

AGREEMENT BETWEEN

***CITY OF KINGSTON***

AND

***KINGSTON PROFESSIONAL FIRE FIGHTERS  
ASSOCIATION, LOCAL 461***

JANUARY 1, 2017 THRU DECEMBER 31, 2019

## TABLE OF CONTENTS

| <u>ARTICLE</u> |  | <u>PAGE NO.</u> |
|----------------|--|-----------------|
| I              | UNION RECOGNITION AND CHECK OFF                      | 3               |
| II             | MANAGEMENT CLAUSE                                    | 4               |
| III            | HOURS OF EMPLOYMENT                                  | 5               |
| IV             | WAGE CLAUSE  | 8               |
| V              | VACATIONS  | 9               |
| VI             | PERSONAL LEAVE                                       | 11              |
| VII            | NO STRIKE PLEDGE                                     | 11              |
| VIII           | ENFORCEABILITY OF ANY PART OF AGREEMENT              | 12              |
| IX             | CLOTHING ALLOWANCE                                   | 12              |
| X              | RETIREMENT BENEFITS                                  | 13              |
| XI             | TERMINATION CLAUSE                                   | 13              |
| XII            | BEREAVEMENT LEAVE                                    | 14              |
| XIII           | PREVIOUS RIGHTS                                      | 14              |
| XIV            | HOSPITALIZATION AND DENTAL INSURANCE                 | 14              |
| XV             | SALARIES   | 16              |
| XVI            | LONGEVITY  | 16              |
| XVII           | CONTRACT ADMINISTRATION                              | 17              |
| XVIII          | DISCIPLINARY PROCEDURE                               | 17              |
| XIX            | MANDATED PROVISION OF THE LAW                        | 18              |
| XX             | UNION EXCUSE TIME                                    | 18              |
| XXI            | INCLEMENT WEATHER                                    | 18              |
| XXII           | PHYSICALS  | 19              |
| XXIII          | DEATH BENEFIT AND LIFE INSURANCE                     | 19              |
| XXIV           | MEAL PROVISION                                       | 19              |
| XXV            | SAFETY AND UNIFORM COMMITTEE                         | 20              |
| XXVI           | MANPOWER   | 20              |
| XXVII          | EMERGENCY MEDICAL SERVICE PROGRAM (EMS)              | 24              |
| XXVIII         | LABOR MANAGEMENT COMMITTEE                           | 24              |
| XXIX           | HEALTH INSURANCE RE-OPENER                           | 25              |
| XXX            | 207a PROCEDURES                                      | 25              |
| XXXI           | INCENTIVE PROGRAMS                                   | 26              |
|                | SIGNATURE PAGE                                       | 27              |
|                | SCHEDULE A- SALARY SCHEDULE                          | 28              |
|                | SCHEDULE B- HEALTH INSURANCE BUYOUT                  | 34              |
|                | SCHEDULE C - FITNESS/WELLNESS STANDARDS              | 36              |
|                | SCHEDULE D - ADVANCED TRAINING & EDUCATION STANDARDS | 37              |
|                | SCHEDULE E - 24 HOUR PROCEDURES                      | 38              |

This agreement, made the 5<sup>th</sup> day of August, 2014 by and between the City of Kingston, New York, hereinafter referred to as “the City” and The Kingston Professional Fire Fighters Association, Local 461, AFL-CIO, Kingston, New York, hereinafter referred to as “the Union”. This four (4) year agreement shall take full effect starting January 1, 2012.

## ARTICLE I

### UNION RECOGNITION AND CHECK OFF

1. The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the Fire Department of the City of Kingston, New York, except the Fire Chief, the Assistant Chief and the civilian employees of the Building Safety Division.

2. The City recognizes the obligation of these employees who are or who may become members of the Union, to pay their Association dues from the wages of all Association members pursuant to Section 208(b) of the Civil Service Law of the State of New York and to monthly thereafter forward such dues together with a list of employees from whom dues deductions were made to the Union.

#### 3. AGENCY SHOP

The Union shall be entitled to have deducted from the wage or salary of the employees described in Section 1 of the Article who are not members of the Union, the amount equivalent to the dues levied by the Union and the City shall make deductions and transmit the sums so deducted to the Union. The provisions of this Section 3 shall be applicable while the Union continues to maintain a procedure providing for the refund to any employee demanding the return of any part of the deduction so made by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

#### 4. AGENCY'S FEE DUES REFUND

Pursuant to the Agency Shop statute of the laws of the State of New York, any employee described in Article 1, Section 1 who is not a member of the Union but from whose paycheck any agency shop fee has been deducted, shall have the right to object to the expenditure of his/her pro rata share of any expenditures made by the Union in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment. Such objections shall be made, if at all, by the objector individually by notifying the Union's President and Treasurer of his/her objection by registered or certified mail during the period between September 1 and 15 of each year. The (approximate) proportion of Agency Shop Fees spent by the Union for such purposes shall be determined annually, after each fiscal year of the Union, by the Union's officers. Rebate of a prorated portion of his/her Agency Shop Fees corresponding to such proportions shall thereafter be made to each individual who has timely filed a notice of objection as provided above.

#### 5. APPEAL

If an objector is dissatisfied with the proportional allocation that has been determined on the grounds that it does not accurately reflect the expenditures of the Union in the defined area,

an appeal may be taken by such person to the Union Executive Board within thirty (30) days following its receipt. The Executive Board then has sixty (60) days to determine if a rebate is due said employee, and if so, in what amount. The Executive Board will furnish the employee with an itemized, audited statement of the complete receipts and disbursements of both the Association and any of its affiliates which receive, either directly or indirectly, any portion of their revenues from Agency Shop fees or dues, together with the basis of the Union's determination of the amount of the refund or denial thereof, including identification of those items of expense determined by the Union or its affiliates to be refundable. If the objector remains unsatisfied, he/she may file an appeal to the Local's governing body which shall render a decision within sixty (60) days after hearing the appeal. If he/she is dissatisfied with the governing body's action, the objection may be submitted to PERB for final and binding arbitration. The arbitration shall be conducted according to the labor arbitration rules of PERB. Cost for the arbitration shall be borne equally by the Union and the individual filing the appeal.

#### 6. COST OF REPRODUCING CONTRACTS

The City and the Union agree to share equally in the cost of reproducing contracts for all members of the Union.

## ARTICLE II

### MANAGEMENT CLAUSE

1. Subject to the provisions of this Agreement, the employer has the exclusive right and authority to establish policies and manage employees covered by this Agreement and direct the working forces employed herein, including, but not limited to, the right of hiring, suspending and discharging for proper cause, promoting and transferring, except that in the latter case (transferring), seniority will govern except in the case of emergency.

2. All new fire fighting members of the Fire Department shall be assigned to central station until the successful completion of the NYS required basic fire fighting training courses. In addition, the new member must also be certified to operate end station equipment prior to being able to be transferred to an end station. Certification of end station equipment shall be at the discretion of the officer in charge of the shift and/or the department Training Officer.

#### 3. SENIORITY CLAUSE

(a) Seniority governs in all cases of transferring except in the case of an emergency and as provided in paragraph (b) below. If it is an emergency, the Chief can transfer anyone he/she wishes. EXAMPLE: If someone gets promoted from Plt. #1 and has to go to Plt. #3, and someone from Plt. #3 has to move to even out manpower on the shift that the person got promoted from, if no one wants to move from the shift, the junior person has to move. The person that has to move from Plt. #3 has his/her pick of Plt. #1, #2, or #4 as long as there are junior persons on those platoons. Say the person picked Plt. #4 to move to. If no one on #4 wants to move, the junior person must move from #4. He/she has the option to go to Plt. #1 or #2, if

there is a junior person on Plt. #2. If he/she picks Plt #1, then the transferring stops because that is where the vacancy is. If he/she picks Plt. #2, then the junior person from Plt. #2 has to move to Plt. #1. Seniority does not govern if you are dissatisfied with the shift that you are on and want to go to another shift. The only way you can transfer is if you get someone from another shift that wishes to switch with you, or if there is a vacancy on a shift, the Chief has the right to transfer if he/she so wishes.

(b) In the event that a platoon is unbalanced due to the illness or injury of a fire fighter, the Chief may transfer, for up to thirty (30) calendar days, the junior person from another platoon or seek a volunteer in order to equalize platoons. If the vacancy exceeds thirty (30) calendar days, the vacancy shall be filled pursuant to paragraph (a) above. The Chief may commence transfer as provided herein upon notification of illness or injury. Probationary employees shall not be transferred until the successful completion of the NYS required basic fire fighting training courses.

### ARTICLE III

#### HOURS OF EMPLOYMENT

##### Section I:

1. (a) All fire fighting employees of the Kingston Fire Department shall be employed upon a regular forty (40) hour work schedule consisting of 24hr shifts broken down to a ten (10) hour day shift and a fourteen (14) hour night shift, in accordance with the work schedule now in force under authority of the Mayor of the City of Kingston, with rotating “Kelly Days” over a twelve (12) week period.

(b) The 24hr shift shall start at 7:00a.m. The ten (10) hour day shift will start at 7:00 a.m. and end at 5:00 p.m. The fourteen (14) hour night shift will start 5:00 p.m. and end at 7:00 a.m. All fire fighting employees must report for duty by the hours stated in this clause.

(c) All members of the Kingston Fire Department may report off duty when their relief reports on duty.

