

AGREEMENT

CITY OF TROY

DEPARTMENT OF PUBLIC SAFETY

BUREAU OF FIRE

AND

TROY UNIFORMED

FIREFIGHTERS' ASSOCIATION

LOCAL 86, I. A. F. F., AFL-CIO

1 JANUARY 2007 THROUGH 31 DECEMBER 2010

2007-2010 TROY UFA CONTRACT

<u>ARTICLE</u>	<u>SUBJECT MATTER</u>	<u>PAGE</u>
I.	Purpose and Intent.....	1
II.	Definitions.....	2
III.	Recognition and Bargaining Unit.....	4
IV.	No Strike, No Lockout Pledge.....	4
V.	Association Dues.....	4
VI.	Management Rights & Responsibilities.....	5
VII.	Rights of Employees.....	8
VIII.	Grievance procedure.....	10
IX.	Hours of Work, Overtime, Manning and Recall, Safety Staffing.....	12
X.	Permanent, Probationary and Provisional Firefighters.....	19
XI.	Seniority.....	19
XII.	Holidays.....	21
XIII.	Leaves of Absence.....	22
	A. Sick Leave.....	22
	B. Vacation Leave.....	23
	C. Personal Leave.....	26
	D. Military Leave.....	28
	E. Leave Without Pay.....	28
	F. Leave for Association Representatives.....	29
	G. Trade Work Policy.....	29
XIV.	Health Insurance.....	30
XV.	Retirement Plan.....	33
XVI.	Wages and Out-of-Grade Work.....	34
XVII.	Uniform Allowance and Uniforms.....	35
XVIII.	Special Conference.....	36
XIX.	Newly Created and Vacant Positions.....	36
XX.	Professional Training and Improvement Courses.....	37
XXI.	Vacancies and Transfers.....	39
XXII.	Waiver Clause.....	40
XXIII.	Miscellaneous Provisions.....	41
XXIV.	Paramedics.....	46
	SCHEDULE A.....	49
	1. Salary Schedule.....	49
	2. Longevity Schedule.....	50
	SCHEDULE B.....	52
	1.207-A PROCEDURE	52
	Signatories.....	57
	Appendix 1 (Former Health Insurance Plan)	
	Appendix 2 (Modifications To Health Insurance Plan)	

2007-2010 TROY UFA CONTRACT

AGREEMENT, entered into _____, 2007
between THE
CITY OF TROY, NEW YORK, a New York Municipal Corporation
(hereinafter also referred to as the "Employer" or the
"City"), for the calendar years 2007, 2008, 2009, and 2010
and THE TROY UNIFORMED FIREFIGHTERS ASSOCIATION, LOCAL 86
I.A.F.F., AI-L-CIO, a labor organization existing under the
laws of the State of New York (hereinafter referred to as
the "Association").

ARTICLE I. PURPOSE AND INTENT

The general purposes of this Agreement are to set forth equitable terms and conditions of employment, to provide for the expeditious and orderly resolution of disputes between the parties and otherwise to maintain amicable and cooperative labor relations between The City of Troy, New York and the members of the Troy Uniformed Firefighters' Association, Local 86, AFL-CIO, all in accordance with the New York Civil Service Law, The Public Employees' Fair Employment Act of 1967 as legislatively amended and judicially interpreted, together with the provisions of the Charter and the local laws of the City of Troy, New York.

In expressing their mutual desire to promote harmonious labor relations, the parties recognize and declare that the general safety of the public community is paramount so that any disputes arising between the parties shall be adjusted and resolved without interruption of essential services to the public.

THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties, acting by and through their duly authorized representatives, agree as follows:

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II DEFINITIONS

- A. "Association" means the Troy Uniformed Firefighters' Association.
- B. "Firefighter" and/or "Employee" means a uniformed person, without regards to gender, (inclusive of emergency medical technicians and paramedics), employed by the Bureau of Fire of the City of Troy, exclusive of the ranks of Battalion Chief and above.
- C. "Service" or "Length of Service" includes all service with the Bureau of Fire of The City of Troy, starting with the first day of appointment.
- D. "Employer" means the City of Troy.
- E. "Chief" means the Chief of Fire.
- F. "Bureau" means the Bureau of Fire of the Department of Public Safety of the City of Troy and when used herein shall mean also the City of Troy.
- G. "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering the terms and conditions applicable to the employees of the Bureau and shall include also all the provisions of this Agreement.

"Policy Grievance" shall mean a Grievance wherein the Grievant is the Association collectively and which the matter has been determined by its Executive Officers as, either:
 - 1) affecting the Association independent of the employees, or
 - 2) having Bureau wide implications, or
 - 3) significantly affecting more than one employee.
- H. "Association Officer" shall mean an employee who is an officer or an appointed representative of the Association.

- I. "Executive Board" shall mean the appointed members and elected officers of the Association as defined in the Association's By-Laws.
- J. "Bargaining Committee" or "Negotiating Committee" shall mean a committee composed of not more than five (5) members who will meet and negotiate with the City concerning this Agreement or future Agreements.
- K. "Safety Committee" shall mean a committee appointed by the President of the Association with the approval of the Executive Board.
- L. "Court Appearance" shall mean that an employee must appear or give testimony in any court, before a grand jury, or before any other judicial or quasi-judicial body, or in any departmental or agency hearing which may compel his or her attendance either by subpoena or by direction of his or her superior officer on a matter related to his or her employment as a firefighter.
- M. "Day", "Tour of Duty" or "Work Day" shall be considered synonymous terms specifying the period of work assignment of a firefighter (excepting only the Fire Inspector), to wit, twenty-four (24) hours.
- N. "Commanding Officer" shall mean the officer in charge of a Company.
- O. "Company" shall mean the employees assigned to an individual piece of apparatus such as an engine, ladder truck, rescue squad vehicles, medical emergency vehicle or ambulance.
- P. "Paramedic" shall mean any firefighter who has received certification from the State of New York of at least an A-EMTP.
- Q. "Fire Surgeon" shall mean a physician selected by the City.
- R. "Chief Executive Officer" shall mean the mayor.

ARTICLE III RECOGNITION AND BARGAINING UNIT

Pursuant to and in accordance with all applicable provisions of the Civil Service Law of the State of New York, as amended, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment and other terms and conditions of employment for all firefighters of the Fire Bureau, excluding the Chief, the Deputy Chief, Assist. Chief and the Battalion Chiefs, for the term of this agreement.

ARTICLE IV NO STRIKE, NO LOCKOUT PLEDGE

The Association agrees that during the term of this Agreement, and as long as it is or continues to be the recognized or certified bargaining representative of the employees covered by this Agreement, it will not engage in a strike or cause, instigate, encourage or condone a strike by its members. Similarly, the City agrees that it will not lockout or provoke its employees, or in any other way penalize or discriminate against them for the purposes of creating pressure upon such employees to accept its terms and conditions during negotiations.

ARTICLE V. ASSOCIATION DUES

- A. The City agrees to deduct Association membership dues and assessments in accordance with the Constitution and By-Laws of the Association from the pay of each member of the bargaining unit who executes or has executed an "Authorization for Payroll Deduction" form. Such form shall be provided by the Association.
- B. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction" and the provisions of this Agreement.
- C. A properly executed copy of such "Authorization for Payroll Deduction" form for each member of the bargaining unit for whom Association membership dues are to be deducted hereunder shall be delivered to the City before any payroll deductions are made and shall become effective with the first full payroll after the authorization form is tendered to the City.

- D. Deductions for any calendar month shall be remitted to the designated financial officer of the Association not later than the 10th day following the calendar month in which the deduction was made. Each month the City shall furnish the designated financial officer of the Association with a list of those for whom the Association has submitted a signed "Authorization for Payroll Deduction" form. If there is no deduction made, and the Association has submitted a signed "Authorization for Payroll Deduction" form, the City shall include this information and the reason for this with its list to the designated financial officer of the Association.
- E. The City shall not be liable by reason of the requirements of the Agreement for the remittance of payment of any sum other than that constituting actual deductions made from the wages earned by the employees.
- F. Membership in the Association shall not be a condition of employment or a preference in the continuation of employment; however, the Association shall be entitled to the benefit of the provisions of the "agency shop" legislation enacted by the Legislature of the State of New York (1977) and as the same may thereafter be amended, upon attainment of membership equal to eighty percent (80%) of the bargaining unit employees and for such annual periods as the Association maintains said percentage membership, upon full compliance by the Association with the terms and provisions of such legislation.

ARTICLE VI MANAGEMENT RIGHTS AND RESPONSIBILITIES

- G. Except as otherwise provided herein, and subject to other controlling provisions of this Agreement, statutes and laws, the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and all lawful prerogatives of the City shall remain and shall be solely and exclusively the City's rights. Paramount among these rights, but by no means exclusive, are the rights involving public policy, determination of the mission, purpose and duties of the various departments and bureaus within the City, their budgets,

organization, number of employees, and the numbers, types, and grades of positions of employees assigned to an organization unit, work project, tour of duty, technology of performing the work, the rights to manage and direct work forces, to decide the number and location of stations and other facilities, to determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, work methods, practices and procedures, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and material in order to operate and manage its affairs in all respects in accordance with law.

The foregoing notwithstanding no work presently within the job duties of or performed by members of the bargaining unit shall be contracted to be performed by a non-member of the unit or subcontracted to any other party except as expressly permitted by the City Charter.

- B. The Charter places responsibility on the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and City, exercising supervision and control over executive departments of the City, for preparing and submitting an annual budget, for directing the proper performance of all City departments for carrying out all other Charter responsibilities and provisions so designated. It is the responsibility of the Mayor and of the City Council to enact local laws, ordinances, resolutions and to appropriate money. Similarly, it is the responsibility of the City to determine classification, status and tenure of employees, to establish rules, to initiate promotions and disciplinary actions, to certify payrolls and to review appointments in the City's service. The foregoing, however, is limited by State and Federal laws where applicable and by controlling provisions of this Agreement.
- C. The City shall have the exclusive right to adopt, revise and enforce departmental and working rules, regulations and practices, to carry out cost and general improvement programs including the right to hire, to suspend, to demote or to discharge, to take

other disciplinary action against employees for just cause, to assign, to promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty for legitimate reasons, subject to overriding provisions of this Agreement.

