

AGREEMENT

BETWEEN the City of Newburgh, a municipal corporation organized and existing under and by virtue of the laws of the State of New York ("the City") and LOCAL 589, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO ("the Union" or "Local 589").

WHEREAS, it is the intent and purpose of the parties, by entering into this Agreement, to promote harmonious and cooperative relationships between the City and its employees and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of the government and to comply with the statutory requirements set forth in the Public Employees' Fair Employment Act (Chapter 329, Laws of 1967), Civil Service Law, commonly referred to as the Taylor Law; and

WHEREAS, the Union affirms that it will abide by the provisions of Section 210 of the Public Employees' Fair Employment Act, pertaining to the prohibition of strikes, and will not assert the right to strike against the City or enter into any concerted stoppage of work or slowdown and that it will not assist or engage in a strike, and that it will not cause, encourage or condone a strike or impose any obligation upon its members to conduct, assist or participate in a strike.

ARTICLE 1 – RECOGNITION

The City recognizes the Union as the sole and exclusive representative and bargaining agent for all uniformed employees ("employees") of the City of Newburgh Fire Department ("Fire Department"), with the exception of the Fire Chief and Deputy Fire Chief as directed by the Public Employment Relations Board, on all matters relating to wages, hours of work, working conditions, benefits and grievances as provided in the Public Employees' Fair Employment Act.

ARTICLE II – MANAGEMENT'S RIGHTS

It is recognized that the management of the Fire Department, the control of its properties, and the maintenance of order and efficiency, are solely the responsibilities of the City. Accordingly, the City retains all rights except as they may be specifically modified in this Agreement including, but not limited to, selection and direction of the work forces; to hire, suspend, or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, designing, engineering and the control of equipment and materials; to purchase services of others by contract or otherwise except as they may be otherwise specifically limited in this Agreement; and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE III – SENIORITY

- A. The Fire Chief shall establish a list on the basis of seniority, and the list shall be re-established effective January 1 of each year. The list shall be posted at the Central Fire Station and all substations for a period of not less than 30 days, and shall be mailed to the Union Secretary.
- B. Any objection to the seniority list as established each year shall be made to the Fire Chief within 20 days, and shall be considered in accordance with the procedure herein for the adjudication of grievances (Article XXI).
- C. Seniority shall be computed for each employee from the date of permanent appointment. An employee who has resigned and who has thereafter been reinstated or reappointed within one year shall be deemed to have maintained continuous service, except where the resignation was solely for the purpose of accepting another position of employment outside of the Fire Department.
- D. Subject to the provisions herein, an employee shall lose all seniority rights upon voluntary resignation or upon discharge for just cause. An employee whose service is terminated for any period in excess of one year and is thereafter reinstated or reappointed shall have the employee's seniority computed from the date of reinstatement or reappointment.
- E. Subject to the provisions herein, leave of absence without pay or suspension shall not constitute an interruption of continuous service.

ARTICLE IV – PROMOTIONS

- A. Promotions shall be determined and regulated by Civil Service Law and Rules calling for the selection of one of the top three candidates, determined by competitive examination and certified by the Civil Service Commission. All promotions, whether to permanent or temporary positions, will only be made by the promotion being offered to an employee and the employee accepting the offer, except in emergencies occurring without notice and then not to exceed 24 hours.
- B. Each candidate for appointment or promotion is entitled to and shall receive actual notice of the appointment to be made at a time prior to the public announcement of designation of appointment or promotion.

ARTICLE V – HOURS OF DUTY

- A. The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which employees may be summoned and kept on duty because of a conflagration or major emergencies, shall not exceed 40 hours. Employees, other than those assigned as staff members, shall work a 24 hour shift. The 24 hour shifts shall be from 8:00 A.M to 8:00 A.M.

followed by 72 hours off. The hours of duty of staff members shall continue to be the same as is set forth in Article XXXI(1).

B. Mutual Exchanges

An employee may be granted in a calendar year an unlimited number of exchanges of a scheduled tour of duty ("mutual"), provided that the mutual is with another employee holding the same rank within the Fire Department and possessing the same qualifications (qualification is for purposes of drivers of apparatus). For purposes of the same rank, captains and lieutenants will be considered equal. Approval of a request for a mutual shall not be unreasonably withheld. Upon approval of the mutual, responsibility for working the tour of duty shall lie with the employee who agreed to work the tour and the scheduled employee shall be relieved of responsibility for working the tour of duty. The employee who agrees to work the mutual shall not use any time off for the mutual tour, except for use of sick leave as set forth below.

A request to exchange a tour of duty shall be submitted in writing to the Fire Chief or designee prior to the scheduled start of the tour. The request shall state the name of the employee scheduled to work, the name of the employee who will actually work, the tour for which the exchange will take place, the date and group of the employee scheduled to work, and the signature of both employees.

Early relief of up to one hour may be taken upon reporting to the officer in charge without the submission of a mutual exchange request and early relief shall not be considered mutual exchange time.

In the event an employee who agreed to work the mutual is unable to do so, that employee may have another employee of the same rank and equal qualifications work the tour of duty ("substitute employee"). An employee who utilizes undocumented sick leave for one tour when the employee was due to work a mutual for another employee will lose the right to mutual exchanges for a period of one year from the date of occurrence and the employee will be charged 48 hours of sick time for the absence on the mutual tour. An employee unable to work a mutual exchange tour due to sickness and who upon return to duty submits documentation from a licensed physician that the employee was unable to work, will be charged 24 hours of sick time for the absence on the mutual tour.

An employee who reports sick for two mutual tours within a one year period of time will lose the right to mutual exchanges for a year from the date of the first tour occurrence and 48 hours of sick time will be charged for the exchanged tours, regardless of the circumstances of the employee's absences.

All mutual exchanges must be repaid within a year from the date of the mutual. Any compensation in addition to regular pay shall be paid to the employee actually performing the duty.

- C. Mutual exchanges will not be approved where the mutual will result in the employee working more than 48 consecutive hours.
- D. Assistant Chiefs shall attend staff meetings scheduled by the Fire Chief outside their regular work schedule. Staff meetings shall be held no more frequently than one per month and for no longer than two hours per meeting. Assistant Chiefs shall be compensated at the straight time pay rate (1/2080, 1/2088 or 1/2096 of annual salary depending on the calendar days in a given year) (“the straight time pay rate”) for time spent at staff meetings, except to the extent that the Fair Labor Standards Act (FLSA) otherwise requires, in which event the FLSA shall apply.

Company Officers shall attend staff meetings scheduled by the Fire Chief outside their regular work schedule. Staff meetings shall be held no more frequently than one per quarter and for no longer than two hours per meeting. Company Officers shall be compensated at the straight time pay rate for time spent at staff meetings, except to the extent that the FLSA otherwise requires, in which event the FLSA shall apply.

ARTICLE VI – PRODUCTIVITY

The Union and the City recognize the need for increased employee productivity and agree to work jointly together to effectuate increased productivity. Among, but not limited to, the areas to be discussed are:

- (1) EMT Training Program;
- (2) Establishing an Emergency Medical Services (“EMS”) Division;
- (3) Inspections;
- (4) Code Enforcement, other than as set forth below.

Training, if required by the City, will be done during regularly scheduled tours, or if done at any other time, shall be compensated for, at the straight time pay rate for time spent at training, except to the extent that the FLSA otherwise requires, in which event the FLSA shall apply.

From January 1, 2015 to September 27, 2015, employee duties and responsibilities shall include commercial fire inspections and inspections of buildings in the vacant building registry.

Effective September 28, 2015, and contingent upon the implementation of the provisions of Article XLI (Layoffs), and contingent upon the City’s execution with the terms of a Fiscal Year 2014 SAFER grant award contract covering the period 2015-2017, employee duties and responsibilities may, at the City’s discretion, include Commercial Occupancy Inspections, Vacant Property Inspections, Street Sweep Inspections and Rental Registry Inspections. This provision will sunset, and be of no further force and effect, at 11:59:59 p.m. on December 31, 2017, unless otherwise extended by the parties in a writing that is ratified by the Union’s membership and ratified and approved by the City Council. The existence of the provisions of this paragraph and/or termination of the

terms and conditions set forth in this paragraph may not be referenced in any interest arbitration proceeding between the City and the Union. This includes the City's agreement that it does not have the right to seek continuation of this provision before an interest arbitration panel.