(d) Overtime starts fifteen (15) minutes after the hour for “change of shift calls” only. Overtime will be paid in 15 minute increments starting at 15 minutes past the end of shift.

(example) 7:00 a.m. to 7:15 a.m. no overtime paid  
7:00 a.m. to 7:30 a.m. 30 minutes of overtime paid  
7:00 a.m. to 7:45 a.m. 45 minutes overtime paid

and continuing until relieved from duty.

2. (a) The Mechanic, Training Officer, Senior Typist, Dispatcher, and the Building & Safety Division members of Local 461 shall be employed a total of thirty-five (35) hours per week. Their regular work days shall begin at 8:00 a.m. and terminate at 4:00 p.m., Monday through Friday, including one (1) hour for lunch. Except as provided in paragraph 2(b) below.

(b) The work schedule for the members in the above paragraph 2(a) shall have the ability to adjust their hours to fit their needs providing that both the Chief and the Member agree. If for some reason there is a problem with the “flexible hours”, the hours of employment

will be what is stated in the above paragraph 2(a).

3. All employees of this department are subject to recall to work on off days or off hours for the purpose of responding to Multiple Alarm Fires, and in the event of manpower shortage due to illness or other extraordinary circumstances or during emergencies declared by the Fire Chief.

4. In the event of a conflagration, riot, emergency or a manpower shortage, any fire fighter, fire officer or dispatcher may be required to work more hours in any week than the schedule prescribed in Subdivision I of this Article hereof provided, however, that such fire fighter, fire officer or dispatcher shall be entitled to and shall receive one and one half (1 ½) times the number of hours as compensatory time, or pay for that time at one and one half (1 ½) times the normal rate.

5. (a) Any other member of the Kingston Fire Department required to work more hours in any week than the schedule prescribed in Subdivision 1 and Subdivision 2 of this Article hereof provided, shall receive one and one half (1 ½) times the number of hours as compensatory time, or pay for that time at one and one half (1 ½) times the rate.

(b) Employees who elect to receive compensatory time in lieu of overtime pay shall be allowed to earn or maintain compensatory time up to a maximum of 480 hours.

(c) If an employee has accrued 480 hours of compensatory time and works overtime, the employee shall be paid in their pay check the next pay period, at the appropriate overtime rate, and shall not be able to accrue any additional compensatory time.

(d) Compensatory time may be taken as time off. Compensatory time can also be cashed in at the rate of pay at the time of cash out. (This does not apply to those employees who have accrued in excess of 480 hours who shall be paid as provided above).

(e) Employees shall be compensated for participating in mandatory training which occurs outside their scheduled shift / tour of duty at time and one half (1½) pay.

6. There shall be a minimum of call back of three (3) hours paid at time and one half (1 ½) of regular rate for all members of the Kingston Fire Department.

7. (a) There shall be thirteen (13) supplementary days per year for non-veteran members of the department; for members of the department who are veterans, there shall be fifteen (15) supplementary days. Each member of the department shall have the option of receiving the one day's straight pay (12 hours) or having a twelve (12) hour period off. This will amount to one hundred fifty-six (156) hours per annum for non-veteran members of the department, and one hundred eighty (180) hours per annum for members of the department who are veterans. Each member will have the future option of receiving any or all of the pay due or supplementary hours at any time or in a lump sum. A record of all time owed and used will be kept by the Senior Typist for all personnel including the Chief. The time to be kept will include overtime, compensatory time, supplementary time, vacation time, and other timed owed.

(b) A minimum of five (5) hours of supplementary hours shall be used for each time off request. See Section 2, 1-c. for time off schedule.

(c) Employees hired after January 1, 1992 shall receive supplementary days as follows:

Veterans: One hundred fifty-six (156) hours  
Non-Veterans: One hundred thirty-two (132) hours

(d) Employees, employed as fighters or fire officers who work 24hr shifts (hereinafter referred to as "shift employees"), hired on or after July 01, 2014 shall receive One Hundred Eight (108) hours of Supplementary Days ( 9 days @ 12 hours each) with increments listed below:

Beginning Firefighter through 6th year: 108 supplemental hours  
Beginning 7th through 9th year: 120 supplemental hours  
Beginning 10th through 12th year: 132 supplemental hours (This is the final step for non-veterans)

\*Beginning 13th through 15th year: 144 supplemental hours

\*Beginning 16th year: 156 supplemental hours

\*These last two steps are for veterans only.

(e) Employees who work during the day Monday through Friday with holidays off, including the Fire Department's Secretary, Dispatcher, Building and Safety Officer, and Training Officer ( hereinafter referred to as "Day Workers"), shall be paid a Day Workers Incentive in lieu of Supplementary Days based on their date of hire ( equal to Supplementary Days). The Day Workers Incentive can be taken in pay or taken as time off and may not be carried over to the following year.

These employees shall receive supplementary days on a pro-rata basis for the first year in which they are employed.

8. Any supplementary days not used by a fire fighter by the end of the year will be bought by the City. There will be no carry-over of supplemental days.

9. All members of the Kingston Fire Department may report off duty when their relief reports on duty.

10. All firefighting personnel of the Kingston Fire Department will be paid for their "Kelly Days" for working more than forty (40) hours per week at straight time rate. The compensation for which shall be one hundred four (104) hours regular pay; the compensation for which shall be as follows:

1. No more than 25 % in the first paycheck following January 1;
2. No more than 50 % in the first pay period following April 1; and
3. 100 % in the first paycheck following July 1.

11. The City has the right to implement an electronic timekeeping system to be used by all employees which is consistent with the New Payroll/Time and Attendance Policy as amended by the City Council on November 12, 2013. The timekeeping system would require biometric and/or badge swipes to record attendance. The KPFFA has the right to review and

approve said system prior to it being placed in service.

## SECTION II:

### 1. Limit number off:

(a) The number of members of this unit allowed off per shift, including those specified in (b) below, shall be limited to four (4) employees excluding sick and/or injury leave, Union release time, bereavement leave, training and/or schooling that an employee is mandated by this department to attend; Basic Training, First Line Supervisor Training, Emergency Medical Technician Training etc. Additional time may be granted at the discretion of the Chief, Asst. Chief, or the Officer in Charge if deemed necessary.

(b) There will be a limit of two (2) officers allowed off at one time per shift. This limit will only apply to scheduled time off specified as vacation, accrued vacation, personal leave and supplemental time.

(c) Fire fighters working 24hr shifts are allowed to take partial shifts off. These partial shifts must be five (5) hours from 0700hrs to 1200hrs; 1200hrs to 1700hrs; or 1700hrs to 2200hrs. Fire fighters are also allowed to take a ten (10) hour shift off from 0700hrs to 1700hrs, and a fourteen (14) hour shift off from 1700hrs to 0700hrs.

2. Request for time off will not be accepted unless the request is made sixty (60) days or less prior to the date requested.

3. Employees who are retiring and who are using their terminal leave and accumulated vacation time will not be subject to time off restrictions.

## ARTICLE IV

### WAGE CLAUSE

1. The scale of wages for employees of the Kingston Fire Department effective January 1, 2017 through December 31, 2019, shall be set forth in Schedule A and made a part hereof.

2. Anywhere in this Agreement where it states "regular rate of pay" for employees of the Kingston Fire Department, Schedule A attached hereto and made a part hereof will be used.

3. "Overtime rate of pay" for employees of the Kingston Fire Department shall be at the rate of one and one-half (1 ½) times straight time as set forth in Schedule A attached hereto and made a part hereof.

4. Employees shall receive no more nor no less that the starting salary fixed in such schedules so long as they remain provisional employees.

5. The Senior Typist steps shall be set forth in Schedule A attached hereto and made a part hereof.

6. All hourly rates will coincide with pay increases as set forth in Schedule A attached hereto and made a part hereof.

7. Employees who are certified as Emergency Medical Technicians shall receive an additional \$1000.00 added to their base pay.

## ARTICLE V

### VACATIONS

1. Employees shall be entitled to Annual Vacations in accordance with the following:

(a) Members of the Department will have the right to be able to pick their vacations at the beginning of the year regardless of anniversary date, subject to the vacation schedule guidelines of Article V, Section 2 of the present contract.

b) All employees hired prior to January 1, 1992, shall be entitled to thirty-five (35) days of vacation.

(c) All employees hired after January 1, 1992, and before January 1, 2004, with up to one (1) year of employment to the completion of three (3) years of employment shall receive fifteen (15) days vacation. Employees beginning four (4) years of employment to the completion of five (5) years of employment shall receive twenty-one (21) days of vacation. Employees beginning six (6) years of employment to the completion of ten (10) years of employment shall receive twenty-eight (28) days vacation. Employees beginning eleven (11) years of employment and more shall receive thirty-five (35) days of vacation. Refer to vacation chart for number of vacation days an employee is entitled to. All employees hired after January 1, 2004, with up to one (1) year of employment to the completion of four (4) years of employment shall receive fifteen (15) days vacation days, employees beginning their 5<sup>th</sup> year to the completion of their 9<sup>th</sup> year shall be entitled to twenty-one (21) vacation days, employees beginning their 10<sup>th</sup> year to the completion of their 15<sup>th</sup> year shall be entitled to twenty-eight (28) vacation days, and beginning their 16<sup>th</sup> year they will be entitled to thirty-five (35) vacation days.

(d) All vacation days will be converted into hours. Firefighting shift personnel shall have one day equal twelve (12) hours. Day Workers shall have vacation day equal to their hours of employment (either 8 hours or 10 hours).

