Original

Agreement Between

City of Rensselaer, New York

And the

Rensselaer Professional Firefighters Association Local 2643 of the I.A.F.F.

AUGUST 1, 2018 – JULY 31, 2024

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## PREAMBLE

Agreement between the City of Rensselaer, New York and the Rensselaer Professional Firefighters Association, Local 2643 of the International Association of Firefighters.

This Agreement made effective August 1, 2018 through July 31, 2024, by and between the City of Rensselaer a municipality in the County of Rensselaer, State of New York, hereinafter referred to as the "employer" and the Rensselaer Professional Firefighters Association, Local 2643 of the International Association of Firefighters hereinafter referred to as "firefighters".

## ARTICLE 1

### Collective Bargaining Procedure

Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each party. The City, the Rensselaer Professional Firefighters Association, Local 2643 of the l.A.F.F., and/or their designees, shall be the respective bargaining agents for each party.

## ARTICLE 2

### Recognition and Dues Deduction

The employer recognizes the Union as the sole and exclusive representative of all members of the Department of Fire as described herein: Firefighters and Captains of Local 2643 of the International Association of Firefighters. Excluded from such recognition are the Chief(s) and the Assistant Chief(s) of the Department.

The employer shall extend to the association the right to membership dues deduction, pursuant to Section 208 of the Civil Service Law, so long as said Union shall remain the certified bargaining agent for the unit described above. Said dues to be remitted to the Union within five (5) work days after deduction.

The Union agrees to indemnify the employer and hold harmless the employer for any claims and suits pertaining to this Section. This includes legal fees and any other expenses and costs incurred in defending such claims and suits and any judgments or awards resulting therefrom.

## ARTICLE 3

Insurance

Section A

All full time employees of the Department and eligible members of their families shall be entitled to full health insurance coverage, the time of selection to be governed by the plans.

It is the employer's intent to eventually become self-insured. If the employer wishes to substitute medical and health insurance plans, it must first comply with the following:

1. Provide 60 days' notice of intent to change. Such notice shall include any and all information pertaining to the proposed plan to the Union representatives before said plan may be adopted by the employer.

2. If requested by the Union representatives within 20 days from the above notice, the employer shall meet at least once with the Union representatives to discuss, in good faith, the proposed plan. The meeting is to be held no later than 30 days before said plan may be adopted by the employer.

3. All benefits must be substantially equal or better than those provided in the current plans, and employee contributions to said plan may not exceed that specified in this article. If one of the parties disagrees with the entire proposed plan or any portion thereof, then a grievance may be filed and that portion in conflict will be submitted to binding arbitration to determine whether or not it is substantially equal to the plan it is proposed to replace.

Nothing contained herein shall preclude the Union from submitting to the employer alternate health insurance plans, as long as the employer's contribution does not exceed the contribution rate established by the Blue Cross Empire Plan offered by the State of New York.

The employer will pay the first two hundred dollars ($200) of the monthly premium for each employee; all remaining monthly premium costs will be paid 80% by the employer and 20% by the employee. The employer shall deduct any employee health insurance contributions from the employee's gross pay before income taxes are applied.

An employee who declines and waives health insurance coverage shall be paid fifty percent (50%) of the individual New York State Empire Plan annual premium, less the employee's contribution, if any, to be paid in equal amounts on the first pay period following each calendar quarter. The buy-out shall be prorated in the event the employee resumes health insurance coverage during that calendar quarter (e.g., $900.00 per quarter to be paid, resumes coverage on the 1st day of the 3rd month of the quarter, employee receives $600.00).

Section B

The employer shall provide full coverage of thirty-five thousand dollars ($35,000.00) life, accident, death and dismemberment policy for each full-time employee until said employee's retirement or departure from the Department. The employer shall pay 100% of the premium for said coverage.

Section C

The employer shall provide New York State Disability Insurance coverage for each employee, the premium of which shall be paid for by the City of Rensselaer. Starting date subject to open enrollment date of insurance company.

## ARTICLE 4

### Clothing Allowance

All firefighters of the Fire Department covered by this contract shall be entitled to an annual clothing allowance payable in the first pay period of the month of December of each year. Effective August 1, 2016, the amount of the clothing allowance shall be eight hundred dollars ($800.00).

Effective August 1, 2016, new hires of the fire department shall be provided, at no cost to the employee, with the following clothing:

2 dept. issued badges
1 F.D. issued I.D. card
2 s/s uniform shirts
2 1/s uniform shirts
2 pairs of uniform pants
1 complete dress uniform

- Blouse
- Pants
- Shoes
- 1/s shirt
- s/s shirt
- Tie
- 1.75 Garrison Belt
- Bell cap w/hat badge

The employer shall pro rate this amount if they have prior knowledge of retirement or said departure of an employee.

In addition, the employer shall provide each new employee of the bargaining unit with a new outer wear garment (uniform coat). This item (uniform coat), if damaged or destroyed in the line of duty or as such becomes unserviceable, shall be replaced or repaired, if possible, by the employer at the discretion of the Chief or his designee.

The parties agree that the clothing allowance provision herein shall be compliant with the Internal Revenue Code, to wit, the lump sum payment shall be subject to taxes where a firefighter has failed to produce receipts for uniform purchases.

In the event the employer proposes a change in uniform, the Union will receive notice of such proposal.

## ARTICLE 5

Equipment

The employer shall provide all permanent employees of the Fire Department covered by this agreement with the following equipment: a fire turnout coat, a pair of boots, bunker pants with bunker boots, suspenders, helmet, and a pair of gloves.

It is understood that said equipment shall meet O.S.H.A. (Occupational Health and Safety Association) standards. Such equipment shall be replaced if damaged or destroyed in the line of duty or as such becomes unserviceable. The determination of the worn out condition of such equipment shall be made at the discretion of the Chief or his designee in the event of the Chief's prolonged absence, and in accordance with the manufacturer's safety guidelines. Attempts by the employer to repair equipment shall be made in accordance with industry standards, and the cost shall be borne by the employer.

## ARTICLE 6

Holidays

Every member covered by this contract or Agreement shall receive eight (8) hours pay for all paid holidays at the employee's regular rate of pay. The holidays are: New Year's Day, Dr. Martin Luther King Jr. Day (effective 2020), Lincoln's Birthday, Washington's Birthday, Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas.

Firefighters shall receive holiday pay in one lump sum with the first payroll period in June.

## ARTICLE 7

### Union Business

Any firefighter elected as a delegate to the I.A.F.F. Convention, or the N.Y.S.P.F.F.A. convention, if scheduled to work while a convention is in session, shall receive these days off with pay. A maximum of two paid work days per man per year to be paid by the employer.

Any time in addition to the conventions shall be on fourteen (14) days' notice to the Chief or his designee, allowing for five (5) days per year cumulative for other business or seminars. This time shall be subject to prior approval by the Chief or his designee for the release time requested. If the other union business or seminar is local, the firefighter must complete the second half of his shift subsequent to the completion of such seminar (if the second half of the shift is completed, then only 1/2 day should be charged to the Union).

## ARTICLE 8

### Work Shifts

Employees may exchange scheduled shifts when the change does not interfere with the operations of the Fire Department or will not cause overtime and only with the approval of the Fire Chief or his designee.

## ARTICLE 9

### Overtime, Court Appearance, and Recall

Section A

In the event that the need for overtime should occur, overtime shall be paid at one and one-half (1-1/2) times the employee's basic rate of pay for all hours worked beyond the employee' s normal work week (i.e. 42 hours per week average on a monthly basis).

Section B

Whenever a member of the Rensselaer Fire Department is required to appear as an agent, servant or employee of the Rensselaer Fire Department, before a grand jury or court or administrative agency, to give testimony in his or her capacity as an agent, servant or

employee of the Rensselaer Fire Department, he will receive his regular duty pay, except if appearing in his off duty time he shall be paid one and one-half (1-1/2) times his basic rate of pay and a travel rate of the I.R.S. standard rate.

The appearance time must be documented by a letter from the Court Clerk or presiding officer of the hearing verifying the hours of attendance.

Section C

All employees who are covered by this Agreement who are called back to work from off duty shall be paid at least two (2) hours minimum at one and one-half (1-1/2) times the basic rate of pay. This recall must be made by the Chief or Assistant Chief(s).

Section D – Holdover Pay

In the event that an employee who is covered by this Agreement is held over on their shift, the employee will be paid at the appropriate time and one-half rate for only the time they were held over, up to the next thirty (30) minute interval. This will include time for any paperwork and cleanup required to complete a call.

## ARTICLE 10

### Seniority

Section A

Seniority is determined by the date of the employee's permanent appointment to the Fire Department. Layoffs and recall from layoff will be by seniority in accordance with Civil Service Law. Seniority shall govern in the approval of vacation requests. Seniority will also be considered as a factor in any transfers of personnel between companies and houses. In the event an employee believes that seniority was not considered a factor, he may file a grievance.

Section B

Work presently being performed by the firefighters shall not be performed by a non-Union member of the uniformed force or subcontracted to any party without the express written consent of the bargaining unit.

The parties expressly agree that the rights of the City to use part-time employees, who will not perform fire suppression or other duties currently performed by bargaining unit members, will not be abridged as long as they are consistent with the Civil Service Law, other laws, and the contract.

Further, the City's right to use temporary or provisionally appointed firefighters, consistent with the requirements of Civil Service Law, other law, and the contract, will not be abridged.

Section C. – Kelly Shift Days

1. Each firefighter will receive overtime (24 hours) for working their "Kelly" Day and it is also agreed that each career person could turn down the overtime for the day off. In this case overtime would be paid to the next person available on the overtime list.

