

2019-2023 Firefighters CBA

**LABOR RELATIONS CONTRACT**  
between the  
**CITY OF SARATOGA SPRINGS**  
and the  
**CITY OF SARATOGA SPRINGS FIREFIGHTERS UNION**  
**LOCAL 343, I.A.F.F., AFL-CIO**  
for the period  
**JANUARY 1, 2019 to DECEMBER 31, 2023**

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**ARTICLE I**  
**PURPOSE AND INTENT**

This Agreement shall become effective as of January 1, 2019. This Agreement shall terminate on December 31, 2023. If the parties hereto have failed to agree upon a new contract on or before December 31, 2023, all the terms and conditions set forth in this Agreement and any supplements or modifications thereof shall continue in full force and effect until the date of execution of a new Agreement.

**ARTICLE II**  
**DEFINITIONS**

- (a) "Union" means the City of Saratoga Springs FIREFIGHTERS Union, Local 343, IAFF, AFL-CIO.
- (b) "Member" or "Employee" means a person permanently employed in the Fire Department of the City of Saratoga Springs as a Firefighter, excluding the Chief, Assistant Chief and Battalion Chief.
- (c) "Service" or "Length of Service" shall include service with the Fire Department of the City of Saratoga Springs.
- (d) "Calendar Day" or "Calendar Work Day" shall be synonymous terms meaning a day on which an employee does, or is scheduled to perform services.
- (e) "Department" means the Saratoga Springs Fire Department.
- (f) "Employer" means the Saratoga Springs Fire Department, the Department of Public Safety or the City of Saratoga Springs.
- (g) "Commissioner" means the Commissioner of Public Safety.
- (h) "Chief" means the Fire Chief of the City of Saratoga Springs.
- (i) "Commanding Officer" means officer in charge of the Platoon or Detail.
- (j) "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering working conditions applicable to the members of the

Department and shall include all the provisions of the Agreement as well as those provisions contained in the “Rules & Regulations” of the Fire Department (Red Book).

(k) “Union Officer” refers to the officers or representatives of the Union.

(l) “Executive Board” means a member appointed to the Board of the Union and the elected officers of the Union as defined in the Union’s By-Laws.

(m) “Grievance Committee” means a Committee designated by the Union to review, screen and adjust grievances presented by employees.

(n) “Representative” means one (1) or more officers or members of the Union authorized to represent its members in the adjustment of grievances or other matters affecting the employee.

(o) “Safety Committee” means a Committee of six (6) persons, not necessarily employees of the Fire Department whose duties will be to investigate the complaint of any Firefighter that equipment he is required to use is inadequate or unsafe and to certify the condition of such equipment to the Union and the Fire Chief. Three (3) members of the Committee shall be designated by the City and three (3) by the Union. The Committee shall elect its own Chairman, who shall not have the right to vote on any issue before the Committee except in the event of a tie vote.

### **ARTICLE III RECOGNITION OF THE UNION**

(a) Pursuant to and in accordance with all applicable provisions of the Public Employees Fair Employment Act of 1967 (Section 220, et seq. of the Civil Service Law) and other applicable laws, the Employer hereby recognizes the Union, Local 343, IAFF, as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of all Members of the Fire Department for the term of this Agreement.

(b) Upon receipt of proper written authorization, the Employer agrees to deduct from the wages of any Employee who is a member of the Union, all membership dues as provided in said proper

written authorization executed by the Member. The Union agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss or damages incurred as a result of this clause.

(c) The Employer shall deduct from the wages of any employee who is not a member of the Union an amount equal to the amount of membership dues collected from union members pursuant to subdivision 3 of section 208 of the Civil Service Law and subdivision 3 of section 93-b of the General Municipal Law. The Union agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss or damages incurred as a result of this clause. The Employer or any of its officers and/or employees shall not be liable for any delay in carrying out such deduction.

**ARTICLE IV**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

(a) It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, are solely the responsibility of the Employer. Accordingly, the Employer retains all rights, except as they may be specifically modified in this Agreement or by controlling statutes, including, but not limited to selection and direction of the working forces; creation of new positions or abolition of existing positions; to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, the amount of workers necessary to perform such work, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of the equipment and materials, and to purchase services of others, by contract or otherwise, except as they may be otherwise specifically limited in this Agreement or controlling statutes and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

(b) To the extent not otherwise guaranteed by State and Federal law, the City shall provide equality of opportunity, consideration and treatment of all members of the Department and shall establish

policies and regulations that will insure equality of opportunity, consideration, and treatment of all members employed by the Department in all phases of the employment process.

(c) It is further intended that this Agreement shall supplement and be in addition to any applicable rule(s) or regulation(s) promulgated by the heads of the Department and the Department of Public Safety.

## **ARTICLE V RIGHTS OF MEMBERS**

(a) Members hold a unique status as public officers in that the nature of their office and employment involves the exercise of the firefighting power of the municipality.

(b) The security and safety of the community depends, to a great extent, on the manner in which Firefighters perform their duty. Their employment is thus in the nature of public trust.

(c) The wide ranging powers and duties given to the Department and its Members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of Members. These questions often require immediate investigation by superior officers designated by the Fire Chief or the Commissioner of Public Safety. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a Member shall be at a reasonable hour, and when the Member is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the investigation officer. Usually it will be at the Central Fire Station or at the office of the Commissioner or Deputy Commissioner of Public Safety or at the location where the incident allegedly occurred.

3. The Member shall be informed of the nature of the investigation before any interrogation commences. If it is known that the Member is being interrogated as a witness only, he or she should be so informed at the initial contact.

4. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

5. No Member shall be ordered or asked to submit to a Polygraph (lie detector) test for any reason (as defined in Public Employment Relations Board (PERB), ALJ U-6451, p.4) as long as Polygraph tests are not admitted without consent of the person charged into evidence by Courts of Record in Civil or Criminal proceedings in this state. Such tests may be given if requested by the Member.

6. The Member shall not, during any interrogation, be subjected to any offensive language.

7. In the interest of maintaining the usually high morale of the Department, the Department of Public Safety shall afford an opportunity for a Member, if he or she so requests, to consult with a Union Representative before being questioned concerning an alleged violation of law or of the departmental rules and regulations. If the interrogation relates to a matter upon which charges have been preferred or upon a matter upon which the Member has been notified that charges have been or will be preferred, then the Member shall also be allowed to consult with his or her attorney, if requested, before being questioned. A representative of the Union and an attorney may be present during the interrogation if the Member so requests on condition that the interrogation relates to a matter upon which charges have been preferred.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

(a) Every Member shall have the right to present grievances in accordance with the procedure provided herein.

(b) The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

(c) Immediate Commanding Officers shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as is required.

(d) A Member who believes he or she has been aggrieved under this Agreement shall discuss his or her complaint with his Commanding Officer, with or without the presence of a Union Representative, within thirty (30) days of its occurrence or Member knowledge thereof. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The Member shall have the right to discuss the complaint with his or her representative before any discussion takes place with the Commanding Officer.

**Step 1:** If not satisfactorily settled within five (5) days of the Member's submission of his or her oral grievance to the Commanding Officer, the Member or the Union may present a written grievance to the Fire Chief. Such presentation shall be made within two (2) weeks from the date of the answer of the Commanding Officer, or, if no answer is received from the Member's initial submission. The Chief and/or his designated representative shall meet with the Member who filed said grievance within one (1) week of the submission of said grievance to the Chief and the Grievance Committee or Union Representative shall be allowed to participate in such meeting at the Member's request. The Chief shall render his decision on said grievance in writing within one (1) week of the meeting.

**Step 2:** In the event the grievance is not settled satisfactorily within the Department as set forth above, the Member or the Union may present the grievance to the Commissioner of Public Safety within

one (1) week following the answer of the Chief as set forth in Step 1 or two (2) weeks of the date of submission to the Chief, whichever is earlier. Such presentation shall be accompanied by supporting statements and documentation if necessary. The Commissioner of Public Safety shall commence an investigation and/or schedule a hearing on the grievance within one (1) week of the presentation of said grievance to the Commissioner and shall give best efforts to complete the investigation within two (2) weeks of the date received and notify the Union and the Member of any decision.

(e) Unless the time limits set forth in paragraph (d) above are extended in writing by mutual agreement, which agreement shall not be unreasonably withheld, the failure to observe said time limits by the Union shall constitute abandonment of the grievance and settlement on the basis of the last Employer answer. If the Employer fails to answer within the time limits as set forth above, such failure to answer shall be deemed a denial of the grievance by the Employer.

(f) Notwithstanding any provisions herein, individual Members may present their own grievances to the Employer and have them adjusted without the intervention of the Union officers. Provided, however, that no adjustment shall be final until the Member has given the Union officers notice and an opportunity to present its position with regard thereto. In no event shall any such adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer or the Union.

(g) Notification within a reasonable time shall be given to each Member of any disciplinary action taken against him which may result in official entries being added to his or her personnel file.

(h) A Member and his representatives shall have such time off from their regular duties as may be necessary for the presentation of a grievance, without loss of pay or time credits.

(i) Policy grievances may be served at t Step 2 of the grievance procedure and shall be served within thirty (30) days of the occurrence of the event complained of or within thirty (30) days from when the Union should have reasonably been aware of the occurrence giving rise to the grievance.

**Step 3: Arbitration.** Any unresolved grievance having been processed fully through the last step of the grievance procedure may be submitted to arbitration by either the Union or the City in accordance with the following:

(a) The matter shall be submitted to arbitration by filing a Demand for Arbitration with the New York State PERB in accordance with its Rules and Regulations and written notice to the other party. The Demand for Arbitration must be filed within thirty (30) calendar days from receiving the Step 2 response. The arbitrator's fees shall be shared equally by the Union and the City and the decision of the Arbitrator shall be final and binding.

**ARTICLE VII  
WAGES AND OTHER ECONOMIC PROVISIONS**

(a) Wages: In accordance with the attached salary structure, attached hereto as Appendix A, all Members employed on or before January 1, 2019, shall receive the following wage rate increase:

- a. Effective January 1, 2019: Increase of 2%
- b. Effective January 1, 2020: Increase of 2%
- c. Effective January 1, 2021 : Increase of 2%
- d. Effective January 1, 2022: Increase of 2%
- e. Effective January 1, 2023: Increase of 2%

All salary and wage increases shall be fully retroactive to January 1, 2019 for all computation purposes, and shall be paid to bargaining unit members within ninety (90) days of ratification/approval by both parties of a new collective bargaining agreement.

Newly appointed Members shall be paid annual increments as of the anniversary date of their appointment.

(b) Compensation for Out-of-Grade Work: A Member of the Department who is temporarily assigned to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank for

every day so employed, commencing with the first (1<sup>st</sup>) day of such employment. Compensation for out-of-grade work shall be calculated by the hour.

(c) Overtime and Call-Back: Any Member working in excess of twenty-four (24) hours on any one (1) tour of duty shall be paid for all such additional time worked at one-and-one half (1 ½) times his regular hourly rate. Any Member who regularly works an eight (8) hour day and is required to be on duty beyond the eight (8) hour period shall be similarly compensated. The Member may elect to take compensatory time in lieu of a cash payment if such time can be scheduled so as not to affect the efficiency of the operation of the Fire Department, or require increased expenditures of funds by the City and the Member will be allowed one-and-one half (1½) hours for each hour of overtime worked. All compensatory time may be accumulated and utilized in accordance with the rules set forth by Fair Labor Standards Act.

Members who are called back to work and who report for such work when off duty shall be given at least two (2) hours pay at their regular overtime rate for each such call-back. Members called back for work under this section shall be considered to be on duty the entire two (2) hour pay period, even if released from the firehouse, and they shall not be paid for additional call-back time if again recalled and released during the initial two (2) hour period. Provided that on an additional call-back, during the same tour of duty, in which the Member works over the two (2) hour initial call-back period, the Member shall be paid an additional two (2) hours call-back time and he shall be considered to be on duty for another two (2) hour period even if released from the firehouse. Call-backs exceeding two (2) hours shall be reimbursed in half ( ½ ) hour increments. Call-back to duty shall mean not only a recall to active duty within the Department, but a requirement of the Member to appear to give testimony before a Grand Jury, any recognized court, or any recognized departmental or agency hearing which may compel his attendance either by subpoena or by direction of his superior officer in any matter in which he may be involved

because of his official status as a Member of Saratoga Springs. Other duties not considered call-backs shall be compensated at a minimum of one (1) hour and half (½) hour increments thereafter.

Overtime call-backs must first be offered to the off-going shift based on seniority. All Members will be called. Any Member on vacation will be called unless the Department is notified of their unavailability.

When overtime is required on a shift level, the off-going shift shall be offered the overtime first based on seniority. If a Member is on leave, he will not be called before it goes to another shift.

When there is no officer (Captain or Lieutenant) on the reporting shift, regardless of overtime, an officer shall be called. Captains must be called first.

In the event overtime is created by unscheduled time between the ranks, the overtime will go to the highest rank.

Emergency Call In Not Occurring Monday through Friday 0800 – 1600; in the event there is no line Captain or Lieutenant available for emergency call-back and an officer would normally be required, the Lieutenant Inspectors will be called or utilized to work the emergency call-back by seniority.

On occasions other than Emergency Call In where an officer is required, Lieutenant Inspectors shall be called to work overtime to fill a shift vacancy occurring anytime except 0800 – 1600 Monday through Friday, after all Lieutenants have been called and none are available to fill the vacancy. Lieutenant Inspector is an officer assigned to the Fire Prevention Office regularly working eight (8)hour shifts Monday through Friday.

For those occasions outlined above, the vacancy will be offered to the senior Lieutenant in that office in accordance with the rules for establishing seniority. Then in descending order of seniority to the remaining officers in that office until that position is filled. If an officer cannot be found to fill the position, the position will be filled by a Firefighter as an acting officer.

If a man working overtime out-of-grade leaves duty, and additional overtime is necessary, his position will be filled grade for grade.

Scheduled days off shall not be considered as the cause of overtime.

1. Scheduled days off shall include:

Vacations;

Kelly Days

2. All other time off incidental to the efficient operation of the department shall be considered non-scheduled.

(d) Clothing Allowance: Every Member shall be given a maximum allowance for clothing in the sum of Six Hundred Dollars (\$600.00) per annum. Effective January 1, 2020, the maximum allowance for clothing shall increase One Hundred Dollars (\$100.00) for a total maximum allowance in the sum of Seven Hundred Dollars (\$700.00) per annum. All eight (8) hour members shall receive an additional clothing allowance of One Hundred Dollars (\$100.00) over and above the annual clothing allowance provided to all other Union members provided such Member is not assigned to light duty or a temporary assignment. Such allowances shall be paid by the first (1<sup>st</sup>) of February each year. Allowances will be paid by separate check. -. A newly appointed Member shall be provided with a locker, and shall be fully equipped with all necessary uniforms and other firefighting or EMS equipment of the proper fit and style at the expense of the City. Said clothing allowance shall be pro-rated based upon the number of months, or major fractions thereof, that a new person was in service in his first (1<sup>st</sup>) calendar year on staff. The City will replace, at its expense, all clothing and equipment damaged, lost or destroyed in the course of duty, excluding normal wear and tear.

In addition to the foregoing, the City will supply each Member on staff with a Nomex Turn-out coat (or equivalent) on an "as needed" basis, and will also provide dress uniforms for each Member

presently on staff, without cost to him or her, if he or she is required to wear such uniform by his or her superior officers, and does not presently have a proper one available.