(e) Employees may accumulate up to a maximum of fifty-six (56) days of vacation time. No more than fifty-six (56) days (672 hours) of vacation may carry over into the next year.

(f) All members of the Kingston Fire Department who have completed five (5) years of service shall be entitled to split their vacations once. Selection of 2<sup>nd</sup> pick vacation will be on a seniority basis.

(g) Prior to November 1 of each year, an employee has the option to choose any time during the following year to be paid for up to one hundred sixty-eight (168) hours of vacation time at the regular straight time rate of pay.

2. Vacation Schedules shall be adopted in accordance with the following guidelines:

(a) All shift employees shall pick either 3, 24 hour shifts (72 hours), or 4, 24 hour shifts (96 hours) for their 1<sup>st</sup> pick vacation. Shift employees shall be given the option to pick vacation on the 1<sup>st</sup> pick without losing any earned accrued vacation time.

(b) All employees eligible to split their vacations (see 1-f above) may pick 1, 24 hour shift for a 2<sup>nd</sup> pick of regular vacation.

(c) Officers of the Platoon shall pick in accordance with rank and seniority in respective ranks.

(d) The Fire Fighters and Dispatchers of the Platoon shall pick on the basis of seniority.

(e) No more than two (2) persons may be off on vacation at the same time regardless of rank.

(f) Order in which regularly scheduled vacations will be chosen:

- First pick: Deputy Chief
- Second pick: Senior Fire Fighter or Dispatcher
- Third pick: Captain or Lieutenant
- Fourth pick: Fire Fighter or Dispatcher
- Fifth pick: Captain or Lieutenant
- Sixth pick: Fire Fighter or Dispatcher

Accrued vacation time, when taken off by shift personnel, shall be taken as hour for hour. If ten (10) hours off is requested, then ten (10) hours must be used. The same for fourteen (14) hours or twenty-four (24) hours. Accrued vacation time, when taken off by Staff personnel (Day Workers), shall be taken as hour for hour also.

(g) Accumulated Vacation Time as set forth in Section 1(d), can be picked at the discretion of the employee who is entitled to such time only after all annual Department Vacations have been selected but must stay within the guidelines of Article III, Section II and Article V.

3. As used herein, duration of service shall be considered only when continuous and consecutive and in the event of interruption of service, vacation entitlement shall begin anew upon resumption of employment. A member who is laid-off and placed on a preferred list and then rehired will be considered to have continuous and consecutive employment. Vacation time

shall be non-cumulative except as provided in paragraph 1 1(e) above. Schedule of vacations shall be at the will of the City but every effort shall be made to grant vacation schedules according to the procedures outlined above in paragraph 2.

4. At all times the health and protection of the residents of the City of Kingston shall be a prime consideration in scheduling vacations.

## **ARTICLE VI**

### **PERSONAL LEAVE**

1. All shift employees of the Fire Department hired prior to July 1, 1986 having one (1) or more years of continuous employment shall be entitled to four (4) days or nights (48 hours) per year for Personal Leave. These hours must be used during the year and cannot be carried over. Once this day or night has been granted, it can not be canceled by the City, except in the case of a multiple alarm fire or declared emergency.

2. Shift employees hired on or after July 1, 1986 shall be entitled to personal leave as follows:

AFTER FIRST YEAR OF EMPLOYMENT, one (1) personal leave day (12 hours)  
AFTER SECOND YEAR OF EMPLOYMENT, two (2) personal leave days ( 24 hours)  
AFTER THIRD YEAR OF EMPLOYMENT, three (3) personal leave days ( 36 hours)  
AFTER FOURTH YEAR OF EMPLOYMENT, four (4) personal leave days (48 hours)

3. Day Workers hired on or after January 01, 2012 or anyone becoming a Day Worker after January 01, 2012 shall be entitled to personal leave as follows:

FIRST YEAR OF EMPLOYMENT, three (3) days  
SECOND YEAR OF EMPLOYMENT, six (6) days  
THIRD YEAR OF EMPLOYMENT, nine (9) days  
FOURTH YEAR OF EMPLOYMENT, eleven (11) days

Personnel leave must be taken off as full days and must be used during the calendar year. No personnel leave can be carried over to the next year.

## **ARTICLE VII**

### **NO STRIKE PLEDGE**

Union acknowledges, pursuant to Section 210 of Civil Service Law of the State of New York, that the public employee so represented by it and the Union itself are prohibited from engaging in strikes against the City and are further prohibited from in any way causing, instigating, encouraging or condoning such strikes and pledges for itself and its members that it will not engage in strikes nor any activity which will or may tend to cause, instigate, encourage or condone a strike, slowdown, or other activity which will have like or similar effect.

## ARTICLE VIII

### ENFORCEABILITY OF ANY PART OF AGREEMENT

The parties hereto agree that should any Section of this Agreement be or become unlawful, invalid or ineffective, it shall not affect the validity and enforceability of the remainder of this Agreement.

## ARTICLE IX

### CLOTHING ALLOWANCE

1. All employees of the Kingston Fire Department shall be entitled to a clothing allowance of one thousand dollars (\$1000.00) which shall be payable upon presentation of properly signed and sworn vouchers. The City also agrees to set up an "accountability plan" under IRS regulations and to deduct no tax from the check paid. Any monies not used will be paid in the last payroll of the year with taxes deducted.
2. Fire Fighters hired on or after January 1, 2015 shall receive a clothing allowance of one thousand two hundred dollars (\$1200.00) during their first year of employment.
3. All employees of the Fire Department shall be entitled to receive a clothing allowance upon presentation of properly signed and sworn vouchers at any time during the year. Vouchers must be submitted no later than November 1st.
4. Members of the Kingston Fire Department who are on "extended disability leave", said "extended disability leave" defined as a leave of one (1) year or more, will not receive the clothing allowance.
5. Official Uniform

|                |   |
|----------------|---|
| Officers:      | White shirt, dark blue shirts, dark blue pants      |
| Fire Fighters: | Light blue shirt, dark blue shirts, dark blue pants |
| Dispatchers:   | Light blue shirt, dark blue shirts, dark blue pants |
| Electricians:  | Light blue shirt, dark blue pants                   |
| Mechanics:     | Light blue shirt, dark blue pants                   |

All personnel will also be required to maintain official jacket (dark blue), tie and soft cap.

In addition to the uniform specified above, the Chief and/or the Assistant Chief shall have the authority to approve reimbursement for any and all other items purchased under this article that they deem to be appropriate.

## ARTICLE X

### RETIREMENT BENEFITS

1. The City shall provide a one (1) year final average salary retirement benefit under Section 302-D of the New York State Policemen's and Firemen's Retirement System.

2. The City shall provide the benefits of service allowances for Military Service in World War II as provided in Subdivision "K" of Section 341, Subdivision "G" of Section 343 of the Retirement and Social Security Law, and Subdivision 4 of Section 243 of the Military Law. Korean and Vietnam veterans' time will be immediately received, if and when enabling State legislation permits, so as to allow veterans thirty-six (36) months of service time.

3. The City shall provide the benefit of a twenty (20) year retirement plan, non-contributory, as provided in Subdivision "d" of Section 384 of the Retirement and Social Security Laws of the State of New York, more commonly known as the Policemen's and Firemen's twenty (20) year retirement plan.

4. The City shall provide the benefit of a twenty-five (25) year retirement plan, non-contributory, as provided in Section 384 of the Retirement and Social Security Laws of the State of New York, more commonly known as the Policemen's and Firemen's twenty-five (25) year retirement plan.

5. The City shall provide the benefit of the 1/60th of final average salary, as provided in Section 384, subdivision "F", "G", and "H" of the Retirement and Social Security Laws of the State of New York.

6. The City shall provide, to eligible employees, the benefits of Chapter 674, Laws of 2003, of the State of New York Police and Fire Retirement System, which allows enhanced benefits for 384d and 375 I (P) or 375 J (P), which allows retirement at age 55 without pension reductions.

7. Any employee hired after July 1, 1986, who elects a retirement plan other than 384-D shall receive a one-time bonus of \$2,000.00 thirty (30) days after the employee's first anniversary date.

8. Any employee having twenty-five (25) years of service or more and fifty-five (55) years of age who switches from the 384-d plan to another plan shall be paid a bonus representing thirty percent (30%) of the savings between the two plans.

9. The City shall comply with the requirements of the N.Y.S. Retirement System with regard to Tier 5 and Tier 6 employees.

## **ARTICLE XI**

### **TERMINATION CLAUSE**

The terms of this Agreement shall be January 1, 2012 to December 31, 2016, and thereafter from year to year unless either party, at least one hundred fifty (150) days prior to the end of the fiscal year, shall notify the other by written notice of any changes or demands desired to be made. After such notice, negotiations will begin within thirty (30) days.

## ARTICLE XII

### BEREAVEMENT LEAVE

1. All firefighting personnel shall be entitled to two (2) 24 hr. shifts off to include the day of the funeral, in the event of a death of an immediate family member and one (1) 24 hr. shift for non-immediate family members. An immediate family member shall include a spouse, domestic partner, child, adopted child, parent, grandparent, grandchild or sibling. A second 24 hr. shift may be allowed with approval of the Chief of the Department. Day Workers will be entitled to three (3) days off for the death of an immediate family member and the day of the funeral for other family members not listed as immediate family. Day of Funeral Leave shall be allowed for attendance at any other family member not listed above, by blood or marriage, subject to a twenty-four (24) hour advance notice to the officer in charge.