In the event the City decides to add performance of additional code enforcement duties and/or basic EMS and/or advanced life support duties by employees, the parties agree to reopen negotiations prior to the expiration of this Agreement.

ARTICLE VII – WORKING RULES AND REGULATIONS

- A. The Fire Department may adopt rules and regulations to govern its operation and the conduct of its employees provided, however, that these rules and regulations do not conflict with any of the provisions of this Agreement, the Public Employees' Fair Employment Act, the Labor Law or the Civil Service Law.

All employees shall be given a copy of the revised Rules, Regulations, Orders and Standard Operating Procedures. Copies of new items or deletions will be distributed when adopted. Copies shall be maintained by employees for inspection upon call by the Fire Chief.

- B. The Fire Chief or designee and the City Manager, as herein set forth, have the authority to discipline and suspend for just cause subject, however, to the provisions of Article VIII and Article XXI.
- C. No employee shall be directed or required to perform work outside of the employee's job description. Specifically, major maintenance is outside of an employee's job description and shall include, but not be limited to, the following categories: interior and/or exterior painting; carpentry; electrical; plumbing; heating; roofing; and masonry.
- D. Pursuant to administrative order, every document forming a part of an employee's personnel file shall be consecutively numbered.
- E. Upon request, an employee(s) shall be entitled to the presence of a Union officer during any job related confrontation with a superior.
- F. Employees on an initial alarm assignment, commencing five minutes after returning from a Second Alarm or Third Alarm fire scene or mutual aid call in duration of more than one hour, shall be allowed 30 minutes of shape-up time before returning to in-service status. If shape-up time is taken, the employee shall shower and change to a clean uniform.
- G. The City shall submit written notice to the Union of the following actions affecting employees:

1. Appointment of new employees;
 2. Promotions;
 3. Disciplinary actions;
 4. Retirements;
 5. Authorized leaves of absence for one week or more.
- H. When an employee is transferred to a different station, the City will notify the employee by telephone at least one hour prior to the commencement of the tour of duty.
- I. Employees are prohibited from the wearing of facial jewelry while on duty. Facial jewelry is defined to mean any item of jewelry, except eyeglasses or contacts, worn on or appended to a person's face, nose, ears and head, including items such as earrings and nose rings. An employee who violates this requirement shall be subject to disciplinary action.
- J. Pay Day. Pay day shall continue on a current bi-weekly schedule.

ARTICLE VIII – DISCIPLINARY ACTION

- A. Disciplinary action shall follow within the provisions of Article V, Title B of the New York State Civil Service Law.
- B. Every employee shall have the right to the assistance and representation of the Union at any disciplinary action.
- C. The authority to suspend an employee shall be exercised by the City Manager, the Fire Chief or a Deputy Chief. The Assistant Chief shall have the authority to relieve an employee from duty for a period not to exceed 24 hours, with the concurrence of the Fire Chief or the City Manager.
- D. No employee shall be ordered or asked to submit to a polygraph (lie detector) test for any reason. A polygraph test may be given if requested by an employee desiring to submit to one.
- E. All hearings pursuant to this provision shall be conducted pursuant to the authority and procedures established under sec. 75 of the Civil Service Law. The City and the Union shall attempt to mutually select a hearing officer for the charged employee. In the event that a hearing officer is not selected within three days of the service of the charges, the parties shall request that the Public Employment Relations Board submit an independent list of five hearing officers. Within 72 hours of receipt of the list, the Union shall submit, to the Fire Department's designated representative, the list with up to two names struck by the Union. Within 72 hours of receipt of the list from the Union, the Department's designated representative shall strike two of the remaining names on the list and the person remaining shall be designated hearing officer for purposes of Art. VIII. In the event the Union does not submit the list to the

Department's designated representative within the 72 hour period, the Union shall have waived its hearing officer selection rights and the Department shall have the right to designate a hearing officer from any of the five persons on the PERB list. The hearing shall then proceed in accordance with the Rules and Regulations promulgated by the Public Employment Relations Board.

ARTICLE IX - SALARIES

- A. The annual salary rates for each position and step in effect as of December 31, 2014 are annexed hereto in Appendix A.
- B. Effective on the payroll date immediately following September 28, 2015, the annual salary rates for each position and step will be increased by 1%.
- C. Effective January 1, 2016, the annual salary rates for each position and step will be increased by 1.75% above the rates in effect on December 31, 2015.
- D. Effective January 1, 2017, the annual salary rates for each position and step will be increased by 2% above the rates in effect on December 31, 2016.
- E. Effective with the second payroll in December 2014, the annual salary rates for each position and step, including the starting salary step, shall be increased by 5% over the rates in effect on January 1, 2014.

The Fire Lieutenant annual salary rate shall be increased to 15% above the annual salary rate of a top grade Firefighter. The Fire Captain annual salary rate shall be increased to 5% above the annual salary rate of a Fire Lieutenant. The Assistant Fire Chief annual salary rate shall be increased to 5% above the annual salary rate of a Fire Captain.

- F. The salary rates stated in sections A through E above shall be effective on the first day of the first full payroll period occurring after the corresponding effective date.
- G. A copy of the revised salary schedules is attached hereto in Appendix A.
- H. Anniversary Dates. Employees hired before June 30 of any year shall move to the next step of the salary schedule on the next January 1. Employees hired on or after June 30th of any year shall move to the next step of the salary schedule on the second January 1st following appointment.
- I. Longevity - In addition to the salary set forth herein, payment shall be made for and on account of longevity as follows:

Upon completion of 6 years of service:	\$1650
Upon completion of 9 years of service:	\$2150
Upon completion of 13 years of service:	\$2650

Upon completion of 17 years of service: \$2950

Longevity shall be paid annually by either lump sum in the next pay date following the anniversary date of hire or on a prorata basis over 12 months in regular bi-weekly salary payments at the employee's option, to be exercised in writing to the Fire Chief on or before December 1 of the year before the change is to be implemented.

ARTICLE X – OVERTIME AND OVERTIME PAY

A. Employees shall receive a minimum of two hours pay per call-back. Employees required to remain on duty more than two hours but no more than two and one-half hours shall receive two and one-half hours pay, and employees remaining on duty more than two and one-half hours shall be paid in additional half hour increments for each successive half hour block of time or part thereof. Payment for call-backs resulting from a Second Alarm Fire, Mutual Aid or Cause and Origin investigations shall be at the rate of double time of the straight time pay rate. Payment for all other call-backs shall be at the rate of time and one-half of the straight time pay rate, except to the extent that the FLSA otherwise requires, in which event the FLSA shall apply.

B. Overtime for extra tours shall be paid at time and one-half the straight time pay rate, for all hours worked except to the extent that the FLSA otherwise requires, in which event the FLSA shall apply.

C. Any employee who is not relieved from a shift at the appropriate time (that is, a "holdover") shall be paid in half hour increments for each successive half hour block of time or part thereof, at the rate of time and one-half of the straight time pay rate.

D. (1) Employees shall make written requests 48 hours in advance unless a *bona fide* emergency exists when requesting compensatory time off. Each use of compensatory time off for reasons of *bona fide* emergency shall be reviewed by the Fire Chief and the Union President. Upon review by the Fire Chief of an emergency time due used by an employee and deemed by the Fire Chief not to be a true emergency, the employee shall have accumulated compensatory time charged at the rate of twice the amount of time off taken. The only reason for denial shall be that no personnel are available to fill the employee's tour. An employee who uses an emergency time due on more than two occasions in a 12 month period shall have accumulated compensatory time charged at the rate of twice the amount of time off taken for the *bona fide* emergency commencing with the third use of an emergency time due in a 12 month period.

For purposes of this provision, emergency time due shall mean a request for use of accumulated compensatory time for a *bona fide* emergency which is made on less notice than is required for use of compensatory time off as provided in Article X, Section D. For purposes of defining the two occasions which are the predicate for the two for one charge, each occasion of use of emergency time due shall include the tour or set of tours which are used at the same time on an emergency basis for a *bona fide* emergency condition.

If the staffing at the start of the schedule tour exceeds 11 members, a member may request the use of compensatory time. These requests shall be granted in accordance with seniority and shall not constitute the use of an emergency time due.

(2) Compensatory time will be credited at the straight time pay rate for all hours worked, except to the extent that the FLSA otherwise requires, in which event the FLSA shall apply.

