

CONTRACT

BETWEEN

THE CITY OF GLOVERSVILLE

AND

GLOVERSVILLE FIRE FIGHTERS ASSOCIATION

LOCAL # 719

(Effective January 1, 2002 through December 31, 2002)

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## CONTRACT

THIS AGREEMENT entered into as of the 1st day of January 2002, by and between the CITY OF GLOVERSVILLE, NEW YORK (hereinafter referred to as the City), and LOCAL #719, GLOVERSVILLE FIRE FIGHTERS ASSOCIATION, International Association of Firefighters, AFL-CIO, Gloversville, New York (hereinafter referred to as the Association).

### **ARTICLE 1 Association Recognition**

A. The City recognizes the Association as the sole and exclusive representative for all employees by the City of Gloversville in the Fire Department for collective bargaining negotiations with respect to the establishment of salaries, terms, hours, and conditions of employment and the administration of grievances for the term of this Agreement. For the term of this agreement, an employee, or the employees, are the following categories:

Covered by agreement: All firefighters, officers, permanent, temporary and probationary.

Not covered by agreement: Fire Chief, Fire Alarm Supervisor, and Non-Firefighter Dispatchers and Substitutes.

## **ARTICLE 2 Checkoff-Agency Shop**

A. Upon written authorization on the part of such members, the City agrees to deduct weekly Association dues from the wages of all members who appear on the City payroll, who have signed an authorization card. The dues, together with a list of members for whom the dues deduction are made, will be forwarded by the City to the Treasurer of the Association monthly.

(Agency Shop)

B. In accordance with Chapter 677 of the 1977 Laws of the State of New York, employees who are on the payroll and who are not members of the Association shall have deducted from their salary an agency shop fee which shall be an amount equivalent to the amount of dues payable by a member. See Annex B.

C. Effective with the signing of the agreement, the employer shall notify employees of the Gloversville Fire Department who have not already been notified that they would have the right to join the Association. Such notice shall further inform the employees that those who do not choose to join the Association shall have deducted from their salary an Agency Shop Fee which shall be in an amount equal to the amount of dues payable by a member.

D. Every employee appointed after the 1st day of January, 1983, who does not join the Association at the time of appointment shall have an Agency Shop Fee deducted. If an employee joins the Association such Agency Shop Fee deduction shall be discontinued and dues then deducted as per Article II of the current Contract.

E. Any employee who terminates union membership shall have deducted from his/her salary an Agency Shop Fee. Such Agency Shop Fee shall be effective on the same date on which the termination is effective.

F. All Agency Shop deductions shall be in the same manner as regular dues deductions and the City shall transmit said moneys received to the Association as in the current Contract on a monthly basis.

G. The Association shall have exclusive right to the Agency Shop Fee deposit in the general fund of the Union and commingled with the regular Union dues. Any requests for change in the rates of dues deductions shall also be deemed to be a request for a change in the Agency Shop Fee.

H. The Association shall refund to the employee any Agency Shop Fee wrongfully deducted and transmitted to the Union and be responsible for same.

I. No assessments of any kind or nature will be collected through the Agency Shop Fee deduction and the City will not be responsible for any errors in the collection of the Agency Shop Fee deduction and the Association shall agree in writing and hold the employer harmless against any claim whatsoever arising out of the deduction and transmittal of said Agency Shop Fee to the Association.

J. In the event any provisions of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

**ARTICLE 3 Recognition of Union Rights**

A. The City recognizes the rights of members to designate representatives of the Union to appear on their behalf to discuss rates of pay, wages, working condition, hours of employment, grievances and disputes, as to terms and conditions of this contract.

B. The Union shall submit the names of five (5)-designated representatives in writing to the Mayor. The Union shall have the right to change representatives, provided ample notice is given in writing to the Mayor.

C. The Union shall have the right to post notices and communications on bulletin boards maintained on the premises and facilities of the City, provided these shall first be submitted to Chief.

D. Union officers or representatives or delegates shall be allowed all release time to participate in negotiations with the employer, adjustments of grievances, arbitration hearings and other functions relative to the operation of this Agreement. They will also be given leave to attend union and executive board meetings, attend conferences and conventions of affiliated unions, associations, and organizations, at no additional cost to the City. In addition to the above, the City agrees to grant 96 hours of release time even if it results in the payment of overtime.

**ARTICLE 4 Relationship**

A. The City will not discriminate, coerce, or restrain any member or officer because of membership in the Association.

**ARTICLE 5 Acknowledgment**

A. Either the City or the Association shall or will, in writing, acknowledge correspondence from the other, in writing. This includes correspondence from or to the Mayor.

**ARTICLE 6 Department Rules**

A. The City may adopt all rules for the efficient operation of the Department and conduct of its employees provided such rules do not conflict with any of the provisions of this Contract.

B. The rules shall or will be posted in advance and received for the benefit of the members affected.

**ARTICLE 7 Maintenance of Conditions**

A. It is mutually agreed that existing rules, regulations and procedures, rights, privileges or benefits affecting the Association and its members shall remain in force throughout the duration of this agreement.

**ARTICLE 8 Salaries. Work Schedule. Reduction Days and Overtime Recall**

A. The salary and Longevity payments to be made to each member shall be as reflected in the attached schedules. Those schedules shall reflect the following:

1. Effective January 1, 2002, member of the bargaining unit shall receive a salary increase of 3% over his or her salary for the year 2001.

2. Longevity will be paid once per year in a separate check on the member's anniversary date. Longevity shall be paid as reflected in the attached schedules. Those schedules will reflect the following: \$70.00 after the first year and an additional \$70.00 per year until a cap of \$1200.00 is reached.

