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Contract Database Metadata Elements

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Employer Name: **Saratoga Springs, City of**

Union: **City of Saratoga Springs Firefighters Union, International Association of Fire Fighters (IAFF), AFL-CIO**

Local: **343**

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Saratoga Springs, City Of And
Saratoga Springs Firefighters Union

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LABOR RELATIONS CONTRACT

between the

CITY OF SARATOGA SPRINGS

and the

CITY OF SARATOGA SPRINGS FIREFIGHTERS UNION

LOCAL 343, I.A.F.F., AFL-CIO

for the period

JANUARY 1, 2002 TO DECEMBER 31, 2003

**NY'S PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

AUG 15 2002

CONCILIATION

ARTICLE I

PURPOSE AND INTENT

This Agreement shall become effective as of January 1, 2002. This Agreement shall terminate on December 31, 2003. If the parties hereto have failed to agree upon a new contract on or before December 31, 2003, all the terms and conditions set forth in this agreement and any supplements or modifications thereof shall continue in full force and effect until the date of execution of a new agreement.

ARTICLE II

DEFINITIONS

- (a) "Union" means the City of Saratoga Springs Firefighters Union, Local 343, IAFF, AFL-CIO.
- (b) "Member" or "Employee" means a person permanently employed in the Fire Department of the City of Saratoga Springs as a Firefighter, excluding the Chief and Assistant Chief.
- (c) "Service" or "Length of Service" shall include service with the Fire Department of the City of Saratoga Springs.
- (d) "Calendar Day" or "Calendar Work Day" shall be synonymous terms meaning a day on which an employee does, or is scheduled to perform services.
- (e) "Department" means the Saratoga Springs Fire Department.
- (f) "Employer" means the Saratoga Springs Fire Department, the Department of Public Safety or the City of Saratoga Springs.
- (g) "Commissioner" means the Commissioner of Public Safety.
- (h) "Chief" means the Fire Chief of the City of Saratoga Springs.
- (i) "Commanding Officer" means officer in charge of the Platoon or Detail.

(j) "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering working conditions applicable to the members of the Department and shall include all the provisions of the Agreement as well as those provisions contained in the "Rules & Regulations" of the Fire Department (Red Book).

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

(l) "Executive Board" means members appointed to the Board of the Union and the elected officers of the Union as defined in the Union's By-Laws.

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

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

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

ARTICLE III

RECOGNITION OF THE UNION

(a) Pursuant to and in accordance with all applicable provisions of the Public Employees Fair Employment Act of 1967 (Section 200, et seq. of the Civil Service Law) and other applicable laws, the Employer hereby recognizes the Union, Local 343, IAFF, as the sole

stations, etc.; to determine the work to be performed, the amount of workers necessary to perform such work, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of the equipment and materials, and to purchase services of others, by contract or otherwise, except as they may be otherwise specifically limited in this agreement or controlling statutes and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

(b) To the extent not otherwise guaranteed by State and Federal law, the City shall provide equality of opportunity, consideration and treatment of all members of the Department and shall establish policies and regulations that will insure equality of opportunity, consideration, and treatment of all members employed by the Department in all phases of the employment process.

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

ARTICLE V

RIGHTS OF EMPLOYEES

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

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

(c) The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the Department. These questions

often require immediate investigation by superior officers designated by the Fire Chief or the Commissioner of Public Safety. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

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

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

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

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

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

6. The member of the Department shall not, during any interrogation, be subjected to any offensive language.

7. In the interest of maintaining the usually high morale of the Department, the Department of Public Safety shall afford an opportunity for a member of the said Department, if

he so requests, to consult with his Union Representative before being questioned concerning an alleged violation of law or of the departmental rules and regulations. If the interrogation relates to a matter upon which charges have been preferred or upon a matter upon which the member has been notified that charges have been or will be preferred, then the employee shall also be allowed to consult with his attorney if he so requests before being questioned. A representative of the Union and an attorney may be present during the interrogation if the employee so requests on condition that the interrogation relates to a matter upon which charges have been preferred or upon which a member has been notified that charges have been preferred or will be preferred.

ARTICLE VI

GRIEVANCE PROCEDURE

- (a) Every employee of the Department shall have the right to present grievances in accordance with the procedure provided herein.
- (b) The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- (c) Immediate Officers-in-Charge shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as is required.
- (d) An employee who believes he has been aggrieved under this agreement shall discuss his complaint with his Officer-in-Charge, with or without the presence of a Union Representative, within one week of its occurrence or employee knowledge thereof. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his representative before any discussion takes place with the Officer-in-Charge.

Step 1: If not satisfactorily settled within five days of the employee's submission of his oral grievance to the Officer-in-Charge, the employee or the Union may present a

written grievance to the Fire Chief. Such presentation shall be made within two weeks from the date of the answer of the Officer-in-Charge, or, if no answer is received from the employee's initial submission. The Chief and/or his designated representatives shall meet with the employee who filed said grievance within one week of the submission of said grievance to the Chief and the Grievance Committee or Union Representative shall be allowed to participate in such meeting at the employee's request. The Chief shall render his decision on said grievance in writing within one week of the meeting.

Step 2: In the event the grievance is not settled satisfactorily within the Department as set forth above, the employee or the Union may present the grievance to the Commissioner of Public Safety within one week following the answer of the Chief as set forth in Step 1 or two weeks of the date of submission to the Chief, whichever is earlier. Such presentation shall be accompanied by supporting statements and documentation if necessary. The Commissioner of Public Safety shall commence an investigation and/or schedule a hearing on the grievance within one week of the presentation of said grievance to the Commissioner and he shall notify the employee and the Union of his decision within one week following the completion of his investigation and/or hearing.

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

(f) Notwithstanding any provisions herein, individual employees may present their own grievances to the employer and have them adjusted without the intervention of the Union

officers. Provided, however, that no adjustment shall be final until the employee has given the Union officers notice and an opportunity to present its position with regard thereto. In no event shall any such adjustment be contrary to or inconsistent with the terms of any Agreement between the employer or the Union.