E. The distribution of extra hours of duty (overtime), not to include call-back, shall be distributed by an "overtime card" rotation system. Refusal of overtime shall count as a turn in the rotation. Failure to contact the Fire Department within 10 minutes after notification (voice message or pager) shall count as a turn in the rotation.

F. Overtime shall also be paid for all hours worked in excess of 160 hours over a four week period, excluding mutuals; and excluding call backs, holdovers and extra tours which shall be paid in accordance with paragraphs "A", "B" and "C" above. For the purpose of computing overtime, "hours worked" shall include compensatory time, vacation days, personal days and sick leave.

ARTICLE XI – EDUCATIONAL BENEFITS

Subject to prior course approval by the City Manager, the full cost of tuition, books and school fees incurred by an employee attending vocational educational courses related to fire safety or fire suppression or any college associates degree or bachelor's degree, shall be paid by the City on a semester basis upon the successful completion of the course and submission of official grade reports. Reimbursement shall occur within 30 days of receipt of the official grade report.

The reimbursement for tuition shall not exceed the cost per degree credit for New York State residents charged by SUNY (New Paltz). Reimbursement shall be made only for courses in which the employee receives a grade level of "C" or better. The reimbursement terms shall apply to "internet" and/or "distance learning" courses leading to a final degree that have been accredited or otherwise duly approved by the New York State Department of Education for purposes of a certification or a college degree. In the event that an employee separates from the City within three years of the date of completion of any approved course, the employee shall reimburse the City for all expenses paid by the City on a prorata or "sliding scale" basis.

Books paid for by the City under this Article shall become the property of the Fire Department Library.

Any employee who, as of October 10, 2006, was currently enrolled in a previously approved degree program which falls outside the limits set by this Article may continue to receive reimbursement until the completion of that degree program.

ARTICLE XII – HOSPITALIZATION

A. Each employee shall receive New York State Empire Plan premiums fully paid by the City to provide insurance coverage for hospital and medical expenses, and this coverage for employees is to continue upon retirement.

B. The hospitalization coverage provided herein is not a substitute for the protection and benefits conferred by General Municipal Law Section 207-a and is not available to the City for payment of medical expenses resulting from an injury or illness incurred in the performance of firemanic duties.

C. The City may change insurance carriers provided that the schedule of benefits is at least equal to the coverage being replaced and of the same area health care institution acceptability, provided further that any replacement carrier has no less of a Bests rating and that there is no lapse in benefits.

D. Each employee hired on or after January 1, 1989 shall contribute 10% of the cost of the health insurance premium for individual coverage or 25% of the cost for the premium for dependent coverage, if the employee selects dependent coverage, for each year until the employee completes five years of employment with the Fire Department. The employee's payment for the cost of health insurance shall terminate commencing the first full payroll period after the employee completes five full years of employment with the Fire Department. Thereafter, the City shall pay the full cost of the employee's health insurance premiums for individual and family coverage.

E. Each employee hired on or after January 1, 2011 shall contribute 10% of the cost of the individual or family, as appropriate, health insurance premium while actively employed by the Fire Department and, upon retirement the City shall pay the full cost of the employee's health insurance premium (individual or family, as appropriate).

F. Effective January 1, 2006, all new hires must have a minimum of 15 years of service with the City to be eligible to receive their health insurance premiums fully paid by the City upon retirement.

G. Any employee who receives a Retirement System disability retirement pension, shall have the employee's health insurance premium fully paid for by the City upon retirement.

H. Health Insurance Waiver: An employee who is covered by another health insurance plan other than health insurance provided by the City, may notify the City Comptroller's office on or before December 1st for the succeeding calendar year in writing on a form provided by that office, that the employee is electing to decline and waive all or part of the health insurance coverage provided by the City for which the employee is then eligible and entitled to receive during the next 12 month period.

An employee who declines and waives health insurance coverage as provided

above shall receive 25% of the savings in premium costs realized by the City for each whole month the employee declines and waives health insurance coverage. The employee shall receive the premium savings payment as calculated above on or before January 30th of the year following the year for which the employee waived health insurance coverage.

Any employee who elects to receive a cash payment hereunder may, at any time during the 12 month period for which the employee has declined and waived health insurance coverage, send written notice to the City Comptroller that the employee wishes to resume health insurance coverage by the City's health insurance plan. The effective date of the employee's re-establishment of health insurance coverage shall be as provided by the City's health insurance carrier. The City agrees to notify its health insurance carrier as soon as possible of the employee's decision to re-establish health insurance coverage.

Waivers shall be valid for a maximum of 12 months. Any action taken in connection with waiver of health insurance coverage shall be on forms provided by the City Comptroller.

ARTICLE XIII – RETIREMENT

Employees shall have the option of a 20 year or 25 year retirement plan pursuant to the New York State Policemen's and Firemen's Retirement System, with contribution to the Retirement System paid by the City. In addition, employees are eligible for the final average salary plan, and any additional retirement plan the City Council may approve.

A. The City represents that it has taken the initial steps and action to cause the Retirement System to transfer employees Mark Bethea, Robert Bain, and William Wiseman, from the pension plan provided by RSSL section 375-i (25 year plan) to the pension plan provided by RSSL section 384-d (20 year plan).

B. Mark Bethea, Robert Bain, and William Wiseman have returned to the City five times dues or 10 sick days each year for 2006, 2007, and 2008 in December 31st of each year.

ARTICLE XIV – SEVERANCE PAY

A. Upon retirement, layoff or death, the employee or the employee's beneficiary (beneficiary on file with the NYS Retirement System) will be entitled to receive payment for accumulated hours as follow:

1. For any accumulated hours due to the employee pursuant to this Agreement, at the employee's straight time hourly pay rate, including vacation time, sick time, compensatory time, personal time and hour reduction time.

2. Longevity shall be prorated to the date of retirement, layoff or death.
3. The payment of accumulated and unused sick leave at the rate of 75% of the employee's straight time hourly pay rate at the time of retirement or layoff from the Fire Department.
4. For an employee who dies during the period of employment with the Fire Department, the payment of accumulated and unused sick leave at the rate of 100% of the employee's straight time hourly pay rate at the time of death.
5. If the option of transferring the severance payment to the deferred compensation plan is available, the employee may request to have all or part of the severance payment transferred to the deferred compensation plan.
6. A retiree shall file notice before July 1 of the year previous to retirement, and shall receive the severance payment in addition to the employee's prorated salary.
7. Vacation entitlement in the last calendar year of employment, for the purposes of severance, shall be any unused vacation plus prorated vacation time, if any, from the employee's original appointment date to the employee's retirement date of that year.

ARTICLE XV – CLOTHING ALLOWANCE

A. Each employee shall receive \$750 per annum credit as a clothing allowance. The clothing allowance payment shall be issued, absent unusual circumstances, to the employee on the pay day closest in time to February 15 of that year.

The clothing allowance shall only be used for purposes of employment with the Fire Department. Except in the circumstance of an employee who retires from the Fire Department by reason of a service retirement or the award by the Retirement System of a disability retirement pension, an employee who receives the clothing allowance payment and leaves Fire Department service prior to the end of the calendar year in which the payment was received shall reimburse the Fire Department on a prorata monthly basis for the remaining full months after the employee leaves service in that calendar year. The clothing allowance amount owed shall be deducted from any payment(s) to which the employee may be entitled for items such as accrued time; if no payment is due, the amount owed shall be deducted from the employee's final pay check. Notwithstanding the above, in the event the amount owed is not reimbursed to the Fire Department, the City retains the right to pursue the matter through appropriate legal action, in which event the employee shall be fully liable to the City for the costs of the action.

B. Upon permanent appointment to the Fire Department, the appointee is eligible for the clothing allowance for that calendar year and the initial issuance by the Fire Department of those items of safety equipment required by the Fire Department without effect on the clothing allowance. Additionally, if the NYS Department of Labor's PESH

or the City mandate changes in safety equipment or uniforms, these items will be initially furnished by the Fire Department at no cost to the employee. Changes in safety equipment or uniform mutually agreed upon by the Union and the City shall be purchased by the employee from the clothing allowance. All other required uniform items shall be purchased by the employee and all items, including safety equipment, shall be maintained and replaced by the employee from the clothing allowance.