2. It is up to each career person to notify the Fire Chief at least 72 hours (three days) prior to his/her "Kelly" Day whether he/she is working his/her "Kelly" Day or taking the day off.

Section D

The firefighters shall allow the employer to form volunteer companies within the City of Rensselaer under the following terms:

Volunteer drivers shall not be allowed to cover permanent vacancies within the Department (i.e. vacations, sickness, and injury).

## ARTICLE 11

### Leave of Absence

Firefighters may request an unpaid leave of absence for up to one (1) year. The request must be made to the Board of Public Safety. In the event such unpaid leave is granted, it is understood that no benefits or seniority shall accrue or apply during this period of time.

## ARTICLE 12

### Bereavement Leave

In the event of a death in the immediate family of a firefighter, the firefighter shall be granted up to one (1) working shift off with pay. The firefighter will not be required to work until the day after the funeral. Immediate family shall be defined as spouse, child, parent, parent-in-law, brother or sister, brother-in-law, sister-in-law, grandparents and those relationships generally called "step", providing persons in such relationships have been raised in the family home and have continued an active family relationship.

## ARTICLE 13

Departmental Policies

Permanent policy changes affecting all members of the Fire Department that are issued by the Chief of Department or the Board of Public Safety will be in writing and posted in each station within one week of promulgation.

## ARTICLE 14

Rules and Regulations

It is the intent of the employer to establish and/or revise the written rules and regulations of the Department of Fire. The employer will use its best efforts to provide the Association with written notice to review the employer's new rules, regulations, and/or policies and guidelines which shall be discussed with the association prior to being issued and implemented, if practical.

## ARTICLE 15

Vacations

Section A

Each firefighter covered by this Agreement shall have the following vacation schedule starting for March 1, 2018:

| Years of Permanent Service | | Vacation |
|---|---|---|
| After | 1 year | 2 days |
| After | 2-5 years | 4 days |
| After | 6-10 years | 6 days |
| After | 11-20 years | 8 days |
| After | 21 + years | 10 days |

Vacations are to start on the first Sunday in March and can be picked daily until the last Sunday in February of the following year. Only one (1) firefighter will be permitted to be on vacation per shift. No more than a total of seven (7) vacation days and personal days, when combined, will be granted off in any one week (Sunday-Saturday). Vacation day equals one (1) twenty-four (24) hour period and a vacation day must be taken in twenty-four (24) hour increments.

Firefighters shall choose vacations by seniority on each platoon. In order to preserve his/her seniority, each firefighter picking vacation must sign the vacation list no later than February 1st. If the firefighter fails to sign the vacation list, he/she will forfeit his/her seniority rights with respect thereto and will not be able to bump a less senior firefighter for a day previously picked by a less senior firefighter prior to the February 1st dead line. After February 1st, vacation will be on a first come, first serve basis for any available (no one scheduled on vacation) vacation day.

Firefighters may choose to bank up to four (4) days vacation time per year. The firefighter may sell and the employer shall purchase back vacation time at the firefighters basic rate of pay.

On February 15th of each year, an employee may elect to be paid the cash equivalent of up to four (4) days of accumulated unused vacation time. Such payment shall be made the first payroll period in March.

All Members' vacation time needs to be submitted 35 days in advance.

Section B

Any firefighter who is separated from the Department in good standing shall be compensated in cash for all due vacation time not used in the year of separation at his/her basic rate of pay at the time of separation. In the case of death, payment shall be made to the firefighter's designated beneficiary.

Section C

In the event a firefighter's Kelly Day falls in the vacation period the firefighter may have one extra day of vacation or another day off at a later date. The scheduling of the extra day off shall be approved by the Chief.

## ARTICLE 16

### Authorized Aid

Firefighters, while rendering aid to another community, are fully covered by Workmen's Compensation and Liability Insurance as provided by state laws.

## ARTICLE 17

Past Practice

All the rights, privileges and benefits which firefighters or the Employer covered by this Agreement enjoyed prior to this Agreement are retained by the firefighters or the Employer except all those rights, privileges and benefits that are specifically abridged or modified by this Agreement.

## ARTICLE 18

Retroactive Dates

1. The employer's budget year begins August 1st each year and ends July 31st the following year. If a firefighter's year of service falls any time after August 1st and before July 31st of the budget year to expire, the year of service time shall be considered as of August 1st date. A firefighter appointed permanent prior to May 1st will receive wage increases and vacation as stated in this Agreement.

2. A. The Employer's Budget Year begins August 1st each year, and ends July 31st of the following year. New firefighters will be paid the minimum rate of pay for the job classification in which they are hired.

B-(i) When employment commences between August 1st and January 31st, the firefighters year of service shall be deemed to have commenced on the previous August 1st (i.e., if hired on January 4, 1994, the employee's year of service shall be deemed to have commenced on August 1, 1993).

B- (ii) When employment commences on or after February 1st the firefighters year of service shall be deemed to have commenced on the next succeeding August 1st.

## ARTICLE 19

Grievance Procedure

Section 1. Declaration of Principles: Every firefighter shall have the right to present his grievance in accordance with the procedure provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

Section 2. Subject Matter: If both parties cannot agree on the question of arbitrability of any subject matter, the question shall be submitted to an arbitrator.

Section 3. Definitions:

"Aggrieved" shall mean any person or persons in the bargaining unit directly employed and compensated by the City of Rensselaer.

"Time limits" shall mean the number of days for processing grievances.

"Days" shall mean calendar days for the purposes of this article.

"Decisions" shall mean the rulings, determination, report or disposition made at any step of the grievance procedure.

"Employer" shall mean the City of Rensselaer.

"Employee organization" shall mean the Rensselaer Professional Fire Fighters Association Local 2643 of the I.A.F.F.

"A grievance" is any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

Section 4. General Provisions:

A. Time limits for presentation and resolution of grievance may be extended by mutual written agreement of the parties.

B. If the employer does not comply with the time requirements the grievance shall automatically proceed to the next step. A decision shall be timely if postmarked in the mail or personally delivered to the aggrieved within the time limits provided.

C. The various stages of this procedure shall, so far as practicable, be conducted during regular working hours, unless both parties agree to a different time.

D. The arbitrator's fees shall be shared equally by the parties. Any expenses for a stenographer shall be borne by the party requesting a stenographic record and that party must also bear the cost of providing a copy of the transcript for the other party.

Section 5. Representation: Representation at any step of the procedure shall be limited to the Union.

A. The Union shall provide the employer, in writing, at the City Clerk's Office with a list of those individuals who are members of the grievance committee.

B. The Union shall further provide the name of the individual to whom a record of all decisions is to be forwarded.

Section 6. Informal Stage: Any firefighter who claims to have a grievance is encouraged to present his grievance to the Fire Chief or his designee as soon after the occurrence of the event giving rise to the grievance as is practicable, but not later than ten (10) days after the alleged grievance has occurred or becomes known; such presentation may be done orally, so that, if possible, the same may be expeditiously resolved on an informal basis.

Section 7. Stage 1:

A. A grievance must be presented to the Fire Chief or his designee in writing within fifteen (15) days after the grievance occurs or becomes known.

B. The Fire Chief, or his designee, shall discuss the grievance on an informal basis and take whatever investigative action he deems appropriate.

Within five (5) days after presentation of the grievance, the Fire Chief or his designee shall deliver a written decision to the aggrieved and Union.

Section 8. Stage 2:

A. If the aggrieved is not satisfied with the decision made by the Fire Chief or his designee, he may, within five (5) days after receipt of the Chief's decision or within five (5) days of when that decision should have been received, request a review and determination by the Board of Public Safety. Such request must be in writing, contain a statement as to the specific nature of the grievance and the facts relating to it and be accompanied by a copy of the grievance and the decision of the Fire Chief or his designee. Such requests shall be served upon both the Fire Chief or his designee, to whom the grievance was originally presented as well as the Board of Public Safety.

B. The Board may, and at the request of the aggrieved shall, hold a meeting within ten (10) days after receiving the written request and statement from the aggrieved. The aggrieved and his representative, if any, may appear at the meeting and present oral statements or arguments.

C. Within ten (10) days after the close of the meeting, or within eight (8) days after the grievance has been submitted to the Board, if there has been no meeting, the Board shall deliver a written decision to the aggrieved and the Union.

Section 9. Arbitration

A. An appeal to arbitration from an unsatisfactory decision at Stage 2 regarding an arbitrable grievance, may be made by either the Union or the employer within fifteen (15) days of receipt of the Stage 2 decision or within fifteen (15) days of when that decision should have been received.

B. The intent to arbitrate shall be indicated by either party serving written notice upon the other party.

The notice shall identify the contract provisions in dispute, the issue or issues to be determined and the employee or employees involved.

C. Upon receipt of the request to arbitrate, the parties shall select an arbitrator pursuant to the Rules and Regulations of the New York State Public Employment Relations Board (P.E.R.B.).

D. The arbitrator shall have no power to add to, subtract, or modify the provisions of the contract in arriving at a decision of the issue presented for arbitration.

E. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

F. Within thirty (30) days of the close of the hearing or submission of briefs, the arbitrator shall deliver a written decision to the Union and the employer.

