

State of New York  
Public Employment Relations Board

Interim Opinion and Award

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In the Matter of Compulsory  
Interest Arbitration Between

PERB Case No. IA97-035;  
M97-066

THE LARCHMONT PROFESSIONAL  
FIREFIGHTERS ASSOCIATION LOCAL 895  
IAFF, AFL-CIO

Petitioners

- and -

THE VILLAGE OF LARCHMONT, NEW YORK  
Respondent  
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THE PUBLIC EMPLOYMENT RELATIONS BOARD  
STATE OF NEW YORK

JAN 1 1998

CONCILIATION

Before: The Public Arbitration Panel:  
Summer Shapiro, Public Member and Chairperson  
Vincent Toomey Esq., Public Employer Member  
Arthur Wilcox, Employee Organization Member

I. INTRODUCTION

This document constitutes the Interim Opinion and Award of a Public Arbitration Panel designated by the New York State Public Employment Relations Board (PERB), pursuant to Civil Service Law 209.4 on February 9, 1998. This interim document is being issued to enable the parties to implement the panel's award of salary adjustments by June 1, 1998 and will be supplemented by a final award which will set forth the panel's rationale supporting its determinations constituting the Award in this matter. The Petitioner is the Larchmont Professional Firefighters Association, Local 895, IAFF, AFL-CIO, hereinafter referred to variously as "the Employees", "the Union", "the Petitioners", "the Members" or "the Firefighters". The bargaining unit consists of thirteen Firefighters in various ranks. The Respondent is the Village of Larchmont, New York, hereinafter

referred to variously as "the

Employer", "the Village", "the Respondent", "Larchmont", or "the Administration". The Petitioner and Respondent were parties to a Collective Bargaining Agreement for the term of June 1, 1994 through May 31, 1997, at the conclusion of which the parties were unsuccessful in establishing terms and conditions for a successor Agreement and on December 15, 1997 the Union petitioned the New York State Public Relations Board (PERB) to implement compulsory interest arbitration pursuant to Section 209.4 of New York Civil Service Law. PERB designated the above Public Arbitration Panel on February 9, 1998 and a hearing was held in the Larchmont Village Hall on May 19, 1998 at which time the parties afforded unfettered opportunity to submit evidence and arguments in support of their respective positions. Both parties were represented by Counsel and neither questioned the conduct of the proceeding.

Appearances were as follows:

FOR THE UNION

Edward J. Groarke, Esq.  
Colleran O'Hara & Mills  
Garden City, NY 11530

Union Counsel

Duncan MacRae  
White Plains, New York, 10604

International Association  
of Firefighters

Tom Andersen, President

IAFF, Local 895

Larchmont, NY 10538

Steve Forrest, Treasurer

IAFF, Local 895

Harrison, NY 10528

Edward Fennell

Economic Consultant to

Wynantskill, NY 12198

Local 895

FOR THE EMPLOYER

Law Offices of Vincent Toomey

Lake Success, NY 11042

The following exhibits were admitted into evidence:

Joint Exhibits:

J.1 Summary of Westchester County Salary Survey-Percentage Increases, April 21, 1998

J.2 Salary and Benefit Survey, Westchester County

J.3 Copy of Collective Bargaining Agreement (CBA) between the Village of Larchmont, NY and the Larchmont Police Benevolent Association, Inc. for the term of June 1, 1996 through May 31, 1999.

Union Exhibits:

U.1 A review of the financial documents of the Village of Larchmont, NY by Edward J. Fennell Associates, Wynantskill, NY, May 12, 1998

Village Exhibits:

V.1 Copy of Village of Larchmont Preliminary Budget 1998-99

V.2 Copy of Larchmont Fire Department Directive 980212-01 Re: Mutuels Policy by Michael Wiener, Chief

The Panel has unanimously concurred in the terms of the Award which embodies compromises on both sides. Pursuant to New York Civil Service Law Section 209.4 (c) (v), the Panel considered all the relevant evidence and heeded the specific instructions to consider the following:

- a. comparison of wages, hours and conditions of employment of the employees involved in the Arbitration Proceeding with wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

- b. the interest and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

The following issues were before the panel for determination;

1. Article 29, Wages
2. Article 10, Vacations
3. Mutuels
4. Article 15, Uniforms and Clothing
5. Article 19, Health Insurance
6. Article 19(4), Dental Insurance
7. Labor Management Committee
8. Procedure Governing Application of General Municipal Law

## 9. Article 30, Duration

### II OPINION

The statement of the Panel's Opinion and Rationales underlying its determinations in this matter is deferred to the issuance of the final Opinion and Award.

