

A G R E E M E N T

By and Between

VILLAGE OF LAKE PLACID

And The

**LAKE PLACID PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL
#4608, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**

*Current
Contract*

Effective August 1, 2011 through July 31, 2013

TABLE OF CONTENTS		Page
		2
DEFINITIONS		3
AGREEMENT		4
ARTICLE 1	RECOGNITION	4
ARTICLE 2	COLLECTIVE BARGAINING	4
ARTICLE 3	PAYROLL DEDUCTION AND UNION DUES	5
ARTICLE 4	WAGES	6
ARTICLE 5	SENIORITY AND TRANSFERS	6
ARTICLE 6	DISCIPLINE PROCEDURE	7
ARTICLE 7	GRIEVANCES	7
ARTICLE 8	WORK SCHEDULES	10
ARTICLE 9	PAYMENT FOR TIME WORKED	10
ARTICLE 10	VACATIONS AND ELIGIBILITY FOR VACATIONS	11
ARTICLE 11	HOLIDAYS	13
ARTICLE 12	SICK LEAVE	13
ARTICLE 13	PERSONAL LEAVE	16
ARTICLE 14	BULLETIN BOARD SPACE	16
ARTICLE 15	WAIVER OF MODIFICATION	16
ARTICLE 16	RETIREMENT BENEFITS	16
ARTICLE 17	HOSPITAL & MAJOR MEDICAL INSURANCE	17
ARTICLE 18	UNIFORM ALLOWANCE	19
ARTICLE 19	LONGEVITY PLAN	19
ARTICLE 20	MISCELLANEOUS	20
ARTICLE 21	SAVINGS CLAUSE	20
ARTICLE 22	DURATION OF AGREEMENT	21
APPENDIX "A"	RATES OF PAY	22

Definitions

Agreement:	Shall mean this Collective Bargaining Agreement and no other.
Contract Year:	Shall mean August 1 st through July 31 st .
Days:	shall mean calendar days unless otherwise specified.
Discipline:	Shall mean a suspension without pay or termination.
Employee(s):	Shall mean member(s) of the bargaining unit.
Immediate Family	Shall mean parents, grandparents, current spouse, children, brothers and sisters, mother-in-law, father-in-law, and those legally established relationships generally called "step" who have been raised in the family home.
Mayor:	Shall mean the chief executive officer for the Village or the Deputy Mayor in the Mayor's absence.
Payroll Period:	Shall mean the period from Monday to the second Sunday following.
Probationary Employee:	Shall mean an employee that has yet to successfully complete his/her probationary period within the meaning of the Civil Service Law.
Regular Shifts:	Shall mean the particular shifts designated by the Head Fire Driver to be an employee's regular shifts throughout one payroll period. The shifts so designated serve as a basis for determining payments for time worked by that employee on any day of the payroll period.
Scheduled Day:	Shall mean a day within a payroll period for which a shift is scheduled for that employee.
Village:	Shall mean the Village of Lake Placid, Inc.
Union:	Shall mean Lake Placid Professional Fire Fighters Association, International Association of Fire Fighters Local #4608
Workday:	Shall mean eight (8) hours.

Agreement

This Agreement is entered into by and between the Village of Lake Placid, Inc. hereinafter referred to as the Village and Lake Placid Professional Fire Fighters Association, Local #4608, International Association of Fire Fighters, AFL-CIO hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Village and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment.

Article 1 – Recognition

- 1.01 The Village hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment for all employees of the Fire Department except the Head Fire Driver.
- 1.02 The Union, its officers and its members, will not infringe upon the rights of non-member employees to refrain from participating in or joining the Union. The Union will, however, collect Agency Fees from non-member employees as provided for in Article 3 - Payroll Deduction of Union Dues.

Article 2 - Collective Bargaining

- 2.01 All collective bargaining on rates of pay, wages, hours and other terms and conditions of employment shall be conducted by the duly authorized representatives of the Union and the duly authorized representatives of the Village.
- 2.02 Meetings for collective bargaining shall be held in accordance with terms of the procedure agreement heretofore entered into by the parties hereto, and each party agrees to keep the other informed, in writing, of the names of their respective collective bargaining representatives.
- 2.03 Pursuant to Section 208 of the Civil Service Law, the Union shall have the unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement.
- 2.04 The Union shall have exclusive rights to payroll deduction of Union dues and other authorized deductions for employees. No other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period.
- 2.05 **ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY**

AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

- 2.06 The Union shall have the sole and exclusive right with respect to other employee organizations:
 - 2.06.01 to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute under the terms and conditions of this Agreement;
 - 2.06.02 to designate its own representatives and to appear before any appropriate official of the Village to effect such representation;
 - 2.06.03 to direct, manage, and govern its own affairs;
 - 2.06.04 to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Village or any of its agents;
 - 2.06.05 to pursue any matters or issues including, but not limited to, the Grievance and Appeal Procedures in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.
- 2.07 Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal, or penalty from the Union or the Village.
- 2.08 Employees may join and take an active role in the lawful activities of the Union without fear of any kind of reprisals from the Village or its agents.
- 2.09 The Village agrees to furnish a copy of this Agreement to each employee in the bargaining unit who requests same.

