

COLLECTIVE BARGAINING AGREEMENT

Between

VILLAGE OF RYE BROOK

And

VILLAGE OF RYE BROOK PROFESSIONAL FIREFIGHTERS

MUTUAL AID ASSOCIATION

LOCAL 4041, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO, CLC

June 1, 2020 through May 31, 2022

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
RECITALS.....	2
TERM.....	2
DUES.....	2
SALARY.....	3
OVERTIME.....	3
VACATION.....	3
HOLIDAYS.....	4
BEREAVEMENT.....	4
PERSONAL DAYS.....	4
SICK LEAVE.....	5
GENERAL PROVISIONS FOR LEAVE.....	5
PROTECTIVE CLOTHING AND UNIFORMS.....	5
MEDICAL BENEFITS PLAN.....	6
MEDICAL BENEFITS BUYOUT.....	6
LIFE INSURANCE.....	7
RECIPROCAL RIGHTS.....	7
DISPUTES.....	8
AGENCY SHOP.....	9
DEFERRED COMPENSATION.....	9
MANAGEMENT.....	9
SHIFTS/COMPENSATORY TIME.....	9
CLERK STIPEND.....	10
LABOR/MANAGEMENT COMMITTEE.....	10
SAFETY.....	11
LONGEVITY.....	11
TRAINING.....	11

24-48 WORK SCHEDULE.....11

207-a PROCEDURE.....11

APPENDIX A.....16

APPENDIX B.....18

This agreement is made as of the 1st day of June 2020 by and between the Village of Rye Brook, New York, hereinafter referred to as the “Village”, and the Village of Rye Brook Professional Firefighters, Mutual Aid Association Local 4041 International Association of Firefighters, herein after referred to as the “Union.”

RECITALS

The parties hereto recognize that the Union is the sole and exclusive bargaining agent for the Rye Brook Professional Firefighters and Officers, said Union having been duly acknowledged and certified to act in that capacity as required by law. As used herein, the term “firefighter” shall include officers.

The parties hereto acknowledge that each has bargained and negotiated in good faith and that it is the desire of the parties in entering into this Agreement to establish wages and other conditions of employment during the period of this Agreement, and to provide further for a method of resolving and adjusting disputes and grievances that may arise between the parties without disrupting or jeopardizing the orderly operation of the Rye Brook Fire Department.

The parties acknowledge that this Agreement shall be subject to the Public Employees Fair Employment Act, the Civil Service Law, the Rye Brook Code, the Constitution of the State of New York, the applicable unconsolidated laws of New York, the New York Village Law and the New York General Municipal Law.

Now therefore, in consideration of the provisions contained herein, the parties agree as follows:

1. **TERM**

This Agreement shall be effective during the period June 1, 2020 through May 31, 2022.

2. **DUES**

a) The Village agrees to deduct from the paycheck of each firefighter who has signed an authorization payroll dues deduction card, the amount authorized by the firefighter and certified by an officer of the Union as Union dues. The total collected will be delivered to the Treasurer of the Union within twelve (12) days of such withholding. Said authorization shall not terminate while the firefighter is covered by this agreement.

b) In the event the Union requests a change in the amount of the deduction as provided in paragraph 2(a), which change has been authorized by a majority of the Rye Brook Firefighters who are members of the Union, the Village shall forthwith make the requested changed deduction.

c) The Village shall provide a statement once per year to the Union setting forth deduction amounts for each firefighter.

d) The Union shall hold the Village harmless from any claims or liabilities resulting from compliance by the Village with the dues deduction provision.

3. SALARY

The firefighters shall be salaried in accordance with the provisions of Appendix B attached hereto and made a part hereof. Each firefighter will be accorded a salary grade upon employment and shall be advanced one salary grade on each anniversary of his or her employment. The Village shall hire two additional firefighters no later than September 30, 2017 and in addition, shall replace any firefighter positions that become vacant as a result of any retirement (s) for the year 2017.