### III AWARD

The undersigned, constituting the duly designated interest arbitration panel in the above captioned matter, awards as follows:

#### 1. Article 29 - Wages

- a. Effective June 1, 1997 wages shall be increased by 3.3%.
- b. Effective June 1, 1998 wages shall be increased by 3.4%.
- c. Effective June 1, 1998, the starting salary shall be raised to \$25,000 and remain at that level for the life of the agreement.

## 2. Article 10 - Vacations

Effective June 1, 1998, the vacation schedule for firefighters hired on or after that date shall be as follows:

- a. for one (1) year of service - three (3) days
- b. for two (2) years of service - nine (9) days
- c. for three (3) years of service - twelve (12) days
- d. for four (4) years of service - fifteen (15) days
- e. for five (5) years of service - eighteen (18) days

## 3. Mutuals

In addition to those management rights contained in Article 17 of the agreement (Exchange of Duty), the Association agrees not to challenge, in any forum, Directive 980212-01 promulgated by the Fire Chief. All outstanding disputes concerning mutuals shall be considered resolved as of this date.

## 4. Article 15 - Uniforms and Clothing

Effective June 1, 1998, the uniform allowance shall be increased by fifty dollars (\$50.00).

5. Article 19 - Health Insurance

Employees hired on or after January 1, 1999 shall be required to contribute ten percent (10%) of the monthly health insurance cost if covered by an individual plan, and twenty-five percent (25%) if covered by a family plan upon reaching first grade.

6. Article 19(4) - Payment in Lieu of Dental Insurance

Effective June 1, 1998, the payment in lieu of dental insurance shall be increased to six hundred and fifty (\$650) dollars.

7. Labor Management Committee

There shall be a joint labor management committee which shall have the authority to make nonbinding recommendations to the Village Trustees and Association on subjects including work schedules and mutual exchanges of duty. Recommendations from the Committee shall not result in the reopening of negotiations without the consent of both parties.

8. General Municipal Law Section 207-a Procedure

The Panel remands this issue to the parties who shall meet within sixty (60) calendar days to negotiate a GML 207-a procedure. However the Panel shall retain jurisdiction and in the event the parties fail to reach agreement within one



Sworn to before me this 2nd day of June, 1988.

Christine A. Gaeta  
Notary Public

**CHRISTINE A. GAETA**  
Notary Public, State of New York  
No. 02GA5061438  
Qualified in Nassau County  
Commission Expires June 10, 1998



Arthur Wilcox  
Employee Organization Designated Member  
Concurring

STATE OF NEW YORK)  
                                  ) ss.:  
COUNTY OF ALBANY )

Sworn to before me this 27th day of May, 1988.

George H. Heilsberg  
Notary Public

**GEORGE H. HEILSBERG**  
Notary Public, State of New York  
Qualified in Albany County  
Reg. No. 01HE5033154  
Commission Expires Sept. 12, 1992

State of New York  
Public Employment Relations Board

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In the Matter of Compulsory  
Interest Arbitration Between

**THE LARCHMONT PROFESSIONAL  
FIREFIGHTERS ASSOCIATION LOCAL 895  
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Petitioners

- and -

**THE VILLAGE OF LARCHMONT, NEW YORK**  
Respondent  
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Opinion and Award

PERB Case No. IA97-035;  
M97-066

NYC PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

NOV 13 1998

**CONCILIATION**

Before: The Public Arbitration Panel:  
Sumner Shapiro, Public Member and Chairperson  
Vincent Toomey, Esq., Public Employer Member  
Arthur Wilcox, Employee Organization Member

Appearances: For the Village of Larchmont;  
Law Offices of Vincent Toomey

For the Union;  
Law Offices of Colleran, O'Hara & Mills  
by Edward J. Groarke, Esq.