In the event, however, that such bereavement occurs either entirely on time off or partly on time off, only the actual working days shall be deemed included.

## ARTICLE XIII

### PREVIOUS RIGHTS

1. All conditions or provisions beneficial to employees presently in effect which are not specifically provided for elsewhere in this Agreement shall remain in full force and effect for the duration of this Agreement unless mutually agreed otherwise between the City and the Union.

## ARTICLE XIV

### HOSPITALIZATION, DENTAL AND OPTICAL INSURANCE

1. (a) The City assumes and agrees to pay the premium cost of the hospitalization plans as set forth below now in force for the employee and his/her dependents. The City agrees to provide hospitalization coverage that is at least equivalent to the plan presently in effect for each member and his/her family. The plans now in effect are:

- A. Empire Plan
- B. Health Maintenance Organization Plan

(b) *EMPIRE PLAN* - All employees hired prior to January 1, 2015, who receive Health Insurance benefits, shall pay ten percent (10%) of the cost of the health insurance premiums of their annual medical coverage with a three thousand dollars (\$3000.00) cap on the annual contribution. The 10 percent (10%) contribution of their medical coverage is based on actual cost, not projected cost.

(c) Employees hired on or after January 1, 2015 shall pay for their health coverage based on the following:

For the first two(2) years of employment, the employee shall pay fifteen (15) percent of the actual cost of the health plan with no cap.

For the third and fourth years of employment, the employee shall pay thirteen (13) percent of the actual cost of the health plan with no cap.

Beginning the fifth year of employment, the employee shall pay ten (10) percent of the actual cost of the health plan with a three thousand dollar (\$ 3000.00) cap.

Start of each year is based on the employee's anniversary date.

(d) MVP 25 Plan enrollees will be reimbursed, by the City, their "out of pocket" co-pays of twenty-five dollars (\$25.00) back down to the MVP 10 Plan of ten dollars (\$10.00).

2. The City, at its own expense, shall provide Dental Insurance coverage that is at least equivalent to the plan presently in effect in the Kingston Police Department and has at least as many local participating providers, for each member and his/her family. The plan now in effect is:

A. Guardian Dental Ins.

3. The City, at its own expense, shall provide Optical Insurance coverage that is at least equivalent to the plan presently in effect, and has at least as many local participating providers, for each member and his/her family. The plan now in effect is:

B. Vision Guard Full Feature Plan C

4. Health Insurance Buy-Back. The City shall provide a yearly health insurance buy-back option to all employees and former employees of the bargaining unit pursuant to the City's resolution on July 12, 1988. (See Schedule B attachment) Schedule B is amended by this contract to increase to five thousand dollars (\$5000).

A. If both spouses are employees of the City, only one may choose the insurance buy-out. If the employee does not want the buy-out, he/she will be entitled to either one (1) family coverage plan or two (2) single coverage plans.

B. To qualify for the Buy-Back, the employee or retiree must have other employer sponsored coverage other than coverage through NYSHIP as per NYSHIP requirements. This clause will be in effect only if NYSHIP wins their appeal through the court system.

5. Effective January 1, 2008 employees covered under this agreement shall work ten (10) consecutive years for the City to be entitled to retirement health benefits.

## ARTICLE XV

### SALARIES

Top basic salary scale, in Schedule A, will be paid to all fire fighter and fire

dispatchers hired after July 15, 1992, at the beginning of their eighth (8th) consecutive year of service, and for all fire fighter and fire dispatchers hired prior to July 15, 1992 at the beginning of their sixth (6th) consecutive year of service. Schedule A does not include longevity, EMT pay, or any other increases or stipends. It only refers to Base Rates.

- a. Effective January 1, 2017, all salaries of all bargaining unit members shall be increased by 2%.
- b. Effective January 1, 2018, all salaries of all bargaining unit members shall be increased by 2%.
- c. Effective January 1, 2019, all salaries of all bargaining unit members shall be increased by 2%.

2. Preceding each year in the salary schedules for the fire fighters, dispatchers, mechanics and electricians, the word "Beginning" shall be inserted.

3. Whenever reference is made to "Beginning of Year", it shall be deemed to refer to the employee's anniversary date.

4. When any member of this Union is assigned by competent authority to work out of title at a higher rank than his/her regular rank, starting with the first (1st) day he/she shall thereafter be compensated for working in that position on a per-diem basis at the rate for the higher position.

## ARTICLE XVI

### LONGEVITY

1. Longevity shall be given to all members of this department as described below:

|  |        |
|--|--------|
| All employees, beginning 7th year through 9th year                           | *\$450 |
| All employees, beginning 10th year through 12th year                         | *\$450 |
| All employees, beginning 13th year through 15th year                         | *\$450 |
| All employees, beginning 16th year through 17th year                         | *\$450 |
| All employees, beginning 18th year through 20 <sup>th</sup> year             | *\$450 |
| All employees, beginning 21 <sup>st</sup> year through 24 <sup>th</sup> year | *\$450 |
| All employees, beginning 25 <sup>th</sup> year and above                     | *\$450 |
| * an additional \$450  |        |

## **ARTICLE XVII**

### **CONTRACT ADMINISTRATION**

1. In the event of a dispute between the parties of this Agreement involving the interpretation or application of any provision of this Agreement, the following procedures are to be pursued:

(a) The Union or the City having such grievance shall cause the same to be reduced to writing within ten (10) working days, after the occasion constituting the ground of such grievance, and shall cause the same to be presented by Registered Mail to the President of the Board of Fire Commissioners of the City or the President of the Union. Either party may request, in writing an extension of time of not more than ten (10) days and upon the mailing of such request, the time shall automatically be extended.

(b) Within five (5) full working days following service of such notice of grievance, the parties shall, through regular nominees, set a date to discuss the subject of such grievance and attempt to satisfactorily and mutually agree upon the disposition thereof.

(c) If such grievance shall not be disposed of by such conference, the aggrieved party shall within ten (10) days thereafter, if it be so advised, serve and file a demand for arbitration with the Public Employees Relations Board (PERB) in accordance with the procedures of such Board.

(d) Each party shall thereafter cooperate with the Public Employees Relations Board causing a prompt and expeditious arbitration of the disputed matter or matters.

(e) All decisions rendered in such arbitration shall be final and binding on the parties of this Agreement.

(f) Each party to this Agreement shall share equally in the cost of such arbitration.

## **ARTICLE XVIII**

### **DISCIPLINARY PROCEDURE**

1. No employee shall be disciplined except for just cause. Such employee shall be served with a written notice of the action stating the date, time and place of the alleged offense and a statement identifying the particulars of the events. The notice shall also contain the discipline proposed and the reason for said discipline. A copy of said notice shall also be sent to the president of the union.

2. If the employee, or the union, disagrees with the disciplinary action taken, either the union or the employee may elect to arbitrate said action by filing a demand for arbitration with the City. The demand for arbitration must be filed within ten (10) calendar days of the

employee or union's receipt of the notice of discipline. Within forty (40) days from that date, a hearing must be held and the Department must show just cause why said employee should be disciplined. The hearing shall be held by an arbitrator, selected from the panel, which the parties will set up concurrently with the signing of the contract. That panel shall consist of five (5) members who shall rotate in hearing any disciplinary action. In the event one (1) member of the panel is unable to hear the arbitration within forty (40) days, then he/she shall be skipped and the next arbitration panel member who can hear the case within forty (40) days shall be designated. Within twenty (20) days from the date of the hearing, the arbitrator must file his/her decision. All decisions rendered by said arbitrator are final and binding. Fees of the arbitrator will be divided equally between the City and the Union.

## **ARTICLE XIX**

### **MANDATED PROVISION OF THE LAW**

1. Notice, as provided by Section 204-a of the Civil Service Laws as amended: "IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISION OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL".

## **ARTICLE XX**

### **UNION EXCUSE TIME**

1. The President and Secretary or their designated representatives of the Union shall be entitled to Union excuse time at the discretion of the Board of Fire Commissioners, not to exceed twenty-six (26) days per year.

## **ARTICLE XXI**

### **INCLEMENT WEATHER**

1. Except for responding to fire calls, covering at stations and the normal work routine (i.e. shoveling snow, general housecleaning, etc.) there will be no outside activities assigned to any fire company when the temperature reaches eighty-five degrees Fahrenheit (85°F) or higher or twenty-five degrees Fahrenheit (25°F) or lower. This inclement weather clause will also cover rain and snow storms. Traveling directly to and from stations for the purpose of in-station training is permissible and will not effect this inclement weather Article.

## **ARTICLE XXII**

### **PHYSICALS**

The City of Kingston shall provide annual physicals, including an EKG to all members of the Kingston Fire Department. Physical exams shall be done, on duty time, unless an employee chooses otherwise. The cost of the blood work for the physical exam will be submitted to the employee's health insurance carrier. If the health insurance carrier rejects all or any part of said exam, or if there is any co-payment or any additional charge to the employee, the City shall be responsible for such amount.

## **ARTICLE XXIII**

### **DEATH BENEFIT & LIFE INSURANCE**

1. The City shall provide a Death Benefit under General Municipal Law, Section 208B.

2. The City will provide and shall pay and be responsible for all premiums upon a policy of life insurance, insuring the life of each employee in the amount of fifty thousand dollars (\$50,000) per employee. The policy will be in conjunction with the New York State Professional Fire Fighters Association, AFL-CIO life insurance program now in effect.