C. The City shall pay for uniform changes necessitated by promotion, or demotion due to budgetary reasons, to a permanent position. Currently these items would be: an officer's dress blouse, bell cap, and helmet shield for a Firefighter promoted to officer upon completion of the probationary period; badges and insignia of rank for employees promoted to Lieutenant and Captain; and badges, insignia of rank, and helmet shield for employees promoted to chief officer.

D. Any provisional appointee separated from the Fire Department for any reason shall be required to return all firemen clothing and gear, helmet, turnout gear, boots and badges. In all other cases, employees shall be entitled to retain clothing purchased by them.

E. Equipment purchased at Fire Department expense shall be returned upon separation of the employee from the Department.

F. Employees will not be required to wear dress uniforms while traveling to and from work.

G. Nameplates, badges or collar ornaments will not be required to be worn on work uniforms, except an officer's insignia of rank.

H. The City shall have the right to institute a "Quartermaster" system in lieu of providing the clothing allowance payments listed in Section A of this Article. If the City does not provide the Union with notice of implementation of a quartermaster system by January 15th, the clothing allowance payment provided in section A shall be made. If the City elects to institute a "quartermaster" system, the City shall provide and maintain for each employee all required uniform items as designated in the Fire Department's Rules and Regulations, as specifically stated and in the designated manner listed below:

Dress Uniform: (upon completion of probation for new hires who have not received two clothing allowances).

- a. blouse
- b. trousers
- c. black tie
- d. bell crown hat
- e. badges

Working Uniform:

- a. navy blue trousers or shorts (initial set, then as needed)
- b. shirts (long or short sleeve) with epaulets and polo shirts (initial set, then as needed)
- c. black belt (as needed)
- d. black low quarter safety shoes or boots approved by the Fire Chief (as needed)
- e. black socks (this item to be maintained by the employee) (initial set, then as needed)
- f. navy blue work jacket (initial item, then as needed)
- g. Fire Dept. patches (as required for uniforms)
- h. navy blue sweatshirt (initial set, then as needed)
- i. navy blue T-shirts (initial set, then as needed)

I. Summer Uniform: (Date: April 1st to October 31st) and shall consist of:

- a. navy blue shorts or pants with black belt (initial set, then as needed)
- b. navy blue polo shirt (initial set, then as needed)
- c. low quarter safety shoes or boots approved by the Fire Chief with black socks (initial set, then as needed)
- d. Assistant Chiefs may wear white polo shirts (initial set, then as needed)

ARTICLE XVI – VACATIONS

A. Newly hired employees shall receive, upon the completion of one year of service, 14 consecutive days of vacation per year until the completion of the third year of service. At the time of annual vacation picks in December, a new hire (i.e., an employee with less than one year of service) shall be allowed to pick vacation slots available for the following year before the completion of one year of service. If the available vacation slot conflicts with the City's scheduling of the required New York State mandated training, the employee will reschedule the vacation to another available vacation slot. The rescheduling of vacation by a new hire shall not be grievable pursuant to Article XXI (Grievance Procedure). In the event that the new hire has taken vacation time off prior to completion of one year of service and does not complete the year of service, the employee shall be obligated to repay to the City any used vacation time.

B. Employees having completed three years of service in the employ of the Fire Department shall receive 21 consecutive days of vacation.

C. Employees having completed six-years of service shall receive 28 consecutive days of vacation.

D. Employees having completed 12 years of service shall receive 35 consecutive days of vacation.

E. Employees having completed 18 years of service shall receive 42 consecutive

days of vacation.

F. Vacations shall start the first week of January and shall run consecutively in 21 day cycles for 12 months. Choice of the vacation schedule shall be selected by employees on the basis of seniority as established in Article III herein. Employees shall first select their 21 day vacation periods before the additional seven day list is selected.

G. The vacation schedule shall be posted during November of each year with the seniority list provided in Article III. Each employee shall thereafter be prepared to select vacation, and in the event of the employee's failure to do so, the employee shall be passed to the next following employee on the seniority list, with the employee's name being placed last upon the list.

H. In an effort to provide for a fair and equitable distribution of vacation time during those periods of highest demand, there shall be established and maintained a ratio of Officers and Firefighters within each vacation period of one Assistant Chief slot, two Officers slots and four Firefighters slots. The said ratio may be waived to fill openings that may exist in the vacation schedule. Employees who are assigned to staff positions will not pick in these vacation slots.

In an effort to provide for a fair and equitable distribution of vacation time during those periods of highest demand, there shall be established and maintained a ratio of Officers and Firefighters within each vacation period of two Officers (Assistant Chief or Captain or Lieutenant) slots and three Firefighters slots. Employees who are assigned to staff positions will not pick in these vacation slots. In the event that all slots are filled for Officers or Firefighters and it is necessary to make available additional slots, an additional slot(s) may be added by the Fire Chief at his/her discretion.

I. For employees who are not working shifts, the use of vacation time off shall be at the discretion of the Fire Chief.

J. Vacations shall be scheduled to start at the most convenient time for the City, with full consideration to the greatest possible benefit of the employees.

K. Employees must schedule all vacation time for the next calendar year on the first Thursday in December ("vacation pick day"). Off-duty employees who report for vacation pick day shall be paid straight time at the straight time hourly pay rate, except to the extent the FLSA otherwise requires, in which event the FLSA shall apply. Time spent by otherwise off-duty employees on vacation pick day selecting vacations and going through inspections (e.g., uniforms, ID's; etc.) shall be paid at the straight time hourly pay rate.

L. To determine years of service eligibility for additional vacation days, all dates of appointment shall be deemed effective from January 1 of the year in which the employee's service was commenced.

M. An employee requesting vacation pay to be paid in advance of a vacation period shall do so in writing at least four weeks before the start of the employee’s scheduled vacation period.

N. Any employee, who is granted 207-a (Injury Leave) and does not use the allotted vacation time off during the course of the initial year of injury because the Fire Department could not reasonably schedule the vacation time off will receive payment for all or part of unused vacation time off, and payment shall be made in the last pay period in December of the year of the occurrence. This provision shall not apply to any year subsequent to the initial year of injury for an employee who is on continuous 207-a (Injury Leave).

ARTICLE XVII – LIFE INSURANCE

Each employee shall receive life insurance coverage on the employee’s life payable to the employee’s designated beneficiary in the amount of \$50,000 fully paid by the City. The coverage is to provide the employee with an option to continue the insurance beyond retirement at the employee’s own cost and expense.

ARTICLE XVIII - HOLIDAYS

A. Employees shall be entitled to take the following 10 holidays per calendar year either in time or pay. Holidays elected as time shall be at the rate of 24 hours per holiday. Holidays elected as pay shall be paid at the rate of 16 hours per holiday.

- | | |
|---------------------------------|------------------|
| New Year’s Day | Labor Day |
| Rev. Martin Luther King Jr. Day | Columbus Day |
| President’s Day | Veteran’s Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

B. A new hire shall not be eligible for holiday pay or compensatory time for holidays which occur during the employee’s training period and until the employee is assigned to a group.

C. Employees electing to receive pay for a holiday shall receive payment in the next pay date following the day of occurrence for the applicable holiday.

Employees electing to receive compensatory time will be credited the time on the day of occurrence of the applicable holiday.

D. Employees will notify the Fire Department in writing on the Fire Department’s form by July 1st of the preceding year of their election of compensatory time or pay for holidays.

Other than the regular day’s pay and the above holiday pay, there will be no other

holiday compensation.

ARTICLE XIX – LEAVE

A. INJURY LEAVE shall be governed by General Municipal Law Section 207-a .

- (1) An employee who is in receipt of GML 207-a benefits for a continuous period of two years or more shall not accumulate additional paid sick time, receive holiday compensation payments, receive clothing allowance payments after the two year period. This clause (Article XIX – Leave, Section A, Section 1) will apply only to employees for whom the City has filed an application for Accidental Disability and/or a Performance of Duty Disability Retirement with the New York State and Local Police and Fire Retirement System. This provision shall not apply to any of the four employees of the Fire Department who have received GML 207-a (Injury Leave) benefits for a continuous period prior to October 10, 2006.