**I. INTRODUCTION:**

This document constitutes the Opinion portion inclusion of which was deferred in issuing an Interim Opinion and Award in the above-captioned matter dated May 26, 1998. That Award in its entirety is incorporated herein by reference and is supplemented herein by the addition of a provision relating to **General Municipal Law Section 207-A Procedure.**

**II. OPINION:**

**1. Article 29 - Wages**

The Panel has considered all of the criteria set forth in CSL S209.4(c)(b) with particular focus on **Exhibit U1, A Review of the Financial Documents of the**

Village of Larchmont, New York; V.1. The Village of Larchmont Preliminary Budget, 1998-99; J.1. Westchester County Salary Survey - Percentage of Increases; and J.2 Profiles within Westchester County. The principal findings in Exhibit U1 are well documented and consistent with the data set forth in Exhibit V1, The Village of Larchmont Preliminary Budget. These data substantiate an ability to conform with prevailing comparable practice in the matter of salary adjustments. Joint Exhibit 1, Westchester County Salary Survey - Percentage Increases and Joint Exhibit 2, Profiles Within Westchester County provided the statistical data upon which the Panel relied in deriving Tables I and II on the basis of which it fashioned salary determinations. The Village believes that for purposes of salary comparison, Tables I and II should reflect all of the Westchester County communities listed in Exhibits J1 and J2. The Union believes only the southern Westchester communities are appropriately included. While the parties differ about which specific jurisdictions should be considered to be comparable, we find the range of prevailing adjustments to fall in a rather narrow channel minimizing concern about this aspect to practical insignificance. Moreover, while increases in some jurisdictions became effective in January, whereas they become effective in June in villages, the trend line is nonetheless well defined and

in accommodating divergent views about comparability, variations in effective dates, and past practices among other factors, the Panel has awarded in conformity with what it infers to be representative Westchester County practice. These data are set forth in **TABLE I**, below.

**TABLE I**

**1997 AND 1998 PERCENTAGE INCREASES  
WESTCHESTER COUNTY JURISDICTIONS**

<u>JURISDICTION</u>	<u>YEAR</u>	
	<u>1997</u>	<u>1998</u>
East Chester	4.00	4.00
Fairview	2.50	2.50
Greenville	4.00	4.00
Harrison Dec. '96	2.50	
Harrison Jan. '97	3.25	3.25
Hartsdale	3.89	3.50
Lake Mohegan	4.00	NA
Mamaroneck	3.00	3.25
Pelham Manor	3.20	3.10
Port Chester	2.00	2.00 Dec '97 2.00 Jan '98
Scarsdale	3.00	3.00
Total	35.34	30.60
n	10	9
Total/n = Av	3.53	3.4
Larchmont Award	3.3	3.4

Data source: **Joint Exhibit 1**

In further evaluation of its inference, the Panel has reviewed available data for Westchester County jurisdictions in the upper tier for the year 1997. These data were obtained from **Joint Exhibits 1 and 2** as set forth in **Table II**, below:

TABLE II

1997 TOP STEP ANNUAL SALARIES <sup>1/</sup>

<u>JURISDICTION</u>	<u>ANNUAL SALARY \$</u>
Harrison	54,581
Greenville	54,081
Fairview	54,847
Eastchester	55,614
Hartsdale	55,000
*Scarsdale	54,224
*Larchmont	54,148
*Pelham Manor	54,599

<sup>1/</sup> Asterisks indicate effective date of June '97 - all others effective January '97

Data Source: Joint Exhibit 2

It is clear that the prevailing salaries in the cited jurisdictions are closely grouped with Larchmont falling within a few hundred dollars per annum of the median average. This is not a significant difference in the light of past practice considerations and the limited number of other jurisdictions in the profile, all of which reflect upper tier practice in Westchester County. The Panel, in consideration of these data, has awarded annual increases of 3.3% and 3.4% effective June 1, 1997 and June 1, 1998 respectively.

In addressing the starting salary, the Panel has considered past practice in the data set forth in Joint Exhibit 2 (Page Two). Moreover, we recognize that it represents the compensation paid during what is, to a significant degree, a period of training and evaluation.

A further consideration is the impact of starting salary levels on the recruitment process. In dealing with these considerations, the Panel has concluded that the starting salary rate should be raised to \$25,000 per annum effective June 1, 1998 and shall be fixed at that level for the duration of the Agreement.