- D. The City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all employees and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment in all phases of the employment process.
- E. It is further intended that this Agreement and its supplements shall be an implementation of the Charter and Legislative authority of the City Council, the authority of the Mayor and of rules and regulations promulgated by the City and the provisions of the Public Employees' Fair Employment Act.
- F. The City will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization and the City shall not:
 - 1. Interfere with, restrain or coerce employees in the exercise of their rights, 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 to discourage membership in a labor organization.
 - 4. Discriminate against any employee because he/she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the labor organization recognized under the terms of this Agreement.
 - 5. Refuse to meet, to negotiate or to confer on proper matters with representatives of the Association as set forth in this Agreement.

ARTICLE VII RIGHTS OF EMPLOYEES

- A. Firefighters hold the status of public officers by the nature of their office, employment and duties.
- B. The well-being of the community depends to a large extent upon the manner in which firefighters perform their duty. Thus, their employment is in the nature of a public trust.
- C. The powers and duties given to the Bureau and its employees involve them in all manner of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of employees of the Bureau. These questions may require immediate investigation by a chief officer. In an effort to insure that these investigations are conducted in a manner conducive to good order and discipline, the following rules are adopted:
 - 1. The interrogation of an employee shall be at a reasonable hour, preferably when such employee is on duty, unless the urgency of the investigation dictates otherwise, in which event reassignment of such employee should be employed. In the event neither of the above alternatives is feasible and such employee's time is lost, such employee shall be compensated therefore pursuant to the provisions of Article IX, C.
 - 2. Interrogation shall take place either at Fire Headquarters or at the Office of the Corporation Counsel at the election of the City, or at such other places as to which the City and the Association may agree.
 - 3. An employee shall be informed of the nature of the investigation before any interrogation commences, including the name(s) of the complainant(s). The addresses of the complainants and/or witnesses need not be disclosed. However, sufficient information reasonable to apprise such employee of the allegation should be provided. If it is known that such employee is being interrogated as a witness only, he/she must be so informed at the initial contact.
 - 4. The questioning shall not be overly long. Reasonable respites shall be allowed. Time also shall be provided

for personal necessities, meals, telephone calls and rest periods as are reasonably necessary-

5. The employee shall not be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
6. An employee who is under arrest or who is a suspect in a criminal investigation or whose arrest may be occasioned as a consequence of this interrogation or who may thereby be placed in jeopardy of personal freedom or employment shall be afforded all Constitutional rights prior to and throughout the investigation.
7. Interrogation records shall be the property of the City but a copy will be made available to the Association or to the employee upon request.
8. In all cases, the City shall afford an opportunity upon request, to consult with counsel and/or his/her Association representative before being questioned concerning a violation of law or of the Rules and Regulations. Counsel and/or a representative of the Association may be present during interrogation.
- D. No entry shall be placed in an employee's personnel file without giving written notice thereof to the employee within five (5) days of the making of such entry. Every employee shall have the right to examine his/her personnel file at any reasonable time upon request, and to enter in his/her file such written exculpatory or explanatory matter as he/she may determine.
- E. In the event that an investigation results in the institution of disciplinary action, a representative of the Association shall be entitled to participate in all stages of the proceedings and shall be provided with a copy of all charges and specifications, recommendations and decisions, if requested by the employee.
- F. Unless the affected employee should otherwise agree, with prior notice to the Association, all disciplinary proceedings shall be controlled by Article 5 of the

Civil Service Law of the State of New York and the grievance and arbitration procedures herein. Such agreement shall in no event constitute a precedent in other cases.

- G. No employee shall be required to submit to a polygraph test during the investigation of alleged departmental misconduct.

ARTICLE VIII GRIEVANCE PROCEDURE

A. DECLARATION OF BASIC PRINCIPLE.

Every employee shall have the right to present a grievance in accordance with the procedures herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to representation of his/her own choosing at all stages of the grievance procedure.

For the purposes of this Article, a "day" shall mean a 24-hour calendar day inclusive of Saturdays and Sundays but exclusive of legal holidays as set forth in Article XII herein.

B. INDIVIDUAL GRIEVANCE:

FIRST STAGE

An employee who claims to have a Grievance shall present the Grievance in writing to the Chief within ten (10) days after learning of the situation which created or caused the Grievance. The Chief shall discuss the Grievance with the Employee and shall make such investigation as he/she deems appropriate. Within ten (10) days after presentation of the Grievance, the Chief shall make his/her decision and communicate the same in writing to the employee and to the Association.

SECOND STAGE

If any employee presenting a Grievance is not satisfied with the decision made by the Chief, he/she may within ten (10) days thereafter, request in writing, a review and determination of the Grievance by the Mayor.

Within ten (10) days after the request for review has been submitted, the Mayor shall make a decision and communicate the same in writing to the employee and to the Association. The Mayor's decision shall be final unless such individual Grievance is timely joined by the Association as a Policy Grievance, in which case the Grievance shall proceed directly to the Policy Grievance, Third Stage level.

C. POLICY GRIEVANCE:

FIRST STAGE

A Policy Grievance may be initiated by the Association, and shall be submitted in writing to the Chief within Sixty (60) days of the event giving rise to the Grievance.

Within ten (10) days after the Policy Grievance has been submitted, the Chief shall make a decision and communicate the same in writing to the Association.

SECOND STAGE

If the Association does not accept the decision of the Chief, an appeal therefore may be taken to the Mayor within ten (10) days from the receipt of the Chief's decision.

The Mayor shall make a decision and communicate the same in writing to the Association within ten (10) days.

THIRD STAGE

If the Association is not satisfied with the Mayor's decision, it may, within twenty (20) days there from request Arbitration by the New York State Public Employment Relations Board (PERB). The Arbitration shall proceed in accordance with the rules and procedures established by PERB. Fees and expenses of the Arbitrator shall be paid in full by the losing Party, except as may otherwise be apportioned by the Arbitrator.

The decision(s) of the Arbitrator shall be binding upon all parties.

ARTICLE IX HOURS OF WORK AND OVERTIME, MANNING AND
RECALL, SAFETY STAFFING

- A. The basic work week for all employees shall be forty (40) hours averaged over a calendar year. In view of the requirements that the City be protected twenty-four (24) hours a day, seven (7) days per week, the Chief of Fire shall schedule assignments and tours of duty subject to the provisions of this Agreement.
- B. The basic work day (tour of duty) for all employees (excepting only the Fire Inspectors) shall be twenty-four (24) hours.
- C. Any employee working in excess of one (1) tour of duty shall be guaranteed a minimum of one (1) hour of work and be compensated for all such additional time, at one-and-one-half (1 1/2) times the regular hourly rate as defined in Schedule "A" annexed. The employee may elect to take compensatory time (based on one-and-one-half (1 1/2) times the hours worked) in lieu of cash payment. However, compensatory time earned by an employee shall be paid upon thirty (30) days written notice, minimum of twelve (12) hours, at the rate in effect at the time paid or can be accumulated to the extent allowed by State and Federal Law. A firefighter recalled to duty as set forth in paragraph K shall be compensated for all time so spent, commencing with the time the recall was activated, at one-and-one-half (1 1/2) his/her regular hourly rate and shall be guaranteed not less than four (4) hours pay.
- D. In the event that the City finds it necessary to change the present Table of Organization of the Bureau of Fire, the City will notify the Association thereof, in writing, not less than ten (10) days prior to the effective date of the proposed reorganization. The Association shall have an opportunity to be heard thereon and to examine the proponents thereof. The provisions of Article XVIII (Special Conferences) shall be applicable thereto.
- E. In the event overtime is required on a particular occasion, other than a recall under paragraph K, strict seniority on a platoon shall apply.

- F. No preference for overtime shall be given to persons who have heretofore filed or will file notice of intention to retire, it being the intent of the parties that overtime shall be made available, when required, on a strict seniority basis connected to non-contiguous platoons, i.e., the first platoon shall work required overtime on the third platoon and vice versa; the second platoon shall work overtime as may be required on the fourth platoon and vice versa.
- G. All employees who may be entitled to overtime shall be limited in overtime pay to a maximum of eighteen thousand (\$18,000) dollars annually.
- H. Employees who happen to be at the scene of a fire or other emergency and who render assistance shall not be entitled to wages that would otherwise have been earned during such time unless they are employees of a unit being recalled. However, in all other respects the provisions of Article XXIII (1) will apply.
- I. Canceling Time-Off/Overtime:
- In order to be fair to all parties with regard to canceling time off the following will be used:
- (1) If a request to cancel time off is received and approved at least twelve (12) hours prior to the start of the overtime, the overtime will be canceled.
- (2) Notification received after the twelve (12) hour period will result in the individual scheduled for overtime working, and being paid for the minimum hours stated below. The individual requesting the cancellation must use the same minimum. Present minimum time off allowed are:
- Personal Leave - two (2) hours
Comp Leave - two (2) hours
Bonus Leave - four (4) hours
- J. Daily Manning:
1. If a firefighter is not immediately available for the filling of daily manning vacancies he/she shall be skipped over. The firefighter replacement shall be from a non-contiguous platoon.

2. Officers or firefighters on authorized leave, except vacation or Kelly Day, shall not be called when their platoon is working.
3. Overtime for manning shall be given to the non-contiguous platoon, (opposite platoon). This will be done for overtime known in advance. The duty battalion chief will fill vacancies for the opposite platoon from the men working in his/her shift, i.e.:

1st plt. vacancy will be filled from the 3rd plt.
2nd plt. vacancy will be filled from the 4th plt.
3rd plt. vacancy will be filled from the 1st plt.
4th plt. vacancy will be filled from the 2nd plt.