For the 2020-21 contract year, salaries will be increased by 2.00%

For the 2021-22 contract year, salaries will be increased by 2.00%

4. OVERTIME*

a) Overtime shall be defined as any hours a firefighter works in excess of his or her regularly scheduled shift hours (in three (3) shift weeks - in excess of thirty-six (36) hours; in four (4) shift weeks - in excess of forty-eight (48) hours). Said overtime shall be paid at the rate of time-and-one-half. To the extent that the Village has advanced notice of any overtime, it will offer such overtime on a rotating seniority basis. (The most senior firefighter will be offered the first available overtime. Whether he/she accepts or not, the next most senior firefighter would be offered the next available overtime).

b) Effective August 1, 2017, the Village shall offer overtime when any shift has less than two (2) firefighters available to work.

5. VACATION*

- a) Each firefighter employed by the Village shall be given the following vacation:
- New Firefighters – three (3) workdays after six (6) months (prorated if necessary)
 - Firefighters with one to five years of completed service – seven (7) workdays of vacation time

- Firefighters with six to twelve years of completed service – ten (10) workdays of vacation time
- Firefighters with thirteen or more years of completed service – fourteen (14) workdays of vacation time

6. HOLIDAYS*

Each firefighter employed by the Village shall be entitled to ten (10) paid holidays as listed below:

- | | |
|---------------------------|---------------------|
| 1. New Years Day | 6. Independence Day |
| 2. Martin Luther King Day | 7. Labor Day |
| 3. Presidents' Day | 8. Veterans' Day |
| 4. Easter Sunday | 9. Thanksgiving Day |
| 5. Memorial Day | 10. Christmas Day |

All firefighters on active duty will be paid a total of six (6) holidays straight time at 12 hours per day, on or about May 15 of each year. Each firefighter will also be provided four (4) shifts off due, representing the balance of the holidays, which will be selected in the beginning of the calendar year and will not result in additional anticipated overtime. All firefighters on Active Duty will receive this additional pay and time off for approved holidays whether or not they are assigned to work on the actual holidays. Employees assigned to work on the holidays shall not be paid any additional compensation, except as described below.

Effective October 13, 2009, firefighters working overtime hours outside of the normal Holiday shift on one of the ten (10) designated Holidays shall be paid double-time for these additional hours worked on such Holiday.

New employees hired after January 1 shall only receive one extra day's pay for each holiday worked until the following calendar year (no additional compensation or shifts off due will be provided during the balance of the first calendar year).

7. BEREAVEMENT*

Each firefighter employed by the Village shall be entitled to excused time off, with pay, if necessary to attend the wake or funeral of his or her immediate family, beginning with the first day following death until the day following the funeral. The immediate family shall include Parents, Spouse, Children, Grandparents, Mother-in-Law, Father-in-Law, Brothers, Sisters, Brother-in-Law, Sister-in-Law, Grandchildren, Aunts and Uncles. Bereavement leave shall be limited to three (3) days for each bereavement.

8. PERSONAL DAYS*

Each firefighter employed by the Village shall receive three (3) Personal Days each year. The Personal Days are not cumulative and cannot be carried over. The minimum increment for the use of Personal Days shall be three (3) hours. No overtime shall occur as a result of these days unless fewer than three (3) firefighters are assigned to a group.

9. **SICK LEAVE***

Each firefighter employed by the Village shall be entitled to ten (10) days sick leave annually, with pay, on account of personal sickness or physical disability.

The minimum increment for the use of Sick Leave shall be six (6) hours.

Unused leave shall accumulate from year to year up to a total of one hundred sixty five (165) days. Unused sick leave shall be credited toward retirement in accordance with Section 341 (J) of the New York State Retirement and Social Security Law. No member benefit under this section of law will be diminished as a result of the change in the work schedule from an eight (8) hour day to a twelve (12) hour day.

