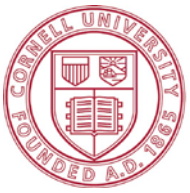

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AGREEMENT

Between

CITY OF SALAMANCA

And the

Salamanca
Professional Fire Fighters
Local 2501

APRIL 1, 2013 - MARCH 31, 2016

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Agreement entered into this ____day of _____, _____, by and between the City of Salamanca, New York (hereinafter referred to as the "City) and the Salamanca Professional Fire Fighters Association AFL-CIO Local Union 2501 (hereinafter referred to as the "ASSOCIATION")

WHEREAS, the Association has been designated and selected by a majority of the employees in the Unit, hereafter described as their exclusive representative of the purpose of collectively negotiations and settlement of grievances, and ,

WHEREAS, such Association consists of Regular Full-Time Fire Fighters employed by the City of Salamanca Fire Department excluding specifically the Fire Chief.

WHEREAS, it is the desire of both parties to this agreement to negotiate collectively with regards to terms and conditions of employment in order to avert disputes and secure harmonious cooperation within the limits ofthe Laws of the State of New York.

NOW, THEREFORE, in considerations of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLES

ARTICLE I - APPLICABLE LAW

The Public Employee's Fair Act, the other provisions of Civil Service Law, and the Local Laws of the City of Salamanca, not inconsistent with said Act (and the Civil Service Law) are the applicable laws, which govern the terms and provisions of this Agreement.

ARTICLE II - RECOGNITION

Section 1

The Association having heretofore been designated and selected by a majority of employees of the "City" in The Unit, and described herein, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances as hereby recognized as the exclusive representatives for the employees of the Unit as defined herein for the purpose of collective negotiations with the "City" with regard to terms and conditions of employment and in respect to the administration of grievances arising under this Agreement within the limitations of the Law of the State of New York.

Section 2

In regards to this agreement the "City" defined as the Mayor, Common Council, Chief and or its legal representation.

ARTICLE III - MANAGERIAL RIGHTS

The "City" and "Association" hereby recognize and mutually agree that management of the City, the control of its property and the maintenance of order and efficiency is solely the responsibility of the employer, the City of Salamanca, New York. Accordingly, except as specifically abridged, granted or modified by this agreement or any supplementary Agreements that may hereafter be made, all rights, powers and authority of the City and remain exclusively and without limitafons within the rights of the City including, but not limited to, the following enumerated rights:

A. The right to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority as set forth in the City Charter, the Home Rule Act and all other applicable laws of the State of New York.

B. The right to manage the Offices and Departments direct the work forces and to hire, promote, transfer, demote, layoff, suspend, discharge ofdisciplined employees, the right to discontinue work programs, activities, and services as long as they do not interfere with this agreement. The City shall in good faith provide two (2) weeks prior notice of any anticipated layoff or transfer whenever possible without limiting the right of the City to control of its property and the maintenance of order and efficiency, as specifically retained herein.

C. The City's right to schedule overtime work as required consistent with overtime provisions of this contract.

D. The right to determine schedules of work and to establish the method andprocess by which work is performed provided they do not conflict with the terms of this agreement.

E. Reserved

F. To establish from time to time work and/or safety rules and other regulations necessary to effect its management rights hereto fore expressed, provided that such rules and regulation shall be reduced to writing, and published to employees and the Union prior to effective date of such regulations. The rules and regulations shall not be contrary to the specific provisions or intentions of this Collective Bargaining Agreement.

ARTICLE IV - ASSOCIATION RIGHTS

Section 1 - Representation

The city agrees that the association upon recognition shall be allowed the exclusive rights to representsaid employees covered by the terms of this agreement in negotiations and in the settlement of grievances.

Section 2 - Dues Deduction

The City agrees that upon the presentation of dues deduction authorization cards signed by individual employees to whom this Agreement is applicable, it will make monthly deductions from the wages ofsuch employees in the amount so designated to the Association. The authorization cards shal remain valid until cancellation is made by the individual employee.

Section 3 - Bulletin Boards

The employer will place a suitable bulletin board in a prominent place in the fire station for the exclusive use of the Union. The Union must post only signed Announcements of Union Meetings, Union Elections, Union Social Events, Official Communications, change of Union officers. All other material must be approved by the Fire Chief before it shall be posted. No material of a political or scandalous nature shall be posted.

Section 4 - Seniority

Seniority shall be fixed as follows: Fire fighters from the date of first appointment to the fire department; Assistant Chiefs from the date of said promotion.

Section 5 - Vacancies (Transfers)

a. All requests for transfers to another shift vacancy shall be made in writing to the Chief of the Fire Department. In the event several employees should request consideration to a shift vacancy and the Fire Chief should consider sucha transfer, than seniority and suitability shall be two of the many factors that will be considered by the Fire Chief.

Section 6 - Personnel File

An employee shall have the right to inspect their personnel file upon written notice and at such time considered as being during the regular business hours. The employee may respond to any material or information contained in their personnel file, a copy of which shall be attached thereto.

ARTICLE V - BARGAINING UNIT

As stated in Article II, regular full-time employees of the City's Fire Department, excluding the Fire Chief, are members of the Bargaining Unit.

The job titles stated below are the present job titles of the Bargaining Unit.

Regular Full-Time Fire Fighters

Regular Full-Time Assistant Fire Chiefs

ARTICLE VI - SALARIES AND WAGES

Section 1 – wages / salary scale

Annual Raises	Current (@04/01/2012)	4/1/2013	4/1/2014	4/1/2015
		3%	3%	3%
Fire Fighter				
Probationary Appt.	$ 25,919.20	$ 26,696.78	$ 27,497.68	$ 28,322.61
Permanent Appt.	$ 28,223.13	$ 29,069.82	$ 29,941.92	$ 30,840.18
Assistant Fire Chief				
Probationary Appt.	$ 37,438.84	$ 38,562.01	$ 39,718.87	$ 40,910.43
Permanent Appt.	$ 38,590.81	$ 39,748.53	$ 40,940.99	$ 42,169.22

Any employee working the 6:00 p.m. through 8:00 a.m. shift shall receive an hourly premium rate of $50 (Fifty cents) per hour.

Effective as soon as practical following the ratification by both parties to this agreement, an employee currently certified in EMT shall receive the following additional amount per hour added to there base salaries.

	Current (@04/01/2012)	4/1/2013	4/1/2014	4/1/2015
EMT-D	$ 1.25	$ 1.25	$ 1.25	$ 1.25
EMT-I	$ 1.50	$ 1.55	$ 1.60	$ 1.65
EMT-P (AEMT-CC)	$ 1.75	$ 1.85	$ 1.95	$ 2.05

(A regular full-time Fire Fighter currently certified as a basic EMT rating must maintain their basic EMT rating in accordance with their Civil Service job classification.)
NOTE: Authorized assignment in a temporary and/or acting capacity as an Assistant Fire Chief shallbe compensated in the amount of $2.00 per hour for actual hours of service.
A five (5) step schedule is based on the first five years of service under the longevity increment plan as per Article VII Salary Increments.

Section 2 – Advanced Fire Training Pay Incentives

$250.00	Will be paid out for any of the following certifications Code compliance Technician, Fire instructor I, Fire investigator I, Fire officer I, Haz-Mat tech, Incident safety officer, Confined space rescue tech, Rope rescue tech, Structural collapse rescue tech, Trench rescue tech, Water rescue tech, Machinery rescue tech, SCUBA,
$500.00	Will be paid out for any of the following certifications Code enforcement basic, Fire instructor II, Fire investigator II, Fire officer II, Haz-Mat spec,
$750.00	Will be paid out for any of the following certifications Code enforcement in-service, Fire investigator in-service
$1000.00	Will be paid out for any of the following certifications Any National cert, or collage degrees

Annual payment does not become part of base Pay. the maximum that can be obtained in this section will not exceed $1000.00 regardless of the number of courses they may have. Payment will be made annually the first pay period / week of November. In order to be entitled to payment a Firefighter must have completed one full year of full time service to the department and shall provide proof of such certification, degree, etc. to the Fire Chief.

Section 3 – Cell Phone Allowances
At such time as the City's current cell phone plan expires the city will no longer provide cell phones for use by members of the bargaining unit. As of the expiration of the current plan the members of the bargaining unit who elect to own and carry while on duty their personal cell phone and use the same for city business will be entitled to a cell phone allowance in an amount equal to the amount the city would have paid per cell phone under the plan provided that cell phone allowance payable shall not exceed $20.00 per month per member of the bargaining unit.

ARTICLE VII - SALARY INCREMENTS / LONGEVITY

Section 1 - Increment Schedule
The regular salary increments for all employees shall be $140.00 annually for each of the first five consecutive years of employment. Said increments shall be granted on April 1st of the city's fiscal year and shall become a part of the affected employee's annual salary.
Thereafter all eligible employees shall receive increments in accordance with the following schedule subject to the same procedure indicated in the initial paragraph of the Article.

A For each year of service from the sixth (6th) to ninth (9th) year inclusively all affected employees shall receive an increment annually of $60.00.

B After the employee's tenth (10th) years of service he shall receive a salary increment of $200.00. Thereafter, an employee shall receive salary increments of $150.00 on a yearly basis without limitations beginning on his fifteenth (15th) year of service.

Section 2 - Anniversary Date
In order to qualify for said increments, any employee who has completed at least six (6) months of consecutive service prior to April 1st of the fiscal year in question shall be deemed eligible. Any employee whose anniversary date falls within a six (6) month period after April 1st, of any fiscal year shall receive his regularly scheduled salary increments of the aforementioned years of service on that date.

Section 3 - Training Officer
The Municipal Training Officer shall receive an additional payment of $ 2000.00 per year. Such payment shall be considered as compensation for the additional duties and responsibilities in performing the duties of the Municipal Training Officer.

Section 3a - Municipal fire Instructors
Any member of this bargaining unit that meets the minimum NYS certification level fo MFI's trainer will be compensated at their regular rate of pay for instruction.

Section 4 - Work Substitution
Work Substitution is the practice whereby one member trades work shift with another member. Work substitution is permitted under the following restrictions:

1. No matter working for another will receive any payment of any sum of money or other substance of value for work substitution.
2. The work substitution assumes a trade between the members of work time. The arrangement for work substitution is between the individuals working for each other, and the department shall have no responsibility for any time lost to a member.
3. Work substitution requires the approval of the Fire Chief.
4. Except in cases of an emergency, a Substitution Request Form must be submitted at least 48 hours in advance. The completed forms will be forwarded to the Chief's Office.
5. The member who was originally assigned to work retains responsibility for that work shift, is responsible for providing an alternate, or working the shift, if the member who was scheduled to substitute is not available.
6. The City shall incur no overtime obligations as a result of work substitutions.
7. In the event a substitution is refused, the employee may have the Mayor's office review the situation, and the Mayor will make the final determination.
8. In the event a member is called for jury duty and is serving as a juror, and the member is working the line schedule and is working a night tour, the member may us work substitution to have the night of the day of actual jury service.