G. The decision or award will be binding on all parties.

## ARTICLE 20

Salary

Section A

Each employee covered by this Agreement shall be paid an annual salary in accordance with the following schedule:

| | 7/31/18 | 8/1/18-7/31/19 | 8/1/19-7/31/20 | 8/1/20-7/31/21 | 8/1/21-7/31/22 | 8/1/22-7/31/23 | 8/1/23-7/31/24 |
|---|---|---|---|---|---|---|---|
| | | 2% | $2,000, then 2% | 2.25% | 2.25% | 2.25% | 2.25% |
| Starting | 39,289.07 | 40,074.85 | 42,916.35 | 43,881.97 | 44,869.31 | 45,878.87 | 46,911.14 |
| 1st yr | 40,774.34 | 41,589.83 | 44,461.62 | 45,462.01 | 46,484.91 | 47,530.82 | 48,600.26 |
| 2nd yr | 42,046.60 | 42,887.53 | 45,785.28 | 46,815.45 | 47,868.80 | 48,945.85 | 50,047.13 |
| 3rd yr | 43,319.17 | 44,185.55 | 47,109.26 | 48,169.22 | 49,253.03 | 50,361.22 | 51,494.35 |
| 4th yr | 45,857.96 | 46,775.12 | 49,750.62 | 50,870.01 | 52,014.59 | 53,184.91 | 54,381.57 |
| 5th yr | 48,392.87 | 49,360.73 | 52,387.94 | 53,566.67 | 54,771.92 | 56,004.29 | 57,264.39 |
| 6th yr | 51,580.47 | 52,612.08 | 55,704.32 | 56,957.67 | 58,239.22 | 59,549.60 | 60,889.46 |

This salary schedule reflects a 2% wage adjustment effective August 1, 2018 through July 31, 2019.

This salary schedule reflects a $2,000 base increase and subsequent 2% wage adjustment effective August 1, 2019 through July 31, 2020.

This salary schedule reflects a 2.25% wage adjustment effective August 1, 2020 through July 31, 2021.

This salary schedule reflects a 2.25% wage adjustment effective August 1, 2021 through July 31, 2022.

This salary schedule reflects a 2.25% wage adjustment effective August 1, 2022 through July 31, 2023.

This salary schedule reflects a 2.25% wage adjustment effective February 1, 2023 through July 31, 2024.

All retroactive pay will be paid within 30 calendar days of a signed agreement.

Section B

In addition to the above salary schedule, longevity increments shall be paid to firefighters meeting requirements of the following schedule:

| | |
|---|---|
| Employees over 8 full years service | $650.00 annually |
| Employees over 12 full years service | $700.00 annually |
| Employees over 16 full years service | $750.00 annually |
| Employees over 20 full years service | $800.00 annually |

Effective August 1, 2020, longevity increments shall be paid to firefighters meeting requirements of the following schedule:

| **Completion of Full Years of Service** | **2020** | **2021 (+$50)** | **2022 (+$50)** | **2023 (+$50)** |
|---|---|---|---|---|
| 10 | $1,000 | $1,050 | $1,100 | $1,150 |
| 15 | $1,050 | $1,100 | $1,150 | $1,200 |
| 20 | $1,100 | $1,150 | $1,200 | $1,250 |
| 25 | $1,150 | $1,200 | $1,250 | $1,300 |

Section C

Fire investigators shall be paid at one and one-half (1 1/2) times the employee's basic rate of pay for all hours worked beyond the employee's normal work week (i.e. 42 hours per week average on a monthly basis). In addition should training for the fire investigators occur during off-duty hours of the investigator, said investigator shall have the choice of one twenty-four (24) hour compensated shift off either before or after such training. All expenses for N.Y.S. mandated training for the investigators shall be paid for by the employer.

Section D

Certified N.Y.S. Emergency Medical Technicians (EMT's), or higher, covered by this Agreement, shall receive two thousand dollars ($2,000.00) annually included in the firefighters basic rate of pay. Proof of such certification shall be submitted and verified by the Chief or his designee. Employees receiving this EMT differential shall remain certified and must submit proof, on an annual basis, of the recertification to the Chief, or his designee, for record keeping and verification of said recertification.

The firefighter agrees to cover the costs involved in taking such EMS training. The employer agrees to cooperate in the reimbursement of such costs and to cover all other costs associated with this training.

The employer agrees to include this stipend in the firefighter's calculation of overtime rate of pay.

Section E

In addition to the regular job classification of firefighter, the employer agrees to select one firefighter from the bargaining unit to maintain and keep records of the department's self-contained breathing apparatus (S.C.B.A.).

The firefighter shall be paid ten (10) hours at one and one-half (1 1/2) times his basic rate of pay per month for regular maintenance and record keeping. In addition, the firefighter shall be paid at one and one-half (1 1/2) times his basic rate of pay for time worked for emergencies.

Section F

In addition to the regular job classification of Firefighter, the employer agrees to select one firefighter from the bargaining unit for record keeping and processing of the N.Y.S. Basic Field Incident Report (BFIRS).

The firefighter shall be paid ten (10) hours at one and one-half (1 1/2) times his basic rate of pay per month for this work.

Section G

In addition to the regular job classification of Firefighter, the employer agrees to select one firefighter from the bargaining unit for EMS Coordinator to assist in the EMS program and supplying a list of supplies and training needed to all career personnel.

The firefighter shall be paid an increase of $1.10 per hour to his base rate pay for this work.

Section H

Captains shall be paid at 10% above the highest paid Firefighter. The starting salary is $58,900.00.

Section I

The MTO will be compensated with six (6) hours of his/her overtime rate per pay period for presenting the hands-on training to the career staff of the department. Hours worked beyond the hands-on training ("additional hours") will be paid at the MTO's current

overtime rate of pay. Additional hours include, but are not limited to volunteer training, Academy training, planning and research for training, logging of and submitting State documents, etc. Any overtime beyond the 100 hour of in-service training and the volunteer training (once per month) will be paid at the discretion of the Fire Chief or designee.

**ARTICLE 21**

Agreement

This Agreement shall be binding upon the parties hereto and their successors as permitted by law.

**ARTICLE 22**

Savings Clause

In the event that any provision of this Agreement shall be at any time declared invalid by Legislative act or any court of competent jurisdiction or through Government regulations or decrees; such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE 23**

Defensive Action Clause

Section 1. In the event that any member of the bargaining unit is faced with a civil claim involving bodily injury and/or property damage arising solely out of the performance of his official duties at a fire ground or scene of an emergency which are not characterized as willful misconduct, intentional tort, or gross negligence, the employer agrees to provide legal counsel for his defense and, unless precluded by law, to hold him harmless for any financial loss, due to either a judgment upon or settlement of such claim.

Section 2. In the event of bodily injury to any member of the bargaining unit during the course of his performance of official duties at a fire ground, relating to the extinguishment of said fire, said member shall be deemed to have been acting during active duty hours, for payroll period then ensuing.

## ARTICLE 24

Sick Leave

Section A

Sick leave shall be earned at the rate of ten (10) working days per year for the benefit of the firefighter when ill or disabled. (Five (5) days on August 1st and five (5) days on February 1st) A "working day" for the purposes of sick leave constitutes a twenty-four hour period.

Section B

Each firefighter may accumulate sick leave to a maximum of One Hundred Sixty-Five (165) work days.

Upon retirement or separation from the department firefighters shall be reimbursed for any unused sick time with a maximum cap of one hundred sixty (160) hours at their regular rate of pay. In the event of death, such benefit shall be paid to the firefighter's beneficiary.

Effective in 2020, 160 hours will increase to 200 hours. Effective in 2021, 200 hours will increase to 250 hours. Effective in 2022, 250 hours will increase to 300 hours. Effective in 2023, 300 hours will increase to 350 hours.

Section C

To be entitled to sick leave, firefighters must notify the Chief or his designee at least three (3) hours prior to the commencement of their scheduled work shift, except in cases of emergency.

Section D

Abuse of sick leave privileges shall be grounds for disciplinary action.

Section E

Sick leave may not be used for an illness or injury resulting from employment other than with the Fire Department of the City of Rensselaer. Sick leave may not be used for 207-a injury resulting from employment with another fire department.

Upon use of any sick leave having a duration in excess of one (1) day, the Chief may require that the employee provide written documentation from a physician, obtained at the

firefighter's expense, substantiating the illness or injury; however, in those instances where there is reasonable cause to believe that an abuse of sick leave has occurred, the Chief may require additional medical documentation at any time to be obtained at the employee's expense. The Chief may require additional medical documentation to be furnished periodically for any use of sick leave in excess of two (2) days.

Except in cases of emergency, the firefighter may not charge sick leave unless proper notice has been given to the Chief or his designee at least three (3) hours prior to the commencement of the employee's tour of duty.

Section F

The firefighter shall be allowed to use up to three (3) unused sick days from the preceding year designated as personal leave. The leave shall be allowed so as not to exceed the maximum number of employees allowed on leave in each week. Said time shall be requested at least 48 hours in advance, and must be approved by the Chief or his designee. A request shall be made in writing on or before the first pay period in July of each year to convert such sick leave to personal leave. Once converted, the leave must be used in a 12 or 24 hour block, and must be used within the calendar year, or the firefighter loses such leave.

Section G

The employer agrees to a sick leave incentive using the following schedule:

| | **2018-19** | **2019-20** | **2020-21** | **2021-22** | **2022-23** | **2023-24** |
|---|---|---|---|---|---|---|
| 0 | $800 | $950 | $1,050 | $1,100 | $1,150 | $1,200 |
| 1 | 600 | 750 | 850 | 900 | 950 | 1,000 |
| 2 | 400 | 550 | 650 | 700 | 750 | 800 |
| 3 | 300 | 450 | 550 | 600 | 650 | 700 |
| 4 | 250 | 350 | 500 | 550 | 600 | 650 |
| 5 | 0 | 0 | 0 | 0 | 0 | 0 |

The employer agrees to issue this incentive the first pay period following the conclusion of the calendar year (i.e. the first paycheck in January).

## ARTICLE 25

Training

Section A

All outdoor training will cease when the temperature reaches 85 degrees or drops below 32 degrees. Also, all outdoor training will cease when raining, or threat of thunder and lightning or other dangerous condition.

