply documentation establishing the death and relationship of the deceased to the employee if requested by the District.

### Section 3

In special circumstances the District may grant bereavement leave to a Firefighter or Officer for reasons not covered above. The request under this section must be submitted in writing to the union who will then forward it to the district and the request shall not be unreasonably denied.

## ARTICLE 6 - HOURS OF DUTY AND SPECIAL CONSIDERATIONS

The various work shifts of the Firefighters or Officers of the Fairview Fire District are defined as follows:

- A. **Firefighters/Officer cycle working shifts** will be (10) hours on the day shift between 0700 and 1700 hours and fourteen (14) hours on the night shift between 1700 and 0700 hours. For the purpose of this agreement, the mean between the two, namely twelve (12) hours will constitute a day. The time cycle of working shifts shall be one day shift and night shift totaling 24 consecutive hours on duty, followed by 3 day and 3-night shifts totaling 72 consecutive hours off duty. Firefighter and Officer Shifts shall be synchronized with each other.
- B. **Special days only shifts** shall consist of a flexible schedule determined by the District, to reflect the needs of the assignment. The schedule shall be worked to maintain a forty-two (42) hour work week over a seven-day (pay) period. This position is not part of the regularly scheduled group and will not affect shift/group manning.
- C. **Scheduled relief shifts** shall be any shift scheduled to be worked with more than 14 hours' notice to the employee before the first hour scheduled to be worked. Only the employee who works the shift is entitled to be paid for the shift.
- D. **Special relief shifts** may be established by the District Board of Fire Commissioners to provide adequate district response. Actual hours and days to be worked will be as directed and felt necessary by the Board. The minimum duration of this shift would be three months. Once this shift has been started, the Board will give the Union 30 days' notice of its intention to discontinue the shift.
- E. **Emergency relief shifts** shall be any shift scheduled to be worked with less than 14 hours' notice to the employee before the first hour scheduled to be worked.
- F. **Hold over time** is defined as any time an employee must remain on duty past the end of his/her regular shift caused by either failure to be relieved by a replacement, inability to return to the fire house during an ongoing incident or as directed by the officer in charge.

- G. **Callback time** is defined as time spent on active duty as a result of being called back to work from time off after completing a regular shift. The standard operating guideline "Emergency Call Back Procedure, District Order #5" details standard conditions that govern call back time.
- H. **Pre-start time** is defined as callback time that occurs less than two hours prior to the scheduled start time of a Firefighter/Officer.
- I. **Equipment transport** is defined as time spent moving District apparatus for repairs and shall not be considered part of normal shift duties unless the transport is within the District or is within seven (7) miles of the District Line. Transport of equipment over seven (7) miles from the District Line will be done by relief or holdover time.
- J. **Special Details** If an event is held inside or outside of the District, and career personnel are representing the District, employees will be paid at the relief time rate. Examples of special details include but are not limited to: car seat events, fire prevention details, open house, district drills, etc.
- K. **Parades** Operation of equipment for parades shall not be considered part of normal shift duties. Operation of equipment will be on a volunteer basis by qualified off-duty personnel. In the event of any accident, injury or other incident, members will be considered on duty and retain all benefits and coverage granted while on duty.
- L. **Reorientations** An employee, who returns to work from long term disability or leave, greater than 4 months, shall be assigned to the day shift for a time period determined by the District or their designee, not to exceed six weeks.

## ARTICLE 7 - MAINTENANCE OF BUILDING AND GROUNDS

The Fire District's lawns, equipment, grounds and buildings, will be maintained by the Firefighters as directed and as time is available after completion of training, daily duties and answering fire or medical assistance calls.

General cleaning and maintenance of building and grounds will include but not be limited to the following:

1. Sweep and mop floors in all but the apparatus and work area as needed.
2. Clean blinds, windowsills and general dusting as needed.
3. Empty wastepaper baskets as needed.
4. Window washing at least 2 times per year.
5. Lawns mowed and trimmed as needed.
6. Sidewalks and fire escapes cleaned and sanded as needed in the winter.
7. Bathrooms cleaned and supplied with soap and paper daily or as needed.
8. Apparatus and work area to be cleaned, dusted, floor washed weekly or as needed.
9. Replace light bulbs as needed.
10. Upstairs kitchens as needed
11. Cleaning of the basement areas
12. Gymnasium

The parties agree that the following work shall be excluded from the provisions of this article.

1. Any work on the Fire Districts equipment that falls under the scope of the Preventive Maintenance Special Position.
2. Any items of work that by their nature require special training or large amounts of time.
3. Buffing or stripping of any floors.
4. Initial cleaning of upstairs kitchen after a schedule affair.
5. Adjustment, replacement or repair of gymnasium equipment

## ARTICLE 8 - SCHEDULE

1. The Fire District agrees that it will fund and employ positions for no less than nineteen (19) career firefighters and fire officers. This total will not be inclusive of the District Chief or District Deputy Chief positions. Furthermore, the Fire District acknowledges that no less than four (4) firefighters and/or fire officers will be on duty per shift. Personnel will be deployed in four groups, each comprised of three (3) firefighters and one (1) fire officer, the District Captain/MTO position shall *not* be counted toward this total. In the event that vacancies occur, the Fire District agrees to hire sufficient personnel to fill all vacancies. To fill the vacancy the District and the Union will mutually agree on the replacement time frame. The Fire District agrees that it will fund and employ two (2) additional firefighters during the 2016 calendar year. The District will fill the "special day's only shifts" for two (2) firefighters as outlined within Article 6 Section B of this document until further notice. These firefighter positions shall be included in the nineteen (19) career firefighter/fire officer positions mentioned above.
2. The work schedule for all firefighters and officers assigned to a group will be as follows: 24 hours on duty, followed by 72 hours off duty, averaging a 42-hour work week. Firefighter and officer shifts will be synchronized with each other. Each group shall consist of 3 firefighters and one officer.
3. All Officers and Firefighters shifts shall be filled in accordance with the time book rules agreed upon by the Union and filed with the District Chief. Any changes to the time book rules will be filed with the District Chief in a timely manner.
4. At any time, upon mutual agreement of both the Union and the District, the parties may open negotiations at that time for the purposes of negotiating on the limited question of work schedule/hours of duty. If the parties are unable to reach an agreement on such a change that is then ratified by the Union membership, the work schedule/hours of duty will be as per the previous paragraph above.



5. If a catastrophic event or events occurs in which 35% of the Firefighters/Officers are killed, injured, or become ill and are unable to work for thirty days or more, the Union will assist the District in temporarily employing Firefighters/Officers from nearby I.A.F.F. Local Unions to help fill and continue the level of manning in practice at that time.
6. Special day only shifts may be authorized by the Fire Commissioners as per Article 6 Section B.
7. Upon authorization by the Board of Commissioners and receipt of Doctors notifications, a period of light duty work may be established for any member of the Union to be worked with limited duties assigned by the Board or the Board's designee and within the limitations of the employee's ability. Scheduling of such light duty shifts will be by mutual consent of the employee and the District. After 90 days of light duty, the employee will be required to submit an updated medical review to the district in order to review the status of the light duty, at which time the employee or employee's agent and the district shall come to an agreement to extend or terminate the light duty status.
8. The chain of command for the person in charge of the station and/or emergency scene is as follows: The District Chief in attendance, in his/her absence; the District Deputy Chief (if position is filled), in his/her absence; the District Volunteer Assistant Chief (if position is filled), in his/her absence; the District Captain in attendance, in his/her absence; the District Lieutenant in attendance, in his/her absence; the firefighter with the most time in the civil service system as a firefighter in attendance. At no time will the Board of Fire Commissioners or any of its members be in charge of an emergency scene.
9. A relief shift vacancy of a Fire Officer will be first offered to be filled by another Fire Officer of equal or greater rank. In the event that a fire officer is unable to fill the shift, the shift will be offered to a qualified member from the current active lieutenants list. If a qualified member from the lieutenants list is not available, the shift will then go to a firefighter that has completed and passed ICS-300 and submitted their certificate to the District Chief for inclusion in their personnel file. All shifts will be filled using the most current time book rules. In the event a relief shift vacancy still exists then that vacancy will be filled at the discretion of the Fire Chief or his/her designee.

## ARTICLE 9 – JOB DESCRIPTIONS

### Firefighter/EMT-B

The full-time Firefighter/EMT-B serves directly under a Lieutenant in the Fairview Fire District. In the absence of a shift supervisor, the full-time Firefighter/EMT-B may act in the capacity of shift supervisor.

#### Duties:

- Control and extinguish fires
- Protect life and property
- Administer emergency medical services to any sick or injured person(s)
- Maintain all equipment assigned by the Fire District in a ready state for use on emergency and non-emergency details
- Basic Maintenance and care for the facilities and equipment of the Fire District
- Participate in promoting fire prevention and safety within the community, as well as engage in public relations with the public
- Prepare complete and accurate reports of all emergency medical runs in both emergency and non-emergency situations
- Perform periodic inspections of specified structures within the Fire District to identify and recommend corrective actions for potential life safety hazards
- Participate in training and instruction as required and assigned
- Assist in the initial training of probationary firefighters
- Conduct command functions at emergency scenes in the absence of a higher-ranking fire officer
- Performs all work duties and activities in accordance with District policies and procedures
- Works in a safe manner and reports unsafe activity and conditions.

#### Operational Requirements:

- Have a working knowledge of current firefighting techniques and equipment
- Have a working knowledge of EMS operations and standards
- Have the ability to communicate effectively verbally and in writing
- Have a comprehensive knowledge of the boundaries of the Fire District and the roadways located therein
- Have a comprehensive knowledge and ability to operate all Fire District apparatus
- Have the ability to work with the public with tact and courtesy

#### Minimum Requirements:

- High school diploma or equivalent
- Valid driver's license
- New York State Fire Academy completion or equivalent certificate
- Valid New York State EMT-B Certification
- Valid CPR certification

## Lieutenant

The District Lieutenant serves directly below the District Captain. In the absence of the chief and the captain, the Lieutenant may be required to act as the Chief's Designee. The Lieutenant is also responsible to fulfill the roles and responsibilities of a firefighter in the event that he is needed.

### Duties:

- Command the control and extinguishment of fires by his/her subordinates in the absence of the Captain or the Chief.
- Protect life and property
- Administer emergency medical services to any sick or injured person(s)
- Coordinate and assist in the maintenance of all equipment assigned by the Fire District in a ready state for use on emergency and non-emergency details
- Coordinate and assist in the basic maintenance and care for the facilities and equipment of the Fire District
- Participate in promoting fire prevention and safety within the community, as well as engage in public relations with the public
- Ensure Completeness of all NIFR's and Patient Care reports completed by himself/herself and his/her subordinates
- Perform periodic inspections of specified structures within the Fire District to identify and recommend corrective actions for potential life safety hazards
- Instruct and participate in training and instruction as required and assigned
- Assist in the coordination and implementation of initial training of probationary firefighters
- Conduct command functions at emergency scenes in the absence of a higher-ranking fire officer
- Complete accident/injury reporting to be submitted to the Chief or his/her designee.