Members of the bargaining unit who are on GML 207-a leave will not receive a uniform allowance if the member has a pending application for a performance of duty or accidental disability retirement at the time the uniform allowance is payable and the Member is not working either as an active firefighter or on light duty in that calendar year. If the Member on GML 207-a leave works regular or light duty at any later point during the calendar year in which uniform payment is due, the Member will receive the full uniform allowance even if the light duty is worked after the uniform allowance was due. For example, if the uniform allowance is not paid because an application for disability retirement was pending and the Member was not working light duty on the date uniform allowances were otherwise paid and the Member subsequently returns to work either light duty or full duty during the same calendar year, the member will receive the full uniform allowance that year.

(e) Retirement Pension Program:

1. The Employer shall continue to provide all Members the option to enroll in non-contributory retirement plans in accordance with Section 384-d of the New York State Policemen's and Firemen's Retirement System, Section 375-i of the Retirement and Social Security Law, and Section 384-e of the Retirement and Social Security Law.
2. The following "fringe" benefits shall further be subscribed to:
  - i. Additional retirement benefits provided for in Section 341-K of the Retirement and Social Security Law, (military service credit and World War II credit) in accordance with terms set forth in said statute.
  - ii. Whenever the State so permits, a reopening of the privilege of having service credited for a past period of military leave without pay.

iii. If permissible under the Retirement and Social Security Law, the right to purchase credit for service while a member of any other New York State (or subdivision of the States) retirement systems, if at no cost to the City.

(f) Holidays: Members shall receive eight (8) hours pay at the regular rate for work and shall be entitled to eleven (11) holidays whether or not they are scheduled to work; the eleven (11) holidays that will apply to all Members are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

The Holiday pay check will be issued in one (1) separate lump sum check for eighty-eight (88) hours pay during the first (1<sup>st</sup>) payroll period in November for the Holiday pay earned that calendar year. (Pro-rated in the event the Member's employment commences after January 1 in any calendar year). Should a Member be scheduled to work and actually does work on any of the named holidays, he or she shall receive, in addition to the eight (8) hours holiday pay, compensation for time worked at the regular rate of pay in hourly blocks of time to a maximum of eight (8) hours. That is to say, that all permanent Civil Service appointed Members shall be paid for each holiday named herein whether or not the day in question is worked. Any Member assigned to a five (5) day eight (8) hours per day (Monday-Friday) tour of duty shall comply with the holiday schedule granted to non-uniform Members assigned to City Hall. If a Member trades shifts with another Member, only the Member who actually works on the holiday shall receive hour for hour holiday pay.

(g) Education Incentive: In addition to their regular salaries, an educational incentive shall be paid annually in one (1) lump sum during the month of January to eligible Members according to the following schedule:

Associate's Degree: \$300.00

Bachelor's Degree: \$600.00

Education incentives shall be payable only upon the completion of the respective degree program, and only one (1) such incentive shall be paid in any given year.

## ARTICLE VIII

### HOURS OF EMPLOYMENT, VACATION, SICK LEAVE, LEAVE OF ABSENCE, etc.

1. Work Week and Kelly Days:

(a) The basic work week for all Members shall be forty (40) hours. In view of the requirement that the City be protected twenty-four (24) hours per day, seven (7) days per week, the Department shall schedule assignments and tours of duty to provide maximum coverage with a minimum of inconvenience to personnel. A schedule of duty tours is attached to this Agreement as Appendix “\_\_” attached hereto and made a part hereof.

(b) Since the schedule of tours of duty requires working approximately forty-two (42) hours per week, it is necessary that extra days leave be allowed throughout the year (Kelly Days) to reduce the average to forty (40) hours per week as required by Section 1015 Unconsolidated Law, State of New York. Kelly Days must be taken within three (3) months from the date scheduled and if not so taken, will be converted to cash and paid for by separate check at the Member's regular hourly rate.

2. Sick Leave:

All Members shall be allowed sixteen (16) eight (8) hour days per year for absence due to illness or disability. Such sick leave may be accumulated without limit, provided that no more than one hundred fifty (150) days may be taken in any one (1) calendar year, including the final year. When a Member

retires from service, he or she shall have the option to be paid the cash value of all accumulated sick leave standing to his or her credit to either a maximum of one hundred twenty (120) days at his or her current salary rate or a maximum of one half (½) of his or her total accumulated sick leave at his or her current salary rate.

In the event that a Member dies while employed by the City, the above accumulated benefits will be paid to his or her estate up to the maximum the Member would have been paid had he or she retired.

Upon request by the Employer, a Member who has been absent two (2) or more consecutive calendar work days, shall supply to the Employer a statement from a doctor verifying his or her sickness and his or her inability to perform his or her job as a Firefighter as a result of that sickness.

The Employer may at any time and, at its discretion, take whatever steps it deems appropriate to confirm the propriety of a sick leave absence. The Member will make himself or herself available for examination at his or her home or at some other reasonable location as the City may designate by health professionals at the City's expense.

3. Vacation:

(a) All Members of the Fire Department shall be entitled to a vacation. For any recognized holiday as set forth in the Agreement falling within such vacation period, one (1) additional vacation day will be allowed and will be added to the end of that scheduled vacation period. Vacations begin with the first scheduled day of vacation and end the day the Member is scheduled to return to work.

(b) The vacation entitlement will be calculated using the final posting date of January 10<sup>th</sup> of each year. Vacation entitlements are as follows:

Less than one (1) year of service	One (1) vacation day
Over one (1) year of service, but less than two (2)	Three (3) vacation days
Over two (2) years of service, but less than three (3)	Four (4) vacation days
Over three (3) years of service, but less than four (4)	Five (5) vacation days

Over four 4 years of service

Six (6) vacation days

(c) All officers of the rank of lieutenant and above shall be allowed one (1) additional vacation day.

(d) Members with more than ten (10) years of service shall be allowed one (1) additional vacation day. (The foregoing vacation schedule shall continue to be applied in the manner as in the previous years).

(e) Any Member entitled to vacation benefits who shall resign or have his or her employment terminated without cause shall not forfeit his or her right to such vacation time, and if the time may not be allotted in calendar days, he or she shall be paid the equivalent of that number of days based upon straight time pay schedule. Any Member entitled to vacation benefits who may die prior to his receipt of said benefits for any year shall have an amount equivalent to his or her pay for those days paid to his or her next-of-kin or estate. Any Member entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation shall have the right to postpone the taking of such vacation until such time as he or she is physically capable of returning to active duty, or until the end of the current calendar year, whichever occurs earlier.

(f) Vacations shall be scheduled so as to permit a Member to add his or her "changeover" time either to the beginning or end of his scheduled vacation period. If such scheduling is not feasible, the Member shall be allowed an additional four (4) days of vacation in lieu of "changeover" time. Vacations shall be scheduled within the unit or platoon by order of seniority within grade.

Any Member shall be permitted to split his vacation into two (2) or more periods whenever such election will not interfere with the proper functioning of the Department.

Flexibility in scheduling days off shall be accommodated as follows:

1. Each shift commander will allow two (2) persons scheduled off per day. On said days two (2) persons may be scheduled off on vacation if no one had a scheduled Kelly Day.
2. Conversely, two (2) persons may be scheduled on a Kelly Day if no one has a scheduled vacation day.
3. Each shift will schedule a minimum of three (3) eight (8) hour Kelly Days per quarter.

Any person requesting a vacation or Kelly Day when the shift already has two (2) persons scheduled off must contact the shift officer. The shift officer may grant the request after ensuring a minimum staff of nine (9) persons are available for duty without necessitating overtime.

A Firefighter moved to a different shift shall maintain his or her vacation schedule when the Firefighter is required to move to a different shift.

4. Personal Leave: Each Member shall be granted a maximum of eight (8) eight (8) hour days with pay each year for personal leave on request to the Department.

Such leave may be taken only in multiples of thirty (30) minutes after a two (2) hour minimum each.

Such requests shall be submitted in writing to the Department a minimum of seventy-two (72) hours in advance of the requested leave time unless such advance notice cannot be given due to an unforeseen emergency.

In addition, any Member working a twenty-four (24) hour shall be granted a maximum of twenty-four (24) consecutive work hours with pay due to a death in the Member's immediate family. Any member working an eight (8) hour shift shall be granted a maximum of three (3) consecutive days off with pay due to a death in his or her immediate family. The term "immediate family" shall mean spouse, natural, foster or stepparents or child, stepchildren, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, or any relative residing in the Member's household.

Up to sixteen (16) hours of a Member's unused personal leave as of the end of the calendar year shall be rolled into that Member's accumulated sick leave. Any other personal leave unused as of the end of the calendar year shall be forfeited. Members shall have the ability to cash in up to a total of three (3) eight (8) hour personal leave days per year at their regular rate of pay. In order to elect this option, the Member shall notify the Chief in writing on or before December 1<sup>st</sup> of each year of his or her election to cash in personal leave days and shall include the number of days. Payment will be made on or before December 31<sup>st</sup> for the cashed in days. A Member may elect to cash in days at any time during the calendar year up to December 1<sup>st</sup> (i.e. earlier than December 1<sup>st</sup>) subject to the total cap of three (3) eight (8) hour personal leave days per year.

5. Leave of Absence: Leave of absence without pay may be granted upon request subject to the prior need to maintain a full and efficient staff to man the Department. In determining preference between the Members who request leave for the same period, the Department shall take into consideration the necessity for the absence and the seniority of the Member. Subject to applicable law, no other criteria shall be employed.

6. Leave of Absence for Union Representatives: Union officers, representatives, and delegates, but not more than five (5) Members at one time, shall be granted a leave of absence without loss of pay to participate in negotiations with the Employer, adjustment of grievances, arbitration hearings, and other functions relative to the operation of this Agreement. They will also be given leave with pay to attend Union and executive board meetings. Five (5) Members but not more than two (2) from any one platoon will be permitted to participate in and attend conferences and conventions of affiliated unions, associations and organization without loss of pay.

A Member as authorized above desiring time off for attendance at meetings, conferences, or conventions will notify his superior officer sufficiently in advance to permit proper scheduling of duties.

**ARTICLE IX**  
**INSURANCE AND RELATED BENEFITS**

1. All Members shall be covered for death benefits as provided for in Section 208-B of the General Municipal Law.

2. Health Insurance:

A. The City shall provide the plans described in section 2(B) of this Article to the Members of this bargaining unit, their dependents, and retired members of the bargaining unit and their dependents at the City's own expense except as described in Section 2(E) of this article. The City will provide such medical coverage for the widow or widower of the Member or retiree until the widow or widower's death or remarriage, whichever occurs sooner. The minor children shall be covered in accordance with the plan specifications.

B. The City Plans shall be as follows:

- i. Pursuant to a Memorandum of Agreement entered into between the City and the Union on February 27, 2019, MVP Co-Plan 25 HMO/POS replaced the MVP Co-Plan 25 HMO Plan as the sole plan offered for the Members, Dependents of Members, Retired Firefighters not eligible for Medicare, and Dependents of Deceased Retired Firefighters not eligible for Medicare. The City and the Union agree that the City may, at its discretion and upon at least thirty (30) day notice to the Union, return to MVP Co-Plan 25 HMO, or another healthcare plan in accordance with this Agreement;
- ii. MVP Preferred PPO Plan will be the sole plan offered for Retired Firefighters not eligible for Medicare, Dependents of Deceased Retired Firefighters not eligible for Medicare, residing outside the defined geographic provider network as it exists from time to time; and

iii. MVP Medicare Advantage Preferred Gold HMO will be the sole plan offered for Medicare eligible Retired Firefighters and Medicare eligible Dependents of Deceased Retired Firefighters,

C. Members shall contribute fifteen percent (15%) of their health insurance premium up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) annually. Members hired on or after January 1, 2020 shall contribute fifteen percent (15%) of their health insurance premium up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) annually. A Member's annual health insurance premium contribution, based on the percentage of premium paid, shall be divided by the number of pay periods in a calendar year and shall be deducted in approximate equal amounts over the calendar year, and shall end at such time as a Member reaches the cap.

D. Without limiting the rights of the City as set forth in B(i) above, the City may offer different healthcare plans than those currently in existence subject to the approval of the Union, which approval shall not be unreasonably withheld if the plan is substantially equivalent. The City shall notify the Union of a potential health plan alteration a minimum of ninety (90) days before any change in health plan is made. If a genuine dispute arises regarding whether the potential health plan is "substantially similar" then an expedited arbitration proceeding shall be conducted. An arbitrator shall be selected pursuant to the procedures established by PERB. The arbitrator shall hear arguments and render a decision no more than thirty (30) days after the process (i.e., the decision to go to arbitration on the issue) has been initiated.

3. Vision Plan: The City shall annually provide a Vision Plan of the Union's choosing, not to exceed the cost of Twelve Thousand Dollars (\$12,000.00). If the number of Members in the bargaining unit exceeds forty-nine (49), the cost limitations shall be increased in the amount of One Hundred Forty-Five Dollars and forty-five cents (\$145.45) per additional Member.

4. Dental Plan: Effective January 1, 2020, the City agrees to provide a dental plan(s), which Members may participate in at the sole expense of the Member.

5. Opt-Out and Procedure: A Member may elect not to participate in a plan of medical and health insurance benefits provided under this Agreement and such Member shall be eligible to receive a payment of Two Thousand Two Hundred Dollars (\$2,200.00) per year for single coverage, Two Thousand Five Hundred Dollars (\$2,500.00) per year for two (2) person coverage and Three Thousand Dollars (\$3,000.00) per year for family coverage. No Member shall be eligible to receive such payment unless the Member shall have presented proof to the City's Insurance Administrator that such Member and such Member's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that such Member elected not to be covered by the plan of medical and health insurance benefits provided by the Employer. Payments shall be made one (1) month after the end of the calendar year during which the Member elected not to be covered by the plan of medical and health insurance benefits provided by the Employer and the presentation of the required proof of coverage. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made in the month of November of each year in writing to the City's Insurance Administrator pursuant to the regulations of the plan in effect together with evidence of coverage of such Member and such Member's eligible dependents under a comparable plan of medical and health insurance benefits. Such Member must promptly notify the Employer of a termination of alternative medical and health insurance benefit coverage. In the event that a Member re-enrolls in a health insurance program, the Member shall be permitted a prorated portion of the per year opt out payment, but shall not be permitted to again opt out of the insurance program during the calendar year.

6. The City will further provide at its own expense a Three Thousand Dollar (\$3,000.00) life insurance policy for each active Member of the Department and a Fifteen Hundred Dollar (\$1,500.00) life insurance policy for each retired Member.

**ARTICLE X**  
**SENIORITY**

1. Seniority shall be determined by the Member's length of service from the date of permanent appointment in the Department and not by rank. Time spent on authorized leaves not to exceed one (1) year and time lost because of duty connected disabilities shall be included.

2. A Member shall forfeit his or her seniority rights only for the following reasons:

- a. He or she resigns;
- b. He or she is dismissed and is not reinstated;
- c. He or she retires;
- d. Death;
- e. Abandons his or her position pursuant to Civil Service Rules and Regulations;
- f. And/or fails to return to duty at the expiration of an authorized Leave of Absence without giving a reasonable excuse in advance of the expiration date to the Department of Public Safety.