2. **Article 10 - Vacations**

In evaluating this issue, the Panel has again relied upon the Westchester County Profiles constituting **Joint Exhibit 2** (Page Ten). Our focus has been on the schedule commencing with two years of service where we find wide variation among jurisdictions. Some of this may be attributable to different work schedules and different methods of calculating vacation days. In general, we find the averages to be 11.5 days, 12.6 days, 16 days, and 17 days, at two years, three years, four years and five years of service respectively. Based upon these averages, the Panel has settled on a vacation schedule for Firefighters joining the Department effective June 1, 1998 or thereafter as follows:

- 1 year of service - 3 days
- 2 years of service - 9 days
- 3 years of service - 12 days
- 4 years of service - 15 days
- 5 years of service - 18 days

3. **Mutuals**

In treating with this issue, the Panel has examined and relied upon Larchmont Fire Department Directive 980212-01 which constitutes **Village Exhibit 2** in this proceeding. The Panel has found it to be justified and reasonable and has adopted the Directive which constitutes our Award on this issue. Our Award shall resolve all outstanding issues, grievances, and concerns between the parties respecting mutuals up to and including the date of this Award.

4. **Article 15 - Uniform and Clothing Allowance**

A profile of practice in other jurisdictions was placed before the Panel in **Joint Exhibit 2** (Page Eight). Here again we find some variation among jurisdictions with Larchmont practice loosely conforming to apparent general practice, depending upon the frequency with which one assumes shoe replacements. However, we recognize also that some cost increases have emerged since the most recent allowance was negotiated and in consideration thereof will award an increase in the uniform allowance of fifty dollars (\$50.00) per annum effective June 1, 1998 .

5. **Article 19 - Health Insurance**

The Panel has agreed to award a health insurance provision change to be applicable to employees hired after January 1, 1999. Such employees will be required

to contribute 10% of the monthly health insurance cost of an individual plan and 25% of the premium cost if covered by a family plan upon reaching Step 1 Firefighters Pay. This provision is consistent with that in effect for the other Village Public Safety employees in the Police Department. (Joint Exhibit 3 - Page Thirteen, Article 17, Section 1(c)).

6. **Article 19(4) - Payment in Lieu of Dental Insurance**

Pursuant to Article 16, Section 4 of the expired Agreement, the District has paid each Member \$600 per annum in lieu of payment premiums for a Dental Program. The Panel agrees that the quantum of dental care available for \$600 per annum on June 1, 1995 would be more costly at the present time and in recognition thereof, will award an increase of \$50 per annum, bringing the payment to \$650 per annum effective June 1, 1998.

7. **Labor Management Committee**

The Panel concurs in the view that a provision which helps to foster better relations between the Village and the Association and its Members should be encouraged. Our Award, therefore, provides for establishment of a joint Labor Management Committee and grants it the power to make non-binding recommendations to the parties to the Collective Bargaining Agreement on subjects including work schedules and mutual exchanges of duties.

8. **General Municipal Law Section 207-A Procedure**

The Panel believes the parties are themselves most knowledgeable and best qualified to formulate a procedure for dealing with matters subject to the provisions of General Municipal Law Section 207-A. Representatives of the parties were directed to resume negotiations on this subject and have reached an agreement. The parties have indicated that the policy they negotiated is similar to that which exists in several other fire departments in Westchester County. The parties' agreement will resolve conflicts in this area and should ensure that GML 207-a benefits are administered fairly. The procedure is, therefore, adopted by the Panel as part of this award.

9. **Article 30 - Duration**

The Village seeks a two year Agreement while the Union proposes a three year Agreement. Pursuant to New York State Civil Service Law, Section 209.S4(vi), the Panel is constrained to Award for a maximum of two calendar years and as a consequence, the Panel supports the employer position in fixing the duration of the Agreement at two years.

III. **AWARD:**

1. The Interim Award is amended by the addition of the following procedure for the administration of matters pursuant to General Municipal Law 207-A.