Article 3 - Payroll Deduction and Union Dues

- 3.01 The Village agrees while this Agreement is in place and effective to make collection of regular Union dues from members of the Union through payroll deduction upon the order in writing signed by such employee, and revocable by the employee at any time, and to transmit the amount thus deducted to the Union Local 4608, together with a record of the names of the employees from whose wages deductions have been made and the amounts of such deductions, provided that the employee's order is in the form mutually acceptable to the Union and the Village.

- 3.02 Cancellations by employees of such written authorization for payroll deductions must be in writing and the Village agrees to notify the Union of the receipt of any such written cancellation(s).
- 3.03 The amount of regular Union dues as established from time to time by the Union shall be certified to the Village by the Union.
- 3.04 The Union hereby agrees to indemnify the Village and/or its agents and representatives and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Village of dues deductions authorizations in accordance with the provisions of this Article and the transmitting of such deducted dues to the Union.
- 3.05 The Village agrees to deduct an agency fee from members of the bargaining unit who are not members of the Union by deducting an Agency Fee, which shall be the same amount as Union dues, and to transmit said funds to the Union.

Article 4 – Wages

- 4.01 Effective August 1, 2012, the starting rate for fire drivers shall be \$14.50 per hour. Upon the successful completion of probation, the rate shall increase to \$15.00 per hour.
- 4.02 Except as set forth below, the hourly rate of pay for fire drivers for 2011-2012 shall increase \$0.34 per hour. The hourly rate of pay for fire drivers for 2012-2013 shall increase \$0.35 per hour. The parties expressly agree that persons hired between August 1, 2011 and July 31, 2012 shall receive \$15.00 per hour throughout the term of this contract without any increase.
- 4.03 One (1) driver, to be determined by the Village, who performs services and repairs to fire department equipment that is not part of his/her regular duties, shall receive extra compensation for such services at the rate of \$20.00 per week.

Article 5 - Seniority and Transfers

- 5.01 Seniority shall be determined by continuous service in the Fire Department of the Village calculated from the date of employment. Continuous service shall be broken only by resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Civil Service Eligibility List.
- 5.02 Seniority shall govern longevity, layoffs, promotions and transfers with the following qualifications: Insofar as ~~layoffs~~, promotions and transfers are concerned, the Village will give full consideration to seniority, but due consideration will be given to fitness, ability, efficiency and other qualifications

for the position as evidenced by the records and experiences of the Village; and when job classifications, fitness, ability and efficiency of two (2) or more employees are reasonably equal, seniority will be given preference. Layoffs shall be governed by the requirements of the NYS Civil Service Law.

Article 6 - Discipline Procedure

- 6.01 The parties agree that the Village has the right to discipline employees in accordance with the terms contained herein. It is understood that for the purposes of this Article that the term Village shall include the Head Fire Driver. It is further understood that the Village may not discipline an employee unless there is just cause to do so and that the employee may recoup any or all compensation lost as a result of said discipline via the rights granted in this Article and Article 7 – Grievances.
- 6.02 When the Village decides to impose discipline upon an employee, said discipline may not be imposed until such time that the Village has notified the employee of the reasons for the discipline and the penalty to be imposed and the employee has been provided a reasonable opportunity to respond.
- 6.03 The Village shall follow up by placing the reasons for the discipline in writing, which shall include the penalty imposed, and shall provide the employee and the Union with a copy within five (5) business days of imposing such discipline. Such serving of the written discipline shall be via personal delivery or via U.S. Certified Mail.
- 6.04 The Union may file a grievance against the disciplinary action on behalf of the grievant within ten (10) business days of the employee receiving the written notice of discipline.
- 6.05 The Union may appeal the matter directly to arbitration. In such cases, the Union shall submit a grievance to the Mayor simultaneous to filing a Demand for Arbitration as provided in the Grievance Procedure as well as notification that the Union has appealed the matter to arbitration. In all other incidents, a grievance shall commence at the Head Driver’s level of the grievance procedure by submitting a grievance at that level.