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

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

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

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

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

ARTICLE VII

WAGES AND OTHER ECONOMIC PROVISIONS

(a) Wages: The wage or salary scales for members of the Department including in-grade increases and longevity allowance for the calendar years 2002 and 2003 shall be as set forth in Appendix A attached hereto and made a part hereof. Newly appointed employees shall be paid annual increments as of the anniversary date of their appointment.

(b) Compensation for Out-of-Grade Work: A member of the Department who is temporarily assigned to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank for every day so employed, commencing with the first day of such employment.

(c) Overtime and Call-Back: Any Firefighter working in excess of 24 hours on any one tour of duty shall be paid for all such additional time worked at one-and-one half (1-1/2) times his regular hourly rate. Any employee who regularly works an 8 hour day and is required to be on duty beyond the 8 hour period shall be similarly compensated. The employee may elect to take compensatory time in lieu of cash payment if such time can be scheduled so as not to affect the efficiency of the operation of the Fire Department, or require increased expenditures of funds by the City and the employee will be allowed one and one-half (1-1/2) hours for each hour of overtime worked. All compensatory time may be accumulated and utilized in accordance with the rules set forth by Fair Labor Standards Act.

Firefighters who are called back to work and who report for such work when off duty shall be given at least two (2) hours pay at his regular overtime rate for each such call-back. Firefighters called back for work under this section shall be considered to be on duty the entire 2 hour pay period, even if released from the firehouse, and they shall not be paid for additional call-back time if again recalled and released during the initial 2 hour period. Provided that on an

additional call-back in which the Firefighter works over the 2 hour initial call-back period, the Firefighter shall be paid an additional 2 hours call-back time and he shall be considered to be on duty for another 2 hour period even if released from the firehouse. Call-back to duty shall mean not only a recall to active duty within the Department, but a requirement of the Firefighter to appear to give testimony before a Grand Jury, any recognized court, or any recognized departmental or agency hearing which may compel his attendance either by subpoena or by direction of his superior officer in any matter in which he may be involved because of his official status as an employee of Saratoga Springs.

(d) Clothing Allowance: Effective January 1, 2000, every Firefighter shall be given a maximum allowance for clothing in the sum of six hundred dollars (\$600.00) per annum. Such allowances shall be paid by the first of February each year. Allowances will be paid by separate check as a clothing reimbursement. A newly appointed member of the Fire Department shall be provided with a locker and a new mattress, and shall be fully equipped with all necessary uniforms and other equipment of the proper fit and style at the expense of the City. Said clothing allowance shall be pro-rated based upon the number of months, or major fractions thereof, that a new person was in service in his first calendar year on staff. The City will replace, at its expense, all clothing and equipment damaged, lost or destroyed in the course of duty, excluding normal wear and tear.

In addition to the foregoing, the City will supply each Firefighter on staff with a Nomex Turnout coat (or equivalent) on an "as needed" basis, and will also provide dress uniforms for each Firefighter presently on staff, without cost to him, if he is required to wear such uniform by his superior officers, and does not presently have a proper one available.

(e) Retirement Pension Program:

1. The Employer shall continue to provide all members the option to enroll in non-contributory retirement plans in accordance with Section 384-D of the New York State Policemen's and Firemen's Retirement System, Section 375-i of the Retirement and Social Security Law, and/or select any other benefits or plan in effect at the execution of this agreement, subject to availability, as prescribed by the Retirement System.

2. The following "fringe" benefits shall further be subscribed to:

(a) Additional retirement benefits provided for in Section 341-K of the Retirement and Social Security Law, (military service credit and World War II credit) in accordance with terms set forth in said statute.

(b) Whenever the State so permits, a reopening of the privilege of having service credited for a past period of military leave without pay.

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

(f) Holidays: All permanent members of the Fire Department shall receive 8 hours pay at the regular rate for work and shall be entitled to 11 holidays whether or not they are scheduled to work; the 11 holidays that will apply to all permanent members of the Fire Department are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Easter

- 6. Memorial Day
- 7. Independence Day
- 8. Labor Day
- 9. Veteran's Day
- 10. Thanksgiving Day
- 11. Christmas Day

Should a Firefighter be scheduled to work and actually does work on any of the named holidays, he shall receive in addition to the 8 hours holiday pay, an additional 8 hours at regular pay. That is to say, that all permanent Civil Service appointed members of the Fire Department shall be paid for each holiday named herein whether or not the day in question is worked and any member who is scheduled to work and does work on such a named holiday will get an additional 8 hours pay.

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

Associates Degree:.....	\$300.00
Bachelors Degree:.....	\$600.00

ARTICLE VIII

HOURS OF EMPLOYMENT, VACATION, SICK LEAVE, LEAVE OF ABSENCE, ETC.

1. Work Week and Kelly Days:

(a) The basic work week for all members of the Department shall be forty (40) hours. In view of the requirement that the City be protected twenty-four (24) hours per day, seven (7) days per week, the Department shall schedule assignments and tours of

duty to provide maximum coverage with a minimum of inconvenience to personnel. A schedule of duty tours is attached to this agreement and made a part thereof.

(b) Since the schedule of tours of duty requires working approximately forty-eight (48) hours per week, it is necessary that extra days leave be allowed throughout the year (Kelly Days) to reduce the average to forty (40) hours per week as required by Section 1015, Unconsolidated Law, State of New York. Such "Kelly Days" must be taken within three (3) months from the date scheduled and if not so taken, will be converted to cash and paid for by separate check at the Employee's regular hourly rate.

2. Sick Leave: Effective January 1, 2002, all members shall be allowed eighteen (18) days per year for absence due to illness or disability. Of that eighteen (18) days, two (2) days may be used as personal leave. This will be provided in addition to the personal leave already provided in the contract. Such sick leave may be accumulated without limit, provided that no more than one hundred fifty (150) days may be taken in any one calendar year including the final year. When a member retires from service, he shall have the option to be paid the cash value of all accumulated sick leave standing to his credit to either a maximum of one hundred twenty (120) days at his current salary rate, or a maximum of one-half of his total accumulated sick leave at his current salary rate.

