

Dear Brothers and Sisters,

This Collective Bargaining Agreement reflects several years of hard work by your Negotiating Team. The CBA extends from now to December 31, 2022. The contents are as follows:

CBA from 2009-2011,

Arbitration Award from 2011-2013,

Codes MOA from 2015,

Contract MOA from 2014-2017 (& Rescue Squad MOA),

Contract MOA from 2017-2022,


Paramedic MOA,

Quality Assurance Team MOA,

Salary Schedule,

If you have any questions please contact any member of the Executive Board. Thank you.

In Solidarity,



Robert A Mengel

President APPFA





**LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF ALBANY, NEW YORK**

**AND**

**ALBANY PERMANENT PROFESSIONAL FIREFIGHTERS ASSOCIATION  
LOCAL 2007, I.A.F.F., AFL-CIO**

**Period: 01/01/10- 12/31/11**



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THIS AGREEMENT signed this 1st day of \_\_\_\_\_, by and between the CITY OF ALBANY, NEW YORK (hereinafter referred to as the "CITY" and the ALBANY PERMANENT PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 2007, I.A.F.F., AFL-CIO (hereinafter referred to as the "UNION"), has at its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

#### **RECITALS**

WHEREAS, it is the desire of both parties to this Agreement to negotiate collectively with regard to terms and conditions of employment in order to avert disputes and secure harmonious cooperation within the limits of the laws of the State of New York.

WHEREAS, the Union affirms that it will not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

#### **ARTICLE 1 RECOGNITION AND AGENCY SHOP**

1.1 The City recognizes the Union as the sole and exclusive representative of all members of the Department of Fire as described herein: Firefighters, Lieutenants and Captains (Local 2007). The Union recognizes the Employer as having jurisdiction over the Department of Fire as is consistent with Chapter 42 Part 3 Article XI of the City Code adopted February 22, 2001 creating the Department of Public Safety.

1.2 The City shall extend to the Union, the right to membership dues deduction, pursuant to Section 208 of the Civil Service Law, so long as said Union shall remain the certified bargaining agent for Firefighters, Lieutenants and Captains, said dues to be remitted to the Union within five (5) days of deductions.

1.3 AGENCY SHOP - The Union shall be entitled to have deductions from the wage or salary of employees described in

Section 1.1 of this Article I who are not members of the Union the amount equivalent to the dues levied by the Union and the City shall make such deductions and transmit the sum so deducted to the Union. The provisions of this Section 1.3 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 which represents that employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

## **ARTICLE 2 HOLIDAYS**

2.1 Each uniformed member of the Department of Fire shall, regardless of sick time or vacation period, be paid for the following eleven (11) holidays.

NEW YEAR'S DAY	COLUMBUS DAY
MARTIN LUTHER KING'S BIRTHDAY	LABOR DAY
PRESIDENT'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY
ELECTION DAY	

2.2 Employees unable to work due to an on the job injury that qualified for Section 207-A benefits shall be entitled to all holiday pay.

2.3 All holiday pay shall accumulate and be paid the first pay period in December of the year.

2.4 A member of the bargaining unit who calls in sick the work day before, the day of, or the work day after a holiday listed in Section 2.1 of this contract, shall not be paid for that holiday unless illness is verified in writing by a physician, however, such verification need not be obtained prior to the member returning to work. The bargaining unit member shall have the option of producing written verification of illness from either the Department Surgeon, which shall be at the City's sole expense, or from the member's personal physician, which shall be at the member's expense.

2.5 Holiday pay shall be added to an employee's base pay for the purpose of calculating the employee's regular rate of pay for overtime purposes. Holiday pay shall be paid in a separate check.

**ARTICLE 3**  
**WORK SCHEDULES**

3.1.1 A uniformed member's work week shall consist of 24-hour shifts to average 40 hours per week over the course of a year.

3.1.2 Uniformed members assigned to the following headquarters positions shall work an 8 hour per day shift Monday through Friday, averaging 40 hours per week over the course of a year.

Fire Prevention	Quartermaster	EMS Assistant
Fire Investigation	Training Officer	

3.2 Any uniformed member who works more hours in a given week than the maximum provided under Section 1015 of the Unconsolidated Laws of the State of New York shall, within one (1) year at the discretion of the member, receive compensatory time off at one and one-half hours off or be paid for the overtime worked at one and one-half times the regular rate of pay provided that in the event a uniformed member shall be called back to duty, he shall be guaranteed a minimum of two (2) hours pay at one and one-half times the regular rate regardless of the time actually spent on duty.

3.2.1 Any uniformed member who receives compensatory time off in lieu of overtime pay shall use that compensatory time off within one (1) year of the date of its accrual. If that compensatory time is not used within one (1) year of the date of its accrual, that compensatory time shall be paid out at the pay rate at which it was accrued. Compensatory time off must be requested at least forty-eight (48) hours in advance, and must be taken in blocks of four (4) or more hours, and with regard to holidays, only one (1) such block per shift. When requested in less than a forty-eight hour notice, the granting of such time will be at the Chief's discretion. In his discretion, the Chief may grant additional blocks of compensatory time per shift, and the blocks may be less than four (4) hours. Compensatory time off for holidays must be requested at least seven (7) days in advance. No use of compensatory time will be permitted for Christmas Eve and Christmas Day.

3.3.1 In extraordinary circumstances requiring a call for mutual aid there should also be a reasonable effort to call back off-duty Firefighters for relief purposes. This section shall

not apply where the circumstances require specialized apparatus not maintained by the Department.

3.3.2 Any member called in pursuant to the provisions of Section 3.3.1 must be able to arrive within thirty (30) minutes of the call-in.

3.4 Working of Kelly Days - As provided in this section, a firefighter (which for the purposes of this section shall include officers) upon reaching his 15th anniversary shall be entitled to work two (2) "Kelly Days" per year. After the 20th year, a firefighter may work a third Kelly Day at the Chief's discretion.

3.4.1 Kelly Day Period - The two (2) Kelly Days that may be worked must fall during the following periods: -

1. May 24th to September 15th
2. November 17th to November 30th
3. December 18th to December 31st

3.4.2 Scheduling of Kelly Days Worked - An eligible firefighter may work up to two (2) of his regularly scheduled Kelly Days that fall during the above periods. Firefighters will select the Kelly Days that they wish to work and notify the Chief by January 1 of each year. If a firefighter does not have two (2) regularly scheduled Kelly Days falling during the above periods the following procedure shall be used:

1. By March 1, the Chief shall post three lists, one for each rank, which will show the dates within these periods which can be selected by eligible Firefighters who have only one regularly scheduled Kelly Day falling during the above periods.

2. From this list of available dates a firefighter can select a day only on a shift that neither immediately precedes or follows his regularly scheduled shift as illustrated below. Selections shall be made by seniority and grade. Selections must be made by April 15.

Regular Scheduled Shift	Permissible Shift to be Selected
A	C
B	D
C	A
D	B

3.4.3 For the year in which a firefighter reaches his 15th anniversary the following transition rules shall apply:

1. A Firefighter who reaches his 15th anniversary before May 24th shall be fully eligible to work two (2) Kelly Days as provided in this section.

2. A Firefighter who reaches his 15th anniversary on or after May 24th shall be eligible to work up to two (2) regularly scheduled Kelly Days that fall during the designated periods but, for that year only, he shall not be eligible for the rescheduling provision of section 3.4.2.

3.4.4 Discretionary Kelly Days - At the Chief's discretion a third Kelly Day may be worked by eligible Firefighters. In the event that the Chief chooses to do this, selections shall be made by seniority and grade.

3.4.5 Pay Eligibility - A Firefighter must actually work the days selected to be eligible to be paid for those days.

### 3.5 Pre-planned Overtime:

3.5.1 For the purpose of this Article, pre-planned overtime is defined as overtime that the Battalion Chief is aware of more than twenty-four (24) hours in advance.

3.5.2 It is the purpose of this Article to establish a system no later than January 1, 2003 or sooner, if possible, for the distribution of all pre-planned overtime hours among the members of the bargaining unit. Pre-planned overtime assignments shall be made in accordance with the procedure set forth herein.

3.5.3 Upon reasonable notice in writing to the Fire Chief, the Union will have the right to inspect all overtime records for the purpose of insuring that the distribution of pre-planned overtime is being maintained pursuant to this Article. In addition to showing the number of overtime hours worked per member, such records shall reflect the names, times and dates of calls made to members for overtime assignment.

3.5.4 The procedures set forth shall apply solely to overtime of twelve (12) hours or greater. It shall not apply in instances of scheduled overtime of less than twelve (12) hours, in which case strict seniority shall apply provided that the member has twelve (12) hours off prior to and after his/her

regularly scheduled 24-hour tour. In such an instance, the member will receive a no count for this shift.

3.5.5 An overtime list shall be established and maintained by the department by rank for Firefighters, Lieutenants and Captains. It shall be the responsibility of each member of the bargaining unit to provide the department with a single current phone number and the department will be required to phone only that number unless the member is working in the firehouse during the time the calls are made.

- a) Firefighters shall be eligible for the following overtime opportunity allocations based on their seniority as of January 1<sup>st</sup> of the year:

20 years or greater	5 12-hour overtime blocks
15 years or greater	4 12-hour overtime blocks
10 years but less than 15	3 12-hour overtime blocks
5 years but less than 10	2 12-hour overtime blocks
1 but less than 5 years	1 12-hour overtime blocks

- b) Lieutenants and Captains shall be eligible for the following overtime opportunity allocations based on their time in grade as of January 1<sup>st</sup> of the year:

5 years or greater	4 12-hour overtime blocks
2 years but less than 5	3 12-hour overtime blocks
less than 2	2 12-hour overtime blocks

### 3.5.6 Procedures for Pre-Planned Overtime

- a) Overtime will be awarded in twelve (12) hour blocks.
- b) Calls for pre-planned overtime shall be made during the shift that ends 24 hours before the shift of the overtime assignment (for example, calls for pre-planned overtime on C shift will be made during A shift).
- c) Pre-planned overtime will be awarded, by seniority, on rotating basis among the members in the highest seniority bracket enumerated in Article 3.5.5. provided the member has twelve (12) hours off prior to and after his/her regular scheduled tour.

d) When contacted, the member must accept or decline the overtime opportunity.

e) If all overtime opportunity allocations are filled in the senior bracket, or no members are eligible or available to work, the members in the next senior bracket shall be called, by seniority, on a rotating basis until all eligible members, by rank, have accepted or declined their eligible overtime allocation. The process shall then repeat.

f) If no one accepts the overtime detail, the position shall be filled by inverse seniority, using the junior eligible member of the appropriate rank from the opposite shift working the day of the calls. In such an instance, the member shall receive a no-count for that shift.

g) If a member accepts overtime but is unable to work it due to a job-related injury or job-related illness the accepted overtime shall not count against said member. Members of the Union Executive Board who have to decline overtime to attend a scheduled meeting, conference or convention shall not have that refusal count against them.

h) All members' overtime allotments shall begin at zero each year on January 1.