Article 7 – Grievances

- 7.01 Declaration of Basic Principles:
 - 7.01.01 The parties agree that grievances may be presented pursuant to the terms of this grievance procedure and that neither employees nor the Union shall be subjected to retaliation because of grievances presented in good faith.

7.01.02 Any and all time limits contained in this Article shall be considered the conditions precedent for filing grievances and may be extended only through the voluntary mutual consent of the Union and the Village. Time waiver(s) shall not set a precedent and shall be reduced to writing and signed by both parties to be considered valid.

7.01.03 The parties agree that they should attempt to resolve issues informally before utilizing the formal procedure.

7.01.04 The employee is entitled to have a Union representative and/or legal counsel present at any step of the grievance procedure.

7.01.05 The Village agrees that the designated Union representatives shall be reasonably released from duty for the purposes of investigating and adjusting grievances.

7.01.06 The Union and the Village agree that the procedure set forth herein is the sole and exclusive procedure for the resolution of grievances.

7.02 Definitions

7.02.01 Class Action Grievance – shall mean a grievance with a specific issue(s) which affects more than one (1) employee and may only be filed by the Union.

7.01.02 Grievance – shall mean a claimed violation of an Article contained in this agreement.

7.01.03 Grievant – shall mean the party that filed the grievance.

7.03 Grievance Procedure

7.03.01 Step 1 – Head Fire Driver

An employee or the Union shall file a grievance within fifteen (15) business days after it knew or should have known of the events upon which the grievance is based. Upon receipt of the grievance, the Head Fire Driver, at his discretion, may call a meeting with the grievant to discuss the matter. If the matter remains unresolved, the Head Fire Driver may issue a written decision to the grievant within ten (10) business days after receipt of the written grievance or the meeting, as applicable. Should the Union not be satisfied with the decision of the Head Fire Driver, it shall appeal the matter to the Mayor within fifteen (15) business days after receiving the decision of the Head Fire Driver or, if the Head Fire Driver fails to

provide a timely response, twenty (20) business days after submitting the grievance to the Head Fire Driver.

7.03.02 Step 2 – Mayor

Upon receipt of the grievance, the Mayor, or his designee, shall review the grievance and, upon request of the Union, arrange to meet with the Union in an attempt to resolve the grievance. The Mayor may issue a written decision to the Union within ten (10) business days after receipt of the written grievance or meeting with the Union, as appropriate. Should the Union not be satisfied with the decision of the Mayor, it may appeal the matter to mediation by notifying the Village within (15) business days after receiving the decision of the Mayor or, if the Mayor fails to provide a timely response, twenty (20) business days after submitting the grievance to the Mayor.

7.03.03 Arbitration

In the event the grievance is not resolved at the Step 2 level, the Union may file and serve a demand for arbitration in accordance with the rules of the NYS Public Employment Relations Board. The Union shall have twenty (20) business days from receipt of the Mayor's decision to file and serve its demand for arbitration upon the Mayor. Compliance with the timeframes specified throughout this procedure shall be a condition precedent to arbitration.

7.03.04 Should the parties fail to agree upon a submission (the matter to be decided by the arbitrator) the arbitrator shall limit his/her purview to the issue as presented on the written grievance.

7.03.05 The decision of the arbitrator shall be final and binding upon the parties and shall be limited to interpretation of provisions contained in this agreement.

7.03.06 The costs of the arbitrator shall be born equally between the Village and the Union.

7.03.07 It is understood that in disciplinary matters that the burden of proof shall rest with the Village.

7.03.08 In the event either party requests a transcript of the hearing, said transcript will be made available to the other party provide that party pays ½ the cost.

Article 8 - Work Schedules

- 8.01 Each employee shall be scheduled in each payroll period to work for ten (10) eight (8) hour shifts. These shifts may be on any of the days of the week from Monday to Sunday, both inclusive.
- 8.02 An individual employee's request to change his scheduled days or shifts may be granted at the discretion of the Head Fire Driver providing that it will not require overtime payments to himself or some other employee.
- 8.03 Fire Drivers' permanent schedules shall be based on their regular shift. When a vacancy occurs, Fire Drivers shall be allowed to bid on the vacated shift and it shall be awarded based upon seniority unless the Head Fire driver can show good cause for not awarding the vacated shift to the most senior person whereby the next senior person shall be awarded the vacated shift. It is understood that there may be occasions whereby a Fire Driver will work a shift other than his regular shift. The Head Fire Driver has the right to call for a re-bid of shifts at any time at his/her discretion.

