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May 26, 2005

New York State Professional  
Fire Fighters Association  
Attention: Mike McManus  
111 Washington Avenue  
Albany, New York 12210

Re: Memorandum of Agreement

Dear Mike:

For your information, enclosed please find Memorandum of Agreement between the City of Peekskill and the Paid Firemen's Association of Peekskill, New York. The increases in compensation were spread over several categories including salary, longevity, stipends for supervisors, EMT and paramedic stipend increases and increases in the City contribution to the Union Welfare Fund.

The settlement was for three (3) years and resulted in a 14% to 16% increase in overall compensation for most members of the bargaining unit with no substantial give backs. It is nice to see this kind of negotiated package in times when most municipalities have been extremely tight with a buck.

Please call me if you have any questions or comments.

Very truly yours,



Thomas J. Jordan

Enclosure  
TJJ/hs

STIPULATION OF AGREEMENT made and entered into this 10<sup>th</sup> day of May, 2005, by and between the negotiating committees for the City of Peekskill ("the City") and the Paid Firemen's Association of Peekskill, New York, Inc. ("the Association").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 2003, and:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this Stipulation for ratification.
3. A copy of this original document has been furnished to representatives of the City and the Association.
4. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.
5. The provisions of the prior Agreement shall be carried forward except as modified below.
6. Unless otherwise noted, all changes shall be prospective from the signing of the contract.
7. All unit members employed by the City as of the date this Stipulation is executed shall be eligible for their payments pursuant to Paragraphs 9, 10, 14, 22, and 23 of this Stipulation retroactive to 1/1/04.
8. Article IV shall be amended by adding the following language: "except that City employees employed full-time in the capacity of automotive mechanic and automotive lead mechanic may ~~operate and operate~~ <sup>drive</sup> the City's firefighting apparatus in the course of apparatus maintenance."
9. Article V, Section A(1) and (2) shall be amended to provide that the 1/1/03 schedules shall be increased by 3.15% effective 1/1/04; that the 1/1/04 schedules shall be increased by 3.5% effective 1/1/05, and that the 1/1/05 schedules shall be increased by 3.65% effective 1/1/06.
10. Article V, Section B(1) shall be amended to provide that the 1/1/03 longevity schedule shall be increased to \$500, \$800, and \$1,200, respectively, effective 1/1/04.

11. Article V, Section B(2) shall be amended to provide that payment shall be for service during a full calendar year, and service for less than a year shall be paid on a pro rata basis.
12. Article V, Section C(3) shall be amended so that the last sentence reads as follows: "Overtime shall be distributed according to seniority as equitably as reasonably possible."
13. Article V, Section D shall be amended by deleting the first two sentences and substituting the following language: "Employees shall be entitled to unlimited medical."
14. Article V, Section E shall be amended by: (a) changing the header to "Supervisor"; (b) changing the Shift Supervisor stipend to twelve and one-half (12.5%) percent; (c) adding the following language: "There shall be an Assistant Supervisor on each shift, who shall be paid an annual stipend of five (5%) percent of his regular salary for the period he serves in such capacity"; and (d) adding language that provides that stipends for the Shift Supervisor and Assistant Supervisor includes compensation for periodic attendance at meetings called by the Shift Supervisor.
15. Article V, Section F shall be amended by deleting the first and second sentences.
16. Article V, Section G(2) shall be amended to provide that the Shift Supervisor shall, as a condition of assignment, obtain within one year of assignment and thereafter maintain Code Enforcement Officer certification, and to provide that Assistant Supervisors shall, as a condition of assignment, obtain within one year of assignment and thereafter maintain Code Compliance Technician certification.
17. Article V, Section G(4) shall be amended by adding the following language: "The out-of-pocket costs of Code Enforcement Officer and Code Compliance Technician certification training shall be paid by the City. Up to a maximum of 24 hours of scheduled off duty time per year may be compensated at the rate of straight time compensatory time towards a unit member's N.Y.S. Code Enforcement Officer certification maintenance." The letter annexed hereto as Exhibit "A" describes the parties' intent with regard to the administration of this and Paragraphs 21 and 23 of this Stipulation.
18. Article V, Section H(1) shall be amended by changing "Chief" to "E.M.S. Coordinator in consultation with the Chief and Commissioner."
19. Article V, Section H(2) shall be amended by changing "1993" to "2004"; by changing "may" to "shall" in the first sentence; and by deleting the second and third sentences.
20. Article V, Section H(3) shall be amended by changing "1993" to "2004."