Section 5 - Wellness Incentive
Prior to the start of the test he/she employee will have the choice to elect to use a weighted vest or to do the test without one.
Any employee of this bargaining unit that wishes will be able to complete a Physical ability test described here in. (See appendix B attached) The test will be administered two times a year once in the month of May and the second in the month of November. The test shall beadministered by a non bias person. With a successful completion of the physical ability test with a 50lb weighted vest the employee will receive a wellness pay of $250.00 per test for a total of $500.00 per year or successful completion of two tests per year. With a successful completion of the physical ability test without a weighted vest the employee will receive a wellness pay of $150.00 per test for a total of $300.00 per year or successful completion of two tests per year. The employee shall receive payment for completion in the nextavailable pay check they receive per test.

ARTICLE VIII - HOURS OF WORK

Section 1 - Work Schedule
The City shall, when feasible, maintain the current work schedule. In the event the Cityor the bargaining unit proposes a change in the work schedule, the City and the Association will reconvene and negotiate the impact of such a change before any changes. In the event the parties cannot agree on terms of the impact, either party may submit a request for an Arbitrator and the parties shall choose said Arbitrator under the procedure established by the New York State Public Employment Relations board. (PERB) Only after an

agreement is met can there be a change in schedule.

Section 2 - Work week
The workweek for a Fire Fighter shall be a forty-two (42) hour workweek. Consisting of 10hr days 8:00am to 6:00pm and 14hr nights 6:00pm to 8:00am

Section 3 - Training
Any employee attending mandated training shall receive straight time for hours in attendance.

Section 4 - Minimum Training
Before any employee works a regular shift he/she shall conform to Minimum Standards for Firefighting Personnel in the state of New York Section 426.6 for safety of workers and citizens of Salamanca.

ARTICLE IX - OVERTIME COMPENSATION

Section 1 - Workweek
All hours worked in excess of two hundred (200) hours per cycle thereafter shall be compensated at the overtime wage rate (his/her regular rate times one and a half (1.5)) of the affected employee.

Section 2 - Accountable Work Day
All paid holidays, personnel leave days, bereavement leave day, sick leave days, vacation leave days and days while on jury duty or court service which occur within the employee's regular work week will be considered days worked in the computation of overtime.

Section 3 - Seniority List
The distribution of overtime for ordinary and emergency staffing problems shall be administered by the Fire Chief or his designee according to the following policy.
A separate seniority list shall be kept by the Fire Chief in his office of all ranks. When possible, overtime will be distributed to those qualified individuals in order of seniority as shown on the seniority lists who are not on duty. This record shall show the date of call and the response from each person called asto whether the overtime was worked or the individual member could not be reached. Any overtime hours which any employee does not work for any reason shall be recorded as time worked in determining overtime eligibility. A separate list of Seniority shall be maintained for all ranks using the above system.
It is the Fire Chief's discretion to utilize part-time qualified personnel, when available, regardless of the seniority list.
Any open or overtime shift will be filled as soon as possible after the shifthas been posted.

Section 4 - Schedule Manning
Schedule Manning- Defined as at least two full time fully trained staff begins of the firefighter and or assistant chief class. The city will make every effort to have at least three full time fully trained staff but due to unforeseen circumstances may resort to using theFire Chief to augment one position in times of extreme emergency. This is not to exceed one twenty-eight day pay cycle after which time both parties will reconvene to negotiate impact.

Section 5 – Held over
Any person who is held over to continue work at the end of his scheduled shift due to a manpower shortage will be compensated at the overtime wage rate (his/her regular rate times one and a half (1.5)) of the affected employee.

ARTICLE X - RECALL

Section 1 - Guarantee
An employee recalled to work after the completion of his regular shift shall be guaranteed a minimum of

four (4) hours pay at his applicable rate.

Section 2 - Standby
If the recall activity does not consume an entire four(4) hours time period, the employee shall be on a "standby' basis for the balance of the four hour period, unless requested by his Officer in charge, then he shall perform any of his regular duties for the remainder of the four hour period.

Section 3 - First Alarms
Failure to remain on a "standby" basis, shall result in the employee being paid from the first alarm to the second alarm including on half (½) hour travel time.

Section 4 - Malicious False Alarms
Guaranteed two (2) hours pay for each and every malicious false alarm with no "standby" duty. If false alarm occurs while on four (4) hour "standby", no additional hours of pay will be granted.

ARTICLE XI - TEMPORARY RATE OF PAY

An employee assigned to a job title higher in a rate than his own regular job title shall be compensated for the hours worked in such higher paid job title at the rate identified with such job title.

ARTICLE XII - HOLIDAYS

Section 1 - Holiday Rate of Pay
All employees, as identified below, for the dates on which the following holidays are legally observed, shall be compensated at their regular rate of pay.

Section 2- Holidays
Compensation shall be made in the form of an additional day's pay or a day off with pay in lieu thereof, at the employee's option. Members of this bargaining unit will receive an additional holiday as a floating holiday when and if city hall employees are announced a holiday.

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin L. King Day
Labor Day	Floating Holiday

Section 4 - Holiday Pay

1. When a person works a holiday and he takes holiday pay for that day, he will receive double Pay for that shift. Pay for that holiday shift will not include night pay or EMT pay.
2. If a person does not take advantage of #1 above, he is entitled to a shift off in the future. A Shift consists of a 10-hour day or 14-hour night. A 24- hour shift is considered as two (2) Shifts for time-off purposes.
3. If a holiday falls on a 24-four Sunday, the person is only eligible for one shift premium pay for each holiday used. The person is also able to get credit for one shift credit for such period.
4. If during the year a person requests holiday pay for one of the credited days, he will receive 12-hour regular pay with no night or EMT pay, and losses his ability to have the day off.

ARTICLE XIII - SICK LEAVE

Section 1- Sick Leave Credit
Sick Leave Credit shall be accrued to each employee at the rate of twelve (12) hours credits per month. The employee shall be allowed to accumulate a maximum of 2200 hours.

Section 1 (a) - New Employees

New employees hired after April 1, 1982, shall receive Sick Leave Credits at therate of twelve (12) hours Sick Leave Credits per month.
Such employee shall be allowed to accumulate a maximum of 1600 sick leave credit hours.

Section 2 - Illness or Injury
Sick Leave with pay shall be granted because of personal illness or injury of anemployee.

Section 3 - Charge against Sick Leave
Whenever an employee is absent because of his personal illness, the number of work hours absence with pay shall be charged against his Sick Leave Credits.

Section 4 - maximum Accumulation
Maximum accumulation of Sick Leave Credits shall be 2200 hours for all employees, except as provided in Section 1 (a).

Section 5 - Notification
Sick Leave is absence with pay necessitated by the illness or other physical disability of the employee. An employee absent on sick leave shall notify his Fire Chief of such absence and the reason therefore on the first day of such absence and within at last one-half hour prior to the beginning of his workday. Where the work is such that a substitute may be required, the appointing authority may require earlier notification.

Section 6 - Proof of Illness
Where evidence of sick leave abuse is suspected or more than 2 consecutive shifts have been charged against sick leave and before absence for personal illness may be charged against accumulated sick leave credits, the appointing authority may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the "Department". In the event of failure to submit proof of illness upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the "Department" finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performances of his duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave privileges shall be cause for disciplinary action. Any employee known to, or records indicate, be abusing his sick leave , shall be required to bring a Doctor's Certificate verifying such illness for the first day of absence.

Section 7 – Sick Bank

Sick Leave Bank hours may be granted for employees suffering a disabling injury or Illness. A disabling injury or illness is one which results in absence from work while under care of a physician. A physician's statement as to the nature of the disabling injury or illness and an estimate of the duration of the absence shall be submitted with a request to use sick leave bank hours.

- The days granted to an individual will come from a pool established by participating employees.
- Before becoming eligible to receive hours form a sick bank the following considerations must be met.
  - The employee must be a participant of the sick bank for 1 year before being eligible to use the sick bank hours.
  - The employee must have exhausted his or her own sick and vacation leave before using sick bank hours.
  - Upon request the employees must furnish to the trustees of the sick bank satisfactory medical evidence of his or her need for sick hours
  - No hours may be used unless there is a disabling injury or illness of 42 hours or more documented by a doctor.
  - Arrangements may be made ahead of time (scheduled surgery etc.) so that continuity of pay can be maintained.
- The maximum number of hours anyone will be granted is 336 hours per year and a full year must have elapsed before you can again request hours.
  - Member that have used the maximum number of sickbank days and continue to need leave hours may request additional voluntary days from bargaining unit members in special circumstances will be agreed to by both the trustees of the sick bank prior to the award of any sick bank hours.
- The maximum number of hours allowed to accumulate in the sick bank shall be 672 hours
- All new hires who desire to join the sick bank shall contribute up to a maximum of 12 hours to the sick bank by their first anniversary date of hire provided that the total number of hours in the sick bank has not reached the allowed maximum number of 672. In event it has reached that number, the new participant(s) shall be the first to contribute their 12 hours at such time and in such amounts as required to reach the maximum of 672hours.
- Except for new hires who will contribute as set forth above, in the event the total number of hours falls below 336 hours, all active participants in the sick bank will contribute an equal number of hours until the bank has at least a minimum of 336 hours.
- Retiring employees who are members of the sick bank may contribute up to a maximum of 84 hours provided that the total number of hours in the sick bank does not exceed 672 hours. Any hours so contributed by retiring employee shall be deducted from the retiring employee's total hours before the retiring employee will be entitled to be paid 50% of his/her accumulated sick time.
- Hours contributed to the sick bank become property of the sick bank.
- There shall be three trustees of the sick bank as follows:
- The Fire Chief, The Local Union Representative, A Third Member designated by the Union

ARTICLE XIV - PERSONAL LEAVE

Section 1 - Number of Personal Leave Days
Each employee shall be entitled to three (3) personal leave days with pay each fiscal year for personal matters which cannot be reasonably accomplished outside the regular work day or week.

Section 2 - Charge for Personal Leave Days
Two (2) personal leave days shall not be charged against accumulated sick leave credit andshall not be cumulative from one (1) year to the next except as per Section 4.
One (1) personal leave day shall be charged against accumulated sick leave credit and shall not be cumulative from one (1) year to the next year except as per section 4.

Section 3 - Half-Day Units
A Personal Leave may be authorized to be taken in ½ days.

Section 4 - Accumulation
Personal Leave Days might be accumulated up to a maximum of five (5) days.

