

AGREEMENT BETWEEN THE VILLAGE OF PORT CHESTER
AND
THE PORT CHESTER PROFESSIONAL FIRE FIGHTERS
ASSOCIATION
LOCAL 1971,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

JUNE 1, 2008 TO MAY 31, 2011

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AGREEMENT

AGREEMENT made the 30th day of October 2009 by and between the PORT CHESTER PROFESSIONAL FIRE FIGHTERS ASSOCIATION, hereinafter referred to as the "Association" and the VILLAGE OF PORT CHESTER, NEW YORK, hereinafter referred to as the "Village".

WITNESSETH

The Members of the Association are employed by the Village as Professional Fire Fighters in the Fire Department of said Village; and

WHEREAS, the fire fighters comprising the membership of the Association presently operate under a schedule of salaries and other benefits as negotiated prior to the term of this Agreement; and

WHEREAS, the parties are desirous of setting down in a formal contract the terms of said Agreement,

NOW THEREFORE, it is hereby agreed as follows:

Section 1. Legal Basis for Agreement

The law governing this contract shall be the Civil Service Law of the State of New York, local laws of the Village of Port Chester, the Public Employees Fair Employment Act and such other statutory provisions in effect at the time of the execution hereof.

Section 2. Affiliation

The Association represents that it is affiliated with the International Association of Fire Fighters, Local #1971, AFL-CIO.

Section 3. Recognition

The Village recognizes the Association as the sole and exclusive representative for all of said Professional Fire Fighters employed by the Village and further agrees that the Association shall be the exclusive representative for all bargaining and grievances of the Professional Fire Fighters so employed by the Village, which grievances arise out of or are related to such employment.

Section 4. Job Description

The job description to be referred to will be the Westchester County Department of Personnel as set forth in Schedule "B" attached hereto and made a part hereof.

Section 5. Salary

The salaries to be paid the fire fighters are set forth in Schedule "A" attached hereto and made a part hereof. Said Schedule shows the following increases for the periods shown:

Effective June 1, 2008 to May 31, 2009 – 0% increase

Effective June 1, 2009 to May 31, 2010 – 2% increase, plus a 1% lump sum payment based upon the members' 2008-2009 base salary

Effective June 1, 2010 to May 31, 2011 – 2.5% increase, provided, however, that the Step 1 rate effective June 1, 2010 shall be \$79,000

Section 6. Longevity

Members of the Association shall be entitled to longevity compensation in each contract year as follows.

Effective June 1, 2008 through May 31, 2011:

- | | |
|--------------------------------------|------------|
| a) Completion of 7 years of service | \$975.00 |
| b) Completion of 12 years of service | \$1,225.00 |
| c) Completion of 15 years of service | \$1,925.00 |

Section 7. Work Schedule

The working hours per week is forty (40) hours for each Professional Fire Fighter so employed by the Village and shall continue to be such except as may be amended by reason of State law or negotiation in future years. The day shift shall consist often (10) hours and the night shift shall consist of fourteen (14) hours.

The Village will post the schedule for individual fire fighters for a one year period, at least six months in advance. If present schedule is proposed to be changed, it will be discussed with the Labor-Management Committee.

A Department Clerk, who shall be designated for assigned clerical duties in addition to his duties as a fire fighter, shall receive an increment of two thousand (\$2,000.00) dollars. These increments are not cumulative but are the full amounts to be received in each contract year.

Section 8. Reserved for future use.

Section 9. IT Systems Administrator

The Village Manager shall designate one of the Port Chester Professional Fire Fighters to be the IT Systems Administrator who shall meet the qualifications set forth in

the attached job description. This position shall have a stipend of two thousand (\$2,000.00) dollars per year.

Section 10. Light Duty

The Village and the Union agree that it is necessary to provide gainful work for those who have been disabled in the line of duty. Best efforts will be made by the Village to provide light duty work. This work shall be consistent with the duties of the fire fighter and will be made after appropriate medical certification of such member's ability to perform light duty functions. It is understood and agreed that the filling of any light duty work assignment shall not go beyond the current status quo (current practices and procedures of the Port Chester Fire Department) insofar as creating additional financial obligations to the Village (overtime, etc;)

Section 11. General Municipal Law. Section 207-a.