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

Upon request by the employer, an employee who has been absent two or more consecutive calendar work days, shall supply to the employer a statement from either the employee or a doctor verifying his sickness and his inability to perform his job as a Firefighter as a result of that sickness.

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

3. Vacation:

(a) All permanent members of the Fire Department shall be entitled to a vacation.

Any recognized holiday as set forth in the agreement falling within such vacation period shall be added to the vacation period as long as the efficiency of the Department is not affected and this procedure does not cause a manpower shortage on any particular shift and/or platoon. If such holiday cannot be added to the employee's vacation schedule for the foregoing reason, he shall be allowed the time on some other day during the year.

(b) Effective January 1, 1990, the vacation entitlement will be calculated using the final posting date of January 10th of each year. Vacation entitlements are as follows:

- Less than one year service.....(1) vacation day
- Over (1) year service, but less than (2).....(3) vacation days
- Over (2) years service, but less than (3).....(4) vacation days
- Over (3) years service, but less than (4).....(5) vacation days
- Over (4) years service.....(6) vacation days

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

(d) Employees with more than ten (10) years service shall be allowed one (1) additional vacation day.

(The foregoing vacation schedule shall continue to be applied in the manner as in the previous years.)

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

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

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

4. Personal Leave: Each member of the Department shall be granted a maximum of six (6) eight (8) hour days with pay each year for personal leave on request to the Department in addition to the personal leave option provided in Article VIII, Section 2. Such leave may be taken only in multiples of (two) 2 hours each.

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

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

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

6. Leaves of Absence for Union Representatives: Union officers, representatives, and delegates, but not more than 5 employees at one time, shall be granted leaves of absence without loss of pay to participate in negotiations with the employer, adjustment of grievances, arbitration hearings, and other functions relative to the operation of this agreement. They will also be given leave with pay to attend Union and executive board meetings. Five employees but not more than two from any one platoon will be permitted to participate in and attend conferences and conventions of affiliated unions, associations and organizations without loss of pay.

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

ARTICLE IX

INSURANCE AND RELATED BENEFITS

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

2. (a) Health Insurance:

The Blue Shield Par Plus Plan shall be replaced in its entirety by the Health Now Flex Plan effective January 1, 1998. Effective April 1, 2002, the City shall also provide MVP \$10 co-pay and CDPHP \$10 co-pay to members. These plans and all current HMO's will be offered by the City at no cost to the employee. Retirees permanently residing outside the State of New York shall be entitled to enroll in Blue Shield Flex in accordance with plan specifications or in a plan of their own choosing that is available in their area with the City paying premiums up to the amount of the highest current HMO premium for their tier. In addition, the other HMO's in effect on the date of the execution of this Agreement, including Blue Choice, MVP, and CDPHP, shall be continued. The City shall provide the plans to the employees of this bargaining unit, their dependants, and retired members of the bargaining unit and their dependants at the City's own expense. The City will provide such medical coverage for the widow or widower of the employee or retiree until the widow or widower's death or remarriage, whichever occurs sooner. The minor children shall be covered until completion of school. The City may offer different HMO's than those currently in existence subject to the approval of Local 343, which approval shall not be reasonably withheld if the plan is substantially equivalent. The City shall notify Local 343 of a potential health plan alteration a minimum of 90 days before any change in health plan is made. If a genuine dispute arises regarding whether the potential health plan is "substantially similar" then an expedited arbitration proceeding shall be conducted. An arbitrator shall be selected pursuant to the procedures established by PERB. The arbitrator shall hear

arguments and render a decision no more than thirty (30) days after the process (i.e., the decision to go to arbitration on the issue) has been initiated.

(b) Vision Plan: Effective January 1, 2002, the City shall annually provide a Vision Plan of Local 343's choosing, not to exceed the cost of Ten Thousand Dollars (\$10,000.00). Effective January 1, 2003, the City shall annually provide a Vision Plan of Local 343's choosing, not to exceed the cost of Twelve Thousand Dollars (\$12,000.00). If the number of members in the bargaining unit increases beyond the current level of forty-nine (49), the \$10,000.00/\$12,000.00 cost limitation shall be increased in the amount of one hundred forty-five and 45/100 dollars (\$145.45) per new member increase.

(c) Opt-Out and Procedure: An employee may elect not to participate in a plan of medical and health insurance benefits provided under this Agreement and such employee shall be eligible to receive a payment of One Thousand Seven Hundred Thirty Dollars (\$1,730.00) for family coverage per calendar year or One Thousand Three Hundred Dollars (\$1,300.00) for two person coverage per calendar year. No employee shall be eligible to receive such payment unless the employee shall have presented proof to the Insurance Administrator that such employee and such employee's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that such employee elected not to be covered by the plan of medical and health insurance benefits provided by the Employer. Payments shall be made one month after the end of the calendar year during which the employee elected not to be covered by the plan of medical and health insurance benefits provided by the Employer and the presentation of the required proof of coverage. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made in the month of December of each year in writing to the Insurance Administrator pursuant to the regulations of the plan in effect together with evidence of coverage of such employee and

such employee's eligible dependents under a comparable plan of medical and health insurance benefits. Such employee must promptly notify the Employer of a termination of alternative medical and health insurance benefit coverage. In the event that an employee re-enrolls in a health insurance program, the employee shall be permitted a prorated portion of the One Thousand Seven Hundred Thirty Dollars (\$1,730.00) (for family coverage) or One Thousand Three Hundred Dollars (\$1,300.00) (for two person coverage) payment, but shall not be permitted to again opt out of the insurance program during the calendar year.

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

ARTICLE X

SENIORITY

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

2. An employee shall forfeit his seniority rights only for the following reasons:

1. He resigns;
2. He is dismissed and is not reinstated;
3. He retires;
4. Death;
5. Abandons his position pursuant to Civil Service Rules and Regulations;

6. And/or fails to return to duty at the expiration of an authorized Leave of Absence without giving a reasonable excuse in advance of the expiration date to the Department of Public Safety.

