

**AGREEMENT**

***Between***

***The Village of Pelham Manor***

***- and -***

***The Uniformed Fire Fighters Association of Pelham Manor***

**June 1, 2008 – May 31, 2011**

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AGREEMENT made and entered by and between the Village of Pelham Manor, a political entity (hereinafter referred to as the "Employer", and the Uniformed Fire Fighters Association of Pelham Manor (hereinafter referred to as the "Association").

## ARTICLE I -- UNIT

Section 1: This Agreement shall apply to all full-time employees in the Fire Department in the Village of Pelham Manor employed in the classification of Firefighters, Captains and Assistant Chiefs.

## ARTICLE II -- RECOGNITION

Section 1: The Association, heretofore having presented appropriate evidence that it represents a majority of the employees in the above unit, is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Employer, in determination of the terms and conditions of employment and in respect to the administration of grievances arising under this Agreement.

Section 2: The Employer agrees that, upon presentation of dues deduction authorization cards signed by the individual employees to which this Agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts so designated on the authorization cards as membership dues deductions. The Employer will remit such deductions to the Association (together with a list of employees from whose wages such deductions have been made) within ten (10) days after the last day of the month for which deductions were made. If the employee has no pay or insufficient pay coming on the week that the deduction is made, the employee shall have the responsibility of making that week's payment directly to the Association.

Section 3: The Association collectively (and each of its individual members) has affirmed that it will not, at any time, engage in a strike against the Employer.

Section 4: The Association shall have the right to post notices and other communications on a bulletin board installed on the premises and facilities of the Employer at a location approved by the Employer. Such notices shall not be of a controversial nature.

Section 5: An employee who is designated or selected as Chief Committeeman shall be permitted, on notice to the Fire Chief or Assistant Chief, time from work in reasonable amounts for the purpose of adjusting grievances and for the administration of this Agreement.

### ARTICLE III -- RECIPROCAL RIGHTS

The Association recognizes the right of the Employer to manage. The Employer recognizes its responsibility to direct the work force in accordance with the terms and conditions of this Agreement. The Employer and the Association shall each so administer its responsibilities as to be impartial and fair to all employees and shall not discriminate by reason of nationality, creed, sex, age or race.

### ARTICLE IV -- SCHEDULE

Section 1: The present ten (10) hour-fourteen (14) hour work day will be maintained and the schedule will be compensated to the required average forty-hour week by relieving such employee from duty for three (3) groups of three (3) successive day tours each during the calendar years covered by this Agreement. Work schedules, including scheduled Kelly Days and days for training, for all employees may be changed on two (2) weeks' written notice. Those employed for less than the full calendar year will be relieved during a proportionate number of day tours. Any employee assigned for such relief will be scheduled for four (4) ten-hour day tours per calendar week while on such assignment. Employees hired on or after September 1, 2002 may be assigned to a rotating schedule and/or a continuing day assignment, except for training days, and shall be subject to schedule changes on at least two (2) weeks' written notice notwithstanding the provisions of Article VII, Section 5 below (as they refer to work schedules only).

Section 2: The Chief, or, if he or she is unavailable, the Acting Chief (or, if the Acting Chief is unavailable, the officer in charge) shall grant the request of any two fire fighters (or any two fire officers) to exchange tours of duty. Such exchanges of tours of duty (i) must be requested in writing on forms provided by the Fire Department to the Chief, Acting Chief or officer in charge (as provided above) at least twenty-four (24) hours prior to such exchange becoming effective, (ii) must not impair the efficiency of the Fire Department and (iii) when the exchange of more than two (2) consecutive tours is requested, there must be a co-signer who agrees to take the tour if the substituting party fails to do so.

Section 3: There shall be no limit on the number of exchanges under Section 2 above. The substituting party shall be held responsible for enforcing any such agreements and shall indemnify the Employer for any out-of-pocket loss if the tour of duty is not manned by one of the parties exchanging tours or the co-signer. The words "tour of duty" as used herein shall mean a single shift.

### ARTICLE V -- WAGES

Section 1: The wage rates effective during the term of this Agreement are as set forth on Schedule A annexed hereto.

Section 2: Off-duty employees who respond to a fire signal while arriving for or departing from duty assignment or when on Village premises shall be paid for overtime actually

worked before or after their scheduled tours at one and one-half (1.5) times the regular rate if directed to duty by an officer of the Department.

Section 3: Off-duty employees who respond to a fire signal under circumstances not described in Section 2 of this Article V shall be paid for overtime actually worked before or after their scheduled tour at one and one-half (1.5) times the regular rate, except that there shall be a minimum credit of one (1) hour for time actually worked before or after their scheduled tour. Repetitive responses which can be described as in said Section 2 will be compensated as provided in that Section. Repetitive responses which cannot be described as in Section 2 will be compensated under this Section 3 without limit in time or number.