3. In the event it becomes necessary to reduce the fire fighting force, departmental seniority shall govern layoffs, and recalls. The Member lowest on the seniority list shall be the first laid-off and the last to be recalled. The status of Members as participants in the EMS program or as Firefighter-EMT's shall not be considered.

4. Seniority shall be a major factor in filling work assignments, provided that all other conditions being equal, the Member is fully qualified to perform the duties required.

**ARTICLE XI**  
**PROFESSIONAL TRAINING AND IMPROVEMENT COURSES**

The City and the Union are in agreement that it is to the best interest of the administration of the Department that as many Members as possible participate in professional, education, and training courses

whenever the same are available and funding permits. In order to facilitate the availability of such courses to the personnel of the Department, the following are hereby adopted:

1. The Department shall post via Department email, announcements of all courses to be given which are either compulsory for a segment of the staff, are prerequisites to promotion or improved assignments, or may be optional for the purpose of improving the professional standing of the Members or the Department. All eligible staff Members shall have an opportunity to bid for the prerequisite and optional courses. In the event that there are more bids than openings available, the senior personnel, qualified under objective standards, will be given the preference subject to any special requirements by the institution giving the course.

2. Compulsory Courses: The City shall arrange all compulsory courses and training programs in such a manner so that any Member required to complete such course or participate in such training program shall be able to do so during his or her regularly scheduled tour of duty, if possible, or shall be compensated accordingly. Each Member shall submit to the Chief in writing proof of completed compulsory courses for the applicable certification period on January 1 and July 1 of each calendar year.

3. Optional Courses: Any Member attending an optional course related to the furtherance of his or her proficiency as a Firefighter, with the approval of the Fire Chief and the Commissioner of Public Safety, shall upon successful completion thereof, and upon presentation of evidence of such completion, be reimbursed by the City for the cost of tuition (not to exceed the SUNY-Albany tuition rate), books, supplies and fees. In order to facilitate the approval process, the City and the Union agree to establish a list of acceptable optional courses which shall be incorporated into this Agreement as an Appendix. In the event a Member leaves employment within one (1) year of receiving tuition reimbursement, and the reason for leaving employment is other than death or retirement, such Member shall be required to repay such tuition reimbursement back to the City.

4. Prerequisite Courses: Whenever a course is given which is a prerequisite for promotion or for improved or advantageous assignment, the timing of such course shall be so arranged if possible as to permit all interested Members to register and complete the same in sufficient time to become a candidate for the position.

5. Special Courses: Whenever a special course is announced by an educational institution which in the opinion of the Chief will result in the improvements of the professional capacity of a Member, the City may arrange to permit as many of the Members as are interested in attending such course when not on duty and are eligible to do so, keeping in mind the criteria that if only a limited number can attend, seniority shall be the primary requirement for eligibility insofar as the City is concerned.

6. Compulsory Courses: Shall include all New York State mandated training for the civil service positions of firefighter, lieutenant and captain, i.e., "basic" and "front line officers" school, and any additional training required by the City for assignments held by Members.

7. Prerequisite Courses: Shall include all voluntary training except for "optional" courses.

8. Payment of overtime for time spent at compulsory and prerequisite courses shall be made according to the following formula:

Add all time spent working an assigned position in the Fire Department plus all catalog hours for the course and travel to and from the training facility, within the weekly pay period, subtract, forty (40) hours and the number in excess of forty (40) shall be paid at the overtime rate of time and a half in accordance with Article VII(c).

## **ARTICLE XII TRANSFERS**

1. It is recognized that transfers may be to either a more or less desirable function or position. Therefore, in selecting Members for transfer the following criteria shall be applied:

(a) The Department may transfer any Member to a position less desirable than the one he or she formerly occupied in an emergency situation. However, such emergency shall not continue for more than one (1) week unless the Member voluntarily agrees to continue to perform the duties for a longer period of time. If it is necessary to fill the position for an extended period of time, the Member with the least seniority qualified to perform the work, shall be selected.

(b) Vacancies to preferable assignments shall be posted and all Members desiring to be transferred to such assignments shall submit their written request therefore to the Chief. The Department shall prepare a list of such applicants, and appointments thereto shall be made by seniority unless the assignment requires special qualifications which the senior applicant is not eligible to meet. Any Member who is bypassed in selection for such assignment shall be advised of the reason therefore, and may, if he or she believes the Department to be in error, file a grievance with the Union and the Department concerning the same.

(c) Posting shall not be necessary for the filling of temporary vacancies of less than thirty (30) days duration.

(d) Nothing set forth herein will infringe upon the Commissioner of Public Safety's right to make a permanent appointment among the top three on a certified eligible list.

### **ARTICLE XIII**

#### **RETIREMENT INCENTIVE**

A Member who notifies the City of his or her retirement at least eight (8) months in advance of the actual retirement date shall receive a one-time payment of One Thousand Five Hundred Dollars (\$1,500.00) upon such retirement. A Member who notifies the City of his or her retirement at least twelve (12) months in advance of the actual retirement date shall receive a one-time payment of Two Thousand Dollars (\$2,000.00) upon such retirement.

**ARTICLE XIV**  
**HEALTH AND PHYSICAL FITNESS STANDARDS**

1. Policy. In recognition that physical fitness is particularly important in the everyday performance of the firefighter duties and responsibilities and to reduce health insurance costs and risks, it is mutually agreed by and between the Employer and the Union that an acceptable level of physical fitness shall be maintained by each Member as long as he or she is engaged in active employment. To maintain an acceptable level of physical fitness, a three (3) component health standards program shall be initiated as defined below. The program shall consist of two (2) sections: (1) weight control and (2) physical fitness requirements. Compliance with the requirements of the program shall be mandatory for all Members hired on or after January 1, 1994. Compliance with the program shall be voluntary for all Members hired prior to January 1, 1994.

2. Procedure.

A. Weight Control.

- (a) The Weight Chart is set forth in Appendix B which specifies acceptable weight range, by height.
- (b) The maximum acceptable weight shall represent the maximum permissible weight for a Member.
- (c) Members shall be weighed on or about January 1, 1995, and approximately every ninety (90) days thereafter. Scheduling for weigh-ins shall occur during normal work hours, as far as practical, and Members shall receive paid leave at straight time for time spent in attendance at the weigh-ins.
- (d) The weight scale to be utilized for measuring weights in accordance with this section shall be determined by the Department. The Chief or his or her designee shall conduct the weigh-ins.

- (e) Members that are to be weighed shall be allowed to wear customary underwear, trousers and shirt. The column designated "Maximum Acceptable Weight" in Appendix B reflects standards developed by the American Medical Association and includes an additional four (4) pounds to compensate for the clothing specified herein.
- (f) Height is to be measured without shoes or headgear.
- (g) The Chief shall take disciplinary measures as a result of the weigh-ins to be performed during the course of the year.
- (h) Members shall be required to weigh less than the maximum permissible weight, in accordance with their height, at the time of each weigh-in conducted on or about January 1 of each year. Failure to do so shall be cause for disciplinary action. Before disciplinary action may be taken, a Member will have an opportunity to lose the amount of weight that is over his or her maximum weight. Under this provision, a Member who is overweight at the January 1 weigh-in, must lose his or her excess weight by June 1 of that year in order to avoid disciplinary measures. However, if at that time, a Member still weighs in excess of his or her maximum allowable weight, then disciplinary action may be taken consisting of either a written reprimand or a suspension without pay of up to one (1) twenty-four (24) hour day per disciplinary action and not to exceed two (2) twenty-four (24) hour days per year in total. Imposition of discipline in accordance with this Section shall be subject to the Grievance Procedure specified in Article VI of this Agreement.
- (i) Notwithstanding the foregoing, if a Member exceeds the maximum weight limit as put forth in Appendix B, then a body fat measurement shall be taken

from that Member. A body fat measurement of twenty percent (20%) or less for male Members, or a body fat measurement of twenty percent (20%) or less for female Members under the age of forty (40) years, or a body fat measurement of twenty-four percent (24%) or less for female Members age forty (40) years or more, will pass said male or female Member even if he or she exceeds the maximum acceptable weight referred to in Appendix B.

- (j) A Member who seeks professional help in attempting to decrease his or her weight immediately following the January 1 weigh-in, and who shows marked improvement by the June 1 weigh-in, will not be disciplined despite his or her excess weight. As long as a Member continues with such help and continues to show improvement at subsequent weigh-ins, he or she will not be subject to discipline. However, if a Member deviates from a steady decrease in weight and/or obtaining such help, then the Member shall be subject to discipline consisting of either a written reprimand or a suspension without pay of up to one (1) twenty-four (24) hour day per disciplinary action and not to exceed two (2) twenty-four (24) hour days per year in total.
- (k) The City recognizes that an individual may have a medical problem which prevents meeting the aforementioned requirements. If this is the case, then a Member who does not meet the aforementioned requirements will not be subject to discipline.

**B. Physical Fitness Requirements.**

- (a) The Physical Fitness Program for Members is set forth in Appendix C, attached hereto and made a part hereof.

- (b) The Department may establish incentive benefits to encourage Members to attain or exceed these standards. However, a Member who fails any portion of the physical fitness test will be rescheduled to take that portion of the test within the next ninety (90) days. If the second (2<sup>nd</sup>) test is failed, disciplinary action may be taken. Said disciplinary action may consist of either a written reprimand or a suspension without pay of up to one (1) twenty-four (24) hour day per disciplinary action and not to exceed two (2) twenty-four (24) hour days per year in total. Imposition of discipline in accordance with this Section shall be subject to the Grievance Procedure specified in Article VI of this Agreement.
- (c) If a Member provides a doctor's excuse for not taking the test (for reasons other than injury on duty), another test will be rescheduled within ninety (90) days. If a second (2<sup>nd</sup>) excuse is submitted, the Department reserves the right to appoint a doctor to determine whether a fitness test should be required. If the Member is ill on the day of the test, a doctor's excuse must be submitted and the test will be rescheduled within ninety (90) days.
- (d) Scheduling for physical fitness tests shall occur during normal work hours, as far as practical, and the Member shall receive paid leave at straight time for time spent performing the fitness test.
- (e) The date of the physical fitness test shall be announced to the Members at least thirty (30) days prior to the physical fitness test.
- (f) A Member who seeks professional help in attempting to improve his or her physical fitness (including but not limited to seeing a physician or physical trainer and being placed on a nutrition/physical fitness program) immediately

following a failed physical fitness test and who shows marked improvement by the ninety (90) day rescheduled test will not be disciplined despite his or her failure to meet health standard requirements. As long as a Member continues participation in such a program and continues to show marked improvement at subsequent physical fitness evaluations, he or she will not be disciplined. However, if a Member deviates from such participation and/or fails to show marked improvement at physical fitness tests, then the Member shall be subject to discipline consisting of either a written reprimand or a suspension without pay of up to one (1) twenty-four (24) hour day per disciplinary action and not to exceed two (2) twenty-four (24) hour days per year in total.

- (g) The City recognizes that an individual may have a medical problem which prevents meeting the aforementioned requirements. If this is the case, then a Member who does not meet the aforementioned requirements will not be subject to discipline.
- (h) Smokers: The City recognizes that Members who smoke may have difficulty meeting the foregoing physical fitness requirements. A Member who smokes and fails the physical fitness program is recommended to immediately seek professional help to stop smoking in order to improve his or her physical fitness and pass the test. The Member's attempt at stopping smoking and improvement in that regard shall be considered when determining the appropriateness of discipline at subsequent physical fitness tests. However if a Member continues to smoke over an extended period, then his or her status as a smoker will not be considered a mitigating factor in determining the

appropriateness of discipline when he or she fails to meet the appropriate physical fitness requirements.

- (i) Anyone hired subsequent to January 1, 1994, shall not be permitted to smoke while on duty.

C. Incentives. As an incentive, the Department agrees that when funding becomes available, they will install a physical fitness facility at the Department that only Members will be allowed to use.

The City will make an initial purchase of physical fitness equipment in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). The City will contribute to the maintenance, upkeep and improvement of said Department's physical fitness equipment in an amount not to exceed One Thousand Dollars (\$1,000.00) annually.

The Union acknowledges that each individual Member is responsible for complying with these physical fitness requirements. Any action taken by a Member necessary to be in compliance with these requirements shall be done on the Member's own personal time.

## **ARTICLE XV MESCELLANEOUS PROVISIONS**

1. Since all Members are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by a member of the force on his or her time off in the City of Saratoga Springs or while responding to and during a mutual aid call or as otherwise directed by his or her superior, which would have been appropriate if taken by an Member on active duty if present or available, shall be considered official action, and the Member shall have all of the rights and benefits concerning such action, as if he or she were on active duty.

2. The Department will furnish for the use of the Union, space for a bulletin board if such space can be made available at the Central Fire Station and does not limit or interfere with the effective operation of the Department or the practical use of the facility.

3. The City will provide each Member a copy of the handbook containing the Rules and Regulations of the Department and a copy of this Agreement. Each Member shall sign that they have received a copy of the handbook and understand its contents. Provisions in the Rules and Regulations inconsistent with this Agreement shall be amended accordingly.

4. It is recognized by the City that the job of a firefighter is exceptionally hazardous. To reduce the danger as far as possible, the City will provide each Member with modern safety equipment and accessories. The City will also provide all equipment for the use of the Member necessary to the efficient and safe performance of their duties as determined by the Chief and/or the Commissioner of Public Safety.

5. The Safety Committee shall be free to inspect any facility or equipment used in the fighting of fires or other work of the Department, and advise the Chief of any deficiency or faulty equipment found. Any Member or the Safety Committee may call attention of the Platoon Commander in charge of the existence of safety or health hazards, or the fact that certain equipment may be dangerous to use, and the Commander shall immediately advise the Chief, or his or her designee, of the complaint. If the Chief, or his or her designee, refuses to take the necessary steps to remedy the situation, he or she must notify the Safety Committee of his or her decision within forty-eight (48) hours after the matter is brought to his or her attention, and the Union may then present the dispute to the Commissioner of Public Safety. Rejection by the Commissioner will permit commencement of the arbitration procedure provided in Article VI of this Agreement.

Nothing herein contained shall require a Member to endanger his or her life because of faulty equipment.

6. Insofar as any provision of this Agreement shall conflict with an Ordinance or Resolution of the City Council, the terms of this Agreement shall prevail.

7. Wages, hours, and all other conditions of employment legally in effect at the execution of this Agreement shall, except as specifically modified by agreement between the parties, be maintained during the term of this Agreement.

8. On or before August 1 of the year of the expiration date of this Agreement, the Union shall notify the Mayor of its intent to reopen or renegotiate the Agreement. Said notification should provide the list of dates on which the Union will be available for meetings between September 1 and September 15. Immediately following, the parties shall set meeting dates and shall be obligated to exchange written proposals at the first meeting and thereafter will continue to negotiate until agreement is reached or an impasse declared. The parties agree to utilize the facilities of PERB whenever necessary to assist them in arriving at the mutually satisfactory agreement, however, if the parties do not agree upon the terms of a new contract before the end of the period set forth in Section 209-1 of the Civil Service Law, all unresolved issues shall be submitted for final determination as provided for in Section 209-4 of said statute.

9. If any Article or Section of this Agreement, or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with an enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and its supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such Article or Section, if legally permissible.

