

LABOR RELATIONS CONTRACT
BETWEEN THE
CITY OF SCHENECTADY
AND THE
CITY FIREFIGHTERS UNION
LOCAL 28, I.A.F.F., AFL-CIO
FOR THE PERIOD
JANUARY 1, 2005 TO DECEMBER 31, 2009

NOTICE

**“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.”**

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ARTICLE I

AGREEMENT

THIS AGREEMENT entered into on this ____ day of _____, 2006, between the City of Schenectady, a New York Municipal Corporation (hereinafter referred to as the Employer or the City) and the City Firefighters Union, Local 28, I.A.F.F., AFL-CIO, an organization existing under the laws of the State of New York (hereinafter referred to as the Union).

WITNESSETH:

ARTICLE II

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Schenectady in its capacity as an Employer, the employees, the Union, and the people of the City of Schenectady, in accord with the intent of the Public Employees Fair Employment Act of 1967.

The parties recognize that the interest of the community and the job security for the employees depend upon the Employers success in establishing proper services to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE III

DEFINITIONS

- A. "Union" means the City Firefighters Union, Local 28, I.A.F.F., AFL-CIO.
- B. "Member" or "Employee" means a person employed by the Fire Department of the City of Schenectady as a firefighter, excluding the Fire Chief and Assistant Fire Chief.
- C. "Service" or "Length of Service" shall include service with the Fire Department of the City of Schenectady.
- D. "Department" shall means the Schenectady Fire Department.
- E. "Employer" means the Schenectady Fire Department or the City of Schenectady.
- F. "Chief" means the Fire Chief of the City of Schenectady.
- G. "Immediate Supervisor" means the immediate supervising officer of the member claiming grievance.
- H. "Commanding Officer" means officer in charge of unit.
- I. "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering working conditions applicable to the members of the Department and shall include all the provisions of this agreement.
- J. "Union Officer" refers to officers or representatives of the Union.
- K. "Executive Board" means members appointed to the Board of the Union and the elected officers of the Union as defined in the Union's By-Laws.

L. "Grievance Committee" means a committee designated by the Union to review, screen and adjust grievances presented by employees.

M. "Representative" means one or more officers or members of the Union authorized to represent its members in the adjustment of grievances or other matters affecting the employees.

N. "Safety Committee" means a committee appointed by the President of the Union with the approval of the Executive Board, whose duties will be to investigate the complaint of any firefighter that equipment he is required to use is inadequate or unsafe, and to certify the condition of such equipment to the Union and the Fire Chief.

O. "Special Courses" means courses given by outside institutions or organizations and taken by firefighters on their own time and their own expense.

ARTICLE IV

RECOGNITION OF THE UNION

Pursuant to and in accordance with all applicable provisions of the Public Employees Fair Employment Act of 1967, (Section 200, et. seq. of the Civil Service Law) and all other applicable laws, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment of all employees of the Fire Department for the term of this Agreement.

ARTICLE V

UNION SECURITY

Employees who are, or become, members of the Union and who execute dues deductions authorizations may terminate such authorizations upon 30 days written notice to the City and the Union.

ARTICLE VI

DUES CHECK-OFF

The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all membership dues as provided in a written authorization executed by the employee. Such deductions will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union Dues.

ARTICLE VII

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Union recognizes the prerogatives of the Department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

B. The Department has the right to schedule statutorily permitted overtime work as required in a manner most advantageous to the Department and consistent with

requirements of municipal employment and the public safety. However, all overtime shall be equally distributed on a rotating basis using seniority as the criteria.

C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

D. The Department reserves the right to discipline and discharge for just cause. The Department reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond control of the Department or when such continuation of work be wasteful and unproductive. The Department shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed. The City will provide the Union with a current certified Table of Organization. The City will notify the Union, in writing, of any proposed change in said Table of Organization five (5) days prior to said change. Any change in the Table of Organization shall not become effective until the Union has received written notice and been given an opportunity to discuss the same with the Mayor.

E. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the statutory authority conferred on City officials.

F. It is agreed by the City, the Department and the Union that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Department and to establish policies and regulations that will insure such equality to opportunity, consideration, and treatment of all members employed by the Department in all phases of the employment process.

G. Except where expressly limited by a specific provision of this contract, the Mayor, acting through appropriate officials, shall have the sole and exclusive right to direct and manage the Fire Department, including, but not limited to, the following rights: To determine the size, composition, and organization of the Department and any sub-units therein; to determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and work schedules; to determine what work is to be performed by the Department, its place of performance, and who is to perform it; to determine the assignments and job duties; to determine the Rules and Regulations governing the Department; to determine what training or instructional programs are necessary; to determine the methods, means, equipment and personnel by which any and all departmental operations are to be conducted; to determine practices and procedures for the efficient, disciplined and orderly operations of the Department; and, from time to time to change any or all of the above determinations and to exercise any other power which by statutes he may have.

It is further intended that this Agreement shall supplement any applicable rule or regulation promulgated by the heads of the Department.

H. The City will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreements with any such group or organization which would violate any rights of the Union under this contract.

I. No official agent of the City shall:

1. Interfere with, restrain, or coerce employees in the exercise of their

right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest;

2. Initiate, create, dominate, contribute to, or interfere with the formation or administration of any employee organization meeting the requirements of law;

3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization.

4. Discriminate against an employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the labor organization recognized under the terms of this Agreement; or

5. Refuse to meet, negotiate, or confer on proper matters with representatives of the Union as set forth in this Agreement.

ARTICLE VIII

RIGHTS OF EMPLOYEES

A. Members of the Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the firefighting power of the municipality.

B. The security and safety of the community depends to a great extent on the manner in which firefighters perform their duty. Their employment is thus in the nature of public trust.

C. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out

of these contacts may come questions concerning the actions of members of the Department. These questions often require immediate investigation by superior officers designated by the Fire Chief or the Mayor. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. Unless the exigencies of the investigation dictate otherwise, the interrogation of a member of the Department shall be at a reasonable hour and when the member of the Department is on duty. When, however, the exigencies of the situation dictate that a member of the Department be interrogated when he is not on duty, he shall then be reassigned to a tour of duty covering the period of interrogation.

2. The interrogation shall take place at a location designated by the investigation officer. Usually it will be at Fire Headquarters, Fire Stations or at the location where the incident allegedly occurred.

3. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. The addresses of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

5. The member of the Department shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

6. The complete interrogation of the member of the Department shall be recorded mechanically or by a Department stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.

7. If a member of the Department is under arrest or is likely to be, that is, if he is a suspect or a target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the Supreme Court of the United States.

8. In all cases, in the interest of maintaining the usually high morale of the Department, the Department shall afford an opportunity for a member of the Department, if he so requests, to consult with counsel or his Union representative before being questioned concerning a violation of the Rules and Regulations. Counsel and a representative of the Union may be present during the interrogation of a member of the Department.