Section 4: Employees working overtime at the beginning or end of a scheduled tour shall be paid for overtime actually worked at one and one-half (1.5) times the regular rate.

Section 5: Employees working an extra day tour of duty shall be paid at the rate of one and one-half (1.5) times the regular rate for that tour. Employees called in to work an extra night tour shall be paid at the rate of time and one-half the regular rate for the tour. The Employer agrees to maintain a log which will record the time of call and the response from each person called as to whether the overtime was accepted, refused, no answer, sick, vacation or on duty. All overtime, in accordance with present practices, shall be offered to the employees on a rotation basis and the rotation shall continue until accepted by a particular employee or until the assignment is made by the Employer.

Section 6: Employees recalled to duty by telephone for less than a full tour shall be paid for overtime actually worked before or after their scheduled tour at one and one-half (1.5) times the regular rate, except that there shall be a minimum credit of three (3) hours for time actually worked when the provisions of Section 4 of this Article are not applicable. No overtime premium or rate under this Article V shall be pyramided, compounded, added together or paid twice for the same time worked.

Section 7: When the Employer, in its discretion, must call in additional personnel to replace an officer, the Employer agrees to give other officers preference in filling such place.

Section 8: An employee who is assigned to replace temporarily an officer or higher-ranking officer within the bargaining unit (who is absent due to illness, approved leave or vacation) for one (1) tour of duty or more shall be compensated at the higher rate of pay for the duration of such assignment.

## ARTICLE VI -- HOLIDAYS

Section 1: There shall be thirteen (13) paid holidays, whether worked or not, as follows:

January 1st, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving

Day and Christmas Day.

The paid holidays shall be paid for as due in the first payroll period in June and the first payroll period in December of each year. Newly-hired employees shall be paid only for those holidays occurring after their date of hire. Employees whose employment ceases for any reason shall be paid only for those holidays occurring on or before the date their employment ceases for which they have not previously been paid.

Section 2: Employees who are required to work on New Year's Day (January 1), Easter Sunday, Thanksgiving Day or Christmas Day (December 25) shall be paid overtime at the regular rate for time actually worked within the twenty-four (24) hour period of the holiday.

Section 3: Holidays shall be paid for at the rate of twelve (12) hours' pay.

### ARTICLE VII -- VACATIONS

Section 1: The following vacation schedule shall apply:

6 months' service	3 working days
1 year's service	6 working days
3 years' service	9 working days
7 years' service	12 working days
10 years' service	15 working days
14 years' service	18 working days

Section 1(a): Notwithstanding the foregoing, the following vacation schedule shall apply to employees hired on or after June 1, 1984:

six (6) months' service	three (3) working days
one (1) year's service	six (6) working days
three (3) years' service	nine (9) working days
seven (7) years' service	twelve (12) working days (1991)
ten (10) years' service	twelve (12) working days
fifteen (15) years' service	fifteen (15) working days

Section 2: The existing three (3) additional working days for vacation for Captains and for Assistant Chiefs shall be continued for the life of this Agreement. However, employees who are hired after June 1, 1984 and who are thereafter promoted to Captain and/or Assistant Chief shall receive the maximum vacation set forth in Section 1(a) above (fifteen (15) working days) effective on the January 1st following such promotion.

Section 3: Vacation days cannot be accumulated from one year to the next. The qualifying date for vacations shall be December 31st of the preceding calendar year. Vacation eligibility shall be determined by the employee's continuous and uninterrupted service from the time of hiring (original hire or latest hire, whichever is later) by the Employer as a firefighter, captain or

assistant chief. A rehiring within one (1) year shall not be deemed to interrupt continuity of service for purposes of this Article VII.

**Section 4:** The scheduling of vacations shall be discussed between the Association and the Fire Chief. Firefighters shall have the right to split vacation time subject, however, to the needs of the Department and the approval of the Fire Chief. Such approval shall not be unreasonably denied. The Village Administrator shall resolve remaining differences.

**Section 5:** Vacation schedules shall be arranged so that vacation days shall immediately follow or precede normal days off. Normal days off shall not be counted as vacation days. Work and vacation schedules shall be posted at least thirty (30) days prior to enactment.

**Section 6:** Employees who resign shall give the Employer two (2) weeks' written notice of such resignation. Employees who resign without giving the required notice shall forfeit any accrued vacation pay. This Section 6 shall not apply to employees who choose to exercise their option to retire from active service after completing the minimum number of years required under the New York State Police and Firemen's Retirement System.