The issues regarding the application of GML Section 207-a and procedures therefore (i.e. determination of disability status, light duty assignments, competent medical review, the current light duty schedule, etc.) to fire fighters shall be referred to the Labor Management Committee. Upon a successful resolution of these issues, the Village and the Union agree to execute a side letter of agreement that will be attached to the collective bargaining agreement and become a part hereof.

Section 12. Jury Duty

Members of Local 1971 who are called to jury duty shall be required to notify the Fire Chief or his designee within forty eight (48) hours from the time of receipt of a notice for jury duty by providing a copy of such notice to the Fire Chief. Jury duty shall include either Grand Jury or Petite Jury, either in the State or Federal Court. In the event the member is placed on a jury standby schedule and not required to be present in court, the member shall report to work as scheduled and if notified to report to court shall immediately notify the Fire Chief's office.

In the event a member is required to be present in court pursuant to the jury duty notice while his group is scheduled to work, such member shall be excused from work with no loss of pay or benefits. The excusable time from work shall include tours for which his group is scheduled to work covering any part of the calendar day that he is required to attend court. As a condition of eligibility for the compensation and benefits provided herein, the member shall provide to the Fire Chief the certification of jury service indicating the dates the member was present in court for jury service.

The member shall reimburse the Village for any per diem payment received from the court system for jury service for each day that he is excused from duty and paid by the Village.

In the event the Department schedules an off-duty member to work for the excused member, and attendance for jury duty for such day is cancelled, the Chief shall have the right to cancel the overtime tour prior to the replacement of member commencing work at the scheduled start of the overtime tour.

Section 13. Sick Leave

- a) In addition to all authorized time off: each member of the Association shall be entitled to ten (10) sick days in each contract year. There will be a three-day bonus of sick days if not more than two (2) sick days are used in a contract year. Also, there shall be unlimited accumulation of unused time.
- b) All current Association members are given a sick leave bank often (10) days per contract year with a minimum of sixty (60) days. However, the 60-day minimum may not be accumulated until it has been earned and only to the extent not used.
- c) At retirement or termination due to disability, 50% of unused sick time up to a maximum of ninety (90) days is payable at twelve (12) hours per day regular hourly rate. With respect to the sick leave bank at B, however, only three (3) days per contract year may be accumulated and qualify for the 50% payment on retirement and then only if earned and unused. The maximum limitation of ninety (90) days shall apply to all accumulations.
- d) The Village reserves the right to request physician verification after the third consecutive day of absence, or, at its discretion whenever it has reasonable grounds to believe that sick leave is being abused. In those instances when the Village requires a physician's verification, the Village shall reimburse the co-pay, if any, for the visit."

Section 14. Vacation

Every member of the Association shall be entitled to a paid vacation bank each year as follows:

- a) Beginning in the second year of employment, the annual vacation bank shall be 112 hours.
- b) Beginning in the fifth year of employment, the annual vacation bank shall be 168 hours.

- c) Beginning in the 10th year of employment, the annual vacation bank shall be 224 hours.
- d) Days worked when taken shall be charged against the bank based on the number of hours scheduled on that day. No member of the Association shall be required to accept money in lieu of vacation. Vacation periods shall be granted according to seniority, so long as it is compatible with the proper operation of the Fire Department, and in such manner as not to generate overtime. No accumulation of vacation shall be permitted beyond the year in which said vacation is scheduled, without the prior approval of the Village Manager, and shall otherwise be consistent with present Village policy.
- e) In addition to the foregoing, each member shall be entitled to five (5) personal days.
- f) Each member of the Association shall be entitled to fourteen (14) paid Holidays in accordance with present practices and procedures. The Village agrees to pay for four (4) holidays per year in lieu of granting time off. The holidays are to be compensated at 1½ regular time for twelve (12) hours per holiday.
- g) Christmas and Thanksgiving shall be considered super-holidays and shall be paid at the rate of time and a half so long as the member works either Thanksgiving and/or Christmas or both Thanksgiving and Christmas. If a member is not scheduled to work either Christmas or Thanksgiving, but is called into work, the compensation for that time will be super-holiday rate plus time and a half.

Section 15. Bereavement Leave

Each member of the Association shall be entitled to excused time off with pay to attend the wake and funeral of his immediate family, beginning with the day off of the death and until the day following the funeral, the day of the funeral is from 8 a.m. to 8 a.m. the following day. The following day is to be a workday if scheduled. In any event such days shall not exceed three (3) working days immediate family shall now include the addition of Grandparents and Grandchildren. Each member of the Association shall be entitled to take time off with pay for the complete day of the funeral of Aunt, Uncle, Sister-in-law, Brother-in-law, Niece, Nephew, Grandfather-in-law and Grandmother-in-law. Complete day off shall consist of 12:01 a.m. to 12:00 p.m. midnight of the day of the funeral. This leave shall only be granted if the member is scheduled to work that day.