10. IT IS AGREED BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL

NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

11. The Employer and Union recognize that the need for continued and uninterrupted operation of the Fire Department is of paramount importance to citizens of the community and that there should be no interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievances under this Agreement, and for the negotiations of future contracts, the parties hereto agree that there will not be and that the Union its officers, members, agents or principals will not engage in, encourage, sanction or suggest, strikes, slowdowns, lock outs, mass resignation, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Commissioner of Public Safety shall have the right to discipline or discharge any Member encouraging, suggesting, or participating in the strike, slow down or other such interferences as provided for in the Civil Service Law.

12. The Commissioner of Public Safety may establish light duty job descriptions, provided that he or she shall confer with the Union prior to formalizing the descriptions, and provided further that the job content shall be consistent with the other terms of this Agreement and applicable statutes.

13. Employee Assistance Program: The City of Saratoga Springs agrees that there may come a time when Members need professional assistance for the treatment of alcohol, substance abuse and/or psychological problems. Therefore, the City agrees to continue to offer an Employee Assistance Program which will be highly confidential, dignified and professional.

14. Drug and Alcohol Testing Policy: The parties have agreed to the Drug and Alcohol Testing Policy and Testing Plan attached hereto as Appendix "G".

**ARTICLE XVI**  
**DISCIPLINARY ACTION**

A. In the event that an investigation and subsequent formal hearing results in the institution of disciplinary action, the Union shall be free to have its representative participate at all stages of the proceedings, if it so elects, and shall be provided with one copy of the charges and specifications, recommendations and decisions.

B. In the event the Union concludes that a Member has been unjustly punished or dismissed by the Commissioner of Public Safety, it may appeal such judgment or decision as provided in this Agreement, with the consent of the Member. Provided, that if the Member does not consent, the disciplinary action taken against him or her shall not be considered precedent in similar cases in the future. Furthermore, the Member may utilize the procedures provided in the Rules and Regulations of the Saratoga Springs Fire Department (Red Book), the Saratoga Springs Municipal Civil Service Commission Rules and Regulations and Article V of the Civil Service Law.

**ARTICLE XVII**  
**GENERAL MUNICIPAL LAW §207-a PROCEDURE**

1. A Member who claims to be injured in the performance of his or her duties or who claims to be injured or taken sick as a result of the performance of duties and who seeks any benefit afforded by GML section 207-a shall provide written notice within seventy-two (72) hours of becoming aware of the injury or illness by submitting a completed accident report to the Fire Chief or Assistant Fire Chief. If the Member is physically unable to make such notification, the Fire Chief or Assistant Fire Chief, acting on the Member's behalf, may complete the accident report. Failure to file the completed accident report within seventy-two (72) hours of becoming aware of the occurrence may result in a denial of 207-a benefits.

2. In the event an Member asserts an inability to perform duties, he or she shall be placed on sick leave until such time as it is determined that he or she is eligible for section 207-a benefits. If the Member uses or has used all of their sick time, then the Member shall be advanced sick time against future sick time accruals until such time as a determination can be made regarding the Member's section 207-a status. Any payments made without the use of accrued sick time does not constitute an acceptance of the Member's 207-a claim.

### **Benefit Determination**

An application for section 207-a benefits shall be processed in the following manner:

Upon submission of the completed accident report to the Fire Chief or Assistant Fire Chief, the Member will be provided an accident packet containing the following documents:

- a. Supervisor Comment Sheet
- b. Medical Release
- c. Application for General Municipal Law 207-a benefits
- d. Outside Employment Wage Verification
- e. Physician Report
- f. Administration Report

The Completed accident packet must be submitted to the Commissioner of Public Safety, or his or her designee, within five (5) calendar days or 207-a benefits shall be denied. The Commissioner, his or her designee, or a hearing officer may waive the five (5) day filing requirement if the late filing is for good cause.

The Commissioner of Public Safety, or his or her designee, shall promptly review the completed accident packet and any other pertinent documents or evidence available and shall render a decision within five (5) calendar days of submission. If extenuating circumstances, such as an independent medical exam,

require a longer determination period, the Member will, if necessary, be advanced sick time against future sick time accruals until such time as a determination is made.

Should the Commissioner of Public Safety, or his or her designee, determine that the Member was injured in the performance of duty or that the Member was taken sick as a result of performance of duty so as to necessitate medical or other lawful treatment, the Commissioner, or his or her designee, shall restore the Member's sick time and direct payment of the full amount of the regular salary or wages until the Member is able to return to regular or light duty or the disability arising there from has ceased. The Commissioner, or his or her designee, shall insure that the City will be responsible for the cost of medical or other lawful treatment and for any hospital care associated with such injury or illness. Any insurance deductible which a Member would ordinarily be required to pay shall be provided for or reimbursed by the City. A written notice of such determination by the Commissioner, or his or her designee, shall be provided to the Member, placed in the Member's personnel file, and provided to the Department of Public Safety.

The payment of the full amount of regular salary or wages may be discontinued as provided by section 207-a. Any review of eligibility for the continuation of benefits may only occur after an assessment of the medical condition of the Member or if other information raises a question as to whether a disability may have ceased or whether the extent of a disability may have diminished so as to permit a light duty assignment. In the event a question arises as to either initial eligibility for benefits or the continuation of benefits once awarded, the following procedure shall apply:

1. The Commissioner, or his or her designee, shall promptly inquire into the fact(s) surrounding the matter at issue. The Member will be required to submit to periodic medical examinations as may be necessary to determine the existence or continuation of a disability or illness and its extent. To resolve a question of initial or continued eligibility for benefits, the Commissioner, or his or her designee, shall make a decision on the basis of medical

evaluations and other information as may be available or as may be requested by the Commissioner. The Member or his or her representative may produce any document, sworn statement, or other record relating to the alleged injury or illness or the incident alleged to have caused such condition. The Commissioner, or his or her designee, shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and with reasonable notice, require the attendance of the Member or any witness to an incident to secure information; shall require the Member to sign a release or waiver for information of his or her medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure.

2. The Commissioner, or his or her designee, shall make a determination as to initial or continued eligibility for benefits based upon information collected or obtained pursuant to this process. The Member shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon the request of the Member or his or her representative, a copy of any document used by the Commissioner, or his or her designee, to determine initial or continued eligibility for any benefits afforded by section 207-a shall be made available. In the event the Member is adversely affected by a determination, he or she may request a hearing in accordance with the appeal procedures set forth in this procedure.

#### Appointments

1. The City will pay overtime to Members receiving GML 207-a benefits for the time spent attending treatment, physician visits, and workers compensation board hearings (hereinafter collectively referred to as "appointments") related to their GML 207-a injury and held on dates/times at which the Member is not scheduled to work, including travel to and from such appointments.
2. Members will make a reasonable effort to schedule such appointments on dates and times that they are scheduled to work.

3. Members attending an appointment as defined herein and related to their GML 207-a injury while on duty will be released from work without the need to charge accruals for the appointment, including the period of time required to travel to and from the appointment.

4. Members shall submit proof of attendance at an appointment to the Fire Chief, or his designee, as soon as practicable. Should a Member fail to timely provide proof of attendance at an appointment within fourteen (14) days of the appointment, the Member shall waive his or her right to payment, absent unforeseen circumstances.

#### **Assignment to Light Duty**

As authorized by the provisions of Subdivision 3 of Section 207-a, and this Agreement, the Commissioner, or his or her designee, may assign a disabled Member specified light duties consistent with his or her status as a firefighter. The Commissioner, or his or her designee, prior to making a light duty assignment, shall advise the Member receiving benefits under 207-a that his or her ability to perform light duty assignment is being reviewed. Such Member may submit to the Commissioner, or his or her designee, any document or other evidence in regard to the extent of his or her disability. The Commissioner, or his or her designee, may order a medical examination or examinations of the Member, to be made at the expense of the Employer. The physician selected shall be provided with a 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 Member to perform certain duties or activities, given the nature and extent of the disability. In addition, the physician shall be required to specify any specific restrictions on the activities that may be engaged in by the Member, and/or hours that he or she may work. Upon review of the medical assessment of the Member's ability to perform a proposed light duty assignment and other pertinent information, the Commissioner, or his or her designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. If a Member receiving 207-a benefits refuses to perform a designated light duty assignment, his or her 207-a benefits

shall be discontinued. When a Member accepts a light duty assignment, 207-a payments for the full amount of regular salary or wages cease.

If the Employer and Member agree, other light duty assignments may be detailed. Such assignments shall consist of filing of departmental documents and such other miscellaneous clerical duties as directed by the Chief or Assistant Chief of the Fire Department.

When two (2) or more Members are eligible for light duty, seniority of the injured Members shall be the determining factor when making light duty assignments within a shift or division.

### **APPEAL OF ADVERSE FINAL DETERMINATIONS**

In the event that a Member disagrees with the Commissioner's final determination regarding the initial or continued eligibility for 207-a benefits, he or she shall, within ten (10) days of the receipt of the determination, present to the Commissioner, or his or her designee, a written request for a hearing. Within fourteen (14) calendar days of receiving a request for a hearing, the matter shall be referred to a hearing officer mutually agreed upon by the parties. If the parties are unable to agree upon a hearing officer, either party may request a list of arbitrators from PERB and the PERB procedure for arbitrator designation shall apply. It is understood that the arbitrator selected from the PERB list shall function as a hearing officer, shall be bound by statutory law and case law and shall be empowered to make a determination as to whether the Commissioner's decision regarding the Member's present section 207-a status was based upon substantial evidence. The hearing officer shall have no authority to bind either party regarding any future potential change in that status. The hearing officer shall conduct the hearing in accordance with established rules of evidence pursuant to the New York State Administrative Procedure Act. Hearsay and parole evidence shall be allowed and the hearing officer will weigh the importance and veracity of the evidence. A stenographer shall be used to create a permanent record of the hearing and the City and Union shall pay equal portions of the proceeding. Upon completion of the hearing, the hearing officer shall have thirty (30) calendar days to submit his or her written recommendation to the Saratoga Springs City

Council. Within ten (10) calendar days of receipt, the City Council shall adopt or reject the hearing officer's recommendation. The City Council's decision shall be subject to review pursuant to CPLR Article 78.

With respect to the provisions of this procedure, any Member found not cooperating in assisting in the determination as to eligibility for the benefits of 207-a, shall be deemed to have waived his or her rights to such benefits. The Member shall be notified, in writing by certified mail, the reason for the termination of benefits as well as what actions must be taking to again be placed on section 207-a status. A Member who is deemed to have waived his or her right to section 207-a benefits and who disagrees with such determination shall be permitted to contest that decision pursuant to the provisions above.

In the event the Commissioner deems it in the best interest of the City, it may submit to the NYS retirement system application(s) for disability retirement consistent with the provisions of section 363 and 363-c of the NYS Retirement and Social Security Law.

## **ARTICLE XVIII EMERGENCY MEDICAL SERVICES (EMS)**

### Section 1 – Statement of Commitment

Both the City and the Union recognize the importance of the EMS program operated by the Saratoga Springs Fire Department. Both parties are committed to the purpose of delivering this service at the highest level of professional standards.

Job Descriptions, Definitions and Qualifications:

EMS Coordinator: (see Appendix D attached hereto)

Quality Improvement Person: (see Appendix E attached hereto) Department Lab

Instructors: One (1) per shift (see Appendix F attached hereto)

### Section 2 – Enrollment in EMS Courses

If a limited number of Members are allowed to enroll in an EMT or AEMT course, the EMS Coordinator shall post the course schedule and request a sign-up of all interested members wishing to take the course. The EMS Coordinator will then advise the eligible Members who meet the minimum requirements of the course they will be attending with the final determination being based on seniority within the Department. All such courses shall be treated as compulsory courses and members will be compensated accordingly.

The City of Saratoga Springs through the Fire Chief and EMS Coordinator, will, on or about January 1 and July 1 of each and every year, publish in each fire station, a list of names showing all Members who possess an EMT and/or and AEMT certification and respective expiration dates of said certificate. The City through its Fire Chief or EMS coordinator agrees that it shall cause a written notification letter or memorandum to be issued to each individual EMT and/or AEMT, at least six (6) months prior to the expiration of said Members EMT/AEMT certification, notifying said Members of their expiration date.

Recertification in the EMS program at the EMT level or AEMT level will be treated as a compulsory course and the City shall give the Members of the program the option of recertifying in the EMT and/or AEMT program in the following ways:

1. Regular refresher course where Members will be compensated accordingly for the entire length of the course.
2. Successfully passing the challenge test or attending rapid recertification where Members will be compensated for all time spent.
3. Participating in the EMT Pilot Recertification Program in accordance with DOH regulations and standards where Members will be compensated for all time spent.

### Section 3 – EMT Educational Incentives

In addition to their regular salaries, an EMT educational incentive shall be paid annually to eligible members according to the following schedule:

BLS (EMT ½): \$2,000.00                      ALS (EMT ¾; Paramedic): \$3,000.00

Payments shall be made in two (2) equal installments on or about January 1 and July 1 each year.

Effective January 1, 2019, the annual stipends for BLS and ALS shall be increased by \$250.00, with such increase to continue each year until 2023 as follows:

2019:	BLS (EMT ½): \$2,250.00	ALS (EMT ¾): \$3,250.00
2020:	BLS (EMT ½): \$2,500.00	ALS (EMT ¾): \$3,500.00
2021:	BLS (EMT ½): \$2,750.00	ALS (EMT ¾): \$3,750.00
2022:	BLS (EMT ½): \$3,000.00	ALS (EMT ¾): \$4,000.00
2023:	BLS (EMT ½): \$3,250.00	ALS (EMT ¾): \$4,250.00

Members will maintain their EMT certification for fifteen (15) years from initial date of hire. The Chief may grant a waiver or extension to secure EMT recertification where, in his or her discretion, circumstances exist warranting such a waiver or extension. Such a waiver or extension will not be unreasonably withheld. Members attending these EMT (BLS) or paramedic (ALS) courses shall be able to do so during their regularly scheduled tour of duty if possible or shall be compensated accordingly upon successful completion of the EMS course.

Successful completion of the EMS course will also require the Member to actively participate in the Department's EMS program at the highest EMS level for which he or she is qualified in accordance with the level of care the Department provides.

Section 4 – An on-line paramedic who serves as an EMS preceptor for a Member who is a current paramedic student or intern in a recognized Paramedic program will receive an additional one (1) hour of pay at the paramedic’s overtime rate for each eight (8) hours so assigned.

**ARTICLE XIX**  
**ANNUAL PHYSICALS**

A. Members of the Department shall be given annual physicals in accordance with OSHA’s Respiratory Protection Standard. Members will be given the option of using their personal physician or a company hired by the City that has a Physician or Other Licensed Health Care Provider (PLHCP) that is qualified to do the testing. It will be the City’s responsibility to provide or pay for the physical in accordance with Paragraph “F” below. The City shall also pay for any additional testing that is needed for a determination of Class A Firefighter status.

B. The Fire Chief shall be responsible for listing the tasks routinely performed by the firefighters and he shall provide the list to a representative of the Union for approval prior to finalizing it. The Chief shall submit the list of duties to the physician who conducts the OSHA examinations on behalf of the City. If a personal physician is being used, the Member will supply the physician with the list. The purpose of providing the list to the physicians is to make them aware of the physical requirements for firefighters to perform their responsibilities on a daily basis.