Article 9 - Payment for Time Worked

- 9.01 Employees shall be paid their normal hourly rate for all hours worked within the workday.
- 9.02 Employees shall receive overtime pay at time and one-half their normal hourly rate for hours worked in excess of eight (8) in a day; those hours worked on a holiday; and those hours worked in excess of forty (40) in a week.
- 9.03 Use of a maximum of eight (8) hours of sick leave per pay period shall count as time worked for purposes of calculating overtime. Any sick leave above eight (8) hours per pay period will not count towards time worked for purposes of calculating overtime. All other approved leave will count for purposes of calculating overtime.
- 9.04 Any employee who has completed his shift and is recalled to work shall receive a minimum of two (2) hours pay for such call-out time.
- 9.05 Employees will have the option of receiving pay or compensatory time off, with the Head Fire Driver's approval for all overtime worked, within a year from the date the time was accrued or as provided for in the Fair Labor Standards Act.
- 9.06 Compensatory time may be accumulated up to a maximum of 90 hours. Compensatory time must be used in blocks of no less than one (1) hours.

9.07 Each employee will submit a time sheet to the Head Fire Driver at the end of each pay period. The Head Fire Driver will provide each employee with a copy of his/her time sheet.

Article 10 – Vacations and Eligibility for Vacations

10.01 For an employee to become eligible for vacation time at his/her regular hourly rate, the employee must be in continuous service and complete:

1 year	5 days vacation
2 years	10 days vacation
6 years	14 days vacation
8 years	16 days vacation
12 years	18 days vacation
15 years	20 days vacation
20 years	22 days vacation
25 years	25 days vacation

Persons hired after April 1, 2012 shall receive vacation time as follows:

1 year	5 days vacation
3 years	10 days vacation
5 years	12 days vacation
10 years	15 days vacation
20 years	22 days vacation
25 years	25 days vacation

10.02 After an employee has been in the service of the Village for twenty-five (25) consecutive years, such employee shall be entitled to twenty-five (25) days plus one (1) additional day for each year thereafter to a maximum of thirty (30) days.

10.03 The following procedures shall be utilized by the Fire Department in considering and approving employee leave. In the event more than one employee requests the same or overlapping periods of time off, the more senior employee shall receive the time requested. For a time off request slip to be properly considered it must have been submitted as directed below:

- 1) the slip must contain the start and end date of the time off involved;
- 2) the slip must be signed by the requesting employee and dated.

10.03.01 Employees are encouraged to keep a copy of any current time off slip that is submitted. All time off slips shall be submitted directly to the Department Head.

10.03.02 The Head Driver or his/her designee shall date and indicate the time of day upon all slips received, at the time of receipt.

10.03.03 Seniority shall be determined in accordance with the bargaining agreement definition.

10.03.04 Requests for four (4) consecutive days or more:

1. For time off in April through June, submit the leave request in the month of January.
2. For time off in July through September, submit the leave request in month of April.
3. For time off in October through December, submit the leave request in month of July.
4. For time off in January through March, submit the leave request in month of October.

Note: All slips submitted as indicated above must be submitted prior to 3:30 PM on the last day of each month. Any slips submitted prior to the first of the indicated month(s) will not be considered until the close of the involved month.

10.03.05 Requests for less than four consecutive days

In the event that a request is made for fewer than four (4) consecutive days, such request may be granted if it does not affect another request of more than four (4) consecutive days and does not interfere with the fire department operation. (If more than one (1) employee requests the same time period, the most senior involved shall receive the time off.)

10.03.06 Other requests

An employee may still submit a vacation leave anytime after the required dates, however, time off will then be given on a first come first serve basis. (If more than one person submits a request on the same day for the same time period, the most senior employee shall be granted the time off.)

10.04 Vacation time must be used within one (1) year from the date of its accrual or it shall be lost.

10.05 Any employee covered by this Agreement who is entitled to vacation leave at the time of retirement shall receive the earned vacation leave which has not been taken, effective thirty (30) days prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her

spouse or his/her estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

- 10.06 Vacation Time Buy Back: An employee may sell back accrued vacation time up to ten (10) full workdays, once per contract year.

Article 11 – Holidays

- 11.01 The following holidays will be observed as holidays by the Village. All employees who work on a holiday will be paid time and one-half pay for all hours worked on the holiday and their regular paid holiday as listed below:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Good Friday (12:00-5:00 pm only)	Veterans' Day
Easter	Christmas Day
Thanksgiving Day	Employee's Birthday
Memorial Day	

- 11.02 When a holiday falls on a day when an employee is taking vacation, said employee shall not be charged with a vacation day for the holiday.