### Operational Requirements:

- Have a working knowledge of current firefighting techniques and equipment and to pass it down in training
- Have a working knowledge of EMS operations and standards
- Have the ability to communicate effectively verbally and in writing
- Have a comprehensive knowledge of the boundaries of the Fire District and the roadways located therein
- Have a comprehensive knowledge and ability to operate all Fire District apparatus
- Have the ability to work with the public with tact and courtesy
- Have a working knowledge of data input in imagetrend
- Have a knowledge of all policies and procedures of the fire district
- Have a Working Knowledge of the NFIRS reporting system

### Minimum Requirements

- Fire Officer 1 (Preferably Pro-Board certification)
- Fire Service Instructor 1 (Preferably Pro-Board)
- ICS 300
- All Requirements needed for Firefighter

## Captain

The District Captain serves directly below the chief of the department. In the absence of the chief, the Captain may be required to act as the Chief's Designee. The captain is also responsible to fulfill the roles and responsibility of both lieutenant and firefighter in the event that he is needed.

### Duties:

- Incident Commander in the Absence of the Chief
- Oversee and Direct Company Officers
- Administer the district training program for both career and volunteer members
- File and record all fire and ems training records for the fire district
- Submits the training compliance records to the state
- Administrator of the District continuing medical education recertification program
- When needed acts as the liaison to other agencies in both operational and administrative positions
- Quality assurance/Quality Improvement of the National Fire Incident Reporting System (NFIRS) reports
- Submits all NFIRS reports to New York State
- Administer CPR recertifications
- Assists in the writing and review of district policies
- Attend meetings as a representative of the District
- Lead in the training and certification of Probationary Firefighters during their initial training

### Operational Requirements

- Have a working knowledge of data input in imagetrend
- Have a knowledge of current techniques used in the fire service to pass down in training
- Have Knowledge in the NYS continuing medical education program
- Have the ability to communicate effectively verbally and in writing
- Have a knowledge of all policies and procedures of the fire district
- Have a Working Knowledge of the NFIRS reporting system
- All Requirements of lieutenants and Firefighters

### Minimum Requirements

- Fire Officer 2 (Preferably Pro-Board certification)
- Fire Service Instructor 2 (Preferably Pro-Board)
- State authorization to instruct Firefighter 1 and Pump operator (or state equivalents)
- CPR Instructor
- All Requirements needed for Lieutenant and Firefighter

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_

## ARTICLE 10 – TRAINING AND EDUCATION

### Section 1

The Board of Commissioners shall provide all Firefighters and Officers with training as provided for in Article 6-C of the Executive Law of the State of New York. Firefighters or Officers shall not receive any additional compensation for any portion of this required training that takes place while on duty.

### Section 2

All Firefighters and Officers hired on or after January 1, 1990 are required to maintain minimum certification in CPR and New York State EMT- Basic. EMT- Basic is defined as the current EMT- Basic certification or equivalent certification consistent with the current New York State certification for the Fairview Fire District Ambulance.

### Section 3

- A. Attendance at any District approved classes of one day or longer held outside of Dutchess County that will require an overnight stay, will be compensated at the rate of eight hours per day with no additional compensation for travel time. In the event that one of the days of training overlaps with an employee's normal shift, they will not receive any additional compensation for that day. Furthermore, the employee will not have deductions from the accrued daily compensations as outlined above to make up hours from a regularly scheduled shift that occurs during the class. If travel time to training overlaps with a member's regularly scheduled shift, the shift will be filled with relief time, and the member will not be charged benefit time. The only exception will be newly hired Firefighters attending mandatory Basic Firefighter Training.
- B. For attendance at any District approved classes that do not require an overnight stay, the Firefighter/Officer will be compensated for class hours attended plus round-trip travel time from firehouse.
- C. If a firefighter or officer attends training that overlaps their regularly scheduled shift, the duration of the overlap plus round-trip travel time will be filled with relief time, and the member will not be charged benefit time.

D. In addition to compensation for the firefighter/officer, the District will pay for all costs for the class, provide necessary equipment, and lodging. If a staff vehicle is not available, the District will also provide round trip transportation and toll reimbursement for the use of the members private vehicle. Mileage reimbursement will be the current rate in effect according to the District guidelines. For classes requiring an overnight stay and not including meals, the District will reimburse the firefighter/officer up to \$60/day, upon receiving receipts from the member.

**Section 4**

- A. Fire Fighters/Officers shall receive compensation for training or testing required to achieve or maintain EMT-Basic certification once per certification cycle, unless said training or testing is required due to a failure of the fire fighter/officer in a course paid for by the District.
- B. During the period that a Fire Fighter/Officer is without CPR or EMT-Basic certification, the Fire Fighter/Officer will be placed on probation for a period of one year or until he/she successfully certifies. If he/she has not successfully certified within one year of losing certification, employment will be terminated.
- C. During the period that a Fire Fighter/Officer is without EMT-Basic certification, he/she will not receive the EMT Basic stipend in his/her salary.
- D. During the period that a Fire Fighters/Officers is without the CPR and EMT-Basic certifications the District will be allowed to revise the employee's work cycles as needed to maintain the proper number of certified employees on each shift.

**Section 5**

A. The District agrees to reimburse the employee for tuition and associated fees for college level education courses in a board approved course of study (Fire Science, Emergency Management, Fire Protection Technologies, Fire and occupational safety, or other approved majors.)

B. For any program not addressed in this document, the employee will have to submit a letter to the District requesting approval to be enrolled in the courses.

C. The employee will pay for the tuition and fees initially and will be reimbursed for the total amount of the class upon successful completion of the course with a grade of "C" or higher

D. It is the employee's responsibility to submit all invoices and documentation of completion to the district.

E. The employee will be reimbursed in full within 7 days following the first Board of fire Commissioners meeting that occurs after the completion of the course

## **ARTICLE 11 - ORGANIZATIONAL RIGHTS**

### **Section 1**

Requests for time off for Union business shall be made by the Union, in writing, to the District or their designee stating the individual(s) for whom the time is requested and the purpose of the request. Approval of such request will not be unreasonably withheld for up to 60 hours for each year of the contract period. The maximum time in the book at any time shall be 60 hours times the length of the contract in years (I.E. 300 hours for a 5-year contract, 180 hours for a 3-year contract) and may be used at any time during the contract period. Requests for additional Union business time, if any, shall be granted or denied at the sole and exclusive discretion of the Board of Commissioners.

### **Section 2**

All directives and official notices shall be in writing and signed. A copy will be posted and provided to the Union Representative.

### **Section 3**

There shall be no discrimination, interference, restraint or coercion by the employer against any employee for his/her activity on behalf of or membership in the Union.

### **Section 4**

This agreement and any future agreement shall be reproduced and supplied to each employee by the employer within 30 calendar days of its execution at no cost to the employee. A copy of the agreement will be supplied to each Fire Fighter or Officer newly employed by the District.

### **Section 5**

All new employees will be granted 1 hour of mandatory union orientation time. This hour will take place in the first week of employment. During this hour, the employee will meet with the union president or their designee and go over the contract, bylaws, and review any questions they might have regarding the union operations.

**Section 6**

All rights, privileges, and working conditions enjoyed by the employees on the first day of June 1, 2016 which are not included or modified by this agreement, shall remain in full force unchanged and unaffected in any manner during the term of this agreement unless changed by mutual consent. At no time will this past practice refer to incidents prior to January 1, 2012

**Section 7**

Notwithstanding any of the provisions of Article 26, the parties agree that in any grievance or arbitration which uses Article 10 Section 5 of the contract as a basis for such an action, the loser will pay all costs of the grievance and arbitration for both parties.

**ARTICLE 12 - REMUNERATION**

**Section 1**

A. Full-time Fire Fighters will be paid at the following basic pay scale and yearly percentage rate of increase.

Employees Basic Pay Salary Percentage Increase -	
Years	% of Increase
Jan 2020	2%
Jan 2021	3%
Jan 2022	5%

Hourly Wage	Pay Scales for Employees hired after July 1, 2011. Adjusted for 2015 Rate.	Pay Scales for Employees hired after June 1, 2016. Rate below are at 2015.
Steps	Base Rate (Before EMT, Special Positions, Rank)	Base Rate (Before EMT, Special Positions, Rank)
Fire Academy Salary	819.98 Weekly	819.98 Weekly
Starting (Hourly Wage)	19.52	19.52
Probation	20.18	20.18
After 1st Year	22.68	22.68
After 2nd Year	29.28	24.05
After 3rd Year	29.76	25.42
After 4th Year	30.25	26.80
After 5th Year	31.84	29.25
After 6th Year	32.18	31.32
After 7th Year	32.70	32.70

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_



A one-time flat rate/per employee benefit of \$400 will be distributed in a separate check within two weeks of the date of signing of this contract

- A. Full-time Fire Lieutenant will have a base salary of 13% more than the "After Seventh Year" Fire Fighter base salary.
  
- B. Full-time Fire Captain will have a base salary of 19% more than the "After Seventh Year" Fire Fighter base salary. The Full-time Fire Captain will also be the Municipal Training Officer (MTO).

**Section 2**

- A. An annual longevity bonus will be paid after completion of service for each of the following years:
  - 6 YRS of service = \$ 600.00
  - 9 YRS of service = \$1,000.00
  - 13 YRS of service = \$2,000.00
  - 17 YRS of service = \$3,000.00
  - 21 YRS of service = \$4,000.00
  - 25 YRS of service = \$5,000.00
  - 30 YRS of service = \$6,000.00
  
- B. Fire Fighters or Officers will receive 6% of base salary premium as long as they maintain current EMT- Basic, or equivalent certification. This percentage is to be calculated on the Hourly Wage shown above.

**Section 3**

The following special pay provisions shall apply.

- A. Fire Fighter or Officers who work more than 212 hours in a 28-day period shall be paid at their overtime at rate for all hours in excess of the 212 hours. Hours that the employee works during this 28-day period, for which overtime is paid under other sections of the contract, will not be counted toward the above 212 hours. Payment for overtime due from this section will be paid within one week.
  
- B. A Fire Fighter or Officer who works scheduled relief time shall be paid at their straight time rate.
  
- C. A Fire Fighter or Officer who works emergency relief time shall be paid at their overtime rate.