### 3.5.7 Procedures for Non-Pre-planned Overtime.

a) Overtime caused by a need to fill vacancies created by sick leave or injuries that arose less than 24 hours before the start of a shift, will be filled generally using the same list and rules established for pre-planned overtime.

b) Members will be called, if possible, between the hours of 0700-0800.

c) When contacted, the member must accept or decline the overtime opportunity.

d) If no member accepts the opportunity, the position will be filled by inverse seniority, using the junior eligible member of the appropriate rank, providing that member has twelve (12) hours off prior to and after his/her regular scheduled tour. In such an instance, the member shall receive a no-count for that shift.

### 3.5.8 General Rules.

a) If unable to fill a Captain vacancy, after all eligible Captains have been called, Lieutenants may be contacted. If unable to fill a Lieutenant vacancy, after all eligible Lieutenants have been called, Captains may be contacted.

b) A member who is off duty the entire shift prior to the overtime opportunity, or ends their shift on sick leave, is not eligible to be called.

#### c) Holiday Overtime

1) Holiday shall be defined as those days listed in Article 2.1 of this Agreement and Christmas Eve and New Year's Eve.

2) Holiday overtime shall be offered by strict seniority to members who have twelve (12) hours off prior to and after his/her regular scheduled 24 hour tour. In such an instance, the member will receive a no count for this shift.

3) Pre-planned Holiday overtime shall be called 6 days in advance of the holiday. The exception shall be Christmas Eve and Christmas Day.

#### a) Christmas Eve and Christmas Day

1. The department shall post a notice on or before November 15th to canvas members wishing to work Christmas Eve and/or Christmas Day.

2. Members wishing to work shall submit a Holiday Overtime Request form, denoting the shifts they are eligible and willing to work by December 1st.

3) Members submitting said forms will be called, by rank and seniority, to fill the overtime vacancies.

4) If not enough members have submitted to fill the available overtime details, the positions shall be filled by inverse seniority using the junior eligible member

of the appropriate rank from the opposite shift.

d) Member's assigned to Headquarters

1) Members assigned to Headquarters shall be eligible to work overtime from 2000 Friday to 0800 Saturday, 0800-2000 Saturday, 2000 Saturday to 0800 Sunday and 0800-2000 Sunday.

2) These members shall also be allowed to work Seniority overtime from 1600-2000 weekdays.

3) These members will also be eligible to work overtime on holidays on the 0800-2000 tour. Such members are also eligible for the 2000-0800 tour provided they are not scheduled to work at Headquarters the following day. These members shall also be eligible to work overtime from 2000-0800 on the eve of a holiday.

3.5.9 New hires shall be added to the overtime list upon the expiration of their probationary period. Lieutenants and Captains will be added to the appropriate overtime brackets upon promotion.

3.5.10 Where a member of the bargaining unit is inadvertently passed over by the department, then, that member of the bargaining unit shall be given first preference for the next available pre-planned overtime which occurs.

This remedy shall apply in the following instances: 1) a violation of seniority, in those instances where strict seniority applies, 2) where rank is violated, by a member of the inappropriate rank working an overtime opportunity or 3) where a member is skipped and fails to achieve that overtime opportunity by the end of the year. In these instances, the "old grievance remedy" of the aggrieved member working as an "extra man" shall apply. In this situation, the aggrieved member shall have the right to work on the date of their choosing, on a company assigned by the Battalion Chief with consent of the Fire Chief and/or his designees, within thirty (30) days of the date of settlement.

3.5.11 No member of the bargaining unit shall be assigned pre-planned overtime when the result would be that the member would work in excess of twenty-four (24) consecutive hours.

3.6 Mutuals: Each member of the bargaining unit shall be entitled to one hundred forty-four (144) hours of mutual exchanges of duty with other unit members of the same rank (i.e. Firefighter, Lieutenant or Captain) provided however, that no such exchanges shall result in a member of the unit working in excess of twenty-four consecutive hours. Such entitlement is per calendar year, and unused mutuals shall not be carried over into the following year. Upon request, the Chief may authorize mutuals in excess of the one hundred forty-four (144) hours. Absent prior approval from the Chief, no more than forty-eight (48) hours of mutuals will be used in conjunction with any Kelly Day or vacation. Mutuals will also be allowed involving members on the same shift with the consent of the Battalion Chief and the individual members.

3.7 A member's regular work schedule may be temporarily changed for a period not to exceed two (2) consecutive weeks annually for specialized training. Examples of the types of training intended are HAZMAT, rope rescue, and codes. First Line Supervisors School shall not count against the work schedule changes contemplated by this section. The change in the work schedule shall not be for training involving the essentials of firemanship, or the 100 hours annual routine training as presently required by the Office of Fire Prevention and Control. The schedule change shall result in not more than a forty (40) hour week, Monday through Friday, normal business hours such as Monday to Friday - 9:00 a.m. to 5:00 p.m., or Monday to Thursday -8:00 a.m. to 6:00 p.m. The City shall provide the member with not less than thirty (30) days notice of change to the member's schedule. The member's vacation time, Kelly time or other paid time off, shall take priority and shall not be changed if the same conflicts with the changed schedule. The work schedule change provided for herein shall occur not more than once annually, and shall not carry over from year to year.

3.7.1 Any member promoted to the rank of Lieutenant will be required to attend a Department-sponsored program for one (1) week, at eight (8) hours per day for five (5) days beginning the Monday after said member's promotion to Lieutenant. This will be in addition to the New York City school. The thirty (30) days notification referenced in Section 3.7 above will not be required with regard to the provisions of this section.

**ARTICLE 4**  
**FIRE HOUSE MAINTENANCE AND TELEPHONE**

4.1 Fire House maintenance shall not include painting, plumbing or electrical work and no Firefighter will be required to perform such work.

4.2 The City agrees to have New York Telephone company install a semipublic pay phone inside each fire station by June 1, 1978. The Union agrees it shall pay for the initial installation costs of said telephones and the City agrees that it will be liable for any and all monthly charges which are due and owing to New York Telephone for said phones.

**ARTICLE 5**  
**ACTING OUT-OF-TITLE PAY**

5.1 A Firefighter shall be compensated retroactively at the higher rate for any hours worked out-of-grade. A Lieutenant will receive out-of-title pay provided the Captain is absent more than one consecutive shift.

**ARTICLE 6**  
**SAFETY GEAR**

6.1 The City shall keep in inventory all safety gear, to prevent any shortages of the same.

6.2 All Firefighters (excluding civilian personnel) shall receive safety rubber boots, turnout coat with liner and bunker pants, suitable gloves for both summer and winter use, helmets, shields or goggles and face piece for SCBA.

6.3 The City agrees to replace all safety gear that becomes unusable through normal wear and tear in the course of duty and also safety gear that is destroyed, damaged or lost through no fault of the employee.

**ARTICLE 7**  
**SENIORITY**

7.1 Seniority determination - Seniority shall be determined, as of the date of the employee's appointment to the Fire Department.

Officer's seniority shall be determined as of the date of their Civil Service promotions occurring after May 1, 1978. If

two or more officers of equal rank are promoted on the same day, the officer holding the highest rank on the Civil Service list shall be senior. If such officers have equal rank on the Civil Service list then the officer with the greater length of service shall be senior. If the periods of service are of equal length then seniority shall be determined by lot.

7.2 Seniority to Prevail. Seniority shall prevail at all times in the Department of Fire with the exception of awarding of pre-planned overtime under the provisions of Article 3.5 of this Agreement which shall be implemented with the provisions of this Article notwithstanding. Further, it is recognized that the public safety shall not be jeopardized through artificial constraints resulting from the application of the principle of strict seniority.

7.3 Seniority Lists - The Chiefs Office will initiate and post in all fire stations an up-to-date seniority list every six (6) months and supply the union with copies. Officers' Seniority Lists shall include date of promotion, as well as the date or appointment to job. The Chief's Office shall supply the Union with a list of members recalled for overtime within five (5) days of said event.

## **ARTICLE 8 WORK FORCE CHANGES**

8.1 Lay-Offs and Recalls - All lay-offs and recalls after a lay-off shall be made in accordance with the Civil Service Law and the rules of the Civil Service Commission. If the Civil Service Law does not apply, then the principles of seniority as expressed in this contract shall apply.

8.2 Recalls - When emergency conditions so require, the recall of Firefighters shall be made on the following basis.

8.2.1 By seniority when practicable having due regard to the nature and circumstances of the emergency or

8.2.2 When the Chief determines that the public safety requires a more immediate response, the Chief may recall by using a special seniority list which will be maintained at Headquarters and which will contain the names of those Firefighters who live within an eight (8) mile radius of the location of "Old Steamer Engine 10" in the City of Albany. The City agrees to supply the Union with a copy of said special seniority list upon demand and to supply the Union with the

quarterly updated versions. The telephone numbers on the eight (8) mile radius list shall not be pager or beeper numbers. The numbers may be to an answering machine, but the caller shall not wait for any response.

Any member called in off the emergency recall list must be able to arrive within thirty (30) minutes from the call in order to accept the work.

### 8.3 Filling of Vacancies within Rank.

8.3.1 Permanent Vacancies - a permanent vacancy is one that occurs as a result of such things as the death, resignation, removal, reassignment, transfer, promotion, or permanent disability of a member. This is merely descriptive and not limiting.

8.3.2 Permanent Vacancies - Vacancies that are permanent shall be put out for bid by seniority. Where the vacancy is in a special unit, including without limitation, such examples as paramedics and arson investigators, who are required to have special qualifications beyond those attaching to the standard duties of a Firefighter, the Employer's posting of a job opening as required by Section 8.3.3 of this Article shall describe the opening and shall list in detail the specific, objectively verifiable criteria which the Employer requires to fill the position. Seniority shall prevail among the applications meeting the criteria listed.

8.3.3 Posting of Vacancies - Notice of any permanent vacancy which the Chief intends to fill shall be posted in all houses. The notice shall be posted for ten (10) calendar days prior to the date when the vacancy shall be filled. Any employee wishing to bid on such vacancy shall submit his request in writing during the posting period. A member may only rescind a bid up to 120 hours prior to the time the bid is awarded. Once a bid has been awarded, it shall be deemed irrevocable.

8.3.4 Temporary Vacancies - A temporary vacancy is one that may periodically occur as a result of such things as illness, vacation, leaves of absence or emergency situations. This list is merely descriptive and not limiting.