Section 16. Professional Development & State Mandated Training

- a) The Village and the Association shall, from time to time, review the plan for reimbursement of the Professional Fire Fighters for appropriate development training in Fire Fighting Science or job related course. This shall include consideration of the tuition fees, books, and supplies. All members must show proof in form of an official school transcript of an earned grade of a C or higher as prescribed by the school in order to receive reimbursement. Upon proof of such grade the Association member shall receive a maximum reimbursement of \$1,750.00; per a semester.
- b) It is understood and agreed that compensation for training provided by the Village as mandated by the State of New York will be paid in the following manner. Sixty (60) hours will be paid at the rate of time and one half. The remaining forty (40) will be completed while on duty. To complete the forty (40) hours, the MTO will train the three (3) groups that he is not assigned to while off duty at the pay rate of time and one half. A Training Schedule will be provided by the Village that complies with the New York State requirements (19NYCRR, PART 426 & 427). The Port Chester Professional Fire Fighters MTO will be present and witness all training and sign off on all documentation concerning the Career Fire Fighters. The training schedule will be approved by the Fire Chief in advance, and be posted by December 1 of each year.
- c) Any additional In-Service Training (beyond the State Mandated 100 hours), that the Professional Fire Fighters are requested to attend of duty by the Fire Chief, will be paid at the rate of time and one half.
- d) The Village Manager shall designate one of the Port Chester Professional Fire Fighters to be a Municipal Training Officer. The MTO shall plan and conduct a State approved training program for all members of the Association. This position shall have a stipend of two thousand (\$2,000.00) dollars per year.
- e) Fitness Reimbursement – The Village agrees to reimburse each member, in each year, up to \$250.00 for Health Club membership, not to exceed actual expenditure.

Section 17. EMT Stipend

All members of the Association who maintain EMT Certification shall be paid a stipend of one thousand (\$1,000.00) dollars per year.

Section 18. Benefit Plans

- a) **Medical & Hospitalization** - The Village shall pay for all costs incurred in maintaining in full force and effect the hospitalization and medical benefit plan currently in effect for the members of the Association with the option to the Village to self-insure or change carriers as it may elect, subject to the limitations that such change shall not result in a reduction in benefits. The Village's present Medical Insurance Plan is Core Plus Enhancement Empire Plan. Members of the Association hired after June 1, 1985 shall have a payroll deduction of thirteen (13%) of the cost of the medical benefit plan until age fifty five (55), upon which time medical benefits will be paid for by the Village in full. Members of the Association hired prior to June 1, 1985 shall have a payroll deduction of six and one half (6.5%) percent capped at current dollar values of the cost of the medical benefit plan until age fifty five (55), upon which time medical benefits will be paid for by the Village in full. Members who retire after the execution of this Agreement, who were hired before June 1, 1985, will contribute the same dollar amount (6.5% capped) towards the medical benefit plan until age fifty five (55) at which time medical benefits will be paid by the Village in full. The Village will offer to make such a deduction with pretax dollars pursuant to IRS Section 125 Plan. Any cost related to the adoption or administration of this plan shall be the responsibility of the Village. The co-payment for prescription drugs shall not go above thirty (\$30.00) dollars, however, the annual deductibles and maximum out of pocket expenses can be increased in accordance with the medical component of the consumer price index for employees using nonparticipating providers. The Village will provide up to four (4) hours off for each member in each year of the Agreement to participate in cancer screening tests. Notwithstanding the above, all members of the unit hired on or after June 1, 2009 shall contribute 15% of the full cost of all medical/health insurance throughout their employment with the Village and throughout their retirement.
- b) **Retirement Benefits** - The Village shall pay the total 100% of hospital, and medical coverage for retirees covered under the provisions of the New York State Policeman's and Fireman's Retirement System and their dependents after age 55 subject to the provisions of subsection (E) below.

Final Average Salary: It is agreed and understood that members shall be covered under the terms of the New York State Police and Fire Retirement System (FAS).