- D. A Fire Fighter or Officer who works hold over time shall be paid at their regular rate of pay with minimum payment in blocks of one hour for any time spent over the previous paid block. If the hold over exceeds 1 hour, hold over time will convert to call back time and be covered by the call back time rules.
- E. The District will establish a standing order (Order #5) outlining emergency call back response requirements for different standard conditions. This order is subject to review and revision by the District as conditions dictate.
- F. The Chief, Deputy Chief, or Officer in Charge shall have the authority to call back Fire Fighters/Officers for all or any emergencies. The Fire Fighters/Officers must sign the appropriate time book.
- G. Compensation for the call back shall be:
  - 1. Pre-start time: at the overtime rate for the actual time (rounded to the nearest one half-hour) from the call back to their scheduled start time.
  - 2. Call back other than Pre-start time: at the overtime rate for a minimum of two hours.
- H. No individual Fire Fighter or Officer will schedule to work more than forty-eight (48) consecutive hours without at least a ten- (10) hour break.
- I. Any Officer, working relief time as a Fire Fighter, shall be paid at his/her salary including the Officer premium.
- J. Drills and training shall be paid at straight time unless otherwise eligible for time and one half under the provisions of this agreement.
- K. Special Position pay provisions: (See Article 13 for Job Descriptions).
  - 1. The Public Education Coordinator will Receive a bonus of 4% over base per hour Percentage will be increased with additional training as prescribed in Article 13, Part A Section 2 according to the scale below

Course	Percentage
NYS Building Codes Courses	+3%
CPR Instructor	+2%
Child Safety Seat Tech.	+2%

The Assistant Public Education Coordinator will receive a bonus of 3% over base per hour. Percentage will be increased with additional training as prescribed in Article 13, Part A, Section 2 according to the scale below.

Course	Percentage
NYS Building Codes Courses	+2%
CPR Instructor	+1%
Child Safety Seat Tech.	+1%

2. The Preventative Maintenance Coordinator will receive a bonus of 5% over base per hour.

3. Quartermaster, upon completion of training as prescribed by the Chief/ MTO, will receive a bonus of 5%.

A. Any changes in salary/bonus will take place the first pay period immediately after the execution of this agreement.

4. SCBA & Air Meter Coordinator will receive a bonus of 5% over base per hour. Upon completion SCBA Maintenance Certification provided by the District

A. Any changes in salary/bonus will take place the first pay period immediately after the execution of this agreement.

L. Actual salary will be calculated as follows:

**Regular Time Pay**

1. Base pay from the schedule above {42 hours/week}
2. + EMT-Basic, or equivalent bonus
3. + Officer or Special Position bonus

**Overtime Pay**

1. One and one half from the schedule above

M. New York State Deferred Compensation Plan

1. The District agrees to continue the practice of providing the New York State Deferred Compensation Plan (NYSDCP) at no administration cost to the employee.
2. Firefighter/Officers shall be eligible to participate in the NYSDCP. The NYSDCP is subject to the provisions of Section 457 of the Internal Revenue Code. The plan is a voluntary retirement savings program. Participation in the plan is subject to the terms and conditions of the plan, as the same may change from time to time.

3. The District will shall not be obligated to contribute to the plan on behalf of any employees for any reason. The District shall not be obligated to provide its own alternative IRC Section 457 Plan in the event that the NYSDCP is discontinued or becomes unavailable to the District employees.

N. Secondary Employment

1. It is acknowledged by both the District and Union that employees may engage in secondary employment. No employee will engage in secondary employment while on sick leave, workers compensation, or receiving compensation under General Municipal Law 207-a.

## **ARTICLE 13 - HIRING/PROMOTION**

- A. All newly hired or promoted Fire Fighters will be required to obtain the required New York State Basic Firefighter Training, CPR, and New York State EMT-Basic, or equivalent certification, during the Probationary period (1 year). Failure to obtain and maintain these certifications will make the person ineligible for permanent appointment. After three (3) months of service and receipt of these certifications, passing the CPAT Test, and being assigned to a regularly scheduled position, the employee will advance from starting to probationary pay schedule.
- B. Passing the CPAT Test will be as per District Policy. This policy will be submitted to the Union for review.
- C. All newly hired or promoted Fire Fighters will provide a valid driver's license in New York State.
  - a. During the period that a Fire Fighter/Officer is without a valid driver's license, the Fire Fighter/Officer will be placed on probation for a period of six (6) months or until he/she successfully secures a valid license to drive while on duty. If the Fire Fighter/Officer does not produce such a license in the six (6) month period, employment will be terminated. During the period that a Fire Fighters/Officers is without a driver's license the District will be allowed to revise the employee's work cycles as needed to maintain the proper number of certified employees on each shift.

- b. The six (6) month period will be increased by the length of any documented court caused delays

## **ARTICLE 14 - SPECIAL POSITIONS**

Only permanent employees will be eligible for consideration for the following special positions. If at any time an employee holding one of these special positions, or the District become dissatisfied with the conditions outlined in this Article, either party may upon written notice to the other, withdraw from this arrangement, no reason need be indicated. The arrangement will be discontinued at an agreed date not less than (30) days after the notification.

1. All vacant special positions will be filled within 90 days.
2. Firefighters holding any special position cannot hold another special position or rank.
3. All special positions will provide monthly reports to the District Chief.

### **A. PUBLIC EDUCATION COORDINATOR**

To improve public awareness and knowledge, the District will additionally compensate up to 2 and no more than two Fire Fighters to act as Public Education Coordinator and Assistant Public Education Coordinator.

#### **Section 1 - Responsibilities/ Schedule**

- A. Prepares and conducts a comprehensive fire prevention and life safety education program in school classrooms.
- B. Prepares and presents fire prevention and life safety programs to civic groups and social organizations; researches material, designs handout materials and visual aids.
- C. Purchases all materials used for public education; ensuring educational content of all publications is of the highest quality and reflects current data.
- D. Maintains all aspects of the Child Passenger Safety Seat and Bicycle Safety Programs; including inventory and all associated paperwork.
- E. Researches and compiles data to determine the needs of life safety programs for various target groups; develops programs as needed.

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- F. Acts as liaison for the department in the community; develops and maintains relationships with other departments, citizens, and organizations.
- G. Prepares necessary reports pertaining to fire education activities; maintains statistical data.
- H. Schedules and coordinates fire station tours by the public, school groups, and youth organizations; coordinates the presentations, standbys and demonstrations by department personnel.
- I. Coordinates department sponsored activities during Fire Prevention Week; prepares station tours, presentations, poster contests, etc.
- J. Coordinates public relations and educational events and activities.
- K. Prepares fire prevention and safety brochures, as required; submits safety related articles to fire districts blog.
- L. Conducts seminars and gives effective presentations concerning fire prevention and safety.
- M. Reviews all building plans received by the Towns of Poughkeepsie and Hyde Park and makes Fire District comments as requested by the planning boards.
- N. Performs work safely in accordance with departmental safety procedures.
- O. Through the direction of the Chief of the Department, performs duties associated with the Public Information Officer.
- P. Organizes and maintains an up-to-date list of commercial and residential lock boxes and establishes a key verification program.

**B. PREVENTATIVE MAINTENANCE COORDINATOR/MECHANIC**

In exchange for a Preventative Maintenance Program for all District Apparatus and equipment, the District will additionally compensate no more than 1 full-time Fire Fighter to act as Preventative Maintenance Coordinator/Mechanic.

**Section 1 - Responsibilities**

- A. Places each vehicle in the District fleet on a maintenance schedule which shall include semi-annual oil changes, greasing, etc.
- B. Scheduling and/or performing minor maintenance issues including, but not limited to, light bulb changes and minor mechanical adjustments that will require a limited or no out of service time for the vehicle requiring adjustment.
- C. Notifies district members of planned or scheduled maintenance on vehicles, and appraises district members when a vehicle goes out of service for repairs/maintenance and notifies members when the vehicle has returned to service.
- D. Schedules regular maintenance of district vehicles as well as coordinates all urgent, unscheduled repairs which will require any vehicle to be taken out of service with a list of District-approved outside vendors, repair centers, mechanics, etc.
- E. Shuttles vehicles to repair centers or coordinates same with other members of the District as needed.
- F. Tracks costs associated with maintenance of and repairs to the District fleet, and maintains clear, concise records of same.
- G. Prepares regular reports to the District Chief detailing such items as repairs that have been performed, upcoming scheduled maintenance and/or repairs, the anticipated length of time vehicles will be out of service, etc.
- H. Performs or schedules with a list of District-approved outside vendors or repair centers maintenance of and minor repairs to power tools and small engines, including but not limited to: saws, trash pumps, portable generators, and hydraulic rescue equipment.
- I. Notifies the on-duty officer or firefighter in-charge of the current shift of any and all vehicles and equipment taken out of service and the reason for same, and notifies all members via email or other approved means of the same.
- J. Logs out of service equipment and/or vehicle into the computerized daily log.

- K. Prepares and submits to the District Chief a preliminary schedule of maintenance of vehicles and equipment.
- L. Tracks costs associated with maintenance of and repairs to small engines, power tools, etc, and maintains clear, concise records of same.
- M. Orders and maintains a cache of spare parts needed for on-site repairs to and maintenance of small engines and District vehicles and maintains an up-to-date inventory of same.
- N. Coordinates annual fire apparatus pump testing and aerial ladder inspection and testing and maintains records of each.

**C. QUARTERMASTER**

To enhance the maintenance and control of inventory the District will compensate no more than one firefighter to act as Quartermaster.

**Section 1 - Responsibilities**

- A. Maintains inventory and maintenance records for specified District equipment, such as: personal protective equipment (PPE), structural firefighting boots/gloves/hoods, EMS coats, radios and radio straps, pagers, and structural firefighting helmets, etc.
- B. Maintains records of items detailing which members to whom items are issued, the items' expiration date if any, and the date(s) the items are returned to the District in the event the member separates service with the District.
- C. Maintains an up-to-date list of inventory and performs an annual inventory of District equipment.
- D. Orders supplies (including EMS supplies), equipment, PPE and spare parts from a list of District-approved outside vendors, suppliers, websites, etc, as needed and/or directed by the District Chief.



- E. Prepares monthly reports to the District Chief including available inventory, those items in need of replacement or new equipment/gear needed, anticipated costs associated with replacement or purchase of equipment/gear, etc.
- F. To enhance the maintenance and control of inventory of firefighting and EMS equipment and gear, the District will compensate one (1) firefighter to act as Quartermaster.

**D. SCBA & AIR METER COORDINATOR**

To enhance the inventory, maintenance and safety of District Self-Contained Breathing Apparatus and air monitoring equipment the District will compensate one (1) firefighter to act as SCBA and Air Meter Coordinator.

**Section 1 - Responsibilities**

- A. Maintains inventory and maintenance records for all District self-contained breathing apparatus (SCBA) equipment, SCBA compressor and/or cascade system, spare parts and supplies.
- B. Performs preventative maintenance, testing and other needed repairs of all SCBA equipment, or schedules such repairs, testing or maintenance with an approved vendor or the SCBA manufacturer.
- C. Performs and maintains records for annual respiratory fit testing for District members.
- D. Performs and/or schedules preventative maintenance, testing of or other needed repairs to any District-owned fit testing equipment.
- E. Maintains inventory and maintenance records for all District air monitoring equipment; including but not limited to carbon monoxide meters, Q-rae meters, Scout meters.
- F. Performs and/or schedules regular preventative maintenance, testing and other needed repairs to air monitoring equipment.

G. Notifies District staff in the event any SCBA and/or air monitoring equipment is taken out of service or returned to service, and likewise receives timely notification from other District staff when equipment is taken out of service by anyone other than the SCBA & Air Meter Coordinator.

H. Orders supplies spare and/or replacement parts from a list of District-approved outside vendors, suppliers, websites, etc as needed or directed by the District Chief.