A block of vacancies will be given out at approximately 1700 hours. Any vacancies occurring after 1700 hours will be counted as separate openings.
4. If a vacancy occurs for the oncoming shift for which there was no advance notice, the vacancy will be filled by the shift going off duty, i.e. up to four (4) hours. Over four (4) hours will be given to the non-contiguous shift and to the returning personnel, if available.
5. Twelve consecutive hours shall be the maximum overtime unless authorized by the Chief or if overtime cannot be filled from their list because of unavailable personnel, the battalion chief will use other platoons as set forth in Paragraph J sub 3.
6. Safety Staffing - Beginning January 1, 2001, the Bureau of Fire will schedule 22 firefighters, and up to 2 additional safety staffing firefighters per day for a total of 24 firefighters per day for a maximum of 300 days. In no event shall the Bureau be obligated to schedule more than 600 individual safety staffing tours of duty per year, and it may schedule less than that number if such safety staffing tours of duty are not necessary to achieve a daily complement of 24. The parties intend that if the Bureau meets its maximum safety staffing obligation hereunder (600 individual tours of duty per year), nothing herein will require the Bureau to achieve a complement greater than 22 firefighters working per day. However, the City may, in its sole discretion and in accordance with this

agreement, utilize safety staffing for more than the maximum 600 tours of duty. Safety staff personnel will be paid in accordance with the safety staffing rates in Schedule "A". If the overtime compensation of UFA members exceeds \$265,000*, the Bureau will schedule 2~ firefighters and up to 3 additional safety staffing firefighters per day. For the purposes of this clause "overtime" means all overtime compensation paid or credited (regardless of form) to achieve a staffing level of 22. For example, overtime for recall, paramedic training, EMT training, supervisory training, personal leave payments, payments for prior years' compensatory time and Chiefs' overtime are excluded.

7. The \$265,000* overtime cap was calculated using staffing levels which existed on 8/17/00. If the City fails to fill a vacancy within thirty (30) days, the parties agree to hold a labor-management meeting as soon as reasonably practicable to adjust the \$265,000* overtime cap upwards fairly and proportionately- If the City increases the force strength, the parties agree to adjust the cap downward fairly and proportionately-

*Note: The parties will negotiate a new OT cap figure taking into consideration factors affecting the cap such as compensation increases and staffing levels.

8. The UFA and City agree that the straight time rate for safety staffing will be used exclusively for safety staffing and has no precedential value whatsoever for determining the appropriate pay rate for other types of work. Safety staffers will be chosen exclusively from UFA members.
9. The UFA and City agree to form a committee called the "Safety Staffing Policy Committee". It is the goal of this Committee to develop a set of written safety staffing policies which will be used by the Troy Fire Department to implement the safety staffing contemplated by this Agreement. The Committee will meet as often as necessary, but in any event, no less than once a month. The Committee will have as its goals:

a. To develop the policies which will assure that all members of the UFA have an equal opportunity to work on the safety staffing assignments. Safety staffing will only be assigned on a rotating basis. No member who is qualified to work as a Firefighter will be skipped for safety staffing-

b. To develop policies which provide reasonable prior notice to UFA members, as much as one month in advance if practical, of when his or her safety staffing assignment will occur unless unexpected vacancies occur.

c. To develop the policies which implement other portions of this agreement, (e.g. No trades; no use of personal leave; refusal of safety staffing assignment upon 24 hours' notice; filling of refused safety staffing assignments, etc.).

10. In the event that an officer is assigned to an engine company for safety staffing, he or she will ride the seat but the previously bid out of grade will be paid to the acting officer on that apparatus-
11. Except in the case of an emergency, safety staffing firefighters will be assigned as the third person on an engine company only.
12. Firefighters will be allowed to work a maximum of two(2) safety staffing days per month. It is the intent of both parties that this agreement will not create or increase overtime, and will comply with the FLSA.
13. A safety staffing tour of duty will be 24 hours in length, from 0900 to 0800. Firefighters may refuse a safety staffing assignment by providing a minimum of 24 hours' notice prior to the scheduled safety staffing assignment. Firefighters will not trade safety staffing assignments, or use personal leave or other leave time after accepting a safety staffing assignment unless an emergency arises and then, only with the permission of the chief officer.
14. Whenever an officer is recalled on overtime to meet minimum manning requirements, the second officer position on the same apparatus may not be filled with out-of-grade.

15. Leave Time - All compensatory and bonus time of will be calculated on the basis of twenty-six (26) men on duty. Personal leave can be taken as per Article XIII (C).

Regular Comp	Two (2) hour blocks
Holiday Comp	Two (2) hour blocks
Bonus Leave blocks	Four (4) hour
Personal Leave	As per contract

All requests for time off (except PL) must be received by 1800 of the duty day. Requests will be handled by seniority until 1800 hours, after which time will be given out on a first request basis.

Personnel will be prioritized in deployment according to the apparatus structure set up in the operating table of organization.

16. Manning re-opener may be requested by the Troy UFA at time of a public safety fee charge is paid by any university or college. The parties may put forth such proposal(s) as they deem appropriate. Said re-opener will not guarantee increased in manning levels but decreases in manning levels will not be discussed. Troy UFA will give 30 days notice of intent to negotiate.

K. RECALL: The employer recognizes its obligation to utilize fully the service of its own firefighters in situations which may also require outside assistance under the Mutual Aid Program. Recall of off-duty firefighters and officers shall be placed in operation before or simultaneously with issuing any Mutual Aid call. The following procedure shall be put into effect in the event that recall of Fire Officers and Firefighters becomes necessary.

1. In the event of a third alarm fire or depletion of all on-duty personnel, there shall be an automatic recall. Recall shall be by shift seniority on the non-contiguous shift. A minimum of six (6) firefighters will be recalled. All recalled members will be entitled to a minimum of four (4) hours' pay.

The Chief of Fire or the Assistant Chief in the absence of the Chief shall make the determination that public safety requires the recall of additional personnel. Upon any recall, the Deputy or Battalion Chief shall effect notification of the employees as needed. If a Firefighter is not immediately available, he/she shall be skipped over. If the recall is ordered less than four (4) hours before the end of the duty shift, the platoon to be the one that would normally have reported at the change of shifts, otherwise the platoon to be recalled shall be the non-contiguous platoon. A record shall be maintained of each Firefighter recalled, showing whether or not the employee reported for duty. A copy of such record shall be provided to the Association without delay.

2. Such Firefighters and Officers shall be selected in the manner provided in Section "1" by seniority.
3. An Officer or Firefighter scheduled for vacation, absent because of work-related disability, or who has reported sick, shall not be subject to recall.
4. In the event that the Chief of Fire or Assistant Chief in charge decides that the situation requires more men than available in the two (2) platoons, he/she may call additional employees of either of the remaining platoons as, in his/her opinion, the circumstances may require. All of the terms and conditions set forth herein shall be applicable to the recalled employees in that platoon.
5. In the event that the Troy Fire Department personnel are dispatched outside of City limits the Chief or the Assistant Chief (or the Battalion Chief in their absence) shall recall an equal number of firefighters as are committed to the scene of mutual aid.

**ARTICLE X PERMANENT, PROBATIONARY AND PROVISIONAL
FIREFIGHTERS**

Subject to the provisions of the Civil Service Law and the applicable rules of the Civil Service Commission, employees of the Bureau of Fire are hereby classified as follows:

- A. Permanent Employees: A permanent employee is one who has completed the probationary period after appointment from a Civil Service list.
- B. Probationary Employees: A newly appointed employee shall be deemed on probation for the minimum period required by the Rules and Regulations of the Civil Service Commission. The City may extend the probation period beyond the minimum and up to the maximum period provided by law upon giving notice to the employee as to the reason why the appointment has not been made permanent. The employee shall, during probation, be entitled to all the benefits available under this Agreement. The same provisions shall apply to an employee who has received a promotional appointment and is required to serve a probationary term by law or by the rules of the Civil Service Commission.
- C. Provisional Employees: A provisional employee is one who is holding a position without appointment from a Civil Service List. The term of appointment of a provisional employee shall be in accord with the Civil Service Law and the position shall be filled as soon as it is possible to do so by permanent appointment.

ARTICLE XI SENIORITY

- A. Seniority shall be determined as of the date of the employee's appointment from a Civil Service List as a firefighter in the City of Troy. If two (2) or more employees are appointed on the same day, the person standing highest on the Civil Service eligibility list shall be considered the senior appointee. Officer seniority shall be determined as of the date of Civil Service promotion, but if two (2) or more officers of equal rank are promoted on the same day the firefighter holding the higher mark shall be the senior appointee. If two (2) or more officers are promoted on the same day to the same rank and have

equal grades on the Civil Service examination, the officer with the greater length of service shall be senior. If a tie exists after applying the above standards to any employee, whether officer or firefighter, a flip of a coin will determine seniority.

Included, for purposes of seniority, shall be time spent in the armed forces on military leave from the Bureau, time lost because of duty-connected disability, sick leave, or authorized leave of absence not to exceed one (1) year. Leave of absence to engage in other employment or field of endeavor shall not be included.

- B. An up-to-date seniority list showing the names, length of service dates, Civil Service examination grades, where necessary, and rank shall be furnished to the Association every six (6) months. A copy of the list shall be maintained for inspection by employees.
- C. Employees shall lose their seniority for the following reasons:
 - 1. Resignation.
 - 2. Dismissal without reinstatement.
 - 3. Retirement.
 - 4. Unexcused failure to return to work when recalled from layoff.
 - 5. Unexcused failure to return to work after expiration of formal leave of absence.
- D. Seniority shall be a major factor in filling job openings, unless the senior employee is not qualified to perform the duties required. It is recognized, however, that the public safety must not be jeopardized through artificial constraints resulting from the application of strict seniority.
- E. In determining preference for the purpose of selection of assignments, seniority within rank shall control except as provided by Article XXI, paragraph "B".
- F. Seniority within the Bureau shall govern layoffs and recalls. The employee lowest on the Seniority list shall be the first laid off and the last to be recalled.