10. **GENERAL PROVISIONS FOR LEAVE**

a) To the extent possible, the Village will provide a vehicle for official department business including probationary school and approved training when they are held at locations outside Westchester County.

b) Compensatory time shall be provided for travel time in attending probationary school and approved training when they are held outside Westchester County outside of regularly assigned working hours.

c) If a Village Vehicle is unavailable, a mileage allowance will be paid for the use of a personal vehicle for official department business.

d) Family and Medical Leave, Extended Sick Leave, Jury Service Leave, and Military Leave shall be granted to Rye Brook firefighters as stated in the Rye Brook Personnel Manual of Policies and Benefits.

11. **PROTECTIVE CLOTHING AND UNIFORMS**

a) Newly appointed firefighters will be given, at no cost, a full set of Firefighter Protective Ensemble, which includes turnout coat, bunker pants, boots, helmet, hood, and gloves. All protective clothing issued shall meet or exceed NFPA 1500 and NFPA 1971 guidelines. A dress blue uniform shall be issued after successful completion of Probationary Fire School.

b) Each firefighter shall be given, at no cost, five (5) complete sets of uniforms, consisting of five (5) shirts, five (5) pants, five (5) T-Shirts, and two (2) sweatshirts annually. In addition, each firefighter shall be entitled to one hundred dollars (\$100.00)

annually for the purpose of purchasing work shoes. The shoe allowance will be paid on the first pay period in June of each year.

c) Any firefighter who, in the performance of his or her duties under this Agreement, damages or loses personal property or clothing used for the proper performance of such duties, will be fully reimbursed for such loss by the Village up to a maximum of one hundred fifty dollars (\$150) per incident for the following items: watches, cell phones, wallets and their non-monetary contents, eye glasses, knives or personal tools, jewelry, keys and key chains, and shoes.

12. MEDICAL BENEFITS PLAN

Each firefighter employed by the Village shall pay ten percent (10%) of medical, hospitalization, and dental premiums for the health insurance plan of the Village throughout employment, retirement, or disability retirement. The Village shall pay the remainder of the premiums.

Any firefighter hired prior to June 1, 2014 shall continue to contribute 10% toward the medical, hospitalization and dental premiums for individual and family plans throughout employment, retirement or disability retirement. Any firefighter hired on/after June 1, 2014 shall pay 15% toward the medical and hospitalization health insurance premiums for the individual and family plans throughout employment, retirement or disability retirement.

The dental insurance premium contributions for firefighters hired on or after June 1, 2014 shall remain at 10% throughout employment, retirement or disability retirement.

13. MEDICAL BENEFITS BUYOUT

a) Any firefighter employed by the Village may opt out of the Village's health insurance program in whole or in part for periods of a full year by completing the appropriate form furnished by the Village. In order to be eligible for this option, the firefighter must certify that he or she has health insurance through a source other than the Village.

b) A firefighter opting out of the Village's program for family coverage or individual coverage will receive a cash payment in the amount of \$2,000 for family coverage or \$900 for individual coverage. The payment will be subject to all usual payroll deductions, and will be made in two equal installments, in June and in January (provided that the firefighter remains uncovered by the Village for twelve consecutive months).

c) A firefighter electing to decline coverage must do so by filing his or her forms no later than November 30 of any year, with the provisions of this plan taking effect on January 1. Once a waiver form has been filed with the Village, the waiver shall continue to be in effect from year to year unless the firefighter elects to re-enroll.

d) Once a firefighter waives coverage for a given year, he or she may not reinstate coverage for that year except for a change in family status consistent with the rules of the Village's policy and applicable law and regulations. A change in family status may include death or divorce of a spouse or termination of employment of a spouse whose employer had provided the alternative insurance. It does not include the voluntary declination of insurance offered by the spouse's employer, changes in the cost of coverage offered by the alternative source, or the onset of a medical condition during the time the firefighter has waived coverage by the Village.

e) If a firefighter reinstates coverage during the course of the year, pursuant to paragraph 13(d), the firefighter must repay any amount already paid in return for the waiver. If a firefighter who had waived coverage elects to reinstate coverage for the following year, he or she must notify the Village no later than November 30.