D. Every employee shall have the right to examine his personnel record in its entirety from time to time, upon giving his superior officer sufficient notice in advance of his desire to do so. If the employee decides that there is material in the record which has improperly been placed therein, or which is of an unjustified derogatory nature, he may file a grievance in relation thereto as provided in Article X.

E. Within forty-eight (48) hours, a copy shall be given to each firefighter of any entry added to his personnel file which may have an immediate or future effect of a derogatory nature upon his status, seniority rights, promotional possibilities or relationships with his fellow firefighters or superiors.

ARTICLE IX

DISCIPLINARY ACTION

A. In the event that an investigation results in the institution of disciplinary action, the Union shall be free to participate at all stages of the proceedings if it so elects, and shall be provided with copies of the charges and specifications, recommendations, and decisions.

B. In the event the Union concludes that an employee has been unjustly punished or dismissed by the Mayor, it may appeal such judgment to arbitration or pursuant to applicable provisions of the Civil Service Law, but not both. If Arbitration is chosen as the appeal method, the Arbitrator shall review the justness of the punishment imposed, upon the record made before the hearing officer.

C. No new testimony or evidence shall be received by the Arbitrator, however, either party shall have the right to file a brief. If the Arbitrator decides that new evidence or testimony should be heard, he shall refer the case back to the Mayor. If the Arbitrator decides that the determination was erroneous, or that the punishment imposed was unduly harsh or severe under all the circumstances, he may modify the findings and punishment accordingly. Nothing herein contained shall be deemed to limit the rights of the employee provided for in Article 5 of the Civil Service Law.

ARTICLE X

GRIEVANCE PROCEDURE

A. Every employee of the Department shall have the right to present grievances in accordance with the procedure provided herein.

B. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

C. Immediate supervisors and commanding officers shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as is required.

D. Grievances shall be processed according to the following procedure:

Step 1-a: An employee who believes he has been dealt with unjustly or believes that any provision of this Agreement has not been applied or interpreted properly may discuss his complaint with his immediate supervisor, with or without the presence of a Union representative. Presentation of this grievance at this step shall take place within thirty (30) days of the incident complained of or within thirty (30) days of the date when the employee would have reasonably become aware of the complaint. However, the thirty (30) day period will be extended for any period of time the employee is absent from work for any contractually valid reason. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his representative before any discussion takes place with the supervisor. The supervisor shall make arrangements for the employee to be off his job for reasonable period of time in order to discuss the complaint

with the representative. Within five (5) calendar days of presentation of the complaint at this step, the supervisor shall prepare a brief summary of the grievance and its disposition and provide a copy thereof to the Association provided that such summary and disposition at this level shall not be binding precedent in other or similar cases.

Step 1-b: If the matter is not satisfactorily settled, a grievance may be submitted within ten (10) calendar days of receipt of the supervisor's written answer. The employee or the Union shall submit the grievance in writing, to the immediate supervisor. The written grievance shall set forth the nature of the grievance; the date of the matter complained of, the names of the employee or employees involved, so far as diligent effort will allow, and the provisions of this Agreement, if any, that the grievant's claim has been violated. The Supervisor's answer shall set forth the facts he took into account in answering the grievance. His written answer shall be presented to the employee and the Union within five (5) calendar days after receipt. Acceptance or rejection of the supervisor's answer will be written on the grievance form by the Union representative.

Step 2: If not satisfactorily settled, the grievance shall be referred to the Grievance Committee of the Union, which may appeal it to the Fire Chief within ten (10) calendar days of receipt of the supervisor's answer. A meeting between the Chief and/or his designated representatives and the Grievance Committee shall be held within seven (7) calendar days after referral to the Chief, to discuss the grievance. If not satisfactorily adjusted at the meeting, the Chief shall give his written answer within ten (10) calendar days of the meeting.

Step 3: In the event the grievance is not settled satisfactorily within the Department, the employee or the Union may appeal the same to the Mayor within ten (10) calendar days of receipt of the Chief's answer. The Mayor shall hear and investigate the grievance and shall notify the employee and the Union of its decision within ten (10) calendar days of receipt of the appeal.

E. Notwithstanding any provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention of the Union Officers; provided, however, that the Employer has given the Union Officers' notice and an opportunity to be present at such adjustment. In no event shall any adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

F. An employee and his representatives shall have such time off from their regular duties as may be necessary for the presentation of a grievance, without loss of pay or time credits.

G. Grievances affecting a large number of employees may be treated as policy grievances and entered at the third step of the grievance procedure by the Union within thirty (30) days of the incident complained of or within thirty (30) days of the date when the Union would have reasonably become aware of the complaint. However, the thirty (30) day period will be extended for any period of time the Union president is absent from work for any contractual reason.

H. The resolution or adjustment of a grievance at any level shall be a matter of a written record with copies furnished to the Union, the grievant, and the City.

I. The failure to process any grievance in accordance with the time limit heretofore stated for any step shall constitute a contractual bar to processing the claimed grievance and it shall be deemed waived and abandoned.

J. Failure of the designated Employer representative to respond to a grievance in the manner prescribed within the time limit stated, at any step, shall, entitle the grievant to proceed to the next step. However, such failure to respond shall not start the time running within which the grievant must proceed to the next step.

K. A grievance deemed waived or abandoned pursuant to paragraph I shall not be a binding precedent to the granting or denial of any other grievance.

ARTICLE XI

ARBITRATION

Any unresolved grievance having been processed fully through the last step of the grievance procedure may be submitted to arbitration by either party in accordance with the following:

A. The proceeding may be initiated by serving upon the other party, and by filing with the New York State Public Employment Relations Board, a notice of arbitration within thirty (30) calendar days of receipt of the Mayor's answer. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the provision of the agreement involved. The notice of arbitration filed with the New York State Public Employment Relations Board shall be accompanied by a request for a list of arbitrators from a panel of fact-finders maintained by that Board.

Upon receipt of the list of arbitrators, each party shall designate by number the person it desires to arbitrate the dispute. If the parties cannot agree upon an arbitrator, they shall also notify the New York State Public Employment Relations Board who will then appoint the arbitrator to hear the dispute. The fees and expenses of the arbitrator shall be borne equally between the parties.

B. The Arbitrator shall have broad powers to hear and determine the issues presented. He shall not be limited to the evidence submitted at the grievance meetings and may hear such additional evidence as either party desires to submit. The Arbitrator may also call upon any City Official or Agency to provide evidence or material necessary to resolve the grievance.

C. The decision of the Arbitrator in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state, and the opposite party is bound to agree, that the award shall not be a binding precedent in like or analogous situations pending at that time.

D. There shall be no appeal from the decision of the Arbitrator if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Union, on all bargaining unit employees, and on the City.

ARTICLE XII

WAGES AND OTHER ECONOMIC PROVISIONS

Section 1. Wages: The wage and salary scale for members of the Department, including in-grade increments, if any, and longevity allowance shall be as set forth in Appendix A, B, C, D and E attached hereto and made a part hereof.