Article 12 – Sick Leave

- 12.01 Absence from duty by an employee, by reasons of sickness or disability of himself/herself shall be allowed as provided in this Article and not otherwise. Absence from duty, if duly granted by the Head Fire Driver, will be known as sick leave.
- 12.02 Employees hired prior to April 1, 2012 shall accumulate sick time at the rate of one and one-quarter (1 ¼) days per month. Employees hired on or after April 1, 2012 shall accumulate sick leave at the rate of one (1) day per month. All new employees must complete three (3) consecutive months of service before becoming eligible to use sick leave. Employees may accumulate up to a maximum of one hundred eighty (180) days of sick leave.
- 12.03 Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of discharge of an employee, his accumulated and unused sick leave shall be considered cancelled. When an employee departs service to the Village, he/she may use up to one hundred eighty (180) days of accumulated sick leave at his current wage rate to pay for health insurance.
- 12.04 An employee who becomes disabled for a reason other than an on-the-job injury shall notify the Village as soon as possible and provide supporting documentation from a doctor. Such leave shall begin when a doctor certifies that the employee is

no longer able to work. Employees shall be allowed to use any accrued time to account for time not worked.

- 12.05 If an employee is injured in the line of duty and receives compensation under Worker's Compensation, he/she may, if they so desire, have sick leave with pay during the time of disability, not exceeding his/her accumulated and unused sick leave, vacation leave, personal leave, and compensatory time. If the employee uses his/her accumulated and unused leave time while on Worker's Compensation, the employee shall turn over his weekly benefit check to the Village. The Village shall return to the employee that part of his/her unused and accumulated leave time for which the weekly benefit check pays. Any lump sum payments received by the employee shall be retained by the employee.
- 12.06 Any employee on leave of absence may retain accumulated sick leave. No sick leave may be credited during such absence.
- 12.07 Employees with one hundred twenty (120) or more sick days on the books shall be allowed to be paid up to five (5) days time provided that said employee used five (5) or less sick days in the preceding contract year. It is understood that said time will be deducted from the employee's accrued sick time.
- 12.08 Sick Leave Donation – Employees may donate sick leave accruals within the following guidelines:
 - 12.08.01 The employee receiving accruals must have exhausted all accruals due to a catastrophic incident or illness involving themselves or an immediate family member.
 - 12.08.02 The donation of sick leave accruals is strictly voluntary.
 - 12.08.03 Donations shall remain confidential if so requested by the donor.
 - 12.08.04 Donations shall be in full day increments.
 - 12.08.05 Donations shall be limited to a maximum of five (5) days.
 - 12.08.06 Donations shall be processed through the Head Fire Driver. The Head Fire Driver shall process the donation to the Village.
 - 12.08.07 Donations shall be utilized in the order received. In the event a recipient fails to require the utilization of donated accruals, the donated time shall be returned to the donor. The Head Fire Driver shall be so notified by the Village and shall subsequently notify the donor of the returned accruals.
- 12.09 Sick Leave Procedure

- 12.09.01 An employee reporting on sick leave will contact the firehouse and speak with a member on duty.
- 12.09.02 The employee on duty will enter the following information in file fire docket:
- a. Members name and time the employee called in sick;
 - b. Date and shift of sick leave;
 - c. Who is covering the shift.
- 12.09.03 The employee on duty will contact members who are on Pass for the day the sick leave is requested. Calls will be made by seniority. If shift is filled no further action is needed.
- 12.09.04 If no employee on pass wants to work the shift, employee on duty will contact off-duty employees by seniority. If the shift is filled no further action is needed.
- 12.09.05 If no off duty employee wants to work the shift, the employee on duty will contact the employees working the shifts before and after the sick leave shift. The employee on duty will inquire if the other employees are willing to split the sick leave shift. If two members are willing to split the shift, no further action is needed.
- 12.09.06 If the employee on duty has exhausted all resources, the employee working the prior shift to the sick leave shift will be required to work. If this situation causes the employee to work three shifts in a row the member on duty will need to return to # 5 and the request becomes mandatory.
- 12.09.07 Notwithstanding the foregoing, no employee shall be required to work in excess of 16 hours except in the case of an emergency.
- 12.09.08 Contact the Head Driver only after exhausting all efforts to fill the shift.

Article 13 – Personal Leave

The purpose of personal leave is to provide paid time off to employees in order to conduct personal business that could not otherwise be conducted outside the normal workday. Employees shall be granted three (3) personal days per year, non-cumulative, at the completion of each of their first three (3) years of continuous service and five (5) days per year, non-cumulative, thereafter.