3. The Treasurer of Local 461 will on or before the seventh (7th) day of each month, complete and sign a voucher at the City Clerk's Office verifying the number of persons covered and the amount of premium due.

4. The City on the first Monday, following the first payday of each month, shall forward to the Treasurer of Local 461 a check in an amount equal to the premium due on the above mentioned life insurance policies.

5. Upon receipt of premiums from the City, the Treasurer of Local 461 is held responsible to see that premium payments are properly paid to the insurance carrier each month.

## **ARTICLE XXIV**

### **MEAL PROVISIONS**

1. It is agreed between the parties that whenever held over for a period longer than two (2) hours or recalled for an extended period of time for any emergency, that all personnel shall receive food provisions of their choice from the City as follows:

|           |                    |
|-----------|--------------------|
| Breakfast | Maximum of \$ 5.00 |
| Lunch     | Maximum of \$ 5.00 |



times while this contract is in effect,<sup>1</sup> provided, however, that if the City maintains at least fourteen (14) able bodied firefighters, which includes one dispatcher (this would exclude firefighters or dispatchers injured in the line of duty, or out on extended sick leave) regularly assigned and working on a particular shift then the following rule shall apply:

The City may, however, move personnel from one platoon to another platoon where vacancies occur for extended periods of time (such as one month or more). Such moves must be in accordance with Article II Section 3 of the CBA.

3. If a member is ordered back for overtime for five (5) hours or less, he/she will not lose his/her place on the overtime callback list.

4. There will be no day workers on a platoon's overtime call-back list including the Chief and Assistant Chief. However, whenever there is a function that in the opinion of the Fire Prevention Officer requires the presence of a Fire Department representative to insure the safety and well-being of life and property, said representative shall be a person from the Fire Prevention Bureau.

5. In the event of reinstatement of the Training Bureau, for training purposes, only the personnel assigned to the Training Bureau are to be assigned for overtime, except in the case of Emergency Medical Service Training. Personnel who are certified to train will be called for overtime on a rotating basis.

6. Holiday O.T. Procedure:

(a) Regular (non listed holiday) overtime positions shall be filled first using the standard procedure. Overtime, for the listed "holidays," shall be filled from the established "holiday list" using the guidelines outlined below.

(b) The regular overtime list shall be used as a guideline as to where to start filling the "holiday overtime." The "holiday overtime list" would start with the next eligible fire fighter who would have been next called for regular overtime.

(c) No overtime shall be created from time off requests on the following holidays: Thanksgiving, Christmas Eve (December 24<sup>th</sup>, whole day), Christmas Day (December 25<sup>th</sup>, whole day), New Year's Eve (December 31<sup>st</sup>, whole day) and New Year's Day (January 1<sup>st</sup>, whole day) unless a separate "Holiday O.T. List" is established of eligible personnel willing to work said holidays.

(d) The "list" shall be established at least one week prior to said holiday. This list would be set up using the 96 shift first, then the 72 shift and then the shift opposite of the shift creating the overtime. A sign-up sheet will be posted in the dispatch office. The shifts of the eligible personnel shall also be polled by their O.I.C.'s to fill any potential O.T. slots.

(e) In the event that after this time off is granted, an overtime situation occurs, the Officer in Charge will call for overtime from the established list available. If an overtime person can not be obtained, then the last person filing for that day off, regardless of what kind of

---

<sup>1</sup> The City shall comply with the agreement regarding Fire Dispatcher Cynthia Reinhardt dated March 7, 2011.

time off he/she has taken, with the exception of regular scheduled vacations, will be ordered back to work. At no time will the person who is on the 96 shift, 72 shift of the opposite shift be ordered back to work.

(f) Members accepting the overtime from the "Holiday O.T. List," will not have any bearing on his/her standing in the regular overtime call back list.

7. Procedures for Overtime Callback:

(a) The Officer in Charge shall oversee the overtime callback as it is being performed by dispatchers or firefighters acting as dispatchers.

(b) The filling of overtime will commence after 12 Noon. The procedure for filling overtime is explained in Schedule "E" as attached. No time off will be granted after 12 Noon of the day the overtime is being filled for that firefighters shift. Example: Platoon #1 will fill overtime for Platoon #3, Platoon #2 will fill overtime for Platoon #4, etc. Time off may be granted at any time by the O.I.C. if overtime is not created. Any request for emergency time off will be at the discretion of the Chief of the Department or his designee.

(c) Future policy memorandum on overtime call back signed and dated by the Chief of the Department and the President of the Union shall have full force and effect of this contract and shall be attached hereto.

(d) In all cases the position of the last officer, fire fighter or dispatcher creating the manpower shortage will be filled first.

Example: If a Deputy Chief gets sick, or is off on supplementary time, etc., and his/her vacancy creates a manpower shortage, then a Deputy Chief will be called. If no Deputy Chief is available, then a Captain or Lieutenant will be called.

(e) If a person is called back on overtime and after he/she reports for duty it is found that he/she is not needed, he/she will be paid the minimum three (3) hours overtime pay and his/her name will remain at the top of the call back roster for the next overtime call back.

In the event the junior (O.I.C.) who was regularly scheduled to work becomes ill or is on other leave days, and the second qualified officer from the Platoon is not available to work as O.I.C., then a Deputy Chief will be called in on overtime. Deputy Chiefs are not eligible to accept overtime as line officers in an end station (Company #2 and Company #3).

(f) When filling regular overtime positions on the second day begin with the next person on the 96 shift. If an individual is off duty when overtime is being filled the department will attempt to contact them via telephone. If that person is not home, or cannot be reached by phone, the department will leave a message stating the time of day and the nature of the call. They will also state in the message that they will send out a page for that person and that person will have ten (10) minutes to contact central station to respond to the overtime call back. If said time has expired, the procedure will move on to the next person on the call back list. If overtime still exists, or if an overtime occurs after the shift filling the overtime is off, refer to Schedule "E" for the procedure to use to fill the overtime.

(g) The person on the top of the callback list has the option to choose any of the

available full or partial overtime slots for the upcoming shifts. This same procedure will be utilized until all positions have been filled.

(h) The only time a person will have the option of remaining on the “top of the list” will be:

1. When ORDERED back for five hours or less.
2. When a scheduled overtime position is canceled, after that person has already filled that position.
3. When a person is on top of the list he/she will have the option of accepting the next available position only. If he/she turns down the position or cannot work it, he/she falls into the regular overtime rotation.

(i) In the case of an emergency overtime callback, the first employee to answer their phone is ordered back. Emergency overtime callback begins after the overtime has been filled on the second day or anytime an emergency situation exists.

(j) Anyone accepting overtime, or ordered back to work is obligated to work the overtime or find someone willing to work the position.

(k) Special overtime callback: Callback for Hazardous Materials, Rope Rescue, Arson Investigation, Truck 2 callback, third and fourth alarms, etc., shall have no effect on the regular callback rotation. The first person contacted from the respective teams or in multiple alarm and Truck 2 call back is ordered back to work.

(l) The City further agrees to maintain at least Ten Fire Fighters (10) and one (1) Dispatching personnel on duty within the limits of the City of Kingston, or within a reasonable response distance and time of the City limits of the City of Kingston at all times.

(m) When the situation occurs that there is a member off that creates an overtime position for a firefighter/dispatcher and the platoon also has no one working that is qualified to work as the Officer in Charge, then, instead of calling back both a firefighter/dispatcher and an OIC, the Department may call back only the OIC provided that the minimum manpower requirements remain satisfied.

8. All firefighters will be trained to replace the Dispatcher when the Dispatcher is off, within the following guidelines:

(a) Only those personnel trained and certified by the Kingston Fire Department will be assigned to Dispatch.

(b) When the Dispatcher’s position creates overtime it will be filled in the manner designated in the contract. If none of the Dispatchers want the overtime position, those firefighters who are certified to dispatch from the 96/72 shift would be eligible to work this overtime.

(c) A certified FF/Dispatcher will not be required to work more than one (1) day/night shift per trick. Certified FF/Dispatcher has the option to work more than one (1) shift

per trick.

(d) The Department will maintain a separate overtime callback list for Dispatchers and Firefighters certified as Dispatchers. This list will not affect the list maintained for regular Firefighter callback. If a FF/Dispatcher is at the top of both lists and is eligible for overtime from both lists at the same time, he/she will make a choice and the rotation will continue. The FF/Dispatcher will have exercised his/her option and will fall into the regular rotation on both lists.

9. The City agrees to call back a minimum of two (2) personnel to be assigned to major City sponsored special events to provide fire/rescue protection. Ex. Independence Day Celebration, Hooley on the Hudson, Italian Festival, and any other events deemed necessary by the Chief, Asst. Chief, or the Officer in Charge. The O.I.C., at his discretion, may increase the number of personnel as the situation/event warrants.

10. The parties agree to commence implementation of NFPA 1710 during the term of the agreement and to discuss increases in staffing and manpower effective January 1, 2006. If the parties are unable to agree to additional increases in staffing and manpower for 2006, minimum staffing levels shall return to the levels provided for in the January 1, 2001 through December 31, 2003 collective bargaining agreement (Minimum of 9 fire fighters and 1 dispatcher) and the number of personnel allowed off for vacation, personal and other allowable time off shall increase to the levels provided for in the January 1, 2001 through December 31, 2003 collective bargaining agreement effective January 1, 2006.