Section 2. Longevity: Employees entitled to longevity payments shall receive said payment separately from payment of weekly wages or any other payments due, on or before the fifteenth (15th) day of June of each calendar year in which payment is due.

On December 31, 2000, the longevity schedule will be converted to a percentage of yearly base salary.

Effective January 1, 2003 officer's longevity shall be calculated by multiplying the applicable rate by the annual base salary for the rank.

Section 3. Compensation For Out of Grade Work: A member of the Department who is temporarily assigned to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank for all time so employed. If no employee bids for the out of grade assignment, the Chief may designate the appropriate eligible employee with the least seniority to fill the assignment. Effective July 1, 2002, all employees shall be eligible to fill the assignment of the next highest rank, except that a firefighter must have reached the fifth step firefighter's pay to be eligible for an out of grade assignment.

The practice of paying two Lieutenants Captain's pay when the "House Captain" is on leave will cease. The City will pay Captain's pay only to the Lieutenant who actually replaces the Captain in his platoon assignment.

Section 4. Overtime and Call Back: Any firefighter holding the rank of Deputy Chief or lower and working in excess of twenty-four (24) hours on any one tour of duty shall be paid for all such additional time spent, at one and one half (1.50) time the firefighters regularly hourly rate as computed on the basis of his annual salary plus longevity allowance divided by two thousand. Any employee who regularly works an eight (8) hour period, and is required to be on duty beyond the eight (8) hour period, shall be similarly compensated. The employee may elect to take up to fifty (50%) percent of the overtime earned in compensatory time. Employees electing to take compensatory time in lieu of cash payment for overtime earned shall be restricted as follows:

A. At the time of filing the overtime card, the election stated thereon shall be irrevocable.

B. On said overtime card the employee may elect to take up to fifty (50%) percent of the overtime earned in compensatory time. While the employee may elect to take less than fifty (50%) percent of the premium earned in time, no employee shall be entitled to more than fifty (50%) percent of all overtime earned in compensatory time.

C. Any employee requesting compensatory time shall notify the Department at least twelve (12) hours in advance, if not on duty; and not less than eight (8) hours in advance if on duty; provided, however, that the Deputy Chief shall waive the prior notice requirement in case of personal emergency.

D. Employees electing compensatory time shall not take less than four (4) hours on any one occasion. However, if hiring of a replacement is not necessary, time may be taken in units of 1, 2, or 3 hours. In those instances, fractions of hours will not be allowed.

E. If such an election makes it necessary to hire a replacement, the employee shall be denied the time selected if a replacement of equal rank or the next lower rank is not available. The needed rank shall be canvassed first.

All accumulated compensatory time not exhausted before December 1 of each year shall be paid on the terms described above before December 31 of the same year, except that compensatory time earned prior to his modification and/or amendment shall be taken or paid at the rate in effect when earned. Compensatory time earned during the month of December may be carried over into the following year.

Firefighters who are called back for any reason when off duty shall be paid for such time as if performing overtime work. However, a minimum of four (4) hours pay or compensatory time at the overtime rate shall be allowed for each call-back. Call back to duty shall mean not only a recall to active duty within the Department but a requirement of the firefighters to physically report or appear or give testimony before a grand jury, any recognized court, or any recognized departmental or agency hearing which may compel his attendance either by subpoena or by direction of his superior officer.

Witnesses subpoenaed by the Union to testify in proceedings brought by the Union against the Employer shall not be entitled to call-back pay, but shall be released from duty without loss of pay or time credits.

F. Travel time to and from training sites shall not be compensated in cash, however, employees shall be entitled to earn time off at the rate of one and one-half (1-1/2) times the actual travel time. The time off will be kept in a bank and may be utilized by the employee only at a time when utilizing such time would not cause the Department to hire a

replacement. Time must be taken in calendar year earned and the bank will be "zeroed" out on December 31st of each year. This agreement does not include new recruits who are enrolled in HVCC paramedic training and are attending on their off duty time.

Section 5. Clothing Allowance: All members of the bargaining unit who were hired on or before December 31, 1996, and those who were rehired from the 1996 layoff list, shall receive a \$600.00 clothing allowance annually, payable on the first pay period in February of each year. The clothing allowance will cease at the time the member becomes eligible for the 15 year longevity step.

The foregoing allowance shall be considered compensation for the ordinary wear and tear of uniforms and/or clothing during the preceding year. Such a firefighter who resigns or retires prior to the end of that year shall be so compensated on a pro-rata basis for the number of months or major fractions thereof, that he was on staff in that year. If such employee shall pass away during the year, his widow or estate shall similarly be so compensated.

Upon hiring, all firefighters shall be fully equipped with all necessary uniforms and other equipment, including shoes, at the expense of the City.

In the event the City decides to change the style or color of uniforms worn by firefighters, the City will supply such new uniforms at its own expense without a charge-back against the clothing allowance herein described.

Any employee who has received allowances for clothing for five or more years shall replace clothing destroyed in the course of duty, damaged or lost, at his or her own expense and not at City expense.

Effective January 1, 1997, in lieu of the \$600 clothing allowance, each new employee shall receive \$200.00 per year for uniform cleaning and shoe replacement. When replacement or repair of any uniform clothing item is necessary, members will submit the item(s) in need of repair or replacement to the Fire Chief who will make the necessary arrangements to replace or repair same at no cost to the employee.

Section 6. Pensions: Effective January 1, 2002, the City shall provide the benefits of Retirement and Social Security Law Section 384-e without limitation, to all members of the Department.

Pursuant to the provisions of Section 384-d of the Retirement and Social Security Law, the City will provide a non-contributory retirement plan for members of the Department whereby they can elect to retire after twenty (20) years of service. The City will also provide, at its own cost, the "improved career retirement plan" referred to in Section 375-i of the New York State Retirement and Social Security Law.

Pursuant to the provisions of Section 302.9(d) of the New York State Retirement and Social Security Law, the City will provide retirement benefits to all members of the bargaining unit, based upon the average earnings during the twelve (12) month period prior to retirement. The City will also make available to the employees herein covered the benefits provided for under the Retirement and Social Security Law, Section 302, subdivision 31(2) consisting of World War II military service credit.

Section 7. Holidays: All members of the Fire Department shall, unless they may be required to work, be given the following holidays with full pay:

- | | |
|----------------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Columbus Day |
| 3. Lincoln's Birthday | 9. Election Day |
| 4. Washington's Birthday | 10. Veteran's Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

Firefighters required to work on any of the aforementioned holidays shall be paid for such time in accordance with the provisions of Article XII, Section 4.

In addition, all firefighters working in platoons on a shift basis, whose regular tour of duty may require them to work on holidays and weekends, will be paid an additional twelve (12) days pay.

The additional pay added to the holiday pay in is lieu of the former provision in Article XIII, Section 3, which provided that if a holiday occurred while an employee is on vacation he could add one additional day to the vacation period. Pay for such days shall be based upon the 2000 multiple formula. Such additional holiday pay will apply only to those firefighters who work on the above basis at lease eleven (11) months of the year. For firefighters working less than eleven (11) months, the additional days pay shall be reduced by one day for each whole month that such firefighter did not work in a platoon on a shift basis with a regular tour of duty requiring him to work on holidays and weekends.