14. LIFE INSURANCE

The Village shall obtain and continue to maintain in full force and effect and pay all premiums for a Forty Thousand Dollar (\$40,000) double indemnity (for accidental death) life insurance policy for each member of the Union, payable to a beneficiary designated by the respective insured Union member.

15. RECIPROCAL RIGHTS

a) The Village recognizes the right of the Union to designate two (2) representatives to appear on its behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement with representatives of the Village and to confer with members of the Union during working hours concerning matters related to this Agreement.

b) The Union shall have the right to post official notices and communications on the Union bulletin board, maintained in the firehouse. The president of the Union and/or his designee shall have the right to visit the Village Administrator and with the consent of the Village Administrator, or the Village Board for the purpose of adjusting grievances and administering the terms and conditions of this Agreement. The members of the Union who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Village and the Union and uninterrupted operation of the Fire Department.

c) Members of the Union, who are designated to represent the Union may attend statewide Conventions and meetings of the New York State Professional Firefighters Union, Inc., the International Association of Firefighters, and the AFL-CIO pursuant to their obligations as officers or delegates of the Union, and shall be permitted a total of three days leave from their regular duties to exercise this right, which leave may be taken in hourly increments to attend local meetings, with the approval of the department head and the Village Administrator.

16. DISPUTES

a) This procedure is established to seek an equitable resolution of grievances that arise during the term of this Agreement. The intent of the dispute procedure is to settle firefighter grievances on as low an administrative level as possible so as to enhance efficiency and maintain firefighter morale.

b) Definition. A grievance for purposes of this procedure shall be considered to be a firefighter complaint concerned with the application or interpretation of this Agreement. Time extensions beyond those stipulated in this procedure may be arrived at by mutual written consent of the parties.

c) Procedures

- 1) An aggrieved firefighter may use this dispute procedure with or without Union Assistance.
- 2) No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Step No. 1

A firefighter may, with or without a Union or other representative, discuss his or her grievance with the department head, or at the level of the origin of the grievance. Such grievance shall be instituted within fifteen (15) calendar days of the events giving rise to the grievance.

Step No. 2

If the department head and the firefighter cannot reach an agreement on the grievance, the grievance shall be reduced to writing, signed by the aggrieved firefighter or his or her representative, and submitted to the Village Administrator within five (5) calendar days after discussion with the department head. The administrator shall submit his decision in writing to the aggrieved firefighter and his representative, if represented, within fifteen (15) calendar days of the receipt of the grievance.

Step No. 3

- (a) If the grievance shall not have been disposed of to the satisfaction of the aggrieved firefighter or the Administrator, either party may submit it to an arbitrator within twenty (20) calendar days after receipt of the Administrator's decision. The arbitrator shall be selected from a list supplied by the American Arbitration Association and shall be

appointed in accordance with the then prevailing rules of that association.

- (b) The arbitrator shall have authority to add to, to enlarge upon, subtract from or modify the terms of the Administrator's decision. The decision of the arbitrator shall be final and binding on all parties.

17. AGENCY SHOP

a) All firefighters employed by the Village who are not members of the Union shall be required to pay to the Union an Agency Shop Fee Deduction, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a Union member.

b) The Village will make deductions from the wages of said firefighters in the same manner as members of the Union, and shall transmit such amount to the Union as set forth in paragraph 2, above.

18. DEFERRED COMPENSATION

All members of the Union shall have the right to participate in a Deferred Compensation Plan as provided by the Village, upon implementation of such plan.

19. MANAGEMENT

Except as specifically limited by this Agreement, the Village Board retains all rights mandated and the right to direct the firefighters, including but not limited to the services to be rendered, the location of physical facilities, the scheduling and standards of performance, the scheduling and hours of shifts, the means, the method and technology of rendering service, the right to hire, promote, demote and transfer firefighters, to establish rules and conduct, to discharge or discipline for just cause, and to maintain the efficiency of the firefighters. These are the sole and exclusive responsibilities of the Village Board. The Village also reserves the right to establish, change, amend, or modify any terms or conditions of employment not expressly included herein.