ARTICLE XII HOLIDAYS

All employees whose tour of duty does not require them to work shall be released from duty without loss of pay on the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

- B. Furthermore, each employee shall be paid twelve (12) additional days pay whether he/she is required to work on any of the above-mentioned holidays. Such additional holiday pay shall be accumulated from December 25 of each year and paid in a lump sum on the first pay day of December of the following year.
- C. An employee on unpaid leave of absence or layoff shall not receive holiday pay during such leave.
- D. Holiday pay will not be paid to an employee scheduled to work on a holiday who fails to report for such work, unless he/she provides a good satisfactory reason for the absence.
- E. Whenever civilian city employees are excused from work because of a special event not included in the regular leave calendar (such as Good Friday, death of an important public figure or any other occasion declared a holiday by the City, State or other Federal authorities), equal times off shall be allowed to employees of the Bureau, either on the same day, or if required to work that day, on another day. This provision shall not apply to the practice of allowing clerical employees to leave work at 4:00 p.m. during July and August.
- F. When an employee's tour of duty falls on a holiday as defined in paragraph "A" above, and said employee works such tour, he/she shall be granted six (6) hours compensatory time in addition to any other compensation as specified in paragraph "B" above. Only the tour starting at 8:00 A.M. on the holiday will be entitled to the compensatory time. Such compensatory

time, to the extent allowed by State and Federal Law, not used within one year shall be banked until retirement to be paid at the rate in effect at the time of payment. For the purpose of this section, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Labor Day and Columbus Day, will be that day in which the rest of the City employees have off. New Year's Day, Easter Sunday, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be the Traditional Day.

ARTICLE XIII LEAVES OF ABSENCE

A. Sick Leave

1. All employees shall be allowed time off for illness without limitation. Any employee absent because of illness shall notify the Desk Officer of the Communications Center of such absence and the reason therefore at the beginning of his/her scheduled tour of duty on the first day of such absence, unless his/her physical condition prevents him from giving such notice, in which event, notice shall be given as soon as possible.
2. Whenever an employee is reported sick or disabled, it shall be the duty of the Fire Surgeon to inquire into the employee's condition as soon as possible and, if in his/her judgment, such employee may be unable to perform his/her duties or may require the attention of a physician, said surgeon shall issue a certificate relieving the employee from duty.
3. If an employee becomes disabled because of injuries received in the course of his/her employment with an employer other than the City of Troy and, when injured, such employee is not engaged in the activities related to his/her duties as an employee of the City of Troy and the employee is receiving Workers' Compensation benefits from such Employer or his/her insurance carrier, the employee shall be continued on sick leave for such period of disability up to the maximum provided in Section 73 of the Civil Service Law.
4. If the Surgeon determines that an employee is not physically fit for duty as a firefighter, his/her sick

leave will be continued until such time as the Surgeon certifies him fit for full active duty.

5. If an employee does not take any sick leave during any consecutive six (6) month period, he/she shall accrue twelve (12) hours of "bonus time" which he/she may elect to take during the next twelve (12) months or to bank until retirement at which time he/she shall be paid for such earned at the rate in effect at the time of payment, or use them to accelerate retirement.

B. Vacation Leave.

1. Vacation leave is authorized absence from duty with pay. No seasonal, temporary or part-time employee is eligible for vacation leave. Provisional employees as defined in Article X above, are entitled to vacation leave.
2. Vacation leave shall be earned in accordance with the following schedules:

<u>TIME EMPLOYED</u>	<u>VACATION LEAVE EARNED</u>
6-12 months	0 calendar days
13-60 months	14 calendar days
61-120 months	21 calendar days
121-180 months	28 calendar days
181-240 months	35 calendar days
241-300 months	42 calendar days

Employees hired before 1/1/2001 will receive a maximum of forty-two (42) calendar days of vacation, except that Tier 1 employees hired before 1/1/2001 will receive forty-nine (49) calendar days of vacation at 301 months of service.

Firefighters hired after 1/1/2001 will have the following vacation schedule:

13 - 60 months	14 calendar days
61 - 120 months	21 calendar days
121 - 240 months	28 calendar days
241 + months	35 calendar days

3. Employees shall receive credit for a month worked for every month in which they receive wages for a minimum of fifteen (15) calendar days. Time lost by an

employee by reason of absence without pay shall not be considered in computing earned credits for vacation leave. Credits for months earned shall be computed from the date of appointment as an employee of the City of Troy.

4. "Kelly Days" (compensatory time off to average the work week) shall be earned by each employee on the basis of one (1) Kelly Day for each thirteen (13) weeks of the year in which the employee works for seven (7) or more weeks. Kelly Days which occur during a vacation period shall be added thereto. Vacation days shall be counted as time worked for purposes of calculating Kelly Days. All Kelly Days will be selected by shift seniority.
5. Effective July 1, 1998, employees may accumulate vacation leave credits for future use to a maximum of forty-two (42) calendar days. However, Employees hired before October 18, 2001, may bank 49 calendar days once they have 301 months or more of service.
6. Vacation leave schedules shall be designated by the City so as to permit the continued operation of all City functions without interference. Available vacation leave period schedules shall be posted prior to January 1 of each year. All vacation periods shall be for a minimum of seven (7) calendar days. Vacation leave for periods of less than seven (7) calendar days will be allowed only when good cause exists. Fourteen (14) calendar days is the maximum that may be selected on the initial vacation pick. A maximum of fourteen (14) additional days may be selected on the subsequent vacation picks. After selections are approved, they shall be final, except for emergencies or, if permitted, by the schedules.

(a) Vacation period shall commence on a Saturday and end on a Friday.

(b) Assignment of vacations (one employee per vacation group per vacation period) shall be based on Bureau seniority on each platoon within each group. For the purpose of picking vacations, there shall be four (4) vacation groups per platoon with a practically equal number of employee positions per group.

(c) During a vacation period, not more than four (4) members from a platoon shall be on vacation. In the event of a transfer between platoons, the incoming transferee may bring his/her vacation selection with him even if this results in exceeding the four man limit; but a member of the platoon may not bid such date if there is conflict with the pick brought in by the transferee, it being the intent of this section to generally limit the number of members on vacation to four (4) persons.

(d) Vacations may be canceled or added with the approval of the Chief of Bureau, up to 1600 hours, the platoon work day prior to the start of the platoon vacation period. Such approval shall not be unreasonably withheld.

7. No employee shall utilize vacation leave credits prior to the completion of one hundred twenty (120) calendar days of employment.
8. Employees shall be entitled to compensation for unused vacation leave in any of the following circumstances:
 - (a) upon the employee giving at least five (5) working days for twenty (20) calendar days written notice regarding termination of his/her employment with the City;
 - (b) upon the employee being placed on indefinite layoff or separated from the City for reasons other than disciplinary action;
 - (c) upon the employee entering military service;
 - (d) any employee entitled to vacation leave time who may die prior to his/her receipt of said benefit shall have an amount equivalent to his/her pay for such unused vacation leave time paid to his/her next-of-kin or estate;
 - (e) any employee may, with written approval of the Mayor, continue to work in lieu of taking a vacation, in which event he/she shall be paid for his/her vacation time as well for working time;

(f) any employee 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 time as he/she is physically capable of so doing. If such vacation cannot be rescheduled within the same calendar year and exceeds in whole or part the maximum accumulation allowed under this Article, such excess over the maximum accumulation shall be credited as compensatory time which, if not taken by December 31 of any year, will be paid for on the following February 1.

9. A leave of absence without pay, or a resignation followed by reinstatement or re-employment in City service within one (1) year following such resignation, shall not constitute an interruption of continuous service for the purpose of this section; however, that leave without pay or the period between resignations and reinstatements or re-employment during which the employee is not in City service shall not be counted in determining eligibility for additional vacation leave credits under this section.
 10. Employees may utilize earned vacation leave credits in case of illness or death of family members other than those defined under the personal leave provisions of this contract as "immediate family". Advance notice of not less than twenty-four (24) hours shall be required, if possible.
- C. Personal Leave.
1. Employees shall be entitled to an annual maximum of forty-eight (48) hours of personal leave. Said leave may be taken upon the giving of reasonable prior notice to the Duty Battalion Chief. The taking of any part of the forty-eight (48) hours must be in two (2) hour blocks. Such blocks may be combined, but must be taken consecutively and without interruption to a maximum of twenty-four (24) hours.
 2. (a) The Chief Executive Officer shall allow personal leaves of twelve (12) hours duration on December 24, 25, 31 and January 1 except that no employee may take more than one (1) such leave on these four (4) dates.

Requests for personal leaves for these dates must be submitted to the Chief not later than 12:00 noon on December 10. Leave shall be granted on the basis of overall service time with the Bureau regardless of rank. No personal leave shall be granted on these dates that, at the time of the Chief Executive Officer's approval, necessitate either the recall of personnel or the removal of a piece of apparatus from duty. Except for vacations, personal leave shall take priority over all other leaves.

(b) All holiday leaves will be given in four hour blocks starting at 0800 hours. Leaves of less than four hours will begin on an even hour within the four hour block.

(c) Notwithstanding anything to the contrary elsewhere in this agreement, personal leave may be granted for emergency situation, regardless of manning levels.

3. Employees shall be granted up to five (5) consecutive calendar days with pay due to death in one's immediate family, the last day of which shall be the day following the funeral except, however, as may otherwise be authorized by the Chief. The term "immediate family" shall mean natural or foster stepparents, or grandparents, children, brothers, sisters, spouse, father-in-law, mother-in-law or any relative residing in the household of the employee.
4. An employee shall be allowed all necessary release time with pay to take Civil Service examinations for positions within the Department of Public Safety. Such employee will not be required to work as of and after midnight of the night preceding the examination.
5. Employees who are within eighteen (18) months of their retirement date (20 years) shall be entitled to one eight (8) hour day leave with pay to be used anytime within that eighteen (18) month period for the purpose of seeking retirement/career and/or related financial counseling and/or planning.

