

AGREEMENT BETWEEN

CITY OF BEACON
AND
BEACON PERMANENT
FIREFIGHTERS ASSOCIATION, INC.
LOCAL 3490

INTERNATIONAL ASSOCIATION OF FIREFIGHTER'S
(IAFF) AFL-CIO

January 1, 2009 – December 31, 2009

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AGREEMENT made and entered this _____ day of June, 2010 by and between the CITY OF BEACON, NEW YORK, a municipal corporation (hereinafter variously referred to as the “Employer” or the “City”), and BEACON PERMANENT FIREFIGHTERS ASSOCIATION, INC.; LOCAL 3490 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) AFL-CIO a membership corporation, duly organized and existing under and by virtue of the State of New York (hereinafter referred to as the “Association”).

PREAMBLE

The Employer and the Association recognize that they have a common responsibility and objective and declare their mutual intent to work together for the benefit, health and welfare of the citizens of the City of Beacon, New York.

ARTICLE I

UNIT AND RECOGNITION

This agreement shall apply to the employees of the City employed as firefighters (hereinafter referred to as “Employee(s)”). The Employer hereby recognizes the Association as the exclusive bargaining representative of all Employees for the purpose of collective negotiations with the City in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under this collective bargaining agreement.

ARTICLE II

BULLETIN BOARDS

The association shall have the right to post meeting notices and other communications concerned with the conduct and administration of Association business on bulletin boards maintained on the premises and Facilities of the Employer. Such material for posting shall be submitted to the City Administrator of the Employer three (3) working days before posting for review and approval. A representative for the Association and two (2) other Employees officially designated Association Representatives, all of whose names shall be registered with the City Administrator, shall have the right of visitation upon the Employer’s facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement, providing however, there shall be no interference with normal operations as a result of such visits.

ARTICLE III

ASSOCIATION ACTIVITIES

Employees who are designated or selected as Association Representatives shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances. However, before the Association Representative leaves his/her regular job duties, permission shall be sought from the Building Safety Coordinator. At any time the position of Building Safety Coordinator is vacant, the full time designated firefighter will fill that roll. Such permission shall not be unreasonably withheld. The Association Representative shall also notify the Supervisor of any department which he/she may be officially visiting of his/her presence. The time for questions involving administration of this Agreement and for the negotiation of successive agreements shall be set by mutual agreement with the City Administrator and/or the City Administrator's designee(s) and the Association Representative(s).

ARTICLE IV

SALARIES

Section 1.

Effective January 1, 2009 add 3% to each employee's base salary.

The annual wage rate to be paid to each employee covered by this agreement shall be as follows on the date indicated:

EFFECTIVE	1/1/2009
1 st Year of Employment	\$45,532
2 nd Year of Employment	\$50,388
3 rd Year of Employment	\$51,924
4 th Year of Employment	\$53,194
5 th Year of Employment	\$54,475

Section 2. Step classification shall be effective on the anniversary date of each Employee's employment.

Section 3. In addition to the salary schedule hereinabove set forth, employees shall receive longevity salary payments in accordance with the following longevity salary:

\$500.00 per year beginning with the anniversary date of each Employee's seventh (7th) year of employment.

An additional \$500.00 per year beginning with the anniversary date of each Employee's tenth (10th) year of employment.

An additional \$500.00 per year beginning with the anniversary date of each Employee's fifteenth (15th) year of employment.

An additional \$500.00 per year beginning with the anniversary date of each Employee's eighteenth (18th) year of employment.

In no event shall longevity salary payments to an employee exceed \$2000.00 per year.

Section 4. Employees who are called in to attend and/or perform Department business, when not scheduled to work, will be compensated for a minimum of four hours; after four hours, they will be compensated for hours actually worked. Call in is defined as causing an employee to come in to work with less than 24 hours notice. Employees called in for an emergency shall be compensated at a rate of time and one half, effective upon this agreement.

Section 4B. The Building Safety Coordinator shall schedule non-emergency overtime. Employees who are scheduled by the Building Safety Coordinator to do non-emergency, fire related work will be paid as follows: When the hours worked are continuous to the employee's shift or scheduled with 7 days notice, the employee will be paid in one hour increments for the time worked at the appropriate rate. When the hours worked are not continuous to the employee's shift or are scheduled with less than 7 days notice, the employee will be compensated for a minimum of two hours after which he will be paid for the actual time worked.

For the purpose of this section, non-emergency work will be defined as a situation in which at least 24 hours notice is given to the employee being called in.

Section 4C. Employee's hourly rate will be calculated by dividing their regular base annual salary by 2080 hours.

Section 4D. The salary provided for is based upon a regular 42 hour work week. In each week that an employee works more than 42 hours, but less than 53 hours, such employee shall be paid for overtime on a straight time basis. Employees working more than 53 hours per week shall be paid overtime at the rate of time and a half based upon the foregoing straight time computation. The City will comply with the federal Fair Labor Standards Act.