3. Officer Differential. Effective January 1, 1996, the Captain's salary shall be ten percent (10%) higher than the Top Grade Firefighter's salary. The Battalion Chief's salary shall be ten percent (10%) higher than the Captain's salary.

B. From January 1st, 2002 through December 31, 2002, the members will work a forty (40) hour average work week on a four (4) platoon, twenty-four (24) hour work shift. (Schedule "B").

C. Each member will receive four (4), predetermined scheduled twenty-four (24) hour (reduction) duty days off per year. The Member will select the reduction days, provided no more than 2 persons are off per shift.

D. Each member will receive eight (8) hours recall time to be paid with his holiday pay computed in the same manner as "Holidays", Article IX, (b), 1, in order to average forty (40) hours per week as stated in "(a)" above, per year.

E. Command Pay . Effective January 1, 1996, firefighters of the Bargaining Unit shall receive \$100.00 yearly as command pay. The purpose of command pay shall be to compensate firefighters of the Bargaining Unit for temporary assignment to perform duties of a higher grade or rank. The parties agree that no firefighter of the Bargaining Unit shall be required to perform duties of a higher grade or rank in excess of 30 days in any calendar year unless they are compensated at wage scale for the higher grade for all such time worked beyond the 30 days. Command pay shall be paid at the same time that longevity is paid for each firefighter.

F. Vacancies.

1. Filling Vacancies within Rank-Mayor shall have sole authority to fill vacancies upon the recommendation of the Fire Chief.

a. Permanent Vacancies-A permanent vacancy is one that occurs as a result of such things as the death, resignation, removal, reassignment, transfer, promotion or permanent disability of a member. This list is merely descriptive and not limiting.

b. Posting of Permanent Vacancies-Notice of any permanent vacancy which the Chief intends to fill shall be posted. The notice shall be posted for ten (10) calendar days prior to the date when the vacancy shall be filled. Any member wishing to bid on such vacancy shall submit his request in writing during the posting period. The Chief may consider the requests, but he retains the right to fill the vacancy with any member of the bargaining unit provided he or she is qualified pursuant to New York State Civil Service Law.

c. Temporary Vacancies-A temporary vacancy is one that may periodically occur as a result of such things as illness, vacation, leaves of absence or emergency situations. This list is merely descriptive and not limiting.

d. Filling of Temporary Vacancies-The Chief may fill a temporary vacancy as he sees fit.

e. Intention to Fill Positions-The City shall apprise the Union stating whether the City intends to fill a permanent vacancy

f. Compensation For Out of Grade Work-A qualified Firefighter shall be appointed to a vacancy created by an illness, injury, retirement or death of an officer. If appointment of said Firefighter is for reason of an illness or injury, on the thirty-first (31st) day of the vacancy, the Firefighter appointed shall receive commensurate pay. If appointment of said Firefighter is for reason of retirement or death of an officer, on the first (1st) day of the vacancy, the Firefighter appointed shall receive commensurate pay.

g. Lateral Transfers-Seniority for any firefighter laterally transferring to GFD from another Department will be governed by civil service law. Seniority for all other purposes such as vacation, personal time, Veteran's Day, overtime recall, R- Days, etc. will be determined by date of hire with Gloversville Fire Department.

2. Probationary Employees-Any employee serving a probationary period may be assigned to any vacancy through the Department, from time to time, at the discretion of the Chief. At the end of the successful completion of the probationary period the employee shall be permanently assigned to a position provided a position exists.

G. Overtime Recall

1. The purpose of this provision is to codify the existing practice with regard to overtime recall for firefighters in the Gloversville Fire Department.

2. Each month, firefighters who wish to be called for overtime, will place their name on the monthly sign up sheet. This sheet will be available for signature at least thirty (30) days in advance of the month in which the sign up sheet will be used to determine overtime recall.

3. On the 1st day of January of each year, the most senior firefighter who has placed his name on the monthly sign up sheet will be given the first opportunity to be recalled for overtime.

4. Firefighters who have placed their names on the monthly sign up sheet will be credited with the average number of overtime hours worked per firefighter to date for that year. Recall for overtime will be on the basis of overtime hours worked for the year. The firefighter on the sheet who has the least number of overtime hours worked will be given priority for overtime recall.

5. If there is an opening for a 24 hour period of overtime recall, the firefighter will be given the option of working the entire period.

6. All records pertaining to overtime recall shall be open and available for the firefighters to review.

## H. E.M.S.

The parties hereby agree that there will be two (2) grades of E.M.S. certified firefighters; First Responder and E.M.T.I. (Basic E.M.T.). The City agrees to train all new hires as first responders at no expense to the member. Training will occur within one (1) year of the date of hire. It is also agreed that:

First Responder will receive a base yearly amount of \$300.00 with an additional one percent (1 %) of salary;

E.M.T.I. (Basic E.M.T.) will receive a base yearly amount of \$500.00 with an additional two percent (2%) of salary; and

Said base amounts and percentages shall be included in the member's salary for all pay purposes including any payment which requires a calculation of the member's hourly rate.

## I. Reduction Days

Reduction days will be scheduled at the member's option. No more than two members will be scheduled off on any one shift.

## J. Comp Time

1. CompTime will be credited for attending approved department training and fire prevention activities while off duty.
2. Requests for approval for training and fire prevention activities must be submitted in writing to the Chief.
3. Any member providing his/her own coverage for attending training or fire prevention activities when scheduled for duty will be credited an equal number of hours of Comp Time.
4. The Officer in charge may grant Comp Time when there are more than seven (7) personnel on duty.
5. Any days previously scheduled as vacation, R-Days or Veteran's Days must be used as such. They may not be changed to Comp Time.
6. There shall be no payment of money for Comp Time credits.