B. SICK LEAVE shall be accumulated at the rate of 12 hours per month.

The use of sick leave shall be governed by the following rules:

- (1) An employee who finds it necessary to use sick leave shall make every effort to call in and report sick as soon as practicable prior to the start of the employee's tour.
- (2) All employees on sick leave for a period in excess of 48 work hours shall provide a certificate from a doctor certifying the nature of the illness or injury and that the employee was unable to perform duty.
- (3) The hour factor (48) shall be computed from the next scheduled tour of duty. Employees shall be presumed sick until reporting back that they are available for duty whether they are scheduled for duty or not.
- (4) Employees calling requesting to be placed on sick leave and calling back being available for duty in less than a 48 hour period and then calling in sick again without returning to actual duty shall be presumed to be in circumvention of Paragraph "2", and the time factor (48 hours) shall be computed from first call. In these cases the employee shall provide a certificate from a doctor certifying the nature of the illness or injury that occasioned the second request for sick leave and that the employee was unable to perform duty.
- (5) Employees on extended sick leave shall be required to provide a certificate of sickness from a doctor each 90th consecutive calendar days.

- (6) Upon being available for duty from sick leave, an employee shall call in no later than three hours prior to the scheduled start of the employee's tour. Upon returning from sick leave, an employee who wants to document sick leave shall provide a certificate from a doctor certifying that the employee was unable to perform the employee's duty. The certificate shall be provided to the Fire Department within one calendar week of calling off sick leave.
- (7) Sick leave will only be charged for scheduled tour of duty in regular group assignment.
- (8) Employees who use 60 hours of undocumented sick leave in a six month period shall be immediately placed on a sick leave monitoring program for the next following six months. Employees shall be advised, in writing, upon being placed on the sick leave monitoring program and shall be subject to the following conditions:
 - (a) When requesting the use of sick leave, the employee shall advise the Fire Department of the employee's residence or location and shall remain in that residence or the reported location unless the employee notifies the Fire Department when the employee leaves, where the employee is going to and the telephone number of that location.
 - (b) During the use of sick leave, the employee shall be subject to a visit and/or telephone contact by a representative of the Fire Department.

Violation of these conditions will subject the employee to disciplinary action. After six months on the sick leave monitoring program, the employee's use of sick leave during the six month period shall be assessed and the employee may be taken off the program if the employee has used less than 60 hours of undocumented sick leave and has not violated any of the conditions of the sick leave monitoring program. The employee shall be advised, in writing, of whether the employee will be taken off or remain on the program. Thereafter, an employee can be placed on the sick leave monitoring program if the employee again utilizes 60 undocumented sick leave hours in a six month period.

- (9) Employees who are in the sick leave monitoring program who use undocumented sick leave shall be charged two hours of leave time for each hour of undocumented sick leave.
- (10) Sick Leave Buy-Out – Upon completion of 10 years of service as a Fire Department employee, or at any time thereafter, an employee may cash in accumulated and unused sick days in excess of 576 hours at the rate of

50% of the employee's daily rate based on the annual salary rate in effect at the time the payment is made. When payment of accumulated sick days is made, the sick days represented by the payment shall be deducted from the employee's total of accumulated and unused sick days and the days shall not be available for any purpose.

C. BEREAVEMENT LEAVE shall be allowed at a rate of seven consecutive days with pay and shall be granted any employee in the event of the death of the employee's grandmother, grandfather, mother, father, or a step-parent, brother, sister, wife, child, son-in-law, daughter-in-law, or grandchild. This "leave" shall be granted also in the event of the death of wife's mother, father, sister, brother, child (employee's step-child), provided, however, that the wife is alive and living with the employee at the time of the death.

D. DAY OF THE FUNERAL LEAVE shall be allowed for attendance at any family funeral, by blood or by marriage, not hereinbefore included subject, however, to a 24 hour advance notice to the Fire Chief, except where religious observances otherwise require.

When requiring the use of Bereavement Leave, the employee shall submit, upon return to work, a completed Bereavement Leave form to the Fire Department identifying the name of the deceased, relationship to the employee, the date of death and the City or place of death.

E. PERSONAL DAYS – An employee who has worked the entire prior calendar year and who has not used sick leave in the prior calendar year shall be allowed 24 hours of personal leave. An employee who has worked the entire prior calendar year and who has accumulated five years without use of sick leave shall be allowed a total of 72 hours of personal leave. An employee who has worked the entire prior calendar year and who, after the 5th year, continues to maintain no use of sick leave, shall receive 72 hours of personal leave per year. The personal leave hours shall be used in the year in which they are credited and shall not be carried over to the next year.

F. JURY DUTY LEAVE – The Department shall provide an employee leave with pay for time actually spent on jury service when the employee is scheduled to work. The employee shall submit proof of service on jury duty as a condition of receiving full pay for periods of time on jury service. An employee shall be eligible for jury duty leave only for the time as the employee is scheduled to work and is required to be physically present in the court house serving on, or waiting to serve on, a jury. If the employee is not required to be physically present at the court house while waiting to be called for jury duty (e.g., if the employee may check in by phone), the employee shall report to work as scheduled. Any fees or payment received by the employee from the State or governmental authority for jury service shall be paid to the City as a condition of the employee receiving full salary from the City for jury service. An employee shall be provided time off with pay for jury service.

ARTICLE XX – TIME ACCUMULATION

- A. Each employee shall be allowed to have up to 240 hours' accumulation of compensatory time.
- B. Upon the completion of seven years of service, each employee shall be allowed to have up to 312 hours' accumulation of compensatory time.
- C. The City may buy out in a lump sum payment any accumulated and unused compensatory time in excess of 120 hours at the employee's straight time hourly pay rate in effect at the time the buyout option is exercised. The City shall notify employees in writing at least 30 calendar days in writing in advance ("30 day notification period") of its decision whether to buy out accumulated and unused compensatory time in December of each calendar year. Employees shall not use accumulated and unused compensatory time in excess of 120 hours during the 30 day notification period. The City shall make the buyout payment within two payroll periods from the date on which notice of the decision is provided to the Union.

ARTICLE XXI – GRIEVANCE PROCEDURE

If any employee or group of employees shall have a grievance or complaint, an earnest effort shall be made to settle the grievance promptly, and the following procedure will apply:

Step 1. Any grievance or complaint shall be presented in writing to the Fire Chief within 20 working days (defined as days on which City Hall is open for official business) of the occurrence, or when the party reasonably would know the facts giving rise to the grievance. A reply must be given within 10 working days. In either case, failure to reply within the specified period will constitute a denial.

Step 2. If no settlement is reached in Step 1, or if the Fire Chief is not available within 10 working days, the grievance shall be presented in writing to the City Manager who, within the next seven working days, will conduct a meeting with the aggrieved, the aggrieved's representative(s) and any other parties who may be involved. The City Manager will render a decision in writing within seven working days after the meeting.

Step 3. If the grievance is unresolved to the satisfaction of the Union, it shall be taken to binding arbitration by the Union filing a demand within 30 working days of Step 2 with the Public Employment Relations Board's Director of Conciliation in accordance with Part 207 of PERB'S Rules of Procedure. Arbitrators shall be selected from PERB'S New York Metro area arbitrator listing. The selection process shall be as provided in section 207.7 of PERB's Rules of Procedure. Arbitration shall be conducted in accordance with Part 207 of PERB's Rules of Procedure, except that the Demand for Arbitration need not include an identification of the provision in the Agreement claimed to be violated unless the grievance or complaint involves a violation of the Agreement.

The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental to arbitration shall be borne equally by both parties.

ARTICLE XXII – ASSOCIATION RELEASE TIME

A. The president and/or a designated Union representative shall be allowed up to 120 hours per year, between them, from their usual work schedules without loss of pay or benefits for attendance at IAFF conventions, district meetings, state meetings, state AFL-CIO meetings, Orange County Central Labor Council, or legislative conferences at which subjects pertinent to the employees or the City are on the agenda. Only one employee per tour of duty shall be allowed Association release time. Requests for the use of Association release time shall be made 48 hours in advance of the scheduled start time of the tour for which release time is requested, unless an unforeseen circumstance requires use of the time on less than 48 hours' notice, in which event release time may be granted by the Fire Chief on less than 48 hours' notice, and approval shall not be unreasonably withheld. Release time not used in a calendar year shall not carry over to the next calendar year. On January 1, 2016, Association release time shall increase to 240 hours per year.

B. No more than three members of the Union's negotiating team committee may be excused from the performance of their duties to attend collective bargaining contract negotiation meetings between the City and the Union which occur during the employee's usual work schedule.

C. No more than three members of the Union's Grievance Committee shall be excused from the performance of their duties to attend a meeting or hearing concerning a grievance occurring during the employee's usual work schedule.