Employees (other than those working on platoons on a shift basis) who normally work an eight (8) hour day Monday thru Friday will work on all listed holidays which occur during such working days except Thanksgiving Day, Christmas and New Years

Day. In lieu of compensatory time or other holiday benefit, they shall be paid additionally for eight (8) holidays whether or not such holidays occur during their working hours.

All payments for holidays in the period of December 25 of any one year to the following December 25 shall be accumulated and shall be paid in the first pay period of December of each year, and shall be separate and apart from the regular pay for that period, except for employees who retire who will be paid all accumulated holiday earnings prior to retirement.

New employees hired subsequent to January 1, 1999 (excluding employees re-hired as a result of the lay off on December 31, 1996) shall not receive the December accumulative holiday pay for twelve additional holidays, but shall continue to receive pay for actually working the holiday in accordance with the provisions of Article XII, Section 4.

Section 8. Veteran's Day: In order to comply with the provisions of Section 63 of the Public Officers Law, the following procedure is hereby mutually adopted:

A. The Fire Chief shall prepare and maintain a list of all firefighters who are veterans as that term is defined in the above statute.

B. Members shall be entitled to take any time off as required by law at any time throughout the calendar year. Members must select time off from all open blocks, with the selection to occur at the beginning of the year.

C. No member shall be forced to take his time on a holiday.

D. Members who have selected time off will not be penalized should they

change platoons. If no open blocks are available after a member changes his platoon, he will be given time off in the block which most closely parallels the one he had previously selected.

Section 9. Hazardous Materials Stipend:

A. Effective January 1, 2005, members of the Hazardous Materials Team will receive an annual bonus of \$750.00 per year for attendance at Hazardous Materials training. Members must attend at least 8 meetings per year in order to qualify for the bonus. Training held on Saturdays shall count for two meetings. Training sessions attended by members who are on duty shall count towards the total of 8 meetings.

B. (i) The Deputy Chief in charge of Hazardous Materials / WMD shall be paid an annual stipend of \$2,000.00 above the regular Deputy Chief's salary. This stipend will not increase or otherwise affect the Deputy Chief's regular overtime rate.

(ii) The position will be a bid position pursuant to Articles XV and XVII. The bid sheet will identify the required qualifications for the assignment and the senior Deputy Chief who bids for the assignment shall be provided the necessary training to become a New York State Certified Hazmat Specialist, at the City's expense, in accordance with Article XC and Article XVI.

(iii) The stipend is in exchange for the understanding that the Deputy Chief's regular work schedule as assigned by the Chief or Assistant Chief will vary depending upon the needs of the assignment, and may include regular working hours on weekends and nights to train members of the Schenectady Fire Department or other Schenectady County agencies for hazardous materials and WMD responses. Reasonable

notice of the work schedule shall be provided to the Deputy Chief who holds the Hazmat assignment and Local 28.

ARTICLE XIII

HOURS OF EMPLOYMENT, VACATIONS, SICK LEAVE, LEAVES OF ABSENCE, ETC.

Section 1. Hours of Employment: The basic workweek for all members of the Department shall be an averaged forty (40) hours. Effective July 1, 2002, employees working in platoons on a shift basis shall work in accordance with Schedule "A" attached hereto and made part hereof, except that all employees may be placed on a forty (40) hour work week which conforms to the schedule of the training program institution upon reasonable notice for the purpose of receiving training or being assigned to a special detail, arson, Learn Not To Burn, or other programs agreed to by the City and Local 28. However, no such reassignment from the 24/72 hour schedule to the forty (40) hour schedule shall exceed a consecutive three (3) week period of time. Any member scheduled to attend a union convention will not be re-scheduled pursuant to this section.

Effective July 1, 2002, all other employees, who heretofore had worked a regular 8-hour day, five days per week, Monday through Friday, shall continue to work such schedules without change, except that Deputy Chiefs and Captains who work an 8-hour/5-day week, or a 10-hour/4-day week may be placed on a 24-hour schedule or any part thereof for the purpose of filling positions which are open due to leave utilization or assignment to training or a special detail. Reasonable advance notice shall be provided and the changes in the schedules shall be equally rotated among qualified members to the extent reasonably possible under the circumstances.

Schedule A establishes an annual reduction of ninety-six (96) hours which time period shall be pro-rated at the rate of eight (8) hours per month. This schedule will apply to all employees of the Department who work in platoons on a shift basis including those newly hired during the coming year, and those who retire. A new employee whose service commences prior to the 16th day of the month shall be credited for a full month's service. Employee starting to work after the 15th day of the month will receive service credit as of the following month. Similarly, a firefighter whose effective date of retirement is prior to the 15th day of the month shall receive service credit only up to the month prior to the month of retirement, whereas if such a firefighter retires as of an effective date subsequent to the 14th day of the month, he will receive credit as if he had worked a full month.

An employee who becomes sick or disabled during the scheduled time-off period (other than vacation periods) may not postpone the designated time to a further date, nor may he claim additional compensation therefore. Provided, however, that if an employee dies during such scheduled time-off period, his next of kin or estate shall be compensated for all time earned but not taken.

Any member may elect to be paid "Hours Reduction" for a period of twelve months one time during his employment, in accordance with Article XII, Section 4, provided he has such time standing to his credit. He shall receive eight hours of overtime pay per month to a maximum of 96 hours.

In the event a member must retire in less than twelve months, due to unforeseen circumstances, the block selected will be considered vacant. He will be allowed to work

the remaining hours reduction time he has coming at the overtime rate according to the provisions above.

In view of the requirement that the City be protected twenty-four (24) hours per day, seven (7) days per week, the Department shall schedule assignments and tours of duty to provide minimum inconvenience to personnel, consistent with service to the community and the provisions of this Article.

The schedule and tours of duty adopted herein shall remain unchanged during the term of this Agreement unless modified by the mutual consent of the parties.

The maximum number of consecutive hours which a member of the Bargaining Unit may work is thirty six (36) hours followed by a minimum period of time off at least ten (10) hours, except on a Holiday when the maximum number of consecutive hours that can be worked is forty (40) hours.

Section 2. Sick Leave: The present policy of allowing unlimited leave of illness of a member shall be continued without change.

Any employee who is absent due to approved illness shall retain his employment status and duty assignment until such time as he is able to return to this regular work.

Employees returning from sick leave or two weeks or longer may be required to be examined by a City physician which exam shall be limited to the cause for injury or sickness. Any disputes will be resolved by the procedure set forth in Articles X and XI of the Collective Bargaining Agreement.

Section 3. Vacations: Effective January 1, 2003, members of the Department working in shifts on the twenty-four (24) hour tours shall choose vacation in a four-block schedule, as follows:

- (1) Vacations and hours reduction will be selected by seniority in 24-hour blocks.
- (2) No more than three officers will be off per block.
- (3) Seniority for purposes of vacation selection is defined as departmental seniority without regard to rank.