**GENERAL MUNICIPAL LAW SECTION 207-A PROCEDURE****Section 1**

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under Section 207-a of the General Municipal Law (hereinafter referred to as "GML 207-a"). This policy is not intended to limit or eliminate any additional requirements or benefits regarding GML 207-a set forth in the statute or case law, or to modify any requirements set forth in the Larchmont Fire Department Rules and Regulations to the extent that such Rules are not inconsistent with this procedure.

**Section 2**

A member shall notify the Officer on Duty as soon as possible of any injury in the performance of his duties or sickness as a result of the performance of duties which necessitates medical or other lawful remedial treatment. Said injury or sickness shall hereafter be referred to for purposes of this procedure as a GML 207-a disability.

**Section 3**

Application for GML 207-a benefits for a member of the Department may be made by the member, the Chief, or some other person acting on behalf of such member.

**Section 4**

An application shall be deemed "untimely" unless it is served upon the Chief within thirty (30) days after the date of the injury or sickness upon which the application is based or within thirty (30) days after the member discovers, or should have discovered, the injury or sickness upon which the application is based. The Chief may, in his discretion, excuse the failure to file the application within the thirty (30) day period upon a showing of good cause.

**Section 5**

The application must be made in writing on the form attached to this procedure.

**Section 6**

After the filing of said application, the applicant shall submit to one or more medical examinations as provided by law.

**Section 7**

The Chief shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-a. The Chief shall have authority to conduct a full investigation of the facts concerning the application.

**Section 8**

Pending the determination of an application, time off taken by the applicant after submission of said application and alleged to be attributable to the injury or sickness which gave rise to the claim for GML 207-a benefits shall be charged based on the determination.

**Section 9**

The Chief shall render a written decision on the application for benefits within thirty (30) days after receipt of all necessary information as indicated in Section 6 above. A copy of the decision shall be mailed to the applicant at the address specified in the application.

**Section 10**

If the decision is that the applicant is eligible for GML 207-a benefits, then the applicant shall be so categorized and pursuant thereto any time off taken due to such injury or sickness shall be charged to GML 207-a leave. The member's GML 207-a benefits shall continue so long as the member remains eligible.

**Section 11**

If the decision of the Chief is that the applicant is not eligible for GML 207-a benefits, then at any time within thirty (30) days from receipt of such decision, the applicant may serve a written demand on the Mayor or her designated representative for further evaluation of the application. The demand shall contain a statement of the reasons why the applicant believes further evaluation of the application is needed.

**Section 12**

Upon receipt of a timely written demand for further evaluation of a GML 207-a claim, the Mayor or her designee shall obtain from the Fire Chief all information provided in the application and pursuant to Section 7 of this procedure. The applicant may submit additional written information concerning his GML 207-a claim to the Mayor or her designee. The Mayor or her designee may require the production of additional information concerning the claim and/or may conduct an informal conference with the applicant. The Mayor or her designee shall render a written decision on the GML 207-a claim no later than fourteen (14) days after receipt of all necessary information required pursuant to this Section 12.

**Section 13**

In the event the applicant is not satisfied with the decision at the Mayor level and wishes to appeal the decision, the applicant shall file within thirty (30) days of receipt of the Mayor's decision, a written demand for arbitration of his GML 207-a claim. The claim shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association in White Plains.

The parties to the arbitration shall be the Village and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the Village and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

**Section 14**

The Arbitrator shall have the authority to decide, de novo, the claim of entitlement to GML 207-a benefits. The Arbitrator shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-a, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-a claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides that the matter presents a termination of GML 207-a benefits, the Fire Department shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on the parties and may be confirmed in a Court of competent jurisdiction.

**REVIEW OF DISABILITY****Section 15**

(a) The Chief may periodically review cases of members receiving GML 207-a benefits for the purpose of determining whether

the individual continues to be entitled to GML 207-a benefits, and in furtherance thereof may take such action as is appropriate under the law.

(b) Any individual who is receiving benefits under GML 207-a continues to be subject to provisions set forth in the Department's Book of Rules and in departmental orders concerning notification to the Fire Department of the member's condition.

#### **Section 16**

Upon receipt of a certification from the Fire Department Surgeon, or a physician-designee, that a member is able to perform the duties of his position, the Chief shall notify the member of the termination of his GML 207-a benefit. The Chief shall cause service of a written notice of termination setting forth the effective date thereof and a copy of the physician certification to be made on the member.