K. Non- Emergency Holdovers

In the event an oncoming shift has a short term staffing shortage (i.e. a member late for work) a member shall be retained from the off-going shift until relieved. A staffing shortage shall exist when there is less than seven (7) men per battalion on duty for that shift. If the retained member remains on duty over thirty (30) minutes beyond the normal shift change the member shall be paid at time and one-half their regular hourly rate to the nearest half hour.

**ARTICLE 9 Pension**

A. Pension Plan: Civil Service Law

1. Pension plan benefits presently in effect shall continue for the term of this agreement; the City will have the 25 year non-contributory retirement plan under Section 384 of the New York State Policemen's and Fireman Retirement System Law.

2. The City agrees to pay the entire cost of each member's share of the retirement plan selected by them. The City shall adopt the one (1) year final average section of the Retirement and Social Security Law with all cost to be paid by the City.

3. The City has adopted the plan whereby a member of the Association may pay up to three (3) years service credit to the Retirement System for Veterans.

4. The City shall also pay the 1/60th supplement to the special 25 year plan, Section 384, "f", "g" and "h" of the New York State Policeman's and Firemen's Retirement System Law.

5. The City shall also provide the Section 360b, "the guaranteed minimum death benefit" of the above mentioned law.

6. For those members who were employed on or after July 1st, 1976, the pension plans will be as provided by law.

7. As of January 1, 1988, the 20 year Retirement Plan (384-d) will be made available to all members of the bargaining unit both current and future. Those choosing not to enter said plan will receive a sum equivalent to the difference between the cost to the City of placing an employee in the 20 year plan versus the cost to the City of placing an employee in the 25 year plan.

#### **ARTICLE 10 Holiday**

A. For each year of this contract, each member will receive four (4) twenty-four (24) hour paid holidays (ninety-six) (96) hours per year). Beginning January 1, 1998 members will also receive Martin Luther King Day as an added 8 hour paid holiday.

B. Payment for these holidays will be computed at the hourly rate for each member and incorporated within the payroll check for the first pay period in December of each year; or the member may elect to make application with the City payroll clerk four (4) weeks prior to the last payroll period prior to his vacation, to receive this payment.

C. Veteran's Day

1. Two twenty-four (24) hour veteran's days shall be granted to any member honorably discharged from active duty from any branch of military service in the United States.

2. A copy of member's DD214 (discharge) papers must be submitted to the Chief as verification of service.

3. Veteran's Days may be exchanged between members of the department.

**ARTICLE 11 Recall Days Emergency**

A. Commencing with the date that this contract is signed, all recall shall be compensated for at the rate of time and one-half. The member shall receive the recall pay in the pay period immediately following said recall. This provision shall not apply to any member who is voluntarily working his or her Kelly Day, vacation, or Veteran's Day in accordance with Article 20 herein.

B. The word "Emergency" as used here shall also mean when the Chief or Officer in charge determines that due to circumstances beyond his control, there are not enough men on duty. There shall be not less than seven (7) men per Battalion on duty per each shift. The Chief or Officer in charge may increase this number as he deems necessary to handle the emergency.

## **ARTICLE 12 Sick Leave**

A. Sick leave shall be accrued at the rate of one and one-fourth (1 and 1/4th) days per month for a total of fifteen (15) days per year with an accumulative total not to exceed one hundred fifty (150).

B. Effective July 1, 1998, a member who has accumulated a minimum of 105 days of sick leave may elect, at the sole option of the member, to be paid up to fifteen (15) days of accrued sick leave. For the purposes of determining the amount of payment under this section only, a sick leave day is eight (8) hours. The member will be entitled to payment for eight (8) hours at the member's hourly rate for each sick leave day the member decides to cash in. The member may elect this option only once each year and it must be exercised within five (5) working days before or after the anniversary date of the member's date of hire: or the third pay period in December.

### C. "Special Procedures for Sick Time Use"

1. Any member out sick for consecutive duty days will be charged sick days for the off duty days in between.
2. Members must call off sick by 0900 hours on the day following their duty day. Failure to do so will result in being charged an additional one half sick day. Failure to call off sick by 1930 hours will result in being charged 1 sick day.
3. Any member leaving work sick between 0730 and 1930 of a duty shift will be charged 1 sick day.
4. Any member leaving work sick after 1930 hours will be charged one half-sick day.
5. A doctor's return to work release may not be required for use of sick leave.
6. In order to facilitate securing adequate manning a member who is ill may call in sick after 1930 hours the day preceding his/her duty shift and no additional sick time will be charged to the member.

### D. Retirement, Death or Disability

1. Upon retirement from service with the City or upon death while in service for the City, a member of this Department shall be paid, or beneficiary paid, all unused:

(a) Sick leave up to one hundred and fifty (150) days at eight (8) hours per day times the member's hourly rate.

(b) Holidays

(c) Veteran's Days in the event of retirement or death before the anniversary date shall be paid to the member up to the maximum of two (2) days at twenty-four (24) hours per day times the member's hourly rate.

(d) Longevity in the event of the retirement or death before the anniversary date.

(e) Unused Personal Time up to 48 hours.

2. In the event of line-of-duty death, the member's spouse and dependents will be maintained under the health plan presently in effect until other coverage is available to them or remarriage.

3. Disability .The City will provide a Disability Plan (the details of which are attached as Exhibit "A").

4. The Parties shall adopt a new procedure for §207-a determinations. Said procedure is attached as Exhibit "B".

#### ARTICLE 13 Personal Days

On January 1st in each calendar year, a member will be granted 96 hours of personal time not to be deducted from sick leave subject to the conditions specified herein.