3. In the event it becomes necessary to reduce the firefighting force, departmental seniority shall govern layoffs and recalls. The employee lowest on the seniority list shall be the first laid-off and the last to be recalled.

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

ARTICLE XI

PROFESSIONAL TRAINING AND IMPROVEMENT COURSES

The City and the Union are in agreement that it is to the best interest of the administration of the Department that as many employees as possible participate in professional, education, and training courses whenever the same are available. In order to facilitate the availability of such courses to the personnel of the Department, the following are hereby adopted:

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

2. Compulsory Courses: The City shall arrange all compulsory courses and training programs in such a manner so that any Firefighter required to complete such course or participate

in such training program shall be able to do so during his regularly scheduled tour of duty, if possible, or shall be compensated accordingly.

3. Optional Courses: Any Firefighter attending an optional course related to the furtherance of his proficiency as a Firefighter, with Department approval, shall upon successful completion thereof, and upon presentation of evidence of such completion, be reimbursed by the City for the cost of tuition, books, supplies and fees.

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

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

ARTICLE XII

TRANSFERS

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

A. The Department may transfer any employee to a position less desirable than the one he formerly occupied in an emergency situation. However, such emergency shall not continue for more than one week unless the employee voluntarily agrees to continue to perform

the duties for a longer period of time. If it is necessary to fill the position for an extended period of time, the Firefighter with the least seniority qualified to perform the work, shall be selected.

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

C. Posting shall not be necessary for the filling of temporary vacancies of less than 30 days duration.

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

ARTICLE XIII

RETIREMENT INCENTIVE

Retirement Incentive: An employee who retires between his twentieth and twenty-first year of service shall be paid a special longevity increment of Fifteen Hundred Dollars (\$1,500.00), provided he notifies the City of his retirement at least eight (8) months in advance of the actual retirement date. An employee who is currently enrolled in the Retirement and Social Security Law Section 375(i) (the twenty-five (25) year) retirement plan shall be entitled to the special longevity increment of Fifteen Hundred Dollars (\$1,500.00) if he retires between his twenty-fifth and twenty-sixth year of service, provided he notifies the City of his retirement at least eight (8) months in advance of the actual retirement date. A current employee who retires in 1998 or 1999 will receive a special (inclusive of the \$1,500.00 referred to above) longevity

increment in the amount of \$4,000.00 if he retires on or before December 31, 1999, provided he notifies the City of his retirement at least six (6) months in advance of the actual retirement date.

ARTICLE XIV

HEALTH AND PHYSICAL FITNESS STANDARDS

1. Policy In recognition that physical fitness is particularly important in the everyday performance of firefighter duties and responsibilities and to reduce health insurance costs and risks, it is mutually agreed by and between the Employer and Local 343 that an acceptable level of physical fitness shall be maintained by each member of the bargaining unit as long as he/she is engaged in active employment. To maintain an acceptable level of physical fitness, a three component health standards program shall be initiated as defined below. The program shall consist of two sections: (1) weight control and (2) physical fitness requirements. Compliance with the requirements of the program shall be mandatory for all employees hired on or after January 1, 1994. Compliance with the program shall be voluntary for all employees hired prior to January 1, 1994.

2. Procedure

A. Weight Control

- a. The Weight Chart is set forth in Appendix B.
- b. Appendix B specifies the acceptable weight range, by height.
- c. The maximum acceptable weight shall represent the maximum permissible weight for a member of the bargaining unit.
- d. Employees shall be weighed on or about January 1, 1995, and approximately every ninety days thereafter. Scheduling for weigh-ins shall occur during normal work hours, as far as practical, and employees shall receive paid leave at straight time for time spent in attendance at the weigh-ins.

e. The weight scale to be utilized for measuring weights in accordance with this section shall be determined by the Department. The Chief or his designee shall conduct the weigh ins.

f. Employees that are to be weighed shall be allowed to wear customary underwear, trousers and shirt. The column designated "Maximum Acceptable Weight" in Appendix B reflects standards developed by the American Medical Association and includes an additional four pounds to compensate for the clothing specified herein.

g. Height is to be measured without shoes or headgear.

h. The Chief shall take disciplinary measures as a result of the weigh-ins to be performed during the course of the year.

i. Employees shall be required to weigh less than the maximum permissible weight, in accordance with their height, at the time of each weigh-in conducted on or about January 1 of each year. Failure to do so shall be cause for disciplinary action. Before disciplinary action may be taken, an employee will have an opportunity to lose the amount of weight that is over his/her maximum. Under this provision, an employee who is overweight at the January 1 weigh-in, must lose his/her excess weight by June 1 of that year in order to avoid disciplinary measures. However, if at that time, an employee still weighs in excess of his/her maximum allowable weight, then disciplinary action may be taken consisting of either a written reprimand or a suspension without pay of up to one twenty-four hour day per disciplinary action and not to exceed two twenty-four hour days per year in total. Imposition of discipline in accordance with this Section shall be subject to the Grievance Procedure specified in Article VI of this Agreement.

j. Notwithstanding the foregoing, if an employee exceeds the maximum weight limit as put forth in Appendix B, then a body fat measurement shall be taken from that

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

k. An employee who seeks professional help in attempting to decrease his/her weight immediately following the January 1 weigh in, and who shows marked improvement by the June 1 weight-in, will not be disciplined despite his/her excess weight. As long as an employee continues with such help and continues to show improvement at subsequent weigh-ins, he/she will not be subject to discipline. However, if an employee deviates from a steady decrease in weight and/or obtaining such help, then the employee shall be subject to discipline consisting of either a written reprimand or a suspension without pay of up to one twenty-four hour day per disciplinary action and not to exceed two twenty-four hour days per year in total.

l. The City recognizes that an individual may have a medical problem which prevents meeting the aforementioned requirements. If this is the case, then an employee who does not meet the aforementioned requirements will not be subject to discipline.