#### **Section 17**

If the member disagrees with the termination of the GML 207-a benefits, he may serve upon the Mayor or her designated representative, within thirty (30) days after the receipt of the Chief's notice, a written appeal for review of the determination, specifying the basis for the demand.

#### **Section 18**

Upon receipt of a timely written appeal of the Chief's decision to terminate GML 207-a benefits, the Mayor or her designee shall obtain from the Fire Chief all information considered in connection with review of the member's GML 207-a status. The member may submit additional documents concerning his GML 207-a status to the Mayor or her designee. The Mayor or her designee may require the production of additional information concerning the member's GML 207-a status as set forth in Section 7 of this procedure and/or may conduct an informal conference with the member. The Mayor or her designee shall render a written decision on the appeal of the decision to terminate GML 207-a benefits no later than fourteen (14) days after receipt of all necessary information required pursuant to this Section 18.

#### **Section 19**

In the event the member is not satisfied with the decision at the Mayor level and wishes to appeal, the member shall file within thirty (30) days of receipt of the Mayor's decision a written demand for arbitration of his termination of GML 207-a benefits and status. The claim, if timely filed, shall be submitted to binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association in White Plains, New York.

The parties to the arbitration shall be the Village and the member involved. All costs billed by the arbitrator and the

administrative agency shall be borne equally by the Village and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

#### **Section 20**

The Arbitrator shall have the authority to decide, de novo, the claim of continued entitlement to GML 207-a benefits. The Arbitrator shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits or whether the proceeding presents an issue of termination of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-a claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of his duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-a benefits, the Fire Department shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on the parties and may be confirmed in a Court of competent jurisdiction.

#### **Section 21**

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

**Section 22**

An applicant hereunder may have a representative of his choosing at any stage of this procedure.

**Section 23**

This procedure shall take effect on September 1, 1998 and shall apply to any claim of entitlement to or use of GML 207-a benefits made after that date. In the event utilization of GML 207-a benefits after said date is based on an injury in the performance of duty or sickness as a result of the performance of duty which allegedly occurred prior to September 1, 1998, the member shall comply with the terms of Section 4 of this procedure within thirty (30) days after the member is aware or should have been aware of the need to utilize GML 207-a benefits based on such prior injury or illness. Upon the filing of the Section 4 form, the claim for utilization of GML 207-a benefits based on a pre-September 1, 1998 injury or illness shall be decided in accordance with the terms of this procedure. If there is a dispute as to the date of occurrence of the injury or sickness, the member shall have the burden of proof by a preponderance of the evidence that the injury in the performance of duty or sickness occurred prior to September 1, 1998. This procedure shall have no effect on bargaining unit members currently receiving benefits for injury or illness incurred prior to its implementation, except for cases covered by Section 15 of this procedure which shall be governed by same.

SAMPLE COPY

VILLAGE OF LARCHMONT

FIRE DEPARTMENT

APPLICATION FOR GML 207-A  
DISABILITY BENEFITS

Name of  
Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Party  
Submitting Application: \_\_\_\_\_ Date: \_\_\_\_\_

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

A) Injury Sustained In the Performance of Duty

(In the space provided or on additional sheets if necessary,  
set forth to the best of your ability information about the injury  
including the date, time and place where the injury occurred; a  
brief description of the nature and extent of the injury; list the  
name and address of medical care providers (including hospitals)  
who may have treated you to-date, include the name and rank of  
other members who may have witnessed the incident. Attach any  
available documents with information relevant to the injury.)

The Decision on my application should be mailed to me at the  
following address:

and to my representative:

Application Received By:

\_\_\_\_\_  
(Signature of Person Authorized  
To Receive Application)

\_\_\_\_\_  
(Date)

VILLAGE OF LARCHMONT  
FIRE DEPARTMENT

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE VILLAGE OF LARCHMONT FIRE DEPARTMENT OR ITS REPRESENTATIVES INFORMATION, INCLUDING PATIENT FILES, MEDICAL CHARTS, PHYSICIAN NOTES, X-RAYS, AND OTHER PERTINENT INFORMATION, REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type or Print Name)

STATE OF NEW YORK, COUNTY OF                      ss.:

On the        day of                      19        , before me personally came and appeared to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same.