20. SHIFTS/COMPENSATORY TIME*

a) The work chart shall run Twenty Four (24) hours a day 365 days per year. Each firefighter will be scheduled for three (3) consecutive twelve (12) hour shifts, to be followed by three (3) consecutive shifts off.

b) Shift selection shall be based on seniority.

c) The most senior firefighter on each shift shall be considered a squad leader. The squad leader shall be responsible for coordinating daily assignments.

d) Each firefighter shall be eligible for eight (8) compensatory time days and one (1) compensatory time/personal day (days that reflect the number of hours scheduled beyond 2080). Any compensatory time days are to be converted into days off due and are to be selected at the time of vacation picks. It is agreed that firefighters who are eligible for seven (7) workdays of vacation time shall receive a combined total of sixteen (16) shifts off (seven (7) vacation days, eight (8) compensatory time days, and one (1) compensatory time/personal day). Vacations may be split at the discretion of the member.

e) Each firefighter must select shifts off due (except for personal leave) in blocks of three (3) shifts. It is understood that only one (1) person can select a block of three (3) shifts off in any given week. All compensatory time/personal days shall be picked upon completion of the selection process for full shift blocks of time off. As a result, no two (2) firefighters can pick the same week or compensatory time/personal days for shifts off due.

f) Members will be allowed to exchange duty with other members so long as no overtime results from such exchanges. Exchanges of duty will be repaid within a twelve (12) month period.

g) One twelve (12) hour period shall be described as a SHIFT and three (3) consecutive twelve (12) hour periods as a TOUR.

21. **CLERK STIPEND**

One (1) Clerk shall be designated for each of the two groups (for a total of two (2) firefighters) and paid \$125 each per month. This person may rotate among the firefighters on each group but must serve for a minimum of six (6) months. The Clerks can be recommended by the Union and approved by the Administrator. The Administrator retains the right to approve of the candidate and to remove the selected person as a Clerk if necessary. The Clerk shall work closely with the Fire Chief and Village Administrator. Although not an all inclusive list, examples of the duties of the Clerk shall typically include the following:

- Maintaining office filing and records for department (fire calls, training, claims, Chief's and department orders, etc.).
- Preparing and transmitting invoices, claim vouchers and purchase orders within the allocated department budget.
- Coordinating the overtime list, recording and transmitting overtime reports.
- Recording and transmitting payroll, leave, and time sheets.
- Maintaining inventory and ordering supplies and equipment within the allocated department budget.
- Coordinating the annual firefighter pick schedule and reporting to the Fire Chief if less than two (2) firefighters are available on any shift.
- Post all notices, memoranda and bulletins for department personnel.

22. **LABOR/MANAGEMENT COMMITTEE**

A Labor/Management Committee shall be formed to discuss such items as safety and training, and to discuss other employment and workplace matters. Committee members shall include, but not be limited to, the Village Administrator, a Fire Chief, the Union President and one other Union officer.

23. **SAFETY**

Firefighters shall not be required to perform non-emergency work outdoors when elements are of unsafe and hazardous conditions.

Effective August 1, 2017, there shall always be a minimum of two (2) firefighters on every Shift regardless of whether such Shift is during the day or at night.

24. **LONGEVITY**

As of June 1, 2006 the Village shall pay the following, annual longevity payments to employees in a lump sum on the employee's anniversary (hire) date:

After completion of ten (10) years of employment:	\$550
After completion of fifteen (15) years of employment:	\$800
After completion of twenty (20) years of employment:	\$1,050

25. **TRAINING**

The training officer will make every effort to provide training dates with a minimum of one month advance notice. Not firefighter scheduled to work on an assigned training date may take a personal day or change vacation, holiday or compensatory time that would result in the firefighter to be absent for these training dates. However, any personal, vacation, holiday or compensatory time that was scheduled prior to the one month advance notice which causes a firefighter to be absent on a training day will not have to be rescheduled, the training officer can still assign training days with less than one month notice, but the requirement to not take a personal day or change vacation, holiday or compensatory time would not apply.