1. Personal time may be granted by the Chief or Officer in charge when there are more than seven (7) personnel scheduled for duty on the day that the personal time is to be utilized by the member.

2. When granted, a member shall be given personal time without need for explanations.

3. Members will not use leave for the purpose of outside employment.

4. Personal time will be granted in accordance with (G.O. #28). No changes can be made to this G.O. without both the Chiefs and Union's consent.

5. Members shall also be entitled to sell back up to 48 hours of personal time each year, at any time during the year.

6. Members selling back personal time will receive payment in a separate check, on the same day that they receive their paycheck for that pay period.

7. Members will have the option of prescheduling up to 48 hours of personal time each year, subject to the same requirements as in Section 1 and Section 4 of this Article.

8. Once the time is granted by the Chief or Officer in charge, the member is guaranteed this time off.

9. Days can be scheduled no more than 90 calendar days and no less than one duty day prior to the date the time was requested for.

10. If a member utilizes the prescheduling option, the member forfeits their right to sell back the equivalent number of hours that were prescheduled.

- i.e.
- a. Member is able to sell back 48 hours-personal time
  - b. Member 'preschedules' 24 hours personal time
  - c. Member would then be allowed to sell only up to 24 hours personal time back to City.

11. Any unused personal time may be converted to comp. time.

**ARTICLE 14 Vacation**

A. For members starting their third (3rd) year and over of service, there shall be seven (7) consecutive working days vacation per year per member with a maximum of one (1) member on vacation per platoon, based upon a four (4) platoon, twenty-four (24) hour shift.

B. All members with less than two (2) complete years of service shall receive four (4) consecutive working days vacation per year per member, also subject to a maximum of two (2) members on vacation per platoon, based upon a four (4) platoon twenty-four (24) hour shift.

C. The City agrees that vacation pay will be paid in advance at the option of the member at the last pay period prior to his vacation. A member shall notify the payroll clerk four (4) weeks prior to the last payroll period prior to his vacation if he so desires to be paid in advance.

D. The parties agree that on November 1, of each year, all members will begin to select their vacation, based on seniority, for the following calendar year. Only one member of each battalion will be on vacation at any one given time. Said vacation selection process will continue for each subsequent calendar year.

**ARTICLE 15 Family Leave and/or Emergency Leave**

1. Emergency Leave for up to 3 hours shall be granted at the discretion of the Officer in charge with no deduction in leave time.

2. Emergency Leave extending from 3 to 12 hours will result in member being charged for one half sick day.

3. Emergency Leave extending beyond 12 hours will result in member being charged for 1 sick day

The family care and/or emergency leave policy for members of the bargaining unit shall be as provided by state and federal law including the Family and Medical Leave Act. The following provisions are applicable only to maternity leave:

1. Except as hereinafter provided, a female firefighter who becomes pregnant will be granted unpaid maternity leave commencing on the date when her doctor certifies that she can no longer safely perform her regular duties as a firefighter. Such leave will continue until her doctor certifies that she can safely perform her regular duties as a firefighter. However, if she is determined to be permanently disabled from her duties as a firefighter, her rights will be no greater than these provided by applicable state and federal law. Her participation in firefighter training, if approved by her doctor, will be at her option.

2. The provisions in paragraph "1" of this Article will be subject to the City's right to require the firefighter to attend medical examination(s) at the City's expense by a doctor of the City's choice at any time after the firefighter presents a doctor's certification that she is unable to work.

3. In any case where the medical opinion of the City's designated physician, if any, disagrees with the medical opinion by the female firefighter's physician, the City may require at its own expense that the firefighter obtain the medical opinion of one of the three (3) following physician:

1. Dr. Charland
2. Dr. John Mycek
3. Dr. Patricia Nguyen

The physician will be utilized in rotating order beginning with number 1, then number 2, then, number 3 and then to number 1, and so on.

4. Upon request, the City or the firefighter shall provide in writing the medical opinion of any doctor who examines the firefighter as required above.

5. While on approved maternity leave, an employee shall continue to be eligible for health insurance coverage as provided for in this agreement. Her accrual of retirement benefits will be determined by the applicable provisions of the NYS Retirement and Social Security Law.

6. During approved maternity leave, an employee shall continue to accrue seniority. Except as provided for in paragraph "7" of this article, vacation, sick leave, R-days, personal leave, and holidays shall not accrue during maternity leave. Upon the member's return to work, such benefits shall be prorated on a per year basis. For example, if the member is on approved maternity leave for three (3) months of the year and works nine (9) months of year, she will be entitled to 9/12 of her benefits. Except for sick leave, no leave benefits will be carried over into the year following their accrual. Accrued leave shall either be used by the member or bought by the City.

7. The City may require that the member use up to a maximum of 50% of her accrued sick leave, vacation, R-days and personal days during her first twelve- (12) weeks of maternity leave. Nothing herein shall preclude the member from using more than 50% of her accrued leave, if she so chooses. If the member is required or chooses to use accrued leave as provided herein, while utilizing said leave, she will continue to accrue the leave benefits provided for in this agreement.

8. While on maternity leave and not receiving any payments for use of accrued leave, a member may engage in employment other than employment with the City of Gloversville. The City may not require a member to cease outside employment, already commenced, by exercising its option to require the member to use her accrued leave pursuant to paragraph "7" herein.

9. Nothing in this article will be construed to eliminate or reduce a member's rights under state and federal law including FMLA.