Article 14 - Bulletin Board Space

The Village agrees that the Union may post on the Village's bulletin board factual and non-controversial material which a responsible representative of the Union may desire to post. If the Village contends posted notices are not within the spirit of this Article, the responsible Union representative, when available, will remove such notice. However, if the Union representative is not available the Village reserves the right to remove such material.

Article 15 – Waiver of Modification

This Agreement constitutes the entire Agreement between the parties and no waiver or modification shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances, shall be construed as any general waiver or modification, but shall be strictly limited to the extent and occasion specified therein.

Article 16 – Retirement Benefits

- 16.01 The Village provides employees' retirement benefits under the New York State Non Contributory "25 Year Career Plan" provided under the provisions of Section 75 g of the New York State Retirement Law.
- 16.02 In addition, the Village will maintain the "unused sick leave" and "ordinary death benefits" presently provided for under Section 41-j and 60-b of the New York State Retirement and Social Security Law.
- 16.03 In order to be eligible for health insurance benefits upon retirement, an employee must meet all of the following criteria:
1. Have at least 20 years of service with the Village;
 2. Be at least 55 years of age upon separation from the Village;
 3. Be eligible for and activate his/her retirement benefits from the New York State and Local Retirement System immediately upon separation from the Village;

4. Have coverage through a plan approved by the Village at the time of retirement and be eligible for continuation of said plan upon retirement;

Employees who retire on or after January 1, 2012, shall, throughout their retirement, contribute the same percentage toward their health insurance coverage during retirement as when last employed, including the contribution toward two-person and family coverage. Retirees shall be permitted to enroll in two-person and/or family coverage only if said retiree had such coverage at the time of his/her retirement and the Village will only provide such two-person or family coverage for dependents that existed at the time of retirement.

The Village shall be permitted to enroll eligible retirees in a Medicare supplemental health insurance program when the retiree reaches Medicare eligibility. Contributions to the HSA account for retirees shall be discontinued upon the retiree becoming eligible for Medicare and as otherwise required by law. Upon the death of an eligible retiree, his/her spouse may elect to continue coverage. Such spouse shall pay the full cost of the applicable coverage.

Upon an employee's retirement and eligibility for retiree health insurance as set forth above, the employee may use up to 180 days of accumulated sick leave to pay for his/her portion of the health insurance premium.

Article 17 – Hospital and Major Medical Insurance

- 17.01 Effective January 1, 2013, the Village will only offer the Excellus BCBS High Deductible Plan (\$2600/5200 Deductible) with prescription co-pays of \$5/35/70. Guardian Dental Plan insurance will also be provided. Upon implementation of the new plan, the Village will fund an HSA for each participating employee. Each year, the Village will fund \$2340 into an HSA for a person on a single plan and \$4680 for a person with a two-person or family plan. These amounts are equal to 90% of the applicable deductible.
- 17.02 Employees on the payroll as of July 31, 2009, who opt for coverage through any of the Village's health insurance plans shall pay twenty percent (20%) of the total premium cost of health insurance.
- 17.03 Employees hired subsequent to July 31, 2009, shall pay 20% of the premium cost for single plan coverage.
- 17.04 Effective August 1, 2009, new employees shall pay 40% of the difference between the cost of single coverage and the two-person plan (i.e. – two-person monthly rate = \$1,307.19 minus \$585.68 = \$721.51 * 40% = \$288.60).
- 17.05 Effective August 1, 2009, new employees shall pay 35% of the difference between the cost of single coverage and the family plan (i.e. – family monthly rate = \$1,583.79 minus \$585.68 = \$998.11 * 35% = \$349.34).

17.06 Cafeteria Plan – The Village will also offer a full-flex Cafeteria Plan as allowed under Section 125 of the Internal Revenue Code (IRC) whereby employees could pay for:

17.06.01 A Premium Conversion or Premium Only Plan which would allow those employees who pay for a portion of their health insurance to do so by having the money deducted from their paycheck with pre-tax dollars instead of after tax dollars;

17.06.02 A Flexible Spending Account whereby employees could place pre-tax dollars into an account which would be used for qualified medical expenses (un-reimbursed medical expenses) as allowed under Section 125 of the IRC (minimum of ten dollars (\$10) per pay period and maximum of forty-five dollars (\$45) per pay period);

17.06.03 A Dependant Care Account whereby employees can place pre-tax dollars into an account to pay for dependent day care as allowed under Section 125 of the IRC.

17.07 Full Buy-Out Plan – whereby the Village will offer:

17.07.01 \$3000 annually for those employees who are not currently covered under the Village’s health plan or who opt completely out of individual health insurance and no longer have health insurance coverage through the Village (pro-rated for each month out).