21. Article V, Section H(4) shall be amended by changing the first sentence to read as follows: "The out-of-pocket costs of E.M.T. training shall be paid by the City. Up to a maximum of 24 hours of scheduled off duty time per year may be compensated at the rate of straight time compensatory time towards a unit member's N.Y.S. E.M.T. certification maintenance."

22. Article V, Section H(5) shall be amended by: (a) deleting "who are scheduled to an E.M.T. station" after the word "certification" in the first line; (b) changing "\$1,000" to "\$1,200" in the first sentence; and (c) deleting the last sentence.

23. Article V, Section I shall be amended by: (a) adding the following language: "The out-of-pocket costs of Paramedic training shall be paid by the City. There shall be a minimum of one certified Paramedic on each shift. Unit members shall have the right of first refusal for such assignments. Up to a maximum of 24 hours of scheduled off duty time per year may be compensated at the rate of straight time compensatory time towards a unit member's N.Y.S. E.M.T.-P certification maintenance"; and (b) increasing the annual stipend to \$3,000 effective 1/1/04, \$4,000 effective 1/1/05, and \$5,000 effective 1/1/06.

24. Article V shall be amended to add a new Section J entitled "EMS Coordinator," which shall read as follows: "There shall be an EMS Coordinator, who shall be paid an annual stipend of 7% of his regular salary for the period he serves in such capacity."

25. Article IX, Section A shall be amended to provide that employees hired on or after January 1, 2005 shall earn a pro rata portion of the vacation allowance at the rate of 1/12<sup>th</sup> for every month actively served in a calendar year.

26. Article X, Section A(7) shall be amended by changing \$1,500 and \$500 to \$3,000 and \$1,000, respectively.

27. Article X, Section B shall be amended by changing the title to "Welfare"; providing that the City's contribution shall be \$750 per participant effective January 1, 2005 (less unrecoverable amounts already paid by the City for dental insurance coverage for unit members during the period from 1/1/05 to the date this Stipulation is executed); and by changing "towards Dental Insurance coverage" to "to the Association's Welfare Fund."

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28. Article XII, Section A shall be amended by changing "seven (7)" to "six (6)."

29. Article XXI, Section C(4)(m) shall be amended by deleting all language after "(DHHS)."

30. Article XXI, Section C(4)(n) shall be deleted.

NOV-02-0005 14:33 FROM:

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TO: 17187029538

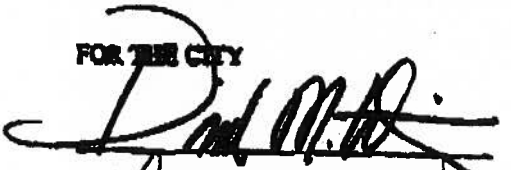

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31. Article XXI, Section C(4)(e) shall be amended by changing the last sentence to read as follows: "The president of the Union shall be provided a copy of all Random Selection Sheets sent to the City by the DHEC laboratory that are used to select members for testing."

32. Article XXII shall be amended to provide for a term from January 1, 2004 through December 31, 2006.

33. The parties have executed the memorandum of understanding concerning a Health and Safety Committee that is annexed hereto as Exhibit "B."

FOR THE CITY

  
Lynn Swanson  
  
Peter Pan

FOR THE ASSOCIATION


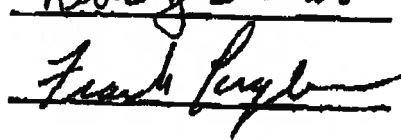
  
Kevin J. Bristol  
  
Frank Ferguson

EXHIBIT "A"

May 11, 2005

John Berlow  
President  
Paid Firemen's Association of Peekskill, New York, Inc.

Re: Compensatory Time

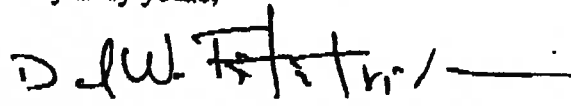
Dear Mr. Berlow:

This is to confirm the parties' agreement with regard to the accrual and use of compensatory time, commencing on April 1, 2005.