26. ***24-48 WORK SCHEDULE**

*In accordance with the *Stipulation of Agreement* dated February 2, 2018:

- A) The Village Firefighters shall be divided by the Village Administrator into three (3) equal Squads.
- B) Each Squad shall work a twenty-four (24) hour Shift, followed by forty-eight (48) hours off. This shall be considered a "24-48 work schedule".
- C) All annual leave time shall be adjusted as follows (with a "net zero" result in the current contract):

Vacation Day Conversions:

New FF: From 3 (12 hr) work days *after 6 months* to 1.5 (24 hr) work days.
1-5 years: From 7 (12 hr) work days to 3.5 (24 hr) work days.
6-12 years: From 10 (12 hr) work days to 5 (24 hr) work days.
13+ years From 14 (12 hr) work days to 7 (24 hr) work days.
Vacation Days shall be picked based on seniority.

Personal Leave Conversions:

From 3 (12 hr) work days to 36 hours plus 4 hours compensatory time. (note: this add'tl 4 hrs. between 36 hours and 40 hours is currently included as compensatory time in the current contract).

Minimum increment increased from 3 hours to 6 hours.

Sick Leave Conversions:

From 10 (12 hr) work days to 5 (24 hr) work days.

Minimum increment increased from 6 hours to 12 hours.

Holiday Conversions:

Paid holidays from 6 (12 hr) work days to 3 (24 hour) work days.

Additional shifts off from 4 (12 hr) work days to 2 (24 hour) work days.

Bereavement Conversion:

From 3 (12 hr) work days to 1.5 (24 hr) work days.

- D) The amount of additional compensatory leave time shall be determined by reflecting the number of hours scheduled beyond 2080 in a calendar year. These compensatory leave days must be scheduled so that no Firefighters would be scheduled to work over 212 regular (i.e. non-overtime) hours during any 28 day work period.
- E) In making the annual selections for pre-selected Vacation, Holiday and compensatory leave days, Firefighters shall first select from available days with 4 Firefighters assigned before selecting from days with 3 (remaining) Firefighters assigned, except each Firefighter may pre-select one day that would result in less than 3 Firefighters assigned.
- F) Under the new "24-48 work schedule" exchanges of duty (i.e. "mutuals") are not encouraged and may only be done once per month (i.e. 6 "mutual" in a month if all 12 Firefighters chose this option).
- G) Although exchanges of duty are not encouraged, sometimes coverage is needed to maintain minimum staffing levels. In any event, no employee shall work more than 48 hours in a row as a result of a mutual or to cover a short shift. Any unavoidable deviations from this 48 hour maximum work period shall require the prior approval of the Village Administrator. This issue will continue to be revisited and modified as necessary at the monthly meetings held by both parties.

- H) The Fire Clerks (or senior Firefighter if a Fire Clerk is not assigned or available) shall provide the Village Administrator with a bi-weekly report (coinciding with the payroll cycle) indicating the Firefighters assigned and any deviations from the regularly assigned work schedule including any overtime as a result.
- I) The new schedule shall become effective on Monday, February 5, 2018 and shall continue unless notified in writing by either party of the termination of the “24-48 work schedule”.
- J) Should the “24-48 work schedule” be terminated by either party, the current 12 hour work schedule shall be returned within fourteen (14) calendar days. No exchanges of duty (i.e. “mutuals”) shall occur during this 14 day waiting period without prior approval of the Village Administrator.
- K) Both parties agree to meet on at least a once per month to review any issues or concerns with the new “24-48 work schedule”.