C. In addition to the physical, a written form will be filled out by the Members and submitted to the examining physician. The questions on the form will consist of the mandatory questions that require an answer in Appendix C to 1910.134: OSHA Respiratory Medical Evaluation Questionnaire.

D. The PLHCP hired by the City shall be agreed upon by the City and Union and will perform a physical that is agreed upon by both the City and Union, in accordance with OSHA standards.

E. If the Member chooses to be examined by his or her private physician, the extent of the physical shall be up to the Member and the physician, however, the physical will include at least the same

tests and examinations being performed by the City's PLHCP. In the event a pulmonary function test and a mask fit test are not available at the private physician's office, the Member shall have this part of the physical performed by the City's PLHCP.

F. The cost of the annual physical and any tests and follow up examinations that are conducted by a Member's personal physician shall be paid through the Member's health insurance, in accordance with OSHA standards. In the event the Member's health insurance does not cover such costs, the City shall pay for same to a maximum of the amount paid by the City for its PLHCP for examinations, tests and follow up examinations.

G. In the event a Member requires further testing to determine whether he or she meets Class A firefighting status, it will be up to the examining physician to determine if the Member shall continue as a Class A firefighter until such time as additional testing can be performed, and a determination made as to the Member's firefighting status. In the event the determination is made that the Member cannot continue as a Class A firefighter, the Member shall be entitled to continue working in a light duty capacity in accordance with Article XX herein, unless at his or her own option, he or she chooses to remain off duty until such time as he or she is recertified with Class A firefighting status. In such cases, the Member shall be entitled to remain on payroll by drawing from his or her contractual leave time credits or trading time with other members.

H. This Agreement will become a part of the City's written respiratory program under The Respiratory Protection Standard at 29 CFR 1910.134.

## **ARTICLE XX**

### **LIGHT DUTY**

1. The purpose of this Article is to set forth the terms of a light-duty work program for Members of the Department who:

- a. are injured or taken ill as a result of an on-the-job incident (performance of duty) and are unable to perform their regular duties for the Department; or
- b. are injured or taken ill as a result of an off-the-job incident (not in the performance of duty) and are unable to perform their regular duties for the Department; or
- c. as a result of the annual mandatory OSHA physical (Article XIX) require further testing to determine Class A firefighter status, or who do not receive Class A firefighter status.

2. Members who are unable to perform their regular duties as a result of an on-the-job incident shall be assigned to participate in the light duty program at the City's option or upon their own request.

3. Members who are unable to perform their regular duties as a result of an off-the-job incident shall be entitled to participate in the light duty program at their own request, subject to approval by the City, which shall not be unreasonably withheld.

4. Members who are unable to perform their regular duties after an OSHA physical because they require further testing or who do not receive Class A firefighter status, shall be entitled to participate in the program at their own request.

5. Light duty is intended as a program to permit Members to continue to work at the Department and not as means to harass or belittle them. Positions currently held by full duty Members, will not be filled by Members in the light duty program.

6. a. Prior to assignment to the light duty program, a Member who is unable to perform his or her regular duties as a result of an on-the-job incident shall be notified that he or she will be scheduled for an evaluation by the City's physician or other licensed health care provider (hereinafter, City's physician) to determine the Member's fitness for light duty.

b. The City shall provide a list of light duty assignments in the light duty program to the City's physician and the Member. In addition, the physician shall be required to specify any specific restrictions on the activities that may be engaged in by the Member and/or hours that he or she may work.

c. The physician shall examine the Member and submit a statement to the City with a copy to the Member, as to whether the Member is fit to perform any of the duties in the light duty program, which duties, if any, the Member is fit to perform and any restrictions on activities which may be engaged in or hours which may be worked.

d. In the event the Member disagrees with the opinion of the City's physician, he or she shall be entitled to submit a report from his or her own physician or licensed health care provider (PLHCP). In the event of a disagreement between the Member's physician and the City's physician, the Member shall not be assigned to light duty until the issues are finally resolved in accordance with this procedure.

e. The City shall notify the Member after receipt of the report from the Member's physician as to whether the City believes the Member should report to light duty as proposed. In the event the Member disagrees with the City's determination, the dispute may be submitted directly to arbitration in accordance with Article VI, Step 3 above.

7. a. Members who are unable to perform their regular duties as a result of an off-the job incident, or who require further testing to determine Class A firefighter status, or who fail to receive Class A firefighter status, may, at their own option, choose to participate in the light duty program, subject to approval required in paragraph 3 above.

b. Such Members shall be entitled to be examined by the City physician or their own physician and shall provide the list of light duty assignments and request for specific restrictions in accordance with Section 6.b. above to the physician of his or her choice.

c. The physician shall submit a statement to the City with a copy to the Member in accordance with Section 6.c. above.

d. If the physician's report indicates that the Member is fit for assignment to the light duty program he or she shall be entitled to participate in the program, in accordance with the report of the physician.

8. Members who have been determined as eligible for assignment to the light duty program in accordance with the procedure above shall be assigned to the program in accordance with the following:

a. Members who are unable to perform their regular duties as a result of an on-the-job incident shall be entitled to remain on the work schedule of their regular assignment and to work with their shift, for the first Sixteen (16) calendar days of the light duty assignment, subject to the right of the Chief to detail them to appropriate light duty assignments from 0800 hours to 1600 hours, Monday through Friday to the extent such hours/days, fall within their regular schedule.

b. Except as provided in Section 8.a. above, light duty assignments shall be scheduled for Monday through Friday, from 0800 hours to 1600 hours.

9. Light duty assignments shall consist of the following duties:

a. Assist with record keeping and paperwork in Chief's office and Fire Inspector's office

b. Assist at the scene by shuttling air bottles needing to be filled, transporting manpower to the scene.

c. Assist Fire Inspector with inspection tours.

d. Give lectures to schools and organizations on fire prevention and fire safety, to include extinguisher demonstrations as appropriate.

e. Any other duties which are consistent with a Firefighter's status as such and which are mutually agreed upon by the Department and the Member.

10. Members shall be assigned to light duty positions, consistent with the physician's restrictions and in the event more than one (1) Member is eligible for the same light duty assignment, at the same time, seniority shall prevail. Seniority shall not however entitle a Member to bump another Member from a light duty position being held prior to the time the senior Member became eligible for the light duty position.

a. Members who participate in the light duty program shall remain subject to further certification for continuation in light duty status, by the City's physician.

b. In all cases, Members shall be entitled to submit the medical opinions of their own physicians to the City after receipt of the report from the City's physician.

c. In the event the City determines that a Member is capable of returning to full duty, the City shall submit written notification to the Member.

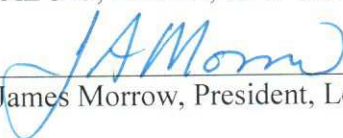
d. If the Member disputes the City's determination, he or she shall not be reassigned to regular duty until the issues are finally resolved in accordance with this procedure.

e. A Member who disagrees with the City's determination may submit the dispute directly to arbitration in accordance with Article VI, Step 3 above.

11. In all cases, Members assigned to the light duty program shall retain all of their rights and benefits under this Agreement, including the grievance and arbitration provisions of Article VI.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 17<sup>th</sup> day of September, 2019

SARATOGA SPRINGS FIREFIGHTERS UNION  
LOCAL 343, I.A.F.F., AFL-CIO

BY:   
James Morrow, President, Local 343

CITY OF SARATOGA SPRINGS


BY:   
Meg Kelly, Mayor

Per City Council approval 9-17-19

STATE OF NEW YORK  
COUNTY OF SARATOGA ss.:

On the 16<sup>th</sup> day of September in the year 2019 before me, the above signed, JAMES MORROW personally appeared and personally known to me as the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, executed the instrument.

ANTHONY J. IZZO  
Notary Public - State of New York  
No. 021Z4830454  
My Commission Expires 1/31/22

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

STATE OF NEW YORK  
COUNTY OF SARATOGA ss.:

On the 18<sup>th</sup> day of September in the year 2019 before me, the above signed, Meg Kelly, personally appeared and personally known to me who being by me sworn, did depose and say that she resides in the City of Saratoga Springs, New York; the she is the Mayor of the City of Saratoga Springs, New York, the Municipal Corporation described in and who executed the foregoing instrument; that she knows the Seal of the said City of Saratoga Springs, that the Seal affixed to said instrument is such corporate seal; that it was affixed by order of the Council of Saratoga Springs, pursuant to the City Charter on the 19<sup>th</sup> day of September 2019, and that she signed her name thereto by like order.

ANTHONY J. IZZO  
NOTARY PUBLIC, SARATOGA COUNTY  
# 021Z4830454  
COM. EXP. 1-31-22

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

CERTIFICATION OF CORPORATION COUNSEL

I hereby certify that the person who executed the above instrument on the part of the City of Saratoga Springs had power and authority to make such contract and that the contract is in proper form and properly executed.

  
\_\_\_\_\_  
Corporation Counsel

**APPENDIX A**

**Firefighters**

	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
1	\$36,628	\$37,361	\$40,658	\$41,471	\$42,301	\$43,147
2	\$42,033	\$42,874	\$45,006	\$45,906	\$46,825	\$47,761
3	\$45,036	\$45,937	\$48,130	\$49,093	\$50,075	\$51,076
4	\$61,091	\$62,313	\$63,559	\$64,831	\$66,127	\$67,450
5	\$63,998	\$65,278	\$66,584	\$67,915	\$69,274	\$70,659
6	\$66,258	\$67,583	\$68,935	\$70,313	\$71,720	\$73,154
7	\$67,766	\$69,121	\$70,504	\$71,914	\$73,352	\$74,819
8	\$68,482	\$69,852	\$71,249	\$72,674	\$74,127	\$75,610
9	\$69,199	\$70,583	\$71,995	\$73,435	\$74,903	\$76,401
10	\$69,913	\$71,311	\$72,737	\$74,192	\$75,676	\$77,189
11	\$70,173	\$71,576	\$73,008	\$74,468	\$75,957	\$77,477
12	\$70,173	\$71,576	\$73,008	\$74,468	\$75,957	\$77,477
13	\$70,173	\$71,576	\$73,008	\$74,468	\$75,957	\$77,477
14	\$70,173	\$71,576	\$73,008	\$74,468	\$75,957	\$77,477
15	\$70,173	\$71,576	\$73,008	\$74,468	\$75,957	\$77,477
16	\$70,433	\$71,842	\$73,278	\$74,744	\$76,239	\$77,764
17	\$70,433	\$71,842	\$73,278	\$74,744	\$76,239	\$77,764
18	\$70,433	\$71,842	\$73,278	\$74,744	\$76,239	\$77,764
19	\$70,433	\$71,842	\$73,278	\$74,744	\$76,239	\$77,764
20	\$70,901	\$72,319	\$73,766	\$75,241	\$76,746	\$78,281
21	\$71,109	\$72,531	\$73,982	\$75,462	\$76,971	\$78,510
22	\$71,317	\$72,744	\$74,199	\$75,683	\$77,196	\$78,740
23	\$71,525	\$72,956	\$74,415	\$75,903	\$77,421	\$78,970
24	\$71,734	\$73,169	\$74,632	\$76,125	\$77,647	\$79,200
25	\$71,942	\$73,380	\$74,848	\$76,345	\$77,872	\$79,429
26	\$72,150	\$73,593	\$75,065	\$76,566	\$78,097	\$79,659
27	\$72,358	\$73,805	\$75,281	\$76,787	\$78,322	\$79,889
28	\$72,566	\$74,017	\$75,497	\$77,007	\$78,548	\$80,119
29	\$72,774	\$74,229	\$75,714	\$77,228	\$78,773	\$80,348
30	\$72,982	\$74,442	\$75,930	\$77,449	\$78,998	\$80,578
31	\$73,190	\$74,654	\$76,147	\$77,670	\$79,223	\$80,808
32	\$73,398	\$74,866	\$76,363	\$77,891	\$79,449	\$81,037
33	\$73,606	\$75,078	\$76,580	\$78,112	\$79,674	\$81,267
34	\$73,814	\$75,291	\$76,796	\$78,332	\$79,899	\$81,497
35	\$74,022	\$75,503	\$77,013	\$78,553	\$80,124	\$81,727
36	\$74,230	\$75,715	\$77,229	\$78,774	\$80,349	\$81,956
37	\$74,439	\$75,927	\$77,446	\$78,995	\$80,575	\$82,186
38	\$74,647	\$76,140	\$77,662	\$79,216	\$80,800	\$82,416
39	\$74,855	\$76,352	\$77,879	\$79,436	\$81,025	\$82,646
40	\$75,063	\$76,564	\$78,095	\$79,657	\$81,250	\$82,875
41	\$75,271	\$76,776	\$78,312	\$79,878	\$81,476	\$83,105
42	\$75,479	\$76,989	\$78,528	\$80,099	\$81,701	\$83,335

**Lieutenants**

**(3<years)**

	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
1	\$75,713	\$77,227	\$78,772	\$80,347	\$81,954	\$83,593
2	\$75,713	\$77,227	\$78,772	\$80,347	\$81,954	\$83,593
3	\$75,713	\$77,227	\$78,772	\$80,347	\$81,954	\$83,593
4	\$75,713	\$77,227	\$78,772	\$80,347	\$81,954	\$83,593
5	\$75,713	\$77,227	\$78,772	\$80,347	\$81,954	\$83,593
6	\$76,701	\$78,235	\$79,800	\$81,396	\$83,024	\$84,685
7	\$76,701	\$78,235	\$79,800	\$81,396	\$83,024	\$84,685
8	\$76,701	\$78,235	\$79,800	\$81,396	\$83,024	\$84,685
9	\$76,701	\$78,235	\$79,800	\$81,396	\$83,024	\$84,685
10	\$76,701	\$78,235	\$79,800	\$81,396	\$83,024	\$84,685
11	\$76,962	\$78,501	\$80,071	\$81,672	\$83,306	\$84,972
12	\$76,962	\$78,501	\$80,071	\$81,672	\$83,306	\$84,972
13	\$76,962	\$78,501	\$80,071	\$81,672	\$83,306	\$84,972
14	\$76,962	\$78,501	\$80,071	\$81,672	\$83,306	\$84,972
15	\$76,962	\$78,501	\$80,071	\$81,672	\$83,306	\$84,972
16	\$77,222	\$78,766	\$80,341	\$81,948	\$83,587	\$85,259
17	\$77,222	\$78,766	\$80,341	\$81,948	\$83,587	\$85,259
18	\$77,222	\$78,766	\$80,341	\$81,948	\$83,587	\$85,259
19	\$77,222	\$78,766	\$80,341	\$81,948	\$83,587	\$85,259
20	\$77,690	\$79,244	\$80,828	\$82,445	\$84,094	\$85,776
21	\$77,898	\$79,456	\$81,045	\$82,666	\$84,319	\$86,006
22	\$78,106	\$79,668	\$81,261	\$82,887	\$84,544	\$86,235
23	\$78,314	\$79,880	\$81,478	\$83,107	\$84,770	\$86,465
24	\$78,522	\$80,093	\$81,694	\$83,328	\$84,995	\$86,695
25	\$78,730	\$80,305	\$81,911	\$83,549	\$85,220	\$86,924
26	\$78,938	\$80,517	\$82,127	\$83,770	\$85,445	\$87,154
27	\$79,146	\$80,729	\$82,344	\$83,991	\$85,671	\$87,384
28	\$79,354	\$80,942	\$82,560	\$84,212	\$85,896	\$87,614
29	\$79,563	\$81,154	\$82,777	\$84,432	\$86,121	\$87,843
30	\$79,771	\$81,366	\$82,993	\$84,653	\$86,346	\$88,073
31	\$79,979	\$81,578	\$83,210	\$84,874	\$86,571	\$88,303
32	\$80,187	\$81,790	\$83,426	\$85,095	\$86,797	\$88,533
33	\$80,395	\$82,003	\$83,643	\$85,316	\$87,022	\$88,762
34	\$80,603	\$82,215	\$83,859	\$85,536	\$87,247	\$88,992
35	\$80,811	\$82,427	\$84,076	\$85,757	\$87,472	\$89,222
36	\$81,019	\$82,639	\$84,292	\$85,978	\$87,698	\$89,452
37	\$81,227	\$82,852	\$84,509	\$86,199	\$87,923	\$89,681
38	\$81,435	\$83,064	\$84,725	\$86,420	\$88,148	\$89,911
39	\$81,643	\$83,276	\$84,942	\$86,641	\$88,373	\$90,141
40	\$81,851	\$83,488	\$85,158	\$86,861	\$88,599	\$90,371
41	\$82,059	\$83,701	\$85,375	\$87,082	\$88,824	\$90,600