#### **ARTICLE 15A Jury Duty**

1. Any personnel ordered to report for jury duty will be granted leave providing that he/she shows documentation of such.

2. Personnel will be paid their regular wage for the day and when he/she receives a check for jury duty compensation, he/she will endorse and turn over the check to the City for any day in which the employee was paid for working.

3. Upon completion of jury duty for that day, personnel will immediately return to the station and complete their normal duty shift.

4. Pre-scheduled vacation, reduction and veterans days will not be changed for jury duty.

#### **ARTICLE 15B Funeral Leave Agreement**

1. One duty day off with pay shall be granted to a member of the Fire Department upon the death of an immediate family member. For the purpose of this section immediate family members shall include:

- A. Spouse
- B. Natural, foster or step child

- C. Natural, foster or step parent
- D. Natural or step brother/sister
- E. Father in law/Mother in law
- F. Son in law/Daughter in law
- G. Grandmother/Grandfather/Grandchild
- H. Brother in law/Sister in law
- I. One additional significant other residing in the household

2. The City shall grant any necessary time off with pay, subject to verification, for a member of the bargaining unit to attend the funeral of his/her Aunt, Uncle or First Cousin.

#### **ARTICLE 16 Health Care**

A. Commencing January 1, 1998, the Blue Shield Care Plus Plan presently in effect shall remain with the City paying 100% of the member's coverage which shall be either the individual, 2 person and/or family plan coverage at the member's option. The member shall be responsible for a deductible of \$120 per year for individual coverage, \$240 per year for coverage of two persons, and \$360 per year for family coverage under the plan.

B. Commencing January 1, 1996, the City will also provide extended benefits under the Blue Shield Care Plus Plan. The member shall be responsible for a deductible of \$50 per year, if only one person makes a claim for extended benefits, and \$100 per year, if only two (2)

people make claims for the extended benefits, and \$150 per year, if three or more people make claims for the extended benefits.

C. The City shall also provide the same coverage for retirees and their families.

Retirees, who retire between January 1, 1991 and December 31, 1995, will contribute 10% of the premium cost of their hospital and surgical coverage.

D. The City will provide the Blue Shield Care Plus Plan with prescription coverage.

Commencing January 1, 1996, the members will be responsible for a five (\$5.00) dollar co-pay.

DI- The City will make available to the Firefighters the Blue Shield Secure Blue ExtraPlan and the Blue Shield Flex Plan. The member may choose to enroll in either Plan as their option. It is agreed however that the benefits under the Blue Shield Care Plus Plan are negotiated benefits and may not be changed except in accordance with the next paragraph.

E. In the event the City desires to purchase another plan from another carrier, and it is mutually agreeable by the parties hereto, the benefits obtainable shall not be less than those currently in effect under the above coverage.

F. Health Insurance Buy Out For any employee who is able to obtain health Insurance under other circumstances and who wishes to withdraw from the City Plan for Health Insurance or have his family withdraw from it; the City agrees to make the following payments in lieu of Health Insurance:

1. \$750 paid per year to a Firefighter if he withdraws from Family Coverage;
2. \$600 paid per year for withdrawal from 2 person coverage;
3. \$350 per year for withdrawal from individual coverage.

G. Firefighters in the Care Plus Plan and Secure Blue Extra Plan only shall, starting July 1, 1998, contribute to their health care insurance as follows:

1. Any firefighter in the Individual Plan shall contribute 1 % of top grade firefighter non-EMS weekly pay.

2. Any firefighter in the 2 Person Plan shall contribute 1.5% of top grade firefighter non-EMS weekly pay.

3. Any firefighter in the Family Plan shall contribute 2% of top grade firefighter non-EMS weekly pay.

4. Any person in the "Flex" Plan shall pay one half of the percentage mentioned above.

5. These contributions by firefighters will be taken out of their pay on a weekly basis starting July 1, 1998.

H. There shall be a co-payment procedure for all prescription drugs acquired. The copayment procedure shall be \$5.00 co-pay for generic purchases and \$10 name prescription co-pay.

I. Employees who retire between the effective date of this agreement and December 31, 1999 will contribute annually towards the premium for their health and surgical coverage in accordance with the following schedule:

- a. Retirement effective from date of this agreement:

December 31, 1998-0%

- b. Retirement effective January 1, 1999 .December 31, 1999 .5% of the premium for their health and surgical coverage.

- c. The \$5/\$10 prescription co-pay specified in Item 5 shall be effective for all employees who retire after January 1, 1996.

This provision shall not affect employees who have retired prior to the ratification of this agreement by both parties.

Retirees that retire after December 31, 1999, will contribute the same amount as the dollar amount they were paying annually, on the date they retired. This dollar amount shall not change.

J. All firefighters eligible for Medicare shall be required to have Medicare Part B. The City shall reimburse the firefighters for any additional expense incurred in obtaining and maintaining Medicare Part B coverage.

**ARTICLE 17 Uniform and Equipment Allowances**

A. The City agrees that upon the probationary appointment of an individual to the Fire Department, he shall be furnished with a helmet, turnout coat, day boots, night boots, night hitch, and hand coverings of good fire service quality, which equipment shall remain the property of the City.

B. The City shall replace for all members day boots, night boots and night hitch as required, with the Chief receiving for inspection the member's old equipment.

C. The City shall provide day uniforms, blue shirts and pants of uniform material and maintain them through a rental service for all members.

D. The City shall provide all Firefighters with a Uniform Work Jacket instead of a winter dress jacket. These jackets will be replaced every 3 years.

**ARTICLE 18 Overtime Compensation:**

A. All overtime due to emergency callbacks, emergency holdovers, court appearances and investigations, shall be compensated for at time and one-half (1 and 1/2) the member's hourly rate with a minimum of four (4) hours.