- c) **Alternative Coverage Plans for Retirees** - Where the Village has an obligation to provide hospitalization and medical coverage to retirees who are Medicare eligible, it shall have the option of satisfying that obligation by providing the Medicare coverage with an AARP or similar program as a supplement in place of the plan in effect for current employees. In all cases, this right shall be subject to the following conditions:

1. To the extent that the retiree does not receive the same drug and prescription benefit as such employee would receive under the plan in effect for current employees, the Village will make up the applicable percentage basis.
2. In the event the benefits provided to the retirees under the Medicare-AARP plan shall materially and negatively further diverge from those provided under the then current employee plan, the retiree shall have the option to elect and the Village will provide the current employee insurance plan to such retiree subject to any retiree contribution called for in the contract (See (A) above).

d) **Hospitalization Buyout**

1. The Village shall have the option of offering a medical buyout to members of Local 1971 the terms of which will be thirty three (33%) percent of the cost of the members medical benefits or \$2,500.00 whichever is less.
2. Payments on the buyout shall be made quarterly at the end of each quarter with the right of the member to return to coverage at the beginning of any quarter by giving the Village at least thirty (30) days prior written notice subject to the limitation that there shall be no further buyout in that calendar year.

e) **Maintenance Status and Vesting** - The parties further agree that members in retirement will be bound by their individual or family status at retirement except for a change from family to individual coverage. Members will be ineligible for medical insurance coverage at retirement unless they have a minimum of ten (10) years uninterrupted service with, and retire from the Port Chester Fire Department.

f) **Dental Plan** - During the life of the Agreement, the Village will pay the employee cost of an approved dental plan and will provide a payroll deduction from the employee's pay to cover the cost of family membership.

g) **Life Insurance** - The Village will provide life insurance for each Association member at a cost of \$17.00 per month per fire fighter; in no event shall the cost to the Village exceed \$204.00 per fire fighter per year. The amount of insurance provided for each fire fighter to be determined by the rate charged for the insurance by the carrier applied against the amount the Village is obligated to pay by this paragraph. The amount of insurance shall be reduced by 50% on retirement and all payments and obligations of the Village shall terminate as to any fire fighter reaching the age of 70.

- h) **Survivor Benefits** - The Village agrees to the adoption of Section 208-b of the General Municipal Law, which Law provides for death benefits for beneficiaries of Fire Fighters whose death is incurred in the performance of duty.
- i) **Prescription/Safety Eyeglasses** - The Village agrees to pay the first \$150.00 to each member of the Association for prescription/safety glasses. .
- j) **Vision Care** - The Village will provide vision care plan for the employee only.

Section 19. Clothing Allowance and Maintenance

- a) The Village shall pay for and provide all clothing and equipment necessary and required for the proper performance by the members of the Association of their duties as Professional Fire Fighters. Each employee will receive an allocation of \$650.00 toward the purchase of uniform apparel and fire retardant work uniforms, including but not limited to work shirts, work trousers and sweat shirts, as designated by the Village. The Village will reimburse the employee on purchase and presentation to it of a receipt therefore. The parties agree to work toward development of uniform specs and approved dealers.
- b) Standards for suitability and appearance of uniforms, including Class "A" uniforms, and turnout gear for members of Local 1971 shall be referred to the joint Labor-Management Committee.
- c) The Village will, when appropriate, use and provide NFPA/OSHA approve specifications for equipment and supplies for firefighting purposes, including but not limited to helmets, hoods, face mask, protective eye shields, turnout coats (including radio pocket and flashlight holder), turnout pants (including.. knee pads), bunker boots, ¾ rubber boots, rescue harness, rescue rope and leather approved fire fighting boots. It is agreed that the Village will use good faith in determining when the same is appropriate.
- d) The Village agrees to pay each member of the Association \$500.00 as a uniform maintenance allowance.

Section 20. Personal Property Replacement

The Village agrees to replace the following items of personal property of any member of the Association who sustains damage or loss while on duty: glasses, hearing aid, dentures, provided member provides Village with a replacement receipt for same. Personal jewelry such as watches, rings, necklaces, earrings, money clip and cash shall be replaced by the Village, if damaged or lost while on duty. Each item has a \$200.00

maximum reimbursement fee to member. Member will be required to submit a written report to the Fire Chief regarding incident and loss or damage of personal property. Village liable for personal property lost or damaged only when loss or damage occurs as a result of an incident and not individual's carelessness or neglect. Limit shall be \$200.00. Disputes to be submitted to Labor-Management Committee for review. In the event of a catastrophic event, such as a PCB spill or something similar requiring disposal of all the employee's clothing and personal effects, the \$200.00 limit shall be waived as to affected employees. However, the limit per item will remain.