D. Notification of Identity of Union Officials: The Union shall provide the Fire Department with an official list of names of Union officials and offices held, and the Union will keep the list current.

ARTICLE XXIII – PERSONAL PROPERTY

Any employee suffering loss or damage to personal property occasioned by accidental means in the line of duty shall be entitled to have it replaced at the sole expense of the City.

Personal property shall be deemed to exclude cash, jewelry, and electronic devices and is intended to cover accidental loss or damage to such items as eye glasses, contact lenses, and prescribed safety glasses. Personal property requested or approved by the Fire Chief in writing for use in training exercises or Fire Department business will be covered for loss or damage. In the event of a loss, the employee shall submit an estimate of repair or replacement with a voucher through the Fire Chief.

ARTICLE XXIV – DISCRIMINATION

The City agrees not to discriminate against any employee for the employee's activity in behalf of, or membership in, the Union. The City and the Union agree that there shall be no discrimination against any employee because of race, creed or religion.

ARTICLE XXV – SEPARABILITY

Should any section or provision of this Agreement be decided by the courts to be unconstitutional, invalid, or unenforceable for any reason, that decision shall not affect the validity of the Agreement as a whole, or any part thereof, other than the section or part decided to be unconstitutional, invalid or unenforceable.

ARTICLE XXVI – AGREEMENT AND CONTRACT REPRODUCTION

This Agreement shall be reproduced by the City in sufficient number of copies to be distributed to the membership, and to arbitrators.

ARTICLE XXVII – PROBATIONARY PERIOD

- A. All new hires shall serve a probationary period of not more than 12 months, shall have no seniority rights during this period, and shall otherwise be subject to and entitled to the terms and provisions of the Agreement. The probationary period shall be computed in determining seniority. Promoted-employees shall have a 12 week probationary period.
- B. Employees who have worked in the position for the 12 month probationary period shall be known and designated as permanent employees.
- C. Employees shall be required to have a complete physical and psychological examination including, but not limited to, an electro-cardiogram, during the probationary period. The results of the examination shall be part of the employee's permanent record.
- D. Provisional service in a promotional title may be considered part of the employee's probationary period at the discretion of the City Manager. A provisional employee shall be so notified in writing at the end of the provisional period of service.

It is not intended by this Article to change any provision of the Civil Service Law.

ARTICLE XXVIII – LEGISLATIVE AUTHORITY

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIX – DUES, AGENCY SHOP AND UNION PLAN DEDUCTIONS

A. The City agrees to deduct the following, in the amount certified to be current by the Union Treasurer, from the pay of unit and/or union members and transmit these sums forthwith to the Treasurer:

1. Union dues and assessments for those employees who sign dues deduction authorization cards.
2. Agency shop fee deduction in an amount equal to subparagraph “2” for those employees who are not Union members.
3. Fees, premiums or deposits for Union-sponsored credit union, insurance and other benefit plans for individuals who request in writing to be included in those plans.

B. The Union and employees agree that the City has no responsibility to ensure due and proper application of these sums by the Union Treasurer.

C. The City shall only be obligated to issue one check per pay period for all deductions to the Union.

ARTICLE XXX - PARKING

Free on-site parking shall be provided for each on-duty employee stationed at the Public Safety Building and four free on-site parking spaces will be provided for on-duty employees stationed at the West End fire house.

ARTICLE XXXI – STAFF CONDITIONS

Employees assigned to staff positions shall receive the following additional benefits and conditions of employment:

1. The hours of duty shall be the same as those in effect for staff personnel of City Hall, provided prior notification is given to the Union.
2. When the Fire Chief or designated representative determines that Fire Department vehicles are available, they will be provided to Staff employees for use in answering recalls and traveling to and from work.
3. Staff employees shall not be required to place partial days accumulated on the compensatory time book if used with the permission of the Fire Chief, within a week of being worked.
4. All Staff employees will receive a day off with no loss of pay when City Hall is closed due to holiday observance.

ARTICLE XXXII - OUTSIDE EMPLOYMENT

A. Employees who choose to hold another position shall submit, in writing, to the Fire Chief for approval in advance of accepting the position, the following information: place of employment, location(s), telephone number, type of work to be performed, and number of hours to be worked per week.

B. In reviewing a request for outside employment, the Fire Chief shall consider, prior to approving the request, the type of work the employee will be performing and whether the work may present a conflict of interest. Outside employment shall not exceed 40 hours per week. The Fire Chief's approval of a request for outside employment shall not be unreasonably withheld.

ARTICLE XXXIII- LABOR-MANAGEMENT/SAFETY& HEALTH COMMITTEE

A Labor-Management/Safety & Health Committee ("the Committee") shall be established to study and make recommendations on matters of mutual concern regarding employment. Unless otherwise mutually agreed, membership on the committee shall not exceed three representatives for each party. The Committee shall meet upon five days' written notice of either party or at other mutually agreed upon times. The notice shall include a proposed agenda for the meeting.

The Committee shall not be a substitute for collective negotiations and the Committee shall not have the power to amend, modify, or add to the terms of this Agreement. Further, the Committee shall not be a substitute for, nor affect, the terms of, the contractual grievance procedure. Issues concerning maintenance and repair of Public Employee Safety and Health Act-required equipment items shall be referred to the Committee. The referral of these matters to the Committee is made without prejudice to the rights or positions of either party in any pending or future matter between them.

The Union President or designated representative shall be allowed up to 120 hours of Association release time for use in connection with service on the Committee in addition to the Association release time provided in Article XXII, section A. Only one employee per tour of duty shall be allowed Association release time. Requests for the use of release time shall be made 48 hours in advance of the scheduled start time of the tour for which release time is requested, unless an unforeseen circumstance requires use of Association release time on less than 48 hours' notice, in which event Association release time may be granted by the Fire Chief on less than 48 hours' notice, and approval shall not be unreasonably withheld. Association release time not used in a calendar year shall not carry over to the next calendar year.

ARTICLE XXXIV – EMERGENCY MEALS

Where attendance, as determined by the officer in charge, at a fire or other

catastrophic event requires employees to work four or more hours of uninterrupted service at the fire or event, the City shall provide to the employees food and drink in reasonable amounts. If the Union makes payments for food and drink, the City shall reimburse the Union.

ARTICLE XXXV – RESIDENCY

For purposes of Fire Department residency requirements, employees shall be permitted to reside anywhere in Orange County or within a 40 mile radius from the Public Safety Building.

ARTICLE XXXVI – FITNESS FOR DUTY

The public has the absolute right to expect persons employed in the Fire Department will be free from the effects of drugs and controlled substances, and will not be under the influence of alcohol while on duty. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. Employees have a special obligation to refrain from the illegal use or misuse of controlled substances and not be under the influence of alcohol while on duty. The parties recognize and agree to implement testing of employees on the basis of reasonable suspicion and on a random testing basis, and further agree that, before implementing any random testing, the Fire Department and the Union will negotiate rules, regulations, policies and procedures to implement the terms of this provision, including testing procedures, and which may include procedures for referrals for employee assistance and counseling.

ARTICLE XXXVII – DEFERRED COMPENSATION

Employees may elect to participate in the City's Deferred Compensation Plan. Employees may on one occasion during their employment contribute accumulated and unused sick time in excess of 576 hours to the deferred compensation plan at the rate of 75% of the cash value provided that such contribution is consistent with the rules of the plan and applicable State and Federal statutes and regulations. Sick Leave cash value shall be based on the employee's straight time hourly pay rate at the time of contribution. Sick Leave represented by the contribution will be deducted from the employee's unused sick time accumulation at the time of contribution and will not be available for any reason.

ARTICLE XXXVIII – HOUR REDUCTION TIME

Hour Reduction Time or HR Time (scheduled hours worked in excess of 2080 hours annually) shall be elected as pay or time by each eligible employee. Employees shall notify the Fire Department in writing on the Fire Department form before July 1 of the preceding year of their election to receive time or pay for HR Time. An employee who fails to notify the Fire Department on or before July 1 shall receive time for HR in the next year.

A. HR Time taken as pay: Payment for HR Time will be at time and one half the straight time hourly pay rate. Each employee electing pay shall receive four hours of HR Time bi-weekly in their paycheck, up to 23 bi-weekly payments (4 x 23 = 92 hours). In November of each year, an adjustment of each employee's HR Time will be calculated and a final payment of HR Time owed will be issued in the last pay check in December.