All other employees working regular eight (8) hours schedule shall be entitled to vacation time equivalent to the time provided for firefighters working in platoons on a shift basis.

If, during the term of the contract, the workweek is further reduced below forty (40) hours, the parties shall renegotiate the vacation schedule so as to adjust the same to the new work schedule.

Restrictions in the selection of vacations and hours reduction time shall be as follows: (1) upon transfer, the newly transferred employee may choose his vacation and hours reduction only from those open periods available at the time of his transfer; if sufficient open periods are not available, the transferring employee shall select his vacation and hours reduction in blocks which are partially filled, however, the transferring employee will be entitled to the full block for vacation and hours reduction purposes; if no open or partially filled blocks are available, the transferring employee will be entitled to keep vacation and hours reduction leave in the blocks which correspond to the blocks selected in his previous assignment and (2) vacation or hours reduction may

not be taken while in school.

All employees shall be entitled to vacation in accordance with the following schedule:

1 st year of employment	-	10-8 hour working days
2 nd year of employment	-	15-8 hour working days
3 rd year of employment	-	15-8 hour working days
4 th year of employment	-	15-8 hour working days
5 th year of employment	-	24-8 hour working days

In the year that an employee is first appointed to the Department he shall be credited, on December 31st, with the pro-rata share of the full vacation period noted hereinabove based on the number of months worked in said year; this vacation shall be scheduled in accordance with the Department procedure in the following year. However, an employee who for any reason terminates his employment prior to December 31st of the year of employment shall be paid the pro-rata share for the months of employment actually worked. Similarly, in an employee's final year of employment, he shall receive pay for the pro-rata share of the full vacation period noted hereinabove based on the number of months worked in said final year. Provided that if an employee served fifteen (15) days or less in his first or last month of employment, then that month will not count in computing earned vacation time. Conversely, if an employee serves more than fifteen (15) days in his first or last month of employment, that month will count in computed earned vacation time. All vacation pay shall be based on the straight time pay schedule.

Any member entitled to vacation benefits, who shall resign or have his employment terminated with or without cause shall not forfeit his right to vacation time, and if the time may not be allotted in calendar days, he shall be paid the equivalent of that

number of days based upon the straight time pay schedule. Any member of the Department entitled to vacation benefits who may die prior to receipt of said benefits for any year shall have an amount equivalent to his pay for those days paid to his next of kin or estate.

Any member entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation shall have the right to postpone the taking of such vacation until such time as he is physically capable of returning to active duty, or until the end of the current year, whichever occurs earlier.

Any firefighter may, in their anticipated final year of employment, elect to work the period normally scheduled as his vacation. However, in the event he does not pick a vacation and he does not then retire, he must pick from the remaining open blocks, and if there are an insufficient number of blocks available, he will forfeit his vacation opportunity for that year.

Section 4. Personal Leave: Effective July 1, 2002, each member of the Department shall be granted thirty-six (36) hours of personal leave with pay each year. Employees may not use less than four (4) hours of personal leave on any one occasion unless the hiring of a replacement is not necessary, in which event personal leave may be taken in units of one (1), two (2) or three (3) hours.

Personal leave which remains unused as of December 31st may be carried over to the following calendar year for use in that calendar year. Carryover personal leave may be applied for and used only on a day when the member is actually working and when at

the time of granting such leave for that day it will not create a hiring situation based on staffing levels in place on that day. If at the time of the request staffing levels for that tour would allow the granting of the request then it will be conditionally granted. On the day that the member is scheduled to utilize this leave he must report to work. If staffing levels at 8:00 a.m. will permit him to utilize the requested time, it will be granted. However, if staffing levels at 8:00 a.m. are such that granting of the leave will cause hiring, the conditionally granted leave will be cancelled. All carryover personal leave must be used in accordance with these conditions prior to December 31st in the year that the leave was carried to.

Section 5. Bereavement Leave: Effective July 1, 2002, a member of the Department shall be granted a maximum of five (5) days with pay due to a death in his immediate family. The term immediate family shall mean spouse, natural, foster or step parents, child, brother or sister, father-in-law or mother-in-law, grandfather or grandmother, grandchild, or any relative residing in the household of the member. Such leave will be without pay for any day which is not a regularly scheduled workday and shall be to arrange for or attend the funeral and burial.

Section 6. Leaves of Absence: Leaves of absence shall be granted upon request subject to the prior need to maintain a full and efficient staff to man the Department. In determining preference between employees who request leave for the same period, the Department shall take into consideration the necessity for the absence and the seniority of the employee. Subject to applicable law, no other criteria shall be employed.

Section 7. Leaves of Absence for Union Representatives: Effective August 1, 2002 (521 hours for period August 1, 2002 through December 31, 2002), the Union shall be entitled to a maximum of 1,250 hours of leave pertaining to union business per year subject to the following conditions and limitations.

A. Union business cannot be taken for partisan political activities (political fundraisers, campaigning, etc.) but may be utilized in conjunction with the statewide association for lobbying state officials regarding matters pertinent to the statewide association.

B. No more than two (2) members of the union shall be granted union business leave from the same platoon if granting such leave would either create a hiring situation, except for the monthly union business meeting where up to four (4) members shall be granted union business leave.

C. Union business leave shall be granted to the President of the Union or a person designated to act in his absence or incapacity to prepare for and participate in all functions relative to the operations of this agreement, including but not limited to negotiations, adjustment of grievances and arbitrations. This provision applies to and includes additional members of the Union's negotiating team.

ARTICLE XIV

INSURANCE AND RELATED BENEFITS

Section 1. Death Benefits: All members of the Department shall be covered for death benefits as provided for in Section 208-b of the General Municipal Law.

Section 2. Health Insurance:

A. The employer shall provide hospitalization and medical coverage for each employee and his/her dependents. The employee shall be given a choice of health insurance coverage from the following plans:

1. The City of Schenectady Indemnity Plan with benefit levels in effect as of October 1, 2000.
2. Mohawk Valley Plan (MVP) Co-Pay 10+.
3. Capital District Physicians Health Plan (CDPHP) Premier 10.

B. For employees on the payroll of the employer, the City may change the current health indemnity benefit to the New York State sponsored "Empire Plan" with medical and psychiatric enhancements.

C. The employer agrees to provide fully paid health insurance with coverage equivalent to the plan(s) presently in effect for retired members and their families. Current Employees who subsequently retire will receive the benefit with no contribution by the retiree towards the cost of the plans. Employees hired after the execution of this agreement who subsequently retire will pay 5% of the cost in retirement.

D. Effective January 1, 1995, members of the Department who opt not to be covered by the health insurance program will receive thirty-five (35%) percent of the reduced cost to the City as a result of the member opting out of the health insurance plan, which payments shall be made on a prorated basis quarterly throughout the year. Proof of coverage through another health insurance program will be required of an officer electing to take this benefit. If the member's alternative coverage is terminated he shall

be entitled to coverage under this Article. Additionally, members shall be entitled to coverage under this Article upon opting in at the annual window period. The waiver/buyout form, attached as Appendix "F", must be completed by the member.