8.3.5 Filling of Temporary Vacancies - Long Term - A temporary vacancy that can reasonably be expected to last more than thirty (30) calendar days shall be put out for bid in

accordance with the Article, except that platoon seniority shall prevail over departmental seniority.

8.3.6 Filling of Temporary Vacancies - Short Term - Temporary vacancies that are not expected to last more than thirty (30) days shall be filled by the Department using the following procedure whenever practicable in light of manpower requirements and efficient operation of the Department. The Department shall go to the company where there is a surplus of members on that platoon and allow the members in that company to bid on the opening. If no one bids on said opening, the Chief may take a junior member or members from said company and use him or them to fill the vacancy.

8.3.7 Inverse Seniority - If the bidding procedure does not produce an employee to fill a vacancy then the vacancy shall be filled by inverse Departmental seniority. When inverse seniority is used to fill a vacancy, the member who fills said vacancy shall retain his or her permanent position from where he or she has moved until such time that the member can return to their position.

8.3.8 Filling of Vacancies - Within fourteen (14) days of the creation of a vacancy expected to last more than thirty (30) days, the City shall post said vacancy for bid in accordance with Article 8.3.3.

8.3.9 Selection of Aides - The selection of aides for the Chief, Deputy Chief and Battalion Chiefs shall be the prerogative of the individual Chief.

8.3.10 Intra-Company Changes - Nothing in this Article will be construed to prevent the Captain of each house from making transfers between platoons within his company when the good management of that company so requires.

8.3.11 Company Preference - An individual on that company, on that shift, at the rank of Firefighter, will have preference to bid on the open "Kelly Day" which results from the vacancy. This will be done by seniority if more than one member of that shift requests the open "Kelly Day". Vacancies occurring in a company platoon shall be offered first on the basis of seniority to members of other platoons within that company prior to posting any vacancy notice. This preference shall apply only to intra-company transfers and not to transfers between companies of the same house.

8.4.1 Filling of Vacancies - Out of Title - Vacancies that are to be filled by an out-of-title assignment shall be filled generally in accordance with this Article with the following consideration prevailing. Permanent and long term temporary out-of-title vacancies expected to last more than thirty (30) days shall be filled from the appropriate existing eligible list within fourteen (14) days of the creation of a vacancy by selecting from the four persons standing highest on such list.

8.4.2 In the event of an Officer's unanticipated absence, not to exceed three (3) working days, the Senior Firefighter shall be in charge of the company. The Senior Firefighter may defer to a Junior Top Grade Firefighter.

8.5 Limitation on Bidding - The employer shall not be required to fill a biddable vacancy within a company or house with an employee who was selected to fill such vacancy within the six (6) calendar months immediately preceding the close of the bidding period.

8.6 Probationary Employees - Any employee serving a probationary period may be assigned to any vacancy through the Department, from time to time, at the discretion of the Chief. At the end of the probationary period the employee shall be permanently assigned to a position for which no other Firefighter has bid.

8.7 Reduction in Force - When there is to be a reduction in force in a company requiring assignment of an extra man to a vacant position in another company, the junior man in the first company shall be the one assigned to that vacancy. The man so assigned shall not be subject to the six-month limitation of Section 8.5 with respect to bidding on future vacancies.

8.8 Newly created jobs or positions shall be permanent positions, with all applicable parts of this contract thus applying, if they are created and exist for a period beyond thirty (30) days.

8.9 Any employee on an unpaid leave of absence for more than one year will forfeit their bid position.

## **ARTICLE 9 VERBAL ORDERS**

9.1 Verbal orders concerning policy matters involving all personnel of the Department of Fire and issued by the Chief of

the Department will be confirmed in writing within three (3) Chief's Office working days and posted in each station to become part of the permanent record. The Union will be supplied with a copy.

**ARTICLE 10  
PERSONAL LEAVE TIME**

10.1 Each firefighter shall be entitled to personal leave time to be granted at the discretion of the Chief. Request for personal leave shall not be arbitrarily denied. The leave shall be used for urgent personal matters which cannot be attended to outside the employee's work schedule. Firefighters granted personal leave for a complete shift, regardless of their schedule, will not be eligible to work overtime until they return to their next scheduled shift. A Kelly Day shall count as a scheduled shift.

**ARTICLE 11  
LEAVE OF ABSENCE**

11.1 Uniformed members of the Department of Fire shall have a right to a leave of absence.

11.2 All leaves of absence shall be subject to the manpower needs of the Department of Fire as determined by the Chief.

11.3 No uniformed member shall forfeit seniority rights accrued prior to his leave of absence upon return to service with the Department of Fire. An employee will not accrue seniority during any period of unpaid leave of absence of more than a year and the period of the leave will be added to their seniority date.

**ARTICLE 12  
VACATIONS**

12.1 Vacations shall be apportioned throughout the year. Notice of commencement of the vacation pick procedure shall be given in the first week of October, preceding the year in which the vacation is to be taken, and the vacation pick procedure shall be completed by November 15 of said year. A member may bid for vacation that they will have earned and accrued as of December 31 for use during the following year. The City agrees that twelve (12) members per shift, including Battalion Chiefs and Paramedics assigned to paramedic units, shall be allowed to

pick vacations and to be off on vacation at the same time. This will be true irrespective of the "banking" provisions of Section 12 and irrespective of any other reason why other members may be off. Thus, if a member picks a particular vacation day but then decides to "bank" and work it, this member is not counted as one of the twelve (12).

12.2 The right to a vacation period vests immediately upon the assumption of the duties of a firefighter. Such vesting shall accrue in proportion to that part of a full year served at the time vacation is taken, provided that no firefighter shall take more than three vacation periods in any calendar year. Vacation periods shall run on consecutive days. If a member chooses to take three vacation periods, one of the three periods must be for a minimum of two (2) consecutive 24-hour work shifts and, must fall outside the Kelly Day periods specified in Article 3.4.1.

12.3 Vacations shall be picked by departmental seniority from date of hire, on each platoon. In event of transfer, the subject employee shall have a new pick from the vacation periods still unpicked on his new platoon and company. Requests for change of vacation selection shall be granted if (a) there is no conflict with an existing pick at that platoon and company and (b) there is no interference with operations of the Department.

12.4 Kelly Days - If, because of transfer, the Chief assigns a new Kelly Day which conflicts with that employee's vacation, he, or she will get an extra day off.

12.5 In computing vacation entitlement, fifteen or more days' service in one month shall be deemed a full month's service. No credit shall be granted for less than fifteen day's service in one month.

12.6.1 The employer will compensate an employee at separation from service for unused vacation leave, Kelly Days, longevity, holiday pay, which were accrued prior to separation, provided that the employee gives at least fourteen (14) calendar days written notice of termination. Firefighters on 207-a pay will receive holiday pay and vacation entitlement as in the past. If this notice is not provided to the employer in a time specified, the employee may not receive their check for up to fourteen days after date of retirement.

12.6.2 Firefighters who are unable to work due to an injury or illness placing them on long-term section 207-a

General Municipal Law leave, for two years or more, shall receive a maximum unused vacation entitlement of two years allowance. The firefighter shall in addition be paid any portion of the 240 hour bank referred to in Article 12.9 of the Collective Bargaining Agreement which was earned prior to being placed on Section 207-a, General Municipal Law Leave.

12.7 Leaves of absence without pay or a resignation followed by reinstatement or re-employment in City service within one (1) year shall not constitute an interruption of service for computing vacation entitlement, provided that subject employee shall not accrue vacation entitlement during the period of such leave or separation.

12.8 Employees shall accrue entitlement to vacation to be taken the next calendar year at the following rates:

FOR FIELD UNITS

Length of Service	Vacation Entitlement
Less than 12 months	One and one third calendar days per month, to be taken in the calendar year following that in which employment begins.
Less than 3 years	144 hours, to be taken as six 24-hour work shifts.
More than 3 years, but less than 20 years	168 hours, to be taken as seven 24-hour work shifts.
20 years or more	192 hours, to be taken as eight 24-hour work shifts.

FOR HEADQUARTERS STAFF

Length of Service	Vacation Entitlement
Less than 12 months	One and one third calendar days per month, to be taken in the calendar year following that in which employment begins.
Less than 3 years	144 hours, to be taken as eighteen 8-hour work shifts.

More than 3 years, but less than 20 years	168 hours, to be taken as twenty-one 8-hour work shifts.
20 years or more	192 hours, to be taken as twenty-four 8-hour work shifts.

Headquarters Staff (Monday-Friday) may take single vacation days.

12.9 In accordance with the procedures set forth herein, a member may bank up to two hundred forty (240) work hours per career if he works his vacation. Employees who elect to bank any vacation days shall be compensated upon death, retirement, resignation or separation from service for any reason. Employees or their beneficiary shall be paid by check for such accumulated vacation credits at their applicable rate of pay at separation.

Only vacations chosen in accordance with this Article that occur during one of the "Kelly Day Periods" specified in Article 3.4.1 may be banked. If more than one (1) day is to be banked, they must be consecutive within a chosen vacation period. Only full shifts may be banked. If an employee selects a vacation day to be banked, he must actually work that day. If he does not actually work that day, he loses the day both as a bank day and as a vacation day.

**ARTICLE 13  
FUNERAL LEAVE**

13.1 Bereavement leave of three (3) consecutive calendar days will be granted for death in the immediate family or personal household, provided the member attends the funeral. Leave shall run from notice of death, and is inclusive of vacation time, compensatory time, personal leave or days off, provided, however, that no employee shall have to return to work on the day of burial.

13.2 Immediate family shall be defined as spouse, child, parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents, grandparents-in-law, or grandchild, provided that the member is living with his spouse at the time of the death of any listed member of the spouse's family. Immediate family shall also include foster or step relatives who are in the same relationship with the member as the direct relatives listed above.

13.3 The Fire Chief or his designee may grant funeral leave to a Firefighter for the day of funeral of any person not

in the member's immediate family or personal household, subject to such limitations as the Chief may deem appropriate.

13.4 Members may be required to present the Chief or his designee with proof of death and/or proof of immediate family or personal household status.

**ARTICLE 14**  
**ENTRY LEVEL SALARY PROGRESSION**

14.1 Expressed as a percentage of Top Grade, which is equal to 100% entry level salaries shall progress as follows:

Year of Service	% of Top Grade
During First Year	65%
During Second Year	70%
During Third Year	80%
During Fourth Year	90%
During Fifth Year and Beyond	100% Top Grade

This provision shall not be used to diminish the salary of anyone on the payroll upon the date of execution of this agreement.