**Section 7:** When one or more sick days under Article XV, Section 1, fall during an employee's vacation, such employee shall receive only vacation pay pursuant to this Article VII for each such day.

**Section 8:** Vacations of any employee absent from work more than fifty-six (56) calendar days of any calendar year shall be on a prorated basis. Only absences lasting longer than thirty (30) or more consecutive calendar days shall be counted as absences under this Section 8 to reach the fifty-six (56) day level.

**Section 9:** Any employee assigned to a straight day schedule shall receive no less than the minimum consecutive days' vacation as set down by New York State law, as a beginning vacation step.

**Section 10:** If an employee becomes injured in the performance of his/her duties within the meaning of Section 207-a of the General Municipal Law and such injury continues at all times to and including the start of a scheduled vacation, the vacation shall be cancelled if requested by the employee. Upon such a request, the employee's vacation shall be rescheduled during the remainder of the calendar year in accordance with the operating needs of the Fire Department and at the discretion of the Chief. If said vacation is not rescheduled during the remainder of the calendar year in which it was first scheduled, then it shall be carried over into the next succeeding calendar year but not beyond. The rescheduled vacation shall be in addition to the employee's earned vacation for the succeeding calendar year, if any. If the employee returns to duty during said succeeding calendar year, the rescheduled vacation shall be rescheduled during the remainder of that calendar year in accordance with the operating needs of the Fire Department and at the discretion of the Chief.

**Section 11:** Employees with twenty (20) or more years of service with the Employer shall have the option to accept not more than nine (9) working days' vacation in cash during any calendar year in lieu of time off with pay if the same is offered by the Village. It is

understood this means two (2) working days' pay for each one (1) working day's vacation that is worked.

## ARTICLE VIII -- HOSPITAL, WELFARE AND DENTAL COVERAGE

### Section 1:

(a) The Employer will pay the full cost of the present State Health Insurance Plan or a comparable health insurance plan designated by the Employer pursuant to Section 4 below; provided, however, that:

(i) Employees hired on or after June 1, 1998 shall be required to pay the following levels of contribution:

(A) In their first year of employment, thirty-five (35%) percent of the total employer-employee contribution for individual coverage under such plan and fifty (50%) percent of the difference between such total employer-employee contribution for individual coverage and the total employer-employee contribution for individual and dependent coverage;

(B) In their second year of employment, thirty-five (35%) percent and thirty-five (35%) percent respectively; and

(C) In their third, fourth, fifth, and sixth years of employment, twenty-five (25%) percent and thirty-five (35%), respectively.

(ii) Employees hired on or after June 1, 2005 shall be required to pay the same levels of contribution set forth in (a) above; provided, however, that they shall continue to contribute twenty-five (25%) percent and thirty-five (35%) percent, respectively, in the seventh and eighth years of service.

(b) Employee contributions hereunder shall be made until the employee has completed the requisite number of years of continuous and uninterrupted service with the Employer as a firefighter, captain or assistant chief, whether that service commences upon date of hire or upon date of transfer from another community or another position with the Village that is outside of the unit described in Article I, Section 1.

Section 2: The Employer shall contribute up to a maximum of five hundred dollars (\$500) per twelve (12)-month period towards individual or family dental plan coverage (depending upon the particular employee's status) under a dental plan selected by mutual agreement between the Employer and the Association. Employees shall receive a one time reimbursement for dental costs per the attached agreement.

Section 3: Employees who are covered by the Empire Plan (or a comparable health insurance plan designated by the Employer pursuant to Section 5 below) and who are also

covered by an equal or better health insurance plan may notify the Employer in writing prior to June 1st (on a form prepared by the Employer) that they are declining and waiving Employer-paid coverage for which they are and would continue to be eligible hereunder during the next twelve (12) months. The Employer shall then pay such employee no later than July 1st either twenty percent (20%) of the premium costs the Employer would have incurred during the twelve (12) months beginning on said June 1st absent such declination and waiver by the employee or the following applicable amount, whichever is smaller:

- (1) single coverage declined/waived.....\$500
- (2) family coverage changed to single...\$500
- (3) family coverage declined/waived.....\$1,000

It is further agreed by the parties that any employee who elects to receive a cash payment hereunder may, at any time during said twelve (12)-month period for which said payment was made in advance to him/her, send written notice to the Village that he/she wishes to resume health insurance coverage by the Employer's carrier. In such event, the employee's coverage by the Employer's carrier shall begin as soon as possible and shall include village-provided coverage during any waiting period provided the employee repays to the Employer the pro-rated portion of the cash payment previously received hereunder.