**Lieutenants**

**(3>years)**

	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
1	\$81,013	\$82,633	\$84,286	\$85,972	\$87,691	\$89,445
2	\$81,013	\$82,633	\$84,286	\$85,971	\$87,691	\$89,445
3	\$81,013	\$82,633	\$84,286	\$85,971	\$87,691	\$89,445
4	\$81,013	\$82,633	\$84,286	\$85,971	\$87,691	\$89,445
5	\$81,013	\$82,633	\$84,286	\$85,971	\$87,691	\$89,445
6	\$82,001	\$83,641	\$85,314	\$87,020	\$88,761	\$90,536
7	\$82,001	\$83,641	\$85,314	\$87,020	\$88,761	\$90,536
8	\$82,001	\$83,641	\$85,314	\$87,020	\$88,761	\$90,536
9	\$82,001	\$83,641	\$85,314	\$87,020	\$88,761	\$90,536
10	\$82,001	\$83,641	\$85,314	\$87,020	\$88,761	\$90,536
11	\$82,261	\$83,907	\$85,585	\$87,296	\$89,042	\$90,823
12	\$82,261	\$83,907	\$85,585	\$87,296	\$89,042	\$90,823
13	\$82,261	\$83,907	\$85,585	\$87,296	\$89,042	\$90,823
14	\$82,261	\$83,907	\$85,585	\$87,296	\$89,042	\$90,823
15	\$82,261	\$83,907	\$85,585	\$87,296	\$89,042	\$90,823
16	\$82,521	\$84,172	\$85,855	\$87,572	\$89,324	\$91,110
17	\$82,521	\$84,172	\$85,855	\$87,572	\$89,324	\$91,110
18	\$82,521	\$84,172	\$85,855	\$87,572	\$89,324	\$91,110
19	\$82,521	\$84,172	\$85,855	\$87,572	\$89,324	\$91,110
20	\$82,990	\$84,649	\$86,342	\$88,069	\$89,831	\$91,627
21	\$83,198	\$84,862	\$86,559	\$88,290	\$90,056	\$91,857
22	\$83,406	\$85,074	\$86,775	\$88,511	\$90,281	\$92,087
23	\$83,614	\$85,286	\$86,992	\$88,732	\$90,506	\$92,316
24	\$83,822	\$85,498	\$87,208	\$88,952	\$90,732	\$92,546
25	\$84,030	\$85,711	\$87,425	\$89,173	\$90,957	\$92,776
26	\$84,238	\$85,923	\$87,641	\$89,394	\$91,182	\$93,006
27	\$84,446	\$86,135	\$87,858	\$89,615	\$91,407	\$93,235
28	\$84,654	\$86,347	\$88,074	\$89,836	\$91,632	\$93,465
29	\$84,862	\$86,560	\$88,291	\$90,057	\$91,858	\$93,695
30	\$85,070	\$86,772	\$88,507	\$90,277	\$92,083	\$93,925
31	\$85,278	\$86,984	\$88,724	\$90,498	\$92,308	\$94,154
32	\$85,487	\$87,196	\$88,940	\$90,719	\$92,533	\$94,384
33	\$85,695	\$87,409	\$89,157	\$90,940	\$92,759	\$94,614
34	\$85,903	\$87,621	\$89,373	\$91,161	\$92,984	\$94,844
35	\$86,111	\$87,833	\$89,590	\$91,381	\$93,209	\$95,073
36	\$86,319	\$88,045	\$89,806	\$91,602	\$93,434	\$95,303
37	\$86,527	\$88,257	\$90,023	\$91,823	\$93,660	\$95,533
38	\$86,735	\$88,470	\$90,239	\$92,044	\$93,885	\$95,762
39	\$86,943	\$88,682	\$90,456	\$92,265	\$94,110	\$95,992
40	\$87,151	\$88,894	\$90,672	\$92,486	\$94,335	\$96,222
41	\$87,359	\$89,106	\$90,889	\$92,706	\$94,560	\$96,452

**Captains**

**(3<years)**

	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
1	\$85,063	\$86,764	\$88,499	\$90,269	\$92,075	\$93,916
2	\$85,063	\$86,764	\$88,500	\$90,270	\$92,075	\$93,917
3	\$85,063	\$86,764	\$88,500	\$90,270	\$92,075	\$93,917
4	\$85,063	\$86,764	\$88,500	\$90,270	\$92,075	\$93,917
5	\$85,063	\$86,764	\$88,500	\$90,270	\$92,075	\$93,917
6	\$86,051	\$87,773	\$89,528	\$91,319	\$93,145	\$95,008
7	\$86,051	\$87,773	\$89,528	\$91,319	\$93,145	\$95,008
8	\$86,051	\$87,773	\$89,528	\$91,319	\$93,145	\$95,008
9	\$86,051	\$87,773	\$89,528	\$91,319	\$93,145	\$95,008
10	\$86,051	\$87,773	\$89,528	\$91,319	\$93,145	\$95,008
11	\$86,312	\$88,038	\$89,799	\$91,595	\$93,426	\$95,295
12	\$86,312	\$88,038	\$89,799	\$91,595	\$93,426	\$95,295
13	\$86,312	\$88,038	\$89,799	\$91,595	\$93,426	\$95,295
14	\$86,312	\$88,038	\$89,799	\$91,595	\$93,426	\$95,295
15	\$86,312	\$88,038	\$89,799	\$91,595	\$93,426	\$95,295
16	\$86,572	\$88,303	\$90,069	\$91,871	\$93,708	\$95,582
17	\$86,572	\$88,303	\$90,069	\$91,871	\$93,708	\$95,582
18	\$86,572	\$88,303	\$90,069	\$91,871	\$93,708	\$95,582
19	\$86,572	\$88,303	\$90,069	\$91,871	\$93,708	\$95,582
20	\$87,040	\$88,781	\$90,556	\$92,367	\$94,215	\$96,099
21	\$87,248	\$88,993	\$90,773	\$92,588	\$94,440	\$96,329
22	\$87,456	\$89,205	\$90,989	\$92,809	\$94,665	\$96,559
23	\$87,664	\$89,417	\$91,206	\$93,030	\$94,890	\$96,788
24	\$87,872	\$89,630	\$91,422	\$93,251	\$95,116	\$97,018
25	\$88,080	\$89,842	\$91,639	\$93,471	\$95,341	\$97,248
26	\$88,288	\$90,054	\$91,855	\$93,692	\$95,566	\$97,477
27	\$88,496	\$90,266	\$92,072	\$93,913	\$95,791	\$97,707
28	\$88,705	\$90,479	\$92,288	\$94,134	\$96,017	\$97,937
29	\$88,913	\$90,691	\$92,505	\$94,355	\$96,242	\$98,167
30	\$89,121	\$90,903	\$92,721	\$94,576	\$96,467	\$98,396
31	\$89,329	\$91,115	\$92,938	\$94,796	\$96,692	\$98,626
32	\$89,537	\$91,328	\$93,154	\$95,017	\$96,918	\$98,856
33	\$89,745	\$91,540	\$93,371	\$95,238	\$97,143	\$99,086
34	\$89,953	\$91,752	\$93,587	\$95,459	\$97,368	\$99,315
35	\$90,161	\$91,964	\$93,804	\$95,680	\$97,593	\$99,545
36	\$90,369	\$92,177	\$94,020	\$95,900	\$97,818	\$99,775
37	\$90,577	\$92,389	\$94,237	\$96,121	\$98,044	\$100,005
38	\$90,785	\$92,601	\$94,453	\$96,342	\$98,269	\$100,234
39	\$90,993	\$92,813	\$94,670	\$96,563	\$98,494	\$100,464
40	\$91,201	\$93,025	\$94,886	\$96,784	\$98,719	\$100,694
41	\$91,410	\$93,238	\$95,102	\$97,005	\$98,945	\$100,924

**Captains**

**(3>years)**

	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
1	\$89,315	\$91,102	\$92,924	\$94,782	\$96,678	\$98,611
2	\$89,315	\$91,102	\$92,924	\$94,782	\$96,678	\$98,611
3	\$89,315	\$91,102	\$92,924	\$94,782	\$96,678	\$98,611
4	\$89,315	\$91,102	\$92,924	\$94,782	\$96,678	\$98,611
5	\$89,315	\$91,102	\$92,924	\$94,782	\$96,678	\$98,611
6	\$90,304	\$92,110	\$93,952	\$95,831	\$97,748	\$99,702
7	\$90,304	\$92,110	\$93,952	\$95,831	\$97,748	\$99,702
8	\$90,304	\$92,110	\$93,952	\$95,831	\$97,748	\$99,702
9	\$90,304	\$92,110	\$93,952	\$95,831	\$97,748	\$99,702
10	\$90,304	\$92,110	\$93,952	\$95,831	\$97,748	\$99,702
11	\$90,564	\$92,375	\$94,222	\$96,107	\$98,029	\$99,990
12	\$90,564	\$92,375	\$94,222	\$96,107	\$98,029	\$99,990
13	\$90,564	\$92,375	\$94,222	\$96,107	\$98,029	\$99,990
14	\$90,564	\$92,375	\$94,222	\$96,107	\$98,029	\$99,990
15	\$90,564	\$92,375	\$94,222	\$96,107	\$98,029	\$99,990
16	\$90,824	\$92,640	\$94,493	\$96,383	\$98,311	\$100,277
17	\$90,824	\$92,640	\$94,493	\$96,383	\$98,311	\$100,277
18	\$90,824	\$92,640	\$94,493	\$96,383	\$98,311	\$100,277
19	\$90,824	\$92,640	\$94,493	\$96,383	\$98,311	\$100,277
20	\$91,292	\$93,118	\$94,980	\$96,880	\$98,817	\$100,794
21	\$91,500	\$93,330	\$95,197	\$97,101	\$99,043	\$101,023
22	\$91,708	\$93,542	\$95,413	\$97,321	\$99,268	\$101,253
23	\$91,916	\$93,755	\$95,630	\$97,542	\$99,493	\$101,483
24	\$92,124	\$93,967	\$95,846	\$97,763	\$99,718	\$101,713
25	\$92,332	\$94,179	\$96,063	\$97,984	\$99,944	\$101,942
26	\$92,540	\$94,391	\$96,279	\$98,205	\$100,169	\$102,172
27	\$92,749	\$94,604	\$96,496	\$98,425	\$100,394	\$102,402
28	\$92,957	\$94,816	\$96,712	\$98,646	\$100,619	\$102,632
29	\$93,165	\$95,028	\$96,929	\$98,867	\$100,844	\$102,861
30	\$93,373	\$95,240	\$97,145	\$99,088	\$101,070	\$103,091
31	\$93,581	\$95,452	\$97,362	\$99,309	\$101,295	\$103,321
32	\$93,789	\$95,665	\$97,578	\$99,530	\$101,520	\$103,551
33	\$93,997	\$95,877	\$97,794	\$99,750	\$101,745	\$103,780
34	\$94,205	\$96,089	\$98,011	\$99,971	\$101,971	\$104,010
35	\$94,413	\$96,301	\$98,227	\$100,192	\$102,196	\$104,240
36	\$94,621	\$96,514	\$98,444	\$100,413	\$102,421	\$104,470
37	\$94,829	\$96,726	\$98,660	\$100,634	\$102,646	\$104,699
38	\$95,037	\$96,938	\$98,877	\$100,854	\$102,872	\$104,929
39	\$95,245	\$97,150	\$99,093	\$101,075	\$103,097	\$105,159
40	\$95,454	\$97,363	\$99,310	\$101,296	\$103,322	\$105,388
41	\$95,662	\$97,575	\$99,526	\$101,517	\$103,547	\$105,618

## LONGEVITY

In addition to the foregoing, longevity increments shall be added to each employee's salary as follows:

- a. Upon completion of five (5) years of service – Nine Hundred Fifty Dollars (\$950.00) per year.
- b. Upon completion of ten (10) years of service – One Thousand Two Hundred Dollars (\$1,200.00).
- c. Upon completion of fifteen (15) years of service – One Thousand Four Hundred Fifty Dollars (\$1,450.00).
- d. Upon completion of nineteen (19) years of service – One Thousand Nine Hundred Dollars (\$1,900.00).
- e. Upon completion of twenty (20) years of service, and for every year thereafter, members will receive a longevity increase of Two Hundred Dollars (\$200.00) per year for each year completed in excess of twenty (20) years, in addition to the Nineteen (19) year longevity payments.
- f. Effective January 1, 2017, the longevity increments shall be incorporated into the salary schedule for firefighters as reflected on the attached schedule prior to the calculation of any across the board increase. Thereafter, Longevity as a separate payment will be eliminated. For Lieutenants and Captains, their initial and "Year 3" rates shall be as reflected on the attached schedule. Since their longevity includes any service as a firefighter and is not commensurate with "3 years", once a lieutenant or captain becomes eligible for longevity under the above provisions, is shall be added to his/her base salary for any future wage increases.

**APPENDIX B**  
**WEIGHT CHART**

**MALES**

Height	Minimum Acceptable Weight	Maximum Acceptable Weight
5 ft. 2 in.	113	174
5 ft. 3 in.	114	177
5 ft. 4 in.	116	181
5 ft. 5 in.	118	185
5 ft. 6 in.	120	190
5 ft. 7 in.	121	194
5 ft. 8 in.	123	199
5 ft. 9 in.	125	203
5 ft. 10 in.	127	208
5 ft. 11 in.	128	212
6 ft. 0 in.	131	217
6 ft. 1 in.	134	221
6 ft. 2 in.	136	227
6 ft. 3 in.	139	232
6 ft. 4 in.	143	238

**FEMALES**

Height	Minimum Acceptable Weight	Maximum Acceptable Weight
4 ft. 10 in.	90	153
4 ft. 11 in.	91	156
5 ft. 0 in.	92	159
5 ft. 1 in.	93	163
5 ft. 2 in.	95	166
5 ft. 3 in.	98	170
5 ft. 4 in.	100	175
5 ft. 5 in.	103	180
5 ft. 6 in.	106	184
5 ft. 7 in.	108	189
5 ft. 8 in.	111	193
5 ft. 9 in.	114	196
5 ft. 10 in.	116	200
5 ft. 11 in.	119	203
6 ft. 0 in.	121	206

NOTE: The maximum acceptable weight column includes a four (4) pound allowance for underwear, trousers, and shirt. Height shall be measured without shoes or headgear.