Section 5. Each employee covered by this agreement shall maintain a New York State Emergency Medical Technician (Basic) certification and shall receive \$2000 in the first pay period in June of each year for that certification. The employee will be responsible for any other costs associated with maintaining that certification.

Section 6. Hours paid under Section 4 and 4B may be paid specified or accrued, at the option of the employee, as compensatory time. The employee must notate on the weekly time sheet if it his/her preference to be paid for or to accrue these hours. Said time shall be used within the calendar year that is (*it*) was accrued and be used in one hour increments. The use of any accrued compensatory time must be scheduled with the approval of the Building Safety Coordinator. Each employee will also have the option of converting one (1) leave tour to compensatory time for use as described above. Compensatory time not used or scheduled for use by December 1 of each year will be paid to the employee in the last pay period of the year. Hours worked under this section will be compensated for at the appropriate rate for the hour's actually worked.

ARTICLE V

UNIFORM ALLOWANCE

Each employee shall be paid an annual uniform allowance of \$600.00, payable in two installments: February 1st, \$300.00 and August 1st, \$300.00. It shall not be necessary for the Employees to present receipts in order to receive such payments.

ARTICLE VI

HOLIDAYS

Section 1. Each employee shall have the following paid: The first day of January known as New Year's Day; the twelfth day of February known as Lincoln's Birthday; the third Monday in February known as Washington's Birthday; Good Friday; the fourth day of July, known as Independence Day; Labor Day; Memorial Day; Veteran's Day; the fourth Thursday in November, known as Thanksgiving Day; the day after Thanksgiving; the twenty-fifth day of December, known as Christmas Day; and the second Monday in January known as Martin Luther King, Jr. Day.

Section 2. The employee may choose to be paid for the holiday at the applicable rate in lieu of taking it. To take advantage of this option, an employee must notify the Building Safety Coordinator by October 1 of the year the tours are accrued. The City will pay for these holidays in the first pay period in December.

Section 3. If an employee discontinues City employment for any reason before the end of the calendar year, the value of any holidays taken that have not yet occurred shall be deducted from the employee's final paycheck or otherwise reimbursed.

Section 4. A new hire is only entitled to the holidays falling after his date of hire.

ARTICLE VII

SICK LEAVE

Section 1. Employees hired prior to January 1, 1992 shall be entitled to twelve (12) tours of duty sick leave per year accumulative to a maximum of two hundred and five (205) tours of duty.

Section 2. Employees hired after to January 1, 1992 shall be entitled to ten (10) tours of duty sick leave per year accumulative to a maximum of two hundred and five (205) tours of duty.

Section 3. Upon retirement, each Employee shall receive as additional pay to be deemed a part of his/her salary in his/her final year of employment, a sum equivalent to one-half (1/2) of his/her accumulated but unused sick leave days. Such payment shall be at the Employee’s rate of pay on the date payment is made.

Section 4. After four consecutive tours of sick leave or where there is a pattern of sick leave abuse, the City Administrator may require a doctor’s note supporting the absence.

Section 5. Effective beginning the year 2000, an employee using two (2) or fewer sick tours during a calendar year shall be entitled to the payment of a bonus of \$250.00 by February 1 of the following year.

Section 6. Each employee covered by this agreement can sell back up to two (2) tours of sick leave at that employee’s hourly rate at the time of payment. The employee must have at leave thirty-four (34) tours of sick leave accrued and request the payment by October 1 for payment the following January.

ARTICLE VIII

VACATIONS

Effective January 1, 2001

Section 1. Employees hired prior to January 1, 1992 shall receive the following vacation.

<u>Years of Service</u>	<u>Tours of Duty</u>
After one year of employment	7
After five years of employment	12
After ten years of employment	17
After twelve years of employment	22
After twenty years of employment	27

Section 2. Employees hired prior (*subsequent*) to January 1, 1992 shall receive the following vacation.

<u>Years of Service</u>	<u>Tours of Duty</u>
After one year of employment	7
After five years of employment	10
After ten years of employment	14
After twelve years of employment	17
After twenty years of employment	20

Section 3. Every effort will be made to schedule time off when requested. Leave shall be scheduled based on needs of the department.

Section 4. Four tours of leave may be carried over each year without the authorization of the City Administrator.

ARTICLE IX

HOSPITALIZATION

Section 1. For employees hired prior to January 1, 1992, the City shall pay 100% of the costs of providing the MVP +10 Health Plan. Employees hired after January 1, 1992, shall pay 25% of the health insurance premium.

Prescription Drugs:

For generic drugs: \$ 5.00 co-pay

For brand name drugs: \$10.00 co-pay

Such coverage shall be continued upon an employee's retirement.