Section 5 - Reasons and Authorization
Personal Leave (personal business) shall be deemed to be business of such a nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours.
Written reason for personal days shall be made to the Fire Chief at least (3) days prior to the day of leave except in a case of an emergency.
The personal day shall not apply on the day before or the day after a holiday unless approved by the Fire Chief.
Approval for personal leave request may be disapproved by the Fire Chief when the number of personal leave requests falling on any one day endangers the proper function of the Department.
In the event the employee does not use either the fist or second Personal Leave Day, such days shall be added to the Sick Leave Credit.

ARTICLE XV - BEREAVEMENT

Section 1 - Immediate Family
A Fire Fighter shall be authorized to take a leave without loss of pay not to exceed three (3) consecutive days because of a death in his immediate family. The employee shall be paid for any regularly scheduled working hours during such leave.

Section 2 - Purpose
For the purpose of determining eligibility for the foregoing benefits, an immediate member of the family shall be limited to father and mother, father-in-law or mother-in-law, husband or wife, child or stepchild, brother or sister, or brother or sister-in-law, Grandparents or a relative residing permanently within the household of an employee

Section 3 - Termination of Leave
Such leave for a death in the family is intended to permit the Fire Fight time off for the purpose of handing necessary arrangements and to attend the funeral. The leave shall terminate at the close of the day of the funeral. If the funeral is not attended by the employee, then no such leave will be authorized.

ARTICLE XVI - VACATIONS

Section 1- Schedule of Vacations
Based on the length of continuous service as of each employee's anniversary date of employment, shall be entitled to the following periods of paid vacation.

Years of Service:
14 years and over 228 work hours

Section 1 (a) - New Employees
New employees hired after April 1, 1982 shall receive the following vacation time:

Completion of 1 year or more	80 hours
Completion of 5 years and more	120 hours
Completion of 10 years and more	140 hours
Completion of 15 years and more	160 hours
Completion of 20 years and more	180 hours

Section 2- Pay for Unused Vacation
Vacations must not be accumulated from vacation year to year. An employee entitled to a vacation must take his vacation during the vacation year or forfeit it. However, if an employee was unable to take any or all of the vacation time to which he was entitledbecause, in the judgment of the Fire Chief, the needs of the Fire Department were such that the employee could not be permitted time off vacation, the employee shall be paid for such unused vacation not later than the first payday at the end of the vacation.

Section 3 - Termination of Service
If an employee is terminated before he has received all of the vacation pay to which he is entitled during the vacation year in which he is terminated, he shall at the time of his termination, or not later than the first payday thereafter, be paid the amount of vacation pay still owed to him.

Section 4 - Anniversary Date
Vacation time may be taken at any time following the anniversarydate of the employee by mutual agreement with the Department Chief.

Section 5 - Authorization
Insofar as the needs of the fire Department as determined by the Fire Chief's permission, an employee may select the vacation period or periods he most prefers. If two or more employees indicated on the vacation calendar that they desire the same vacation period, and the needs of the Fire Department, as determined by the Fire Chief, do not permit all of them to be on vacation at the same time, the preference shal be given to the senior employee.

Section 6 - Change of Schedule
After the vacation schedule has been posted, any employee may change his vacation to a different period if he meets the following requirements:

(1) Either the new vacation period is open or the employee who is scheduled for that vacation Period consents to change, and
(2) The employee has given at last five (5) working days notice to the Fire Chief that he desires to change his vacation period.

ARTICLE XVII - JURY DUTY

Section 1 - Compensation
Any Fire Fighter who has been called to Jury Duty shall be compensated by the City of Salamanca the amount of money necessary to equal the difference between the employee's regular pay and the compensation such employee received from Jury Duty.
An employee excused from Jury Duty Service on any day while serving on Jury Duty shall report to work

(this shall include an early dismissal). The employee will present proof of service by a Jury Duty notice of summons and the amount of pay received for such service. The above Duty Service shall not include Grand Jury Service where extended long service is required over and above normal time on a Regular Jury Duty Service.

Section 2 - Notification of Credit

When an employee receives notice that he is to report for Jury Duty, he shall notify his Supervisor Immediately. An employee may be requested by the City to make every reasonable effort to obtain a postponement of jury service if such service time interferes with the normal operation of the Department. An employee on Jury Duty shall continue to receive credits for benefits such as vacations, sick leaves, etc., but such time shall not be considered as actual time worked when considering overtime pay, etc. An employee who is summoned for Jury Duty shall be excused from work only on those days on which he reports for actual Jury Duty and shall be expected, when feasible, to perform the duties of his position of employment.

The above terms shall not apply to an employee who volunteers to serve on a Jury.

ARTICLE XVIII - UNIFORM ALLOWANCE

Upon appointment to the force each member of the Fire Department shall receive an initial uniform allowance of $ 41.66 a month for a maximum of $ 500.00. This will be distributed in a lump sum of$ 41.66 for every month till April 1st. Example: if you were hired April 15th you would get $ 500.00. If you were hired January 29th you would get $ 124.98. Thereafter, he shall receive an annual uniform allowance of $ 500.00. In addition to provisions indicated above, if a regulation uniform becomes required attire, the City shall grant each employee a $ 600.00 uniform allowance. Employees shall wear a uniform shirt and blue work pants while on duty.

Appropriate items to be purchased with uniform allowance will be determined in the discretion of the fire chief. The uniform allowance is to be used for clothing, footwear, and other equipment and goods designed to aid personnel in their Firematic or EMS duties.

ARTICLE XIX - GROUP LIFE INSURANCE

Section 1 - Insurance

The City shall provide all employees with a $ 2000.00 Group Term Life Insurance Plan.

ARTICLE XX - HEALTH INSURANCE

Section 1 - Plans

Subject to the limitations in the employees, option on medical insurance, the City shall offer the following medical insurance coverage. If the health insurance carrier unilaterally changes the coverage offered, the City is not responsible to maintain the specified coverage herein. However, the City is responsible to maintain the most equivalent medical coverage offered by the health insurance carrier. Members of this bargaining unit will be eligible for any and all futuristic health care plans or other options that the city may offer. For the duration of this contract. Examples: Eye cares, Dental, Rex plans, Etcetera.

Single and Family Coverage where Applicable

A. Blue Cross / Blue shield hospital contract 42 -43 with Rider R-46 Pre - Care Plus; R-48 Out of Area Hospital. Medical contract 60-61 with Rider R-21 Psychiatric; Major Medical Rider BCMM - 7 $100 / $200 family; Drug Rider $7.00 co-pay.

B. Community Blue II With $7/ $15 / $35 co-pay prescription drug program

In the event the health insurance company unilaterally directs the city in the third year of the contract A three (3) - tier prescription drug deductible, the three (3) tier will be closest to the $7.00 tier.

Section 1a

It is understood and agreed between the city and the union that the conversion to experienced rated plans maintains the same coverage as the community rated plans.

Section 1b

It is further understood and agreed between the city and union that the conversion to these health insurance plans will only provide a temporary savings in the total premiums payable for this insurance coverage and the savings realized will only be passed onto the employees until the previously established base line of 75% payable by the city and 25% payable by the employee is reached.

For the purpose of adjusting the payment payable by the city and the employees as the health insurance premiums increase in the future, the city and the union agree that the following base lines are hereby established for the city's share of the total premium:

City's annual share = for single policy = $4,188.00

For family policy = $11,544.00

In order to calculate future premiums payable, any increase in premiums over the 2008-2009 amount will be added to the share payable by the employee's in 2008-2009 until the employee's share reaches 25% of the total premium. These plans may be modified in the future to offset annual premium increase so that the city's cost will be capped at the 75% of the total premium.

Section 1c

The city and union agree to revisit the health insurance coverage as early as feasible each year during the term of this agreement. In consultation with the city's health insurance broker the city and union will review recommendations to make amendments to the health insurance plans in order to realize additional savings or to maintain current premium levels whichamendments may include raising co-pays in certain categories in order to create a health reimbursement account (HRA account) or even obtaining more competitive rates by seeking quotations from health insurance providers other than Blue Cross/Blue Shield. Benefit adjustments will be made effective each May 1st, beginning in 2009. From time to time the effective date of changes may be made so the city can take advantage of competitively priced coverage that becomes available from the insurance market place.

Section 2 - Options

The City shall have the option at any time to include or discontinue with the Blue Cross/Blue Shield 4243, 6061 Plan and /or the community Blue II Plan a $250.00 hospitalization deductible rider. Such deductible shall be self - insured by the City. Employees incurring this deductible shall be reimbursed by the City, or have the hospital bill the City Directly.

Section 3- Cost

Full time Fire Fighters hired prior to April 1, 1982 shall receive 100% of the cost of individual and /or family plan health insurance provided in Section 1B.

Full Time Fire Fighters hired on or after April 1, 1982 shall be required to pay 25% of the cost of the premium.

If an employee selects Section 1, A-BC/BS 42-43/60-61, the employee must pay the difference between the premium for Community Blue II, and the premium of the BC/BS 4243/60/61 plan in addition to the percentage if applicable.

The same payment each year thereafter.

Section 4 - Double Coverage

The City shall not be required to provide medical insurance benefits as defined in this Article if an employee is covered by another plan. An employee must choose which health plan he/she/ is to be covered by and if the decision is that the city's plan is to provide the coverage than the employee must cease to be covered by the other plan. The City shall not be obligated to provide double coverage under any condition, nor to contribute toward premiums there of. An employee may elect to have coverage under the City's plan when the employee ceases to be covered by the other health plan.
In the event it was determined an employee was receiving double coverage, the employee would repay the City the monthly premiums for the period of time double coverage through payroll deductions. In the event a grievance is filed, payroll deductions would not start until the grievance would be determined.

Section 5 - Insurance after Retirement
The employer shall provide and pay 25% of the cost of individual of family Health Insurance Section A or B for full time employees who retire from service of the City and are collecting a New York State retirement allowance on April 1, 1985 and there after. Payment by the City is to be paid during the life of the retired employee.
Employees 65 years of age or older shall utilize coverage under Medicare in conjunction with any health plan in effect at the time.

Section 5a –
"Employees hired after April 1, 2008, upon retirement and not covered under the City's Health insurance plan will have a period of two years from the date of retirement to elect to be covered by the City's Health insurance plan at their own cost.

Section 6 - Opting Out Of City Insurance Plan
Employees who are eligible to receive health insurance either partially or wholly paid for by the city shall have the option to waive such health insurance plan under certain conditions. In return for waiving such health insurance coverage the employee shall be entitled to receive semi-annual payment from the city in the amount of $375.00 (for single coverage) and $750 (for family coverage) payable on the 1st day of October and the 31st day of March each year.
In order to be entitled to such payments the employee must satisfy the following conditions:

1. The employee must submit a completed "health insurance waiver" form to the city comptroller which form must be accompanied with proof that the employee is covered by a health insurance provider other than the City policy, at the time of submitting the "health insurance waiver" form
2. The employee must submit the "health insurance waiver" form to the comptroller no less than six (6) months prior to the date upon which the city makes the semi-annual payments (i.e. October 1st and March 31st .) For example, in order to be entitled to a payment on October 1st of any year, the employee must have submitted the "health insurance waiver" form to the city comptroller on or before April 1st of that year.