E. Effective upon the execution of this agreement, the health plans offered by the City shall be amended as follows:

1. The City of Schenectady Indemnity Plan will have its annual deductibles increased from \$300.00/\$600.00 to \$400.00/\$800.00.
2. The Mohawk Valley Plan (MVP) shall be Co-Plan 20+.
3. The Capital District Physicians Health Plan (CDPHP) shall be Premier 20+.

F. Effective upon the execution of this agreement, prescription drug coverage provided through the City's indemnity plan and CDPHP HMOs shall be \$15.00 for a generic fill and \$25.00 for a brand name fill. Upon the execution of this agreement MVP prescription drug coverage shall be \$10.00 for a generic fill and \$25.00 for a brand name fill. Effective January 1, 2002, in the event a member enrolled in MVP incurs out-of-pocket expenses on drug co-pays, the City shall reimburse such member the full amount incurred, in excess of \$150.00 (individual). The City shall also reimburse members for out-of-pocket expenses in excess of \$300.00 (two members for out-of-pocket expenses in excess of \$300.00 (two family members) and \$450.00 (three or more family members). Employees hired after the execution date of this agreement shall not be eligible for this reimbursement benefit.

G. For employees hired after the execution of this agreement the City will not be responsible for cost, co-pays or benefit level changes unilaterally instituted by the carriers providing health insurance. This clause is not intended to allow the carrier to discontinue a benefit or change a benefit level solely for the City while providing like

benefits and benefit levels for other municipalities. In the event the carrier discontinues a plan the City will notify the Union of the changes as soon as practicable.

Section 3. Dental Insurance: The City at its own expense shall provide dental insurance with coverage equivalent to the plan presently in effect for each member of the Department and his family. The plan presently in effect is supplied by Blue Cross/Blue Shield Policy No. 6627. Effective January 1, 1980 Rider B shall be added to the above Plan.

Effective January 1, 1998, the Dental Plan will be the one currently in effect, and rebates will no longer be given.

The City will continue to provide said dental insurance coverage (for members and their families) only to those employees who have retired since April 1, 1976, and who hereinafter may retire.

Section 4. Employees hired on or after the execution date of this agreement shall contribute a portion of the cost of the above health and dental insurance in the following ratio:

	<u>CITY</u>	<u>EMPLOYEE</u>
5 th year of employment	80%	20%
6 th -8 th years of employment	85%	15%
9 th year of employment	90%	10%
10 th year of employment and thereafter into retirement	95%	5%

H. Upon the execution of this agreement all current employees shall contribute 5% of the cost of their selected health insurance plan through payroll deduction under an

IRC 125 plan. In no event will the employee cost exceed \$1,100 for a family, \$850 per year two person and \$600 per year individual.

Section 5. Life Insurance: The City will at its own expense, provide to each employee the following term life insurance coverage:

- A. \$10,000.00 on the life of each employee.
- B. \$ 5,000.00 on the life of the spouse of each employee.
- C. \$ 1,000.00 on the life of each child of each employee six (6) months of age or older.
- D. \$ 100.00 on the life of each child of each employee until such child attains the age of six (6) months.

In addition to the foregoing, such policy of insurance shall contain a provision for twenty four (24) hour accidental death and dismemberment benefits. So that any employee officer who dies as the result of an accident shall be deemed covered for a total amount equal to three (3) times the amount set forth in "A" above.

Section 6. General Municipal Law Section 207-a: The Procedure for the Administration of Section 207-a, attached as Appendix "G", will govern the determination of benefits pursuant to 207-a.

ARTICLE XV

SENIORITY

A. Seniority shall be determined by the employee's length of service as a Firefighter in the Department. In determining the order of seniority between those members who join the Department or are promoted on the same date, seniority shall be determined amongst them by the order of their civil service mark. In the event of equal marks, seniority shall be determined by chance.

In the event an employee is not available to sign the civil service book on the date of his appointment or promotion due to a duty connected disability or illness, his position shall be preserved for all purposes.

Time spent in the armed forces or military leaves of absence and other authorized leaves not to exceed one year, and time lost because of duty connected disability shall be included as service in the department.

B. An up to date seniority list showing the names, length of service dates, and departmental assignments in rank shall be furnished to the Union every six (6) months. A copy of the list shall be maintained for inspection by members.

C. An employee shall forfeit his seniority rights only for the following reasons:

1. He resigns.
2. He is dismissed and not reinstated.
3. He retires on regular service retirement.

D. 1) The City is in accord with the principle that seniority should be the major factor in filling work assignments by superior officers, unless the senior employee is not qualified to perform the duties required. Provided that if he so requests, the senior employee shall be given an on the job training course in said duties and, if he fails to qualify for the job within a reasonable period, he may then be passed over. The determination of qualification after the training period shall be made by the Mayor or his designee. However, it is recognized that the public safety must not be jeopardized through artificial constraints resulting from the application of the principle of strict seniority.

2) An employee/member of the unit shall not be eligible to bid a position until the satisfactory completion of his/her probationary period and the attainment of permanent status. In order to create well trained and well rounded firefighters, probationary firefighters shall be assigned to fill vacancies at the discretion of the Fire Chief.

E. The choice of vacations shall be by seniority, in accordance with the provisions of Article XIII, Section 3, subdivisions (1), (2) and (3). Employees within separate units shall draw vacation assignments among themselves.

F. In the event it becomes necessary to reduce the firefighting force, City wide seniority shall govern lay offs and recalls. The employee lowest on the seniority list shall be the first laid off and the last recalled.

G. In determining preference for the purpose of assignments or promotions, seniority in rank shall control.

H. Bumping Procedures:

1. A bump right is created when either a piece of apparatus or a position/assignment in the Department is eliminated or when a member is displaced by another member because of bumping or changes in position qualification. (Should an ALS position be created on an Engine Company, procedures used to establish bump rights for Engine #5 and Engine #2 (1996) will be followed.)

2. A bump right is not created by:

a. simple relocation of apparatus from one location to another, increased call volume which results from apparatus relocation or redesignation.

b. equipment changes or duty related changes which are readily taught to members while on duty.

c. simple re-designation of apparatus numbers which do not result in assignment qualification changes.

3. Bumping Rules:

a. The Department will post a list of names of personnel eligible to invoke bump rights.

b. The member with posted bump rights must bid a vacancy if he desires that position. He will not be allowed to bump that position after bidding closes.

c. If no bids are received for a position, an employee with bump rights may bump into that position with no further chain reaction.

d. An employee will bump into a position at the level of his seniority.

e. When bumping into an assignment with a full complement, the employee affected by the bump will exercise the same procedure.

f. Non-certified ALS Level 4 providers may not displace certified ALS Level 4 provides from designated ALS positions.