Section 2. Effective January 1, 2000, the City agrees to pay the following percentage of the cost for Dental Plan:

62% for Employee with eligible dependent(s)

67% for Employee without eligible dependent(s)

Section 3. Employees hired on or after January 1, 1995 who retire from the City shall receive individual health insurance coverage. The City shall provide the same health benefits as are provided to active employees as may be changed by this or subsequent agreements. Except that upon retirement the employee shall have the option of retaining dependent coverage provided he/she pays the difference between the cost of individual and dependent premiums.

Section 4. The City shall continue to provide hospitalization and dental benefits comparable to those presently provided, except as modified by this agreement. The City may change health and dental insurance carriers and/or plans so long as the benefits are comparable to the existing plan. Prior to the change in carriers, the City shall provide the union (*Association*) with thirty (30) days advance notice.

Section 5. Annually, prior to October 1 of each year, an employee who provides proof that he/she is covered by other comparable health insurance can opt out of the above health plan and be entitled to receive a \$1000.00 bonus at the end of the following year. During that year, the employee shall be entitled to return to the City's health plan. At the end of each year, the returning employee shall be entitled to receive the fraction of the \$1000.00 bonus equal to the fraction of the year he/she was not covered by the City's health plan. Effective upon the next open enrollment period, the buyout shall be increased to \$1,500.00. (*Now in effect*)

Section 6. Both parties agree to continue negotiations on 207-a, and air and blood borne disease-screening policies. Every effort will be made to complete those negotiations within six (6) months. Any negotiated settlement will become part of this agreement.

ARTICLE X

PAY PERIODS

Employee shall be paid weekly on Friday or such other day as convenient to the Employer on the event a holiday falls on Friday.

ARTICLE XI

PERSONAL LEAVE

Employees hired prior to January 1, 1992 shall receive five (5) tours of duty of personal leave provided, however, that the Building Safety Coordinator shall be notified prior to the day such personal leave and such personal leave shall not adversely affect the operation of the Fire Department. Employees hired after January 1, 1992 shall receive four (4) tours of duty of personal leave.

Section 1. An employee taking personal leave must notify the Building Safety Coordinator at least 12 hours before taking the leave.

Section 2. New hires must be on the payroll 45 days of the quarter to receive personal leave for that quarter.

ARTICLE XII

LEAVE OF BEREAVEMENT

Section 1. Each employee shall be entitled to leave of absence with pay for a period not to exceed four consecutive tours in case of the death of a parent, sister, brother, child, spouse, mother-in-law, father-in-law, or grandparent or other member of the family residing with the employee.

ARTICLE XIII

PENSIONS

Section 1. The Employer acknowledges that the Employee covered by this Agreement are members of the New York State Policemen and Paid Firemen's Pension Fund and entitled to the benefits and options therein provided, including the option to retire after twenty (20) years at one-half (1/2) pay (Section 384-d).

Section 2. The entire contributions of each said Employee to the New York State Retirement Systems and/or New York State Police and Paid Firemen's Pension Fund shall be borne by the Employer.

Section 3. Effective January 1, 1980, the City will pay the full cost of Disability Insurance coverage of each Employee.

ARTICLE XIV

TRAINING

The City shall pay for tuition, fees and materials, tolls and mileage at the IRS rate for training approved by the Building Safety Coordinator. The employee shall be responsible for all other costs. Unless the employee and the City Administrator otherwise agree, the employee will not be charged leave for time spent at training. The City supports a well trained workforce.

ARTICLE XV

HOURS OF WORK AND TOURS OF DUTY

Section 1. The provision of Section 1015 of the Unconsolidated Laws of the State of New York are hereby applicable to all Employees covered by this Agreement.

Section 2. A tour of duty for the purposes of leave time shall consist of twelve (12) hours.

ARTICLE XVI

GENERAL MUNICIPAL LAW

The provision of Section 90, 92, 207-a and other pertinent provisions, if any, of the General Municipal Law of the State of New York are hereby applicable to the Employees covered by this Agreement.

ARTICLE XVII

CHANGE IN WORKING CONDITIONS

Section 1. The Employer shall notify the Association at least seven (7) calendar days in advance of any change in working methods or working conditions, except where such changes are required due to an emergency over which the Employer has no control.

Section 2. All promotions shall be from existing Employees.

Section 3. Full-time employees shall have priority over relief employees with respect to assignment of overtime.

Section 4. The present twenty-four (24) hour schedule shall remain in force and effect during the period of this Agreement.

ARTICLE XVIII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to existing thereunder shall be subject of a grievance, and shall be processed in accordance with the following procedure.

Section 2. A grievance of an Employee or Employees shall be presented by his/her or their Association Representative and the Employee(s) concerned to the Building Safety Coordinator or other representative of the City as designate by the City Administrator.