Once a "health insurance waiver " form is submitted to the city comptroller the employee shall beentitled to receive the semi-annual payment set forth above for the duration of this contract until the employee notifies the city comptroller that the employee elects to once again be covered by the city's health insurance plan. Re-entry into the health insurance plans provided by the city pursuant to this agreement shall be governed by the provisions of the particular health insurance plan.
Where an employee has elected to waive participation in the city's health insurance plan and that employee's eligibility to be covered by another health insurance provider is terminated due to the death of a spouse, divorce, lay off, plant closing or such other reason beyond the employee'scontrol, the employee and his or her dependents shall be eligible to be reinstated under the city's health insurance plan.
Written notice of the employee's election to be reinstated under the city's plan must be provided by the employee to the city comptroller within thirty (30) days of the event which qualifies such employee for re entry into the plan. Thereafter, re-entry into the plan shall be accomplished as soon as possible pursuant to the provisions of the particular health insurance plan.

ARTICLE XXI - SENIORITY, LAYOFF AND RECALL

Section 1 - Civil Service Law
Seniority, Layoff and Recall shall be in accordance with Civil ServiceLaw (See appendix D attached)

Section 2 - Severance Package
In time of potential layoff of a non-probationary firefighter both parties will reconvene to negotiate a severance package and impact. In the event the parties cannot agree on the term of severance pay and impact, either party may submit a request for Arbitrator and the parties and the part shall choose said Arbitrator under the procedure established by New York State Public Employment Relations Board (PERB).

ARTICLE XXII -DISCIPLINARY ACTION

Section - 1 Section 75 and Section 76
Any permanent employee subject to any disciplinary action because of alleged incompetence or misconduct with respect to his official duties and responsibilities shall be entitled to the procedures of Section 75 and 76 of the Civil Service Law.

Section 2 - Hearing Officer
Any Hearing Officer appointed by the City shall be in accordance with Civil Service Law.

ARTICLE XXIII - GRIEVANCE PROCEDURE

Section 1- Terms
Any dispute arising concerning the interpretation or application of the Term of this Contract or hereunder shall be processed in accordance with the Grievance Procedure for the City of Salamanca Fire Department employees.

Section 2 - Definitions
As used herein, the following Terms have the following meanings:

(A) "City" means City of Salamanca
(B) "Employee" shall mean any person who is a member of the Fireman's Bargaining Unit as the same as defined in the Contract between the City of Salamanca, New York and the Salamanca Professional Fire Fighters Association, AFL-CIO Local 2501
(C) "Superiors" Means persons, regardless of title, who are assigned to exercise any level of supervisory responsibility over City Employees.
(D) "Decision" means the written disposition and determination of a grievance.
(E) "Days" shall mean all days other than Saturday, Sunday and legal holidays. Saturday, Sunday and legal holidays be excluded in computing the number of days within which action must be taken or notice given within the term of this procedure.
(F) "Representative" shall mean any person, persons or group selected by the employee to stand or act for said employees.
(G) "Grievance" shall mean any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder and shall be processed in accordance with the Grievance procedure for the City of Salamanca Fire Department employee.

All grievances shall be presented within 15 calendar days from the date the cause of the grievance occurs. Unless the grievance is filed in accordance with the time limitations of this section, it shall not be entailed to consideration under this procedure.
Every Employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented ant all stages there of.
If any employee shall believed he has a justifiable grievance or complaint, he may discuss it with his

immediate superior and his Union representative in an attempt to settle the matter informally. Failing such settlement, a grievance may be filed in writing, in which case it shall be handled in accordance with the following procedure:

STEP I. Between the employee and /or representative and the immediate Superior involved. The immediate Superior shall respond within 15 days. An employee must proceed to Step II, (2) within 10 working days.

STEP II. Between the employee and/or representative and the Mayor of the City of his designee appointed for such purpose. Any grievance advanced to this Step shall be answered within 10 working days after the grievance has been appealed to Step II unless the nature of the grievance is such as to require additional time for investigation. In such event, by mutual agreement, thetime for written response shall be increased an additional five (5) working days.

STEP III. In the event a satisfactory settlement is not made in Step II, either party, may take an appeal by written notice to the other, to an impartial arbitrator who shal be agreed upon by the parties. In the event the parties fail to agree upon the arbitrator within seven (7) days after the appeal has been taken, unless such time is extended by mutual agreement, the State Employment Relations Board may be requested by either party to provide a list of arbitrators. The arbitrator shall be selected by the parties flipping a coin to determine who will strike a name from the list of arbitrators. The loser of the coin flip will strike first. The parties will alternately strike names until one (1) name remains who shall be the arbitrator.

The Arbitrator shall not have the power to add to, subtract from, alter, or modify in any manner any of the Terms of this Agreement or to modify in any manner any of the Terms of Agreement ø any agreement supplemental hereto. Any case appealed to the arbitrator of which he determines that he has no power to rule shall be referred back to the parties without decision or recommendation. The decision of the arbitrator in matter over which he has jurisdiction shall be final and binding upon both parties. The expense of the arbitrator will be shared equally by the City of Salamanca and the Union.

GENERAL PROVISIONS

A. Grievance shall be filed promptly and if not appealed within ten (10) work daysfrom the time that the right to appeals accrues, shall be inclusively deemed to have been settled on the basis of the decision in the Step from which no such appeal was taken.

B. Any Step of the grievance procedure may be bypassed on mutual agreement expressed in writing.

C. The grievance Committee for the Union shall be determined by the Union and consist of two (2) employees of the City and the Union President who may be grievances, consult with aggrieved employees, attend meeting specified in the Grievance Procedure.

ARTICLE XXIV - EQUIPMENT

The City of Salamanca and the employees shall form a safety committee composed of three (3)members, one appointed by the City, one appointed by the Union and the third shall be the fire chief. The committee shall make recommendations pertaining to safety policies and equipment use. Any report or recommendations shall be made to the fire chief who will in turn report the fire commissioners. In the event a fire fighter deems that fire department equipment is in need of repairs he shall notify the fire chief.

ARTICLE XXV - DEATH AND RETIREMENT BENEFITS

Section 1 - Unused Sick Time (Line of Duty Death)

If a member of the fire department dies in the line of duty or dies ass a result of injuries received while in the line of duty, his beneficiary shall be paid for any unused sick leave, holidays, or vacation, accumulated by the affected employee.

Section 2 - Unused Sick Time (Retirement)

Any employee covered under the terms and conditions of this agreement who retires from he service of the City shall be compensated for 50% of his unused sick days in addition to any holidays or vacation that the affected employee may have occurred. Said payment shall be made at the employee's current rate of pay

when the aforementioned event occurs and shall be paid in one lump sum amount within 10 days after retirement.
For the purpose of this paragraph, "one day's pay" means the employee's annual salary at the time divided by 2080.

Section 3 - Retirement System
All employees covered under the Terms and Conditions of this Agreement shall be members of the New York State Policemen's and Firemen's Retirement System.

Section 4 - Section 384
The City shall continue to provide the Retirement Plan commonly referred to as "the Special Police and Firemen's non-contributory 25 YEAR plan (Section 384 of the applicable law)" Special Plan 384. Regardless of age, a person who retires after 25 years of service will receive 50% of FAS at the maximum. Nothing will be added.

Section 5 - Section 375 e
Improved non-contributory Plan (Section 375e). Members are not required to contribute. Minimum retirement age is 55. The retirement allowance is 1/60th of FAS for each year of service after April 1, 1938 and includes the annuity purchased by the member's age 60 Plan contributions, if any, prior to April 1, 1960. For service prior to April 1, 1938 there is a pension of 1/120th of FAS for each year of member service or 1/60th for each year of any prior service. Any excess contributions purchase additional annuity.

Section 6 - Section 375g
Non-contributory 25-year career Plan (Section 375 g). Members are not required to contribute. Minimum retirement age is 55. When a member retires with 25 years or more years of service, the basic retirement allowance including annuity purchased by member's age 60 Plan contributions on earnings before April 1, 1960, if any, will be ½ of FAS for the first 25 years of service plus 1/60th of FAS for each year of service over 25. Any excess contributions purchase additional annuity. (Members with less than 25 years of service retire under provisions of 375e).

Section 7 - 207 a
The City shall obtain and make available the Special 20 Year Retirement Plan (Section 384 D). In addition the City shall provide the coverage under 207a and the Death Benefit Rider (Section 360b of the applicable Law) on the effective date of this Agreement. The City shall provide contributions necessary to enact the above plans so as to make these Plans available.

Section 7a - GML 207a Procedure
(See appendix A attached)

Section 8 - 384 – e
All current and future members who participate in section 384-d will automatically be covered by this plan. Section 384-e allows tier 1 fire retirement system members a maximum pension of 75% of the final average salary after completing 35 years of allowable special plan service. Tier 2 fire retirement system members' maximum pension under this plan is 70% of the final average salary after completion of 32 years of allowable special service.
Allows firefighters who have elected 384-d to elect 384-e and receive additional 1/60 of FAS for creditable service in excess of 20 years.

- Only credited service as provided under 384-d is allowable unless employer elects to allow prior to firefighter service.
- If over age 55 at retirement, comparison with back- up plan is done and the greater benefit is paid.

Limitations

- Tier 1 maximum benefit: 75% of FAS
- Tier 2 cannot exceed the amount payable after 32 years of creditable service (70%)FAS

ARTICLE XXVI - SAVING CLAUSE

Section 1 - Violation of Law
If any Article or part thereof of this Agreement or any additional thereto should be in violation of any Federal, State, or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

Section 2 - Negotiation for Replacement
Should a determination be made in accordance with Section 1 of this Article, the parties to this Agreement shall reconvene immediately to negotiate a suitable replacement for the provision or provisions of this Agreement which are declared illegal.

ARTICLE XXVII - LEGISLATIVE CLAUSE

"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit the implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval."

ARTICLE XXVIII - CONTRACTING OUT

Section 1
The city will not contract out work done by this bargaining unit.

ARTICLE XXIX - CODES

Section 1
Local 2501 agree to take on the work of the Codes department at no extra cost to the City of Salamanca. For one year, review of this work will be doneon a quarterly bases between the City and Bargaining Unit. During reviews either group with an unworkable grievance can move to strike said work. After May 1, 2003 this work becomes a permanent part of the work done by the Firefighters and Officers of Local 2501.

ARTICLE XXX - AGENCY SHOP

Section 1
Any employee who is not a member of the union shall, as a condition of employment, pay a monthly service charge equivalent to half (½) the dues and assessments paid by full-time members to the union. Employees who fail to meet this requirement shall be discharged.