## Section 2

Time spent performing repairs/preventative maintenance work in addition to the normal work schedule will be paid at straight time, with the reason for the repair/maintenance noted in the pay book.

Time spent performing emergency repair will be paid at the overtime rate for actual time needed to perform the repair, with the reason for the repair noted in the pay book.

# ARTICLE 15 - SENIORITY

## Section 1

Seniority shall be defined as the length of service from the first day of pay status for a full-time Firefighter with the Fairview Fire District. In the event that more Firefighters/Officer request the same vacation time off than can be reasonably spared for operating reasons, then time will be granted in order of request instead of seniority.

## Section 2

- A. In the event that the District has a reduction of work force:
1. Fire Fighters with the lowest seniority will be laid off first.
  2. Officers with the least amount of time as an officer will be laid off first. In the event more than one officer has the same time since appointment, the employee with the lowest seniority will be laid off first. Laid off Officers will have retreatment rights to the last permanently held position
- B. Employees who have been laid off shall be recalled in order of seniority. No new employees shall be hired until all laid off employees have been given an opportunity to return to work.

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_

## ARTICLE 16 - VACATION

### Section 1

- A. All full-time Fire Fighters/Officers will earn vacation time at the rate of 21 hours per month. No vacation time can be used until the end of the first 6 months of continuous employment, thereafter; vacation being earned during the current month will be available for use after the 15th day of the current month.
- B. An additional hour per month will be added to the rate after completing five (5) years, ten (10) years, and fifteen (15) years of employment.
- C. An additional two hours per month will be added to the rate after completing twenty (20) years and twenty-five (25) years of employment.  
Vacation time must be used in minimum blocks of 3 hours plus additional minimum blocks of 1 hour.

### Section 2

- A. All full-time Fire Fighters hired after June 1<sup>st</sup> 2016 will earn vacation time at the rate of 16 hours per month. No vacation time can be used until the end of the first 6 months of continuous employment, thereafter; vacation being earned during the current month will be available for use after the 15th day of the current month.
- B. An additional two (2) hours per month will be added to the rate after completing five (5) years, and ten (10) years of employment.
- C. An additional four (4) hours per month will be added to the rate after completing fifteen (15) years of employment.
- D. An additional two hours per month will be added to the rate after completing twenty (20) years and twenty-five (25) years of employment.

### Section 3

Fire Fighters/Officers will not earn the Vacation hours if they have been out of work as follows:

1. Continuously for 30 calendar days on workmen's compensation.
2. Continuously for 30 calendar days on sick leave.
3. Continuously for 10 calendar days on suspension.

**Section 4**

A. All full-time Fire Fighters/Officers may have a maximum of 420 hours vacation time on the books at any given time. A maximum of 420 hours vacation time will be paid for Permanent Employees only:

1. Upon retirement.
2. As a death benefit.
3. Upon resignation after (20) years of service. (Payable in six equal monthly payments.)
4. Upon dismissal subject to provision of law, unless the dismissal is for cause.

Payment shall be based on straight time rate.

**ARTICLE 17 - HOLIDAYS**

**Section 1**

A. All full-time Fire Fighters/Officers shall receive the following twelve days (144 hours) that will be recognized as paid holidays:

New Years (Jan. 1)	Columbus Day (observed)
President's Day	Veterans Day (Nov. 11)
Easter Sunday (observed)	Thanksgiving (observed)
Memorial Day (observed)	Christmas (Dec. 25)
Independence Day (July 4)	Election Day (observed)
Labor Day (observed)	Martin Luther King Day observed)

B. These holidays are only earned by those full-time Fire Fighters/Officers that were working or on vacation during the period when the holiday falls. Fire Fighters will not earn the Holiday if they have been out of work as follows:

1. Continuously for 30 calendar days on workmen's compensation.
2. Continuously for 30 calendar days on sick leave.
3. Continuously for 10 calendar days on suspension.

C. Holiday time must be used in minimum blocks of 3 hours plus additional minimum blocks of 1 hour.

**Section 2**

A. A maximum of 144 hours of holiday pay will be paid for Permanent Employees only:

1. Upon retirement.
2. As a death benefit.
3. Upon resignation after (20) years of service. Payable in six equal monthly payments)
4. Upon dismissal subject to provisions of law, unless the dismissal is for cause.

Payment shall be based on straight time rate. (Article 11, Section 3, L.)

B. All full-time Fire Fighters/Officers who work on a holiday may elect to be paid, at straight time, for that holiday or he/she may elect compensatory time off for such holidays.

C. All full-time Fire Fighters/Officers who are entitled to holiday compensatory time off may elect to be paid, for a maximum of 144 hours in one calendar year, provided the election(s) to be paid is made, in writing, by or before the close of the first pay period in March, June, September and/or December.

D. Effective 1/1/10 No full-time Fire Fighters/Officers will be allowed to have over 144 hours "on the book" at any time.

E. If notice is received timely by the District, in writing, of a Fire Fighter's/Officer's request for payment pursuant to this section, the payment will be included in the pay check for the second pay period in the month(s) of March, June, September and/or December as the case may be submitted.

## **ARTICLE 18 - PERSONAL LEAVE AND MUTUAL WORK SHIFTS**

### **Section 1**

Full-time Fire Fighters/Officers shall receive personal leave time, according to the following schedule, based on their original employment date and each succeeding anniversary date. Unused personal time will be paid at the straight time rate with in two weeks of the anniversary date.

On the first day of employment, 36 hours.

After one year of employment, 48 hours.

After two years of employment, 60 hours.

### **Section 2**

The Board of Fire Commissioners recognizes that the mutually agreed swapping of assigned work shifts provides certain flexibility for the employees; however, this practice has an adverse effect on the Board's ability to properly discharge their required duties. If employees feel it is necessary to swap their scheduled work shift with another employee, the swap must be approved by the Chief 48 hours prior to the day of the proposed shift. If the Chief is not on duty in the prescribed 48 hours' time period, the district officer on duty can approve the swap and turn over to the District office a notice of the approval. If an employee requires less than a shift off, and he/she has made arrangements for another employee to fill in for him, a written notice of this swap must be sent to the Chief prior to the end of the shift in question.

## **ARTICLE 19 - SICK LEAVE**

### **Section 1**

All full-time Fire Fighters/Officers shall accumulate monthly, sick leave at the rate of 12 hours per month. Sick leave being earned during the current month will be available for use after the 15th day of the current month.

Fire Fighters will not earn the sick leave if they have been out of work as follows:

1. Continuously for 30 calendar days on workmen's compensation.
2. Continuously for 30 calendar days on sick leave.
3. Continuously for 10 calendar days on suspension.

Sick leave may accumulate up to and including 2400 hours. All permanent, full-time employees will be entitled to payment for one-half accumulated unused sick leave at the following event:

1. As a death benefit
2. Upon resignation after Twenty (20) years of service. payable in six equal monthly payments)
3. Upon dismissal subject to provisions of law, unless the dismissal is for cause.
4. Such benefit is computed on the basis of the straight time rate of the salary schedule in existence at the time (Article 11, Section 3, M.)

Upon retirement will be entitled to payment for one third of the accumulated sick leave not applied toward retirement credit as outlined in 341-J of the retirement plan (165 days X 8 Hours = 1320 Hours)

1. If the employee does not choose the 341-j option the employee, the employee may elect to the following option for sick time buy back at retirement with the following notice to the district;
  - a) 85% = 14 months
  - b) 75% = 9 months to 1 year
  - c) 66% = 4-9 months
  - d) 50% = 0-4 months

2. The purpose of the 85% one (1) year retirement notice, is to give an incentive to the employee, so that the District could have reasonable and accurate time to plan, hire a replacement and budget for retirement. The 1-year retirement notice shall not exceed 14 months. At 14 months the request becomes invalid and cannot be resubmitted for an additional 3 months.

Exception - Prior to the notice's expiration and under mutually agreeable circumstances, the Board may allow the employee submitting the request to extend their retirement date in three-month increments. At the end of the three-month extension, the Board will determine if the requesting employee's circumstances are just to continue in three-month increments or if the employee will be required to resubmit a letter of intent and restart the process over again as outlined in this section.

Employees, who have submitted their 1-year retirement notice prior to the signing of this contract, will be given a maximum of 1 year to submit a date of retirement to receive the 85% option for sick time buy back. Should said employee choose not to retire within the year following the signing of this contract, they will be subject to this clause.

Exception - Unless a mutually agreeable circumstance arises, then said employee will benefit from the exception outlined above.

**Section 2**

Once the firefighter/officer becomes eligible for retirement, he/she shall automatically be granted 85% of their sick time for buy back if they become ill or injured such that they will not be able to return to duty, regardless of whether the illness/injury occurred on or off duty.

All full-time Fire Fighters/Officers may accrue more than 2400 hours of sick leave, however; these days will only apply towards sick leave. Any sick leave in excess of 2400 hours will be paid at the end of the fiscal year (the last pay period in December) at the employee's straight time rate. (Fiscal year runs from January 1 to December 31).

**Section 3**

Full-time Fire Fighters/Officers shall accumulate sick leave from the first day of employment and shall continue to do so as long as they are employed.

**Section 4**

The District may require a doctor's examination at its sole cost and expense.

**Section 5**

Whenever an employee is out on sick leave for more than four(4) consecutive shifts(48 hours), he/she must supply a doctor's verification of his/her illness and before he/she returns to work supply a doctor's verification that he/she is able to return to work at his/her sole cost and expense.

**Section 6**

An employee may be allowed to use accumulated sick time in the event of illness to an employee's immediate family member up to a maximum of (12) shifts in any one calendar year. For the purposes of this provision, an immediate family member shall be defined as a spouse, or a dependent living in the employee's home.



## ARTICLE 20 - UNIFORM ALLOWANCE AND STANDARDS

### Section 1

- A) The district agrees to provide to all fire fighters and officers an annual allowance of \$300 for the purchase and maintenance of uniforms. This will be paid out on the second pay period in the month of April. Employees hired in midyear will receive the allowance upon graduating the fire academy.
- B) Any employee out on workers compensation or 207A leave for one year prior to issue of uniform allowance will not receive allowance until they return to duty.
- C) Prior to beginning work, all new hires will have an initial supply of uniform items issued by the District as follows: 2 job shirts, 2 long sleeve uniform shirts, 4 short sleeve uniform shirts, 1 polo shirt, 6 trousers, 6 t-shirts, 1 winter hat, and 1 ball cap.
- D) The District agrees to set up an online and/or local store with a uniform clothing supplier for the purchase of uniforms for all firefighters / officers. This store will include uniform shirts, uniform pants, uniform shorts, t-shirts, bell caps, winter and summer hats, ties, socks, station boots, job shirts, parade gloves, mock turtle necks, physical fitness shoes and attire, and replacement items that were a one-time purchase by the District as outlined in this article. All items will include any required stitching, embroidery, or other markings.
- E) Firefighters will be able to purchase up to \$500 of uniform attire during a year at the District's expense. Fire officers will be able to purchase up to \$600 of uniform attire during a year at the District's expense. This will reset every year on January 1<sup>st</sup>. Any unused portion will not be carried to the following year. Firefighters and officers may purchase additional items through this store beyond this limit at their own expense. New hires will become eligible to use this store after completing 1 year of service.
- F) Employees will be responsible for purchasing and maintaining their uniforms. This will be accomplished through the District store and uniform allowance. Any further required items or maintenance will be at the employee's expense.
- G) The District and Union agree that it is mutually beneficial to allow members to purchase personal equipment at their own expense. The District further agrees to establish a policy of repairing or replacing any personal gear damaged in the performance of a member's duty at the Fairview Fire District. The District will limit its liability to a maximum of \$230 per occurrence.
- H) Uniform articles that become soiled with blood borne pathogens or other contaminants will be decontaminated and cleaned with district supplied detergent and equipment.