B. On callbacks other than emergency, i.e., inspections, repair and maintenance, and mandated training, the member will receive time and one-half (1 and 1/2) the members hourly rate for compensation, with a minimum of two (2) hours pay. However, any recall, whether emergency or not, for court time and investigations will be paid at time and one-half (1 and 1/2) for a minimum of four (4) hours.

C. In the event of off-going work shift responds to an alarm during the time normal shift changes occur, the work shift will be relieved by the on-coming officer and his work shift as soon as possible. If the off-going shift remains on duty over thirty (30) minutes beyond normal shift changes, they will be paid for this at time and one-half (1 and 1/2) their regular hourly rate to the nearest full hour. If this becomes a double alarm situation, their payment will be made according to paragraph A above.

#### **ARTICLE 19 Professional Training and Improvement Courses**

A. The Mayor may upon the request of the Chief of the Department grant permission for Firefighters to attend short term courses of job-related instructions. The City will pay fees and cost of instructional materials.

B. Training courses will be available to qualified applicants. Whether or not an applicant is qualified shall be determined by the Chief. Seniority will decide entitlement to training or other job related instructions courses when more than one applicant is qualified.

C. The City may, with the approval of the Mayor and the Chief, grant permission for Firefighters to enroll in college course(s) in Fire Administration or Fire Science (Job related).

D. Upon presentation of evidence indicating successful completion of job related course(s), the individual will be reimbursed the tuition cost for each course which has been approved by the Mayor and the Chief.

E. When the City sends members for approved or mandatory schools or training, the City will provide coverage if staffing for the shift in question would fall below seven (7) personnel.

**ARTICLE 20 Working Vacation Kelly and/or Veteran's Day**

A. To avoid the use of overtime, it is hereby agreed that any member will have the option of working his or her vacation, Kelly and/or Veteran's Day. It is hereby understood that this option will be used on those aforementioned days. For each day worked, the member will receive his regular hourly rate. This will be paid in addition to his regular weekly salary payment.

**ARTICLE 21 Association Meeting**

A. The Association shall be allowed to hold their meeting at the Fire Department Headquarters.

B. The duty personnel in attendance at the above mentioned meetings must be in radio contact with the dispatcher.

**ARTICLE 22 Miscellaneous Provisions**

A. The City shall provide and maintain a suitable stove and dishwasher for the station as well as provide and maintain a suitable refrigerator for each battalion of fire fighters.

B. Members shall maintain the interior of the fire department buildings with the exception that they shall not be required to do any carpentry, electric, plumbing or heating work. Members shall not be required to do any work to the exterior of the fire department buildings nor shall they be responsible for any new construction until its completion.

C. Bulletin Boards .the City agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union for posting notices relating to Union meetings and official business only. No notice shall be posted until it has been submitted to and approved by the Chief. Such approval shall not be unreasonably withheld.

D. Physical Conditioning Facility .The City and the Union agree that the Union has previously purchased several items of exercise equipment and was provided with space in the fire house to place and use said equipment. The parties wish to confirm their mutual understanding that the Union owns the exercise equipment and that the City shall continue to allow the Union to use the space which the Union renovated for that purpose.

**ARTICLE 23 No Strike Affirmation**

A. The Association affirms, pursuant to Section 207, paragraph 3, of the Taylor Law, that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike.

**ARTICLE 24 Amendment**

A. No amendment or alteration of this agreement will be binding unless it is in writing and agreed to by the City and the Association.

**ARTICLE 25 Management Rights**

A. This agreement is the result of collective negotiations between the City and the Association which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law).

B. The provisions of this agreement supersede all conflicting policies and directives of the City and may be changed only through the mutual agreement of the City and the Association.

C. All terms and conditions of employment not covered by this agreement shall continue to be subject to the City's direction and control and shall not be the subject of negotiation until the commencement of the negotiations for the successor to this agreement.

D. The parties to this agreement shall during the term of this agreement meet together as a need for such meeting arises.

E. The parties mutually agree to abide by the applicable sections of the New York State Civil Service Law, commonly know as the "Taylor Law".

F. It shall be the exclusive prerogative of the Employer, except as otherwise provided herein, to administer the City, its property and all of its departments as is provided by all applicable laws including, but not limited to:

(a) The right of freedom of action to discharge its responsibilities to the people of the City of Gloversville for the successful administration of all City matters.

(b) The extent to which its own facilities shall be lawfully used.

(c) The right to demand of the GFFA competence and physical fitness. If in the opinion of the City a member is not competent or physically fit, the City may take whatever action it deems appropriate subject to the terms of this contract and the Civil Service Law.

(d) The right to hire and the right to discipline, suspend or discharge in accordance with the Disciplinary Procedure described below.

G. The City will institute and maintain an IRS 125 premium only plan.

#### **ARTICLE 25-A Disciplinary Procedure**

1. A disciplinary action or measure may be imposed upon an employee only for those grounds described in Section 75 of the Civil Service Law. Such disciplinary action or measures may consist of a written reprimand, suspension, loss of leave credits, fine, demotion or discharge. In cases where the City is seeking a penalty other than a written reprimand, the employee shall be entitled to a hearing before a neutral arbitrator. The hearing shall be held before an arbitrator selected in accordance with the rules of the New York State Public Employment Relations Board, and in those cases the determination of the arbitrator shall be final and binding on all parties.

2. Whenever the employer seeks imposition of any of the above, the employee shall be served a written notice of the specific charges being brought against him and the proposed penalty. The notice of discipline shall contain a detailed description of the charges including date, time and places. A copy of the charges shall be sent to the Union at the same time it is sent

to the employee.