ARTICLE XXXI – RANDOM DRUG TESTING

Section 1
1. The policy will require random testing of 50% of the pool for drug use and 10% of thepool for alcohol consumption on an annual basis.
2. The selection of firefighters for testing will be done on a random basis pursuant to a federally approved computer program.
3. Availability of firefighters for testing will be confirmed by QHS through the annual master schedule provided to QHS by the fire department and any amendments thereto.
4. Unavailability of a firefighter for a test due to a work–related matter will not constitute a failure.
5. Testing will be conducted at city hall and may include night testing.
6. A positive test result will be communicated by telephone to the employee and to the Mayor's office

with written follow-up.

7. The testing procedures will be exactly the same as is currently in place for the Board of Public Utilities and the Department of Public Works.

(Also see appendix C attached)

DURATION

This Agreement shall be effective as of April 1, 2013 and shall remain in effect until March 31, 2016. The parties further agree that negotiations shall commence no later than January 15, 2016.

This being in full understanding and agreement of the parties the parties hereunder set their hand.

City of Salamanca, Mayor

12/27/12
Date

Salamanca Professional
Fire Fighters, Local 2501
President

12/28/12
Date

APPENDIX A

GML 207a Procedure

Model GML 207-a Procedure

Section 1: Intent

This procedure shall be used to administer disability payments pursuant to section 207-a of the General Municipal Law. This procedure is intended to implement the express language of section 207-a and to assure that benefits are properly paid to fire fighters who are injured or sustain an illness while on duty or while performing their duties on behalf of City of Salamanca Fire Department. This procedure shall not prohibit a fire fighter of City of Salamanca Fire Department from seeking or collecting any other benefits to which he or she may be entitled. The following procedures shall be the exclusive remedy utilized to determine benefit determinations.

Section 2: Reporting Duty Related Injuries or Illnesses

No application for benefit pursuant to section 207-a of the General Municipal Law will be approved unless the fire fighter / applicant, or someone acting on his or her behalf, shall have filed an injury / exposure report (form # _____, see appendix A) within thirty calendar days after the incident or within thirty calendar days of discovery of the injury or the illness giving rise to the disability.

Section 3: Application for benefits pursuant to Section 207-a of the General Municipal Law

Within thirty calendar days of the filing of the notice of injury or illness, the firefighter or someone acting on his or her behalf shall file an application (form # _____, see appendix B) for section 207-a benefits.

Section 4: Initial Determination of Eligibility

The chief or his designee will review the application submitted by the fire fighter (or someone on his behalf) and render an initial determination of eligibility for benefits provided pursuant to section 207-a. The review shall consist of the actual application, any available medical records and reports and interviews or statements from any witnesses.

This initial determination shall be rendered within thirty calendar days of the filing of the application for 207-a benefits. The determination shall be made in writing and mailed certified, return receipt to the last known address of the applicant or the person acting on his behalf. If no determination is made within thirty days of filing the application, the application will be deemed approved for 207-a benefits.

The city may send the fire fighter to a physician or physicians of its choice for examination. This will be done at the expense of the City. No fire fighter's physician will be contacted by any representative of the City without the fire fighter's express written authorization. In the event a question arises as to initial eligibility for benefits, the firefighter shall provide authorization for the City to obtain his or her medical records that relate to the injury or illness contained in the application for 207-a benefits.

Section 5: Status Pending Determination of Eligibility for Benefits

Upon filing an application for 207-a benefits, the fire fighter shall be placed on paid department leave pending a final determination of his or her eligibility for section 207-a benefits.

If the fire fighter is determined to be eligible for 207-a benefits, the time charged to department leave will be converted to section 207-a leave. If the fire fighter is determined not to be eligible for section 207-a benefits, time charged to department leave will be converted to sick leave. If the employee has no accrued sick leave, the employee will reimburse the City from accrued vacation time.

Section 6: Appeal of Adverse Determination

The fire fighter may request, in writing, an appeal of the initial determination denying 207-a benefits within thirty calendar days of receipt of the initial determination. Such notice of appeal shall be filed with City Clerk Office. The City Clerk's Office shall appoint a hearing officer chosen at random from a mutually agreed list between Local 2501 IAFF and the City (see appendix C). A hearing date and location shall be established and the fire fighter will be given at least ten calendar days notice. The hearing officer shall conduct the hearing in accordance with established rules of evidence, consistent with the New York State Administrative Procedure Act.

The fire fighter and the City are permitted to be represented by an attorney or a representative, at their own expense.

A transcribed record of the hearing shall be made at the expense of the City and provided to each party.

The burden of proof is on the fire fighter to establish entitlement to 207-a benefits.

The hearing officer shall make a written decision, containing finding of fact and conclusions of law. This written decision, shall be served upon all parties within thirty calendar days of the conclusion of the hearing. This decision shall constitute the final determination of eligibility for 207-a benefits.

Once this decision has been served, either the fire fighter or City may file an appeal pursuant to article 78 of the civil practice law and rules. If the city loses the appeal, they shall be responsible for the reasonable legal fees incurred by the fire fighter.

Section 7: Review of Continued Eligibility of 207-a Benefits

The medical condition of any fire fighter receiving 207-a benefits shall be subject to periodic review by the City. Any firefighter receiving 207-a benefits may be directed to undergo a medical examination. Failure to do so may result in a termination of 207-a benefits. Any decision that results in a change of status may be appealed by the fire fighter pursuant to the procedure on section 6.

Section 8: Workers Compensation

Awards pursuant to Workers' Compensation Law shall be signed over to the City for those fire fighter receiving 207-a benefits.

Section 9: Tax Treatment of 207-a Benefits

Pursuant to the internal revenue code payment made to fire fighters pursuant to section 207-a are exempt form withholding of federal income tax.

Section 10: Notification and Application for Retirement Disability Benefits to the New York State and Local Police Fire Retirement System

Employer or Employee (Discussion).

APPENDIX B

Wellness Incentive

City of Salamanca Fire Department
Physical Ability Test

Event #1

Stair Climb: During this event the candidate is required to climb nearly 200 steps. This will be accomplished by climbing the basement steps which is equivalent to 5 times down and back up to the top landing.

Event #2

Hose Drag: During this event the candidate grasps an automatic nozzle attached to 200ft of 1 ¾ inch hose. The candidate places the hose line over the shoulder or across the chest not exceeding the 8ft mark. The candidate is permitted to run during the hose drag. The candidate drags the hose 75ft to a pre-positioned drum makes a 90 degree turn around the drum and continues an additional 25ft. The candidate then stops within the marked 5ft x 7ft box drops to one knee and pulls the hose line until the hose line 50ft mark is across the finish line.

Event #3

Equipment Carry: During this event the candidate removes the two saws from a simulated tool cabinet one at a time placing them on the ground. The candidate then picks up both saws one in each hand and carries them while walking 75 feet around a drum then back to the starting point.

Event #4

Ladder Raise and Extension: During this event the candidate walks to the top rung of the 14ft aluminum ladder. The candidate will then walk the ladder up to a stationary position. The candidate will then extend or raise the ladder to the pre determine height which is apex. 20ft.

Event #5

Forcible Entry: During this event the candidate uses a 10-pound sledgehammer and strikes the designated tire 10 times before moving onto the next event

Event #6

Search: During this event the candidate crawls on hands and knees through a tunnel maze that is approximately 50 long and has two 90 degree corners and the candidate will also have to navigate though two narrowed spaces.

Event #7

Rescue: During this event the candidate will grasp the rescue dummy and drag 35ft around a drum and back to the finish line.

Event #8

Ceiling breach and Pull: During this event the candidate fully pushes up the hinged door in the ceiling with the pike pole three times. The candidate then hooks the pike pole to the ceiling device and pulls the pole down five times. Each set consists of three pushes and five pulls. The candidate repeats the set four times

City Of Salamanca
Candidate Physical Ability Test Evaluation Form

CANDIDATE NAME (Please Print)			Date:
Last:	First:	Middle Initial:	SSN:

Event 1 Stair Climb	**Check all boxes that apply**	
Candidate doesn't complete stair climb:	Number of sets completed:	Elapsed Time:
Reason for incompletion:		

Event 2 Hose Drag	**Check all boxes that apply**
Candidate doesn't complete Hose Drag:	Elapsed Time:
Reason for incompletion:	

Event 3 Equipment Carry	**Check all boxes that apply**
Candidate doesn't complete Equipment Carry:	Elapsed Time:
Reason for incompletion:	

Event 4 Ladder Raise and Extension	**Check all boxes that apply**
Candidate doesn't complete Ladder Raise and Extension:	Elapsed Time:
Reason for incompletion:	

Event 5 Forcible Entry	**Check all boxes that apply**
Candidate doesn't complete Forcible Entry:	Elapsed Time:
Reason for incompletion:	

Event 6 Search	**Check all boxes that apply**
Candidate doesn't complete Search:	Elapsed Time:
Reason for incompletion:	

Event 7 Rescue	**Check all boxes that apply**
Candidate doesn't complete Rescue:	Elapsed Time:
Reason for incompletion:	

Event 8 Ceiling Breach and Pull	**Check all boxes that apply**
Candidate doesn't complete Ceiling Breach and Pull:	Elapsed Time:
Reason for incompletion:	

Lead Proctor's Name:	**Candidate Pass or Incomplete:**	**Final Time:**

APPENDIX C

RANDOM DRUG TESTING

6-19-92

DRUG-FREE WORKPLACE POLICY
REVISED AND ADOPTED APRIL 29, 1992

It is the policy of the City of Salamanca to maintain a drug-free workplace. Therefore, it is the purpose of this policy to adopt the following regulations:

1. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance within any facility owned, leased, occupied, or under the control of the City of Salamanca by any employee, member, or contractor of the city is expressly prohibited. Being under the unlawful influence of any controlled substance is also prohibited.

2. Employees and members of the city must inform the appropriate city department head within five (5) days of any criminal drug statute conviction (including a violation) for a violation which occurred within any facility owned, leased, occupied, or under the control of the city.

3. The city shall inform all Federal, State, County and/or local funding sources of any notification received pursuant to Section 2 of this policy. Notification of the funding sources shall occur within ten (10) days of the city's receipt of notification of the conviction.

4. It is the condition of employment that all employees abide by this policy. Any infraction of this policy by any employee of the city will be handled in the following manner:

    4.1 The employee may be disciplined or terminated in accordance with the Article I, Section 19(c) of the city's Personnel Rules/Benefits For Non-Union Employees in place at the time of this policy's approval and in accordance with the Rehabilitation Act of 1973.

    4.2 The employee may be required to participate in a drug abuse assistance or rehabilitation program approved by an appropriate Federal, State, or local agency or governmental unit.

    4.3 Appropriate disciplinary actions are at the discretion of the city council.

    4.4 The city will take disciplinary action(s) within 30 days of receiving notification of a conviction.

5. A copy of this policy shall be given to all persons employed by the city at the time the policy is approved and to all persons employed by the city subsequent to the approval of this policy. An additional, initialed copy of this policy shall be maintained in each employee's personnel file.