- I) At the employee's discretion the employee may purchase and maintain any district approved articles. The employee will be allowed to purchase these items through the district's supplier at the district's unit price.

## Section 2

- A) The District will purchase, pay for, and maintain (replace as needed) the following:
- a) Firefighting turnout gear including bunker pants, bunker coat, fire boots, gloves, firefighting hood, fire helmet, and corrective lenses used in SCBA Masks (if needed)
  - b) EMS coat
  - c) As a one-time purchase for new employees or current employees changing rank due to promotion; 2 sets of collar brass, 2 shirt badges, 1 hat badge, and 1 nameplate
- B) Department shoulder patches and badge patches will be provided by the District on an as-needed basis.
- C) The District will provide for the employee a winter coat on a one-time basis within the first 90 days of employment; after completing 1 year of service the coat will become the property of the employee. The employee is expected to maintain and replace this coat as needed.
- D) The District will provide for the new employee or current employee changing rank due to promotion a Class A uniform on a one-time basis; after completing 1 year of service the Class A uniform will become the property of the employee. The employee is expected to maintain and replace this uniform as needed.

## Section 3

A number of choices for uniform will be made available to all employees, described as follows:

- A) There will be a summer and winter uniform. The summer uniform will begin on April 1<sup>st</sup>; the winter uniform will begin on October 1<sup>st</sup>. The lieutenant or acting officer on duty may authorize out-of-season uniform attire if weather meets summer standards.
- B) Uniform shirts and pants will be made of either Nomex or a 50/50 poly/cotton blend. T-shirts, shoes, socks, belts, and other accessories will be generic with best effort to standardize and match styles, colors, etc.
- C) Class A Uniform:
- Officers:**
- a) White long or short sleeve uniform shirt with shoulder epaulettes and 5 military creases sewn or permanent.
  - b) Dark navy double breasted parade style coat with 4 silver FD buttons. Sleeves will have 3 silver FD buttons on each by cuff and silver cuff stripes indicating rank.

- c) White bell cap, black brim, silver band with silver pins, and round silver hat badge with horns in middle.
- d) Two officer's badges; one for the shirt and one for the coat. Badges will be silver with silver horn(s) indicating rank facing down. Engraved in black will be "Fairview" on top, "Fire Dist." on bottom
- e) Silver collar brass, round with bugle(s) facing down on both the shirt and coat.

**Firefighters:**

- a) Light blue long or short sleeve uniform shirt with shoulder epaulettes and 5 military creases, sewn or permanent.
- b) Dark navy single breasted parade style coat with 4 silver FD buttons. Sleeves will have 3 silver FD buttons on each by cuff.
- c) Dark navy bell cap, black brim, black plastic band with silver pins, silver firefighter Maltese cross hat badge with silver badge number in middle, and engraved in black will be "Fairview" on top and "Fire Dist." on bottom.
- d) Two firefighter badges; one for the shirt and one for the coat. Badges will be silver, silver badge number in the center, engraved in black will be "Fairview" on top and "Fire Dist." on bottom.

**All employees:**

- a) Black clip on tie
  - b) Dark navy parade style uniform pants
  - c) Black leather shoes
  - d) Black socks
  - e) Fairview Fire District approved patches on the left shoulder of shirts and coat
  - f) Silver name tag for shirt with black engraved lettering, rank on top, last name on bottom, capital letters.
  - g) White parade gloves to be worn as optional for special details
- D) For the purpose of this contract, Officers will wear White (uniform) or gray (polos) with blue text and firefighters will wear navy blue with red text

**E) Class B Uniform (Winter)**

- a) Short or long sleeve uniform shirt with shoulder epaulettes and 5 military creases sewn or permanent.
- b) Polo shirt may be worn in place of uniform shirt.
- c) Name patch sewn above the pocket tops with last name over the right side and Fairview F.D. on the left side and all will be in capital letters.
- d) Officers will have their rank in front of the last name and both collars will have sewn dark gray hash bar patches signifying rank and will be sewn at same angle as the collar end seam.

- e) A blank crew neck t-shirt, or one bearing a department or union logo will be worn under all button up style shirts.
- f) Mock turtleneck shirts with only "FFD" sewn in on the left side of the collar may be worn with button up style shirts.

**All members:**

- a) District patch on left shoulder of uniform shirts, polo shirts, and job shirts.
  - b) Dark navy pants straight leg for officers and straight leg or BDU style for firefighters.
  - c) Black belt.
  - d) Black socks
  - e) Black safety boots, 5" min, 8" max, or black safety shoes, both of which will include safety toe
  - f) Members may wear a dark navy ¼ zip or full zip job shirt, with or without denim collars and elbows over other shirts. The same items that are on uniform shirts will be on job shirts. The Job Shirts will have a Maltese cross design with the employee's badge number in the center of the design in place of the Fairview F.D. Embroidery and all stitching will be done in red.
- F) Dark navy cap, fitted or adjustable, with "Fairview Fire Dist" in white, red under lay on the front, capital block letters, and employee badge number on the back with same stitching configuration may be worn. In addition, a dark navy winter knit hat may be worn with the embroidered letters "FFD" in the same color configuration.
- G) Class B - Summer
- a) All provisions of the Class B winter uniform, as defined in section D, will apply unless exception is noted below.
  - b) FFD uniform polo shirts may be worn by firefighters in place of button-down shirts.
  - c) Employees may opt to wear uniform shorts, navy blue in color. Lieutenants will wear straight leg style and firefighter will wear BDU style. Captains will not be permitted to wear shorts. Employee's may not wear shorts if they have any open wounds on their legs.
  - d) Black shoes or boots will not exceed 6" in height when wearing shorts.
  - e) Employees will keep uniform trousers and shirts in their lockers at all times, and will don them at the direction of the duty officer or chief when needed for the following instances:
    - i. Public education and fire prevention details
    - ii. Parades
    - iii. Scheduled standby events (i.e. concerts, graduations)

- f) Employees will discontinue use of faded or worn uniform attire.
- g) T-shirts may be substituted for polo shirts after 1700 hours and on weekends.
- H) Class C (optional) - All seasons, between 2200 and 0700, when actively doing station work details, when heat index is at least 70, or at the direction of the duty officer.
  - a) All provisions of the Class B uniform will apply. The only exception is members will not be required to wear a uniform button down or polo shirt.
- I) Firefighters and officers are permitted to wear blank or uniform t-shirts, sneakers, and sweat shorts or pants for the purpose of working out while on duty. Once workout is complete, the employee will change into the prescribed uniform of the day.
- J) Any uniform shirts, polos, or job shirts ordered under prior contracts may continue to be worn under this contract. At the expiration of this contract, members will discontinue use of these items.

#### **Section 4**

- A) Employees are expected to maintain a clean and proper appearance as they are representing the district as well as their fellow employees.
  - a) Hair length is expected to be no longer than the collar as well as neat and combed. Offensive or abnormal stenciling or hair colorings are not acceptable.
  - b) Offensive tattoos or markings are unacceptable and must be covered.
  - c) Beards are not acceptable. Mustaches must be kept trimmed neatly.
  - d) Earrings are not acceptable for employees as a matter of safety. Other types of visible piercing will not be acceptable.
  - e) Employees are expected to be in proper uniform attire at the beginning of each shift and for the duration of each shift.
  - f) Employees are expected to have extra uniform articles in their lockers at all times.
  - g) Work shoes/boots will be kept clean and polished.
  - h) Employees may wear uniform items when traveling to/from work, official department functions, and upon approval from the chief of department. At no time shall an employee in a department uniform or article bearing or referencing the department name, engage in and/or attend any activity that reflects negatively upon the employee or department.

## ARTICLE 21 - MEDICAL INSURANCE

For all employees, the District shall provide hospitalization insurance, which shall cover all full-time Fire Fighters or Officers, and their immediate family.

The District shall offer all employees The Empire Plan's Hospital and Medical Benefits Management Program (hereinafter referred to as NYSHIP).

The District will offer a secondary Medical Insurance plan to the employees. This secondary Medical Insurance will provide the employees with additional Medical insurance options at a more reasonable cost and would be financially beneficial to both the employees and the District.

The Union agrees to take on the responsibility of selecting a second option for hospitalization insurance and present it to the District in a timely manner. The District agrees to meet and sign authorization for the secondary insurance plan no later than one month prior to its required implementation date as set forth by the District's insurance carrier, provided that the plan meets premium cost and conditions as defined below.

- a. For the District to continue to offer a Medical Insurance Plan at a reasonable cost that is beneficial to both the employees and the District, the percentage difference in premium cost of NYSHIP from the present year to the following year shall be used as the limiting percentage in increased premium cost for the Secondary Medical Plan.

See NYSHIP example:

EXAMPLE			
	NYSHIP		
	2016	2017	% Increase
Single	849	919	8.3%
Family	1926	2086	8.3%

- b. The Secondary Medical Plan will apply the NYSHIP percent increase (shown above) to calculate a reasonable maximum premium cost using the single and family options of the Secondary Plan. See Secondary

Plan Example:

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_

EXAMPLE			
	Secondary Plan		
	2016	% Increase	2017
Single	563	8.3%	610
Family	1604	8.3%	1737

- c. By end of September of each year, the District shall provide the NYSHIP and Secondary Insurance premium calculated costs to the employees for the following year.
  - d. If the State were to change the NYSHIP premium numbers, after the employee has enrolled in the secondary insurance plan; then the employee is not subject to that change.
  - e. Should the Union membership select a secondary insurance plan that has a cost greater than the Calculated Cost, then the employees are responsible to pay the additional cost.
1. The Fire Fighter/Officer will contribute a percentage of the monthly cost for the employee and his/her family as outlined in the two charts below for employees and new hire. The District will pay the remaining percentage.

Contribution - Employees	
Years	% of Contribution
Jan 2020	15%
Jan 2021	14%
Jan 2022	14%

Contribution - New Hire	
Steps	% of Contribution
Fire Academy Salary	0%
Starting (Hourly Wage)	5%
Probation	5%
After 1st Year	5%
After 2nd Year	9%
After 3rd Year	12%
After 4thYear	14%
** Does not include transfers **	

Transfers: In special circumstances the Board on a one by one basis, give special consideration on percentage of insurance contribution.