27. **207-a PROCEDURE**

I. Purpose

This procedure is intended to regulate the application for, and the award and/or termination of, benefits under Section 207-a of the General Municipal Law (GML 207-a). Any future changes enacted by the State in the provisions of GML 207-a that conflict with an explicit provision of this procedure shall supersede the preexisting provision of this procedure.

II. 207-a Procedure

- a) A Firefighter shall file the *Application for GML-207-a Benefits* form (Appendix A) to the Village Administrator within twenty (20) calendar days after the date of the injury or illness upon which the application is based, or within twenty (20) calendar days after the Firefighter discovers, or should have discovered, the injury or illness upon which the application is based. The *Authorization to Release Confidential Health Care Information* form included in the application shall be executed by every Firefighter seeking benefits and provided to the Village, along with any medical and other relevant information to support the application. *Please note that this GML 207-a application is separate from an employee’s initial report of injury or illness which should be reported immediately to the Treasurer’s Office.*
- b) In the event the Firefighter is medically or physically incapable of making a request in writing, the written request may be made by an authorized representative of the Union or a person authorized to act on the Firefighter’s behalf. This request should be consistent with the notification period identified in section (a) above and provide sufficient information needed for

the Village Administrator to make the initial determination of GML 207-a status.

- c) The Village Administrator shall have the authority to require the Firefighter to be examined by a physician or other specialist. The Village Administrator shall also have the authority to conduct a full investigation of all the facts concerning the application that he/she believes to be relevant and the Firefighter shall cooperate fully with such investigation.
- d) The Village Administrator will make the initial written determination under GML 207-a, including whether a Firefighter was injured in the performance of duties or taken sick as a result of the performance of duties; whether a Firefighter is able to perform regular duty or specified types of light or transitional duty consistent with the duties and status of a Firefighter; and whether a Firefighter shall forfeit Section 207-a eligibility for engaging in any employment other than as provided for by the statute. The Village Administrator's initial written determination will be made within thirty (30) days of the date that a complete submission is made by the Firefighter.

If it is determined that light or transitional duty is assigned, that Firefighter shall not count towards the two (2) Firefighter minimum specified in Section 23 of the Agreement between the Village of Rye Brook and the Rye Brook Professional Firefighters unless the Firefighter on light or transitional duty can perform the essential functions of a Firefighter.

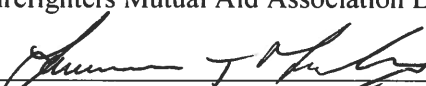
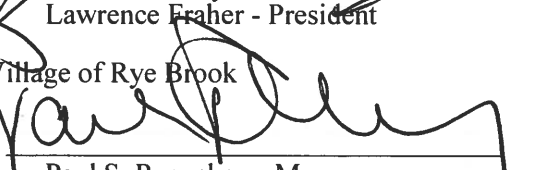
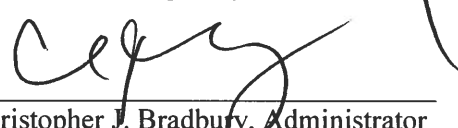
- e) Subsequent to the written determination of the Village Administrator regarding GML 207-a eligibility, should a Firefighter disagree with the Village Administrator's determination, the Firefighter shall have the right to submit a written appeal of said determination to the Village Board of Trustees within thirty (30) days of the Village Administrator's written determination.
- f) Upon receipt of the appeal from the Firefighter, the Board of Trustees shall appoint a Hearing Officer of their choice, other than the Village Administrator, within forty-five (45) days of receipt of the written appeal from the Firefighter.
- g) Such Hearing Officer shall hold a hearing, prepare a records of the hearing, and make a report and recommendation to the Board of Trustees regarding the Firefighter's eligibility for GML 207-a benefits. The Firefighter shall have the burden of proving his/her entitlement to GML 207-a status to the Hearing Officer. The record of evidence to be considered by the Hearing Officer shall consist of any physician reports related to the injury or illness, the results of any investigation of the Village Administrator, and any other information offered during the hearing that is accepted into evidence. A copy of the materials should also be included in the Hearing Officer's report and recommendation to the Board of Trustees. If a stenographic record is requested by the Hearing Officer or either party, such costs shall be shared by the Village and the Firefighter.