The City shall facilitate the same by making available at the employee's option free consultation with appropriate City personnel to assist in such

counseling and/or planning and to provide such information as the City may have with respect to the employee's rights and benefits upon retirement from the Bureau.

An employee who chooses to remain with the Bureau for three and one half (3 1/2) years after his/her retirement date is thereafter entitled to another one eight (8) hour day leave with pay, to be used anytime for the purposes set forth above.

6. Members shall be paid for unused personal leave as of the last day of the year, to a maximum of twelve (12) hours of unused personal leave, not later than February 1 of the following year.

D. Military Leave.

1. The City will abide by the re-employment rights as provided in the Selective Service Act and in the New York State Military Law, as they are in effect or may be amended. Employees who are members of the National Guard or of a Military Reserve organization, will be granted a leave of absence without pay if called to active duty.
2. As more fully set forth in Section 242 of the Military Law, firefighters who are members of the National Guard or any Military Reserve organization and who are required to attend training sessions or other military duty shall be granted leave of absence with full pay for a period not to exceed thirty (30) days and such leave will not be charged to vacation or any other leave provisions of this Agreement.

E. Leave of Absence Without Pay.

1. The Chief of the Bureau of Fire may grant leaves of absence without pay to employees for periods up to ten (10) consecutive working days, not to exceed fifteen (15) working days per calendar year. Leaves in excess of ten (10) working days must be approved by the Mayor. No leave shall exceed one (1) year.
2. Refusal of a leave of absence without pay by the Chief shall be appealable directly to the Mayor but shall not be a subject for the grievance procedure.

3. Employees shall request such leaves of absence in writing in advance of the date so desired; however, the Mayor or the Chief may make exceptions in emergency situations.
4. For leaves exceeding thirty (30) days, the employee may continue such benefits as hospitalization, life insurance, etc., at his/her own expense.
5. If two (2) or more employees request leave for the same period and the City cannot spare more than one, the senior employee shall be given preference, unless the other employee needs the time for cogent, emergency reasons.

F. Leave of Absence for Association Representatives.

Association officers, representatives and delegates will be allowed all necessary release time with pay to participate in negotiations with the employer, adjustment of grievances, arbitration hearings and other functions relative to the operation of this Agreement. They also will be given leave with pay to attend association and executive board meetings and to participate in and attend conferences and conventions of affiliated associations and organizations. Three (3) members shall be given time to attend such conventions.

G. Trade Work Policy.

1. A "Leave/Leave Change Request" form shall be completed by the person requesting the trade off. The form shall have the requesting member's name, his/her signature and the date the request was made. The date of the trade and the time shall be indicated. The box marked "other" shall be checked off and the name of the person who will "trade work" will be indicated.
2. The on-duty battalion chief must approve or disapprove the leave slip request.
3. Approved forms shall be kept with the daily platoon sheet for that date and sent to the chief's office with the daily sheet.

4. Trades are authorized with the understanding that a man shall be working for another individual and therefore the taking of time off by the person trade working shall not be allowed.
5. The individual trade working must be qualified for the position.
6. When a formal training class is scheduled, the trading of time shall not be allowed during the class period without approval from the Chief's office.
7. Should the individual trade working not report for work or leave sick or injured, the individual trading-off is responsible to see that his/her position is filled. Leave time of the City's choice shall be deducted from the trade-off person until the opening is filled.
8. Multiple trades during a tour for one individual shall be allowed with permission of on-duty Battalion Chief.
9. Personnel allowed to trade, cannot work longer than thirty-six (36) hours in a forty-eight (48) hour period. This includes their own platoon assignment.

ARTICLE XIV HEALTH INSURANCE

- A. 1. The City shall continue in effect the City's Self-insured Health Plan with benefit levels identical to those provided the employees and dependents hereunder by the City on June 29, 1982 and as thereafter added, and as further improved in 1994 by adoption of the Blue Shield Point of Service Plan.
2. All members of the UFA will join the current city-wide Blue Shield health insurance program. Except as modified by paragraph A(3) below, the City agrees to provide coverage which is equal to or better than the firefighters' existing coverage. The health insurance program, which is the UFA's existing coverage, will be Appendix "1" to the collective bargaining agreement and will be incorporated by reference in the agreement.
3. Effective September 1, 2007, the Traditional Blue PPO 898 will be modified as per the three (3) page document, attached as Appendix "2", except as follows:

Increase the co-pay for "specialty" visits to \$10. These include: Physical Therapy, Occupational Therapy, and Speech Therapy for a total of 180 visits. Home Health Care visits will have a \$10 co-pay for 200 visits. Diabetic supplies will have a \$5 co-pay. It is also agreed that Outpatient mental health visits will be reduced from 30 to 20 total annually. It is also agreed that inpatient substance abuse will be reduced from 7 days detox and 30 days rehabilitation to 7 days detox only - annually. (There will be no other reduction of benefits under the existing health plan.)

4. The cost of individual and dependent coverage under the above plan for permanent full-time employees will be provided by the City.
5. Additionally, the City shall institute, provide and maintain a family G.H.I. dental plan of the spectrum 160 level of benefits including full reimbursement for basic prosthetics and orthodontic expenses or other carrier plan or equivalent for members of the Association and their dependents to which the City shall contribute one hundred percent (100%) to the annual premium for coverage of the members and fifty (50%) to the annual premium for coverage of their dependents, except that beginning January 1, 1989, the City shall pay one hundred percent (100%) of the annual premium for coverage of members and their dependents. There will be a \$2,000 annual cap per person on all dental work inclusive of orthodontic work.
- B. In addition to the benefits provided above, in accordance with Section 207-a of the General Municipal Law, an employee injured in the course of duty who requires hospitalization will be provided with care at the expense of the City.
- C. In the event that at any time during the term hereof, the City shall unilaterally or otherwise increase, improve or otherwise enrich the benefits of any medical or dental insurance or similar programs for any employees or groups of employees outside the fire bargaining unit, then and in any such event, the Association shall be immediately entitled to notice thereof from the City and upon demand shall be

entitled to enter into new negotiations with the City relative to the medical, dental or other similar insurance programs.

- D. The City shall make available to employees retiring as of and after January 1, 1982, individual and dependent health insurance coverage equal to that provided active employees and shall contribute to the premium cost of such coverage the cost thereof to the City as of July 1, 1981.
- E. The City shall make available to employees retiring as of and after January 1, 1988, individual and dependent health care coverage inclusive of dental coverage equal to that provided active employees and shall contribute to the premium cost of such coverage the cost thereof to the City at the rate of one hundred percent (100%) for health and medical insurance and fifty percent (50%) for dental insurance-
- F. Employees hired by the City on and after July 1, 1996, shall together with their dependents, have the same benefits under this article as present employees except that they shall contribute fifteen percent (15%) of the premium costs for individual and for dependent coverage throughout their employment with the City and throughout their retirement.
- G. The City guarantees that the benefits, costs and availability to UFA members under the current prescription drug plan will be equal to or better than the plan in existence on July 19, 2007 except as modified as follows:

Prescription co-pays will be increased to \$5 for generic drugs, \$15 for preferred brand name drugs and \$35 for non-preferred brand name drugs. Express Scripts will be offered at 90 day supply for the co-pay price of 60 day supply. The City will offer the Can RX Prescription Plan until each member is offered the opportunity to use this Plan, Express Scripts will be offered to the member, free-of-charge. Should the Can RX Prescription Plan become unavailable, the parties will negotiate the impact of the same. (The change will not be effective until the contract is fully executed.

- H. The City shall make available for each member a Health Savings Account/Child Care Account so the member may use pre-tax dollars to pay qualifying expenses.
- I. Members shall have sixty (60) days from signing of new collective bargaining agreement to retire under existing health, prescription, and dental coverage.

ARTICLE XV RETIREMENT PLAN

- A. The City shall be a participant in the New York State Policemen and Firemen's Retirement System and shall subscribe to the following plans.
 - 1. Non-contributory "25-Year Plan" (Section 384 and Section 375-c, e, g, h and i of the Retirement and Social Security Law).
 - 2. The City shall provide to all employees, without cost to such employees as elect to subscribe thereto, either the twenty (20) year retirement plan provided for in Section 384-d of the Retirement and Social Security Law or the twenty-five (25) year Retirement plan provided in Section 384 (f), (g), or (h) of the Retirement and Social Security Law.
 - 3. The City shall provide to all Tier 1 employees without cost to such employees, the one (1) year final average provision set forth in Section 302 (9) (d) of the Retirement and Social Security Law.
 - 4. "In addition, effective January 1, 2002, the City will provide to all Tier 2 employees without cost to any Tier 2 employee the one (1) year final average salary benefit as provided in Retirement and Social Security Law Section 443(f). The quid pro quo for this benefit is the UFA's agreement to accept a zero percent (0%) salary increase in the year 2002."
 - 5. The City shall provide to all employees, without cost to such employees as elect to subscribe thereto, the benefits provided for in Section 384-e of the New York Retirement and Social Security Law.
- B. The following "fringe" retirement benefits shall be subscribed to:

1. Additional retirement benefits provided for in Section 341 (k) of the Retirement and Social Security Law (military service credit and World War II credit) in accordance with terms set forth in said statute.
2. As available, reopening of the privilege of having service credited for a past period of military leave without pay.
The right to purchase credit for service while a member of any other New York State or subdivision of the State's retirement system.
3. Eligible employees of the bargaining unit shall have the right to subscribe to the plans specified in Sections "A" and "B". The City shall bear the entire cost of the contribution prescribed for the employee by the State of New York.