Section B

All training will cease at 1200 hours, for the dinner hour.

Section C

Firefighters will be trained to the NYS minimum firefighting standards prior to being assigned any firefighting duties.

## ARTICLE 26

Hours of Employment and Minimum Staffing

The basic work week for all members of the Department will be forty (40) hours. The Department will be made up of four (4) platoons of firefighters. A normal platoon will work a shift or tour of duty, consisting of a twenty-four (24) hour shift and will normally be off for the next seventy-two (72) hours. This work schedule is better known as the one (1) on and three (3) off schedule. The firefighter has the option to swap shifts or work overtime which may NOT allow for the seventy-two (72) hours off between shifts. The Chief also has the right to move firefighters to other shifts for the safety or betterment of the fire department, which may not allow the firefighter the seventy-two (72) hours off between shifts.

Commencing in January 2020 the City will begin staffing the Rensselaer Fire Department with a minimum of 18 firefighters and/or officers. All future vacancies below 18 will be filled as soon as possible. The 16 most senior firefighters and/or officers will be assigned to a permanent shift (A, B, C or D). For the purposes of this section any future firefighters whose seniority is above 16 and not divisible by 4 (i.e. 20, 24, 28, etc.) will be called Roving firefighters. When an even number of firefighters is reached and divisible by 4, each firefighter will then have a permanent shift and no longer will be Roving. After the 17th and 18th firefighters complete their probation period, all shifts will have a minimum daily staffing level of 4 firefighters and/or officers per day. If this process is not completed by June 1, 2020 the minimum shift staffing levels will be bumped to a minimum of 4 firefighters and/or officers

per day. The Chief will have the ability to move Roving firefighters one shift forward or one shift backwards to cover openings as outlined below.

Roving members will be assigned a shift with the complete understanding that their schedule may change at the chief's discretion with 28 days' notice to cover scheduled time off (i.e. vacation, military, long-term sick, long-term injury and personal days scheduled 35 days or more in advance).

For purposes of this Article – "Days" shall be defined as "Calendar Days".

Roving members cannot be used to cover personal days if requested within the 28-day time frame of their schedule, as allowed by our CBA, unless it is on the shift they are already assigned to or the Roving firefighter wants to move for their benefit.

In the case of an extenuating or long-term circumstance (i.e. member death, extended military time or member's injury) the shift change may be less than 28 days but not less than 7 days. In this case, the Chief has the ability to move the Roving firefighters to the open positions. The city agrees to accommodate the Roving firefighters' scheduled time off already in place, by scheduling other firefighters and/or officers to work to keep the staffing level at 4 firefighters and/or officers per day.

Roving firefighters will have their Kelly day on the same rotation as their regularly scheduled shift (every 21 work days) or the day that they are assigned to within the 3 days of the original Kelly day date.

Roving firefighters will work the same amount of days as their original assigned shift each pay period. Any hours worked by the Roving firefighters beyond the same number of hours as their regular shift counterparts will be compensated at their current overtime rate.

The minimum staffing established by this agreement does not constitute a no-layoff or job security clause that guarantees members employment for the duration of this agreement. The minimum staffing established by this agreement is being agreed to preserve the health and safety of bargaining unit members.

## ARTICLE 27

### Vacant Positions

Vacant permanent positions will be filled with a permanent full-time fire fighter, in the sole discretion of the employer, from the Civil Service list as soon as feasible, and in accordance with Civil Service Law.

Notwithstanding the foregoing, and in compliance with Article 10, Section B of this Agreement, at the discretion of the Chief or his designee, the employer may provide job coverage for any and all overtime (with the exception of Kelly Days).

## ARTICLE 28

Management Rights

Except as expressly limited by statute or by other provisions of this Agreement, the employer has and retains the right and responsibility to take whatever actions may be necessary to carry out the mission of the Fire Department.

Such rights and responsibilities include, but are not limited to the following:

A. To determine the mission, purposes, objectives and policies of the department.

B. To determine the standard of services to be delivered by the Fire Department.

C. To determine the facilities, methods, means and number of personnel required for the conduct of the Fire Prevention and Fire Fighting program.

D. To hire, promote, transfer, assign, reassign and retain employees.

E. To discipline or discharge employees in accordance with law and the provisions of this Agreement.

F. To direct, deploy and use the work force to maintain the efficiency of the Fire Department.

## ARTICLE 29

Personal Property Replacement

The City agrees that if any permanent firefighter of the Fire Department, covered under this Agreement, sustains damage or destruction of property, said property shall be repaired or replaced by the employer to the extent not covered by insurance.

Provided, however, that the employer shall be responsible only for reasonable reimbursement and only for damage and/or destruction actually incurred in the course of employment. All firefighters are on notice that due to the nature of their job duties, that jewelry or other inappropriate clothing should not be worn and will not be reimbursed.

## ARTICLE 30

Pensions

All firefighters covered under this Agreement, shall be enrolled in the New York State Policemen's and Firemen's Retirement System. Each firefighter, covered by this Agreement, shall have the following plan as set forth by the New York State Policemen's and Firemen's Retirement System:

**Plan 375 G** – this is a twenty-five (25) year at age fifty-five (55) years retirement plan with a 1/60th option for every year worked beyond twenty-five (25) years to a maximum of 5/60ths.

**Plan 384(d)** – this is a twenty (20) year at any age retirement plan with a mandatory retirement at age 62.

**Plan 384(e)** – The employer will offer the 1/60th salary option set forth in RSSL Section 384-e to all firefighters no cost to the firefighter. This is a twenty (20) year at any age retirement plan with a 1/60th option for every year worked beyond twenty (20) years. This plan has a mandatory retirement age of 62.

Tier V – Firefighters hired after January 9, 2010 will be offered the new Tier V retirement benefit.

Tier VI – Firefighters hired and joined the New York State Retirement System on or after April 1, 2012 will be offered the new Tier VI retirement benefit.

## ARTICLE 31

Labor-Management Committee

There shall be a labor-management committee consisting of three (3) union representatives and three (3) employer representatives. The committee may meet on request of either party and at least once a quarter, except by mutual waiver, to discuss all matters of mutual concern. The committee shall have the authority to make recommendations to the union and the employer.

Any agreement reached as a result of the Labor-Management process shall be reduced to writing and signed by both parties.

Upon ratification of this Agreement, the committee shall meet as soon as feasible to develop a book of procedure of Fire Department policies and requirements to be formulated for both paid and volunteer apparatus operators.

## ARTICLE 32

Family and Medical Leave of Absence Policy

Purpose:

To outline the conditions and procedures under which an employee may be eligible for time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA").

Definition:

1. "Family and/or medical leave of absence" shall be defined as an approved absence available to eligible firefighters for up to twelve weeks of leave per year under particular circumstances. Leave may be taken:

- Upon birth of the employee's child;
- Upon placement of a child with the employee for adoption or foster care;
- When the employee is needed to care for a child, spouse, or parent who has a serious health condition;
- When the employee is unable to perform the essential functions of his/her position because of a serious health condition;
- When the employee is needed due to a qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or called to active duty status; or
- When the employee is needed to care for a covered servicemember with a serious illness or injury.

Note that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the twelve (12) month period beginning on the date of birth or placement unless the employer permits a longer time.

*NOTE: That an employee is entitled to twenty-six (26) weeks of leave per year to care for a covered servicemember with a serious injury or illness.

2. A "serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

a. Any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or

b. Any period of incapacity that requires absence from regular daily activities of more than three days and that involves continuing treatment by (or under supervision of) a health care provider.

3. "A covered servicemember" will be defined as the employee's spouse, son, daughter, parent, or next of kin who is either:

a. A current member of the armed forces (including a member of the National Guard or Reserves), who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or

b. A veteran who was a member of the armed forces (including National Guard or Reserves), was discharged or released under conditions other than dishonorable, and was discharged within 5 years of the date the employee takes FMLA leave to care for him/her, and is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

4. "A qualifying exigency" will be defined as any activities that involve (but may not be limited to) the following:

a. Short-notice deployment;
b. Military events and related activities;
c. Child care and school activities;
d. Certain activities related to the care of the servicemember's parent;
e. Financial and legal arrangement;
f. Counseling;
g. Rest and recuperation;
h. Post-deployment activities; and/or
i. Any additional activities agreed to by the employee and Employer.

5. "Leave" time may be paid or unpaid, see discussion below.

Responsibility:

The Fire Chief is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this Policy shall be directed to the Human Resources Director.

Scope:

The provisions of this policy shall apply to all covered family medical leaves of absence for any part of the twelve (12) or twenty-six (26) weeks of leave to which the employee may be entitled.

Eligibility:

To be eligible for leave under this policy, a firefighter must have been employed for at least twelve (12) months and must have worked at least 1,250 hours during the twelve month period immediately preceding the commencement of the leave.

Leave of Absence: Paid or Unpaid:

An eligible employee will be required to use any and all paid leave to run concurrently with FMLA leave. In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this Policy will be unpaid.

Extension of Leave:

In the event an employee requires leave in excess of the twelve (12) or twenty-six (26) week maximum described herein, the Fire Chief, at the Fire Chief's discretion and in consultation with the Mayor, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

Permission and Documentation:

The City will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the essential functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The City may require a second medical opinion and obtain periodic re-certifications (at its own expense) only when the City has reason to doubt the initial medical certification. If the first and second opinions differ, the City, at its own

expense, may require the binding opinion of a third health care provider, approved jointly by the City and the employee.

The City will require certification to support a claim for leave due to a qualifying exigency. The certification must include the frequency or duration of the qualifying exigency, written documentation confirming a covered servicemember's active duty or call to active duty status in support of a contingency operation, and any available written documentation which supports the need for leave.