**Section 4:** The Employer shall have the right to switch health insurance carriers provided such new carrier provides benefits at least comparable to those benefits being provided by the present health insurance carrier. Ninety (90) calendar days' advance notice in writing shall be given to the Association and a copy of the new proposed plan shall be submitted to the Association for review along with said written notice.

**Section 5:** For employees hired on or before June 1, 2006 only, who have at least five years of Village service at the time of retirement, the Village shall contribute seventy (70%) percent of the individual or family health insurance premium in retirement.

#### ARTICLE IX -- PENSIONS

**Section 1:** The employees in the bargaining unit may enroll in the twenty (20) year non-contributory Pension Plan Section 384D under the New York State Police and Firemen's Retirement System.

**Section 2:** The Employer will provide the additional benefit of Section 302-9d, which is known as the final year coverage, for those employees employed before July 1, 1973.

#### ARTICLE X -- LIFE INSURANCE

The Employer shall contribute one hundred ninety-five dollars (\$195) per year towards the cost of a life insurance policy purchased and paid for by the Association.

## ARTICLE XI -- FUNERAL LEAVE AND EXPENSES

Section 1: In case of the death of a member of the immediate family of an employee, the employee shall be granted a leave of up to three (3) consecutive scheduled work days which shall be taken between the date of the death and the day after the funeral. For this purpose, the immediate family shall consist of the persons having the current relationship of father, mother, spouse, brother, sister, son, daughter, step-parents and step-children, mother-in-law and father-in-law, and grandparent of the employee, whose funeral is attended by the employee. No funeral pay shall be paid when it duplicates pay received for time not worked for any reason.

Section 2: The Employer shall pay all reasonable funeral expenses but not exceeding fifteen thousand dollars (\$15,000) of an employee who dies in the actual performance of duty.

## ARTICLE XII -- EDUCATION

Section 1: Employees who successfully complete accredited courses in fire protection, recommended by the Fire Chief and approved by the Board of Trustees, will be reimbursed for tuition and textbook expenses.

Section 2: Employees shall be granted leave with pay for educational purposes to attend conferences, seminars or other functions of a similar nature that are intended to improve, maintain or upgrade the employees' skill and professional abilities, provided that the Employer's decision to grant such leave shall be in its sole discretion.

Section 3: If payment has been received from any governmental program for any courses covered by Section 1 above, the Employer shall pay the balance, if any, after deduction of such other payments. If eligible to participate in any such governmental program, the firefighter shall apply for payment thereunder before submitting a voucher or request to the Employer for reimbursement under Section 1 above.

Section 4: In the event a firefighter resigns (exclusive of retirement) prior to the expiration of three (3) years following the successful completion of any courses under Section 1 above, any tuition and textbook expenses paid by the Employer hereunder shall be refunded to the Employer.

## ARTICLE XIII -- MISCELLANEOUS

The Village will participate in civil service promotional tests (for captain and assistant chief) at each opportunity unless otherwise agreed between the Village Administrator and the President of the union.

## ARTICLE XIV -- ASSOCIATION BUSINESS

The President or the Vice President or the Secretary or the Treasurer of the Association may be granted up to a total of ten (10) working days' leave per contract year for the purpose of attending conventions or other appropriate Association business.

## ARTICLE XV -- SICK AND PERSONAL LEAVE

### Section 1:

(a) Sick leave shall continue to be paid as has been done in the past for the duration of this Agreement for Employees hired on or before May 31, 2005. Permission for such leave shall not be unreasonably denied. The Association recognizes the importance of sick leave and the obligations of the employee, as well as the advantage to him or her, to utilize it only when incapacitated for the performance of duty by sickness. The Association, therefore, agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave. Separate totals shall continue to be kept for days lost due to on-the-job injury and days lost due to sickness.

(b) Employees hired on or after June 1, 2005 and before June 1, 2008 shall be credited with 1040 hours of sick leave upon hire and shall earn sick leave thereafter at the rate of 120 hours per year of active service (10 hours per month), with a maximum unused sick leave accumulation of 2080 hours.

(c) Employees hired on or after June 1, 2008 shall be credited with 1040 hours of sick leave upon hire and shall earn sick leave thereafter at the rate of 50 hours per year of active service (4.167 hours per month), with a maximum unused sick leave accumulation of 2080 hours.

Section 2: All reports of illness requiring absence from work must be made to the officer in charge and must be made by the employee involved. Any employee absent because of sickness shall notify the Employer thereof on each day he or she was scheduled to work as early as possible before his or her scheduled reporting time. Sick leave requested under Section 1 above for elective surgery shall be taken at a time designated by the Employer.