**ARTICLE 15**  
**SALARIES**

15.1 Salaries shall be as stipulated in Appendix "A" hereto. Effective and retroactive to January 1, 2010, each step on the salary schedule shall be increased by 2.0%; effective and retroactive to January 1, 2011, each step on the salary schedule shall be increased by 2.0%.

15.2.1 Each employee shall have added to his annual salary the following sums after the completion of the following years of service respectively:

Length of Service	Longevity Amount
5 Years	\$1600
10 Years	\$1800
15 Years	\$2050
20 Years	\$2350

21 Years	\$2600
22 Years	\$2850
23 Years	\$3100
24 Years	\$3350
25 Years	\$3600

15.2.2 Longevity payments will be made once a year on the Firefighter's anniversary date in a separate check. Longevity payments shall be added to an employee's base pay for the purpose of determining the employee's regular rate of pay.

15.3 Weekly salary shall be calculated by dividing the annual salary by 52.

**ARTICLE 16  
CIVIL SERVICE EXAMINATIONS**

16.1 The City shall request that the Municipal Civil Service Commission schedule an examination whenever the existing list has expired, is exhausted, or otherwise terminated. The City agrees to do all that is necessary on its part to insure Civil Service eligible lists for all titles are continuously in place, without lapse interruption.

16.2 If other than the top name on an entrance or promotional list is selected for appointment or promotion, the Fire Chief must show to the Union, in writing, his reasons for not appointing or promoting the top name. This Section shall not be subject to a grievance procedure.

**ARTICLE 17  
LEGAL APPEARANCE / JURY DUTY**

17.1 A bargaining unit member required to testify during off-duty hours in a legal proceeding in connection with his duties as a Fire Department employee shall be compensated for the time so spent at a rate of one and one-half times his normal rate of pay. No additional compensation shall be paid to bargaining unit members who make such appearances while on duty; on-duty legal appearances in interest arbitrations, grievance arbitrations and Public Employment Relations Board proceedings, except when the member's testimony is required by the employer. An employee serving as an expert witness in a proceeding on behalf of a private party is not entitled to the benefits of this clause.

17.2 Jury Duty

17.2.1 A member who is called to jury duty shall be required to notify the Fire Chief within 48 hours from receiving a notice for jury duty by providing a copy of such notice to the Fire Chief. Jury duty shall include either Grand Jury, Civil Jury or Criminal Jury both in Federal or State court. In the event the member is placed on a jury standby schedule and not required to be present in court, the member shall report to work as scheduled and if notified to report to court shall immediately notify the Fire Chief's office.

17.2.2 In the event a member is required to be present in court pursuant to the jury duty notice while his/her shift is scheduled to work, such member shall be excused from work with no loss of pay or benefits. The excusal from work shall include tours for which his/her shift is scheduled to work any part of the calendar day that he/she is required to attend court as a member of a jury working on a case before the court. A member will also be excused for the remainder of his/her scheduled tour if he/she is chosen for a jury and will begin service as a juror the following calendar day. If a member's jury service ends on his/her regularly scheduled tour, the member will be required to return to work. As a condition of eligibility to the benefits provided herein, the member shall provide to the Chief the certification of jury duty indicating the dates and times the member was present in court for jury service.

17.2.3 The member shall reimburse the City any per diem payment received from the court system for each day that they are excused from duty and paid by the City.

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

**ARTICLE 18**  
**LEAVE OF ABSENCE FOR**  
**UNION REPRESENTATIVES**

18.1 All members of the Union Negotiating Team, to a maximum of four (4) persons, shall be given time off for negotiations with the City of Albany.

18.2 The President of Local 2007 shall be given ten (10) work days' leave of absence with pay each year for the purpose of attending conferences or meetings pertaining to his union activities. He may take those days in blocks of four (4) hour periods. The Union President shall receive, in addition to the above, "Chief's time" for activities which in the opinion of the Chief benefit the Department.

Effective January 1, 2006, up to four (4) registered delegates of the Union will receive full release time with pay to attend State Convention, State Legislative Conference, State Health and Safety Conference, International Health and Safety Conference, International Legislative Conference, and the International Firefighters' Convention. This release time will be in addition to other release time provided for in the contract.

18.3 Labor Management Committee - Up to two unit members on duty will be released from duty without loss of pay to attend such meetings of the labor-management committee as may be called. This section does not guarantee paid leave to any unit member, it does require that persons on duty will be assigned to attend the labor-management committee meeting.

18.4 Release Time - For the purpose of union meetings or the investigation and processing of grievances, there shall be a block of 216 hours per year of released time for union officers to be released from duty. For Union meetings the President of the Union shall advise the Chief in writing of the individual to be so released not less than forty-eight hours before the start of the tour of duty in question which is not to exceed 4 hours in a 24-hour period. This shall be limited to no more than one union officer per tour of duty.

A union officer shall be given release time to investigate and process a grievance if it occurs during his tour of duty.

18.5 In the event of a line of duty death by a member, up to three (3) designated members of the Executive Board will be allowed five (5) consecutive calendar days off with pay commencing with the day of death.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

19.1 Right to Present Grievances - Notwithstanding any provision herein, individual employees may present their own

grievances to the Employer and have them adjusted without the intervention of the Union officer; provided, however, that the Employer has given the Union officers notice and an opportunity to be present at such adjustment. In no event shall any adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

19.2 Release Time to Present Grievances - An employee and his representative shall have such time off from their regular duties as may be necessary for the presentation of a grievance, without loss of pay or time credits.

19.3 Informal Resolution of Grievances - Every Firefighter shall have the right to present grievances in accordance with the procedures provided in this Article. The informal resolution of differences or grievances is urged and encouraged to be done at the lowest possible level of supervision.

19.4 Definition of Grievance - a grievance shall mean a claimed violation, misinterpretation, or inequitable application of any existing rule, procedure, law or regulation covering any items mentioned in this contract or covering any other item which affects the "terms and conditions" of employment of members of the bargaining unit. "Terms and conditions" of employment shall be defined as those terms are defined in the Taylor Law. Questions concerning a firefighter's eligibility for 207-a benefits or concerning entitlement to pay or any other benefit under Section 207-a shall be heard under the procedures set forth in Appendix E.

#### 19.5 Grievance Procedure

Step 1. The employee or the Union shall present the grievance orally or in writing to the employee's immediate supervisor within 14 days of the occurrence of the grievance. If the grievance is submitted in writing to the immediate supervisor, the supervisor shall present his written answer within four (4) days. If the Union is not aware of the grievance, the 14-day limit shall be extended by six (6) days.

An employee shall have the right to discuss his grievance with his Union representative before any discussion takes place with the supervisor. Any discussion with the Union representative at this step shall take place at the firefighter's work place. Nothing in this section shall be construed to permit an employee from refusing to respond to a call with his company.

Step 2. If the grievance is not satisfactorily settled at Step 1, the employee or the Union shall have 14 days to appeal to the Chief. The 14 days shall run from the date of receipt by the employee or the Union of the immediate supervisor's written answer or if no answer was forthcoming, the date from which such answer was due.

The Chief shall meet with the employee or the Union within five (5) days of receipt of grievance. If the grievance is not satisfactorily adjusted at this meeting the chief shall, within seven (7) days thereafter answer the grievance, in writing.

Step 3. If the grievance is not satisfactorily settled at Step 2, the employee or the Union shall have seven (7) days to appeal to the Mayor. The seven (7) days shall run from the date of the receipt by the employee or the Union of the Chief's written answer or seven (7) days from the date such decision was due. The Mayor shall make such investigation as he deems appropriate and notify the employee or the union in writing of his decision within ten (10) days of the date the grievance was presented to him.

Step 4. If the grievance is not satisfactorily settled at Step 3, the employee or the Union may submit the matter to binding arbitration pursuant to Article 20 of the contract.

#### 19.6 Matters Relevant to Grievance Procedure

19.6.1 The time limits set forth in this article are of the essence. They may, however, be extended by written agreement of the parties. The failure of the Union or the employee to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth will entitle the Union to proceed to the next step of the grievance procedure.

19.6.2 "Days" shall mean calendar days. In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Chief by the Union. Written answers, correspondence, or other papers comprising the grievance, shall be included with the grievance form at Steps 1 and 2.

19.6.3 All grievances or answers shall be hand delivered to the employee, Union, representative on duty, supervisor, Chief's office, or Mayor's office, as the case may be and this

delivery shall constitute presentation of the grievance or answer.

**ARTICLE 20**  
**ARBITRATION**

20.1 Either party may submit to binding arbitration pursuant to the then obtaining Voluntary Arbitration Rules and Procedures of the New York State Public Employment Relations Board, an unresolved grievance. A grievance shall be defined as in Article 19, Section 19.4.

20.2 The parties shall share equally the arbitrator's fees and expenses, except as provided in Article 19.4 and Appendix E.

20.3 The arbitrator shall have no power to add to, subtract from or modify the terms of this agreement.

20.4 The contract grievance panel shall be the same panel that hears disciplinary arbitrations under Section 21.4.3.

20.5 Arbitrators shall be requested to render their decision within thirty (30) calendar days of the date that the arbitration hearing was concluded, or within thirty (30) calendar days of the submission date of any briefs, should such be required.

**ARTICLE 21**  
**DISCIPLINE**

21.1 Exercise of Rights

21.1.1 No employee shall be disciplined or otherwise removed except in accordance with the provisions of this Article. Notwithstanding this provision, a newly hired probationary employee may be disciplined or removed without written charges or a hearing in the first year of his/her appointment provided that the probationary employee is given the reason for discipline or removal in writing. Said discipline or removal shall not be subject to arbitration.

21.1.2 An employee against whom a disciplinary action or measure is pending may elect to follow Sections 75 and 76 of the Civil Service Law or the procedure set forth hereunder. The employee's selection of one shall preclude the use of the other.

21.1.3 A disciplinary measure may be imposed upon any employee for misconduct or incompetence. Where the charge of misconduct or incompetence arises from off-duty conduct such conduct shall be related to the employee's responsibilities as an employee. Such disciplinary measures shall consist of one or more of the following: oral reprimand, written reprimand, suspension, loss of leave credits, demotion or discharge.

21.1.4 Whenever the Employer seeks imposition of any of the above, the employee shall be served a written notice of the specific charges brought against him and the proposed penalty. The notice of discipline shall contain a detailed description of the charges, including dates, times, and places. A copy of the charges shall be sent to the Union at the same time it is sent to the employee.