ARTICLE XVI WAGES AND OUT-OF-GRADE WORK

1. Wages:
•The wage, salary scale and matters of economic consideration shall be as set forth in Schedule "A" attached hereto and made a part hereof by this reference.
2. Out-of-Grade:
An employee who is temporarily assigned to perform duties of a higher grade or rank shall be paid at the rate of the higher rank for every hour so employed.
3. The requirements for out-of-grade work (Firefighters only) shall be phased in over the terms of the contract to more closely mimic those requirements currently in place for sitting for promotional exams, e.g.:
 - 2007 - 3 years as Firefighter for out of grade as Lieutenant.
5 years as Firefighter for out of grade as Captain
 - 2008 - 3.5 years as Firefighters for out of grade as Lieutenant
6 years as Firefighter for out of grade as Captain

2009 - 4 years as Firefighter for out of grade as
Lieutenant
7 years as Firefighter for out of grade as
Captain

4. Lieutenants:
Unless requested by the Lieutenant, there will be no out-of-grade movement except within house.

Lieutenants that bid the covering officer position shall cover all open Lieutenants' and Captains' positions. (In other words that Lieutenant will move to officer openings). This position may be used as a drill instructor.

ARTICLE XVII UNIFORM ALLOWANCE AND UNIFORMS

- A. Employees shall receive an annual allowance of \$402 for the purchase and replacement of official uniform items. This allowance shall be earned at the rate of Thirty-three and 50/100 Dollars (\$33.50) per month for each month in which the employee worked or received regular compensation for fifteen (15) days. Effective January 1, 2008, the uniform allowance will be increased to \$805 annually. The vouchers and pay will be accomplished on or before February 1 of each year.
- B. Such allowance shall be paid in cash or as a voucher to the employee in one annual lump sum on or before February 1 of each year.
- C. Payment of this allowance shall be in addition to and separate from the cost of protective equipment and apparel as mandated by Federal OSHA Standard (29 C.F.R. Section 1910.156(e)(1)(i)) and the New York State Public Employee Occupational Safety and Health Regulations (2 N.Y.C.R.R. Part 800), it being the intent of the parties that such be supplied at the City's expense without charge-back or deduction from the allowance.
- D. All new or replacement equipment or wearing apparel hereafter acquired by the City shall meet all Federal and State OSHA Standards and be fire-resistant and of non-melting material. This requirement shall not be satisfied by the uniform allowance herein above provided.

- E. A newly appointed firefighter shall receive, at the City's expense, the following at the time of appointment: one (1) summer and one (1) winter work jacket, one (1) pair of shoes, four (4) work uniforms, two (2) pair of work gloves, one (1) pair of suspenders, one (1) sweater, one (~) Nomex hood, one (1) pair of turn-out pants, one (1) blue cap, one (1) belt. Provisional employees shall receive the dress uniform at the conclusion of the probationary period.
- F. Newly promoted, transferred or reassigned employees shall be supplied by the City, at the City's expense, all additional uniforms, clothing and equipment required in connection with the new position.
- G. In the event that the City hereafter changes the Uniform worn by firefighters, the City will supply such new uniform at its expense and without charge-back or deduction to or from the employee's uniform allowance.
- 11. Employees shall maintain their uniform in a neat and clean manner at all times. Directives by superior officers to repair, replace or clean uniform items shall be obeyed immediately.

ARTICLE XVIII SPECIAL CONFERENCES

The City and the Association agree to meet and to confer on matters of mutual interest upon the written request of either party. The request shall state the nature of the matters to be discussed and reason(s) for requesting the conference. Discussion shall be limited to matters set forth in the request, but it is understood that these special conferences shall be held at a time and place which is mutually agreeable. Each party shall be represented by not more than five (5) persons at special conferences.

ARTICLE XIX NEWLY CREATED AND VACANT POSITIONS

Newly created and/or vacant promotional positions shall be filled from Civil Service lists within thirty (30) days; provided, however, that if any list would expire prior to that time, the position will be filled before the expiration of the list in existence at the time the vacancy occurs or the new position is created. If it is necessary

that a position be filled temporarily until a list is propounded, the Bureau shall post the position and candidates who would be eligible to take the Civil Service examination may apply for the temporary job. The provisions of Article XXI (Vacancies and Transfers) shall apply. The person filling the Position temporarily shall be compensated at the rate that the permanent position will pay.

If a firefighter paramedic is not certified by the next scheduled re-test immediately following his/her failure, his/her position shall be deemed vacant and such paramedic shall then bid another position in accordance with Article XXI, excepting, however, that the position shall be vacated if no other firefighter paramedic is available to bid or no employee with greater seniority elects to take such position.

**ARTICLE XX PROFESSIONAL TRAINING AND IMPROVEMENT
COURSES**

A. The City and the Association agree that as many employees as possible participate in professional, educational and training courses whenever available. To facilitate the availability of such courses, the following criteria are hereby adopted.

1. The City shall post on bulletin boards located at all fire houses, 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 the employee.

All eligible employees shall have an opportunity to bid for the prerequisite and optional courses. In the event that there are more bids than openings available, the senior personnel will be given the preference subject to any special requirements by the institution giving the course.

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 course or participate in such training program shall be able to do so during his/her regular scheduled tour of duty.

3. Optional Courses: Any employee attending an optional education course related to the furtherance of his/her proficiency as a firefighter, with approval of the City given in advance, shall, if necessary, be given release time with pay, and shall upon successful completion be reimbursed by the City for the cost of the tuition and other expenses advanced by him in the taking of such course.
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 eligible and interested personnel to register in sufficient time to become a candidate for the position. Candidates in number up to three times the number of positions available selected on a seniority basis from the candidates for such positions shall, if necessary, be reassigned for the duration of such course so that they may participate in such course during duty time.
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 eligible to attend such a course, 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.
6. Compensated Attendance: Any time outside of regular employment hours at required courses or training sessions necessary for New York State Emergency Medical Technician or Paramedic certification shall be considered work hours and shall be paid for at time and one-half.
7. School: Personnel who are attending school while on duty shall not be covered by overtime.

(Exception): If the unit they are assigned to cannot be covered by qualified on-duty personnel (example: Paramedic Unit).

ARTICLE XXI VACANCIES AND TRANSFERS

In selecting personnel hereunder, the following criteria shall be applied:

- A. Vacancies shall be posted and employees desiring to be transferred to such assignments shall submit their written request to the Chief of Fire. The Bureau 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. Therefore, whenever a position is available for which special qualifications or skills are required, the Bureau immediately shall arrange for training programs and those interested in filling the position shall be required to satisfactorily complete the course or program. The filling of the position on a permanent basis shall be deferred until the prerequisite training program has been completed and the selection made in accordance with the Article. Any firefighter bypassed in selection for such assignment shall be advised in writing of the reason therefore and may, if he/she believes the employer is in error, file a grievance.

 - B. Day-to-Day Assignment:

Openings shall be bid by seniority; however, an employee may not use his/her seniority for lateral or downgrade assignment if such move to a lateral assignment would cause additional movement of personnel. Only the covering Lieutenant and/or the officer on the Apparatus cross-trained lateral to the Squad may bid laterally or be assigned laterally.

The Bureau may detail a junior, qualified employee from one duty post to another temporarily vacant position within the same firehouse and/or between firehouses whenever the failure to do so would require the removal of a Company from service.
2. Captain Vacancies:
- Step 1 Seniority among Lieutenants on the platoon shall govern.

Step 2 Seniority among Firefighters on the platoon who meet the requirements of Article XVI, Section 3 shall govern when Lieutenants are not available.

3. Lieutenant Vacancies:

Step 1 Seniority among Firefighters on the platoon shall govern so long as they meet the requirements of Article XVI, Section 3.

If no employees bid for such vacancies, the most qualified junior employee of the appropriate rank as outlined above shall be assigned.

C. In the event the City finds it necessary to upgrade an employee to fill a temporary vacancy in the rank of Battalion Chief, such assignment shall be made on the basis of seniority from among those available Captains working on the same platoons.

D. Rescue Squad:

1. Vacancies that are filled on the Rescue Squad will be filled by qualified personnel based on "on duty" platoon seniority. However, an employee may not use his/her seniority for lateral or downgrade assignment if such move to a lateral or downgrade assignment would cause additional movement of personnel.

2. When the officer on the Squad is off or detailed, the senior Squad qualified Lieutenant on the platoon may bid the vacancy, and if no Lieutenant is available, the senior Squad qualified firefighter on the platoon may bid the vacancy. Only Squad qualified personnel shall fill in on the Squad. However, an employee may not use his/her seniority for lateral or downgrade assignment if such move to lateral or downgrade assignment would cause additional movement of personnel.

ARTICLE XXII WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and

opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this agreement. Therefore, the City and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this agreement.

ARTICLE XXIII MISCELLANEOUS PROVISIONS

1. Since employees are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by an employee on his/her time off, which would have been taken by an employee on active duty if present, or available, shall be considered official action and the employee shall have all of the rights and benefits concerning such action as if he/she were on active duty.
2. In the event that an employee is faced with a civil claim or sued, arising out of an incident or incidents related to his/her service with the bureau, the City shall provide legal counsel for his/her protection, at no cost, and hold him harmless from any and all financial loss, including punitive damages.
3. The Bureau will furnish for the use of the Association space for bulletin boards in various parts of the headquarters buildings and in the other locations where Bureau personnel may be stationed. The Bureau will also provide the Association with mutually agreed upon office space. The Bureau will place available meeting rooms at the disposal of the Association.
4. Employees who are required to use their personal automobile for official purposes shall be compensated by the City at the standard mileage rate determined by the Internal Revenue Service for the applicable year, and appropriate highway toll charge(s).