Section 3: To be eligible for any payments under Section 1 above, an employee must furnish to the Employer, upon request, a physician's written statement that all days of sick leave beyond the second consecutive working day were necessitated by a specific illness or condition and certifying that the illness or condition which was treated no longer prevents a return to duty. If requested to do so, employees must provide such a physician's statement within a reasonable period of time (not to exceed ten (10) calendar days) after the request. The Chief or the officer in charge of the department may waive the requirement of the physician's statement.

Section 4: Employees whose excused days because of sickness demonstrate a pattern of absences (including, without limitation, absences on particular days of the week or

immediately following or preceding days off for any reason) are subject to appropriate sanctions. Employees suspected of abusing sick leave privileges may be required to submit a physician's certificate in substantiation of each absence due to claimed illness regardless of duration. This requirement will not be invoked without first advising the employee in writing of his or her questionable sick leave record. If the employee's sick leave record continues to be questionable, the employee will be advised in writing that all future requests for sick leave must be supported by a physician's statement.

Section 5:

(a) A maximum of forty-eight (48) hours' personal leave shall be granted to each member of the bargaining unit each contract year after prior notification to the Fire Chief of the purpose of the leave. However, employees hired after June 1, 1980 shall receive either: (i) one (1) day personal leave during the period from the completion of six (6) months' employment through the following May 31st if hired between June 1st and December 31<sup>st</sup>, or (ii) two (2) days' personal leave during the next succeeding contract year starting on June 1st after their date of hire if hired between January 1st and May 31st of which one (1) day's leave shall be available as soon as they have completed six (6) months' employment and the remaining one (1) day shall be available during the period after completion of one (1) year's service through the next following May 31st. Each personal leave taken will be for a ten (10) or fourteen (14) hour work shift. There will be no partial personal time granted. Applications for personal leave must be requested at least seventy-two (72) hours in advance of the time requested in order for the Fire Chief to arrange work coverage. In cases of emergency, such advance notice shall be waived by the Fire Chief.

(b) Personal leave shall not be cumulative from one year to the next except where: (i) an employee has at least one (1) personal leave work shift (10 or 14 hours) remaining unused by the end of a contract year, or (ii) an employee's personal leave request is denied by the Village on the ground(s) that operational or manpower needs and/or the need to provide adequate coverage prevent the granting of such leave prior to the end of the contract year. With respect to each such exception, such one (1) personal leave work shift (10 or 14 hours) may be carried over but must then be taken within the first two (2) calendar months after the end of the contract year or, at the discretion of the Chief, thereafter.

Section 6: An annual physical examination, upon request of any employee within the bargaining unit, shall be provided at the expense of the Employer or applicable medical plan by the doctor of the employee's choice, if such doctor renders a report in the form prescribed by the Employer. The Employer reserves the right, at its discretion, to order a physical examination at any time. Such employee must agree in advance to release the results of this examination to the Employer. Any employee not certified as fit for duty as a result of this examination shall be suspended.

Section 7: Personal leave shall not be used immediately before or immediately after vacations. This restriction can be waived by the Fire Chief. No more than one (1) personal leave day shall be taken in any day or night tour and, in cases of conflicting requests for personal leave between or among employees scheduled to work on a particular tour, such leave shall be

granted in order of time requested. The requirements of this Section 7 may be waived by the Fire Chief.

**Section 8:**

(a) Employees covered by this Agreement, who are employed for the full calendar year, and who have not been absent for more than three (3) months under worker's compensation or disability, shall receive a lump-sum attendance bonus on or before the second Friday in January in the next succeeding calendar year in accordance with the calendar year of payment schedule set forth below:

**Number of Paid Sick Days**

zero (0)	\$950
one (1)	\$800
two (2)	\$675

(b) Employees who are absent under worker's compensation or disability shall receive a pro rata attendance bonus computed by comparing the number of worker's compensation or disability days taken to the annual number of days scheduled to work. Employees who request and are determined to be absent on disability leave covered by General Municipal Law Section 207-a during a calendar year will be ineligible for an attendance bonus for such contract year.

**ARTICLE XVI - G.M.L. SEC. 207-a**

**Section 1:** In order to better manage the administration of disability benefits for its firefighters and ensure that firefighters who are entitled to such benefits receive them, the following policy will be implemented. A failure to comply with these procedures may result in the denial of benefits.

**Section 2: Definitions**

(a) General Municipal Law Section 207-a (GML Section 207-a) - The provision of the General Municipal Law which provides full salary and medical expenses to a firefighter who is determined by a municipality to have sustained an injury or sickness in the performance of his/her duties.