The City will require certification to support a claim for leave due to a serious injury or illness of a covered servicemember. The certification must include written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty, that the covered servicemember is undergoing treatment for such injury or illness, the care to be provided to the covered servicemember and an estimate of the leave needed to provide the care.

If necessary for a serious health condition of the employee or his/her spouse, child or parent, due to a qualifying exigency, or to care for a seriously injured or ill servicemember, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

Spouses who are both employed by the City, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

Notification and Reporting Requirements:

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the City. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

Coverage:

Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period. However, an employee has a right under the FMLA for up to 26 weeks of leave in a single twelve (12) month period to care for a covered servicemember with a serious injury or illness.

The City may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the firefighter's own serious health condition.

Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any negotiated firefighter contributions, which must begin prior to family leave) under which they were covered prior to their leave.

In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the City, the City may recover from the employee the cost of the premium made to maintain the employee's health insurance coverage.

Procedures:

Completion of Request for Family and Medical Leave of Absence Notice:

In the event the employee is requesting a Family and Medical Leave of Absence, a Notice Form must be completed by the employee and Fire Chief in detail, signed by the employee, submitted to the Fire Chief, and forwarded to the Human Resources Department/Payroll for review and final approval. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

1. The date on which the serious health condition commenced;

2. The probability of duration of the condition;

3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of leave to care for a child, spouse or parent, the medical certification should give an estimate of the amount of time that the firefighter is needed to provide such care.

For purpose of leave due to a qualifying exigency, the certification should include the servicemember's active duty orders or other documentation issued by the military that

indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, the dates of the covered servicemember's active duty service, appropriate facts supporting the need for leave, the date on which the qualifying exigency commenced or will commence and the end date, and the appropriate contact information if the exigency involves meeting with a third-party.

For purpose of leave to care for a seriously injured or ill servicemember, the certification should include written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty, that the covered servicemember is undergoing treatment for such injury or illness, the care to be provided to the covered servicemember and an estimate of the leave needed to provide the care.

For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the essential functions of his/her position.

In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

FMLA leave must be designated by the City where the City has knowledge or sufficient reason to believe that the employee is eligible for such leave.

Return to Duty:

An employee returning from leave as covered by this policy is entitled to the same position held when leave began.

Change in Policy:

The City and Union will negotiate any change to this policy unless precluded by law.

## ARTICLE 33

### Due Process Hearing Procedure

Where, because of statutory mandate (i.e., Section 71 and/or 73 of the New York State Civil Service Law) or judicially imposed mandate, the Employer is required to hold a due process hearing, the procedure utilized by the Employer shall be as follows:

1. The Employer and Union will mutually appoint an arbitrator or hearing officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award.

2. If the parties are unable to agree on an arbitrator, PERB will be contacted and in all cases, the rules of PERB shall apply.

3. This Article shall not apply to administrative matters, including, but not limited to grievances and arbitrations.

## ARTICLE 34

Apparatus, Maintenance and Inspection

Fire apparatus (including aerial apparatus) currently employed for use by members of the Fire Department covered by this Agreement shall receive an annual safety and function test by an independent service facility or inspection point chosen by the City. All manufacturers' guidelines with respect to safe operation will be adhered to.

All general maintenance shall be performed in accordance with manufacturers' guidelines and shall be by qualified people chosen by the City.

## ARTICLE 35

Sanitation, Supply, and Upkeep

The City is responsible to pay for all sanitary and cleaning supplies.

## ARTICLE 36

Education

Effective 8/1/99, the City agrees to budget money to be available to a firefighter for educational courses, as follows:

a. The educational course cannot be in pursuit of a college degree.

b. A request for a course must be in writing to the Chief and copied to the Chairman of the Board of Public Safety.

c. The course must be pre-approved by the Chief.

d. The firefighter must prove satisfactory completion of the course.

e. The courses taken by the firefighter must pertain to work as a firefighter.

f. The firefighter must take the course on his own time.

g. The City shall budget $1,000.00 annually for the purpose of paying tuition fees only. Any monies not used do not get carried over to the next year.

h. When the money is exhausted, such request to take courses shall be denied, and the firefighter shall have no recourse.

i. This Article does not apply to EMT certification.

## ARTICLE 37

Procedure for the Administration of 207-a of the General Municipal Law for the City of Rensselaer

Section 1. Intent

(a) In order to insure that determination arising by virtue of the administration of the provisions of Section 207-a of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the City of Rensselaer, and the public, the following procedure shall be utilized to make determinations in regard to benefits authorized by Section 207-a.

(b) This procedure is intended to be a supplement to the express language of Section 207-a of the General Municipal Law and it is not intended to reduce any benefits pursuant to Section 207-a of the General Municipal Law.

(c) The term "firefighter" as used herein, shall include all sworn members of the Fire Department who perform firefighter duties.

Section 2. Notice of Disability or Need for Medical or Hospital Treatment

(a) A firefighter who claims a right to benefits under Section 207-a 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 to the Chief or his designee, within ten (10) workings days of when the firefighter reasonably should have known that the illness or injury would give rise to the claim on the form which is made a part of this procedure.

(b) The firefighter shall provide authorization for the employer to obtain copies of his medical records from his treating physician or health care provider and the employer will provide the firefighter, without cost, a copy of the records and reports produced by any physicians or other experts who examine the firefighter on behalf of the employer.

Section 3. Status Pending Determination of Eligibility for Benefits

(a) The firefighter shall be placed on sick leave pending determination of his eligibility for Section 207-a benefits. The determination shall be made within the time provided in Section 4 of this procedure. If the firefighter has no available sick leave he may use vacation, personal leave, or compensatory time to remain on the payroll. In the event that a timely determination is not made, the firefighter shall be continued in pay status until a determination is made. Time spent on the payroll beyond the initial date for making a determination shall not be charged to the firefighter if it is determined that he is ineligible for the 207- a benefit.

(b) In the event that it is determined that the firefighter is entitled to Section 207-a benefits, the employer shall credit back to him all leave which he expended prior to the determination.

(c) In the event that it is determined that the firefighter is not entitled to Section 207-a benefits, he will be permitted to use sick leave, vacation, personal leave, and compensatory time provided he remains medically unable to perform the duties of his position.

Section 4. Benefit Determinations

(a) The employer shall promptly review a firefighter's application for Section 207-a benefits and shall determine his eligibility within fifteen (15) working days after the Chief receives the application.

(b) In determining the application the employer may require a more detailed statement from the firefighter than that contained on the application. The employer may take statements from witnesses and may send the firefighter to an industrial/occupational physician or physicians of its choice for examination at the employer's expense.

(c) The determination of the employer will be made in writing to the firefighter, setting forth the basis for the determination. In the event that the application is denied, the employer will simultaneously provide the firefighter, without cost, a copy of all medical information produced or acquired by it, in connection with the firefighter's application and determination for Section 207-a benefits. The employer will continue to provide the firefighter with additional medical information subsequently produced or required.

Section 5. Light Duty Assignments

(a) Assignments to Light Duty-On the Job Illness or Injury

As authorized by the provisions of Subdivision 3 of Section 207-a, the Department, acting through the Chief or his designee, may assign a disabled firefighter specified light duties (See Section 5 subparagraph d), consistent with his/her status as a firefighter. The Chief or his designee, prior to making a light duty assignment, shall advise the firefighter receiving benefits under Section 207-a that his/her availability to perform light duty assignment is being reviewed. Such a firefighter may submit to the Chief or his designee, any document or other evidence in regard to the extent of his/her disability. The Chief or his designee may cause a medical examination or examinations of the firefighter to be made at the expense of the employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and 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. Upon review of the medical assessment of the firefighter's ability to perform a proposed light duty assignment and other pertinent information, the Chief or his designee, may make a light duty assignment which must be consistent with medical opinion and such other information as he or she may possess. Except as provided below, a firefighter ordered to light duty shall either comply with the order or have the benefits of Section 207-a temporarily discontinued until a determination is made pursuant to Section 7 of this procedure with regard to the firefighter's physical ability to perform the light duty assignment.

(b) If a firefighter believes he cannot do some or all the duties specified on the light duty assignment, he must notify the Chief or his designee within 48 hours of receipt of the light duty assignment order of such dispute. Otherwise, he must report to work as ordered and perform the specified light duties. If he disputes the light duty assignment, within ten (10) calendar days of receiving the light duty assignment order, he must submit a written medical opinion to the Chief in support of his challenge to the light duty assignment order. If he submits such opinion, he may not be assigned to any or all of the duties which his medical opinion disputes until the dispute is resolved by a third doctor, mutually agreed upon by the Association and the City. The cost of third doctor will be split between the City and the Association.

(c) At the discretion of the City, firefighters who are sick or injured off the job may be assigned to light duty in the same manner as firefighters receiving 207-a benefits.

(d) Examples of light duty assignments are listed under "Task Descriptions" in Appendix "D" entitled Rensselaer Fire Department Light Duty Form".

(e) It is understood that assignment to light duty is in the nature of a "make work" assignment and that a firefighter so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

(f) Nothing contained herein shall require the City of Rensselaer or its Fire Department to create light duty assignments.

Section 6. Termination of Benefits

(a) Benefits provided by Section 207-a of the General Municipal Law shall terminate upon the firefighter being retired pursuant to a service retirement, an accidental disability retirement, or a performance of duty disability retirement, as set forth in the Retirement and Social Security Law.

(b) Any other termination will be subject to review pursuant to Section 7 of this Procedure. Such other termination includes termination pursuant to law, i.e., the injury ceases, the firefighter refuses light duty, the firefighter has outside employment, etc.