Section 21. Reserved for future use.

Section 22. Cancer Screening

Each member of the bargaining unit shall be allowed up to a maximum of four (4) hours off with pay each fiscal year for the purposes of seeking competent medical advice in relation to the screening for a prevention of cancer. The financial obligation for this medical screening shall be borne by the unit member.

Section 23. Association Rights

The Village recognizes the right of the Association members to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract and to visit paid personnel during working hours. Such fire representatives shall also be permitted to appear at public hearings before appropriate municipal organizations.

- a) The Village shall provide bulletin board space for the Association's use. The Association shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Village.
- b) Members of the Association who are designated or elected for the purpose of adjusting grievances or assisting in the administration of the contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious cooperative relations between the Village and the Association.
- c) Members of the Association who are designated to represent Local 1971 IAFF shall have the right to attend state-wide conventions and meetings of the New York State Professional Fire Fighters Association or similar conventions of its affiliate, pursuant to their obligation as officers or delegates of the bargaining unit herein and shall be permitted a reasonable amount of time free from the regular duties to exercise this right. The maximum allowance for all such convention expenses shall not exceed \$500.00. The president of the Association shall be permitted free time from his regular duties to attend State, County and local functions. All of the provisions hereof are nevertheless

subject to the approval of the Chief Engineer of the Fire Department and the Village Manager, which approval shall not unreasonably be withheld, it being understood that the operation of fire protection services at no time be impaired and that the budgetary allowances are adhered to.

- d) The Village agrees to provide four (4) parking spaces on Poningo Street for the use of the members of the Port Chester Professional Fire Fighters while "on duty". These spaces will be provided at no cost to the members of the Association and will be reserved solely for the use of the members of the Association. It is agreed that the four (4) parking spaces will be located on Poningo Street between Westchester Avenue and Irving Avenue near the side stairs exiting fire Headquarters onto Poningo Street

Section 24. Grievance Procedure

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder, or any dispute arising concerning working conditions shall be processed in accordance with the following procedure:

- a) Such dispute by a Professional Fire Fighter shall be submitted in writing not later than ten (10) working days after the date of the occurrence giving rise to the grievance. Any grievance not timely filed, shall be deemed waived. It shall be responded to likewise to his or her Association representative.
- b) In the event such dispute is not resolved within five (5) working days from such presentation, it shall then be presented by the Association to the Fire Chief or designee of the said Professional Fire Fighter.
- c) In the event such dispute is not satisfactorily resolved or adjusted at the preceding step of the procedure within ten (10) days, then the Association shall present the same to the Village Manager or his or her designee for settlement.
- d) If the dispute concerns itself with contract terms only and is not settled by the above procedure, it shall be referred by either party to binding arbitration before an impartial arbitrator within ten (10) days after the referral of such matter to arbitration. The arbitrator shall issue a decision no later than thirty (30) days from date of the closing of the hearing. The arbitrator's fee and the cost and expenses of the arbitration proceeding will be shared equally by the parties to the dispute. The appointment of the arbitrator shall be made in accordance with the rules of the American Arbitration Association.

Section 25. Maintenance of Standards

All rights, privileges and working conditions enjoyed by the employees at the

present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the terms of this Agreement unless changed by mutual consent.

Section 26. Notice Requirement

The Village shall notify the Association at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Village has no control.

Section 27. Overtime

The parties agree that the Professional Fire Fighters are rarely called upon to work overtime. However, in the event of illness or a major fire or catastrophe, one or more Professional Fire Fighters are called in by the Chief Engineer or his duly authorized assistant, to call in an off-duty fire fighter to work, he or she shall be compensated at the rate of time and a half with minimum pay to be equivalent to four (4) hours at straight time. Such fire fighters shall be called in on a rotation basis as may be consistent with the work schedule. So long as an off-duty Professional Fire Fighter is available for such overtime or extra pay, no volunteer or other personnel shall be called upon to perform such duties as are normally performed by a Professional Fire Fighter. The time and a half so earned may be paid in money to the Fire Fighter on the next following pay period, or in time-off in lieu thereof, at the election of the Fire Fighters, in accordance with present procedures.