5. The City will within thirty (30) days of employment or execution of this Agreement provide each employee a handbook containing the Rules and Regulations of the Bureau and a copy of this Agreement.
6. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit, without discrimination, interference or coercion.
7. Negotiation of a subsequent agreement shall commence not later than one hundred twenty (120) days before the budget submission date immediately preceding the expiration date hereof.
8. 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.
9. Firefighters required to appear in Court, as that term is defined in Article II (L), when not on a scheduled tour of duty shall be paid not less than a minimum of three (3) hours of Court time.
10. If any 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 any 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.
11. (a) The Safety Committee of the Association shall be free to inspect any equipment used in the work of the Bureau and to advise the Chief, in writing, of any faulty equipment found. The Chief, or his/her designee, will, as soon as

possible, not to exceed twenty-four (24) hours, inspect the subject equipment and determine whether it shall remain in service. Any employee who believes that a piece of equipment is unsafe and dangerous to life and limb, may request the Safety Committee to examine the same. In the event of dispute between the Safety Committee and the Chief or the Chief's designee as to whether the continuance in service of the subject equipment constitutes a danger to life and limb of an employee, the subject equipment shall be immediately recalled from service until a judgment is rendered by an Appellate Committee consisting of the Mayor, the President of the Association and the Chairman of the Safety Committee. Such Committee shall convene and render its decision within twenty-four (24) hours of the recall of the subject equipment. In the event the Association is dissatisfied with the decision of the Appellate Committee, the parties shall immediately and directly go to Final Stage of Grievance as provided in Article VIII.

(b) A separate Joint Safety Committee, consisting of two (2) representatives designated by the Association and two (2) representatives designated by the City, shall meet and discuss all matters of safety affecting the members of the Bureau, including, but not limited to the total number of employees reporting to a fire and/or to a medical emergency, together with the minimum number of employees to be assigned to each piece of fire fighting apparatus or medic rig. The only safety matter expressly excepted from the authority of this Joint Committee shall be that in Paragraph 11 (a) herein above.

12. (a) This agreement shall become effective as of January 1, 2007 and shall terminate on December 31, 2010. This Agreement shall supersede all Rules, Regulations, Ordinances, Charter provisions and directives inconsistent with the terms hereof. If the parties hereto have failed to agree upon a new contract on or before December 31, 2010, all of the terms and conditions set forth in this Agreement and any supplement and modification thereof, shall

of execution of the new Agreement.

(b) In the event that any other labor unit in the City of Troy is awarded by arbitration a greater salary percentage increase than contained in this agreement, the parties agree to reopen negotiations limited to salary increase. Thirty (30) days' notice is to be given the U.F.A. for the re-opener.

13. The City will provide a minimum of ten (10) parking spaces for each firehouse at no cost to the Firefighters. Such parking area shall not be located more than two hundred fifty (250) feet from the firefighter's respective firehouse.
14. The daily work schedule shall provide for one (1) twenty-four (24) hour work day on duty followed by three (3) consecutive days off duty.
15. Verbal orders concerning policy matters and involving all Bureau personnel and issued by the Chief shall be confirmed in writing within three (3) working days thereof and posted in each house.
16. Deferred Compensation Plan. The City shall offer to the employees such deferred compensation plan as may be established by the City and amended from time to time. The participation in said plan by any employee shall be at his/her option and shall be in accordance with the rules and regulations set forth in said plan as well as any applicable state and/or federal laws.
17. There shall exist a labor-management committee consisting of the Association President and two (2) members designated by the Association President representing the Association, the Chief and two (2) members designated by the Chief representing the City to meet quarterly and additionally as the members may mutually agree to consider matters of mutual concern and make non-binding recommendations including the method of uniform acquisition, excluding, however, the City's contribution to the uniform allowance.

18. (a) "Employees may elect to work Kelly days to a maximum of eight (8) such days during their tenure with the department. However, the Chief shall permit each employee to work up to four (4) additional Kelly days, if the employee, by working such additional Kelly day, will fill a vacancy that otherwise would be filled with overtime."
- (b) Any employee required to pay 15% of health insurance premium shall receive an additional Kelly Day annually. The employee may work, at the ~ overtime rate, the additional Kelly Day or receive time off, at his/her discretion. The UFA member may work any regularly scheduled day as his/her fifth Kelly day for pay. The member must inform the Battalion Chief of ehis/her intent on the previous work day. If the member wishes to have time off in lieu of pay, he must place his/her request 30 days prior to requested time off. The time off will be scheduled at the discretion of the Fire Chief, so as not to adversely affect the staffing or budget of the department.
19. Each Firefighter and Officer must keep his/her superior officer advised of his/her current telephone number and address.
20. Captain Prevention/EMS: The Captain position in prevention may also cover some of the duties of the EMS coordinator.
21. The 207(A) procedure agreement extant between the parties, executed on September 16, 1993, and as amended herewith, is made a part of this contract and shall be known as Schedule "B". Further, the light duty therein described shall extend to and include personnel who are placed on non duty connected sick leave on and after July 1, 1996. All light duty personnel are subject to eight (8) or twenty-four (24) tour, or such portion thereof as may be medically permitted.
22. In consideration of concessions made by the Troy Uniformed Firefighters Association to the City of

Troy on May 24/June 6, 1996, the City agreed that it would not, directly or indirectly, seek further concessions, allowances, accommodations or "Give-Backs" from the Association during the term of the contract 1996-1999.

23. The City will adopt a workers' compensation policy to cover all employees in the bargaining units as soon as reasonably practicable but not later than 1/1/2002.

ARTICLE XXIV PARAMEDICS

1. It shall be the policy of the City of Troy to be the primary provider of advanced life support care within the city, exclusively through its Bureau of Fire, and to maintain ALS apparatus inclusive of ambulance(s) in service at all times. There shall be a minimum of three (3) paramedics on duty at all times.

Recognizing its present operation of an ambulance component as part of its delivery of advance life support services, the city expresses and re-iterates its intent to continue operation of fire ambulance(s) in addition to the operation of other ALS apparatus.

2. Movement or transfer of paramedics will be allowed on or between ALS apparatus at any time for training purposes. All paramedics shall be required to work ALS apparatus to fulfill minimum skill level mandated and set by the department and REMO until all have so qualified. Rotation of paramedic personnel may occur without regard to strict seniority. Exchange of paramedic officer positions may occur without the paying of out-of-grade for training purposes and to meet set requirements.
3. Paramedics are required to bid all paramedic openings that are provided in the table of organization.
4. A firefighter-paramedic can only bid out of a paramedic position as the same are provided in the table of organization if there are more paramedics available to the Bureau than there are openings for such paramedics under the table of organization.

5. (a) The paramedic courses will be paid for entirely by the City.
- (b) The employee taking the initial paramedic course agrees to waive any overtime for the entire course.
- (c) Any Paramedic who surrenders his/her certification before its normal expiration, without medical cause, shall reimburse the City proportionately for the unused part of the cost of his/her training.
- (d) The employee will be given full release time to attend day or evening courses at Hudson Valley Community College, and required hospital rotation. Hospital rotation may occur during day hours.
- (e) When employees are attending day or evening paramedic courses, or performing any required hospital rotations, replacement personnel shall not be called in.
6. Upon initial certification, paramedics will receive a premium pay bonus of \$1,251.00. This shall be in addition to the premiums provided for under Schedule "A".
7. The Lieutenant Paramedic position in the Bureau shall require New York State Paramedic certification, and promotion to such position shall be filled in the normal manner of selection from a Civil Service Lieutenants' List; however, in the event the selected candidate is not certified as a paramedic at the time of appointment, he/she shall be given one opportunity to obtain such certification at the next immediate regional course. Permanent promotion shall not be made until such course has been successfully completed.
8. Lieutenants on ALS units who lose their paramedic status must remain on the unit until there is a Lieutenant opening and a qualified paramedic officer to take his/her place.

9. Paramedic officers and firefighters cannot bid out-of-grade if there are no available paramedics working to take their place on an ALS unit.
10. Members hired after July 1, 1996, will be required to obtain paramedic certification within forty-five (45) months of their appointment. They may not proceed to Step 4 firefighter grade, notwithstanding period of service in the Bureau, until such certification is obtained.

However, if paramedic training extends beyond the duration of step 3 level because of unavailability, scheduling or delay in training, the member shall be retroactively made whole at the fourth (4th) step level upon his or her successful completion of the paramedic course. Those members who do not certify as a paramedic are not eligible for any promotional exams.
11. Members hired after July 1, 1996, shall be required to maintain their paramedic status for a minimum of nine (9) years unless they provide a medical or psychological waiver from the fire surgeon, or receive a waiver from the Mayor.
12. Members hired after July 1, 1996, who voluntarily surrender their paramedic status without medical or psychological waiver may not proceed beyond step 2 pay level, or if above step 2, will return to that pay scale level.
13. Members hired after July 1, 1996, shall not receive any premium pay for being a paramedic. However, effective January 1, 2002, any member hired after July 1, 1996, shall receive premium pay as provided in Schedule "A" (1)(D) for being a certified paramedic available to perform paramedic duties.
15. This contract shall be subject to approval by the Troy Supervisory Board to the extent required by law.

SCHEDULE "A"

1. Salary Schedule

A. Firefighter:

	1/1/07	1/1/08	1/1/09	1/1/10
	3.5%	3.5%	3.5%	3.5%
Starting Rate:				
0-6 months	\$27,957	\$28,936	\$29,949	\$30,997
Step 1:				
7-15 months	\$29,331	\$30,358	\$31,421	\$32,521
Step 2:				
16-30 months	\$35,402	\$36,641	\$37,923	\$39,250
Step 3:				
31-45 months	\$38,237	\$39,575	\$40,960	\$42,394
Step 4:				
46-60 months	\$43,891	\$45,427	\$47,017	\$48,663
Step 5:				
after 60 months	\$47,190	\$48,842	\$50,551	\$52,320
B. Lieutenant:				
All	\$50,728	\$52,503	\$54,341	\$56,243
C. Captain:				
All	\$54,534	\$56,443	\$58,419	\$60,464

2. All New York State certified paramedics will be entitled to receive paramedic premium pay in the amount of \$3,200 annually, providing such member remains available to perform paramedic duties, and \$1,250 annually, for each firefighter who possess a valid State of New York authorization to engage in basic life support (EMT) procedures. Such premium pay shall be added to and made a part of the base salaries. Such premium pay shall be paid in two equal payments: (1) at the last pay period of June; and (2) at the first pay period of December of each year. For 2007 only, the difference from the June 2007 payment shall be added to the December 2007 payment.