2. Should the secondary plan chosen by the Union membership be a high deductible plan with a HRA option, the District agrees to fund the HRA at 100%.
3. Employees who have hospitalization coverage through their spouse's employer may elect to not take part in any of these plans. If this option is taken, the District will pay the employee the amount equal to the lowest single plan premium rate per month that the District is offering.
4. Upon retirement the District will contribute to the retiree's health insurance in any District sponsored plan offered by the District at a rate based off the below chart

Years of service	Single	Family
20	50	35
25	55	50
30	65	50

Any employee who is on the districts retirement plan at the time of the signing of this contract will be put at the 30 year contribution rate

5. Should a firefighter die in the line of duty, the District agrees to pay the full medical coverage of that employee's spouse and his/her dependents until the spouse remarry and the employee's children turn 18 years of age, as long as the insurance provider allows it.

## **ARTICLE 22 - RETIREMENT**

All full-time Fire Fighters and Officers will be enrolled in the 20 year, ½ pay, no age limit retirement plan, (as provided for in Section 384E of the New York State Policeman's and Fireman's Retirement System) at no cost to the employee. All new Fire Fighters and Officers will be enrolled in this plan unless changed by law.

Any employee who plans to file for any type of retirement must provide the District with a copy of the filing at the same time as it is submitted to the Retirement System.



## ARTICLE 23 - DENTAL INSURANCE

All full-time Fire Fighters and Officers will be enrolled in the Fairview Fire District Dental Plan at no cost to the employee. The administration of the Fairview Fire District Dental Plan will be done by Upstate Administrative Service (MVP), or equivalent, and will have the following payment schedule:

Preventive Dental Services- 100% Reasonable & Customary charges were service is rendered.

Basic Dental Services- 80% Reasonable & Customary charges were service is rendered.

Major Dental Services- 50% Reasonable & Customary charges were service is rendered.

Orthodontic Service- Up to \$1000.00 Lifetime Payment per person on plan.

\$2000.00 Benefit Per Person, Per Year for all Preventive, Basic & Major Dental Services (non-orthodontic services)

There shall be no deductible with this plan.

Upon retirement the retiree may continue enrollment in the plan at a monthly cost of \$100.00. For those who retired prior to January 1, 2016 the cost will remain at \$55.00. This fee will be paid quarterly to the District. This fee may be evaluated annually. Once coverage is terminated, there will be no re-entry into the plan.

## ARTICLE 24 - LIFE INSURANCE

All full-time and part-time Fire Fighters and Officers will be supplied with a \$60,000.00 group term life insurance policy issued by the New York State Professional Fire Fighters Life Insurance Company, or equivalent, at no cost to the employee.

## **ARTICLE 25 - JURY DUTY and COURT APPEARANCE**

- A. An employee called for and actually serving on jury duty shall be given leave of absence with pay for the duration of such service. An employee who serves more than one-half day on jury duty, including travel time from jury duty to the work location, shall not be required to report to work that day; however, if the employee serves less than one-half day, including travel time from jury duty to work location, the employee shall report for work unless, because the unusual circumstances of the case, he/she is excused from reporting by the Chief.
- B. An employee actually serving on jury duty shall provide the employer with documentary proof, from the Commissioner of Juror of his/her time actually served.
- C. No jury duty leave of absence with pay will be granted for voluntary time served on jury duty.
- D. The employer shall be entitled to a credit against wages for any payments, fees, mileage, or any other payments the employee actually receives for his/her service as a juror.
- E. An employee shall only be entitled to one term of jury duty in any 12-month period.
- F. When a Firefighter/Officer receives a subpoena or notice requiring court attendance or testimony concerning the performance of their official duties, at a time other than his/her regular scheduled tour of duty, the Firefighter/Officer will be paid at a straight time rate for time spent on court business and travel to and from the court. If the Firefighter/Officer receives a fee as a result of being subpoenaed for witness services relating to his/her official duties, the Firefighter/Officer must endorse the check and forward it to the District.

## **ARTICLE 26 - DISCIPLINE**

### **Section 1**

Discipline shall be imposed upon employees otherwise subject to the provisions of Section 75 and 76 of the Civil Service law only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall not apply to employees.

### **Section 2**

Discipline of an employee shall be imposed only for just cause. Discipline means official reprimand, fine, suspension, loss or curtailment of benefit(s), demotion or dismissal. Demotion or dismissal, based upon a lay-off or other operational judgment of the District, shall not be construed to be discipline.

### **Section 3**

Where the District imposes, or intends to impose discipline, it shall advise the employee of his/her right to have a union representative, as witness or as an advisor, during any meeting, or interrogation concerning the same.

### **Section 4**

The employee and/or Union may request, and receive a copy of any recordings of a disciplinary meeting or charges made against the employee.

### **Section 5**

Where the appointing authority or its designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, or dismissal from service or any other form of discipline, notice of such discipline shall be made in writing and served, in person or by registered or certified mail, upon the employee at his/her last known address. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a description of the alleged acts and conduct including reference to dates, times, and places. The employee shall be provided with two copies of the notice, which shall include the statement, "You are provided two copies in order that one may be given to your representative".

**Section 6**

Disciplinary procedures shall be subject to the grievance procedure set forth in ARTICLE 26 of this agreement.

**Section 7**

If the discipline of the employer seeks to impose is a dismissal from service, and if the Union opts to proceed with the filing of a grievance, such grievance may be filed at Step 3, immediately.

**ARTICLE 27 - GRIEVANCE PROCEDURE**

**Section 1**

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the terms and conditions of this agreement or any existing laws, rules, procedures, regulations, administrative orders, or work rules of the fire department, which relate to or involve Fire Fighter health or safety, physical facilities, materials or equipment furnished to the Fire Fighters, or supervision of the Fire Fighters or disciplinary proceedings against a Fire Fighter; provided, however, that such terms shall not include retirement benefits or any other matter which is otherwise revisable pursuant to law or any law or any rule or regulation having the force and effect of law.

Both parties to this agreement recognize the mutual benefit of resolving grievances at the earliest possible stage. In an effort to promote the amicable resolution of grievances, both parties further agree that each will make every attempt to resolve issues informally. The formal grievance procedure shall be as follows:

**Step 1:**

Alleged grievances must be submitted in writing to a member of the Chiefs Department within fourteen (14) calendar days after the occurrence complained of. The Chiefs Department shall have ten (10) calendar days after receipt of the grievance within which to return a written reply. The grievance shall be in a form as approved by the parties and shall contain the date the problem arose, a complete statement of the problem, and the relief requested.

**Step 2:**

In the event no answer is received within ten (10) calendar days or the answer received is unsatisfactory at Step 1, the grievant shall have ten (10) calendar days within which he/she may then submit the grievance in writing to the Chairman of the Board of Fire Commissioners. The Chairman shall have ten (10) calendar days after receipt within which to return a written reply.

**Step 3:**

In the event no answer is received within ten (10) calendar days or the answer received is unsatisfactory at Step 2, the grievant shall then have ten (10) calendar days within which to submit the grievance to binding arbitration.

The parties agree that the Public Employment Relations Board shall be the administrative agency responsible for assisting the parties in the arbitration process. The parties agree that the decision of the arbitrator shall be final and binding on each and in no event will either party have recourse to any other means of review. All just costs incurred relating to the appointment and services of the arbitrator shall be borne equally by the parties.

- B. The parties, by mutual agreement, in writing, may waive any time limit here above set forth.

**ARTICLE 28 - HOLD HARMLESS CLAUSE**

- A. Since all Fairview Fire Fighters and Officers are presumed to be subject to duty 24 hours per day, 7 days per week, any action taken in the Fairview Fire District by a Fire Fighter of the District on his/her time off, which would be appropriate if taken by a District Fire Fighter/Officer on active duty, if present or available, shall be considered official action, and Fire Fighter/Officer shall have all the right to benefits concerning such action as though he/she were then on active duty. In the event that an employee is faced with a Civil Claim arising out of an incident in the Fairview Fire District related to his/her service with the District, (except acts of willful misconduct or gross negligence) the Fairview Fire District will provide legal counsel for his/her protection and hold him harmless from any financial loss.

- B. It is not the intent of this provision to be a recall to duty for pay status.

## **ARTICLE 29 - MANAGEMENT RIGHTS**

Except as expressly limited by the provisions of this Agreement, the District retains all of the authority, rights, and responsibilities possessed by it, including, but not limited to, the right to determine, the mission, purposes, and objectives of the District; to implement the examination, selection, recruitment, hiring, or promotion of employees pursuant to law; to establish specifications for each class or position; to clarify or reclassify and to allocate or reallocate new or existing positions in accordance with Civil Service Law; and, to discipline or discharge employees in accordance with the provisions of this agreement.

## **ARTICLE 30 - NO STRIKE PROVISION**

Pursuant to Section 207 (3) of the Civil Service Law (Taylor Law) the Professional Fire Fighters' Association hereby affirms that it does not assert the right to strike against any government, to assist or to participate in any such strike, or to impose an obligation to conduct, assist, or participate in such strike.

## **ARTICLE 31 - CONTINUATION OF AGREEMENT**

In the event that a new agreement has not been negotiated by the expiration date of this agreement, this agreement shall continue in full force and effect until such time as a new agreement is executed.

## **ARTICLE 32 - MERGER CLAUSE**

It is understood and agreed by the parties hereto that this contract contains the entire agreement between the parties and all prior negotiations, statements, or representations are merged herein; and the parties acknowledge each to the other that they have not made or relied upon any other representations, statements, or agreements except as specifically set forth herein. It is agreed by the parties herein that all rights, privileges, and benefits contained in all prior and present contracts shall be carried forward without diminishment except as the same may have been previously or herein specifically modified or rescinded.

### **ARTICLE 33 - SAVING CLAUSE**

If any part or any provision of this agreement shall be rendered or declared illegal or unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or provision of this agreement shall not invalidate the remaining provisions thereof, it being understood that the remaining parts or provisions shall remain in full force and effect.

### **ARTICLE 34 - CHANGE, WAIVER OR TERMINATION**

It is understood and agreed by the parties hereto that no understanding or agreement purporting to change, modify, waive or terminate any and all of the terms and conditions of this agreement, and no understanding or agreement, which, if executed, would in fact change, modify, waive or terminate any and/or all of the terms and provisions of this agreement, is binding as between the District and the Fire Fighters, unless an understanding or agreement is in writing and signed by a duly authorized representative of the District and a duly authorized official of the Fire Fighters.

### **ARTICLE 35 - LEGISLATIVE CLAUSE**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

FAIRVIEW FIRE DISTRICT  
BY:

FAIRVIEW FIRE FIGHTERS  
BY:

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_

## **ARTICLE 36 - Administration of Section 207a of the General Municipal Law**

### **Section 1. INTENT**

This procedure is intended to implement the express language of Section 207a of the General Municipal Law and is not intended to reduce any benefits that firefighters/officers (hereinafter "firefighter") are entitled to pursuant to Section 207a of the General Municipal Law.

For the purpose of this Article, "day" shall mean Monday through Friday excluding any holiday and/or when the fire department business office is closed for regular business.