Section 28. Retirement Benefits

a) The Village shall continue to contribute to the State Employees Retirement System on behalf of each member of the Retirement System on the basis of retirement on completion of twenty (20) years service as an employee of the Village, the same being effective as of April 1, 1973, and the Village shall elect to assume all of the cost on account of service as an employee of such department. The Village shall further continue covering credit for World War II service and for the final year average salary for retirement.

b) Compensatory Time: At the time of separation from service, a unit member or his/her heirs (in the event of the death of an active member) will be paid for all accrued compensatory time. This time shall be paid at the rate of time and one half.

c) Holiday/Vacation/Personal Time: At the time of separation from service, a unit member or his/hers heirs (in the event of the death of an active member) shall be paid for all accrued time at the rate of straight time at twelve (12) hours per day.

Section 29. Term of Agreement

Three years, commencing June 1, 2008 and continuing up to and including May 31, 2011.

Section 30. Savings Clause

Should any hereof or any provision herein contained be rendered or declared illegal or to be an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared to be an illegal or unfair labor practice.

The remaining parts or provisions shall remain in full force and effect.

Section 31. Electrocardiograph

The Village agrees that each new member hired herein shall be given an Electrocardiograph at the expense of the Village.

Section 32. Dues Check-off & Agency Shop Fee

At the option of the Association and with the direction of each member of the Association, the Village will deduct Union dues from each member's salary and forward said dues to the Association.

The Village agrees to deduct on each payday, following the execution of this Agreement, from the salary of each non-union employee in the bargaining unit for which the Union has been certified a sum equal to that which an individual members pays to the Union for dues and to remit the sum deducted to the Treasurer of the Union when the regular Union dues are so remitted.

Section 33. Layoff and Recall

Layoff and recall procedures are to be conducted by the Village according to New York State Civil Service Law, Rule 26.

Section 34. Statutory Provision

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.

Section 35. Time Sheets

Time sheets for payroll and requests for time off shall be submitted at least twenty-four (24) hours in advance.

Section 36. Labor Management Committee

- a) **Structure:** A Labor Management Committee shall be established within thirty (30) days of the signing of this Agreement. The Committee shall consist of four (4) members, two of whom shall be appointed by the Village and two of whom shall be appointed by the Association.
- b) **Meetings:** A meeting may be requested by either party and shall be held within ten (10) days of the request, at a time and place mutually agreed upon. The request shall be made in writing by either party through the Secretary. Meetings shall not be held more frequently than once in each calendar month. Any additional meeting within each calendar month may be held if requested as aforesaid and only where the subject matter of the meeting to be held is urgent in nature and only where the parties have agreed to the holding of such additional meeting. Meetings shall not be held during working hours without the prior approval of the Village.
- c) **Functions of the Committee:** The Committee shall consider matters of mutual concern pertaining to improvement in working conditions, morale and safety, as well as occupational education and welfare.

Section 37. Ratification of Agreement

This Agreement is subject to ratification by the Association and the Board of Trustees of the Village of Port Chester.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

***VILLAGE OF PORT CHESTER,
NEW YORK***

***PORT CHESTER PROFESSIONAL
FIRE FIGHTERS ASSOCIATION***

By: _____

By: _____

SCHEDULE "B"

FIRE FIGHTER-JOB SPECIFICATIONS

GENERAL STATEMENT OF DUTIES: Under direct supervision, performs fire prevention and fire fighting duties; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This work is of a hazardous nature, involving responsibility for fire fighting and prevention, salvage and rescue operations and requires mental acuity and physical stamina in the performance of duties. Fire fighting and prevention duties are performed under the direct supervision of superior officers. Routine maintenance work and custodial work on the station house and equipment is performed under general supervision and inspected upon completion.

EXAMPLES OF WORK: (Illustrative Only)

- a) Responds to fire alarms and emergency calls with a fire company.
- b) Lays and connects hose lines and nozzles, turns water on and off.
- c) Holds fire hose and directs stream.
- d) Erects and climbs ladders to enter burning buildings when necessary; makes openings in burning buildings for ventilation and entrance.
- e) Removes persons from burning buildings.
- f) Performs salvage operations at scenes of fire, such as covering furniture with tarpaulins and cleaning away debris.
- g) Operates portable radio and/or other radio equipment at fire or rescue scenes, when necessary.
- h) Selects appropriate size, strength, type and length of rope and ties appropriate knot when required by a fire fighting or rescue task.
- i) Learns and practices new methods of fire prevention and fire fighting.
- j) Drives and operates fire apparatus.
- k) Assists in giving emergency first aid treatment to injured persons.
- l) Makes periodic inspections of buildings for fire hazards.
- m) Cleans and maintains firefighting equipment.
- n) Performs miscellaneous clerical work when assigned.
- o) Performs a variety of tasks in connection with the maintenance and repair of Fire Department buildings, equipment and grounds.