B. HR Time taken as time: Each employee electing HR Time as time shall submit to the Fire Chief in writing on or before the first Thursday in December the employee's preferred choices for HR Time off. Each employee shall choose three one week periods from January to June and choose three one week periods from July to December. The Fire Chief will make every attempt to grant requests for HR Time off by seniority. If selections for HR Time off are not available, the Fire Chief will schedule the HR Time off at the Fire Chief's discretion. The scheduling of HR Time by the Fire Chief will not be grievable under Article XXI (Grievance Procedure).

C. HR Time as pay while on GML 207-a (Injury Leave): While on GML 207-a (Injury Leave), bi-weekly HR Time as pay will cease until returning to active duty status. An employee shall have HR Time as pay calculated on a prorata basis. If an employee owes the City any HR Time as pay and it cannot be adjusted in the same year it was given, it will be reduced from the next year's HR Time as pay or time. If an employee is awarded a New York State Disability Retirement, any amount of HR Time as pay owed by the employee will not be recovered by the City. Additional HR time as pay owed to the employee will be addressed in the same manner as Section A of this Article.

D. HR Time as time while on GML 207-a (Injury Leave): While on GML 207-a (Injury Leave), an employee will have HR Time as time calculated on a prorata basis. If an employee owes the City any HR Time and it cannot be adjusted in the same year it was given, it will be reduced from the next year's HR Time as pay or time. If an employee is awarded a New York State Disability Retirement, any amount of HR Time owed by the employee will not be recovered by the City.

E. Administrative Leave used by an employee shall be treated the same as GML 207-a for the purposes of this Article.

ARTICLE XXXIX – RECOVERY OF TRAINING COSTS

In the event that the Fire Department is required to provide basic training courses for a newly hired employee, and the employee separates from the Fire Department within three years of the date of completion of training, the employee shall reimburse the Fire Department for all wages and expenses paid by the City during or in conjunction with basic training, on a prorata or "sliding scale" basis.

ARTICLE XL – ADMINISTRATIVE LEAVE

A. In the event an employee is determined not fit to perform firefighting duties following a medical examination and evaluation related to use of a respirator conducted by the Fire Department's designated medical consultant and the Fire Department decides to remove the employee from active duty status, the employee shall first be placed on paid Administrative Leave for up to 144 working hours ("the Administrative Leave period"). In the event the employee is not returned to active duty within the administrative leave period, the employee shall be placed on sick leave and the use of sick leave shall be governed by the applicable terms of the Fire Department's Rules and Regulations and this Agreement. The administrative leave period may be renewed pending the Fire Department's decision on the employee's return to active duty as provided by paragraph (D) below.

B. An employee shall receive, during the term of employment with the City, no more than 144 working hours' administrative leave for a medical condition that forms the basis of the determination that the employee is not fit to perform firefighting duties. An employee who is determined not fit to perform firefighting duties based on a medical condition different than the medical condition which formed the basis of a prior not fit determination will receive the administrative leave for the different medical condition.

C. Upon placement on administrative leave, the employee shall consult with the employee's personal physician as soon as possible. The employee shall take these actions as may be directed by the personal physician to address the condition(s) which affect the employee's fitness to perform firefighting duties.

D. In the event that the employee's personal physician determines that the employee is fit to perform firefighting duties, the employee shall obtain a written medical clearance from the personal physician to return to active duty status. The employee shall provide the written medical clearance to the Fire Department, which shall have 72 hours to consult with its designated medical consultant and to decide whether to return the employee to active duty status. In the event that the Fire Department does not inform the employee of its decision prior to the expiration of the 72 hour period, the employee shall be placed on paid administrative leave and shall not lose any sick leave pending the decision of the Fire Department with respect to return to active duty. The employee shall continue to accrue seniority and benefits while on administrative leave or sick leave. In the event that the Fire Department decides, after consultation with its medical consultant, to not return the employee to active duty status, the administrative leave period shall continue if not concluded as provided in paragraph (A) above. If the employee had previously exhausted the 144 hours of administrative leave provided by paragraph (A) above, the employee shall continue on sick leave.

E. In the event that the employee is not returned to active duty following submission of medical clearance from the employee's physician, the Fire Department shall provide a written statement of the reason(s) for not returning the employee to active duty, including

written recommendations, if any, that may have been provided by the Fire Department's medical consultant concerning the employee's return to active duty.

ARTICLE XLI – LAYOFFS

Effective September 28, 2015, and contingent upon the City's execution of a fiscal year 2014 SAFER grant award contract covering the period 2015-2017, in the event that bargaining unit staffing levels drop below 70 positions, then the City will fill the vacancies within six months consistent with civil service requirements. If the City is unwilling or unable to do so, then employee obligations pursuant to Article VI for Vacant Property Inspections, Street Sweep Inspections and Rental Registry Inspections will be reduced as follows: (a) if staffing levels fall below 68, then employees will not be required to perform Street Sweep Inspections; (b) if staffing levels fall below 65, then employees will not be required to perform Vacant Property Inspections; and (c) if staffing levels fall below 62, then employees will not be required to perform Rental Registry Inspections. This provision will expire and become null and void effective 11:59:59 P.M. on December 31, 2017, unless otherwise extended by the parties in a writing that is ratified by the Union's membership and ratified and approved by the City Council. The existence of the provisions of this paragraph and/or termination of the terms and conditions set forth in this paragraph may not be referenced in any interest arbitration proceeding between the City and the Union. This includes the Union's agreement that it does not have the right to seek continuation of this provision before an interest arbitration panel.

ARTICLE XLII – ACCUMULATED TIME CONVERSION

All compensatory time and sick time days accumulated by employees shall be converted to hours at 12 hours per day.

ARTICLE XLIII - TERM

This Agreement shall be in effect for a three year period commencing January 1, 2015 and terminating December 31, 2017.

ARTICLE XLIV – DRUG AND ALCOHOL TESTING

- A. Effective September 28, 2015, the following drug and alcohol testing procedure will be implemented:
- B. Policy – It is the policy of the City to detect and deter the abuse of alcohol, the use and possession of illegal drugs and the abuse of prescription drugs in the work place. The parties recognize that the use and possession of such substances constitutes a serious threat to the health and safety of all employees and members of the public. Accordingly, the purpose of this article is to formalize a City policy that prohibits the use, possession, sale, delivery or being under the influence of illegal substances and/or drugs and/or alcohol while on duty.

C. The City will have the right to conduct reasonable suspicion testing for drugs and alcohol. In addition, in the event that an employee is in an accident in a City-owned vehicle, the City will have the right to conduct an immediate drug and alcohol test. All employees will be subject to annual drug and alcohol testing within one month of the employee's anniversary date.

D. Definitions

1. The term "Drug" will include controlled substances as defined in Penal Law Section 220.00(5), steroids and marijuana, as defined in Section 220.00(6).

2. The term "Drug Abuse" will include the use of a controlled substance or marijuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug as determined by the Medical Review Officer designated by the City.

3. The term "Alcohol Abuse" will be a test result of 0.04 or greater.

4. Random Employee Selection Sheet: A computer-generated list of randomly selected employees identified by employee I.D. numbers.

5. Computer Control Sheet: A computer generated list of all employees contained within the random drug/alcohol test data base.

E. Procedure

1. Employees will be subject to random drug testing. The employee(s) picked will report for testing upon notification if on duty, or on their next working shift.

2. Whenever employees obtain information or suspect that another employee may be abusing drugs or alcohol, they will immediately notify the Chief.

3. Refusal to submit. The refusal by an employee to submit to a drug or alcohol test or the adulteration of the test by the employee pursuant to this policy may result in immediate suspension and subsequent disciplinary action, which may include dismissal from the City. Any disciplinary action taken pursuant to this provision will be subject to all of the protections afforded to employees pursuant to Civil Service Law Section 75 and this Agreement.

F. Testing Procedures

1. Every reasonable effort will be made to maintain employee confidentiality. In order to ensure confidentiality and the integrity of the tests, samples will only be taken at the test location by the authorized medical staff. Sample taking will not be conducted, or otherwise interfered with by the City or any representative of the

employee. Samples will never be handled or tampered with by the City or any representative of the employee. Samples will not be released to anyone, except as authorized in this policy or as required by law, without the individual written consent of the employee.