### **Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT**

- a. A firefighter or anyone acting on his/her behalf, who claims a right to benefits under Section 207a of the General Municipal Law either because of a new illness or injury or the recurrence of a prior illness or injury shall make written notice and application for those benefits within twenty-four hours (24) of the incident giving rise to his/her injury/illness or within ten [10] days of when the firefighter reasonably should have known that the illness or injury would give rise to the claim of entitlement to 207a benefits. The written notice and application shall be presented to the District or the Districts designee on the form which is made a part of this procedure (See Appendix "A" - Form 1). In case of a claim of recurrence, the Firefighter must indicate the date of the original injury.
- b. The firefighter shall provide a HIPAA Complaint medical authorization for the District to obtain copies of his/her relevant medical records from his/her treating physician or other health care provider. (Appendix "A" - Form 2). The District will provide the firefighter without cost to the firefighter, a copy of the records and reports provided to the District pursuant to the authorization as well as any records or reports by physicians, health care providers, or other experts who examine the firefighter on behalf of the District. The medical authorization shall contain a confidentiality statement prohibiting the use or release of the firefighter's medical records except for purposes authorized by this Procedure including any hearing conducted pursuant to Section 7

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_



- c. The firefighter or his/her representative shall also fill out a report notifying the New York State Retirement System of his/her or her claim for on-the-job injury. The form should be returned with the 207a Application for transmittal by the Chief's office. The form is attached hereto as Appendix "A" - Form 3.
- d. In the event of a personal inability by the firefighter to give notice, such notice may be made by another acting on behalf of such firefighter. If known, the notice shall describe the nature of the injury or sickness and the name of the treating physician. Once able to do so, the firefighter must complete the Application with provision and specific detail of incident, injury/illness.
- e. The failure to satisfy any time limits specified above shall render a notice of filing untimely and shall preclude an award of any benefits pursuant to Section 207a of the General Municipal Law; provided, however, that the District shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown.

**Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS.**

- a. The firefighter shall be placed on sick leave pending determination of eligibility for Section 207a benefits.
- b. In the case of any employee who has no sick leave time accrued to his/her credit the District will advance sick leave for the purposes of this Section until such time as a final determination pursuant to Section 4 or Section 7 (as applicable), below, is made. In the event that the employee is denied 207a eligibility and either the employee does not appeal this denial or after appealing the denial, the denial of benefits is upheld, the employee will reimburse the District in time (sick or vacation time) or money, at the option of the employee, for the sick leave time advanced.
- c. In the event that an employee is found to be eligible for 207a benefits, the employee will have all used sick leave credits restored.

**Section 4. BENEFIT DETERMINATIONS**

- a. The District shall promptly review a firefighter's application for Section 207a benefits and shall determine his/her eligibility within fifteen [15] days after the district or the District's designee receives the application, all necessary medical documentation and any additional information necessary to make an informed determination.

- b. In determining the application, the District may require a more detailed statement from the firefighter than that contained on the application. The District may take statements from witnesses and may send the firefighter to a physician or physicians of its choice for examination at the District's expense.
- c. The determination will be made in writing to the firefighter within 15 days of the district receiving the completed application, and all above information required in paragraphs A & B are provided, setting forth in detail any and all reasons for the determination. In the event that the application is denied, the District will simultaneously provide the firefighter, without cost, a copy of all information produced or acquired by it, in connection with the firefighter's application and determination for Section 207a benefits. The District will continue to provide the firefighter with additional medical information subsequently produced or acquired. The firefighter must also provide the District with any additional, after acquired medical reports or analysis.

**Section 5. ASSIGNMENT TO LIGHT DUTY/TRAINING**

- a. As authorized by the provisions of Subdivision 3 of Section 207a, the Department, acting through the Chief, or the Chief's designee, may assign a disabled firefighter specified light duties, consistent with his/her status as a firefighter. The Chief or the Chief's designee, prior to making a light duty assignment, shall advise the firefighter receiving benefits under Section 207a that his/her ability to perform a light duty assignment is being reviewed. Such a firefighter may submit to the Chief, or the Chiefs designee, any document or other evidence in regard to the extent of his/her disability. The Chief or the Chief's designee may cause a medical examination or examinations of the firefighter, to be made at the expense of the District. The physician selected, the firefighter and his/her physician, shall be provided with the list of duties and activities associated with a proposed light duty assignment. The District's physician shall make an evaluation as to the ability of the disabled firefighter to perform certain duties or activities, given the nature and extent of the disability. If the firefighter's physician does not agree that the firefighter is medically able to perform the light duty assignment, he/she must express, in writing, those elements of the light duty assignment which the employee cannot perform and the specific medical reasons which preclude the firefighter from performing the duties. If there is a disagreement between the District's physician and the firefighter's physician as to the firefighter's fitness to

perform one or more portions of the duties of the light duty assignment, those portions cannot be assigned until the dispute is resolved pursuant to Section 7. It is understood that assignment to light duty is temporary and that a firefighter so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

- b. If a firefighter refuses to perform a light duty assignment and fails to provide medical support for the refusal, the firefighter shall be immediately removed from GML status.
- c. Nothing contained herein shall require the Department to create light duty assignments.
- d. If the requirements set forth in a above are met, and in the sole discretion of the District or their designee, which decision may not be subject to any grievance, the District may direct a 207-a status employee to attend training classes to maintain contractually required certifications (i.e. EMT). Training will not be done at additional compensation to the employee (except for transportation where required and requested) nor does not it imply the creation of a light duty position/assignment nor require the District in any way whatsoever to direct an employee to participate in training.
  1. If contractually required certifications expire as a result of the District's refusal to approve training, the employee's rate of pay including, but not limited to, EMT and Officer percentages will not be affected.
  2. Upon return to regular firefighting duties, the firefighter will be allowed to attend training at the District's expense and shall receive compensation for training or testing that is required to regain contractually required certifications. Other provisions stated in Article 9, Section 4 shall not apply.

**Section 6A. TERMINATION OF BENEFITS**

Salary payments provided by Section 207a (1) shall terminate upon the employee being retired pursuant to an accidental disability retirement or a performance of duty disability retirement as set forth in the Retirement and Social Security Law. Nothing herein shall preclude the continuation of 207a benefits pursuant to 207a (2), if appropriate.

**Section 6B. DISPUTE OF 207a BENEFITS**

If the District disputes the continued eligibility for benefits of a firefighter previously granted in Section 207a benefits, the District shall provide written notice of same to the firefighter.

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_

- a. The firefighter shall have thirty (30) days from the receipt of the District's notice to come forward with medical proof from a physician that he/she is incapable of performing his/her duties as a firefighter as a result of an injury or illness resulting from the performance of his/her duties.
- b. In the event that the District does not agree with the determination of the member's physician, the District shall notify the member within fifteen (15) days of receipt of the report from the physician, in writing of its determination.
- c. In such event, the firefighter's capability of performing his/her regular firefighter duties shall be submitted to an arbitrator in accordance with Section 7 of this Procedure. The burden of proof shall be on the District to show that the member is capable of returning to duty.
- d. The District shall not discontinue payment of said benefits until an arbitrator renders, in accordance with Section 7 of this Procedure, an award in which it is determined that the firefighter is capable of performing his/her regular duties.
- e. If the firefighter fails to come forward with medical proof from a physician that he/she is incapable of returning to his/her regular firefighting duties because of an illness or injury resulting from the performance of his/her duties within the above-referenced time frame, he/she shall return to full duty and without a hearing be automatically removed from GML status.
- f. The District shall be permitted to have any firefighter receiving Section 207a benefits examined by a physician(s) of its choosing at its discretion. Should any firefighter refuse to attend such an examination after at least 20 days after delivery of written notice, he/she shall be subject to disciplinary charges and in addition without a hearing be automatically removed from GML status.
- g. If a firefighter is determined, pursuant to Section 7 of this procedure, to have been capable of returning to work, the firefighter shall reimburse the District in time (sick, vacation, etc.) or money at the option of the firefighter for the GML time continued from the date the firefighter was officially notified of the dispute to the date of removal from GML 207a status.
- h. In the event that it is determined the firefighter, pursuant to Section 7 of this procedure, received 207a benefits he/she was not entitled to as a result of a dispute of medical

opinions by physicians (g) above shall not apply.

- i. All notices served under this policy shall be served on the firefighter by certified mail, return receipt requested at the firefighter's permanent address on file with the fire department.

**Section 7. DISPUTE RESOLUTION PROCEDURE**

- a. In the event that the District denies an application for Section 207a benefits, seeks to discontinue Section 207a benefits, there is a dispute about whether a firefighter is capable of performing a specific light duty assignment, or there is an issue with respect to outside employment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. A hearing shall be held within sixty (60) days of appointment of an Arbitrator except that the deadline may be extended upon mutual consent. The arbitrator shall render his/her decision within thirty (30) days of the closing of the record. The determination of the arbitrator shall be final and binding on the District and the firefighter, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The cost of arbitration shall be borne equally by the District and the firefighter.
- b. An applicant hereunder may have a representative(s) of his/her choosing at any stage of this procedure. As such, a firefighter shall have the right to challenge decisions of the District regarding eligibility or continued eligibility for 207a benefits under Section 7 herein.
- c. Either party may file a grievance for a violation of these procedures. In that case, the scope of the arbitrator's authority will be solely to determine whether the procedures were complied with or violated.

**Section 8. DISABILITY RETIREMENT**

Consistent with Section 207a, the District may file an application on the firefighter's behalf for retirement under Sections 363 or 363c of the New York State Retirement and Social Security Law. Any injured or sick firefighter who is receiving 207a benefits shall permit reasonable medical inspections in connection with such an application for accidental disability retirement or performance of duty disability retirement. Failure to comply with said medical inspection will result in the firefighter being immediately removed, without need for a hearing, from GML status.

**Section 9. CONTINUATION OF CONTRACT BENEFITS**

- a. Except where expressly stated in this article all contractual rights and privileges contained within any collective bargaining agreement to which the firefighter or his or her collective bargaining representatives are a party shall apply to firefighters receiving 207a benefits.
- b. For the first 12 months of leave pursuant to Section 207-a, a firefighter will continue to accrue all contract benefits. Beginning in the twelfth (12th) month, the firefighter shall not accrue any contract benefits except for wages, applicable longevity and health insurance. In the event that the firefighter is assigned to light duty (pursuant to Section 5, above) the firefighter will be entitled to all contractually negotiated fringe benefits with respect to holidays, clothing, vacation, sick leave, etc.

**Section 10. OUTSIDE EMPLOYMENT**

If the District determines that a firefighter receiving benefits pursuant to 207a has engaged in outside employment, as outlined in 207a, subdivision 6, the district shall provide to the firefighter written notice of such determination. If it is determined that the firefighter is or has been engaging in outside employment, his/her GML status shall be immediately terminated, without need for a pre-termination hearing. The termination notice shall specify in detail all reasons and the factual basis for those reasons for the determination.