(b) Chief - Shall mean the Fire Chief or any individual designated by him/her.

(c) Applicant - Any firefighter, fire captain or assistant fire chief (all referred to herein as "firefighter") making application for benefits under GML Sec. 207-a.

(d) Limited Duty - Such duty as is determined by the Chief to be performable by firefighters with some degree of disability.

Section 3: Application for Benefits

(a) No application for disability benefits shall be considered unless a written incident report has been filed with the Chief within twenty-four (24) hours of the incident which gave rise to the disability.

(b) The application for disability benefits may be made by the applicant or by some person acting on behalf of and authorized by the applicant. The failure to submit an incident report within the twenty-four (24) hour time limit may be excused by the Chief in appropriate cases, including instances where the alleged disability prevented the applicant from filing the report.

(c) The application for benefits will be made on a form provided by the Department and must be submitted to the Chief's office within ten (10) days of the date of the incident which gave rise to the claimed disability. The application must set forth fully: (1) the time and place where such injury occurred; (2) a detailed statement of the facts and circumstances which led to the claimed disability; (3) the nature and extent of the applicant's injury including reports from all doctors or medical personnel by whom the firefighter was examined or treated; (4) the alleged incapacity suffered by the firefighter and (5) the names of any witnesses to the incident which gave rise to the claimed disability.

(d) The Chief shall have exclusive authority to determine all applications for benefits. The Chief shall review each application and have full authority to: (1) require the applicant to submit to medical tests and examinations; (2) require sworn statements for the applicant and all witnesses and (3) require the production of all books, records and reports pertaining to the injury from the applicant or any physician or medical personnel or other individual having custody of said records.

Section 4: Determinations

A determination will be made by the Chief within thirty (30) days of the date of receipt of the application. Upon a determination of entitlement to disability benefits, all leave credits which were deducted as a result of time missed which are determined to have resulted from the injury will be recredited to the firefighter.

(a) A firefighter deemed to be entitled to disability benefits will advise the Chief in writing of any change in his or her status *i.e.*, any improvement in physical or mental condition during the disability. Such reports must be filed any time there is a change in status but must be filed at least on a monthly basis even if there is no change in status. The report will state: (1) the status of the injury; (2) the name of any doctor or other medical personnel who examined or treated the firefighter during that period of time; (3) the treatment prescribed; (4) the estimated length of the recovery period and (5) whether the firefighter is capable of performing any work for the Department despite his/her injury.

(b) A firefighter receiving Section 207-a benefits will submit to such medical

examinations as are required by the Chief. Upon receipt of a medical report certifying that the firefighter may perform full duty or light duty, the firefighter will return to duty if so ordered by the Chief. A firefighter who refuses to return to work after certification of fitness for duty forfeits any right to GML Sec. 207-a benefits and may be subject to discipline. A firefighter may, however, seek review of the determination of fitness for duty as provided below.

Section 5: Review of Determinations

(a) A firefighter who (a) has been denied disability benefits upon proper application, or (b) is determined to no longer be entitled to such benefits or (c) has been determined to be fit to return to full duty or limited duty status, may appeal the Chief's determination, in writing, within ten (10) days of receipt of the Chief's determination to the Village Administrator. The appeal shall set forth the Chief's determination, all relevant facts and the reason the Chief's determination should be changed. The Village Administrator will render a determination, in writing, within ten (10) work days of receipt of the firefighter's appeal.

(b) In the event that the firefighter disagrees with the determination of the Village Administrator, he or she may request a hearing within ten (10) days of the receipt of the Village Administrator's determination.

(c) The hearing will be held before the Village Board or its designee. The hearing officer will have full authority to require testimony under oath, order the production of documents and prepare a complete record of the proceedings. The firefighter appealing the determination may be represented by counsel or a union representative. The firefighter may cross examine witnesses and introduce witnesses and evidence in support of his or her position. Formal rules of evidence will not be applicable at any hearing.

(d) If a hearing officer is designated by the Village Board, he or she will prepare findings and recommendations which will be submitted to the Village Board for its final determination. The final determination of the Village Board will be made as soon as is practicable after the close of the hearing or upon receipt of the hearing officer's report.

(e) The final determination of the Village Board may be reviewed only pursuant to an Article 78 proceeding.

Section 6: Payment of Medical Services

No bills or claims for medical services rendered pursuant to GML Sec. 207-a shall be paid unless the following procedure is complied with:

(a) Except in the case of an emergency, an employee receiving disability benefits shall obtain prior permission from the Chief before incurring any expense for medical services alleged to be related to the disability. In the event of an emergency, the Chief shall be notified within twenty-four (24) hours of the time the firefighter received treatment.