17.07.02 \$4500 annually for those employees who opt completely out of dual coverage health insurance and no longer have health insurance coverage through the Village (pro-rated for each month out).

17.07.03 \$4500 annually for those employees who opt completely out of family coverage health insurance and no longer have health insurance coverage through the Village (pro-rated for each month out).

17.07.04 Payments for those who choose the full buy-out will be made in the first pay period in December of each year.

17.07.05 Once an employee opts out of coverage and becomes eligible for the buy-out, said employee will not be eligible to opt back in to coverage unless his/her circumstances substantially change from what they were at the time of the original buy-out. In such cases, the employee will not thereafter be eligible for the buy-out unless

specifically approved by the Health Insurance Committee. In addition, no opt out will be allowed until the employee provides proof that he/she has health insurance coverage from another source.

17.07.06 The Union President will appoint a representative to serve on the Health Insurance Committee which shall be composed of four (4) members selected by the Village and one member each appointed by the four (4) Union Presidents. The purpose of the committee is to obtain data pertaining to available health insurance plans to ascertain whether or not it would be in the mutual interests of the parties to make other plans available or to replace existing plans that are available. It is the intent of the parties that a report and recommendation regarding health insurance shall be made prior to renewal date for the existing plan.

17.08 Both the Union and the Village (the parties) agree that the escalating cost of health insurance is a major item of mutual concern. It is therefore agreed between the parties that there should be an ongoing effort to keep apprised of what's offered in the market place to insure the best options available in terms of coverage and cost can be made available. In consideration of such, the Union agrees to participate in a Village-wide health insurance committee consisting of other Village employee union representatives and Village appointed representatives to seek out possible alternative plans that are acceptable to the parties. It is further agreed that in the event agreement is reached that an alternatives plan or plans is preferable to the existing plan or plans that any necessary amendment to the contract to accomplish such shall be adopted by the parties.

Article 18 – Uniform Allowance

- 18.01 Uniform allowance for all employees shall be \$650 per contract year. All uniforms will be ordered by the Village and paid for directly by the Village.
- 18.02 The Village will provide any special clothing or equipment required in the judgment of the Head Fire Driver for the health, safety and/or general welfare of the employees.
- 18.03 Fire department drivers shall be provided with an employee locker/lounge room at current level provided.

Article 19 – Longevity Plan

The following longevity plan has been established for all employees:

- 19.01 After five (5) continuous years of service - \$300 per year
- 19.02 After ten (10) continuous years of service - \$400 per year
- 19.03 After fifteen (15) continuous years of service - \$500 per year
- 19.04 After twenty (20) continuous years of service - \$600 per year
- 19.05 Longevity will be paid in one (1) lump sum in October of each year.

Article 20 – Miscellaneous

- 20.01 Bereavement Leave – Each employee shall be entitled to three (3) days bereavement leave at or near the time of death of a member of his/her family.
- 20.02 The Village shall reimburse employees for the expense of renewing one’s CDL license if the CDL license is required by the Village.
- 20.03 The Village shall pay for professional organization dues related to the position for employees as determined by the Head Fire Driver.
- 20.04 Shift differential shall be \$.25 for the C-Tour and \$.50 for the A-Tour.
- 20.05 All employees shall be subject to random drug testing.
- 20.06 The Village shall maintain a kitchen at current level or better for use by employees.
- 20.07 As a condition of employment, fire drivers must reside within the fire district. Each year, each fire driver will receive an additional payment of \$1,200.00. Said payments will be made in the last pay period in July of each year. Newly hired fire drivers will receive a pro-rated amount for the first year of employment.

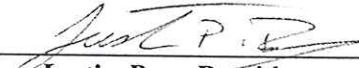
Article 21 - Savings Clause

- 21.01 If any article or part thereof of this Agreement or any addition thereto should be decided it is in violation of any Federal, State or Local Law; or adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any additional thereto shall not be affected.
- 21.02 If a determination is made per 21.01 of this Article, the original parties of this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.

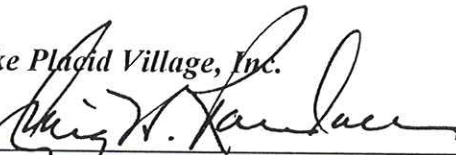
Article 22 - Duration of Agreement

This Agreement is effective as of August 1, 2009~~11~~, and shall continue in force and effect, subject to the other provisions contained herein, until July 31, 2014~~3~~, or a new Agreement is reached.