3. An employee may be suspended without pay pending the outcome of the disciplinary proceedings for a period not to exceed 30 days.

4. An employee against whom disciplinary charges are served, upon receipt, shall have 8 days to answer the charges to file with the Chief a written election to have the charges heard by a hearing officer or an arbitrator selected as hereinafter provided. If arbitration is selected by the employee, the procedures and standards under Section 75 of the Civil Service Law will apply.

5. When an employee chooses to elect to have disciplinary charges heard by an arbitrator within 5 days of the filing of the answer and election for arbitration, the employee and his representative or the Union shall meet with the employer in an attempt to mutually select an agreeable third party who will hear the dispute. In the event that within 5 days the parties are unable to agree upon a neutral third party to hear the dispute, then either party may apply to the New York State Public Employment Relations Board to seek a list of arbitrators who will be selected pursuant to the voluntary arbitration rules and procedures of the New York State Public Employment Relations Board which shall apply only to the selection process. The parties shall then choose an arbitrator and schedule a hearing within 45 days from the time that the New York State Public Employment Relations Board provides them with a list. The Arbitrator who they select shall be informed that he must render a decision within 45 days from the date of the end of the hearing.

6. The Arbitrator will determine whether the party is guilty or innocent of the charges

being brought against him and if guilty, shall set the penalty. The arbitrator's decision will be final and binding.

7. The City and the Union will share equally the fees and expenses of the Arbitrator if the employee elects to have arbitration.

**ARTICLE 26 Department Rules and Regulations**

A. The Employer will provide each employee a handbook containing the rules and regulations of the Department. Copies of this handbook shall be furnished to the Union in sufficient quantity for distribution to each member and other related uses. Provisions in the rules and regulations inconsistent with this agreement will be modified accordingly.

B. Employees are required to abide by the contract but also comply with all the rules and regulations as promulgated by management not inconsistent with this agreement. Should there be any doubt as to the employee's obligations, he shall, under penalty of discipline, comply with the rules and grieve if he feels he has been wronged.

**ARTICLE 27 Union Representatives**

A. An employee selected by the Union to act as a Union representative shall be known as President or his representative. The name of an employee selected as a representative and the

names of any other Union officer and/or representative who may also represent employees shall be certified in writing to the Mayor and head of the department of the local Union unit.

B. It shall be the responsibility of all members of the Gloversville Fire Department in the event of sickness, vacation, etc., to respond to the needs of the Department at all times, in order to maintain the effectiveness of said Department.

C. In the event of a job action by the members of the (IFFA, all Supervisory Personnel shall be obligated to maintain the effectiveness of the Fire Department.

#### **ARTICLE 28 Duration**

A. The duration of this contract is for one (1) year, effective on January 1, 2002 and extending through December 31, 2002.

B. If the parties hereto have failed to agree upon a new contract, all the terms and conditions set forth in this agreement, and any supplements or modifications thereof shall continue in full force and effect (until the date of execution of a new contract); provided, however, that nothing herein contained shall preclude the parties from meeting from time to time to renegotiate any part thereof which may require change because of new circumstances or conditions.

- C. Negotiations for new contract will commence on or about July 1, 2002.

### **ARTICLE 29 Severability**

In the event that any provision of this agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning modification or revision of such clause or clauses.

### **ARTICLE 30 Grievances**

#### Section 1 Definitions:

a. "Employee" shall mean any person directly employed and compensated by the City of Gloversville, except legislators or members of the Judiciary.

b. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the contract.

c. "Department" shall mean any officer, department, board or commission or other agency of the government of the City of Gloversville.

d. "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his time record or evaluate his work performance.

e. "Department Head" shall mean that person so designated pursuant to charter, local law, administrative code, rules or resolution of the Common Council as the head of a department as defined in subdivision "c" hereof

f. "Decision" shall mean the ruling, determination, or report or disposition made by the immediate supervisor, department head or grievance board after a grievance is heard or submitted as in this act provided.

g. "Days" shall mean all days other than Saturday and Sunday and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notices given.

h. "Continuous Service" means no breaks in service except a granted leave of absence not to exceed twelve (12) months.

i. "Temporary Appointment" means an appointment for three (3) months subject to renewals, total not to exceed twelve (12) months, if a civil service list is available.

#### Section 2 Declaration of Basic Principle:

Every employee of this City shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure. Compliance with the time frames and steps specified herein shall be a condition precedent to arbitration.

#### Section 3 Initial Presentation.

a. An employee who claims to have a grievance shall present his grievance to his immediate supervisor, in writing, within fifteen (15) days after the grievance occurs.

b. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and shall consult with his superiors to such extent as he deems appropriate, all on an informal basis.

c. Within fifteen (15) days after presentation of the grievance to him, the immediate supervisor shall make his decision and communicate the same to the employee presenting the grievance and to the employees representatives, if any, in writing.

#### Section 4 .Second Stage

If an employee is not satisfied with the decision he may within fifteen- (15) days request a review by the department head. Such request must be in writing and served upon the immediate supervisor and department head. The department head shall answer the grievance within fifteen (15) days, in writing.

#### Section 5 .Third Stage

If the employee is not satisfied, he may appeal to the Mayor, in writing, within fifteen (15) days of last decision. The meeting with the Mayor will be held within fifteen (15) days and a decision in writing, within fifteen (15) days of the hearing.