(b) On each bill or claim for medical services the person or persons rendering such services shall certify thereon that the services rendered were required as a consequence of the disability related incident.

Section 7: General Provisions

(a) Firefighters receiving benefits under GML Sec. 207-a shall refrain from any activity which is inconsistent with their disabled status. Firefighters receiving disability benefits will not engage in outside employment.

(b) Firefighters receiving GML Sec. 207-a benefits will take all reasonable steps to return to work as soon as they are able to do so. This includes compliance with all treatment prescribed by medical personnel.

(c) Firefighters who fail to comply with this procedure forfeit their rights to disability benefits. Any such forfeiture is subject to review as provided above.

ARTICLE XVII – GRIEVANCE PROCEDURE

Section 1: Any dispute arising concerning the interpretation or application of the terms of this Agreement shall be processed in accordance with the following procedure.

Section 2: A grievance of an employee or employees shall be presented by the Chief Committeeman to the Fire Chief for resolution. Grievances must be presented within thirty (30) calendar days after the facts giving rise to the grievance were discovered by the employee or the Association.

Section 3: In the event that such grievance is not resolved within five (5) business days of presentation, it shall then be submitted within ten (10) business days of such presentation, in writing, to the Village Administrator for resolution.

Section 4: In the event that such grievance is not resolved within ten (10) business days of presentation to the Village Administrator, it may then be presented to the Board of Trustees within twenty (20) business days of submission to the Village Administrator.

Section 5:

(a) In the event that such grievance is not resolved within ten (10) days of presentation to the Board of Trustees, it may then be submitted by either party to binding arbitration before an impartial arbitrator. The impartial arbitrator shall be designated by the parties, alternatively depending upon their availability, from among William Babiskin, Herbert L. Haber, and Janet Spencer in that order.

(b) The costs of the arbitration shall be borne by the party losing the arbitration.

except that: (i) where the result is not clear cut (e.g. where disciplinary action is sustained but modified), or (ii) where the remedy requested by the grieving party during the arbitration hearing is not granted in full, the costs of the arbitration shall be borne equally by both parties. The Village and the Association shall bear the expenses of their respective witnesses.

(c) It is the intent of the parties that the special three-person arbitration panel named in Section 5(a) above shall be continued as a permanent panel and, further, that each such individual arbitrator named shall continue to serve during this Agreement and all successor agreements unless and until he or she dies or submits his or her resignation in writing or the parties mutually agree to drop or replace such arbitrator. In such event, he or she shall be replaced upon the permanent panel by Carol Wittenberg and Robert Simmelkjaer in that order.

Section 6: No grievance settlement or arbitration award shall be retroactively effective to a date more than thirty (30) calendar days before the first presentation of the grievance under Section 2 above.

Section 7: The arbitrator's award shall be rendered within thirty (30) calendar days from the close of the hearing.

Section 8: Only grievances arising out of the same incident, occurrence or event or involving the same contract provision may be submitted to each arbitration hearing unless the parties agree to the contrary.

Section 9: A written demand for arbitration must be made to the Employer within six (6) months after the filing of a grievance unless such time limit is mutually extended by the Village and the Association.

#### ARTICLE XVIII-- SAFETY REGULATIONS

Section 1: The following safety clauses have been mutually approved and shall be included in the Training Manual of the Fire Department:

Rules for Dispensing Gasoline, July 1974  
Rules for Operating the Tower Ladder,  
Safety Regulations, March 11, 1975

Section 2: The Employer may institute such physical fitness training plan or program as is agreed on by the parties.

Section 3: The parties shall establish a Health and Safety Committee consisting of two (2) representatives appointed by the Employer and two (2) representatives from the Association, which Committee shall discuss health and safety matters. There shall be a minimum of two (2) meetings each contract year. The Committee shall keep minutes. The Committee shall have authority to make recommendations (which must be unanimous) to the Employer and the

Association relating to such matters. The parties recognize that such recommendations, if any, will not be binding on the Employer or on the Association, which may accept or reject them in whole or in part. Disputes, if any, arising under the provisions of this Section 3 shall not be subject to the grievance-arbitration procedure set forth in Article XVII above, except to enforce this Section 3.

Section 4: The Village shall pay up to three (3) hours straight time up to four (4) times per year for voluntary attendance at drills; provided that it does not result in overtime for the employee on his/her regularly scheduled shift.

#### ARTICLE XIX -- PROTECTIVE AND WORK CLOTHES

Section 1: The Employer shall continue to provide at its expense all protective and work uniforms and work shoes necessary and required for the proper performance by the members of the Association of their duties as fire fighters in accordance with the practices as of the effective date of this Agreement.