*Lake Placid Professional Fire Fighters Association, Local #4608,
International Association of Fire Fighters, AFL-CIO*

By: 
Justin Roy, President

Date: 7-9-12

Lake Placid Village, Inc.
By: 
Craig H. Randall, Mayor

Date: 7-9-12

“A”

	2010 – 2011	2011-2012	2012-2013
Ryan Taylor	\$15.00/hr	\$15.00/hr	\$15.00/hr
Justin Roy	\$15.00/hr	\$15.34/hr	\$15.69/hr
Matt Colby	\$18.14/hr	\$18.48/hr	\$18.83/hr
Greg Hayes	\$18.14/hr	\$18.48/hr	\$18.83/hr
Gordon Kelly	\$19.12/hr	\$19.46/hr	\$19.81/hr

LAKE PLACID FIRE DRIVER

SUMMARY OF DUTIES:

The Fire Driver performs skilled fire fighting and rescue work in: combating, extinguishing, and preventing fires; in answering emergency calls; and in the operation and maintenance of fire department equipment and apparatus. Receives requests and inquiries for fire, ambulance, police and public works. Employees in this class work various shifts including overnights, evenings, weekends and holidays. Considerable independence of judgment is allowed in circumstances of extreme urgency where referral to a supervisor for instruction is not possible. Employees are responsible for rapidly and efficiently performing various duties under emergency conditions frequently involving considerable hazard.

WORK PERFORMED:

- Responds safely to fire alarms as operator of equipment such as heavy-duty pumper-truck or aerial truck.
- Lays and connects hose; operates pumps, power ladder, holds nozzles and directs water streams, raises and climbs ladders, uses chemical extinguishers, bars, hooks, lines and other equipment.
- Performs fire fighting duties as assigned; assists in rescue operations; applies first aid.
- Operates power tools to extricate victims from motor vehicles.
- Assists in cleanup after fire is extinguished
- Participates in fire drills and attends training sessions in firefighting techniques and equipment operation.
- Cleans and services assigned apparatus, maintaining it in readiness condition; reports mechanical failures or other difficulties to superior
- Performs general maintenance and cleaning duties in the upkeep of departmental property.
- Performs other work as assigned.
- Relays and receives radio messages from supervisor to fire headquarters station.
- Takes calls requesting fire, ambulance, police and public works units.
- Dispatches fire, ambulances, police and public works units as appropriate.
- Determines response needed to emergency and dispatches various types of units, if necessary.
- Operates a multi-channel radio transmitter, voice recorder, computer terminal with input keyboard and telephone in order to receive calls for help and dispatch proper emergency units.
- Maintains log of all calls and actions taken.
- Monitors fire, ambulance, and police calls of adjacent jurisdictions.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Thorough knowledge of street system, physical layout of town, water systems and location of hydrants.
- Thorough knowledge of fire fighting techniques.
- Ability to administer emergency treatment to injured persons.
- Ability to establish and maintain effective working relationship with other employees and general public.
- Skill and dexterity in the operation of fire fighting equipment and in the light maintenance of fire equipment.
- Knowledge of rules and regulations of the fire department.
- Knowledge of building construction and related codes, electric power codes, hydraulics and the location of hazardous occupancies in the municipality.
- Mechanical Aptitude.
- Ability and strength to do prolonged and arduous work under adverse conditions.
- Ability to react quickly and remain calm under duress and strain.
- Ability to understand and follow oral and written instructions.
- Ability to use radio communication equipment effectively.
- Ability to type.
- Ability to speak distinctly.
- Interest and ability to assist in community efforts throughout the municipality.
- Participates in public education through fire prevention throughout the year.
- Ability to dispatch other emergency agencies throughout Essex County.
- Perform daily work task and upkeep of fire station.
- Ability to learn and train on new operating procedures and standards.
- Ability to work and communicate with public on emergency and non-emergency situations.
- Direct calls to appropriate personnel and other agencies.

CALL TOTALS

The following shows the amounts of calls taken **and** dispatched throughout each year.
(Based on phone records, dockets entries, and dispatching logs)

2009: EMS Calls – 1247
Fire Calls – 301
Police Calls – 5,835
Other Dept. Calls – 378

2010: EMS Calls – 1492
Fire Calls – 257
Police Calls – 6125
Other Dept. Calls – 342

2011: EMS Calls – 1557
Fire Calls – 282
Police Calls – 6398
Other Dept. Calls – 324

2012: EMS Calls – 1442
Fire Calls – 257
Police Calls – 6510
Other Dept. Calls – 414

*Note: Totals do not reflect number of calls that required no action or dispatching
(i.e. - News inquires, parking questions, controlled burning notifications, general information)

-Avg. Phone calls per 24 hr period, dialed and received (Emergency and Non-Emergency): 68

-Avg. computer docket entries per month (Fire Dept. related information): 76