**APPENDIX C**  
**PHYSICAL FITNESS TEST**

The physical fitness test is made of three parts: (a) strength, (b) endurance, and (c) flexibility. Members must pass all three (3) parts of this test in order to successfully complete this portion of the health standards program.

A. **Strength**: Hand and arm strength are necessary for firefighters to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The Employee is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulder. Fingers should be pointed straight ahead. The Employee lowers the body until the Employee's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The Employee then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below.

<b>AGE</b>	<b>20-29</b>	<b>30-39</b>	<b>40 &amp; Older</b>
Male	30	25	15
Female	15	15	15

B. **Endurance**: Bent Knee Sit Ups will be used to measure the Employee's abilities to maintain continued exertion over a prolonged period of time. The Employee lies back on the floor, with the knees bend. The fingers should be laced behind the neck. The Employee sits up, then returns to the prone position (knees should be bent at an approximate forty-five degree (45°) angle). The Employee should be able to complete the indicated number of bent knee sit ups in one (1) minutes time.

<b>AGE</b>	<b>20-29</b>	<b>30-39</b>	<b>40 -49</b>	<b>50-59</b>	<b>60-69</b>
Male	34	31	26	20	18
Female	30	24	15	14	14

C. Flexibility: It is important that each Employee maintain flexibility. Flexibility will help decrease the chances of lower back injury. The test for flexibility will be a one and one half (1.5) mile run. The times for passing this portion of the test are measured in minutes and charted below:

<b>AGE</b>	<b>20-29</b>	<b>30-39</b>	<b>40 -49</b>	<b>50-59</b>	<b>60-69</b>
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

D. Standards of Error Calculation: The Institute for Aerobics Research also considers “Standards of Error” in calculating the above standards. The standards of error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores.

1.5 mile run	Subtract 55 seconds from final score
Sit Ups	Add 1 sit up to final score
Push Ups	No standard of error has been computed

**APPENDIX D**  
**JOB DESCRIPTION – EMS COORDINATOR**

**Minimum Requirements:**

1. NYS Certified at the level of care provided by the City of Saratoga Springs.
2. AHA CPR Instructor or complete as soon as possible.
3. Computer with database and processor program courses as available.
4. Rank of Lieutenant or higher.
5. Minimum of five (5) years as a firefighter with the Saratoga Springs Fire Department.

**Duties and Responsibilities:**

The duties for EMS Coordinator will be assigned to an existing Fire Department position by seniority bid and will be performed on a part-time basis. Duties will be performed after working hours (8 a.m.-4 p.m.) and on days off. The Coordinator will be under the direct supervision of the Fire Chief. Duties shall include, but are not limited to, the following:

1. Prepare and submit budget requests for training and equipment purchase and/or replacement.
2. Develop and maintain a system of inventory control and ordering for all EMS equipment and supplies.
3. Represent the Saratoga Springs Fire Department on the County EMS Council and the Saratoga Hospital Liaison Committee.
4. Develop and chair the Department's Quality Assurance Committee.
5. Organize and schedule EMS related training. This shall include CPR and refresher training. It may be necessary for the Coordinator to teach some of the training.
6. Act as a liaison between the Saratoga Hospital, the Emergency Corps and any other organization(s) or person(s) having business with the Department pertaining to EMS.

7. Compile any statistical or financial data as may be required by the Department regarding EMS and computerize same.
8. Develop and maintain adequate records for all Department personnel related to EMS.
9. Develop specifications for the purchase of new equipment.
10. Maintain a log of activities.

This position will carry a pay stipend of Five Thousand Dollars (\$5,000.00) annually and no overtime will be paid for the performance of the duties. The position will be reviewed every six (6) months by the EMS committee and the Commissioner of Public Safety. All Candidates shall be willing to certify as an AHA CPR Instructor and shall maintain that certification for as long as they hold the Coordinator position.

**APPENDIX E**  
**JOB DESCRIPTION – QUALITY IMPROVEMENT INDIVIDUAL**

Minimum Requirements:

1. NYS Certified at the level of care provided by the City of Saratoga Springs.

Duties and Responsibilities:

The duties of the Quality Improvement Individual will be assigned to an existing Fire Department position by seniority bid and will be performed on a part-time basis. This individual will function under the direct supervision of the Fire Chief and EMS Coordinator. Duties shall include, but are not limited to, the following:

1. Chair Department's Quality Improvement Committee.
2. Review all Departments PCR's.
3. Insure that the Department adheres to REMO QI standards.
4. Instruct members with deficiencies.
5. Conduct two (2) in service training sessions for each shift annually.
6. Meet with Department's medical advisor.
7. Maintain a log of activities.

The position of Quality Improvement individual will carry a pay stipend of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) annually and no overtime will be paid for the performance of the duties. The position will be reviewed and evaluated each year. All things being equal, seniority shall prevail.

**APPENDIX F**  
**JOB DESCRIPTION – LAB INSTRUCTOR**

**Minimum Requirements per NYS-DOH:**

1. Complete a NYS-EMS application form.
2. NYS Certified at the level of care provided by the City of Saratoga Springs.
3. Score of eighty percent (80%) or greater on the NYS-EMT certification exam most recent course application.
4. Minimum of one (1) year experience actively treating patients in a pre-hospital environment.
5. Provide a letter of introduction from an I/C or course sponsor supporting course admission.

**Duties and Responsibilities:**

The duties of Certified Lab Instructor will be assigned to existing Fire Department positions by seniority bid and will be performed on a part-time basis. Instructors will function under the direct supervision of the Fire Chief and EMS Coordinators and be assigned a specific shift. Duties shall include, but are not limited to, the following:

1. Review and train assigned shift in practical station skills. Each station must be covered at least once each year. Coordinator is responsible for scheduling.
2. Assist in inventory control.
3. Assist in the Fire Department's EMT recertification training.

The position of Department Lab Instructor will carry a pay stipend of Five Hundred Dollars (\$500.00) annually for each instructor and no overtime will be paid for performance of the duties. The position will be reviewed and evaluated each year to insure quality of instruction. Presently there are four (4) positions, one (1) for each shift.

Effective January 1, 2017, members assigned to serve as Lab Instructors will receive an annual stipend of Seven Hundred Fifty Dollars (\$750.00).

**APPENDIX G**  
**DRUG AND ALCOHOL TESTING POLICY**

**I. INTRODUCTION**

**A. BACKGROUND**

The City of Saratoga Springs (“Employer” or “City”) and the City of Saratoga Springs Firefighters Union Local 343 I.A.F.F., AFL-CIO (“Firefighters Union”) recognize the importance of a safe, efficient and healthy work environment for all employees must be able to work in a drug and alcohol free environment.

**B. GOALS AND PURPOSE**

This policy is designed to:

1. Protect employees and the public from injury and economic loss caused by employees affected by prohibited drugs and alcohol.
2. Help create and maintain an environment that discourages the use of prohibited drugs and reporting to duty under the influence of alcohol.
3. Provide education and training on the effects and indicators of prohibited drug and alcohol use.
4. Ensure that employees understand that there is an Employee Assistance Program available to them, in which they may confidentially request assistance and/or rehabilitation for alcohol and drug use.
5. Encourage employees needing assistance to consult the Employee Assistance Program prior to being identified as testing positive for the use of drugs or alcohol under the terms of this Policy.
6. Provide for disciplinary action procedures and rehabilitation where appropriate for employees who fail a verified drug or alcohol test.
7. Provide for disciplinary action and rehabilitation programs for employees who fail to pass alcohol tests so that they may qualify for return to duty.

## **II. DEFINITIONS**

**COVERED EMPLOYEES:** All Firefighter Union Bargaining unit members.

**MEDICAL REVIEW OFFICER (MRO):** A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by this drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

**SUBSTANCE ABUSE PROFESSIONAL (SAP):** A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**DESIGNATED EMPLOYER REPRESENTATIVE (DER):** The Employer or individual(s) identified by the Employer as able to receive confidential communications and test results directly from the Medical Review Officer, BATs, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

**ADULTERATED SPECIMEN:** A urine specimen into which the employee has introduced a foreign substance.

**DILUTED SPECIMEN:** A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid (usually water) into the specimen either directly or through excessive consumption of fluids.

**SUBSTITUTED SPECIMEN:** A specimen that has been submitted by the employee in place of his/her own urine.

**BLOOD ALCOHOL CONCENTRATION (BAC):** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

**EVIDENTIAL BREATH TESTING DEVICE (EBT):** An EBT approved by the National Highway Traffic Safety Administration (NHTA) for the evidential testing of breath and placed on NHTA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

**BREATH ALCOHOL TECHNICIAN (BAT):** An individual who instructs and assists individuals in the Alcohol testing process and operates and EBT.

**SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES (SAMHS):** A Branch of the United States Department of Health and Human Services that is charged with improving the quality and availability of prevention, treatment and rehabilitative services in order to reduce illness, death, disability and cost to society resulting from substance abuse and mental illnesses.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS):** A department of the United States Government with the goal of protecting the health of all Americans and providing essential human services.

**NEW YORK STATE DEPARTMENT OF HEALTH (NYSDOH):** The New York State agency responsible for public health.

### **III. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Pursuant to the City of Saratoga Springs Employee Handbook, the City offers an Employee Assistance Plan (EAP) to full-time City employees and their immediate family members and dependents up to age 26. The purpose of this program is to assist employees and eligible family members with those personal challenges and difficulties that they may experience which impact their work or personal lives. The intent of offering the EAP program is to encourage employees to voluntarily seek assistance from qualified professional counseling services for such issues as depression, grief, substance abuse, etc. that are impacting their lives. Because such services include counseling and assistance with drug or alcohol

issues, it is important that members are aware of this service and see it when needed. To encourage members to seek assistance voluntarily, the member's participation in such services is confidential except to the extent required by law (e.g. threats of harm to self or others). The City presently contracts with Public Safety EAP (a division of ESI) to provide its EAP services. Members may contact the EAP at 1-888-327-1060 or [www.PublicSafetyEAP.com](http://www.PublicSafetyEAP.com) to discuss benefits and seek assistance. The City liaison for the Program is the City's Human Resources Administrator.

#### **IV. PROHIBITIONS**

##### **A. ALCOHOL PROHIBITIONS**

Employees must not:

1. Report for duty or remain on duty while having a Blood Alcohol Concentration (BAC) of 0.02% or higher.
2. Refuse to submit to a test administered pursuant to this policy for the purpose of determining BAC.

##### **B. CONTROLLED SUBSTANCE PROHIBITIONS**

Employees must not:

1. Use illegal drugs or prescription drugs in an improper fashion which impairs their ability to perform their duties.
2. Refuse to submit to a test administered pursuant to this policy for the purpose of determining controlled substance use.
3. Adulterate, substitute or dilute any required specimen.

#### **V. CIRCUMSTANCES OF TESTING**

##### **A. PRE-EMPLOYMENT**

Conducted before applicants are hired.

**B. RANDOM**

Conducted on a random unannounced basis.

\* Tests must be unannounced and spread throughout the calendar year. Random selection could result in an employee being selected for testing more than once in a calendar year.

**C. REASONABLE SUSPICION**

Conducted when an employee's behavior or appearance is observed and that behavior is characteristic of alcohol misuse or the influence of drugs which may or not be controlled substances. The City will require that one (1) trained supervisor or department official verify and document the behavior. All reasonable suspicion drug and alcohol tests shall comply with Appendix "B".

**D. RETURN TO DUTY**

Conducted prior to a return to duty after an individual who has engaged in prohibited conduct regarding drug use and/or alcohol misuses, the employee shall undergo a "Return to Duty" drug test and/or alcohol test with a verified negative result, after completion of any recommended treatment program or action.

**E. FOLLOW-UP**

Following a positive test and subsequent return to work, unannounced follow-up alcohol and/or drug testing will be required. A minimum of six (6) random follows-up drug and/or alcohol tests will be administered in the first twelve (12) months. An employee may be subject to follow-up random testing for up to twenty-four (24) months after return to duty upon the recommendation made by the substance Abuse Professional.

**VI. TESTING PROTOCOL**

Testing for drugs will be conducted by urinalysis. An independent qualified contractor will perform all specimen collections for drug testing. A breath alcohol technician (BAT) or duly trained Saratoga Springs Fire Department supervisor not in the Firefighters Union bargaining unit using an

approved breath-testing device will conduct testing for alcohol. If the employee tests positive, the MRO will provide the employee with a copy of that test result.

Except as provided below, the cost and expense of testing shall be fully paid by the City without any cost or charge back to the employee or Firefighters Union.

All testing shall be conducted during the employee's work shift or an extension thereof during which times the employee shall be considered "on duty".

## **VII. DRUG TESTING**

### **A. DRUG TESTING ADMINISTRATION**

1. All testing shall be administered by a third-party private testing facility which is independent of the City.

2. Testing shall be by random selection or if applicable by reasonable suspicion.

3. A random testing list will be compiled by the testing facility and sent to the City by certified mail, return receipt requested. The list will be active for seventeen (17) calendar days from the postmark date. At 0800 on the eighteenth (18<sup>th</sup>) day, the list expires. The Fire Chief or his/her designee shall provide notice to the Union President of the date a list is received and the date it expires within five (5) days after the date of expiration.

4. No more than fifty percent (50%) of the total number of bargaining unit members shall be tested each year by random selection. The fifty percent (50%) of the unit number may include a member being randomly tested more than once.

### **B. COLLECTION PROCESS**

1. Drug testing will be conducted by analyzing an employee's urine specimen. The analysis will be performed by laboratories certified and monitored by the NYSDOH, SAMHSA and/or DHHS.

2. The employee will provide a urine specimen in a location that affords privacy.

3. The contractor performing the collection will seal and label the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. All specimens will be sealed and identified by an anonymous control tracking number established by the collector in the presence of the employee tested. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification and integrity are not compromised.

4. Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has ten (10) calendar days (i.e., excluding weekends and holidays designated as such in the Collective Bargaining Agreement) from being notified of a positive test to request the split specimen be sent to another laboratory certified by the NYSDOH, SAMHSA and/or DHHS for analysis at the employee's expense. If the split specimen proves to be negative, the City will pay the expense. If the split specimen proves to be positive, the employee shall bear this expense. This split specimen procedure essentially provides the employee with an opportunity for a "second opinion".

#### C. THE MEDICAL REVIEW OFFICER (MRO)

The MRO is responsible for the Notification Procedure upon a positive test. The MRO must comply with the procedures set forth in Appendix A. Following completion of such procedures, the MRO shall report any positive test to the Fire Chief, or his/her designee, the Mayor, and Commissioner of Public Safety as the DER.

#### D. TESTING STANDARDS

The designated laboratory will only test for the drugs listed below. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test.