Section 3. In the event such grievance is not satisfactorily adjusted at the proceeding step of the grievance procedure within five (5) working days then the Association may present the same to the City Administrator of (or) the City Administrator's designee for settlement.

Section 4. In the event that such grievance in (is) not then disposed of, either party, no later than fourteen (14) calendar days after presentation under Section 3, may request arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding, however, such arbitrator shall be limited to the terms and conditions of this Agreement as written and shall have no power to modify, amend, add to or subtract from this Agreement. In the event the parties are unable to agree upon an impartial arbitration within ten (10) days after the referral of such matter to arbitration then an appointment of such arbitrator shall be made by the Public Employees Relations Board under its rules and procedures. The costs of the impartial arbitrator shall be shared equally by the Association and the City.

ARTICLE XIX

NO STRIKE, NO LOCKOUT PROVISION

The Association will not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employee's Fair Employment Act, nor will the Employer engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XX

TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 2009 and shall continue to December 31, 2009.

Section 2. Anything herein to the contrary notwithstanding, on or after the date fixed herein as the expiration of this agreement, all of the terms and conditions hereof shall continue in full force and effect until such time as the parties shall negotiate and enter into a new collective bargaining agreement in writing.

ARTICLE XXI

RECIPROCAL RIGHTS

The Association recognizes that the management of the City, the control of its properties and maintenance of order and efficiency, is solely a responsibility of the Employer. Accordingly, the Employer retains all rights not specifically granted to the Association by the law of (*or*) by this Agreement.

The Employer shall administer its responsibilities as to be impartial and fair to all Employees and shall not discriminate by reason of nationality, creed or race and be ever mindful of the dignity of the individual.

ARTICLE XXII

TRAINING OFFICER

The City may designate one or more qualified firefighters covered by this agreement to prepare and present a training program approved by the Building Safety Coordinator that meets the requirements outlined in Part 426.7 of 19 NYCRR. The individual(s) designated has the right to refuse. The total stipend to all individuals designated shall not exceed \$8,500 per year and shall be paid in accordance with Article X of this agreement. If there are no firefighters who accept the assignment, the City may contract for the training program.

The term of this agreement shall run concurrently with the term of the Collective Bargaining Agreement between the City and the Association.

ARTICLE XXIII

MANAGEMENT RIGHTS

It is recognized that the management of the City, the control of its properties, and the maintenance and order and efficiency are solely the responsibility of the City. Accordingly, the City retains all rights, except as they may be specifically modified in this agreement, including but not limited to the selection and direction of the workforce, to hire, suspend or discharge for cause, to make reasonable and binding rules which, shall not be inconsistent with this agreement; to assign, promote, or transfer; to determine the amount of overtime to be worked, to relieve employees from duty because of neglect of work for other legitimate reasons, to decide on the location of facilities; to determine the work to be performed, the amount of supervision necessary, equipment, methods, schedules, together with the selection procurement, designing, engineering, and the control of equipment and materials.

ARTICLE XXIV

KELLY DAYS

Kelly Days shall be deemed to be included and part of an employee's leave time provided by this Agreement.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

Section 1. Fire apparatus may only be operated by employees covered by this agreement, unless the apparatus is removed from service for maintenance or other repairs. In that case, an appropriately qualified individual will operate the fire apparatus.

Section 2. Since Beacon firefighters covered by this Agreement are presumed to be subject to duty twenty-four (24) hours a day, seven (7) days a week, any action taken as a firefighter as part of City of Beacon fire operations shall be considered official action and the firefighter shall have all the rights to benefits concerning such action as though he was on active duty. In the event that an employee is faced with civil claim arising out of such action, (except an action of willful misconduct or negligence) the City of Beacon will provide legal counsel for his protection and hold him harmless from any financial loss. This provision is not intended to change the practice of covered firefighters responding to alarms without additional compensation unless "called in" as herein provided.

Section 3. In this agreement the term Building Safety Coordinator means the person holding that title, or if that title is changed, the person holding the new title.

Section 4. SECONDARY EMPLOYMENT.

It is agreed that the City and the Employee have a mutual and vested interest in assuring that any such secondary employment does not hamper the employee's ability to perform his employment. Said employment will not involve illegal activity. Employees will notify the Building Safety Coordinator of any secondary employment. Employees will not wear their uniforms or use any City issued equipment while engaged in secondary employment, without prior authorization. No Employee will engage in secondary employment while on sick leave.

Section 5. MANDATORY RANDOM DRUG AND ALCOHOL TESTING.

See attached Drug and Alcohol Testing Procedure.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DATED:

CITY OF BEACON, NEW YORK

By: _____
Steven K. Gold, Mayor

By: _____
Meredith S. Robson, Administrator

BEACON PERMANENT FIREMAN'S ASSOCIATION, INC.

By: _____
Eric Schmidt, President of IAFF, Local 3490