Section 7. Dispute Resolution Procedure

In the event that the employer denies an application for Section 207-a benefits, seeks to discontinue Section 207-a benefits, or there is a dispute about whether a firefighter is capable of performing a specific light duty assignment not subject to 5(b) above, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The party seeking to utilize this Dispute Resolution Procedure shall file a demand for Arbitration. The determination of the arbitrator shall be final and binding on the employer and the firefighter, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitration equally.

Section 8. Disability Retirement

Consistent with Section 207-a, the employer may file an application on the firefighter's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick firefighter who shall refuse to permit a medical inspection in connection with such an application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived his rights under Section 207-a with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

Section 9. Continuation of Contract Benefits

While on leave pursuant to Section 207-a, for a period of 90 days or less, a firefighter shall continue to accrue all economic fringe benefits provided by the Collective Bargaining Agreement. After 90 days in any calendar year or continuous period of time, the firefighter receiving 207-a benefits shall be entitled to the payment of salary and longevity.

Medical Release

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 City of Rensselaer, New York, or its duly authorized representative, with any and all medical and billing information which may be required regarding my past or present physical condition related to [specific injury, illness or body part] and treatment rendered therefore.

_____

Signature of Firefighter

_____

Printed Name of Firefighter

_____

Date

New York State Police and Fire Retirement System
Office of the New York State Comptroller100 State Street
Albany, New York 12207

To: The Comptroller of the State of New York

In compliance with Section 363 and 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 City of Rensselaer Fire Department, 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

City of Rensselaer Fire Department General Municipal Law Section 207-a Application

1. _____
   Name of Firefighter
2. _____
   Address
3. _____ 4. _____
   Telephone Number Age DOB
5. _____
   Name of Supervisor
6. _____
   Current Job Title
7. _____
   Occupation at Time of Employment
8. _____
   Length of Employment
9. _____ 10. _____ 11. _____
   Date of Incident Day of Week Time
12. a. _____
    Name of Witness(es)
    b. _____
    c. _____
13. a. _____
    b. _____
    c. _____

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

_____
_____
_____
_____

15. Where did the incident occur? Specify.

_____
_____

16. 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.)

_____
_____
_____

_____

_____

_____

_____

17. When was the incident first reported?_____
    To Whom?_____ Time?_____
    Witness (if any)_____ Time?_____
18. Was first aid or medical treatment authorized?_____
    To Whom?_____ Time?_____
19. Name and Address of attending Physician

    _____
20. Name of Hospital

    _____
21. State nature of injury and part or parts of body affected

    _____
22. Will the firefighter be returning to duty_____
    When?_____

_____

_____
Date of Report

_____, New York _____

cc: Board of Public Safety & Common Council

State of New York:
County of Rensselaer: ss.:

_____ being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes to be true; any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this _____ day of _____, 2__

Notary Public-Commissioner of Deeds

_____

## ARTICLE 38

Medical Evaluations and Respiratory Protection Program

Purpose:

The following policy is promulgated pursuant to section 1910.134 of the Occupational Safety & Health Administration (OSHA) regulations. (A copy of all applicable OSHA regulations is appended hereto as Exhibit A.) Its purpose is to establish and implement a written respiratory protection program for all firefighting personnel employed by and with the City of Rensselaer Fire Department ("Department").

Employees covered:

Pursuant to sections 1910.134(e), 1910.120(f)(2) and 1910.156(b)(2) of the OSHA regulations (see Exhibit A), all uniformed employees of the Department will be required to complete a medical evaluation form to determine their physical ability to use a respirator. (See Exhibit B). Employees exempt from this requirement are:

A. Those out of work pursuant to General Municipal Law 207-a; or
B. Those out of work for an extended sick leave period (30 days or more),
C. Those out of work due to Workers Compensation Disability.

The above-referenced employees must complete a medical evaluation prior to their return to work if the Fire Chief feels it is necessary.

Medical Evaluation:

The Department will provide a medical evaluation to determine a firefighter's ability to use a respirator prior to being fit tested or required to use a respirator. Prior to any such medical evaluation being administered all employees, as referenced under the Purpose section of this policy, will complete the OSHA respirator medical evaluation questionnaire attached hereto. (Exhibit B) [Section 1910.134(e)(1).]

Administration and Procedure:

A. At the time this Policy is being adopted, parties have agreed that the City's Physician will perform the medical evaluations using the medical questionnaire referenced in the medical evaluation section, above, and/or by an initial medical examination.

B. The medical questionnaire (Part A only), and/or examination shall be administered confidentially during the employee's normal working hours. No employee shall

be required to complete a medical questionnaire or submit to an examination while not on active duty. The medical questionnaire shall be administered in a manner that ensures that the employee understands its content. [Section 1910.134(e)(4)(I) and (ii)].

C. The employee will deliver his/her completed evaluation form to the office of the City Physician, who will then schedule an initial examination.

D. The City Physician may/will perform a follow-up medical examination on any employee who responds to the positive to any of the questions 1 through 8 in Section 2, Part A of the questionnaire or whose initial medical examination demonstrates the need for a follow-up medical examination. The follow-up medical examination shall include any medical test, consultation or diagnostic procedure that the City Physician deems necessary to make a final determination as to the employee's ability to use a respirator. [Section 1910.134(e)(3)(I) and (ii).]

E. In the event that a firefighter or fire officer is contacted for a follow-up medical examination, the employee will make an appointment with the City Physician without delay. The appointment with the City Physician will be scheduled during the employee's regular duty time. Notwithstanding the confidential nature of the follow-up examination, the employee must notify the Department of the appointment to maintain staffing requirements.

<u>Costs</u>

A. The City will pay for the initial medical evaluation and any follow-up examinations performed by the City Physician.

B. The City is responsible only for the initial evaluation and follow-up examination, unless it is determined that the condition is covered by 207-a, workers compensation or other legal or contractual obligation of the City.

<u>Determination</u>:

In determining a firefighter's ability to use a respirator, the Department shall obtain a written recommendation from the City (see Exhibit C) which shall provide the following information only: [Section 1910.134(e)(6),(i),(i)(a),(i)(b), and (i)c).]

A. That the employee is medically able to perform his or her duties while wearing a respirator;

B. Any limitations on respirator use related to the condition of the employee, including whether or not the employee is medically able to use the respirator;

C. The need, if any, for follow-up medical evaluation(s); and

D. A statement that the City physician has provided the employee with a written copy of their recommendation.

Re-examination:

If the examination by the City Physician reveals that a firefighter is medically unable to perform firefighting duties with a respirator, then he/she will be subject to re-examination by the City Physician or a physician selected by the employee. All re-examinations will be scheduled within ten working days from the receipt by the City of the firefighter's results. The City may extend this period. It is the responsibility of the employee to keep the Department aware of all scheduled appointments, examination and tests.

In the event that the employee's physician disagrees with the findings of the City Physician concerning the employee's ability to perform his/her duties with a respirator, the employer and employee will agree on a third physician to perform a retest, and the physician's conclusions will be binding upon the parties.

Examination Failure:

In the event a firefighter fails the medical examination, he/she will be temporarily relieved of his/her duties and have available to him/her, or the designated Union representative, the following non-exclusive precluded options:

A. Use accrued, paid leave time, including sick leave and other paid leave until he/she can successfully pass a follow-up examination.

B. Apply for 207-a leave and/or Workers Compensation and/or retirement, per the Department's policy regarding administration of the same.

C. If all paid leave time (Sick leave, Longevity, Personal Leave, Vacation, etc.) has been exhausted, a request to the Board of Public Safety may be made for a one time extension of paid leave time not to exceed three months; such request shall not be unreasonably denied.

* * D. If all paid and unpaid leave has been exhausted, and the employee remains unable to pass the second medical examination, the City shall have the right to pursue a proceeding under Section 72 of the Civil Service Law in compliance with the law. The employee shall have the right to have this decision reviewed by a judicial review.

E. At the City's option, and if the employee is medically capable, he or she may be offered a modified assignment, consistent with his/her status as a firefighter. The employee

will be provided a duty statement. (See "Task Description" which is part of Appendix "D", attached).

Confidentiality of Medical Records:

All medical records/information will remain with the City's Physician or the employee's personal physician, and will be kept confidential in accordance with OSHA regulations and other applicable laws. The only information that will be made to the Department will be the recommendations as listed in the Determination paragraph above.

The medical reasons for not certifying a firefighter as medically Able to use a respirator will not be communicated to the Department. The City Physician or the personal physician of an employee will not disclose or disseminate any information regarding a firefighter's medical evaluation, medical examination or follow-up medical examination to any individual without first obtaining a written release form from the affected employee.

The Department will be entitled to and maintain two form letters, as identified in Exhibit C, as well as documentation referenced in the Determination paragraph above. These records will be maintained in a confidential manner and only the Chief or his designee will have access to them. Employees covered under this policy will have access to their own records.

Employees who have utilized the City Physician may at their request, receive a copy of their medical evaluation, at no cost to the employee.

Periodic Evaluations:

The City Physician or an employee's physician will make the determination as to when the next evaluation will take place. The time frame may be up to three years, but in no circumstances will it be longer than three years.

Amendments:

The exhibits made hereto and made part of this procedure may from time to time be modified and/or amended pursuant to current OSHA regulations, provided, however, that before any changes or amendments are made, the Department and Union will discuss and agree to same in writing.

Notification and Time Frame:

The initial evaluations required by this Policy will be scheduled as soon as reasonably possible.

Refusal:

Any member of the Department who refuses to complete the medical examination, or submit to any follow-up exams may be subject to discipline, up to and including discharge, for "refusing a direct order."