6. A copy of this policy shall be publicly posted in the city's municipal center as publication of this policy.

7. The city shall notify a contractor working for the city, if it becomes known to the city that an employee of the contractor receiving a criminal drug statute conviction for a violation which occurred within any facility owned, leased, occupied, or under the control of the city. The city may take action against the contractor, if the members of the Common Council of the city feel that the situation warrants such action.

RESOLUTION ESTABLISHING CITY OF SALAMANCA DRUG AND ALCOHOL TESTING POLICY

WHEREAS, effective January 1, 1995, the City of Salamanca was required by Federal Regulation, 49 CFR Part 392, to commence random drug and alcohol testing for City employees who possess a commercial driver's license, and

WHEREAS, the City of Salamanca needs to establish a drug and alcohol testing policy for employees in positions requiring a commercial driver's license (CDL) and defined as safety-sensitive.

NOW, THEREFORE, BE IT RESOLVED, the City of Salamanca Common Council hereby adopts the Drug and Alcohol Testing Policy as set forth below:

S. C/

RESOLUTION

WHEREAS, the City of Salamanca adopted a Drug and Alcohol Testing Policy pursuant to resolution of the Common Council adopted on November 20, 1995, and

WHEREAS, it has been determined to be in the best interests of the City to amend that policy to provide that the cost of Return-to-Duty Testing and Follow-up Testing shall be at the expense of the employee.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. City of Salamanca Drug and Alcohol Testing Policy is hereby amended by adding to Section 2.4.7 to provide as follows: The employee shall be responsible for the full cost of the return to duty evaluation, rehabilitation program, if required, return-to-duty test and all follow-up testing as required by Sections 2.4.5 and 2.4.6.

2. This resolution shall take effect immediately.

RESOLUTION

WHEREAS, the City of Salamanca adopted a Drug and Alcohol Testing Policy pursuant to resolution of the Common Council adopted on November 20, 1995, and

WHEREAS, it has been determined to be in the best interests of the City to amend that policy to provide that the cost of Return-to-Duty Testing and Follow-up Testing shall be at the expense of the employee.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. City of Salamanca Drug and Alcohol Testing Policy is hereby amended by adding to Section 2.4.7 to provide as follows: The employee shall be responsible for the full cost of the return to duty evaluation, rehabilitation program, if required, return-to-duty test and all follow-up testing as required by Sections 2.4.5 and 2.4.6.

2. This resolution shall take effect immediately.

DRUG AND ALCOHOL TESTING POLICY

1. PURPOSE

1.1 The purpose of this policy is to establish the City of Salamanca policy regarding federal law and rules governing drug and alcohol testing for employees in safety sensitive jobs.

As an employer, the City of Salamanca maintains a strong commitment to provide a safe, efficient work environment for its employees and the public they serve. This policy is based upon the State's practice and policy prohibiting the use of alcohol and drugs on the job, or prior to reporting to work. The policy is consistent with the Federal Drug Free Workplace Act of 1989, and the Omnibus Transportation Employee Testing Act (OTETA). It is the intent of this policy to assure compliance with Federal and State law and regulations regarding drug and alcohol testing of employees.

As a result of enactment of OTETA, the Federal Highway Administration (FHWA) instituted rules that mandate alcohol and drug testing for employees in positions requiring a Commercial Drivers License (CDL) and defined as safety sensitive. These rules, which became effective January 1, 1995, require pre-employment, reasonable suspicion, post-accident, random, follow-up, and return-to-duty drug and alcohol testing.

2. PROGRAM REQUIREMENT

2.1 Employees Subject to Testing. FHWA rules provide that safety sensitive employees who operate vehicles requiring a CDL must be subject to drug and alcohol testing. A CDL is required of any person who operates a motor vehicle defined as: a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle -

a) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating or more than 10,000 pounds;

b) has a gross vehicle weight rating of 26,001 or more pounds;

c) is designed to transport 16 or more passengers, including the driver; or

d) is of any size and is used in the transportation of materials found to be hazardous for the purpose of the Hazardous Materials Transportation Act.

Examples of positions deemed to require a CDL include bus drivers, drivers of trucks over 26,000 GVWR, and snowplow drivers.

Each department shall identify a complete listing of safety-sensitive job functions and corresponding position titles located in the respective organizations. That listing shall be attached to this policy and shall be updated as necessary.

2.2 Participation as a Condition of Employment. All employees in, or applicants for, positions defined as safety-sensitive in Section 2.1 must participate in the drug and alcohol testing program prescribed by FHWA rules as a condition of employment. Failure to participate and comply with program requirements may result in disciplinary action up to and including termination of employment.

2.3 Prohibited Behavior. It is the policy of The City of Salamanca that:

2.3.1 No employee shall use, sell, distribute, dispense, possess, or manufacture any alcoholic beverages or illegal drugs or any other intoxicating substance on a job site or City property while on duty or while in a City vehicle, a vehicle leased for City business, or a privately-owned vehicle being used for City business during the employee's work hours.

2.3.2 No employee shall report to work unfit for duty at the beginning of a shift or upon returning from any break, lunch, or rest period as a result of consuming alcohol, illegal drugs, or other intoxicant. Further, no employee notified of being in a safety-sensitive position as defined by the Omnibus Transportation Act of 1991 and FHWA rules shall report to work in a condition that violates that Act and the corresponding rules.

2.3.3 Effective January 1, 1995, an employee in a safety-sensitive position is further prohibited from the use of alcohol four (4) hours prior to performing safety-sensitive functions. No supervisor having knowledge that an employee in such a position has used alcohol within four (4) hours shall permit that employee to perform safety-sensitive functions.

2.3.4 In some cases, the use of prescription or over-the-counter drugs may cause impairment which prohibits the employee from performing safety-sensitive functions. It is the responsibility of the employee on prescription or over-the-counter medication which may impair performance to consult with his/her physician or pharmacist regarding its effects and inform his/her supervisor if he/she may be impaired. An employee may be required to have his/her physician certify that medication does/does not adversely affect the employee's fitness for duty.

2.3.5 Federal rules governing safety-sensitive positions determine the provisions of drug and alcohol testing related to accidents. Further, for employees with CDLs in non-safety-sensitive positions, any work-related accident or injury

involving City vehicles, equipment, or property where it can be demonstrated that the use of alcohol, drugs, or other intoxicants was a contributing factor may result in disciplinary action up to, and including, termination of employment.

2.3.6 Violation of these rules may result in disciplinary action up to, and including, termination of employment.

2.4 Circumstances of Testing. FHWA rules require that drug and alcohol tests be given to safety-sensitive employees in specific circumstances: pre-employment, reasonable suspicion, post-accident, random, return-to-duty, and follow-up.

In order for employees to recognize the circumstances which may initiate these tests, the following definitions are provided:

2.4.1 Pre-employment Testing. The FHWA rules require that all applicants for employment in positions requiring a CDL or individuals being transferred into such positions must be given pre-employment drug and alcohol tests. Applicants may not be hired or assigned to a safety-sensitive function unless they complete and pass the tests. Prior to conducting the tests, departments must inform the applicant or employee of the testing requirements. Vacancy announcements and job postings must stipulate that passing drug and alcohol tests is a condition of employment. Further, applicants may be required to sign a document acknowledging that they know they are subject to testing.

2.4.2 Reasonable Suspicion Testing. The FHWA rules require that an employee in a safety-sensitive position must be directed to undergo alcohol or drug testing when the supervisor has reasonable suspicion to believe that the employee has used a prohibited drug or has misused alcohol in violation of OTETA and FHWA regulations. The request to undergo a reasonable suspicion test must be based on specific, contemporaneous, articulable, reliable observations concerning appearance, behavior, speech, or body odor of the employee.

2.4.3 Post-Accident Testing. The FHWA rules provide that as soon as practicable following an accident tests for alcohol and controlled substances shall be administered to employees performing safety-sensitive functions, if the accident involves the loss of human life or the driver receives a citation under State of Local law for a moving traffic violation arising from the accident. Drug testing must be performed within thirty-two (32) hours following the accident. Alcohol tests be performed within eight (8) hours. If an alcohol test is not administered within two (2) hours following the accident, then the department must still attempt to administer the test and must also prepare and maintain a record stating the reason(s) the test was not promptly administered.

If an alcohol test is still not administered

within eight (8) hours following the accident, then the department shall cease attempts to administer an alcohol test and shall maintain the same record.

A safety-sensitive employee shall not use alcohol for eight (8) hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

The requirement to test for alcohol and drugs following an accident shall in no way delay necessary medical attention for injured people or prohibit a safety-sensitive employee from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care. However, an employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing.

2.4.4 Random Testing. The FHWA rules require that safety-sensitive employees be subject to random drug and alcohol testing. The selection of employees for random alcohol and drug testing shall be made by a scientifically valid random-number selection method. The selection process shall assure that each employee shall have any equal chance of being tested each time selections are made. Selection shall be determined by the third-party organization employed to administer the alcohol and drug testing program.

The test dates shall be spread reasonably throughout the year with no established pattern. Testing will be unannounced as well as random.

Once the employee has been notified that he/she has been selected for random testing, the employee shall report immediately to the collection site. Employees shall be individually and discretely notified to report to the collection site, and they shall be assured that they have been selected for a routine test. Schedules shall be adjusted so that additional personnel may be available to substitute for employees being tested.

2.4.5 Return-to-Duty Testing. Before any employee is allowed to return to duty to perform a safety-sensitive function following a verified drug test result, an alcohol result of 0.04 or greater or a refusal to submit to a test, that employee must undergo a return-to-duty test. The return-to-duty alcohol test result must indicate an alcohol concentration of less than 0.02. The return-to-duty test result must indicate a verified negative result for controlled substance use.

Before a return-to-duty test is performed, the employee must be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee may need and shall determine whether the employee has followed recom-

mendations by a substance abuse professional (SAP) including participation in any rehabilitation program.

2.4.6 Follow-up Testing. Once allowed to return to duty, an employee shall be subject to unannounced follow-up testing for at least twelve (12) but not more than sixty (60) months. The frequency and duration of the follow-up testing will be recommended by a substance abuse professional (SAP) as long as a minimum of six (6) tests are performed during the first twelve (12) months after the employee has returned to duty. Employees subject to follow-up testing must also remain in the standard random pool.

2.5 Behavior that Constitutes a Refusal to Submit to a Test. The following actions or behaviors shall constitute a refusal to submit to a required test:

2.5.1 refusal to take the test;

2.5.2 inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation;

2.5.3 tampering with, or attempting to adulterate, the specimen or collection procedure;

2.5.4 failure to report to the collection site in the time allotted; or

2.5.5 failure to remain readily available for post-accident testing for eight (8) hours or until the employee undergoes testing, whichever occurs first.