21.1.5 No disciplinary action or measure shall be imposed upon an employee prior to the exhaustion of the appeal procedure set forth herein. An employee may, however, be suspended without pay pending the outcome of such proceedings only if the Employer determines that there is probable cause to believe that the employee's continued presence on the job represents an actual danger to persons or property, or would severely interfere with operations. Suspensions without pay may not exceed thirty (30) calendar days. An employee shall not be entitled to pay, however, during any period in which the Union or the employee is not ready to proceed, or the hearing is adjourned at the request of Union or the employee or the Union or the employee obtain a stay of arbitration. If employee is suspended without pay, the determination shall be reviewable by an arbitrator. Before any suspension begins, the disciplined employee, upon his request, will be allowed to discuss the matter with the Union steward or other authorized representative of the Union before he may be required to leave the premises or his duty assignment. The Employer will make an area available for this purpose. Disciplinary charges shall be served within ten (10) work days of any official verbal notification.

## 21.2 Appeals Procedure

21.2.1 An employee against whom disciplinary charges are brought shall have right to appeal such action. Upon receipt of such notification, an employee shall have eight (8) calendar days to file with the Fire Chief a written response to the charges, a copy of which shall be sent to the Union. The employee, in his response may deny the charges or may admit the charges and accept the penalty proposed or admit the charges but

reject penalty proposed. Should the employee deny the charges, or admit the charges, but reject the penalty proposed, he shall also include in his response whether he desires to utilize Sections 75 and 76 of the Civil Service Law or the procedures set forth in this Article, whether he desires to be represented by the Union or his own attorney.

21.2.2 Except as provided in Section 21.1.5 of this Article, it is understood any penalty proposed may not be implemented until the employee:

(a) fails to file a response within eight (8) calendar days of the service notification of discipline, or

(b) having filed a disciplinary grievance response, fails to file a timely appeal to arbitration or a request for a Civil Service hearing, whichever the case may be, or

(c) having appealed to arbitration, until and to the extent that it is upheld by disciplinary arbitrator.

21.2.3 In any case where an employee, in his response to the charges, disagree with the penalty proposed or denies the charges brought against him, the Fire Chief or designee shall meet with the Union Grievance Committee within ten (10) work days of receipt of the employee's response in an effort to resolve the matter. Any settlement should be reduced to writing. Under no circumstances may an employee be required to execute a settlement without being afforded a reasonable opportunity to have a representative of the Union or his own attorney present. A copy of any settlement shall be provided to the Union.

21.2.4 If the matter is not resolved at the meeting with the Fire Chief or his designee, then the employee, within five (5) work days of the date the meeting is held, may file for arbitration as provided for under Article 20 of this Agreement, or request a Civil Service hearing, whichever the case may be.

21.2.5 Disciplinary arbitrators shall confine themselves to determinations of whether an employee is guilty or innocent of the charges being brought against him, and whether the proposed penalty is arbitrary or capricious. Such arbitrators shall neither add to, subtract from nor modify any provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension pursuant to 21.1.5 of this Article shall be final and binding upon the parties. If the arbitrator, upon review, finds

probable cause for the suspension, he may consider such suspension in determining whether the proposed penalty is arbitrary and capricious.

### 21.3 Rights of the Parties

21.3.1 Either may inspect and copy, upon request, any written statement of witnesses or records which are relevant to the disciplinary charges and which are in the possession of the other party in advance of the date of such proceeding.

21.3.2 The Grievance Committee Chairman, the local Union President or his designee, the aggrieved employee, and necessary employee witnesses shall not suffer any loss of time or pay, or be required to charge accrued leave credits as the result of time spent in any disciplinary hearing or arbitration proceeding, during their regular work hours.

21.3.3 No employee shall be coerced or intimidated, or suffer any reprisal, either directly or indirectly, including charges that may adversely affect his hours, wages, or working conditions, as a result of his exercising the rights guaranteed by this Agreement.

21.3.4 Work shift changes or re-assignments shall not be made for the purpose of imposing discipline, except in cases of demotion. In cases where criminal charges are pending against an employee, the effect of which may seriously affect the employee's ability to carry out the responsibilities of his job assignment, such temporary changes may be made, but only until final disposition of the matter is made by appropriate court action.

21.3.5 No employee shall be brought up on disciplinary charges for acts which occurred more than one (1) year prior to the serving of disciplinary charges upon him, except that the above limit shall not apply to acts which, if proved in a court of appropriate jurisdiction would constitute a crime.

### 21.4 Disciplinary Arbitration Procedure

21.4.1 When an employee chooses to file for arbitration in a disciplinary matter under 21.2.4 of this Article, the following procedure shall apply.

21.4.2 The employee or the Union on his behalf shall send a notice of demand for arbitration and a copy of the grievance

by registered or certified mail to the Fire Chief, to the Corporation Counsel and to the Union's attorney, all at the addresses listed in Appendix "D".

21.4.3 Arbitrations under this section shall be heard by one of the arbitrators, who shall serve in rotation in the order named as appears in Appendix "C" and according to the procedure described below:

When a demand for arbitration has been filed, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. If that arbitrator is unable to provide a date within thirty (30) days of his or her appointment, the parties shall contact the next arbitrator on the list and shall continue to do so until they reach the first arbitrator who is able to schedule a hearing within thirty (30) days of his or her appointment. That person shall serve as arbitrator and shall have full power to hear and determine the matter as provided in this Agreement.

21.4.4 Arbitrators shall be requested to render their decision within thirty (30) calendar days of the date that the arbitration hearing was concluded, or within thirty (30) calendar days of the submissions date of any briefs, should such be required.

21.4.5 No arbitrator functioning under this Section shall have the power to amend, modify, or delete any provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties, who shall share equally the fees and expenses of the arbitrator.

## **ARTICLE 22 LABOR MANAGEMENT COMMITTEE**

22.1 Labor Management Committee shall be established within thirty (30) days of the signing of this Agreement. The Committee shall consist of up to four (4) members appointed by the Union and up to four (4) members appointed by the City.

A meeting may be requested by either party and shall be held within ten (10) days of the request, at a time and place mutually agreed-upon. Meetings shall not be held more frequently than once in each calendar month unless the parties have agreed to the holding of such an additional meeting. Up to two (2) unit members will be released from duty without loss of pay to attend such meetings.

The Committee shall consider matters of mutual concern pertaining to improvement in working conditions, morale, and safety, as well as occupational education and welfare.

Official minutes of the meeting shall be taken.

**ARTICLE 23  
UNIFORMS**

23.1 The City shall supply the required uniform to each member. The City shall replace all uniforms becoming unusable through normal wear and tear in the course of duty and also uniforms seriously damaged or destroyed in the course of duty.

23.1.1 Each new member shall be issued 2 pair of pants, 2 long sleeve shirts, 2 short sleeve golf shirts, and 1 pair of uniform shoes. These items will be replaced as needed at no cost to the member.

23.2 The City shall issue to each bargaining unit member one full dress uniform, and one full dress uniform to each new firefighter upon completion of Training School. After promotion to Lieutenant, the City will issue a dress uniform coat to the promoted member. Upon promotion beyond Lieutenant, the City will issue new insignias to the promoted member and will pay for the insignias' application. The City will not pay for replacement or alteration of the uniform once issued by the City.

23.3 In addition to the uniform replacement provided for in Article 23 of the contract, an annual uniform maintenance allowance will be payable to each member the first pay period in July of each year as follows:

7/1/07	7/1/08	7/1/09
\$250.00	\$350.00	\$450.00

**ARTICLE 24  
SAFETY COMMITTEE**

24.1 A safety committee shall be created which shall consist of one man designated by the Union and one man designated by the City. A firefighter shall report any safety problems which he discovers to his supervisor officer, and if no action is taken within a reasonable time, he shall then report it to a member of the safety committee.

The safety committee shall investigate and report their findings to the Chief. The Chief shall then take prompt and appropriate action upon receipt of the report.

24.2 Since all Albany Firefighters are presumed to be subject to duty 24 hours per day, 7 days per week, any action taken in the City of Albany by a member of the Department on his time off, which would be appropriate if taken by an Albany Firefighter or officer on active duty, if present or available, shall be considered official action, and the Firefighter shall have all the right to benefits concerning such action as though he were then on active duty. In the event that an employee is faced with a civil claim arising out of an incident in the City of Albany related to his service with the Department (except acts of willful misconduct or gross negligence), the City will provide legal counsel for his protection and hold him harmless from any financial loss.

**ARTICLE 25**  
**BULLETIN BOARDS**

25.1 Reasonable space shall be provided in each house for bulletin boards for the use of the Union.

**ARTICLE 26**  
**MEDICAL ATTENTION**

26.1 An employee taken sick or injured while on duty may choose to go to either the Fire Department physician or to the Emergency Room of any hospital in the City of Albany. The employee shall have the right to go immediately but must notify his superior that he will be gone. The City shall be responsible for the Emergency Room expenses incurred because of job related illness or injury that are covered by Workers Compensation or 207-a of the General Municipal Law.

**ARTICLE 27**  
**HEALTH INSURANCE**

27.1 Health Insurance. If the City wishes to change the existing health insurance plan, the City shall present proposals to the Union for discussion and possible agreement on these proposals. If no proposal is agreed upon, then an expedited arbitration will commence with an arbitrator to be chosen from the list of disciplinary arbitrators. The issue of the

arbitration will be whether the new City proposal grants substantially equivalent coverage to members of the bargaining unit. The arbitrator's decision will control as to whether the City has the right to make any such change.

27.2 Employees hired after May 14, 1986 shall pay to the City 10% of the cost of their individual health insurance plan and 25% of the cost of any family plan that they choose to belong to. Commencing January 1, 2006, all members with eight (8) years or more of service shall not have to pay said costs.

27.3 Effective 1/1/93, the benefits offered under the existing Blue Cross/Blue Shield Wraparound Plan (#7182) and the Blue Cross/Blue Shield GHI Prototype (#7183) shall be continued in force with the following modifications:

(a) A utilization review management process shall be instituted with:

1. Pre-certification component with utilization review;

2. Mandatory second surgical opinion; and

3. Mental health/substance abuse inpatient utilization review.

(b) There shall be mandatory mail order for custodial/maintenance drug.

(c) There shall be mandatory generic substitution for prescription drug coverage.

(d) Prescription drug co-pay shall be \$7.00

(e) Inpatient and outpatient psychiatric and substance abuse coverage shall be reduced to minimum NYS level (See Appendix B).

27.4 Immediately upon the effective date of this Agreement, the City shall undertake those steps necessary to adopt for the members of the bargaining unit the provisions of Section 125 of the Internal Revenue Code for all benefits, including but not limited to Health Insurance contributions, unreimbursed medical expenses and the cost of dependent care.

27.5 Any health insurance provided by this Agreement will

continue to be provided to the surviving spouse and eligible dependents of any employee who dies as the result of a job-related injury or illness at no cost to the surviving spouse or dependents, until the death or remarriage of the surviving spouse or the dependents no longer qualify.

A member who qualifies for a job-related death benefit pursuant to the New York State Retirement and Social Security Law will be presumed to have died as a result of a job-related injury or illness.