- a. The firefighter may appeal the determination pursuant to Section 7 herein. The arbitrator shall have the authority to determine the amount of benefit to be reimbursed, if any, and direct the manner in which such reimbursement shall be made.
- b. If it is determined, through the appeal process, that the firefighter was inappropriately removed from GML status, his/her GML status shall be restored and the District will reimburse the firefighter benefits terminated from the date of termination to the date of restoration.
- c. The District, upon request, must be provided with a W-2 form or tax returns or other proof other than sworn statements by the firefighter. The firefighter may redact irrelevant information from the income tax information requested by the District, e.g., spousal income.

**Section 11. HAZARDOUS EXPOSURE**

A firefighter, who reasonably believes he or she may have been exposed to a health hazard, e.g., AIDS, Hepatitis-B, biological or chemical toxins, etc., as a result of the performance of his or her duties, may file a hazardous exposure incident form per District Standard Operating Procedures Infection Control Plan and Injury Reporting Policy (See Appendix "A" - Form 4) at the time of the exposure. The exposure form will be maintained by the District in the firefighter's personnel file.

If a firefighter claims a job-related injury due to exposure to a health hazard, then he or she must comply with the Notice of Disability filing requirements of Section 2 as well as the other requirements of this Article.

**Section 12. STATE AND FEDERAL TAX WITHHOLDINGS**

207a benefits are not currently subject to state or federal tax withholdings. Withholdings will be suspended during the period of the employee's disability.

The District and the recipient of GML benefits will comply with all applicable State and Federal tax withholding laws, rules and/or regulations as may be amended from time to time.

Appendix "A " - FORM 1  
Fairview Fire District General Municipal Law Section 207a Application

1.Name of firefighter\_\_\_\_\_

2.Address\_\_\_\_\_

3.Telephone number\_\_\_\_\_

4.Age\_\_\_\_\_

5.Name of supervisor \_\_\_\_\_

6.Current job tile\_\_\_\_\_

7.Occupation at time of injury/illness \_\_\_\_\_

8.Length of employment \_\_\_\_\_

9.Date of Incident \_\_\_\_\_

10.Nature of Illness/Injury

11a.Day of Week \_\_\_\_\_ 11b. Time \_\_\_\_\_

12. Name of witness(es)

a.\_\_\_\_\_

b.\_\_\_\_\_

c.\_\_\_\_\_

13. Describe what the firefighter was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary).\_\_\_\_\_

14. Where did the incident occur? Specify.\_\_\_\_\_

---

15. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.)\_\_\_\_\_

16. When was the incident first reported? \_\_\_\_\_

To whom? \_\_\_\_\_ Time \_\_\_\_\_

Witness (if any) \_\_\_\_\_

For Fairview Fire District\_\_\_\_\_ for Firefighters\_\_\_\_\_



17. Was first aid or medical treatment authorized? \_\_\_\_\_

By whom? \_\_\_\_\_ Time \_\_\_\_\_

18. Name and address of attending physician \_\_\_\_\_  
\_\_\_\_\_

19. Name of Hospital \_\_\_\_\_

20. State nature of injury and part or parts of body affected \_\_\_\_\_  
\_\_\_\_\_

21. Will the firefighter be returning to duty? \_\_\_\_\_

When? \_\_\_\_\_

Date of report \_\_\_\_\_

\_\_\_\_\_, **New York**

Signature of injured firefighter \_\_\_\_\_

Appendix "A" - FORM 2  
Release of Confidential Medical Information

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the Fairview Fire District, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my injury of \_\_\_\_\_ (insert date) and treatment rendered therefore.

Signature of Firefighter \_\_\_\_\_

Printed name of Firefighter \_\_\_\_\_

Date \_\_\_\_\_

"This release is given upon the condition that any records provided pursuant to this medical release will be provided simultaneously to the firefighter. Any cost for these copies will be paid by the Fairview Fire District, New York. The health care provider is not authorized to prepare any special medical reports or otherwise communicate about the firefighter's condition.

CONFIDENTIALITY:

The medical records released are to be used solely by the District to carry out its obligations under Section 207a of the General Municipal Law, administering the contractual 207a procedures, or where the release is authorized or required by law. For 207a purposes they may only be accessed by the attorney for the Fairview Fire District, New York, the Chief of the Fire Department, and their designated medical experts or to others authorized by the attorney for the District for the purpose of presenting evidence at 207a hearings. If release of these records to others are authorized or required by law, the District will provide written notification to the firefighter listing the records released and to whom the records were released. Access without the firefighter's consent by any other individuals will be considered a breach of the District's contractual obligation to keep these records confidential.

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_

Appendix "A" - FORM 3

New York State Policemen's &  
Firemen's Retirement System 110 State  
Street Albany, New York 12244

To: The Comptroller of the State of New York  
In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your  
department of any and all injuries sustained in the line of duty as a member of the Fairview Fire District, I  
hereby submit the following report:

Name of injured Firefighter \_\_\_\_\_

Registration Number \_\_\_\_\_

Address \_\_\_\_\_

Date of incident \_\_\_\_\_

Time of incident \_\_\_\_\_

Description of injury  
\_\_\_\_\_

\_\_\_\_\_

Medical care required \_\_\_\_\_

\_\_\_\_\_

Remarks  
\_\_\_\_\_

Signature of firefighter \_\_\_\_\_

Witness to injury \_\_\_\_\_

Date \_\_\_\_\_

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_

Appendix "A" FORM 4

Report of exposure\*

Name: \_\_\_\_\_

Position/Rank: \_\_\_\_\_

Date of claimed exposure: \_\_\_\_\_

Substance to which the firefighter claims to have been exposed:

Place (address^ where claimed exposure took place: \_\_\_\_\_

Name of witnesses to exposure: \_\_\_\_\_

Was the exposure investigated? \_\_\_\_\_

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

Date \_\_\_\_\_ Signature of Firefighter \_\_\_\_\_

Date \_\_\_\_\_ Signature of Firefighter \_\_\_\_\_

\*This form is to be used by a firefighter to report a claimed exposure to hazardous substances. A copy of this report will be placed in the firefighter's personnel file.

Contract: Fairview Fire District

For Fairview Fire District \_\_\_\_\_ for Firefighters \_\_\_\_\_

Fairview Fire District  
Appendix "A" - FORM 5

THIS FORM IMPLEMENTS THE REQUIREMENTS OF THE STANDARDS FOR PRIVACY OF INDIVIDUAL IDENTIFIABLE HEALTH INFORMATION (THE PRIVACY RULE) ESTABLISHED PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA). EXCEPT AS OTHERWISE PERMITTED OR REQUIRED BY THE PRIVACY RULE, A HEALTH CARE PROVIDER MAY NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION WITHOUT AUTHORIZATION THAT COMPLIES WITH THE REQUIREMENTS OF 45 C.F.R. SECTION 164.508. THE HEALTH CARE PROVIDER MUST GIVE A COPY OF THIS COMPLETED FORM TO THE PATIENT.

**Authorization for Use and Disclosure of Protected Health Information**

Patient's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SSN: \_\_\_\_\_

Address \_\_\_\_\_

I hereby authorize the use and disclosure of protected health information for treatment rendered during the time period: From \_\_\_\_\_ through \_\_\_\_\_.

The information described below may be disclosed by: (NAME OF PERSON(S), ENTITY OR CLASS OF PERSONS THAT WILL DISCLOSE INFORMATION).

The information described below may be disclosed to: [Name/Address of Personnel Officer/Fire Chief]

The Specific Type(s) of information authorized are as follows: **(Circle ALL appropriate types)**

INPATIENT HOSPITAL    OUTPATIENT HOSPITAL    PHYSICIAN/SUPPLIER    CLINICAL  
LABORATORY HOME HEALTH

AGENCY    SKILLED NURSING FACILITY    OTHER (SPECIFY)

\_\_\_\_\_

The information that may be used or disclosed includes: **(Circle ALL appropriate types)**

INTERVIEW OF ATTENDING PHYSICIAN(S)    ALL TREATMENT RECORDS    HIV  
RELATED TREATMENT RECORDS

BEHAVIORAL HEALTH/PSYCHIATRIC TREATMENT RECORDS    DRUG AND  
ALCOHOL TREATMENT RECORDS

(Disclosure of HIV related information is controlled by NY State Public Health Law. Disclosure of alcohol and drug abuse information is controlled by 42 C.F.R. part 2. Re-disclosure of such information is forbidden without your additional written authorization unless permitted under state or federal law.)

For Fairview Fire District \_\_\_\_\_ for Fire Fighters \_\_\_\_\_

The purpose of disclosure is:

REQUEST OF THE INDIVIDUAL WHO IS THE SUBJECT OF THE RECORDS OR HIS/HER  
PERSONAL REPRESENTATIVE

OTHER (Describe) \_\_\_\_\_

THIS AUTHORIZATION MAY BE REVOKED BY WRITTEN  
REQUEST TO THE MEDICAL SERVICES PROVIDER'S PRIVACY  
OFFICER INFORMATION DISCLOSED PRIOR TO RECEIPT OF  
REVOCATION MAY NOT BE RETRIEVED IF ACTION WAS  
TAKEN IN RELIANCE ON THE AUTHORIZATION THE PERSON  
WHO RELIED ON THE AUTHORIZATION MAY CONTINUE TO  
USE OR DISCLOSE PROTECTED HEALTH INFORMATION AS  
NEEDED TO COMPLETE WORK THAT BEGAN BECAUSE THE  
AUTHORIZATION WAS GIVEN TO REVOKE THIS  
AUTHORIZATION PLEASE WRITE TO

\_\_\_\_\_  
(Name of Health Care Provider)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

For Fairview Fire District \_\_\_\_\_ for Fire Fighters \_\_\_\_\_

This authorization expires \_\_\_\_\_ or upon the following event: \_\_\_\_\_

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

\_\_\_\_\_  
(Print name of patient or personal representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Description of personal representative's authority)

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS AUTHORIZATION. THE MEDICAL SERVICE PROVIDED MAY NOT BE A CONDITION OF TREATMENT, PAYMENT, ENROLLMENT OR ELIGIBILITY FOR BENEFITS. WHETHER YOU SIGN THIS AUTHORIZATION, IT IS UNDERSTOOD THAT INFORMATION BE USED OR DISCLOSED PURSUANT TO THIS AUTHORIZATION MAY BE RE-DISCLOSED BY THE RECIPIENT. INFORMATION DISCLOSED MAY NO LONGER BE PROTECTED BY THE FEDERAL PRIVACY RULES.

**YOU HAVE A RIGHT TO RECEIVE A COPY OF THIS AUTHORIZATION AFTER YOU SIGN IT.**

For Fairview Fire District \_\_\_\_\_ for Fire Fighters \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF NEW YORK)

) Ss.:

COUNTY OF DUTCHESS)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_, To me known, who, being by me duly sworn, did Depose and say that he/she resides at \_\_\_\_\_ and that he/she is the Chairman of the Board of Fairview Fire District, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

**Notary Public**

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF DUTCHESS)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_ and that he/she is the President of Fairview Fire Fighters Local 2623, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

**Notary Public**

\_\_\_\_\_  
Notary Public

For Fairview Fire District\_\_\_\_\_ for Fire Fighters\_\_\_\_\_