**Initial test level (ng/ml)**

Marijuana Metabolite	100 or 50*
Cocaine Metabolite	300
Opiate Metabolites	300**
Phencyclidine	25
Amphetamines	1000

\*Dependent upon laboratory set-up

\*\*15 ng/ml if immunoassay specific for free morphine

Concentration of drug at or above the following levels shall be considered a positive test result when performing a confirmatory GMIMS test on a urine specimen that tested positive using a technologically different initial screening method:

**Confirmatory Test Level (ng/ml)**

Marijuana Metabolite	15(1)	
Cocaine Metabolite	150(2)	
Opiates:	300**	
Morphine	300	
Codeine	300	
Phencyclidine	25	1) Delta-9-
Amphetamines:		
Amphetamine	500	
tetrahydrocannabino.-9-carboxylic acid		
2) Benzoylecgonine		

A. All test results shall be treated with the same confidentiality as other employee medical records and shall not be released to any person other than the Fire Chief and the Mayor or Commissioner of Public Safety.

B. Testing shall be conducted in the manner to ensure that the employee's legal drug use does not affect the test results.

C. No employee shall be required to divulge his/her lawful use of drugs/medication (over-the-counter or prescription based) to the City. To the extent the employee must provide information to the laboratory and/or MRO regarding his lawful use of drugs/medication in order to ensure that the employee's legal drug use does not affect the test results, such information is only to be divulged to the laboratory/MRO and is and shall remain confidential between the employee and the laboratory/MRO; such information shall not be provided to the City. The City shall provide a copy of the policy to the laboratory and MRO to ensure confidentiality.

D. The Employee shall have access to information on the testing procedure and methods. A copy of the test result shall be provided to the employee.

#### **VIII. ALCOHOL TESTING**

A. The City shall only test for alcohol use if it has reasonable suspicion that an employee has reported for duty or is on duty under the influence of alcohol (There shall be no "random testing" for alcohol) (See **Appendix "B-1"**). In addition, to do so, the person claiming to have the reasonable suspicion shall fill out the "Reasonable Cause Drug and Alcohol Testing Checklist" (copy attached hereto as **Appendix "B-2"**). No employee may be tested without such form being completed by the Fire Chief, or his/her duly designated representative (e.g. another supervisor of the employee who is not in the bargaining unit represented by the Firefighters Union and such employee shall be provided with a copy.

B. Testing for alcohol shall be performed by any duly trained third-party private testing facility which is independent of the City or a sworn member of the Saratoga Springs Fire Department who is not in the bargaining unit represented by the Firefighters Union.

C. Preliminary screening tests shall be conducted by using approved instruments for administering field sobriety tests to licensed motor vehicle operators.

D. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.02% alcohol

concentration is considered a “negative” test. If the alcohol concentration is 0.02% or greater, a confirmation test must be conducted (not less than ten (10) minutes or more than twenty (20) minutes after the first screening test). The employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results.

E. Any employee who, after the Reasonable Cause Drug and Alcohol Testing Checklist is filled out and provided to him or her, refuses an order to subject himself/herself to the alcohol tests, shall be considered insubordinate and subject to punishment therefore.

## **IX. TESTING PROCEDURES**

### **A. RANDOM DRUG TESTING**

1. Employees will be tested at a designated testing facility or location designated for such testing in the City.

2. Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home and remain there until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment the employee must submit to a “Return to Duty” test with a verified negative result.

### **B. REASONABLE SUSPICION TESTING**

The “Reasonable Cause Drug and Alcohol Testing Checklist” (**Appendix “B”**) is incorporated by reference. If the test result is positive, the form will be included in the employee’s personnel file. If the test result is negative the form will be discarded. Upon written request, a covered employee may obtain copies of any records pertaining to the covered employee’s use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance tests.

## 1. DRUG TESTING

Employee must be transported to the testing facility/location. Upon completion of the testing the employee will be transported home until the results are received by the DER. The employee will be placed on paid administrative leave pending receipt of the test results.

Upon receipt of a negative test result the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the MRO, the employee will be evaluated by the SAP and a recommendation will be made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

## 2. ALCOHOL TESTING

The City will be responsible for transporting the employee to the collection facility/location and to the employee's home, if necessary. The employee shall be placed on paid administrative leave pending receipt of the test results.

Upon receipt of a negative test result (under .02%), the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result (.02% and above) from the BAT, the employee will be transported home.

## C. FOLLOW UP

Positive test results require the employee to submit to a minimum of six (6) unannounced follow-up tests for drug and/or alcohol use during the first twelve (12) months following the initial positive test result. The SAP may also require unannounced follow-up tests up to sixty (60) months after return to duty.

#### D. TEST RESULTS

All records are considered confidential and will not be shared with any person or agency not part of this procedure, or as may otherwise be required by law. Test results and other confidential information will only be released to the DER, MRO, and the SAP who evaluates the extent of the problem. However, the covered employee is entitled to obtain copies of any records concerning his/her use of drugs or alcohol, including any test records. If a covered employee initiates a grievance, hearing, lawsuit, or other action, the City may release this information to the relevant parties.

#### X. CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT

All covered employees must submit to drug and alcohol testing as set forth in this policy.

##### A. REFUSAL

1. **REFUSAL** to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test result.

2. The following actions may also constitute a refusal:

- Failure to show up for any test within a reasonable time after being directed to do so by the employer.
- Refusal to sign the certification provided by the Technicians.
- Deliberate failure or refusal to provide adequate breath or urine sample. If the employee is unable to provide an adequate breath or urine sample, the City shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the City, as soon as practical to determine the employee's medical ability to provide an adequate breath and/or urine sample. If the physician determines that a medical condition did (or could have) prevent the employee from providing an adequate sample the failure shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee's failure shall constitute a refusal.

- Engaging in conduct that clearly obstructs the testing process, e.g., adulteration or dilution of specimen.

- Claiming illness after notification of testing.

#### B. ALCOHOL TEST CONSEQUENCES

1. A test measurement of less than or equal to .019 alcohol concentration will allow the employee to return to work.

2. A test measurement of 0.020 to 0.049 alcohol concentration will cause the employee to be suspended without pay for that tour. The employee will be allowed to return to work at the next assigned tour upon the condition that the employee is tested immediately prior to returning to work and the results of such testing indicate the employee has a 0.00 concentration. Any employee who tests positive twice within these parameters (0.020 to 0.049) during a twenty-four (24) month period shall be immediately suspended without pay for thirty (30) calendar days and disciplinary procedures commenced against him/her, if a resolution cannot be agreed upon.

3. A test measurement of 0.0501 or greater will cause the employee to be suspended immediately without pay for thirty (30) calendar days and disciplinary procedures commenced against him/her, if a resolution cannot be agreed upon.

4. Any employee who refuses an alcohol test shall be treated as testing positive with an alcohol content of 0.051.

5. If an employee is unable to return to work after the suspension period due to treatment prescribed by a certified alcohol counselor (who determined he/she had an alcoholic illness), that member shall be eligible for paid sick leave following the conditions of sick leave procedures as outlined in the Collective Bargaining Agreement. In addition, disciplinary procedures against him/her may be implemented, if a resolution cannot be agreed upon.

6. Following completion of the suspension period, the employee must pass an alcohol test (0.00) prior to having the suspension without pay lifted and returning to work.

C. DRUG TEST CONSEQUENCES

A positive drug test for a prohibited substance, which is not subject to a medical exception will result in the immediate suspension without pay for thirty (30) calendar days and disciplinary procedures commenced against him/her, if a resolution cannot be agreed upon.

All issues relating to the implementation and application of this Policy shall be subject to the Grievance Procedure set forth in the Collective Bargaining Agreement.

**APPENDIX A**

The following procedure will be followed by the MRO when contacting a firefighter or fire officer following the receipt of a positive, adulterated, substituted or diluted drug test:

1. Contact the firefighter or fire officer directly, on a confidential basis, to determine whether the firefighter or fire officer wants to discuss the test results. The MRO must explain to the firefighter or fire officer that if said firefighter or fire officer declines to discuss the test result with the MRO, the MRO will verify the test result as positive or as a refusal to test because of adulteration, substitution or dilution.

a. The MRO may have staff under his/her supervision conduct the initial contact limited to scheduling the discussion between the MRO and the firefighter or fire officer and telling the firefighter or fire officer the consequences of declining the discussion. If the firefighter or fire officer declines the discussion, the staff must document the firefighter's or fire officer's decision, including the date and time.

2. The MRO and his/her staff must make reasonable efforts to reach the firefighter or fire officer at the day and evening telephone numbers listed on the CCF. Reasonable efforts include, at a minimum, three (3) attempts, spaced reasonably over a twenty-four (24) hour

period, to reach the firefighter or fire officer at the day and evening telephone numbers listed on the CCF. If the MRO and his/her staff cannot reach the firefighter or fire officer directly after making these efforts, the MRO or his/her staff must take the following steps:

a. Document the efforts made to contact the firefighter or fire officer, including dates and times. If both phone numbers are incorrect, the MRO may take the actions listed in 2(b) of this Appendix without waiting the full twenty-four (24) hour period.

b. Contact the DER, instructing the DER to contact the firefighter or fire officer.

i. The MRO must only tell the DER to inform the firefighter or fire officer to contact the MRO

ii. MRO cannot inform the DER that the firefighter or fire officer has a confirmed positive, adulterated, substituted or diluted test result.

iii. MRO must document the dates and times of your attempts to contact the DER and the MRO must document the name of the DER contacted and the date and time of the contact.

3. The DER must attempt to contact the firefighter or fire officer immediately, using procedures that protect, as much as possible, the confidentiality of the MRO's request that the firefighter or fire officer contact the MRO. If the DER successfully contacts the firefighter or fire officer, the DER must document the date and time of the contact and inform the MRO. The DER must order the firefighter or fire officer to contact the MRO immediately. The DER must also inform the firefighter or fire officer of the consequences of failing to contact the MRO within the next seventy-two (72) hours.

a. The DER must not inform anyone else working for the City that he/she is seeking to contact the firefighter or fire officer on behalf of the MRO.

b. If the DER has made all reasonable efforts to contact the firefighter or fire officer but failed to do so, the DER may place the firefighter or fire officer on temporary medically unqualified status or medical leave. Reasonable efforts include, as a minimum, three (3) attempts, spaced reasonably over a twenty-four (24) hour period, to reach the firefighter or fire officer at the date and evening telephone numbers listed on the CCF.

i. The DER must document the dates and times of these efforts.

ii. If the DER is unable to contact the firefighter or fire officer within this twenty-four (24) hour period, the DER must leave a message for the firefighter or fire officer by any practicable means to contact the MRO and inform the MRO of the date and time of this attempt.

#### **EXHIBIT "B"**

#### **APPENDIX B-1**

A. If an employee while on duty exhibits a physical condition, conduct or pattern of erratic behavior which indicates that the employee is under the influence of an intoxicating substance (e.g. drugs or alcohol), and the employee's supervisor has reasonable cause to believe, based on direct observation of use or based on observation of the employee's conduct, performance or behavior which indicates that the employee is under the influence of an intoxicating substance, or if the supervisor is provided with information from a reliable and credible source which is independently corroborated that the employee is engaging in use of or is under the influence of intoxicating substances while on duty or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug or alcohol on duty, the supervisor shall make an oral report to the Fire Chief (or his designee).

B. The Fire Chief (or his designee) shall decide whether there is reason to investigate for purposes of ascertaining if available facts objectively indicate reasonable suspicion exists to pursue the inquiry, which may include meeting with the employee for purposes of providing the employee an opportunity to explain the conduct, performance or behavior. In the event such a meeting is going to be held, the Fire fighter Union President (or if the President is not readily able to be contacted, another Firefighter Union representative) shall be advised and granted the opportunity to confer with the employee (and counsel if desired) prior to any meeting with or questioning by the Fire Chief (or his designee), but in no event shall the meeting be delayed for more than two (2) hours to accommodate the Firefighter Union representation. The employee may then request that the Firefighter Union representative and/or legal counsel attend the meeting. The investigation for the employee's behavior shall be confidential with due consideration for the dignity and privacy of the employee.

C. If the Fire Chief (or his designee) decides that the employee should be referred for drug and/or alcohol testing, the following procedure shall be followed:

The Fire Chief (or his designee) shall complete the "reasonable suspicion" checklist form, and sign it. The "reasonable suspicion" checklist which shall be used is attached hereto as APPENDIX B-2 and made a part hereof. In the event that the Fire Chief (or his designee) believe there is a reasonable suspicion and has signed the reasonable suspicion checklist indicating the belief that the employee is under the influence of alcohol or drugs, the Firefighter Union President (or his designee) shall be contacted and advised immediately. The Firefighter Union (and counsel if desired) shall be given the opportunity to be present and consult privately with the member who may thereafter be ordered to submit to a drug and/or alcohol test and at the same time the employee and the Firefighter Union shall be given a brief verbal statement of the basis for reasonable suspicion and a copy of the signed reasonable suspicion checklist.

Refusals to submit to the test shall be deemed a positive test. Refusal to cooperate during the testing procedure shall constitute grounds for disciplinary action.

D. The employee shall have the right to have a Firefighter Union representative and counsel present for collection of the sample. In no event shall collection be delayed for more than two (2) hours to accommodate the presence of a Firefighter Union official and counsel.

**APPENDIX B-2**

**Reasonable Cause – Drug and Alcohol Testing Checklist**

(To be completed by Fire Chief or his designee)

Name of Employee: \_\_\_\_\_

Rank: \_\_\_\_\_

Nature of Incident/cause of suspicion: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Behavioral indications noted, if any: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Physical signs or symptoms noted, if any: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnesses, corroboration, etc.: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has the employee taken any medication(s) in the past four (4) weeks?: \_\_\_\_\_

If yes, list medication(s), quantity, and last date taken: \_\_\_\_\_

\_\_\_\_\_

Signature of Fire Chief or designee: \_\_\_\_\_

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

## WORK SCHEDULE

**2019**

								JAN	FEB	APR	JUL
								MAY	MAR	DEC	OCT
								AUG	JUN		
								NOV	SEP		
1	5	9	13	17	21	25	29	3	2	1	4
2	6	10	14	18	22	26	30	4	3	2	1
3	7	11	15	19	23	27	31	1	4	3	2
4	8	12	16	20	24	28		2	1	4	3

**2020**

								JAN	FEB	MAY	JUL
								MAR	APR	AUG	OCT
								JUN	DEC	NOV	
								SEP			
1	5	9	12	17	21	25	29	4	3	1	1
2	6	10	14	18	22	26	30	1	4	2	2
3	7	11	15	19	23	27	31	2	1	3	3
4	8	12	16	20	24	28		3	2	4	4

**2021**

								JAN	FEB	APR	JUL
								MAY	MAR	DEC	OCT
								AUG	JUN		
								NOV	SEP		
1	5	9	13	17	21	25	29	4	3	2	1
2	6	10	14	18	22	26	30	1	4	3	2
3	7	11	15	19	23	27	31	2	1	4	3
4	8	12	16	20	24	28		3	2	1	4

**2022**

								JAN	FEB	APR	JUL
								MAY	MAR	DEC	OCT
								AUG	JUN		
								NOV	SEP		
1	5	9	13	17	21	25	29	3	2	1	4
2	6	10	14	18	22	26	30	4	3	2	1
3	7	11	15	19	23	27	31	1	4	3	2
4	8	12	16	20	24	28		2	1	4	3

**2023**

								JAN	FEB	APR	JUL
								MAY	MAR	DEC	OCT
								AUG	JUN		
								NOV	SEP		
1	5	9	13	17	21	25	29	4	3	2	1
2	6	10	14	18	22	26	30	1	4	3	2
3	7	11	15	19	23	27	31	2	1	4	3
4	8	12	16	20	24	28		3	2	1	4