B. Physical Fitness Requirements

a. The Physical Fitness Program for members of the bargaining unit is set forth in Appendix C, attached hereto and made a part hereof.

b. The Department may establish incentive benefits to encourage employees to attain or exceed these standards. However, an employee who fails any portion of the physical fitness test will be rescheduled to take that portion of the test within the next

ninety days. If the second test is failed, disciplinary action may be taken. Said disciplinary action may consist of either a written reprimand or a suspension without pay of up to one twenty-four hour day per disciplinary action and not to exceed two twenty-four hour days per year in total. Imposition of discipline in accordance with this Section shall be subject to the Grievance Procedure specified in Article VI of this Agreement.

c. If an employee provides a doctor's excuse for not taking the test (for reasons other than injury on duty), another test will be rescheduled within ninety days. If a second excuse is submitted, the Department reserves the right to appoint a doctor to determine whether a fitness test should be required. If the employee is ill on the day of the test, a doctor's excuse must be submitted and the test will be rescheduled within ninety days.

d. Scheduling for physical fitness tests shall occur during normal work hours, as far as practical, and the employee shall receive paid leave at a straight time for time spent performing the fitness test.

e. An employee who seeks professional help in attempting to improve his/her physical fitness (including but not limited to seeing a physician or physical trainer and being placed on a nutrition/physical fitness program) immediately following a failed physical fitness test and who shows marked improvement by the 90-day rescheduled test will not be disciplined despite his/her failure to meet health standard requirements. As long as an employee continues participation in such a program and continues to show marked improvement at subsequent physical fitness evaluations, he/she will not be disciplined. However, if an employee deviates from such participation and/or fails to show marked improvement at physical fitness tests, then the employee shall be subject to discipline consisting of either a written reprimand or a suspension without pay of up to

one twenty-four hour day per disciplinary action and not to exceed two twenty-four hour days per year in total.

f. The City recognizes that an individual may have a medical problem which prevents meeting the aforementioned requirements. If this is the case, then an employee who does not meet the aforementioned requirements will not be subject to discipline.

g. Smokers: The City recognizes that employees who smoke may have difficulty meeting the foregoing physical fitness requirements. An employee who smokes and fails the physical fitness program is recommended to immediately seek professional help to stop smoking in order to improve his/her physical fitness and to pass the test. The employee's attempt at stopping smoking and improvement in that regard shall be considered when determining the appropriateness of discipline at subsequent physical fitness tests. However, if an employee continues to smoke over an extended period, then his/her status as a smoker will not be considered a mitigating factor in determining the appropriateness of discipline when he/she fails to meet the appropriate physical fitness requirements.

h. Anyone hired subsequent to January 1, 1994, shall not be permitted to smoke while on duty.

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

The City will make an initial purchase (in 1994) of physical fitness equipment in an amount not to exceed two thousand five hundred dollars (\$2,500.00). Beginning in 1995, the City will supplement this investment for maintenance, upkeep and improvement of said equipment in an amount not to exceed one thousand dollars (\$1,000.00) annually.

Local 343 acknowledges that each individual Local member is responsible for complying with these physical fitness requirements. Any action taken by a Local member necessary to be in compliance with these requirements shall be done on the employee's own personal time.

ARTICLE XV

MISCELLANEOUS PROVISIONS

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

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

3. The City will provide each employee a copy of handbook containing the Rules and Regulations of the Department and a copy of this agreement. Provisions in the Rules and Regulations inconsistent with this agreement shall be amended accordingly.

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

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

Nothing herein contained shall require an employee to endanger his life because of faulty equipment.

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

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

8. On or before August 1 of the year of the expiration date of this agreement, the Union shall notify by certified mail to the Commissioner of Public Safety its intent to reopen or renegotiate the agreement. Said notification should provide the list of dates on which the Union will be available for meetings between September 1 and September 15. Immediately following, the parties shall set meeting dates and shall be obligated to exchange written proposals at the first meeting and thereafter will continue to negotiate until agreement is reached or an impasse declared. The parties agree to utilize the facilities of the Public Employment Relations Board

whenever necessary to assist them in arriving at a mutually satisfactory agreement; however, if the parties do not agree upon the terms of a new contract before the end of the period set forth in Section 209-1 of the Civil Service Law, all unresolved issues shall be submitted for final determination as provided for in Section 209-4 of said statute.

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

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

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

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

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

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

13. Employee Assistance Program: The City of Saratoga Springs agrees that there may come a time when Association members need professional assistance for the treatment of alcohol-substance abuse and the psychological problems brought on by stress, marital problems, etc. Therefore, the City agrees to review the possibility of implementing an Employee Assistance Program which would be highly confidential, dignified and professional. The City will solicit help and suggestions from the Association to help determine the feasibility of such action.

ARTICLE XVI

DISCIPLINARY ACTION

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

B. In the event the Union concludes that an employee has been unjustly punished or dismissed by the Commissioner of Public Safety, it may appeal such judgment or decision as provided in this agreement, with the consent of the employee. Provided, that if the employee does not consent, the disciplinary action taken against him shall not be considered a precedent in

similar cases in the future. Furthermore, the employee may utilize the procedures provided in the Rules and Regulations of the Saratoga Springs Fire Department (Red Book), the Saratoga Springs Municipal Civil Service Commission Rules and Regulations and Article V of the Civil Service Law.

ARTICLE XVII

GENERAL MUNICIPAL LAW §207-a PROCEDURE

1. A firefighter claiming injury in the performance of duty shall be granted GML §207-a status provisionally upon notification to the Department. The firefighter will file a written accident/injury report within 96 hours of the occurrence giving rise to the injury. If the firefighter is unable to make such notification, another person acting on his behalf may do so. Failure to file a written report within 96 hours of the occurrence may, in the discretion of the employer, result in the loss of the provisional 207-a status until such report is filed.

2. A firefighter claiming sickness as a result of the performance of duty shall be granted 207-a status provisionally upon notification to the Department, provided the firefighter has filed with the Department an accident/injury report no later than thirty days within the time when the firefighter knew, or should have known, that such sickness was as a result of the performance of duties. If a firefighter is unable to make such notification, another person acting on his behalf may do so.