2.6 Testing Procedures.

2.6.1 Drug Testing. Drug testing is conducted by analyzing the employee's urine specimen. Specimens are collected in an off-site facility which must meet the "Procedures for Transportation Drug and Alcohol Testing Program" (49 CFR, Part 40) requirements to assure privacy and the integrity of specimen collection. The employee provides a urine specimen, which is sealed and labeled by an authorized agent of the testing organization. A chain of custody document is completed and the specimen is shipped to a certified laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, property identification, and integrity are not compromised.

The OTETA requires that drug testing procedures for safety-sensitive employees include split specimen techniques. Each urine specimen is sub-divided into two containers labeled as primary and split specimens. Both specimens are forwarded to a laboratory certified by the U.S. Department of Health and Human Services (DHHS). Only the primary specimen is used in the urinalysis. The split specimen remains

sealed and stored unless, and until, it is required for confirmation of a positive test.

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

If the analysis of the primary specimen confirms the presence of controlled substances, then the employee has seventy-two (72) hours to request that the split specimen be sent to another DHHS certified laboratory for analysis. The split specimen procedures may provide the employee with an opportunity for a second opinion.

All drug tests are reviewed and interpreted by a physician, Medical Review Officer (MRO), before they are reported. If the laboratory reports a positive result to the MRO, then the MRO contacts the employee and conducts and interview to determine if there is an alternative medical explanation for the presence of a controlled substance in the specimen.

If the employee provides appropriate documentation and the MRO determines that there is a legitimate medical use of the prohibited drug, then the test result is reported as negative.

Urine specimens are analyzed for the following drugs:

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

2.6.2 Alcohol Testing. FHWA rules provide that alcohol testing is conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA). The breath test must be performed by a breath alcohol technician (BAT) trained in the operation of the EBT and in the alcohol testing procedures prescribed by the rules.

Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. Any result from the screening test is considered negative if the alcohol concentration is less that 0.02. If the alcohol concentration is 0.02 or greater, then a confirmation test must be conducted. The employee and the BAT complete the alcohol testing form to ensure that results are properly recorded. The confirmation test must be conducted using an EBT that prints the results, date, time, in sequential test numbers, and the name and serial

number of the EBT to ensure the reliability of the results.

The EBT shall be conducted by BAT's employed by a drug and alcohol testing organization under contract with The City of Salamanca or its authorized agent. Agents of The City of Salamanca or any of its departments shall not perform the breath alcohol test.

Law enforcement officers will not conduct the tests as part of roadside inspections. Under certain circumstances, post-accident tests conducted by law enforcement personnel will be acceptable.

2.6.3 Confidentiality of Test Results. Employee alcohol and drug testing results and records are maintained under strict confidentiality by The City of Salamanca, the drug testing laboratory, the alcohol testing facility, and the medical review officer. The results cannot be released to any other party except a substance abuse professional without the written consent of the employee.

Exceptions to these confidentiality provisions are limited to a decision maker in arbitration, litigation, or administrative proceedings arising from a positive drug test or other violation of these rules.

Statistical records and reports are maintained by The City of Salamanca and the alcohol and drug testing provider. This information is aggregate data and is used only to monitor compliance with the FHWA rules.

2.7 Consequences of the Use of Drugs and the Misuse of Alcohol.

2.7.1 Consequences of Alcohol Misuses. Employees who engage in prohibited alcohol conduct must be immediately removed from safety-sensitive functions. The following circumstances constitute prohibited behaviors:

a) Employee has an alcohol concentration of 0.02 or greater, but less than 0.04, as determined by EBT results, when tested just before, during, or just after performing safety-sensitive functions;

b) Employee has used alcohol within four (4) hours prior to performing safety-sensitive functions;

c) Employee has used alcohol while performing safety-sensitive functions;

d) Employee has used alcohol during the eight (3) hours following an accident or until the employee has undergone a post-accident alcohol test;

e) Employee refused to submit to a required alcohol

test (as determined in Section 2.6); or

f) Employee has an alcohol concentration of 0.04 or greater, as determined by EBT results, when tested just before, during or just after performing safety-sensitive functions.

Employee found to have violated any provision of Section 2.7.1, a-f, shall be immediately removed from safety-sensitive duty for twenty-four (24) hours, and the incident shall be recorded.

No employee who has engaged in any prohibited alcohol conduct as defined in Section 2.7.1, b-f, shall be allowed to perform safety-sensitive functions until the employee has been evaluated by a substance abuse professional. Before an employee returns to duty performing a safety-sensitive function, the employee must undergo a return-to-duty alcohol test, with a result indicating alcohol concentration of less than 0.02.

2.7.2 Consequences of Use of Drugs. An employee who has a verified positive drug test result must be immediately removed from safety-sensitive functions. The employee who has a verified positive drug test result shall not be allowed to perform safety-sensitive functions until the employee has been evaluated by a substance abuse professional. Before an employee returns to duty performing a safety-sensitive function, the employee must undergo a return-to-duty substance test with a verified negative result.

An employee who has an initial verified positive drug test result will be subject to disciplinary action up to, and including, termination of employment.

Failure of an employee to follow counseling and/or rehabilitation program as determined by the substance abuse professional will be subject to the disciplinary provisions of this policy.

Any subsequent verified positive drug test will result in disciplinary action up to, and including, termination of employment.

2.7.3 Refusal to Submit to a Required Alcohol or Drug Test (as defined in Section 2.5). Refusal or failure to submit to a required alcohol or drug test constitutes a failed test resulting in immediate removal from safety-sensitive duty and appropriate disciplinary action, as prescribed in Sections 2.7.1 and 2.7.2. The employee may not return to safety-sensitive duty until he/she has undergone return-to-duty testing with verified negative results. The employee shall be subject to the provisions for follow-up testing as defined in Section 2.4.6.

2.8 Training for Supervisors. The City of Salamanca shall ensure that all supervisors and other persons designated to determine whether reasonable suspicion exists to require an

employee to undergo testing must receive a minimum of sixty (6) minutes of training on alcohol misuse and a minimum of sixty (60) minutes of training on controlled substance use. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

The training shall include an overview of the program requirements, disciplinary procedures, confrontation and documentation procedures, and rehabilitation and treatment options which are available through videos and written material provided by the firm currently under contract with The City of Salamanca or its authorized agent handling the entire Drug and Alcohol Testing Program.

2.9. Training for Safety-Sensitive Employees. The City of Salamanca shall ensure that all employees performing job functions deemed safety-sensitive shall be trained for a minimum of sixty (60) minutes on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, as well as the manifestations and behavioral signs that may indicate prohibited use, as per the training materials (video and written) provided by the testing program firm.

2.10 Supervisory Responsibilities. It is the policy of The City of Salamanca that:

2.10.1 Supervisors are responsible for determining through direct observation whether an employee is capable of performing his or her assigned duties. Determinations shall be based on specific, contemporaneous, articulable, reliable observations concerning the appearance, behavior, speech or body odor of the employee.

2.10.2 Employees who are suspected of being unfit for duty as a result of alcohol or drug use shall be required to undergo reasonable suspicion drug and/or alcohol testing in accordance with FHWA rules and this policy. Supervisors should immediately bring their observations to the attention of their managers in order that arrangements for testing can be implemented as soon as practicable.

2.10.3 Incidents and behavior described in Section 2.10.1 should be witnessed and documented immediately. The supervisor's manager should be consulted and advised of the incident. An employee who is impaired should not be allowed to drive home from the work place. The supervisor should arrange to send the unfit employee home with a member of the employee's family or friend of the employee or in a taxi at the employee's expense. If all other alternatives are exhausted, a supervisor may allow an employee who is unfit for duty to then be driven home in a City vehicle.

2.10.4 The fact that an unfit employee engaged in

prohibited behavior, as defined in Sections 2.3 and 2.7, was not allowed to remain at work or is removed from safety-sensitive duties is not considered a disciplinary suspension. After the employee is removed from the work place, supervisors should discuss the specifics of the situation with the Mayor and Common Council to review appropriate disciplinary action. Each situation will be evaluated on a case by case basis.

2.10.5 When an employee displays dangerous, aggressive, or abusive behavior which constitutes a danger to that employee or others and the employee resists voluntarily leaving the workplace, clearance to suspend under appropriate disciplinary procedures should be sought through appropriate channels. In cases where the employee does not comply with disciplinary suspension or due to the time of day, disciplinary suspension approval could not be obtained and the employee continues to display aggressive and/or abusive behavior which constitutes a danger in the workplace, the supervisor may have to contact local law enforcement authorities to remove the employee from the workplace.

Law enforcement intervention should only be taken if it is believed an immediate danger to persons or property exits and the other measures described above were unsuccessful in controlling the situation.

2.11 Management Responsibilities. It is the policy of The City of Salamanca that:

2.11.1 A drug and alcohol free workplace shall be maintained through the efforts and personal example of management.

2.11.2 Subordinate managers and supervisors who fail to perform their duties and responsibilities as outlined in this policy will be subject to disciplinary action up to, and including, termination of employment.

2.11.3 Manages and supervisors are encouraged to discuss with employees any behavior or job performance factors that may indicate the use of drugs, alcohol, or other violations of this policy and to suggest, when appropriate, that employees seek assistance through the program benefit(s) offered under their own specific choice of the health insurance plans.

2.12.4 Effective January 1, 1995, managers shall direct employees in designated safety-sensitive positions to comply with the provisions for pre-employment, reasonable suspicion, random, post accident, return-to-duty, and follow-up testing in accordance with the FHWA rules.

2.12.5 Supervisors who make reasonable suspicion determinations must receive training on the physical, behavioral, and performance indicators of probable drug use and alcohol

misuse. Supervisors shall be instructed on the principle of the "reasonable prudent individual" in reasonable suspicion decisions.

DRUG – FREE WORKPLACE POLICY

DEFINITIONS

"Supervisor" Will mean the individual that is the department head of the fire department, practically the (Fire Chief)

City of Salamanca
Department of Public Works
241 Rochester Street, Salamanca, New York 14779
(716) 945-4680

Dept. Superintendent
Tony Pascarella, Sr.

Street/Sewer Foreman
Raymond Wilson

Shop Foreman
Tony Pascarella, Jr.

STATEMENT OF RECEIPT OF DRUG AND ALCOHOL TESTING POLICY-CDL HOLDERS

I have read and received the City of Salamanca Drug and Alcohol Testing Policy for holders of Commercial Drivers Licenses, which was adopted by the City of Salamanca on November 20, 1995. I have received such policy on the date indicated below.