27.6 Employee Assistance Program and Substance Abuse Screening. The parties agree to implement the Employee Assistance Program (E.A.P.) and substance abuse procedures as set forth in a memorandum agreement that is executed contemporaneously with this agreement.

27.7 Effective January 1, 2007, any employee who can show health insurance coverage under a spouse's or other's health insurance may opt out of a City health insurance plan and receive annually \$1,500.00 for opting out of an individual plan and \$3,000.00 for opting out of a family plan. Employees who opt out of a City plan in mid-year will receive a pro-rated amount of the buy out for that year. Employees who opted out of a City plan and wish to be reinstated in mid-year may do so, but a pro-rated amount of the buyout received during that year must be paid back to the City. Opting out or opting in of a City health insurance must be done in accordance with the terms and conditions of the particular health insurance plan and the City's personnel policies and procedures.

**ARTICLE 28**  
**COPY OF CONTRACT**

28.1 A copy of the contract shall be supplied by the City to each member of the Department. The cost of publishing the contract shall be borne equally by the City and the Association with all printing being performed in a Union shop and with the letting of contracts for such work being subject to the legal restrictions regulating the Employer's solicitation of bids and placement of orders.

28.2 Rule Book Updating. The Department Book of Rules and Regulations shall be revised and brought into concert with this contract within six (6) months of the effective date of same.

**ARTICLE 29**  
**RETIREMENT PLAN**

29.1 All employees in the bargaining unit and all new employees shall be eligible for coverage under the provisions of the Policemen's and Firemen's Retirement System of New York State 384, which provides for retirement at one-half (1/2) pay after twenty-five (25) years of service, the full cost of which shall be borne by the employer, and shall be adopted by the employer effective November 1, 1980.

29.2 As of January 1, 1988, the City agrees to adopt and all employees in the bargaining unit shall become eligible for plan 384-D (twenty year, half pay) and 384-F (1/60th credit after 25 years).

29.3 The City shall take those steps necessary to implement one year final average salary benefits set forth in Section 302(9)D of the New York State Retirement and Social Security Law for all Tier I employees.

29.4 On the conditions set forth herein, the City will, effective January 1, 2004, provide to all members of the bargaining unit the benefit described in Retirement & Social Security Law Section 384-e at no cost to the bargaining unit members and will take any necessary actions and bear the costs to permit members who are not currently enrolled in RSSL Plan 384-d to enroll in RSSL Plan 384-d. It is understood and agreed by APPFA and the City that the City will provide the 384-e benefit and make arrangements to permit members who are not currently enrolled in 384-d to do so only if the City is successful in getting passed in the New York State Assembly and Senate and signed into law by the Governor all three of the following separate pieces of legislation: (1) legislation which re-opens the 384-d plan to those bargaining unit members who are not currently enrolled in said plan; (2) legislation which offers the 384-e plan to all bargaining unit members; and (3) legislation which allows the City to bond over a twenty year period the costs associated with (1) and (2) above. It is further understood and agreed by APPFA and City that if the City is not successful in obtaining all three of these pieces of New York State legislation in time to provide the 384-e benefit and permit enrollment in 384-d as set forth above prior to January 1, 2004, then the City's obligation to provide the 384-e benefit and to permit enrollment in 384-d shall on that date be rescinded, extinguished, and terminated. In that event, APPFA's sole remedy, in full satisfaction and in liquidation of any and

all damages sustained, shall be: (1) retroactive pay raises for its members of 3% effective January 1, 2002, 3% effective January 1, 2003, and 4% effective January 1, 2004, to be paid on or before January 31, 2004, offset by any pay raises given to members from January 1, 2002 to December 31, 2004; and (2) a 4% pay raise for its members effective January 1, 2005, in lieu of the 3% raise already agreed upon for calendar year 2005.

It is understood and agreed by APPFA and the City that the consideration for the City providing the 384-e and 384-d benefits referenced above is APPFA's acceptance of a 0% pay raise for 2002, a 1% pay raise on January 1, 2003, a 1% pay raise on July 1, 2003, a 2% pay raise on January 1, 2004, and a 3% pay raise on January 1, 2005, and that such will be noted in the collective bargaining agreement.

## **ARTICLE 30**

### **EMS**

30.1 Statement of Policy: Both the Employer and the Union recognize the importance of the EMS program and both parties are committed to the purposes of delivering this service at the highest levels of professional standards.

30.2 For the purpose of this section the following definitions shall apply:

(a) Firefighter shall include the ranks of lieutenant and captain;

(b) EMS means the Emergency Medical Service of the Albany Department of the Albany Department of Fire and Emergency Services;

(c) EMT means an emergency medical technician as certified by the State of New York and the Regional Emergency Medical Organization (R.E.M.O.). The term includes EMT levels 1,2 and 3, also known as EMT, intermediate.

(d) Paramedic means a paramedic certified by the State of New York and R.E.M.O. at the EMT P or EMT 4 level.

30.3 To be eligible for the paramedic certification program, the firefighter must be a certified EMT.

30.4 Selection Procedure: Paramedic Program Upon notice from the Chief that the Department intends to enroll Firefighters in the Paramedic Certification Program, any

eligible Firefighter EMT may apply by submitting a request in writing to the Chief. The Firefighter EMT submitting the request shall be required to complete the necessary screening procedures. The final selection from the program shall be made from among those Firefighter EMTs successfully completing the screening procedures. Junior-grade firefighters will be considered first in the selection process. If, at the discretion of the Chief, the City sends members to paramedic school who are required to attend, then, up to two (2) additional school positions will be offered to members based on their seniority within the fire department.

30.5 Upon notice from the chief that the Department intends to enroll firefighters in the EMT program, any firefighter may apply by submitting a request in writing to the Chief. Selections shall be made by seniority.

30.6 Successful Completion: Paramedics upon successfully completing all of the requirements and being certified by R.E.M.O. and the state as a paramedic, a firefighter shall be placed on the eligible list for his rank by seniority. Permanent vacancies shall be filled by canvassing the list starting at the highest placement. If no firefighter on the list accepts the permanent vacancy, then the lowest person on the list will be assigned.

30.7 Each Paramedic and EMT agrees to faithfully serve in that capacity for the duration of his certification period, which is currently three (3) years. A firefighter will not be prejudiced in any way by service in the paramedic unit with respect to promotions in rank.

30.8 Upon the expiration of a firefighter's paramedic certification, he shall be temporarily assigned to any company in the Chief's discretion until such time as he successfully bids into another job opening.

30.9 Any certified Paramedic or EMT who opts to enroll in departmentally sponsored recertification program for a period of up to two (2) weeks once in every three (3) years shall be subject to temporary scheduling reassignment to coincide with the scheduling of a recertification program. All time spent in the recertification training sessions of either a Departmentally sponsored program shall be credit as hours worked. In all other respects, the provisions of this Article, which apply to initial certification shall apply to recertification.

30.10 Compensatory Time: All time spent in the EMS Certification or recertification process which is in addition to a Firefighter's scheduled tour of duty, shall entitle the Firefighter to equivalent compensatory time off. The certification and recertification process includes all time spent in class, lab, emergency rooms, testing and required continuing education programs, but does not include self study. The compensatory time which the firefighter earns under this Article may be taken at any time upon reasonable notice to the Department but in any case must be taken within one year after the conclusion of the training program provided that the public safety shall not be jeopardized by the Firefighter's absence from duty on that particular date. All Firefighters shall receive overtime pay for all time spent taking certification or recertification examinations.

30.11 The Department shall pay the full cost of the tuition and required books for this program.

30.12 The parties recognize the Civil Service Commission requirement that the firefighters whose date of employment is on and after January 5, 1987, Lieutenants whose date of promotion to Lieutenant occurred on or after June 8, 1989 and Captains whose date of promotion to Captain occurred on or after October 14, 1988 possess throughout their career an EMT certification. The parties recognize that EMT certifications expire at periodic intervals and that said certifications may be renewed by successfully completing the New York State certification process. It is the intent of this Section to provide a remedy for those situations where an employee required to maintain EMT certification, has his or her certification expire, for whatever cause.

30.12.1 The City agrees that it shall, on or about January 1 and July 1 of each and every year, publish in each fire house a list showing the names of all members who possess EMT or A/EMT certification and the respective expiration dates of said certifications.

30.12.2 In the event that the New York State Department of Health EMT and Paramedic Certification Pilot Program is discontinued or the City does not participate in it, then the City shall cause a written notification letter or memorandum to be issued to each individual EMT or A/EMT at least six months prior to the expiration of said member's EMT or A/EMT certification notifying said member of the expiration date.

30.12.3 Any EMT who is required to maintain EMT certification as a condition of employment or promotion as set forth above whose EMT certification expires shall, in the case of firefighters hired on or after January 5, 1987 be placed on an one (1) year unpaid leave of absence until he or she secures EMT certification. Any EMT who is required to maintain EMT certification as a condition of employment and who is placed on one (1) year unpaid leave of absence pursuant to this section but does not secure EMT certification within that one (1) year shall be terminated from the Department in accordance with this Agreement's disciplinary procedure. With regard to an EMT who is not required to maintain EMT certification as a condition of employment but is required to maintain EMT certification as a condition of promotion, if his or her EMT certification expires he or she will be paid at the next lower rank until he or she secures EMT certification.

30.12.4 The unpaid leave of absence or reduction in salary specified above shall occur automatically upon a member reaching his or her EMT expiration date without having filed with the Chief in writing one of the following:

- a) A valid EMT card with new expiration date or
- b) An on-site scoring passing letter issued by the State of New York
- c) Proof of having participated in the New York State certifying examination prior to the existing cards expiration and not been notified of failure or
- d) Proof of enrollment in the New York State re-certification course scheduled to test prior to the EMT card expiration date.

30.12.5 The Chief of the Department may grant an extension to secure EMT recertification where in his opinion extraordinary circumstances exist. This discretion shall be solely within the prerogative of the Chief and his exercise or non-exercise of it shall not be subject to the grievance procedure.

30.13 Each new hire after January 1, 2003, except those hired off of current City of Albany Municipal Civil Service List No. 1241 certified January 31, 2001, must be NYS paramedic certified in order to reach top grade firefighter. Paramedic certification must be maintained for a period of six (6) years. If paramedic status is not obtained or is obtained and not

maintained, the firefighter remains at or returns to Firefighter Grade 4 status. If the City does not provide the initial course by top grade, the firefighter shall be enrolled in the paramedic course and shall be paid top grade salary. If, after the paramedic course, the firefighter does not obtain paramedic status, the firefighter shall return to Firefighter Grade 4 status. The City will pay for each member of the Department to go to paramedic school one time.