- h) The Village Board of Trustees shall render a written determination on the Firefighter's GML 207-a eligibility within thirty (30) days of the receipt of the Hearing Officer's written report and recommendation.
- i) Pending any determination of benefit eligibility, any time off taken by the Firefighter that he/she claims is the result of the injury or illness giving rise to the application, shall be charged to the Firefighter's accrued sick leave. However, in the event that the Firefighter has no available accrued sick time, then the Village will permit the claimant to exhaust all available accrued leave time (e.g. vacation, compensatory time, personal leave, etc.) pending the determination.
- j) If a decision is made at any time that the Firefighter is eligible for GML 207-a benefits, then the Firefighter shall be so categorized. Any leave previously charged to the Firefighter due to the injury shall then be charged to GML 207-a leave and the Firefighter shall be re-credited with any leave that was previously used in lieu of GML 207-a leave. The Firefighter's GML 207-a benefits shall continue so long as the Firefighter remains eligible.
- k) In the event the applicant is not satisfied with the decision of the Board of Trustees following their determination, the Firefighter may pursue an Article 78 proceeding in accordance with the applicable law.

III. Review of Status of Firefighters Receiving GML-207-A Benefits:

- a) The Village Administrator may periodically review cases of Firefighters receiving GML 207-a status, whether the Firefighter is physically capable of performing a modified or transitional duty assignment, and/or whether the Firefighter is acceptable of returning to fully duty. If furtherance thereof, the Village Administrator may take such action as appropriate under the law.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

Dated:	Village of Rye Brook Professional Firefighters Mutual Aid Association Local 4041
<u>Aug 4</u> , 2020	BY:  Lawrence Fraher - President
Dated:	Village of Rye Brook
<u>Aug 4</u> , 2020	BY:  Paul S. Rosenberg, Mayor
<u>Aug 4</u> , 2020	BY:  Christopher J. Bradbury, Administrator

**APPENDIX A
APPLICATION FOR GML 207-A BENEFITS**

Name of Applicant/Firefighter: _____
(Please Print)

Name of Person Submitting Application
(if different than applicant): _____
(Please Print)

(Relationship to Applicant)

I HEREBY APPLY FOR BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW BASED UPON THE FOLLOWING INFORMATION:

Injury or Illness Sustained in the Performance of Duties:

In the space below (or on additional sheets) please set forth to the best of your ability information about what occurred; a brief description of the nature and extent of the injury or illness; the date and time such injury or illness occurred; the name and address of medical care providers (including hospitals) who may have treated you to date; and the names of other members of the Rye Brook or other fire departments who may have witnessed the incident. Attached any available documents with information relevant to the injury, including, but not limited to, all doctors' reports to date.

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE.

(Signature of Applicant)

(Date)

All written correspondence and determinations should be sent to the following address:

Village of Rye Brook Fire Department
Authorization to Release Confidential Health Care Information

Re: Patient (Firefighter): _____
Date of Birth _____
Address: _____
Date of Injury/Illness _____

To: Medical Provider

You are hereby authorized to release to the Village of Rye Brook, or its duly-authorized representative, all billing and medical information pertinent to treatment you provided to me as a result of my injury or illness on the date described above.

Signature of Patient/Firefighter

Printed Name of Patient/Firefighter

Date

*A copy of this authorization form is as valid as the original.

APPENDIX B

Salary Grade	2.00% 2021-22	2.00% 2022-23
5th	\$48,932	\$49,911
4th	\$73,314	\$74,780
3rd	\$82,818	\$84,474
2nd	\$90,483	\$92,293
1st	\$107,949	\$110,108

Salaries are effective June 1st of each contract year.