REQUIRED KNOWLEDGE SKILLS ABILITIES AND ATTRIBUTES: Mental alertness; mechanical aptitude; ability to understand and carry out complex oral and written instructions; ability to operate an automobile or other vehicles as required; working knowledge of first aid methods and the ability to apply them; ability to operate portable radio and/or other communication equipment found in fire/emergency apparatus and fire stations; ability to tie and/or assemble appropriate rope knot when required by fire fighting/rescue tasks requiring use of rope; ability to get along well with others; conscientiousness; dependability; physical condition commensurate with the duties of the position.

MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE: Either (a) high school graduate; or (b) possession of a high school equivalency diploma issued by any state department or a holder of a report from the United States Armed Forces certifying his/her completion of the tests of general educational development high school level.

SPECIAL REQUIREMENTS:

AGE: Eligibility for appointment begins when candidates reach their 18th birthday.

DRIVER'S LICENSE: Possession of a valid New York State Operator's License appropriate for the type of vehicle to be operated at the time of appointment.

PHYSICAL AND MEDICAL TESTS: Candidates must pass qualifying medical and physical fitness screening tests prior to appointment.

TRAINING REQUIREMENT: Completion of the authorized training course for Fire Fighter and receipt of the appropriate training certificate within 18 months of the date of hire before permanent appointment can be granted.

SPECIAL NOTE: Some Fire Departments and/or Fire Districts may require candidates to attain EMT status by the end of the probationary period.

Towns, Villages
Special Districts,
Cities of Rye & Peekskill Revised: 2/17/95

ER
EMPX LS-F

J. C.: Competitive
Job Class

IT SYSTEMS ADMINISTRATOR
FOR THE PORT CHESTER FIRE DEPARTMENT

Job Description

Requirements

The IT Administrator for the Port Chester Fire Department must be a Career Firefighter with a complete understanding of both computer hardware and software. The individual must possess a complete understanding of the Windows Operating System, networking, both hard-wired and wireless. He must have an intimate knowledge of all of the applications in use by the fire department and use them on an almost daily basis. He must have skills to maintain, upgrade and do basic repairs to computer equipment, install peripherals, upgrade software and train firefighters in the use of department applications. His computer skills must be such as to deal with the various vendors' technicians for software and hardware that the Village of Port Chester purchases computer items from.

Responsibilities

1. Maintain all fire department computer workstations, software and networking.
2. Maintain the security of the fire department computer system and software.
3. Act as liaison between the fire department and 60 Control to maintain the Fire RMS dispatch and fire incident reporting system.
4. Prepare and electronically transfer digital data to the State of New York Office of Fire Prevention and Control through the Fire RMS system.
5. Train career firefighters in the use of required applications installed on fire department computers.
6. Maintain remote administrator access to the Fire RMS system for all fire department personnel authorized to use the system.
7. Attend required meetings and seminars pertaining to the fire department computer information and data systems.

**VILLAGE OF PORT CHESTER
FIREFIGHTERS SALARY SCHEDULE
FY 2008-09 THRU FY 2010-11**

	EXPIRED CURRENT	FY2008-09 0%	FY2009-10 2%	FY2010-11 2.50%
STEP 1	\$ 75,003	\$ 75,003	\$ 76,503	\$ 79,000
STEP 2	\$ 68,537	\$ 68,537	\$ 69,908	\$ 71,656
STEP 3	\$ 63,634	\$ 63,634	\$ 64,907	\$ 66,530
STEP 4	\$ 58,781	\$ 58,781	\$ 59,957	\$ 61,456
STEP 5	\$ 36,550	\$ 36,550	\$ 37,281	\$ 38,213

1. Effective June 1, 2008 to May 31, 2009 - 0% increase.
2. Effective June 1, 2009 to May 31, 2010 - 2% increase, plus a 1% lump sum payment based upon the members 2008-09 base salary.
3. Effective June 1, 2010 to May 31, 2011 2.5% increase, provided, however, that the step 1 rate effective June 1, 2010 shall be \$79,000.