30.14 Upon receipt of documentation of attendance, the City will reimburse annually at the overtime rate all off duty hours spent by Paramedics for continued medical education required by REMO. The City will only reimburse for the minimum number of requisite hours.

30.14.1 All personnel must submit proof of attendance at any continued medical education course within ten (10) calendar days of completion of said class in order to receive the reimbursement.

#### 30.15 PARAMEDIC PRECEPTOR

Paramedics who have completed the approved paramedic preceptor training program, and have been approved by the Medical Director and the ALS Coordinator will have their names forwarded to the Chief of the Fire Department for assignment.

Paramedics who have been approved and assigned a paramedic intern will receive three (\$3.00) dollars an hour for actual time spent precepting their intern. The Preceptor must provide proof of the actual time spent in order to receive any payment.

The Preceptor process will be outlined in the S.O.P. pertaining to "Paramedic Preceptors".

### **ARTICLE 31 SICK LEAVE BANK**

31.1 Personal Sick Leave - To act as a group incentive to encourage responsible use of sick leave effective January 1, 1998, the City shall maintain a personal sick leave bank of 1,000 24-hour days at the start of each calendar year, to be drawn down on an hourly basis by individual personal sick leave use, not to include catastrophic individual cases of greater than seven work days duration. On or before the third workday a firefighter on sick leave must produce a doctor's certificate or

report to the Department physician for a medical evaluation to determine whether light duty is appropriate. At the end of each calendar year, the bank's remaining hours shall be divided equally among the entire bargaining unit on a per-person basis and credited to each individual Employees Vacation Buy-Back, without regard to the vacation bank's 240 hour cap. This provision is not intended to affect treatment of Section 207-a on the Job Injuries or Illnesses absences for which will not be deducted from the sick bank.

**ARTICLE 32  
LEGISLATIVE APPROVAL**

32.1 Except as otherwise provided for herein, 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 33  
CONTINUATION CLAUSE**

33.1 The terms and conditions of this Agreement shall continue until December 31, 2011, and for each succeeding year beyond that unless either party shall give notice, a minimum of sixty (60) days prior to the termination date of the Agreement of its intention to seek modification of any of the terms of said Agreement

33.2 Any grievance arising under the terms of this Agreement after December 31, 2011, shall be subject to the grievance procedure and binding arbitration provisions of Articles 19 and 20 of this Agreement, which shall continue in full force and effect.

**ARTICLE 34  
LIGHT DUTY**

34.1 The purpose of this Article is to provide for a light-duty work program for members of the Albany Department of Fire and Emergency Services. It is the intent of the parties that members, injured or taken ill as a result of on or off the job incidents, who are unable to perform their regular duty but certified by the Department Physician as able to perform light-duty participate in this program.

34.2 It is not the intent of the parties that any positions currently held by full duty personnel be replaced with light-duty personnel, except if a non-job related illness exceed one year in duration in which case the member with the non-job related illness or injury, who is capable of working light-duty, can replace a staff type position only.

34.3 No members shall be assigned to light duty until certified able to do so by the Department Physician. Such certification shall contain specifications on the particular types of light duty that may be performed or hours to be worked per day.

34.4 There is hereby created a light-duty reserve pool which shall be located at Fire Headquarters and which shall comprise those members of the Department assigned to light duty with the exception of those members remaining with their original Bid companies pursuant to Section 34.8.

34.5 Members assigned to the reserve pool may bid light-duty positions, and be subject to be detailed to temporary light-duty assignments, using the same bidding and detail procedures set forth in Article 8. Examples of the types of light-duty positions intended are B.C. Aide, Repair Shop Aide, Fire Prevention, EMS Assistant and Training Assistant.

34.6 The work schedule of a member assigned to the light duty reserve pool shall be an eight hour shift per day, Monday through Friday, averaging no more than forty (40) hours per week over the course of a year, except when the Department Physician shall, for medical reasons, restrict the member to a lesser amount of hours worked per day or where the particular position, such as B.C. Aide, requires round the clock staffing. Members who can work a lesser amount than forty (40) hours per week shall be assigned within the Monday to Friday normal business hour time frame. Members, either line of duty or non-line of duty, who are working a light duty Monday to Friday schedule, shall receive all holidays off and continue to receive holiday pay and all other contractual benefits.

34.7 Members who are injured or ill due to a non-job related injury but certified as able to perform light duty shall be immediately reassigned to the light-duty reserve pool located at fire headquarters.

34.8 Members who are injured or taken ill due to a job-related injury but able to perform light duty shall for the first forty (40) days of such light duty remain on their regular work schedule with their regular company, subject to the right of the Chief to detail said members to the reserve pool from 8:00 a.m. to 4:00 p.m., Monday through Friday, that falls on the member's regular work schedule. Upon the expiration of forty (40) days on light duty, said member shall be reassigned to the light-duty pool located at Fire Headquarters. The work schedule of such member shall be Monday through Friday, 8:00 a.m. to 4:00 p.m., averaging not more than forty (40) hours per week over the course of a year, except where the Department Physician shall, for medical reasons, restrict the members to a lesser amount of hours worked per day, or where the light-duty position as bid by the Department calls for a traditional 24/72 work schedule.

34.9 The Department shall have the option of designating staff positions within the Department as light duty only. In such a case, the Department shall fill the position using the procedure set forth in Article 8 of this Agreement, but the eligible candidate shall be restricted to the current members of the light-duty pool.

34.10.1 Members assigned to light duty less than twelve (12) months shall retain their company bid positions and be entitled to return to said company upon certification of the Department Physician of their medical ability to resume full duty. Members assigned to light duty in excess of twelve (12) months shall be deemed to have surrendered their company bid and that position shall be filled in accordance with Article 8.

34.10.2 Members on light duty for less than twelve (12) months have all of the bidding rights specified in Article 8.3. If a member bids a new company during his tenure in light duty, he must return to full duty before the expiration of the original twelve (12) month period. If he fails to make it back to full duty, he will lose the bid and this spot will be put out to Department-wide bid. If he has been on light duty for more than twelve (12) months, he is not eligible to place a bid, except for light-duty positions.

34.11 Members who are assigned to light duty due to an off-the-job injury or illness shall be required to take their regular service retirement immediately upon becoming eligible for the same. Members who are subject to this requirement who fail to so retire shall be placed on unpaid leave of absence, without further accrual of fringe benefits, upon obtaining the

minimum number of years necessary to qualify for a minimum service retirement pension, whether twenty (20) or twenty five (25) years of service, and not having retired. Members will not be permitted to switch from the twenty (20) to twenty-five (25) year service retirement plan after having been so injured.

34.12 Members assigned to light duty who file, or have filed for them by the Department, an application for accidental disability retirement or line of duty disability retirement, under section 363 or 363-c of the Retirement and Social Security Law shall, as of the date of such application, be placed on paid leave of absence for a period of nine (9) months or until said application is granted, whichever shall occur earlier. In the event said member applies and is denied he or she shall be returned to light duty with the reserve pool.

34.13 Members assigned to the light-duty reserve pool shall bid for vacations in accordance with Article 12, with the exception that the City agrees that a maximum of one out of every five members of the pool may be on vacation at the same time, and that members of the pool injured in the line of duty shall pick prior to members injured off the job. Members who have picked their vacations prior to injury or illness shall receive their vacation as picked.

34.14 All current light-duty personnel and positions shall be covered by the provisions of this Article 34, including but not limited to, the initial bid process.

34.15 Members of the bargaining unit who have been injured or taken ill in the performance of duty (section 207-a GML members) or off the job (non-section 207-a GML members) who dispute any aspect of a light-duty capability determination made by the Department Physician may submit such dispute to arbitration in accordance with Article 19.4 hereof.

34.16 Nothing contained in this Article 34 is intended to waive or limit any rights which disabled, sick or injured bargaining unit members may have under the "Americans with Disabilities Act"

#### **ARTICLE 35 PERSONNEL FILE**

35.1 All employees shall have the right to review their official Department personnel file upon request to the Fire Chief.

35.2 Employees shall receive a copy of all communications that are to be entered into their official Department of Fire and Emergency Services personnel file and shall be afforded the opportunity to initial such communications prior to entry.

**ARTICLE 36  
MILITARY LEAVE**

36.1 Employees absent on military duty as members of the organized militia or of reserve forces or of reserve components of the armed forces of the United States shall be granted leave of absence with no loss of time or pay not to exceed thirty (30) working days pursuant to Sections 342 and 343 of the New York State Military Law. For purposes of this Article, a twenty-four (24) hour shift constitutes three (3) working days. Copies of orders for military duty shall be submitted to the Chief as soon as the orders are received by the employee.

**ARTICLE 37  
ANNUAL PHYSICALS**

37.1 The City may require an employee to take a medical examination. The examination shall be given every three (3) years for an employee under thirty (30) years of age, every two (2) years for an employee under forty (40) years of age, and every year for an employee forty (40) years of age and older, and all employees assigned to the tactical unit. The period for physicals shall be measured from the date of successful completion of the last physical.

37.2 The physical shall consist of an examination that determines whether the employee meets the physical levels required to perform the employee's regular duties as set forth in professionally accepted and recognized standards agreed to by the parties. The parties agree to use the physical standards as set forth in NFPA 1500 until a different standard is agreed upon to replace NFPA 1500. The examination requirements shall be contained in a written statement setting forth the required levels necessary to meet the minimum standards for the individual employee to perform their regular duties and the protocols for evaluating the required levels.

37.3 The examination shall be administered by the city doctor or at the option of the employee by the employee's personal physician. The schedule of the examination shall be announced

sufficiently far in advance to permit the employee to schedule the physical with their personal physician. This appointment with the employee's personal physician will be made for a non duty day, and will be at the employee's own expense. The physical with the department physician will be scheduled for the employee's regular work day. If the physical is not scheduled for a regular work day, the employee will receive pay for the period of the physical at his overtime rate of pay. If an employee exercises the right to have a personal physician perform the physical, no additional pay will be earned for the period of the physical.

37.4 If an employee does not meet the minimum standards, they will be placed on light duty pursuant to the terms of the light duty clause of the Agreement.

37.5 If the employee does not complete the examination within ten(10) days of the scheduled date for the physical, the employee will be placed on light duty. . If the physical is not completed within thirty (30) days of being placed on light duty, the employee shall be subject to discipline. The City will inform the employee in writing regarding the potential for discipline prior to imposing discipline by sending a warning letter to the employee's home and to the employee's Battalion Chief. Employees may use their personal physician to complete their physical. If they do not do so, the City has the right to order a physical with the Fire Surgeon.