ARTICLE XVI

PROFESSIONAL TRAINING AND IMPROVEMENT COURSES

The City and the Union are in agreement that it is to the best interest of the administration of the Department that as many employees as possible participate in professional, educational and training courses whenever the same are available. In order

to facilitate the availability of such courses to the personnel of the Department the following are hereby adopted.

Section 1. The Department shall post on bulletin boards located at all fire stations announcements of all courses to be given which are either compulsory for a segment of the staff, are prerequisites to promotion or improved assignment, or may be optional for the purpose of improving the professional standing of Firefighters in the Department. All eligible staff members shall have an equal opportunity to bid for the prerequisite and optional courses. In the event that there are more bids than openings available, the senior personnel qualified under objective standards, will be given the preference subject to any special requirements by the institution giving the course. However, if there are a limited number of bids available and it can be shown by objective standards that the course or training will be useful to a limited group or rank, then the bidding may be restricted to that group or rank. Similarly, if the objective usefulness is related to an equal distribution amongst the platoons, then the bidding may be limited to an equal number amongst each platoon.

The Chief must meet with the Union regarding the determination of demonstrable objection standards or objective usefulness which is used to limit bidding herein to a particular group, rank or distribution.

Nothing shall prohibit the Union from filing a grievance if it does not agree with the standards determined by the Chief.

Section 2. Compulsory Courses: The City shall arrange all compulsory courses and training programs in such a manner so that any Firefighter required to complete such

course or participate in such training program shall be able to do so during his regularly scheduled tour of duty, if possible, or shall be compensated accordingly.

Section 3. Optional Courses: Any employee attending an optional educational course related to the furtherance of his proficiency as a Firefighter with departmental approval, shall upon successful completion thereof, and presentation of the evidence of such completion, be reimbursed by the City for 50% of the cost of the tuition and other expenses advanced by him in the taking of such course.

Section 4. Prerequisite Courses: Whenever a course is given which is a prerequisite for promotion or for improved or advantageous assignment, the timing of such course shall be so arranged as to permit all interested personnel to register and complete the same in sufficient time to become a candidate for the position.

Section 5. Special Courses: Whenever a special course is announced by an educational institution which will result in the improvement of the professional capacity of a Firefighter, the City will arrange to permit as many of the personnel as are interested in attending such course when not on duty and are eligible to do so, keeping in mind the criteria that if only a limited number can attend, seniority shall be the primary requirement for eligibility insofar as the City is concerned.

ARTICLE XVII

TRANSFERS

Section 1. It is recognized that transfers may be to either a more or less desirable function or position. Therefore, in selecting personnel for transfer the following criteria shall be applied:

A. The Department may transfer any employee to a position less desirable than the one he formerly occupied in an emergency situation. However, such emergency shall not continue for more than one week unless the employee voluntarily agrees to continue to perform the duties for a longer period of time. If it is necessary to fill the position for an extended period of time, the employee with the least seniority shall be selected.

B. Vacancies to preferable assignments shall be posted once per month and all Firefighters desiring to be transferred to such assignments shall submit their written request therefore to the Chief of the Department. The Department shall prepare a list of such applicants and appointments thereto shall be made by seniority unless the assignment requires special qualifications which the senior applicant is not eligible to meet. Any employee who is by-passed in selection for such assignment shall be advised of the reason therefore and may, if he believes the Department is in error, file a grievance with the Union and the Department concerning the same. Any Firefighter who is transferred pursuant to this provision cannot bid back into the vacancy he created.

Vacancies shall be posted once per month for a minimum of twenty-five (25) days, unless otherwise agreed by the Department and the Union. Vacancies which go un-bid after having been posted shall be considered undesirable positions. Undesirable positions may be filled by written requests by individuals to the Chief's Office on a first received, first assigned basis. If necessary for public safety, undesirable positions may be filled by the Department by assigning either the most junior unassigned man, if any, or the most junior firefighter.

Leveling will done by the Department if and only if the platoons are

unbalanced to the extent that it effects the Department's ability to staff. If the Department is fully staffed according to the Table of Organization and there are no unassigned members, leveling should not occur. If necessary as set forth herein, platoons will be leveled and paramedic assignments adjusted by seniority. The Department will discuss any leveling with the Union prior to its implementation.

C. If the Department decides to create a new work assignment, or other non-civil service position, the criteria therefore shall be discussed with the Union before the establishment thereof. In filling such position, the provisions of Section 2, above, shall apply.

ARTICLE XVIII

NEWLY CREATED AND VACANT POSITIONS

Newly created and vacant positions shall be filled from civil service lists immediately. However, nothing contained herein shall limit the authority of the City to create new positions or to abolish existing positions.

If the Department decides to create a new position, the criteria therefore shall be discussed with the Union and a civil service examination shall be held to establish an eligibility list for the same. If it is necessary that the position be filled temporarily until the list is propounded, the Department shall post the position and eligible candidates shall apply for the temporary job. The person filling the job temporarily shall be paid at the rate that the permanent position will pay.

Every applicant for such newly created position, or for promotion, must be eligible for appointment within six (6) months of the date of the examination before he shall be permitted to take the examination.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

Section 1. Off-Duty Action: Since all Firefighters are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by a member of the Department on his time off, which would have been appropriate if taken by a Firefighter on active duty if present or available, shall be considered official action, and the Firefighter shall have all of the rights and benefits concerning such action as if he were then on active duty.

Section 2. Civil Claims: In the event that an employee is faced with a civil claim arising out of an incident related to his service with the Department (except acts of willful misconduct) the City will provide legal counsel for his protection, and hold him harmless from any financial loss.

Section 3. Bulletin Boards: The Department will furnish for the use of the Union, space for bulletin boards in various parts of the headquarters building each of the fire stations, and in other locations where departmental personnel may be stationed.

Section 4. Mileage: Employees who are required to use their personal automobiles for official purposes shall be compensated by the City at the rate per mile approved by the Internal Revenue Service.

Section 5. Rules and Regulations: The City will provide each employee a handbook containing the Rules and Regulations of the Department. Copies of this Agreement shall be furnished to the Union in sufficient quantity for distribution to each member and other related uses. Provisions in the Rules and Regulations inconsistent with this Agreement shall be modified accordingly.

Section 6. Safety Equipment: It is recognized by the City that the job of a Firefighter is exceptionally hazardous. To reduce the danger as far as possible, the City will provide each Firefighter with modern safety equipment and accessories including but not limited to safety glasses, masks, radiation uniforms, helmets, gloves and any and all protective gear. The City will also provide all equipment for the use of the Firefighter necessary to the efficient and safe performance of their duties.

Section 7. Safety Committee: The Safety Committee of the Union shall be free to inspect any equipment used in fighting fires or bring to the attention of the Chief any other procedure or practice (excluding non-mandatory subjects) which it believes represents a danger to the health and safety of the membership of the Department. If the Union and the Chief fail to agree on a remedy within forty-eight (48) hours, then the Union will be free to file a safety grievance with the Mayor. Rejection by the Mayor will justify invocation of the arbitration procedure provided in Article XI of this Agreement. Provided however, that nothing herein contained shall require an employee to endanger his life because of faulty equipment.