Exhibit A – OSHA Regulations

Exhibit B – Medical Questionnaire

Exhibit C – Medical Approval/Disapproval

## ARTICLE 39

Substance Abuse Policy

CITY OF RENSSELAER FIREFIGHTERS' DRUG AND ALCOHOL POLICY

PURPOSE:

1.1. The purpose of this policy is to establish the fire department policy regarding rules governing drug and alcohol testing for firefighters in the City of Rensselaer ("City"). As an employer, the City maintains a strong commitment to provide a safe, efficient work environment for its firefighters and the public they serve. This policy is based upon the City's policy and practice of prohibiting the use of alcohol and drugs on the job.

PROGRAM REQUIREMENTS:

2.1 Participation as a Condition of Employment:

All current City firefighters must participate in the drug and alcohol-testing program described herein. Failure to participate in, and comply with, any and all program requirements may result in disciplinary action by the City up to, and including, termination of employment.

2.1 Prohibited Behavior:

It is the policy of the City that:

a. No firefighter shall use, sell, distribute, dispense, possess, or manufacture any alcoholic beverages, illegal drugs or any other intoxicating or controlled substance on a job site or on City property while on duty;

b. No firefighter shall report to work unfit for duty at the beginning of a shift or upon returning from any break, lunch, or rest period as a result of consuming alcohol, illegal drugs, or any other intoxicant or controlled substance.

2.3 Circumstances for Testing:

This policy requires that drug and alcohol tests be given to City firefighters in the following manner:

supported by the purchase, sale or possession of alcohol or drugs, unexplained changes in the firefighter's behavior or work influence of alcohol or drugs. Reasonable suspicion must be performance, an observed impairment of the firefighter's ability to perform his/her duties, or other objective criteria such as the odor of alcohol, slurred

speech, staggering or impaired gait or other behavioral indicators as taught to the Chief.

a) Reasonable Suspicion Testing:

Reasonable suspicion that a firefighter may be abusing drugs and alcohol exists when objective facts and observations are brought to the attention of the Fire Chief by City personnel and, based upon the reliability and weight of such information, as well as the Chief's own observations he can reasonably infer or suspect that a firefighter may be under the

2.4 Behavior that Constitutes a Refusal to Submit to a Test:

The following actions or behaviors shall constitute a refusal to submit to a required test:

a. Refusal to take the test;

b. Inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation;

c. Tampering with, or attempting to adulterate the specimen or collection procedure;

d. Failure to report to the collection site without reasonable excuse.

2.5. Testing Procedures:

a. Drug Testing:

Drug testing is conducted by analyzing the firefighter's urine specimen. Specimens are collected in an off-site facility that must meet the requirements of Appendix "A", and must be certified by the National Institute on Drug Abuse (NIDA) and Department of Health and Human Services, to assure privacy and the integrity of the specimen collection process. The firefighter provides a urine specimen, which is sealed and labeled by an authorized agent of the testing organization. A chain of custody document is completed and the specimen is shipped to a certified laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification, and integrity are not compromised.

This policy expressly provides that collection protocol will include split specimen techniques. Each urine specimen is sub-divided into two (2) containers labeled as primary and split specimen. Both specimens are forwarded to a laboratory that is certified by both the National Institute on Drug Abuse (NIDA) and the Department of Health and Human Services (DHHS). Only the primary specimen is used in the urinalysis. The split specimen remains sealed and stored unless, and until, it is required for confirmation of a positive test.

An initial screening test is performed. If the test is positive for one or more drugs, then a confirmation test is performed for each identified drug using a gas chromatography/mass-spectrometry (GC/MS) analysis. GC/MS confirmation ensures that over-the-counter medications are not reported as positive results.

If the analysis of the primary specimen confirms the presence of controlled substances, then the firefighter has seventy-two (72) hours to request that the split specimen be sent to another National Institute on Drug Abuse (NIDA) and Department of Health and Human Services (DHHS) certified laboratory for analysis. The split specimen procedure may provide the employee with an opportunity for a second opinion. All drug test results are reviewed and interpreted by the City Physician and/or Medical Review Officer (MRO), before they are reported to the City.

If the laboratory reports a positive result to the MRO, then the MRO contacts the firefighter and conducts an interview to determine if there is an alternative medical explanation for the presence of a controlled substance in the specimen. If the firefighter provides appropriate documentation and/or the MRO determines that there is a legitimate medical use of the prohibited drug, then the test result is reported to the City as a negative.

Urine specimens are analyzed for the following drugs;

Marijuana (THC metabolite)
Cocaine
Amphetamines
Opiates (including heroin)
Phencyclidine (PCP)

b. Alcohol Testing:

Alcohol testing is conducted using evidential breath testing ("EBT") devices approved by the National Highway Traffic Safety Administration ("HTSA"). A breath alcohol technician ("BAT") trained in the operation of the EBT and in the alcohol testing procedure prescribed by the rules must perform the breath test. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. Any result from the screening test is considered negative if the alcohol concentration is less than 0.04. If the alcohol concentration is 0.04 or greater, then a confirmation test must be conducted. The firefighter and the BAT complete the alcohol testing form to ensure that the results are properly recorded.

The confirmation test must be conducted using an EBT that prints the results, date, time, in sequential test numbers, and the name and serial number of the EBT to ensure the reliability of the results. BATs shall conduct the EBT employed by drug and alcohol testing organization under contract with the City. Agents of the City shall not perform the breath alcohol test.

Initial alcohol screening shall be conducted by a breath alcohol technician using an individually sealed mouthpiece opened and attached to the EBT. The employee will be asked to blow forcefully into the mouth piece for at least six seconds, or until the EBT indicates that an adequate amount of breath has been obtained. If the employee states that he/she does not have sufficient air capacity, he/she shall be sent immediately for a medical evaluation for verification of the claim. Absence of verification shall be considered a refusal. If the result of the screening is an alcohol concentration of greater than 0.04, a confirmation test will be performed between 15 and 20 minutes after the completion of the screening test. Prior to the confirmation test, the EBT will be cleaned and a new mouthpiece will be used.

c. Confidentiality of Test Results:

The City, the drug-testing laboratory, the alcohol testing facility, and the medical review officer ("MRO"), shall maintain the firefighter's alcohol and drug testing results and records under strict confidentiality. The results cannot be released to any other party, except a substance abuse professional, without written consent of said firefighter.

d. Testing Program Costs:

The employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved for the MRO. The employer shall reimburse each employee for their time and expenses including travel incurred involved in the testing procedure only.

2.6 Positive Test Results:

All positive test results will be reviewed and verified by the MRO. The MRO shall examine alternate medical explanations for a positive test result. Pursuant to this responsibility, he/she may conduct a medical interview with the individual who may be accompanied to the interview by an attorney and/or a union representative, review the individual's medical history or review any other relevant biomedical factors. Members of the department who test positive for the use of drugs and alcohol, and after being interviewed by the MRO, shall be relieved of duty upon the recommendation of the MRO, and will be directly referred to the Employee Assistance Program ("EAP") as described in Appendix "B", in lieu of disciplinary actions being taken.

a) Duty assignment after treatment:

Once an employee successfully completes rehabilitation they shall be returned to their regular duty assignment. Once treatment and follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

b) Voluntarily treatment:

Employees who voluntarily seek treatment for substance abuse under the auspices of the Employee Assistance Program shall notify the EAP of their desire to participate in the program. The employee and the representative of the EAP shall ensure as soon as possible entrance into the program. Any employee who voluntarily seeks treatment shall not be subject to any disciplinary actions.

2.7 Managements Responsibilities:

It is the policy of the City that:

a) A drug and alcohol free workplace shall be maintained through the efforts and personal example of management;

b) The Rules of Conduct set forth in this Alcohol and Drug Policy shall apply to nonunion members, union members and appointed officials;

c) The Fire Chief is responsible for determining through direct observation whether a firefighter is capable of performing his or her assigned duties. Determinations shall be based on specific, contemporaneous, articulable, reliable observations concerning the appearance, behavior, speech, or body odor of the employee;

d) Firefighters who are suspected of being unfit for duty as a result of alcohol or drug use shall be required to undergo reasonable suspicion drug and/or alcohol testing in accordance with this policy;

e) Incidents and behavior described above must be witnessed and documented immediately. The Chief should be consulted and advised of the incident. A firefighter who is impaired should not be allowed to drive home from the work place or the test site. The Chief should arrange to send the unfit firefighter home with a member of the employee's family or friend of the firefighter or in a taxi at the firefighter's expense. If all other alternatives are exhausted, the Chief may allow a firefighter who is unfit for duty to then be driven home in a City vehicle;

f) When the employee is removed from the work place, the position will be filled with additional personnel so as not to decrease the on-duty staffing. The fact than unfit firefighter engaged in prohibited behavior as defined in Section 2.2 above and was not allowed to remain at work or was tested is not considered a disciplinary suspension;

g) The Chief is encouraged to discuss with firefighters any behavior or job performance factors that may indicate the use of drugs, alcohol, or other violations

of this policy and to suggest, when appropriate, that a firefighter seek assistance through the City EAP;

h) Firefighters who make reasonable suspicion determinations must receive training on the physical, behavioral, and performance indicators of probable drug use and alcohol abuse. Such training shall be conducted by the staff of the City's EAP.

2.8 Work-Related Exposure:

The purpose of this section is to protect the firefighters of the City from wrongful action as a result of exposure to illicit drugs and/or controlled substances during the course of their duties. As emergency personnel, firefighters and firefighter/EMTs are sometimes called to emergency scenes where they may inadvertently or unavoidably become exposed to substances, vapors, and/or smoke of a controlled substance (controlled or otherwise) and illicit drugs. In order to protect those employees who are exposed to substances that may or may not show a positive test for drug use, a log book will be maintained at headquarters to properly document such exposures.