3. A firefighter placed on GML §207-a status for an initial injury or sickness may be sent by the City to a physician(s) of its choice, including occupational injury and disease specialist(s) and/or specialist(s) in the practice area of the injury or sickness. The firefighter shall sign a medical confidentiality waiver limited to the injury or illness at issue.

Should the City elect to refer the firefighter to more than five physicians, the Union may elect to invoke an expedited limited hearing pursuant to paragraph (4) below, wherein the sole

issue will be whether such additional referral(s) is being sought in good faith. Refusal to comply with a written order to be examined by a City physician shall result in an expedited limited hearing pursuant to the provisions of paragraph (4) herein, wherein the sole issue will be whether the refusal was in good faith. If the expedited hearing results in an order by the Hearing Officer to be examined and the firefighter continues to refuse to comply, the firefighter's benefits pursuant to GML §207-a may be suspended until compliance.

4. The City shall inform the firefighter of its determination in writing, within thirty (30) days of notification. If the City contests entitlement to GML §207-a status, the matter shall be referred to a Hearing Officer mutually agreed upon by the parties. If the parties are unable to agree upon a Hearing Officer, either party may request a list of arbitrators from the New York State Public Employment Relations Board (PERB), and the PERB procedure for arbitrator designation shall apply. It is understood that the arbitrator selected from the PERB list shall function as a Hearing Officer. The Hearing Officer shall consider both the facts attendant the dispute and the provisions of GML §207-a.

The determination shall be subject to review pursuant to CPLR Article 78. Costs of the Hearing Officer and stenographic record shall be divided equally between the parties.

5. In the event of a recurrence of a duty-connected injury or sickness, the firefighter shall notify the Department of the recurrence and shall provide the approximate date and nature of the prior injury or illness. Upon notification, GML §207-a status shall be granted. The City may cause the firefighter to be examined by its physician(s) on the first or subsequent days §207-a status is utilized. If unable to attend the examination due to physical incapacity, the firefighter shall make himself available at his residence for an examination by the City physician(s) (house call). If the firefighter refuses to make himself available to the City physician (house call), the City may charge that day's absence to sick leave.

If the City contests that the recurrence is related to a previous GML §207-a injury or illness, the matter shall be referred to the hearing procedures set forth in Section 4 herein, provided, however, that the recurrence will be referred to the original hearing officer, if possible, and the hearing shall be limited in scope to whether there has been a recurrence of the pre-existing injury or illness.

6. Once GML §207-a status is established, the City may cause the firefighter to be examined as necessary, to determine the continuing nature of the injury or sickness. The firefighter may submit medical reports of his treating physician(s) in this regard. If the City contests the continuation of the GML §207-a status, it shall notify the firefighter in writing and the hearing procedure, pursuant to paragraph (5) above, shall be utilized. The hearing shall be limited in scope to the issue of whether there is a continuing injury or illness which prevents the firefighter from returning to full duty.

7. A firefighter on continuous leave pursuant to GML §207-a for longer than twelve months shall not thereafter, for the duration of the disability, accrue or receive vacation credits, call back pay or uniform allowance beyond that paid in the calendar year in which the disability arose. The return of a firefighter to active duty, who suffers a relapse within thirty calendar days, shall be considered an interruption in the continuous absence.

ARTICLE XVIII

Emergency Medical Services (EMS)

Section 1 - Statement of Commitment

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

Job Descriptions, Definitions and Qualifications:

EMS Coordinator: (See Appendix D attached hereto.)

Quality Improvement Person: (See Appendix E attached hereto.)

Department Lab Instructors: 1 per shift, (see Appendix F attached hereto.)

Section 2 - Enrollment in EMS Courses - If a limited number of members are allowed to enroll in an EMT or AEMT course, the EMS Coordinator shall post the course schedule and request a sign up of all interested members wishing to take the course. The EMS Coordinator will then advise the eligible members who meet the minimum requirements of the course they will be attending with the final determination being based on seniority within the Department. All such courses shall be treated as compulsory courses and members will be compensated accordingly.

The City of Saratoga Springs through the Fire Chief and the EMS Coordinator, will, on or about January 1st and July 1st of each and every year, publish in each fire station, a list of names showing all members who possess an EMT and/or an AEMT certification and respective expiration dates of said certificate.

The City through its Fire Chief or EMS Coordinator agrees that it shall cause a written notification letter or memorandum to be issued to each individual EMT and/or AEMT, at least 6 months prior to the expiration of said members EMT/AEMT certification, notifying said members of their expiration date.

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

1. Regular refresher course where participant will be compensated accordingly

for the entire length of the course.

2. Successfully passing the challenge test or attending rapid recertification where participant will be compensated for all time spent.

3. Participating in the EMT Pilot Recertification Program in accordance with DOH regulations and standards where participant will be compensated for all time spent.

Section 3 - Compensatory time earned by attendance at EMS courses prior to the year 2000 may be cashed in, at the member's option, on an annual basis, with 30 days notice to the Department, to a maximum of 40 hours.

Section 4 - Effective January 1, 2002, an EMT Education Incentive shall be paid as follows:

EMT: \$300.00/year
EMT-I: \$600.00/year.

Section 5 - Members hired after this Agreement is signed will maintain their EMT certification for 15 years. The Chief of the Department may grant a waiver or extension to secure EMT recertification where, in his discretion, circumstances exist warranting such a waiver or extension. Such a waiver or extension will not be unreasonably withheld. Members attending these EMT or A-EMT courses shall be able to do so during their regularly scheduled tour of duty if possible or shall be compensated accordingly upon successful completion of the EMS course. Successful completion of the EMS course will also require the individual to actively participate in the Department's EMS program at the highest EMS level for which he or she is qualified in accordance with the level of care the Department provides.

**ARTICLE XIX
ANNUAL PHYSICALS**

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

B. The Fire Chief shall be responsible for listing the tasks routinely performed by the firefighters and he shall provide the list to a representative of Local 343 for approval prior to finalizing it. The Chief shall submit the list of duties to the physician who conducts the OSHA examinations on behalf of the City. If a personal physician is being used, the member will supply the physician with the list. The purpose of providing the list to the physicians is to make them aware of the physical requirements for firefighters to perform their responsibilities on a daily basis.