_____
Employee's Signature

Dated: _____

_____
Supervisor's Signature

APPENDIX D

SENIORITY, LAYOFF AND RECALL

SENIORITY LIST FOR LAYOFF AND RECALL

The following information is found in the Agreement between City of Salamanca and the Salamanca Professional Fire Fighters Local 2501 and the New York State Civil Service Law

Contract L2501

Article XXI – Seniority, Layoff and Recall

Section 1 – Civil Service Law
Seniority, Layoff and Recall shall be in accordance with Civil Service Law

Civil Service Law

Effect of temporary or provisional appointment on status of appointee

Number 4. Contingent Permanent Appointments

4. Seniority: When a contingent permanent appointment matures into a permanent appointment, the date of permanent service shall be the date of the original contingent permanent appointment.

Following the above section the seniority of the membership is as followed

DeGaine Robert	02-03-75	
Bias Steven	08-16-89	based on fire commission recommendation
Lee Bernard	08-16-89	on August 15 / 1989
Quinn John	01-13-90	
Ferguson Ben	12-16-92	based on fire commission recommendation
Bocharski Nick	01-02-93	on December 22 / 1992
Ellis Anthony	06-29-98	
Owens Dan	05-15-00	based on fire commission recommendation
Porter Bill	05-15-00	on May 9 / 2000 page 4
Sturdevant Tom	05-15-00	
Wells Shawn	10-15-01	

APPENDIX E

CITY OF SALAMANCA FIRE DEPARTMENT SALARY SCHEDULE
EFFECTIVE APRIL 1,2013

Name	ID #	Title	Hire Date	Increment Year	Base Salary	Increment Due	AEMT Raise	2013-3% Raise	New Base Salary	New Hourly Rate
Anthony Ellis	9121	AC	6/24/1998	14	44,231.00		208.00	1,333.17	45,772.00	22.005
William Porter	9153	AC	1/11/2003	10	42,797.00		104.00	1,287.03	44,188.00	21.244
Ed Fredrickson	9093	AC	4/3/2006	7	43,450.00	60.00	208.00	1,311.54	45,030.00	21.649
Tom Sturdevant	9155	FF	2/16/2002	11	37,430.00	200.00		1,128.90	38,759.00	18.634
Dan Owens	9157	FF	2/17/2003	10	37,443.00			1,123.29	38,566.00	18.541
Chris Dowd	9312	FF	2/28/2005	8	33,939.00	60.00		1,019.97	35,019.00	16.836
Dan Kruszynski	9313	FF	2/28/2005	8	35,023.00	60.00	208.00	1,058.73	36,350.00	17.475
Travis Whitehouse	9338	FF	4/3/2006	7	32,022.00	60.00		962.46	33,044.00	15.886
Kyle Gross	9378	FF	5/29/2007	6	31,942.00	60.00		960.06	32,962.00	15.847
Brandon Smith	9431	FF	10/27/2008	4	32,222.00	140.00	104.00	973.98	33,440.00	16.076
William Smith	9430	FF	10/27/2008	4	32,970.00	140.00	208.00	999.54	34,318.00	16.499
Chris Campbell	9451	FF	7/24/2009	3	31,452.00	140.00		947.76	32,540.00	15.644
Jonathan Smith	9533	FF	3/2/2012	1	30,615.00	140.00		922.65	31,678.00	15.229

APPENDIX F

LIGHT DUTY POLICY

Purpose: To establish policies and procedures of light duty

I. PREFACE

The light duty program is designed to keep an individual involved within the department by utilizing the skills of injured, ill or other related conditions of uniformed personnel during rehabilitation. It will also allow the department to keep up with the demands placed upon the modern fire department by continuing to manage the diverse services expected by our citizens. Light duty assignments are available to employees with medical disabilities due to either job related or non-job related injuries or illness. The light duty program may also be utilized for performance related issues or other temporary assignments.

Any employee on light duty shall report to the office of the Fire Chief. Physicians and therapists familiar with the employee's case, as well as having the ability to define performance limitations and who are made aware of the job requirements of firefighters, shall decide the functional capacities of uniformed personnel. The office of Fire Chief will work with the employee and the treating medical personnel, to ensure that all members are properly rehabilitated before returning to full duty.

During all aspects of the process, confidentiality will be maintained and only information necessary for determining the type of work that may be performed will be released. Specific medical information is not to be released without a signed statement from the employee being treated granting such release.

II. POLICY

Permanent light duty assignments or accommodation agreements shall not be made. Any light duty assignment which is requested of his/her position will be

at the discretion of the Fire Chief and will not be for a period greater than eighteen (18) months from the beginning of the light duty assignments.

III. PROCEDURES FOR LIGHT DUTY ASSIGNMENTS

A. Occupational Injury/Illness

1. Any employee being treated for a job related injury shall notify his/her supervisor immediately when they are released to light duty by the treating physician. If supervisor is unavailable, notification shall be made to the office of Fire Chief.
2. Any employee released to light duty shall report the office of Fire Chief on the following business day during regular office hours.
3. Assignments for light duty shall follow the treating physician's guidelines in conjunction with labor agreements, and the New York Compensation Laws.
4. Individuals who are on light duty are permitted to attend medical appointments and therapy sessions on City time.
5. At the conclusion of each medical appointment (including initial treatment and diagnosis) it is the employee's responsibility to see that the treating party completes the Work Capabilities Sheet (WCS). The WCS is to be delivered to the office of Fire Chief by the close of business on the day that treatment is rendered. Extension and/or exemption to this requirement may be granted by the Fire Chief or designee. In addition, it is the responsibility of the employee to forward copies of the WCS to all appropriate parties.
6. It shall be the employee's responsibility to provide weekly medical status updates from the treating physician to the Fire Chief and PERMA if the next appointment is not indicated on the WCS.

B. Non-Job Related Injury/Illness

1. Individuals unable to work due to a non-job related injury/illness shall be required to notify the office of Fire Chief within one (1) business day of diagnosis. The employee shall be required to use a minimum of 72 hours of leave or leave without pay prior to being assigned to light duty.

2. The individual shall submit a written request for light duty to the office of Fire Chief. Included with the letter shall be a completed WCS including a statement from the treating physician addressing the expected duration of disability. Due to medical confidentiality, the cause of the disability for non-occupational injuries does not need to be identified for light duty approval.
3. The Fire Chief/Management has one (1) week after the first 72 hours of leave to make a decision. If a decision to grant light duty status to the employee is made after the first 72 hours, the employee will be reimbursed any leave time used after the initial 72 hours.
4. If the employee is not granted a light duty assignment, leave will be taken in accordance to the CBA between L2501 and the City.
5. A determination for a light duty assignment is based on:
    i. The types of jobs available
    ii. The benefit to the City of Salamanca Fire Department and the citizens of Salamanca.
6. The Fire Department is not under any obligation to provide light duty assignments for individuals who have non-job related medical disability. Decisions may be appealed to the office of the Mayor.
7. It shall be the individual's responsibility to provide weekly updates from the treating physician to the office of Fire Chief. The Fire Chief has the responsibility of keeping the Battalion Chief informed as to the status of any assigned members of their platoon.

IV. PROCEDURES FOR PERSONNEL ASSIGNED TO LIGHT DUTY

A. Personnel assigned to light duty shall report to the office of Fire Chief by 0800hrs on assigned days. Individuals who have medical appointments prior to 0900hrs are exempt from reporting until the completion of their appointment.

B. Personnel assigned to light duty shall wear City of Salamanca Fire Department uniform.

C. Individuals are required to provide a WCS following each physicians visit.

D. Attendance at certification training required for an individual's position will be permitted when a person is in a light duty position provided that the training does not conflict with the physical limitations indicated on the WCS.

E. Some light duty assignments may require the employee to work a flexible work schedule to accomplish the objectives of the position. Any overtime must have the approval from the Fire Chief.

F. Personnel assigned to light duty will not receive shift differential or other additional compensation above their hourly wage. They will continue to earn leave as stated in the negotiated agreement.

G. Leave shall be granted as it is if on the line. Requests for leave will be submitted at least one day prior to the day(s) requested. Any leave that has been granted prior to the light duty assignment shall be reported to the Fire Chief when the employee first reports for light duty.

H. Personnel released from light duty to full and unrestricted duty shall notify the Fire Chief within one (1) business day.

V. PROCEDURES FOR REQUESTING LIGHT DUTY PERSONNEL

A. Light duty assignments shall be based on the limitations/qualifications of the individual.

B. Supervisors requesting light duty assistance must understand all procedures and requirements for personnel assigned to light duty.

C. The granting of such requests shall be based on the availability of personnel assigned to light duty, priority of the project and time of receipt of the project.

VI. LIMITATIONS ON LIGHT DUTY ASSIGNMENTS

A. Any light duty assignment that is required due to an employee's inability to perform the full field duties required for their position shall be limited to a maximum of eighteen (18) months on light duty. This limitation is for one compensable injury/illness, non-job related injury or other performance based issue. Employees, who have exhausted the maximum time permitted or have been assigned to light duty for a period in excess of twelve (12) months with a prognosis indicating the employee will not be able to return to work without in the eighteen (18) month time frame, will be offered the following options:

1. Referral to the appropriate agency for a determination for service (accidental or performance) connected disability.
2. Referral to the appropriate agency for a determination for a non-service connected disability.

3. Referral to city human resources for assistance in securing appointment to another position in city government.
4. Resignation
5. Retirement (if eligible)
6. Involuntary separation

B. An evaluation criterion is in place to ensure that this policy is administered in an objective, consistent and nondiscriminatory manner. The determination of an employee's fitness and/or ability to perform essential firefighter job functions must be based on objective job related criteria. The primary criteria to be used for a fitness for duty determination shall include one or more of the following:

1. Results of a medical and/or psychological examination performed by a physician licensed to practice in the state of New York and approved by the city with determination of fitness for duty based upon the established "Medical Guidelines for Firefighters", the firefighter's job description and a list of essential job tasks.
2. An official report, training record, administrative investigation, performance evaluation or request for accommodation.

VII. DISPUTE RESOLUTION

A. In the event of any dispute arising under the terms of this policy, the employee or the City may appeal same by service of a Demand for Arbitration, pursuant to Public Employment Relation Board's (PERB) Rules of Procedure. In the event that the city denies an application for Section 207-A benefits, seeks to discontinue Section 207-A benefits or there is a dispute about the capability of the employee to perform a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the PERB. The determination of the arbitrator shall be final and binding on the city and employee, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information.

Examples of Light Duty Assignments

1. Pre-plans and pre-fire planning efforts
2. The performance of fire inspections and code enforcement assignments within training level
3. Deliver life safety/public education programs. i.e.: fire prevention
4. Training. Under the direction of the Training Officer, employee may assist in the development and delivery of training to incumbent employees or employees in training.
5. Conduct tours
6. Report writing
7. Assist in apparatus maintenance and perform support functions such as parts pick-up, delivery, etc.
8. Fire department liaison to community groups, meetings.
9. Participate in inventory and loss control efforts
10. Statistical research for grant programs
11. Mentoring and coaching new employees
12. Recruitment Officer
13. Other tasks that are identified and are consistent with the physical limitations of the employee