3. Safety staffing will be paid at the following hourly rates*:

Captain - EMT	\$26.82
Lieutenant - EMT	\$24.99
Top Grade Firefighter (5) - EMT	\$23.29
Firefighter (4) - EMT	\$21.70
Firefighter (3) - EMT	\$18.98
Firefighter (2) - EMT	\$17.62
Firefighter (1) - EMT	\$14.70
Starting Firefighter (0) - EMT	\$14.40

* These hourly rates are based on the 2007 annual salary schedules plus \$1,250 EMT premium divided by 2080. These rates will increase per the agreed upon 3.5% annual increases to the salary component of the formula for 1/1/2007 - 1/1/2010. The EMT component of the formula will remain at \$1,250. It is further agreed that the minimum hourly safety staffing rate for firefighters already employed as of October 18, 2001, shall be that of a Top Grade Firefighter (5) - EMT.

4. LONGEVITY:

- A. To those employees who have completed five (5) years of service the sum of Eight Hundred and 00/100 Dollars (\$800) annually.
- B. To those employees who have completed ten (10) years of service the sum of One Thousand and 00/100 Dollars (\$1,000) annually.
- C. To those employees who have completed fifteen (15) years of service the sum of Twelve Hundred and 00/100 Dollars (\$1,200) annually.
- D. To those employees who have completed nineteen (19) years of service the sum of Fourteen Hundred and 00/100 Dollars (\$1,400) annually.
- E. To those employees who have completed twenty-four (24) years of service the sum of Sixteen Hundred and 00/100 Dollars (\$1,600) annually.
- F. To those employees who have completed twenty-nine (29) years of service the sum of Two Thousand and 00/100 Dollars (\$2,000) annually.

Such allowances shall become effective as of the anniversary date of the employee's appointment to staff. All longevity payments shall be made in lump sum on the first pay day in December of each year. In addition, all firefighters will receive a one time payment, to be paid upon request, of \$1,450 once they have completed 20 yearsú

5. To determine the overtime rate, the total annual salary as set forth in Schedule "A", inclusive of longevity and shift differential, premium pay shall be divided by two thousand (2,000).
6. There shall be no lay-offs of permanent employees. It being the intent of the parties that each and every member of the Troy Uniformed Firefighters Association employed as of August 31, 2007 shall be assured employment through December 31, 2010 or until a successor collective bargaining agreement is reached. Each member shall be continued in employment in at least his or her present capacity without reduction or diminution of benefits, regular schedule "A" wages, salary, premium pay and longevity.

SCHEDULE "B"

PERFORMANCE OF DUTY INJURY/ILLNESS

207-A PROCEDURE

This Schedule is intended:

1. To establish the mechanics of application for, and allowance of, benefits pursuant to General Municipal Law, Section 207-a relating to the payment of salary, medical and hospital expenses of firefighters with injuries or illness incurred in the performance of duties; and
2. To establish a list of specified types of light duty as may be appropriate.

This Schedule is not to be construed as repealing or restricting any rights of either of the parties to this Agreement or substantively affecting additional requirements as contained in the statute or otherwise determined by law.

A. Procedure

1. In all cases where it appears that a Firefighter has an injury or illness which was apparently incurred in the line of duty, the firefighter, or in the event he/she is physically unable to make application, then someone acting on his/her behalf, shall submit an Application for Disability Benefits Form (hereinafter "Application") to the Chief. The Application shall be submitted to the Fire Chief within thirty (30) days after the incident which gave rise to the injury or illness causing disability. In the event the injury or illness is not readily discoverable and is of a latent nature, then the Firefighter shall make application within thirty (30) days of the discovery by the Firefighter of the injury/illness giving rise to the disability.
2. Upon receipt by the Fire Chief of the Application, the Fire Chief shall make an initial determination as to the eligibility for disability benefits within thirty (30) days. His/Her decision shall be communicated in writing to the subject Firefighter.

3. The Application for Disability Benefit Form shall set forth the following information:
 - a) the time and place of the incident;
 - b) the names and addresses of any witnesses to the incident;
 - c) the nature and extent of the Applicant's injury or illness;
 - d) the names and addresses of any and all treating physicians and hospitals;
 - e) a detailed statement by the Firefighter as to how and in what manner the injury or illness was incurred during the line of duty.
4. After filing the Application, the Applicant shall authorize the release to the City's physician of all relevant medical information which is relevant and material to the incident and/or the alleged disability. The Applicant shall submit to reasonable and usual medical examination as required by the Fire Chief for the purpose of treatment, care or inspection or the making of any initial determination as to eligibility for disability benefits.
5. The Fire Chief is authorized to cause periodic medical review from time to time by the City's physician or in the event of his/her unavailability by one other physician selected by the Fire Chief in order to determine the Applicant's continued eligibility for benefits. Such medical reviews shall be at reasonable intervals appropriate to the usual course of treatment of the subject injury or illness.
6. Any injured or sick Firefighter who shall refuse to permit medical inspections as provided for herein, or to accept commonly prescribed medical treatment or hospital care, except surgery, recommended by the City's physician shall be deemed to have waived all of his/her rights under this procedure in respect to expenses incurred for such medical treatment or hospital care and to salary or wages payable after such refusal.
7. In the event the Chief determines that a Firefighter is not eligible for benefits, or that a Firefighter is no longer entitled to continued benefits he/she shall

so notify the Firefighter in writing within thirty (30) days of his/her receipt of said Application.

8. A Firefighter who does not accept the Chief's decision of ineligibility may demand a review Hearing. Such demand shall be in writing and be served upon the Chief's Office with a copy to the Corporation Counsel's Office within thirty (30) days of receipt of the Chief's decision.
9. The CEO (Mayor) shall appoint an impartial arbitrator to conduct the Hearing. The costs and expenses of the arbitrator shall be borne fully by the losing party, unless otherwise apportioned by the Arbitrator- In the event the Applicant shall be responsible for costs and expenses, the City is authorized to deduct an equivalent sum directly from the Applicant's wages.

Both the City and Applicant shall have the right to seek review of any adverse determination by the arbitrator pursuant to Article 78 of the Civil Practice Law and Rules.

B. LIGHT DUTY

1. If a Firefighter receiving General Municipal Law Section 207-a benefits is not eligible for, or is not granted a New York State accidental disability allowance pursuant to the Retirement and Social Security Law, the Chief shall obtain a medical opinion from the City's physician as to whether or not the Firefighter is able to perform his/her regular duties as a result of such injury or illness; and if the Firefighter is not able to perform his/her regular duties, whether he/she is able to perform specified types of light duty.
2. If it is medically determined by the City's physician that the Firefighter is in fact able to perform the light duty specified, the Chief may issue a written Order directing the Firefighter to report for such specified light duty assignment as may be available, provided that such assignment is consistent with his/her status as a Firefighter and is limited to the types of duty herein below set forth.

3. In the event there is a dispute as to the Firefighter's ability to perform light duty assignments or if a Firefighter receiving Section 207-a benefits disagrees with an Order directing him to report for light duty assignment, he/she may request a Hearing as provided for in Paragraphs A8 and A9 of this Article.
4. A Firefighter who is receiving benefits under Section 207-a shall notify the Chief in writing of a change in medical condition which, according to his/her physician, enables him to return to full and regular duty or to perform certain light duty within twenty-four (24) hours of receipt of such information by the Firefighter. Failure to notify the Chief shall constitute grounds for termination of Section 207-a benefits as provided for in paragraph A6 herein or for disciplinary action.

C. LIGHT DUTY DESCRIPTIONS IN BUREAU OF FIRE

FIRE PREVENTION BUREAU:

- A. Inspections - under the direction of the Chief of Fire Prevention, participate on inspection tours. Requires minimum walking and climbing of stairs.
- B. Lectures - prepare and present lectures to schools and interested groups of Fire Prevention activities. Would require minimum walking and standing.
- C. Extinguisher Demonstrations - extinguisher demonstrations to interested groups. Explaining operation while someone else would be doing actual operation. This would require minimum walking and standing.
- D. Recordkeeping - recordkeeping in Fire Prevention Office. This would require filing and updating of all records and answering telephones. No walking or heavy lifting involved. This is a desk job.

TRAINING

- A. Training Exercises - under the direction of the training instructor, would assist the instructor by explaining the training exercises and supervising the doing of same. Use the blackboard, overhead projector, video equipment and slide trays when teaching these exercises. Minimum walking involved. No lifting or physical exercise involved.
- B. Recordkeeping - recordkeeping and filing of daily records. Would assist instructor in preparing class lessons. Minimum walking and standing required.

CHIEF'S OFFICE:

Engage in the ordinary and usual recordkeeping and administrative functions of the Chief's Office.

FIRE STATION DUTIES

- A. Sitting at the watch desk answering the telephone, receiving fire calls and relaying to personnel all alarms. Operate doors by using button to open and close. Keeping journal book up to date. Maintaining watch on station when fire apparatus is out. Desk Job.
- B. Checking Vehicles - assist in checking vehicles for small tools, fluid levels, etc. No physical exertion.
- C. Cleaning Vehicles - assist in applying water with hose. Others will do the actual cleaning. No physical exertion.
- D. Assist in the usual and ordinary housekeeping and maintenance functions in maintaining the cleanliness and good repair of posted quarters.

SIGNATORIES

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS
AGREEMENT on this 10th DAY OF OCTOBER, 2008

TROY UNIFORMED FIREFIGHTERS'
ASSOCIATION LOCAL 86, I.A.F.F.,
AFL-CIO
BY: DAVE PAUL, PRESIDENT

THE CITY OF TROY, NEW YORK
BY: HARRY J. TUTUNJIAN