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

D. The PLHCP hired by the City shall be agreed upon by the City and Local 343 and will perform a physical that is agreed upon by both the City and Local 343, in accordance with OSHA standards.

E. If the member chooses to be examined by his or her private physician, the extent of the physical shall be up to the member and the physician, however, the physical will include at least the same tests and examinations being performed by the City's PLHCP. In the event a pulmonary function test and a mask fit test are not available at the private physician's office, the member shall have this part of the physical performed by the City's PLHCP.

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

G. In the event a member requires further testing to determine whether he meets Class A firefighting status, it will be up to the examining physician to determine if the member shall continue as a Class A firefighter until such time as additional testing can be performed, and a determination made as to the member's firefighting status. In the event the determination is made that the member cannot continue as a Class A firefighter, the member shall be entitled to continue working in a light duty capacity in accordance with Article XIX herein, unless at his own option, he chooses to remain off duty until

such time as he is recertified with Class A firefighting status. In such cases, the member shall be entitled to remain on payroll by drawing from his contractual leave time credits or trading time with other members.

H. This agreement will become a part of the City's written respirator program under The Respiratory Protection Standard at 29 CFR 1910.34.

ARTICLE XX LIGHT DUTY

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

a. are injured or taken ill as a result of an on-the-job incident (performance of duty) and are unable to perform their regular duties for the Department; or

b. are injured or taken ill as a result of an off-the-job incident (not in the performance of duty) and are unable to perform their regular duties for the Department;

or

c. as a result of the annual mandatory OSHA physical (Article XVIII) require further testing to determine Class A firefighter status, or who do not receive Class A firefighter status.

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

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

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

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

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

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

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

d. In the event the member disagrees with the opinion of the City's physician, he shall be entitled to submit a report from his own physician or health care provider (hereinafter physician). In the event of a disagreement between the member's

physician's and the City's physician, the member shall not be assigned to light duty until the issues are finally resolved in accordance with this procedure.

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

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

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

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

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

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

b. Members who are unable to perform their regular duties as a result of an on-the-job incident shall be entitled to remain on the work schedule of their regular assignment and to work with their shift, for the first 40 calendar days of the light duty assignment, subject to the right of the Chief to detail them to appropriate light duty assignments from 0800 hours to 1600 hours, Monday through Friday, to the extent such hours/days, fall within their regular schedule.

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

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

- a. Assist with record keeping and paperwork in Chief's office and fire inspector's office.
- b. Assisting at the scene by shuttling air bottles needing to be filled, transporting manpower to the scene.
- c. Assisting Fire Inspector with inspection tours.
- d. Giving lectures to schools and organizations on fire prevention and fire safety, this may include extinguisher demonstrations.
- e. Any other duties which are consistent with a firefighter's status as such and which are mutually agreed upon by the parties.

10. Members shall be assigned to light duty positions, consistent with the physician's restrictions and in the event more than one firefighter is eligible for the same light duty assignment, at the same time, seniority shall prevail. Seniority shall not

however entitle a member to bump another member from a light duty position being held prior to the time the senior member became eligible for the light duty position.

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

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

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

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

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

11. In all cases, members assigned to the light duty program shall retain all of their rights and benefits under the Labor Relations Contract between the City and Local 343, including the grievance and arbitration provisions of Article VI.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the ___ day of _____, 2002.

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

BY: _____

John Kirkpatrick, President, Local 343

CITY OF SARATOGA SPRINGS, NEW YORK

By: _____

Kenneth Klotz, Mayor

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per council approval 6/4/02

STATE OF NEW YORK
COUNTY OF SARATOGA

SS.:

On the 12TH day of AUGUST, in the year 2002 before me, the undersigned, personally appeared John Kirkpatrick personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Anthony J. Izzo
Notary Public
State of New York, Saratoga County
My Commission Expires ~~11/30/02~~
#4830454 1/31/06


Notary Public/~~Commissioner of Deeds~~

STATE OF NEW YORK
COUNTY OF SARATOGA SS.:
CITY OF SARATOGA SPRINGS

On this 13TH day of AUGUST, 2002, before me the subscriber, personally appeared Kenneth Klotz, to me known who being by me duly sworn, did depose and say that he resides in the City of Saratoga Springs, New York; that he is the Mayor of the City of Saratoga Springs, New York, the Municipal Corporation described in and who executed the foregoing Instrument; that he knows the Seal of the said City of Saratoga Springs, that the Seal affixed to said instrument is such corporate seal; that it was affixed by order of the Council of the City of Saratoga Springs, pursuant to Resolution No. 02-157 duly adopted the 4TH day of JUNE, 2002, and that he signed his name thereto by like order.


Anthony J. Izzo
Notary Public
State of New York, Saratoga County
My Commission Expires ~~11/30/02~~
#4830454 1-31-06


Notary Public

CERTIFICATION OF CORPORATION COUNSEL

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

Dated: 7/13/02


Corporation Counsel

APPENDIX A

SALARY STRUCTURE

<u>Position</u>	<u>January 1, 2002</u>	<u>January 1, 2003</u>
Captain (3 years)	\$59,259.00	\$61,037.00
Captain	56,470.00	58,130.00
Lieutenant (3 years)	53,750.00	55,362.00
Lieutenant	50,233.00	51,740.00
Firefighter (10 years)	45,729.00	47,101.00
Firefighter (7 years)	44,770.00	46,113.00
5 th Increment (6 years)	43,759.00	45,072.00
4 th Increment (5 years)	42,906.00	44,193.00
3 rd Increment (4 years)	40,958.00	42,187.00
2 nd Increment (3 years)	39,730.00	40,922.00
1 st Increment (2 years)	38,296.00	39,445.00
Starting Salary	37,013.00	38,123.00

LONGEVITY

Effective January 1, 2002, in addition to the foregoing, longevity increments shall be added to each employee's salary as follows:

- a. Upon completion of five (5) years of service - five hundred dollars (\$500.00) per year.
- b. Upon completion of ten (10) years of service - nine hundred fifty dollars (\$950.00).
- c. Upon completion of fifteen (15) years of service - one thousand four hundred dollars (\$1,400.00).

d. Upon completion of nineteen (19) years of service - one thousand eight hundred fifty dollars (\$1,850.00).

e. Upon completion of twenty (20) years of service, and for every year thereafter, members will receive a longevity increase of one hundred fifty dollars (\$150.00) per year for each year completed in excess of twenty (20) years, in addition to the nineteen (19) year longevity payment.