This log will document the employee's name, date, time, location of exposure, a brief narrative of how the exposure occurred (i.e. inhalation, absorption, etc.) and whether or not medical attention was sought. This log will be utilized to rule out positive test results due to exposure from employment. The employee is responsible for making such notification and documentation at the earliest opportunity of becoming aware of his potential exposure to such substances. The log book will be kept by the Fire Chief and for each notification made to him a numerical exposure number will be given for that incident. Both the Fire Chief and the employee will sign the log after each entry to insure that the integrity of the log is not compromised.

2.9 Union Held Harmless:

This drug and alcohol testing program was initiated at the request of the Employer. The City assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any workers' rights arising from the administration of the drug and alcohol testing program.

2.10 Changes in Testing Procedures:

The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the Grievance Procedure of this Contract.

APPENDIX "A"
UNITED OCCUPATIONAL MEDICINE
PROCEDURE FOR DOT URINE DRUG COLLECTION

1. Upon arrival at the collection site the collector shall request the donor to present photo identification ("ID"). If no photo ID is available, a Company Representative must verify ID.
2. The donor will be asked to remove any unnecessary outer garments (e.g. coat, jacket) that might conceal items or substances that could be used to tamper with or adulterate his/her urine specimen. Also, all personal belongings (e.g. purse, briefcase) must remain with outer garments.
3. Each donor will be required to sign a VHS Hospital "Consent for Urine Drug Testing."
4. The donor will be instructed to wash and dry.
5. After washing hands, the donor will remain in the presence of the collector and not have access to water fountains, faucets or cleaning agents.
6. At the collection site, toilet bluing agents will be placed in the toilet water, so the reservoir of water is always blue.
   The water supply to the sink will be shut off prior to the collection.
7. The donor may provide a specimen in the privacy of the bathroom.
8. Upon receipt of the specimen, the collector will determine the contents to be at least 45 milliliters to produce a split specimen.
9. Within four (4) minutes after collection, the collector will measure the temperature of the specimen and conduct an inspection to determine the specimen's color and signs of contaminants. Any unusual findings resulting from inspection must be included on the chain of custody form. If the temperature of the specimen is outside the range of 32.5-37.5c/90.5-99.5 F, the specimen may be re-collected under direct observation and both specimens sent to the laboratory. (A donor may volunteer to have an oral temperature taken to provide evidence of fever or abnormally low body temperature). Under direct observation, the individual will have the right to request an observer of the same gender.
10. If a collection bottle was used, the collector, in the presence of the donor, will pour the urine into two specimen bottles. Thirty (30) milliliters shall be poured into one bottle, to be used as the primary specimen. At least 15 milliliters will be poured into a second bottle to be used as the split specimen.
11. Both bottles will be shipped in a single shipping container, together with copies 1, 2, and the split specimen copy of the chain of custody form.
12. If the individual is unable to provide 45 milliliters of urine, the collector will instruct the donor to drink not more than 40 ounces of fluids and, after a period of up to three hours, again attempt to provide a complete sample in a fresh container. The original insufficient specimen will be discarded. If the donor is still unable to provide an adequate specimen, the testing will be discontinued and the employer notified.
13. The donor and the collector will keep the specimen in view at all times prior to sealing and labeling. If for any reason the specimen is transferred to a second container, the collector shall request the donor to observe the transfer of the specimen and placement of the tamper-proof seal over the bottle cap and down the sides of the bottle. The donor must initial the tamper-proof seal.

14. The specimen(s) will be identified by bar code and social security number.
15. The collector will be entered the identification information on the chain of custody form. Both the collector and the donor will sign the form with the identifying information. The specimen will be placed in locked box for storage until courier transport takes place. The collector copy of the chain of custody form will remain at the collection site.

APPENDIX "B"
CITY OF RENSSELAER EMPLOYEE ASSISTANCE PROGRAM

POLICY STATEMENT

Many influences may detract from an employee's ability to perform. The City recognizes that virtually all personal concerns can be successfully dealt with and resolved provided that they are identified at an early stage. These concerns may be caused by physical illness, excessive use of alcohol, drug abuse, family and personal concerns, financial or legal problems, or other behavioral/medical disorders which can result in poor job performance and/or excessive absenteeism.

Therefore, the City has made available to all its employees an Employee Assistance Program ("EAP") that offers counseling and referral services to employees at no charge. The objective of this program is to benefit both the employee and the City by providing professional assistance in a confidential manner to employees who are experiencing any type of personal concern. The on-the-job effects of personal concerns can be minimized and employees can receive meaningful help in improving thou personal life.

This program is part of the City's continuing interest in the well-being of its employees. There are positive workable solutions to the above-mentioned concerns. Successfully EAPs can help restore troubled employees to better physical and mental health. The City and Firefighter's Union agree that providing the means whereby employees are motivated to seek solutions to their personal concerns is not only in their mutual interest as employer and employee representative, but is also a direct benefit to the employees involved, their families, the community, and ultimately to the people we serve.

A.) The EAP has been initiated in order to:
1.) Identify the aforementioned conditions at the earliest possible stage.
2.) Motivate employees and their families to seek help.
3.) Provide for employees to receive the best possible assistance available.

An EAP Coordinating Committee, with broad employee representation will be established to review, monitor and assess the program's overall effectiveness.

B.) The EAP is provided within the following framework:

1.) All records pertaining to the EAP will be kept confidential. No information obtained from or about an employee as a result of his or her participation in the program shall be made available to be used for any purpose unless a "Consent to Release Information" form has been signed by the employee and acknowledged.

2.) The City assures that the decision to seek or not seek assistance through the EAP will in no way be detrimental to an employee's job security or advancement opportunities.

3.) The City's sole interest in personal concerns is strictly limited to the effect of the problems on employee's work performance standards.

4.) It is the responsibility of the employee to meet acceptable work performance standards.

5.) It is the responsibility of supervisors at all levels to implement this policy by remaining alert to all instances of substandard work performance and to bring these to the attention of the employee, along with an offer of assistance, at the earliest indication of a recurrent pattern. Supervisors are not to attempt to diagnose or even discuss the nature of the personal concern responsible for the pattern of poor performance. The EAP will not be used for disciplinary action of any kind against the employee. It is the supervisor's responsibility to evaluate the employee only in terms of work performance.

6.) Sick leave or salary continuance will be provided in accordance with the existing "contract" between the City and the career firefighters' bargaining unit.

Nothing in the Policy Statement or in the EAP is to be interpreted as a waiver of management's responsibility to maintain discipline or the right to invoke disciplinary measures.

APPENDIX "C"
SAMPLE LIFETIME CONTRACT AGREEMENT

In addition to the Collective Bargaining Agreement, the individual stated, shall enjoy the benefits of a separate individual agreement contained herein. The duration of this Agreement is in effect with the individual stated until such employee shall have attained twenty-five (25) years of permanent service and subject to the following:

1.) The employer shall not lay-off, suspend, or terminate the employee stated due to budgetary or financial reasons or due to the abolition or consolidation of programs or positions or for any other reasons except as allowed by sections 75 or 73 of the Civil Service Law.
2.) The employee may, at his option, retire or otherwise leave his employment with the employer as provided by law and subject to the Collective Bargaining Agreement in effect at time of ratification or as it may be amended or superseded in the future.

This Agreement is independent of and shall survive the expiration and or termination of the Collective Bargaining Agreement between the Rensselaer Professional Firefighters, I.A.F.F. Local 2643 and the City of Rensselaer, New York in effect at the ratification of this Agreement, and any subsequent modifications superseding said Collective Bargaining Agreement.

In the event the employer elects to terminate the employment of the employee stated contrary to the terms of this Agreement, or if the employer or another successfully petitions or joins in a petition to a Court of competent jurisdiction to render a final determination that the provisions for employment for the term hereunder are unenforceable and the employer subsequently terminates the employee, then the employer shall pay the employee stated an amount equal to ninety (90%) percent of the base salary at the time of said termination multiplied by the number of years remaining until such time as the employee would have attained the mandatory retirement age applicable to him or would have attained the age or performed the period of services specified by law for the termination of his service if employment had continued. For the purposes of this paragraph, any portion of a year of the remaining term of the employee's employment shall be prorated. The employee and the employer agree that payments set forth herein are reasonable, and not a penalty, based upon the facts and circumstances of the parties at the time of entering this agreement, and with due regard to future expectations.

Insofar as any provision of this Agreement conflicts with Local Law, ordinance or resolution of the City of Rensselaer, New York, appropriate Common Council action shall be taken to render such Local Law, ordinance, or resolution compatible with the terms of this Agreement. Upon the execution of this Agreement by the parties, appropriate Common Council action will be taken to approve and ratify the terms and conditions of this Agreement. This individual Agreement is given in consideration for the sum of $1.00 paid to the City of Rensselaer by the above referenced firefighter.

Dated:

_____

Employee

_____

For the City of Rensselaer, New York

Appendix “D” Rensselaer Fire Department Light Duty Form

## ARTICLE 40

Statutory Provisions

It is understood 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.

## DURATION CLAUSE

This Agreement shall be effective as of August 1, 2018 and shall remain in full force and effect until July 31, 2024. Except, however, that on or after February 1, 2024 either party may serve notice upon the party of an intent to commence negotiations for a new Agreement. The parties shall make every effort, after notice is served, to promptly commence negotiations. The terms and conditions of this Agreement shall continue in full force and effect so long as both parties continue to negotiate in good faith for a new Agreement.

| | |
|---|---|
| Representing the employer<br>The City of Rensselaer | Representing the employee<br>Rensselaer I.A.F.F. Local 2643 |
| _____<br>Richard J. Mooney, Mayor | _____<br>Mark Hennessy, President |