#### Section 6 .Fourth Stage

The Executive Board of the Union shall meet and confer and decide whether the grievance should be pursued to arbitration. In the event the Union decides to pursue the grievance, it may apply to the Public Employees Relations Board (PERB) within sixty (60) days of the Mayor's third stage decision to have an arbitrator appointed. Both the City and the Union are to be bound by the arbitrator's decision. Failure to apply to PERB within sixty (60) days of the Mayor's third stage decision shall waive the Union's right to pursue the grievance to arbitration. The City shall be notified of the Executive Board's decision.

If the Executive Board decides not to pursue the grievance, the member who filed the grievance shall be informed in writing and may pursue the grievance to arbitration within thirty (30) days of the receipt of the Executive Board's decision at his or her own expense including his or her share of the arbitrator's fee. Failure by the member to apply to PERB within thirty (30) days of his receipt of the Executive Board's decision shall waive the member's right to pursue his grievance to arbitration.

The City shall be notified of the Executive Boards decision.

Compliance with the time frames and steps specified herein shall be a condition precedent to arbitration.

The arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement in reaching his or her decision.

#### Section 7 Final Stage

The arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement in reaching his or her decision.

Each party, whether the City, Union or member, shall be liable for the expenses incurred by it in connection with grievance and arbitration proceedings. Witnesses' fees, if any,

### 3. Benefit Determinations

An application for the benefits of §207-a of the General Municipal Law shall be processed in the following manner:

The Chief, or the Chiefs designee, shall promptly review an application and any other pertinent documents or evidence available. Should he or she determine that the firefighter was injured in the performance of duty or that the firefighter was taken sick as a result of the performance of duty so as to necessitate medical or other lawful treatment, the Chief, or the Chiefs designee, shall, pursuant to §207-a, direct payment of the full amount of the regular salary or wages until the disability arising therefrom has ceased and shall insure that the City, through the health insurance provided to the firefighter, will be responsible for the cost of medical or other lawful treatment and for any hospital care associated with such injury or illness. A written notice of such determination by the Chief, or the Chief's designee, shall be provided to the firefighter, placed in the firefighter's personnel file and provided to the City's Claims Investigator, within forty-five (45) days from application.

A firefighter may be required to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a question of initial or continued eligibility for benefits, the Chief, or the Chiefs designee, shall make a decision on the basis of medical evaluations and other information as may be available or as may be provided by the firefighter. A firefighter or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. The Chief, or the Chiefs designee, shall have the authority to employ

medical specialists and other appropriate individuals; may at reasonable times and upon reasonable notice, require the attendance of the firefighter or any witness to an incident to secure information; may require the firefighter to sign a release for any and all of his or her relevant medical records;

and may undertake any other reasonable act necessary for making a determination pursuant to this procedure.

The Chief, or the Chiefs designee, shall make a determination, within forty-five (45) days, as to initial or continued eligibility for benefits based upon information collected or obtained pursuant to this process. A firefighter shall be noticed in writing of the determination made. The basis for the determination shall be specified. Upon the request of a firefighter or his/her representative, a copy of any document used by the Chief, or the Chiefs designee, to determine initial or continued eligibility for any benefits afforded by §207-a shall be made available. In the event a firefighter is adversely affected by a determination, he or she may request a hearing in accordance with the procedure set forth in paragraph 4 of this procedure.

#### 4. Appeal of Adverse Final Determinations

In the event that a firefighter disagrees with the Chief or his designee's determination of the initial or continued eligibility for benefits, he or she, within ten (10) days of the receipt of the determination, shall present to the Chief, or the Chiefs designee, a written request for a hearing to have the initial determination reheard and reviewed by a neutral person chosen by the parties.

The Cost to be shared by both parties. This hearing shall be held within thirty (30) days and the Firefighter shall have all due process rights at said hearing. In the event the parties cannot agree on a neutral person to hear said matter, they shall follow PERB's procedure for picking an arbitrator and use PERB to select said neutral person. The person chosen shall render an advisory opinion to the City, the party involved and the Union within sixty (60) days after reviewing that advisory opinion, the City shall within thirty (30) days make a final determination, which shall be reviewable pursuant to Article 78 of the CPLR.

### EXHIBIT C

#### OSHA Respiratory Protection Standard

#### 29 CFR 1910.134

Medical evaluation are required for all personnel who may use a respirator. This requirement may be met by use of the "OSHA Respiration Evaluation Questionnaire" or by a physical examination. All personnel will have the option of completing the questionnaire for review, with costs to be born by the city or having a physical performed by their own physician with costs to be born by the individual. The questionnaire must be administered by a State Licensed Health Care Professional. The medical evaluator will receive all questionnaires and determine if further evaluation is required.

If further evaluation is required, any medical examination must be given under the direction of a State licensed physician. The purpose of the medical evaluation is to provide the department a written recommendation as to the suitability of using a respirator for each person evaluated any restrictions or limitations for the person.

Should the medical evaluator recommend that a person not be allowed to use a respirator, the Chief or his designee will assign that person to a position not requiring the use of a respirator. The person will be required to follow any rehabilitative recommendations of the medical evaluator.

Continued medical evaluation may be required by the medical evaluator.

**Longevity Schedule for proposed 2002 Contract**

**Beginning 1st year - \$0.  
2nd year-\$70.  
3rd year-\$ 140.  
4th year-\$210.  
5th year -\$280  
6th year-\$350.  
7th year -\$420  
8th year-\$490.  
9th year-\$560.  
10th year-\$630.  
11th year-\$700.  
12th year-\$770.  
13th year-\$840.  
14th year-\$910.  
15th year-\$980.  
16th year-\$ 1050.  
17th year-\$ 1120.  
18th year-\$1190.  
19th year-\$1200.  
20th year and over \$1200.**