## **ARTICLE XXVII**

### **EMERGENCY MEDICAL SERVICE PROGRAM (EMS)**

1. The Kingston Fire Department agrees to establish an Emergency Medical Service (EMS) Program within the professional department, and any training that is required for such program shall be reimbursed by the Kingston Fire Department, including tuition, books and equipment that the student is required to have to take this course providing the student successfully passes the course.

Students will be able to attend classes while on duty providing the platoon does not fall below minimum manpower creating an overtime situation. If the platoon falls below minimum manpower, the member taking said course will take turns using his own time. This will be done on a seniority basis, senior person going first. The Shift Commander in charge of said shift will be responsible for keeping account of said seniority and time.

## **ARTICLE XXVIII**

### **LABOR MANAGEMENT COMMITTEE**

The President of the Union will designate three (3) representatives and the Mayor will

also designate three (3) representatives who will meet in order to establish an ongoing non-crisis language between labor and management, aimed at attacking common problems. The parties both agree to work with a PERB Facilitator in establishing this committee in its early stages.

## **ARTICLE XXIX**

### **HEALTH INSURANCE RE-OPENER**

The Union agrees that the City is permitted to search for a different insurance carrier as long as the health benefits are equal to or better than the current health insurance plan. The question of whether any new plan is substantially equivalent to the old plan's benefits is an issue that both parties recognize can be brought to the grievance procedure and eventually to binding arbitration if the question cannot be resolved.

## **ARTICLE XXX**

### **207A PROCEDURES**

#### **1. Fire Fighter's Responsibility:**

- Fire Fighter or anyone acting on his/her behalf shall file an Accident/Incident Report with the City within 10 business days of the date of the accident.
- If a Fire Fighter believes he/she has been exposed to a health hazard, e.g., AIDS, hepatitis, asbestos, biological or chemical toxins, etc as a result of his/her performance of duties, shall file an Exposure Form and an Accident/Incident Report with the City within 10 business days of possible exposure.
- Accident/Incident Reports and Exposure Reports will consist of all appropriate forms, including the form notifying the NYS Comptrollers Office, that are needed to be filled out by the employee, or anyone acting on his/her behalf. Upon completion of the reports, the employee shall file them with the City (Chief or designee), who will in turn forward them to the appropriate State agencies. (Employees may also send copies to the NYSPPFA for their incident reporting system).

#### **2. Employer's Responsibility:**

- Medical expenses for injuries/sick incurred in the line of duty: If an employee is injured or has taken sick in the course of or as a result of his/her employment, the Fire Department will make a determination concerning that (known as 207a determination) within 30 calendar days.
- Notify in writing the injured/sick Fire Fighter and the Union President/Secretary as to his/her 207a status within the 30 day determination period.
- Forward completed "Forms" to the appropriate Local and State agencies.

#### **3. Disputes:**

- In the event the City finds that the Fire Fighter is not entitled to a 207a benefit, and the Fire Fighter or the Union disputes that decision, the Fire Fighter will be entitled to a hearing before a neutral hearing officer from a list agreed upon by both parties. If there is no

agreement on a neutral hearing officer from that list, then one will be chosen from a list provided by the PERB, by both parties. The hearing officer shall make a final and binding determination as to whether said Fire Fighter is entitled to 207a benefit, subject only to an appeal under Article 78 procedure. If the City determines a Fire Fighter, on 207a leave, is no longer entitled to the benefit, and the Fire Fighter or the Union disputes the determination, the same procedure outlined herein will be utilized. Fees of the hearing officer will be divided equally between the City and the Union.

- Members must return to “Light Duty” and/or “Full Duty” as soon as medically allowed. If the City orders a member back to “Light Duty”, and the member disputes the decision, he/she must provide a medical reason from their doctor, in writing, as to why he/she is unable to return to work. The City will provide a “Light Duty Job Description” to the member’s doctor for review of the possible specific duties that will be expected of that member. If the City and the member’s doctor cannot agree, as to which duties the member has the ability to perform, then the hearing procedure in the above section will be followed only for the duties in dispute.

4. Continuation of Benefits:

- All contract benefits shall remain in full effect up to and including 3 months after the determination date that has been made by the City as to whether the 207a benefits apply to the member in question. Starting the 4th month, the Fire Fighter shall not accrue any new vacation days or clothing allowance. All other benefits shall remain in full effect. When the member on 207a returns to “Full or Light Duty” anytime during that year, they will receive all back time and clothing allowance they were not allowed to accrue while off injured/sick.

(Examples of Continuation of Benefits)

- (Example #1: Someone is determined to be on 207a on February 1st. That person’s benefits stay in full effect for 3 months. He/she would receive clothing allowance and Kelly days, as per Article III, Section 10. Starting the 4th month, those benefits would cease (Kelly time and clothing allowance), all other benefits will continue to be enforce and entitled to. This example, being injured early in the year, would not have any effect on clothing allowance, since January 1st of each year, every employee receives these benefits at that time)
- (Example #2: If an employee who is eligible for 207a, is determined by the City to be on 207a on September 1st, the benefits will continue to be in full effect for 3 months after the determination. Starting the 4th month the employee will not be able to accrue any new vacation days or clothing allowance for the upcoming year. Upon returning to work anytime during that year, “Light or Full Duty”, said employee will receive all back benefits due him/her.)
- (Example #3: If an eligible employee is determined to be on 207a on November 1st, the 3 months that the benefits would remain in effect would carry him/her past January 1st, of the following year, that employee would receive all benefits due them. The Kelly Time will be applied as per pay-out schedule in Article III Section 10)

## **ARTICLE XXXI**

### **Incentive Programs**

#### **Fitness/Wellness Program**

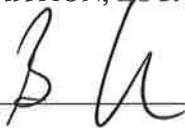
1. All employees shall receive three-hundred dollars (\$300.00) added to their base pay for participating in the mandatory physical fitness/wellness program. The minimum standards for the program will be agreed upon by Local 461 and the City. Any changes to the standards shall be signed and dated by both the president of the union and the chief of the department and shall have force and effect of this contract.
2. Minimum standards see attached appendix "C".


### **Advanced Education & Training Program**

1. All employees meeting one or more of the requirements of the "Advanced Education & Training Program" shall receive three-hundred dollars (\$300.00) added to their base pay.
2. The List of requirements for the advanced education and education programs, in appendix "D", shall be agreed upon by the union president and the chief of the department. Any changes to the "Advance Education & Training Program" requirements shall be signed and dated by both the president of the union and the chief of the department and shall have force and effect of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duty authorized representatives.

KINGSTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 461, AFL-CIO      THE CITY OF KINGSTON, NEW YORK

BY:  \_\_\_\_\_  
Bryan Cafaldo President

BY:  \_\_\_\_\_  
Steven Noble Mayor

**2017  
Salary  
Schedule**

|               | Annual      | Bi-weekly  | Hourly  | Overtime |
|---------------|-------------|------------|---------|----------|
| Deputy        | \$73,786.80 | \$2,830.18 | \$35.38 | \$53.07  |
| Captain       | \$69,394.68 | \$2,661.71 | \$33.27 | \$49.91  |
| Lieutenant    | \$66,242.88 | \$2,540.82 | \$31.76 | \$47.64  |
| FireFighter 8 | \$62,054.76 | \$2,380.18 | \$29.75 | \$44.63  |
| FireFighter 7 | \$59,954.58 | \$2,299.63 | \$28.75 | \$43.12  |
| FireFighter 6 | \$58,068.60 | \$2,227.29 | \$27.84 | \$41.76  |
| FireFighter 5 | \$56,384.58 | \$2,162.70 | \$27.03 | \$40.55  |
| FireFighter 4 | \$54,915.78 | \$2,106.36 | \$26.33 | \$39.49  |
| FireFighter 3 | \$53,659.14 | \$2,058.16 | \$25.73 | \$38.59  |
| FireFighter 2 | \$49,648.50 | \$1,904.33 | \$23.80 | \$35.71  |
| FireFighter 1 | \$45,641.94 | \$1,750.65 | \$21.88 | \$32.82  |
| Dispatcher 8  | \$55,476.78 | \$2,127.88 | \$26.60 | \$39.90  |
| Dispatcher 7  | \$54,423.12 | \$2,087.46 | \$26.09 | \$39.14  |
| Dispatcher 6  | \$53,546.94 | \$2,053.86 | \$25.67 | \$38.51  |
| Dispatcher 5  | \$52,673.82 | \$2,020.37 | \$25.25 | \$37.88  |
| Dispatcher 4  | \$51,759.90 | \$1,985.31 | \$24.82 | \$37.22  |
| Dispatcher 3  | \$51,063.24 | \$1,958.59 | \$24.48 | \$36.72  |
| Dispatcher 2  | \$48,053.22 | \$1,843.14 | \$23.04 | \$34.56  |
| Dispatcher 1  | \$45,048.30 | \$1,727.88 | \$21.60 | \$32.40  |
| Mechanic      | \$69,394.68 | \$2,661.71 | \$33.27 | \$49.91  |
| Typist 4      | \$47,687.04 | \$1,829.09 | \$22.86 | \$34.30  |
| Typist 3      | \$46,432.44 | \$1,780.97 | \$22.26 | \$33.39  |
| Typist 2      | \$39,685.14 | \$1,522.17 | \$19.03 | \$28.54  |
| Typist 1      | \$36,402.78 | \$1,396.27 | \$17.45 | \$26.18  |