Effective January 1, 2003, in addition to the foregoing, longevity increments shall be added to each employee's salary as follows:

a. Upon completion of five (5) years of service - five hundred fifty dollars (\$550.00) per year.

b. Upon completion of ten (10) years of service - one thousand dollars (\$1,000.00).

c. Upon completion of fifteen (15) years of service - one thousand four hundred fifty dollars (\$1,450.00).

d. Upon completion of nineteen (19) years of service - one thousand nine hundred dollars (\$1,900.00).

e. Upon completion of twenty (20) years of service, and for every year thereafter, members will receive a longevity increase of two hundred (\$200.00) per year for each year completed in excess of twenty (20) years, in addition to the nineteen (19) year longevity payment.

APPENDIX B
WEIGHT CHART
Males

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

Females

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

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

APPENDIX C

PHYSICAL FITNESS TEST

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

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

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

	<u>Age</u>		
	<u>20-29</u>	<u>30-39</u>	<u>40 & Older</u>
Male	30	25	15
Female	15	15	15

B. Endurance: Bent Knee Sit Ups will be used to measure the employee's abilities to maintain continued exertion over a prolonged period of time. The employee lies back on the floor, with the knees bent. The fingers should be laced behind the neck. The employee sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The

employee should be able to complete the indicated number of bent knee sit ups in one minute's time.

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

C. Flexibility: It is important that each employee maintain flexibility. Flexibility will help decrease the chances of lower back injury. The test for flexibility will be a 1.5 mile run. The times for passing this portion of the test are charted below:

	<u>1.5 mile run (in minutes)</u>				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60-69</u>
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

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

- 1.5 mile run subtract 55 seconds from final score.
- Sit Ups add 1 sit up to final score.
- Push Ups no standard of error has been computed.

APPENDIX D

Job Description Saratoga Springs Fire Department EMS Coordinator

Minimum Requirements:

- NYS Certified EMT or above.
- AHA CPR Instructor or complete as soon as possible.
- Computer with database and processor program courses as available.
- Rank of Lieutenant or higher.
- Minimum five years as a firefighter with the Saratoga Springs Fire Department.

Duties and Responsibilities:

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

1. Prepare and submit budget requests for training and equipment purchase and/or replacement.
2. Develop and maintain a system of inventory control and ordering for all EMS equipment and supplies.
3. Represent the Saratoga Springs Fire Department on the County EMS Council and the Saratoga Hospital Liaison Committee.
4. Develop and chair the Department's Quality Assurance Committee.
5. Organize and schedule EMS-related training. This shall include CPR and refresher training. It may be necessary for the Coordinator to teach some of the training.
6. Act as a liaison between the Saratoga Hospital, the Emergency Corps and any other organizations or persons having business with the Department pertaining to EMS.
7. Compile any statistical or financial data as may be required by the Department regarding EMS and computerize same.
8. Develop and maintain adequate records of all Department personnel related to EMS.
9. Develop specifications for the purchase of new equipment.
10. Maintain a log of activities.

This position will carry a pay stipend of \$5,000.00 annually and no overtime will be paid for the performance of the duties. The position will be reviewed every six months by the EMS committee and the Commissioner of Public Safety.

All candidates shall be willing to certify as an AHA CPR Instructor and shall maintain that certification for as long as they hold the Coordinator position.

APPENDIX E

Job Description Saratoga Springs Fire Department Quality Improvement Individual

Minimum Requirements:

- NYS Certified EMT-D or above.

Duties and Responsibilities:

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

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

The position of Quality Improvement Individual will carry a pay stipend of \$2,000.00 annually and no overtime will be paid for the performance of the duties. The position will be reviewed and evaluated each year. All things being equal, seniority shall prevail.

APPENDIX F

Job Description Saratoga Springs Fire Department Lab Instructor

Minimum Requirements per NYS-DOH:

- Complete a NYS-EMS application form.
- NYS Certified EMT or above.
- Score of 80% or greater on the NYS-EMT certification exam most recent to course application.
- Minimum of one year experience actively treating patients in a pre-hospital environment.
- Provide a letter of introduction from an I/C or course sponsor supporting course admission.


Duties and Responsibilities:


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

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

The position of Department Lab Instructor will carry a pay stipend of \$500.00 annually for each instructor and no overtime will be paid for performance of the duties. The position will be reviewed and evaluated each year to insure quality of instruction.

Presently there are 4 positions, one for each shift.

2002								2002					
<p style="text-align: center;">SARATOGA SPRINGS FIRE DEPT.</p>  <p style="text-align: center;">WORK SCHEDULE</p>								MONTH					
										JAN	FEB		
										MAY	MAR		
								APR	JUL	AUG	JUN		
								DEC	OCT	NOV	SEP		
1	5	9	13	17	21	25	29	4	3	2	1		
2	6	10	14	18	22	26	30	1	4	3	2		
3	7	11	15	19	23	27	31	2	1	4	3		
4	8	12	16	20	24	28		3	2	1	4		
DAY								GROUP					

2003								2003					
<p style="text-align: center;">SARATOGA SPRINGS FIRE DEPT.</p>  <p style="text-align: center;">WORK SCHEDULE</p>								MONTH					
										JAN	FEB		
										MAY	MAR		
								JUL	AUG	JUN	APR		
								OCT	NOV	SEP	DEC		
1	5	9	13	17	21	25	29	4	3	2	1		
2	6	10	14	18	22	26	30	1	4	3	2		
3	7	11	15	19	23	27	31	2	1	4	3		
4	8	12	16	20	24	28		3	2	1	4		
DAY								GROUP					