2. Each employee being tested will present his or her identification card at the test location to ensure proper identification.

3. Each employee being tested may consult with and be accompanied by an Union representative, who may confer with and advise the employee before and after the collection process, but will not participate in or interfere with the process in any way. The representative will be given reasonable advance notice of when the testing will occur so that he or she may attend. However, the collection process will not be delayed because the representative is unavailable.

4. Prior to testing, each employee will list all medications ingested during the preceding 10 days. The employee may also list any supplements, vitamins, herbs, foods or other products ingested during that same period. The list will be sealed in an envelope and the employee's name and date will be written on the outside. If the test results are negative, the envelope will remain sealed and be destroyed in the presence of the Union President or designee.

5. There will be no direct observation of the giving of the urine sample, unless there is reason to believe that the sample may be tampered with, in which event direct observation by an authorized individual of the medical staff is permitted. This individual will be a person of the same gender as the employee providing the sample.

6. Testing will be performed by a laboratory licensed or certified by SAMHSA, HHS. Two separate containers supplied by the testing lab will be prepared by each employee being tested. Each container will have a code number and date of collection affixed. The specimen will be divided into two samples at the time of collection and will be sealed and initialed in the presence of the employee.

7. The laboratory administering the test will assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.

8. Initial alcohol screening will be conducted by a breath alcohol technician using an individually-sealed mouthpiece opened and attached to the evidential breath testing device ("EBT"). The employee will be asked to blow forcefully into the mouthpiece for at least six seconds, or until the EBT indicates that an adequate amount of breath has been obtained. If the employee states that he/she does not have sufficient air capacity, he/she will be sent immediately for a medical evaluation for verification of the claim. Absence of verification will be considered a refusal. If the result of the screening is an alcohol concentration of greater than 0.04, a confirmation test will be performed between 15 and 20 minutes after the completion of the screening test. Prior to the confirmation test, the EBT will be cleaned and a new mouthpiece will be used. If the

first test result is negative, no further testing will be performed. If the confirmation test is negative, the entire test will be deemed negative, and a negative test result will be reported. Samples will be destroyed.

9. Initial drug screening will be by the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marijuana. After a negative screening, the sample will be destroyed.

10. Each and every positive EMIT test will be confirmed using Gas Chromatography Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a positive report. In order to be defined as a "positive" result, the initial and/or confirmatory test levels must be at or above those set forth in the applicable federal D.O.T. guidelines.

11. Any employee whose test results in a positive report may, within five business days of receiving notification of the result, request in writing to the Chief that the second sample be made available for retesting at the licensed/certified laboratory from a list of laboratories supplied by the City. The City will be responsible for all costs and expenses in connection with the retesting. If the retesting results in a negative report, the test will be deemed negative and all samples will be destroyed.

12. Selection of employees to be selected on a random basis will be performed by a computer program that will randomly select the employee number of those to be tested. The random selection of an employee will not result in that employee's employee number being removed from the selection process.

13. The selection will be made by a laboratory licensed or certified by SAMHSA, HHS and witnessed by a representative designated by the Chief as well as a representative designated by the Union. All designated representatives will affix their signatures to the random employee selection sheet and computer control sheet.

14. The selection process will not be delayed due to the unavailability of the Union representative.

15. An employee selected will be notified and ordered to report for testing. Employees will not be given any advance notice of randomly scheduled tests. The Union President will be permitted to review the list of employees selected for testing and the computer control sheet after all selected employees have been tested.

16. Employees will not be recalled to duty for random testing on their regularly scheduled days off or if the member is on authorized leave.

17. All random employee selection sheets and corresponding computer control sheets will be maintained in the office of the Chief.

18. An employee will be exempt from a drug test if at the time of selection for that particular test he or she is unavailable due to (i) vacation, (ii) injury, (iii) sickness, (iv) military leave, (v) bereavement leave, (vi) jury duty, (vii) personal leave, (viii) compensatory time, (ix) mutual exchange; (x) training, provided that the entire shift is spent outside of the City, or (xi) school.

G. Results of Tests

Employees who are tested will be notified of the results of all drug/alcohol tests and provided a copy of the corresponding test results, as they become available, at no cost to the employee as they become available. If the employee has a drug and alcohol test and intends on introducing the results of that test at his/her disciplinary hearing, the City will be provided with a copy of the results of the test at no cost and at least 30 days prior to the hearing.

H. Confidentiality

The test results and/or other records released are to be used solely by the City to carry out its obligations pursuant to the drug and alcohol testing policy, administering the contractual procedures, taking appropriate disciplinary action, or where the release is authorized or required by law. For the purpose of administering the policy, they may only be accessed by City Manager, the Chief and the Corporation Counsel, and/or their designated medical experts, or others authorized by the Corporation Counsel for the purpose of presenting evidence in disciplinary matters. If release of these records to others is authorized or required by law, the City will provide written notification to the employee listing the records released and to whom the records were released.

I. Positive Test Results

1. All positive test results will be reviewed and verified by a qualified Medical Review Officer (MRO) designated by the City. The City has exercised its discretion to name Hudson Vista Medical as the MRO. The MRO will examine alternate medical explanations for a positive test result. Pursuant to this responsibility, he/she may conduct a medical interview with the employee, who may be accompanied to the interview by an attorney and/or Union representative, review the employee's medical history or review any other relevant biomedical factors. If the employee provides appropriate documentation and/or the MRO determines that there is a legitimate medical use of the prohibited drug or alcohol, or an alternate medical explanation exists, then the test results are reported as negative. A negative test result is not reviewable by the City.

2. Positive Alcohol Test: Employees who test positive for the use of alcohol, after being interviewed by the MRO, will be relieved of duty. The City retains the right to discipline an employee who tests positive for alcohol with a BAC of .04 or greater up to and including dismissal. In the sole discretion of the City, employees who test positive for the use of alcohol who do not have a history of alcohol abuse may be referred to the EAP.

3. Positive Drug Test: Employees who test positive for the use of drugs, after being interviewed by the MRO, will be relieved of duty. The City retains the right to discipline an employee who tests positive for drug use up to and including dismissal. In the sole discretion of the City, employees who test positive for the use of drugs who do not have a history of drug abuse may be referred to the EAP.

4. Discipline For Positive Test Results: Subject to the restrictions of this policy, the City has the right to discipline employees who test positive for drug and/or alcohol use. Any disciplinary action taken pursuant to this provision will be subject to all of the protections afforded to employees pursuant to Civil Service Law Section 75 and this Agreement.

5. Voluntary Treatment: Employees may voluntarily seek treatment at any time before he/she reports to the laboratory for testing. Employees who voluntarily seek treatment for substance abuse under the auspices of the EAP will immediately notify the EAP of their desire to participate in the program. The employee and the representative of the EAP will meet as soon as possible for purposes of discussion on entrance into the program. Any employee who has voluntarily sought treatment will not be subject to any disciplinary action for that reason.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto this day of January 2016.

CITY OF NEWBURGH

LOCAL 589, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By: _____

By: _____

APPENDIX A
SALARY SCHEDULE FOR NEWBURGH FIRE DEPARTMENT

Year	Eff. January 1, 2015	Eff. October 1, 2015	Eff. January 1, 2016	Eff. January 1, 2017
Salary Change	0%	1.00%	1.75%	2.00%
Assistant Chief	82,096	82,917	84,368	86,055
Captain	78,187	78,969	80,351	81,958
Master Mechanic	78,187	78,969	80,351	81,958
Fire Alarm	74,464	75,209	76,525	78,055
Lieutenant	74,464	75,209	76,525	78,055
Firefighters Hired Before 1/11/11				
5 th Year	64,751	65,399	66,543	67,874
4 th Year	57,388	57,962	58,976	60,156
3 rd Year	55,627	56,183	57,166	58,310
2 nd Year	54,018	54,558	55,513	56,623
1 st Year	52,391	52,915	53,841	54,918
Starting	47,664	48,141	48,983	49,963
Firefighters Hired After 1/11/11				
6 th Year	64,751	65,399	66,543	67,874
5 th Year	57,388	57,962	58,976	60,156
4 th Year	55,627	56,183	57,166	58,310
3 rd Year	54,018	54,558	55,513	56,623
2 nd Year	52,391	52,915	53,841	54,918
1 st Year	47,664	48,141	48,983	49,963
Starting	42,000	42,420	43,162	44,026