The Shift Supervisor shall maintain records of compensatory time, showing, by unit member, the date each day of compensatory time was earned, the reason it was earned, and the date earned compensatory time was used. The Shift Supervisor shall provide these records to the City Manager on no less than a quarterly basis; provided, however, that the first report shall cover the period from April 1 through June 30, 2005. In addition, the Shift Supervisor, the Municipal Training Officer and the City Manager or his/her designee shall meet on no less than a quarterly basis to review these records, to review the plans for scheduling of training during subsequent quarters, and other and further compensatory time-related matters to be determined by the attendees.

Please set forth your signature on the line provided below to indicate your understanding of and agreement to the foregoing.

Very truly yours,



Daniel Fitzpatrick, ICMA-CM  
City Manager

UNDERSTOOD AND AGREED:

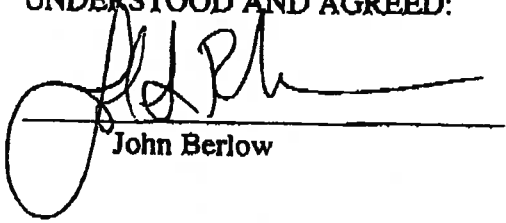
  
John Berlow

EXHIBIT "B"

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF PEEKSKILL  
AND  
PAID FIREMAN'S ASSOCIATION OF PEEKSKILL, NEW YORK, INC.

Health and Safety Committee

This document constitutes an agreement between the City of Peekskill (City) and the Paid Fireman's Association of Peekskill, New York, Inc. (Union).

The City and the Union agree to form a joint committee, which shall be known as "The Health and Safety Committee" (Committee).

The Committee's function and purpose shall include, but not be limited to, the following as it applies to the health and safety of public employees mandated under the New York State Public Employee's Safety and Health Act (PESHA):

1. To conduct meetings, review and investigate matters of health and safety, and make recommendations to the Commissioner of Public Safety on Department Policies and Guidelines regarding Health & Safety.
2. To ensure required OSHA and PESHA mandates are established and met in accordance with acceptable recognized standards.
3. To discuss safety on the job and to make recommendations on safety problems brought before the committee.
4. To review reports of on the job related accidents and their cause and possible prevention: (also deaths, injuries, and illnesses).
5. To consider and make recommendations on the purchase of firefighting equipment.
6. To regularly review manning provisions and to make recommendations concerning the same.
7. To review training procedures and methods for firefighters and supervisors and to make recommendations concerning the same.
8. To review copies of written concerns involving safety filed by members of the bargaining unit.

MOU/Health & Safety

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The Committee shall have a membership of four (4) individuals; two (2) representatives to be appointed by the Union and two (2) representatives to be appointed by the City. This set number of individuals will not preclude the Committee from seeking additional individuals solely in support of obtaining the objectives established by the Committee.

The Committee shall meet no less than four times per year or as often as necessary in order to fulfill its responsibilities, but at no time does the Union intend to assume management's responsibilities to provide the highest standard of health and safety for its employees.

The Committee shall meet within five (5) business days upon request by either the Commissioner of Public Safety or the Union President.

There shall be no quorum of the Health and Safety Committee unless at least one of the two representatives appointed by the City and at least one of the two representatives appointed by the Union are present at a scheduled Health and Safety meeting.

A decision of the Health and Safety Committee shall be by majority vote of an equal number of representatives appointed by the City and representatives appointed by the Union and shall be binding on both Parties.

Any decision of the Health and Safety Committee shall be in writing and filed with the City's Department of Human Resources.

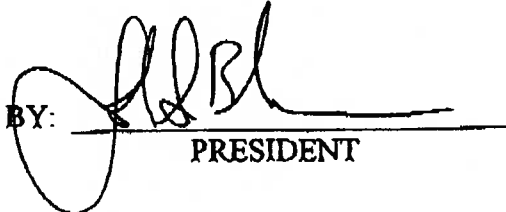
In the event the Health and Safety Committee reaches a deadlock, not governed under OSHA or PESHAs mandates, the question of safety before the Health and Safety Committee shall remain management's prerogative so long as it is consistent with all applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 10<sup>th</sup> of May, 2005.

CITY OF PEEKSKILL

PAID FIREMAN'S ASSOCIATION  
OF PEEKSKILL, NEW YORK, INC.

BY:   
CITY MANAGER

BY:   
PRESIDENT