**2018  
Salary  
Schedule**

|               | Annual      | Bi-weekly  | Hourly  | Overtime |
|---------------|-------------|------------|---------|----------|
| Deputy        | \$75,262.54 | \$2,886.78 | \$36.08 | \$54.13  |
| Captain       | \$70,782.57 | \$2,714.95 | \$33.94 | \$50.91  |
| Lieutenant    | \$67,567.74 | \$2,591.64 | \$32.40 | \$48.59  |
| FireFighter 8 | \$63,295.86 | \$2,427.79 | \$30.35 | \$45.52  |
| FireFighter 7 | \$61,153.67 | \$2,345.62 | \$29.32 | \$43.98  |
| FireFighter 6 | \$59,229.97 | \$2,271.83 | \$28.40 | \$42.60  |
| FireFighter 5 | \$57,512.27 | \$2,205.95 | \$27.57 | \$41.36  |
| FireFighter 4 | \$56,014.10 | \$2,148.49 | \$26.86 | \$40.28  |
| FireFighter 3 | \$54,732.32 | \$2,099.32 | \$26.24 | \$39.36  |
| FireFighter 2 | \$50,641.47 | \$1,942.41 | \$24.28 | \$36.42  |
| FireFighter 1 | \$46,554.78 | \$1,785.66 | \$22.32 | \$33.48  |
| Dispatcher 8  | \$56,586.32 | \$2,170.43 | \$27.13 | \$40.70  |
| Dispatcher 7  | \$55,511.58 | \$2,129.21 | \$26.62 | \$39.92  |
| Dispatcher 6  | \$54,617.88 | \$2,094.93 | \$26.19 | \$39.28  |
| Dispatcher 5  | \$53,727.30 | \$2,060.77 | \$25.76 | \$38.64  |
| Dispatcher 4  | \$52,795.10 | \$2,025.02 | \$25.31 | \$37.97  |
| Dispatcher 3  | \$52,084.50 | \$1,997.76 | \$24.97 | \$37.46  |
| Dispatcher 2  | \$49,014.28 | \$1,880.00 | \$23.50 | \$35.25  |
| Dispatcher 1  | \$45,949.27 | \$1,762.44 | \$22.03 | \$33.05  |
| Mechanic      | \$70,782.57 | \$2,714.95 | \$33.94 | \$50.91  |
| Typist 4      | \$48,640.78 | \$1,865.67 | \$23.32 | \$34.98  |
| Typist 3      | \$47,361.09 | \$1,816.59 | \$22.71 | \$34.06  |
| Typist 2      | \$40,478.84 | \$1,552.61 | \$19.41 | \$29.11  |
| Typist 1      | \$37,130.84 | \$1,424.20 | \$17.80 | \$26.70  |

**2019  
Salary  
Schedule**

|               | Annual      | Bi-weekly  | Hourly  | Overtime |
|---------------|-------------|------------|---------|----------|
| Deputy        | \$76,767.79 | \$2,944.52 | \$36.81 | \$55.21  |
| Captain       | \$72,198.23 | \$2,769.25 | \$34.62 | \$51.92  |
| Lieutenant    | \$68,919.09 | \$2,643.47 | \$33.04 | \$49.57  |
| FireFighter 8 | \$64,561.77 | \$2,476.34 | \$30.95 | \$46.43  |
| FireFighter 7 | \$62,376.75 | \$2,392.53 | \$29.91 | \$44.86  |
| FireFighter 6 | \$60,414.57 | \$2,317.27 | \$28.97 | \$43.45  |
| FireFighter 5 | \$58,662.52 | \$2,250.07 | \$28.13 | \$42.19  |
| FireFighter 4 | \$57,134.38 | \$2,191.46 | \$27.39 | \$41.09  |
| FireFighter 3 | \$55,826.97 | \$2,141.31 | \$26.77 | \$40.15  |
| FireFighter 2 | \$51,654.30 | \$1,981.26 | \$24.77 | \$37.15  |
| FireFighter 1 | \$47,485.87 | \$1,821.38 | \$22.77 | \$34.15  |
| Dispatcher 8  | \$57,718.04 | \$2,213.84 | \$27.67 | \$41.51  |
| Dispatcher 7  | \$56,621.81 | \$2,171.80 | \$27.15 | \$40.72  |
| Dispatcher 6  | \$55,710.24 | \$2,136.83 | \$26.71 | \$40.07  |
| Dispatcher 5  | \$54,801.84 | \$2,101.99 | \$26.27 | \$39.41  |
| Dispatcher 4  | \$53,851.00 | \$2,065.52 | \$25.82 | \$38.73  |
| Dispatcher 3  | \$53,126.19 | \$2,037.72 | \$25.47 | \$38.21  |
| Dispatcher 2  | \$49,994.57 | \$1,917.60 | \$23.97 | \$35.95  |
| Dispatcher 1  | \$46,868.25 | \$1,797.69 | \$22.47 | \$33.71  |
| Mechanic      | \$72,198.23 | \$2,769.25 | \$34.62 | \$51.92  |
| Typist 4      | \$49,613.60 | \$1,902.99 | \$23.79 | \$35.68  |
| Typist 3      | \$48,308.31 | \$1,852.92 | \$23.16 | \$34.74  |
| Typist 2      | \$41,288.42 | \$1,583.67 | \$19.80 | \$29.69  |
| Typist 1      | \$37,873.45 | \$1,452.68 | \$18.16 | \$27.24  |

| 2017                         | Hourly<br>Differential | Overtime<br>Differential |
|------------------------------|------------------------|--------------------------|
| Capt for Deputy Chief        | \$2.11                 | \$3.16                   |
| Lieutenant for Deputy Chief  | \$3.62                 | \$5.43                   |
| Firefighter 8 for Mechanic   | \$3.52                 | \$5.28                   |
| Firefighter 8 for Lieutenant | \$2.01                 | \$3.01                   |
| Firefighter 7 for Lieutenant | \$3.01                 | \$4.52                   |
| Firefighter 6 for Lieutenant | \$3.92                 | \$5.88                   |
| Firefighter 5 for Lieutenant | \$4.73                 | \$7.09                   |
| Firefighter 4 for Lieutenant | \$5.43                 | \$8.15                   |

| 2018                         | Hourly<br>Differential | Overtime<br>Differential |
|------------------------------|------------------------|--------------------------|
| Capt for Deputy Chief        | \$2.15                 | \$3.22                   |
| Lieutenant for Deputy Chief  | \$3.69                 | \$5.53                   |
| Firefighter 8 for Mechanic   | \$3.59                 | \$5.38                   |
| Firefighter 8 for Lieutenant | \$2.05                 | \$3.07                   |
| Firefighter 7 for Lieutenant | \$3.08                 | \$4.61                   |
| Firefighter 6 for Lieutenant | \$4.00                 | \$6.00                   |
| Firefighter 5 for Lieutenant | \$4.82                 | \$7.23                   |
| Firefighter 4 for Lieutenant | \$5.54                 | \$8.31                   |

| 2019                         | <b>Hourly<br/>Differential</b> | <b>Overtime<br/>Differential</b> |
|------------------------------|--------------------------------|----------------------------------|
| Capt for Deputy Chief        | \$2.19                         | \$3.29                           |
| Lieutenant for Deputy Chief  | \$3.76                         | \$5.64                           |
| Firefighter 8 for Mechanic   | \$3.66                         | \$5.49                           |
| Firefighter 8 for Lieutenant | \$2.09                         | \$3.13                           |
| Firefighter 7 for Lieutenant | \$3.14                         | \$4.71                           |
| Firefighter 6 for Lieutenant | \$4.08                         | \$6.12                           |
| Firefighter 5 for Lieutenant | \$4.92                         | \$7.38                           |
| Firefighter 4 for Lieutenant | \$5.65                         | \$8.48                           |

**SCHEDULE B**  
**RESOLUTION APPROVING CASH PAYMENTS IN LIEU OF**  
**HEALTH INSURANCE FOR EMPLOYEES HAVE OTHER COVERAGE**

Offered by: Alderman Miressi  
Seconded by: Alderman Sinagra

WHEREAS, a number of City of Kingston employees receive health insurance benefits through other agencies, either because they themselves have two employers or because their spouses have coverage through some other agency; and

WHEREAS, this duplication of health insurance has escalated so greatly that duplication of coverage is also not in the employer's best interest:

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City of Kingston, in lieu of providing health insurance coverage, is authorized to offer \$750.00 per calendar year to those who have other health and major medical insurance coverage, and \$1,500.00 per calendar year to those who have other family health and major medical insurance coverage in return for employees waiving their rights to the city health insurance policy, provided that prior to the receipt of such sums the employee shall furnish satisfactory proof of health and major medical insurance coverage currently then in effect covering such employee. Nothing herein shall be construed to provide more than one payment to any one employee.

SECTION 2. This option shall be available during the month of January of each year, except for new employees who may make the choice within one (1) month of receiving permanent appointment and whose first years payment shall be on a pro rata basis, and renewable at the employee's choice, every year, but shall not be offered to any employee of the city until the City Clerk shall have received from a duly authorized agent or officer of the collective bargaining unit representing such employee, that the bargaining units consent in writing to have the cash offered to the employees with its units in lieu of and in place of the City of Kingston providing health and major medical insurance coverage on such employee pursuant to its contract with the City. Regardless of such consent, nothing herein shall authorize a cash payment without proof of health and major medical insurance as provided in SECTION I hereof.