Section 2: Work uniforms and shoes shall be ordered annually within ninety (90) days of each new fiscal year. The amount presently paid by the Village and the system presently in use shall be continued except that employees shall be allowed to make substitutions among the items specified by the Village, provided such substitutions (a) are of equal dollar value and (b) are not for new items not originally specified by the Village. The Employer agrees to appropriate extra monies as necessary during each contract year covered by this Agreement to maintain this benefit, but not less than five hundred dollars (\$500) during any contract year.

Section 3: Dress uniforms shall be replaced at the Employer's cost at such time or times as the Employer determines such replacement is necessary.

Section 4: The amounts paid under Section 2 above shall be on a pro-rated basis for any employee who is absent from work for more than six (6) consecutive months (except for worker's compensation or line-of-duty injuries) as of the start of any contract year.

#### ARTICLE XX -- SEVERANCE ALLOWANCE

Section 1: On involuntary termination of any employee in the bargaining unit due to a reduction in force, a severance allowance shall be paid according to the following schedule:

Five (5) to nine (9) years' service	two (2) weeks' salary
Ten (10) to fourteen (14) years' service	three (3) weeks' salary
Fifteen (15) or more years' service	four (4) weeks' salary

Section 2: Any employee who is rehired or recalled from layoff after having qualified for and received a severance allowance hereunder shall be deemed a new employee for the purposes of qualifying for any subsequent severance allowance.

Section 3: No payments shall be made under this Article XX if a suspended operation is assumed by another entity, organization or agency, governmental or otherwise, and the employees affected are offered permanent employment with such entity, organization or agency within four (4) weeks of their last day worked for the village in jobs substantially similar to those they have been performing.

#### ARTICLE XXI -- DURATION

Section 1: This Agreement shall be effective June 1, 2008, insofar as practicable, and shall continue in effect through May 31, 2011.

Section 2: Notice concerning negotiation of a new agreement shall be given pursuant to the terms of the Taylor Act.

Section 3: Article XVII (Grievance Procedure) of this Agreement shall continue in full force and effect until a new agreement succeeding this Agreement is negotiated.

Section 4: In accordance with Section 204-a(1) of the Civil Service Law, 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 for the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

VILLAGE OF PELHAM MANOR

By: \_\_\_\_\_  
VILLAGE MANAGER

UNIFORMED FIRE FIGHTERS ASSOCIATION  
OF PELHAM MANOR

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

# SCHEDULE A

## 1. Wages

		01-Jun-08	01-Jun-09	01-Jun-10
<b>Hired before 6/1/88</b>				
		4.00%	4.00%	4.00%
Assistant Chief		\$104,722	\$108,911	\$113,267
Captain		\$100,170	\$104,176	\$108,344
Firefighter	5th Year	\$81,550	\$84,812	\$88,204
	4th Year	\$74,615	\$77,599	\$80,703
	3rd Year	\$67,682	\$70,389	\$73,205
	2nd Year	\$60,743	\$63,173	\$65,700
	1st Year	\$48,930	\$50,887	\$52,923
<b>Hired after 6/1/88 and before 6/1/98</b>				
Assistant Chief		\$104,722	\$108,911	\$113,267
Captain		\$100,170	\$104,176	\$108,344
Firefighter	5th Year	\$81,550	\$84,812	\$88,204
	4th Year	\$72,751	\$75,661	\$78,688
	3rd Year	\$63,953	\$66,511	\$69,171
	2nd Year	\$55,156	\$57,363	\$59,657
	1st Year	\$46,359	\$48,213	\$50,142
<b>Hired after 6/1/98</b>				
Assistant Chief		\$104,722	\$108,911	\$113,267
Captain		\$100,170	\$104,176	\$108,344
Firefighter	5th Year	\$81,550	\$84,812	\$88,204
	4th Year	\$71,301	\$74,153	\$77,120
	3rd Year	\$61,054	\$63,496	\$66,036
	2nd Year	\$50,806	\$52,838	\$54,952
	1st Year	\$40,558	\$42,180	\$43,867

## 2. Longevity

In addition to the applicable wage scale set out above, longevity payments shall be made to eligible employees according to the following schedule:

<u>Consecutive Years of Service Completed</u>	<u>Longevity Payment ( Total)</u>
	<u>June 1, 2008</u>
five (5) years	\$250
ten (10) years	\$750
fourteen (14 ) years	\$1,100
eighteen (18) years	\$1,400

Longevity increases, where applicable, shall become effective on (and shall be measured from) the anniversary date of the employee's employment by the Employer (original hire or latest hire, whichever is later) as a firefighter, captain or assistant chief.