Once a year, before the end of the first quarter of the year, the Chief or his designee shall inspect each employee's turnout gear to determine the need for

replacement or repair. The City shall yearly repair or replace at its own expense all worn out and/or damaged turnout gear as determined by the Fire Chief.

Section 8. City Ordinances: Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City appropriate Council action shall be taken to render such Ordinance or Resolution compatible with this Agreement.

Section 9. Maintenance of Benefits: Wages, hours and all other conditions of employment legally in effect at the execution of this Agreement, shall except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement, except as modified herein.

Section 10. Term: This Agreement shall become effective as of January 1, 2005 and shall terminate as of December 31, 2009, provided that a new contract has been entered into to take effect January 1, 2010. If the parties hereto have failed to agree upon a new contract on or before December 31, 2009, all of the terms and conditions set forth in this Agreement, with any supplements or modifications thereof, shall continue in full force and effect until the date of the execution of a new agreement.

Nothing herein contained shall preclude the parties from meeting at any time to renegotiate a part of this Agreement which may require change because of new circumstances or conditions.

Section 11. Negotiations: On or before June 1, 2009, the Union shall present to the Mayor a list of proposals for negotiation for a 2010 contract. The parties shall meet to discuss and negotiate concerning such proposals as soon after June 1, 2009 as may be

feasible, and will continue to negotiate until agreement is reached or impasse declared. The parties agree to utilize the facilities of the Public Employment Relations Board whenever necessary to assist them in arriving at a mutually satisfactory agreement.

Section 12. Savings Clause: If an article or section of this Agreement, or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with an enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such article or section, if legally permissible.

Section 13. Definition of Day: So far as applicable, the term "day" shall be defined as an eight (8) hour unit provided however, that no reduction will result in current level of benefits.

Section 14. Exchange of Time Procedure:

A. Exchange of time consistent with the Department rules will be permitted upon approval of one Deputy Chief whose platoon is affected by the change. A request must be approved before it is worked.

B. Exchange must be rank for rank except as allowed by the Fire Chief.

C. Exchange of time shall be determined by the positions on the table of organization.

D. If a problem arises with a payback of time the Union will first mediate the problem. If this does not resolve the problem, then the Chief in Union will resolve the dispute.

E. Exchange will be duty assignment for duty assignment. All candidates for exchanges must be able to perform the duties of those members they are exchanging for except as allowed by the Fire Chief.

F. Exchange of time forms will be submitted so that exchange of time records can be compiled.

G. Members exchanging time must be able to work the duty of the person they are exchanging with as well as be able to perform other consequential duties which circumstances may require. For example: Jumping - if the person exchanged with is in line to jump the person exchanging time must do so regardless of seniority.

H. Exchange of time shall not be used to facilitate outside gainful employment.

I. Members may not exchange time with other members who are on vacation and are on the same platoon. Nor can members exchange with other members who are already on exchange of time.

J. Effective July 1, 2002, a member who fails to cover an agreed upon change of schedule for a fellow member of the bargaining unit shall be required to work the equivalent amount of time on reasonable notice from the Chief.

K. A member may use personal leave or compensatory time in an exchange circumstance.

Section 15. Linens: Effective January 1, 1998, the City will no longer be responsible for providing members with linens. All members of the Department shall be heretofore responsible for the purchase, maintenance and upkeep (including placement and removal) of their own bed linens.

Section 16. Code Enforcement: The Parties agree to meet to attempt to negotiate a Code Enforcement Agreement between the City, Local 28 and the CSEA.

Section 17. Drug and Alcohol Policy: The parties agree to the Drug and Alcohol Policy and Testing Plan attached hereto as Appendix "J". The Plan will become effective November 14, 2002.

Section 18. Rapid Response Team: Effective January 1, 2003, the Department will create a Rapid Response Team to be used as a Rapid Intervention Team, a First Response Fire Call Team, and any other priority assignment determined by the Chief. The Team shall consist of no more than six (6) members of the department regardless of rank, except at the discretion of the Chief, additional members may be added in a given 12 month period. Members may bid assignment to the team for a 12 month period during their employment with the Department. If more than six (6) members bid in one year, assignment will be based on departmental seniority. Members of the Emergency Response Team will be paid eight percent (8%) of their base pay in their weekly paychecks, on a pro rata basis. A Team Member shall:

A. Be required to carry their own pager at all times while off duty, except while on vacation or hours reduction leave.

B. At the direction of the Department, shall be required to render eighty (80) hours of service outside of their normal work hours in the following circumstances, during their 12 months on the team:

1. Emergency order back;
2. Training details; and
3. Special details as assigned by the Chief.

Any non-worked time agreed upon between the member and the Chief, the member may pay back on an hour per hour basis at the rate of time accrued from the member's vacation accruals.

C. Each team member will be allowed one (1) refusal of an assignment (detail) by the Department. A second refusal will result in automatic removal from the team.

D. Each team member will be allowed two (2) "no response" circumstances to a paged call back. A third (3rd) "no response" will result in automatic removal from the team.

Section 19. Roster: Effective January 1, 2003, the roster for the following day will be set at 8:00 p.m. All hiring which the Department elects to do after 8:00 p.m. and before 8:00 a.m. as a result of additional hiring needs due to additional requests for time off will be done on a position-for-position basis, except at the Department's discretion there will be a minimum of three (3) officers on duty and there will be no more than three (3) persons on a platoon riding out of grade. All hiring after 8:00 a.m. shall be done on a position-for-position basis except that when a Lieutenant is riding in a firefighter's position the Lieutenant may be moved to the vacant officers' position.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement, the date and year first above written.

CITY OF SCHENECTADY

CITY FIREFIGHTERS UNION
LOCAL 28, I.A.F.F., AFL-CIO

BY: _____
Brian Stratton, Mayor

BY: _____
Alan Tygert, President

NEGOTIATING COMMITTEE

BY: Thomas Lecce
David Orr
Michael O'Clair
Michael Angelozzi

STATE OF NEW YORK)
COUNTY OF SCHENECTADY)SS.:
CITY OF SCHENECTADY)

On this _____ day of _____, 2006, before me the subscriber, personally appeared **BRIAN STRATTON**, to me known, who, being by me duly sworn, did depose and say, that he resided in the City of Schenectady, New York, the Municipal Corporation described in and who executed the foregoing instrument; that he knows the Seal of the said City of Schenectady; that the Seal affixed to said instrument is such corporate seal; that it was affixed by order of the Council of the City of Schenectady, that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
COUNTY OF SCHENECTADY)SS.:
CITY OF SCHENECTADY)

On this ___ day of _____, 2006, before me the subscribers, personally appeared _____, to be known to be the persons described in and who executed the foregoing instrument and they duly acknowledged that they executed the same.

Notary Public