SECTION 3. The Mayor after consultation with the Corporation Counsel may from time to time provide rules and regulations to carry out the intentions of this resolution.

SECTION 4. This resolution shall take effect immediately.

Submitted to the Mayor this  
\_\_ day of \_\_\_\_\_, 1996.

Approved by the Mayor this  
\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
City Clerk  
Adopted by Council on July 12, 1988

\_\_\_\_\_  
Mayor

READ CAREFULLY  
BY SIGNING THIS YOU MAY BE GIVING UP IMPORTANT RIGHTS

I, \_\_\_\_\_, employed by the City of Kingston in the Fire Dept. living at \_\_\_\_\_ do hereby \_\_\_\_\_ (write the word "release" to show you know what you are doing) the City of Kingston from its responsibility under the current and future collective bargaining units contracts to furnish health, prescription and major medical insurance policies for my protection and use [and for the protection and use of my family] (strike out bracket material if not applicable).

The City of Kingston .in return for such waiver, agrees to pay to me at the next payroll period in the month of January following my executing this release the sum of \$\_\_\_\_\_.

I understand that the City of Kingston has required me to furnish proof that from another source, I have health and major medical insurance protecting me [and protecting my family] (strike out bracket material if not applicable) and I have given such proof before I signed this release. I understand that perhaps such other insurance does not give the same protection to me [and protecting my family] (strike out bracket material if not applicable) and that insurance of the City of Kingston gives.

I also understand that once I make this choice to release the City of Kingston from giving health, prescription and major medical insurance that I can not be reinstated in the City's insurance program for this year. I also understand that my other source of health, prescription and major medical insurance could possibly be canceled during this year and could possibly leave me without insurance unless I decided to purchase it myself

I also understand that there are certain medical procedures including pregnancies, preexisting injuries or illnesses and other matters that might not be covered under the other insurance policy or if I decide at a later time to be again protected by the City's insurance that there may be a waiting period before payment for certain procedure will again be possible.

I understand that this release will continue until next December 31st and can not be changed by me until then.

I know that this paper is more than a receipt. It is a release. I am giving up my right to the City of Kingston paid health, prescription and major medical insurance.

I am signing this release because I am getting money and because I have other insurance. I have not been promised anything else.

I am satisfied.

I know this is a \_\_\_\_\_ (Write here "release').

Date: \_\_\_\_\_

By: \_\_\_\_\_ L.S. Witness: \_\_\_\_\_

**SCHEDULE C**

**FITNESS & WELLNESS STANDARDS**

- 3. Fitness Program Standards: All employees shall receive three-hundred dollars (\$300.00) added to their base pay for participating in the mandatory physical fitness/wellness program. The minimum standards for the program will be agreed upon by Local 461 and the City. Any changes to the standards shall be signed and dated by both the president of the union and the chief of the department and shall have force and effect of this contract.

Employees Obligations:

- 1 – Employees will be required to perform one half hour of workout time per *shift* worked.
- 2 - Employees shall keep accurate records of times and type of “workout” for each workout interval. (Cardio, Weight, or Combination of both)
- 3 - Employees that do not comply with the minimum standards by July 1<sup>st</sup>. of each year will be considered out of the program and not receive the incentive. Employees may not reenter the program until the following January 1<sup>st</sup>.

Employers Obligations:

- 1 – The City will bring in, at least twice a year, a physical fitness trainer for the purpose of instructing the members on proper “workout” techniques and a nutritionist to offer different dietary options and recommendations.
- 2 – The City shall make every opportunity to provide adequate time for the employees to engage in physical fitness training while on duty including rehab. (i.e. shower, change clothes, etc.)
- 3 - The City must allow any employee who is no longer eligible for the program the opportunity to re-enter the following January 1<sup>st</sup>.

President: \_\_\_\_\_

Chief: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE D**

Advanced Education & Training Program

1. All employees meeting one or more of the requirements of the “Advanced Education & Training Program” shall receive three-hundred dollars (\$300.00) added to their base pay.
2. The List the qualifications, in appendix “D”, shall be agreed upon by the union president and the chief of the department. Any changes to the “Advance Education & Training Program” standards shall be signed and dated by both the president of the union and the chief of the department and shall have force and effect of this contract.

Advanced Training & Education Eligibility List:

- Paramedic
- Advanced EMT
- NYS Code Enforcement Officer
- NYS Fire Investigator
- NYS Fire Instructor
- NYS Haz.Mat Technician
- Rescue Technician
- Child Safety Seat Technician
- CPR Instructor
- Scuba Certified
- EMD Certified
- 911 Cad Certified
- Fire Apparatus Maintenance Mechanic (Ex. Pierce, E-One, Certificate)
- NYS Certified Heavy Truck Mechanic
- Certified Diesel Mechanic Certified
- Personal Trainer
- Scott SCBA Technician
- College Credits – any 60 credits or 24 fire service credits

President: \_\_\_\_\_

Chief: \_\_\_\_\_

Date: \_\_\_\_\_

## **Schedule E**

### **24 Hour Procedures**

EACH 24HR. SHIFT WILL CONSIST OF A 10HR. AND A 14HR. SHIFT.

10HR. SHIFT WILL BE FROM 0700HR TO 1700HR.

14HR. SHIFT WILL BE FROM 1700HR. TO 0700HR. THE NEXT DAY.

AS OF 1/1/2015 ALL TIME WILL BE CONVERTED FROM DAYS TO HOURS

FOR SHIFT PERSONNEL, EACH DAY WILL BE WORTH 12HRS.

DAY WORKING PERSONNEL WILL CONVERT DAYS TO HOURS BASED  
ON HOURS WORKED (8HR , 10HR, ETC.)

TIME OFF WILL BE HOUR FOR HOUR. 10HR. SHIFT WILL REQUIRE  
10HRS. OF TIME ( VAC. SUPP. COMP. ETC..).

PARTIALS WILL ONLY BE ALLOWED IN 5HR. BLOCKS AND CAN ONLY  
BE TAKEN FROM 0700HR TO 1200HR; 1200HRS TO 1700HRS; OR FROM  
1700HRS TO 2200HRS.

SHIFT PERSONNEL WILL BE ALLOWED TO WORK A MAXIMUM OF  
38HRS. IN A ROW.

FIRST PICK VACATION WILL BE EITHER 3, 24HR SHIFTS (72HRS) OR 4,  
24HR SHIFTS (96HRS).

SECOND PICK VACATION WILL BE 1, 24HR SHIFT (24HRS).

KELLY DAYS WILL ONLY BE PAID OUT AND WILL NO LONGER BE  
TAKEN OFF IN TIME.

SPECIAL HOLIDAY LIST WILL STILL BE USED AS CURRENTLY STATED  
IN THE CONTRACT.

NEW SICK TIME POLICY WILL REQUIRE A DOCTORS' SLIP IF YOU ARE  
ON THE SICK LIST FOR MORE THAN 48HRS. IN A ROW.

OVERTIME WILL BE FILLED AFTER 12 NOON EACH DAY. OVERTIME  
WILL BE FILLED AS FOLLOWS:

PLATOON #1 WILL FILL OVERTIME FOR PLATOON #3

PLATOON #2 WILL FILL OVERTIME FOR PLATOON #4

PLATOON #3 WILL FILL OVERTIME FOR PLATOON #1

PLATOON #4 WILL FILL OVERTIME FOR PLATOON #2

A FULL 24HR. OVERTIME SHIFT WILL BE BROKEN DOWN INTO TWO  
SHIFTS, A 10HR. SHIFT AND A 14HR. SHIFT. EACH WILL BE FILLED  
SEPARATELY. PERSONNEL WILL BE ASKED IF THEY WANT THE  
OVERTIME FIRST, THEN WILL BE ORDERED BACK TO FILL ANY  
POSITION NOT TAKEN. IF ADDITIONAL OVERTIME EXISTS OR IF  
OVERTIME IS CREATED AFTER THE FILLING PLATOON IS NOT  
WORKING, THE FOLLOWING EXAMPLE WILL BE USED:

PLT.#4 IS WORKING WHEN FF SMITH OF PLT.#1 CALLS IN SICK. THIS  
CREATES AN OVERTIME POSITION ON PLT.#1. FIRST CALL PLT.#3  
PERSONNEL FOR AN ORDER BACK. IF NO ONE IS AVAILBLE, THEN  
CALL PERSONNEL FROM PLT.#2 FOR A ORDER BACK. IF NO ONE IS  
AVAILBLE, THEN PRESONNEL FROM PLT.#4 WILL BE ORDERED BACK  
TO FILL THE OVERTIME. AT ALL TIMES THE CALL BACK ROTATION  
WILL BE USED TO DETERMINE WHO TO CALL. IF FF SMITH REMAINS  
ON THE SICK LIST FOR THE SECOND HALF OF THE SHIFT (14HRS.) AND

STILL CREATES OVERTIME, PLT.#3 PERSONNEL WILL BE CALLED FIRST FOR THE ORDER BACK. IF NO ONE IS AVAILABLE, THEN PERSONNEL FROM PLT.#4 WILL BE CALLED FOR AN ORDER BACK. IF NO ONE IS AVAILABLE, THEN PERSONNEL FROM PLT.#2 THAT ARE NOT ALREADY WORKING WILL BE CALLED FOR THE ORDER BACK.