37.6 In the event that an employee is found to not meet the minimum standards, the employee shall have the right to submit a written report from a qualified physician certifying that the employee can perform the essential functions of the employee's regular job duties either with or without a reasonable accommodation despite the physical limitation. The City reserves the right to challenge that determination. In such a case, the dispute shall be submitted to an arbitrator under the parties' arbitration clause for final determination.

37.7 Either the employee or the City has the right to contest a finding that the employee does or does not meet the minimum levels required for the performance of their regular duties based on the submission of a written report from a qualified physician that sets forth the basis for the challenge. In such a case, the parties shall submit the dispute to arbitration pursuant to the parties' arbitration clause. Prior to such arbitration, the parties have the mutual obligation to provide disclosure of all medical records and the employee will make himself/herself available for a medical examination.

37.8 In any case where there is a dispute over whether an employee meets the minimum levels to perform the employee's regular duties, the employee will be placed on light duty pursuant to the terms of the Agreement pending the resolution of the dispute.

37.9 All medical records under this Article will be maintained in a separate file and kept strictly confidential. No record will be disclosed except on a need-to-know basis.

### **ARTICLE 38 CODE ENFORCEMENT**

If the City opts to perform commercial code inspections it is understood and agreed by the parties that the members of the Department shall perform such commercial code inspections according to the following:

1. There will be State training in commercial code enforcement, with a 6 week training cycle. Each member will need an additional 3 hours of training for the commercial code work.
2. It is anticipated by the parties that commercial code inspections will add no more than approximately sixteen (16) additional inspections per day for the line companies as a whole.
3. The commercial code inspections will be done in a manner consistent with the current code inspection policy.
4. Commercial buildings in excess of 1750 square feet will be inspected by the Fire Prevention Office.
5. The legal appearance provision of the contract (set forth in Section 17.1 hereof) shall apply to commercial code inspection duties. Members performing commercial code inspection duties shall be defended and indemnified in accordance with Section 18 of the New York State Public Officers Law and Albany City Code Chapter 38.
6. Current code inspection forms will be amended to accommodate commercial code inspections as appropriate. The Union will be allowed to review the amended forms prior to implementation. In addition, the same procedures and policies for data entry shall apply. The City and the Union

shall jointly, however, explore ways to stream line the data entry process.

**ARTICLE 39**  
**DEFERRED COMPENSATION PLAN**

Effective January 1, 1995 all bargaining unit members shall have the City's deferred compensation plan made available to them.

**ARTICLE 40**  
**ALBANY FIRE DEPARTMENT DIVE TEAM**

The City agrees to provide safe equipment for all members of the dive team. The details of what equipment will be provided and the standards to determine its safety will be resolved by the Labor-Management Committee.

**ARTICLE 41**  
**FIRE PREVENTION UNIT**

1. The work of the Fire Prevention Unit will be conducted from 8:00 a.m. to 4:00 p.m. unless altered by the direction of the Fire Chief when it is necessary for members of the unit to participate in training or to obtain certifications. The Chief will provide a minimum of five calendar days of notice to the firefighter and the Union prior to implementing any scheduling changes. Scheduling changes will not interfere with pre-approved vacation days.
2. In order to qualify as a member of the Fire Prevention Unit an employee:
  - a. Must be able to respond to the scene of an emergency within thirty (30) minutes from the call-in.
  - b. Should have, or be willing to obtain the appropriate New York State certifications to work in the Codes Division as well as the Department's Fire Prevention/Investigation Unit.
  - c. Should be a New York State Code Compliance Technician and must be certified as CEO as such training class is made available by the State.

- d. Must commit to the position for a period of three (3) years. This will not affect any future promotions.
- e. Will be required to take scheduled "on-call" time with other Fire Prevention Unit members.

**ARTICLE 42  
RESCUE SQUAD SELECTION**

- A. All members of the Rescue Squad will be selected in the sole discretion of the Fire Chief. Departmental and field experience will be considered as a selection factor. Said selection shall be based upon qualifications as detailed below. The decision of the Fire Chief is final and not subject to review.
- B. The qualifications to be considered by the Fire Chief in his selection of the members of the Rescue Squad are:
  - i. Firefighter candidates must be at "top grade" rank;
  - ii. Certifications (i.e., HAZMAT, Rope Rescue);
  - iii. Mechanical Ability (demonstrated by work about the fire house, at fire scenes and/or by maintaining various provable life/work experience, training or education);
  - iv. Work experience, firefighting experience, military experience, ability to work with others, ability to work with tools, and mechanical experience. Candidate must show commitment to train, learn and teach others.
  - v. Related education (extra related coursework done on their own time);
  - vi. Completion of Rescue Squad bid form.
  - vii. Interview.
- C. Candidates requesting a position on the Rescue Squad must show commitment to the unit and the extensive amount of training that is required to be an effective member of the team. Some training may be required that is out of the area.
- D. The Fire Chief shall determine the total personnel necessary for the Rescue Squad. At no time shall the total personnel on the squad be less than four. Said number shall vary from time to time. Rescue Squad members will not be

detailed off the company whenever "required" training is taking place. Examples would be certifications, large scale drills, county drills, etc. Members may be detailed after training concludes.

E. For the safety and integrity of the Rescue Squad and those it serves, overtime opportunities in the Rescue Squad shall be limited to those assigned to the Rescue Squad.

The APPFA shall exercise their option to re-open negotiations by written notice to the City within thirty (30) days of the APPFA's knowledge of such higher compensation agreement or when they reasonably should have had knowledge of such higher compensation.


CITY OF ALBANY

ALBANY PERMANENT PROFESSIONAL  
FIREFIGHTERS ASSOCIATION  
LOCAL 2007, IAFF, AFL-CIO

  
GERALD D. JENNINGS,  
Mayor  
Date: 9/27/12


 9/27/12  
ANDREW J. HIRSH,  
President

 9-27-12  
ROBERT C. FOREZZI, Sr.,  
Fire Chief

  
ROBERT POWERS,  
Vice President

  
ROBERT MENGEL,  
Secretary

  
EDWARD WROBEL,  
Treasurer

  
MIKE BURNS,  
Battalion Chiefs Rep.

APPENDIX "A"  
SALARY SCHEDULE – LOCAL 2007

RANK	7/1/09	01/01/10	01/01/11
		2%	2%
FF 1 <sup>ST</sup> GR.	\$36,150	\$36,873	\$37,610
FF 1 <sup>ST</sup> GR. EMT	\$36,958	\$37,697	\$38,451
FF 1 <sup>ST</sup> GR. PARA	\$38,167	\$38,930	\$39,709
FF 2 <sup>ND</sup> GR.	\$38,930	\$39,709	\$40,503
FF 2 <sup>ND</sup> GR. EMT	\$39,801	\$40,597	\$41,409
FF 2 <sup>ND</sup> GR. PARA	\$41,104	\$41,926	\$42,765
FF 3 <sup>RD</sup> GR.	\$44,490	\$45,380	\$46,288
FF 3 <sup>RD</sup> GR. EMT	\$45,486	\$46,396	\$47,324
FF 3 <sup>RD</sup> GR. PARA	\$46,978	\$47,918	\$48,876
FF 4 <sup>TH</sup> GR.	\$50,054	\$51,055	\$52,076
FF 4 <sup>TH</sup> GR. EMT	\$51,172	\$52,195	\$53,239
FF 4 <sup>TH</sup> GR. PARA	\$52,850	\$53,907	\$54,985
FF TOP GR.	\$55,618	\$56,730	\$57,865
FF TOP GR. EMT	\$56,858	\$57,995	\$59,155
FF TOP GR. PARA	\$58,721	\$59,895	\$61,093
LIEUT.	\$63,125	\$64,388	\$65,676
LIEUT. EMT	\$64,366	\$65,653	\$66,966
LIEUT. PARA	\$66,229	\$67,554	\$68,905
CAPT.	\$67,295	\$68,641	\$70,014
CAPT. EMT	\$68,537	\$69,908	\$71,306
CAPT. PARA	\$70,397	\$71,805	\$73,241

Full-duty Firefighters assigned to the Headquarters shall have their annual salary rate supplemented by an additional \$500.00. This shall not apply to light-duty personnel, if any.

Members shall receive a code enforcement stipend of \$1400.00 annually, effective on January 1, 1998, to be paid as follows: \$700.00 in the first pay period of March and \$700.00 in the first pay period in September in a separate check. The stipend shall be added to an employee's regular rate of pay for the purpose of calculating overtime.

Employees who possess and maintain certification as Emergency Medical Technicians ("EMT") or Paramedics shall receive an annual stipend in a separate check during the first pay period of January.

Effective January 1, 2009, the EMS stipend for EMTs will be \$1,000.00; the EMS Stipend for Paramedics will be \$2,100.00.

Effective December 31, 2011, the EMS Stipend for EMTs will be \$1,100.00; the EMS Stipend for Paramedics will be \$2,200.00.

The EMT/Paramedic stipend shall be added to the employee's regular rate for the purpose of calculating overtime.

**APPENDIX "B"**

**NEW YORK STATE MINIMUM  
BENEFIT LEVELS FOR  
SUBSTANCE ABUSE**

Inpatient Detox: Paid in full for  
up to 7 days

Inpatient rehabilitation:  
Paid in full for up to 30 days per  
calendar year

Outpatient:  
Paid in full for up to 60 visits  
per calendar year, of which 20 may  
be used for family counseling

**NEW YORK STATE MINIMUM  
BENEFIT LEVELS FOR  
PSYCHIATRIC**

Inpatient:  
Paid in full for up to 30 days per  
year

Outpatient:  
30 visits per year with maximum of  
no less than \$1,500; three  
psychiatric emergency visits per  
year at no less than \$60 per  
visit: which reduces benefits  
otherwise payable for other in-  
patient and out-patient care

**APPENDIX "C"**

SHEILA COLE

PAUL DOYLE

**APPENDIX "D"**

Employer: City of Albany Fire Department  
*ref alt* 26-28 Broad Street  
Albany, New York 12202

Corporation Counsel  
City Hall  
Albany, New York 12207

Thomas J. Jordan, Esq.  
Pine West Plaza, Building 4, Suite 409  
Washington Ave Extension  
Albany, New York 12205

Albany Permanent Professional  
Firefighters Association, Local 2007  
39 Quail Street  
Albany, New York 12206

## APPENDIX "E"

### General Municipal Law Section 207-a Procedure

#### Section 1

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under section 207-a of the General Municipal Law (hereafter referred to as "GML 207-a"). This policy is not intended to limit or eliminate any additional requirements or benefits regarding GML 207-a set forth in the statute or case law.

#### Section 2

Notice of Disability or Need for Medical Treatment. A firefighter who alleges an injury in the performance of duty or who alleges he/she was taken sick as a result of the performance of duty and who seeks any benefit afforded by GML 207-a shall file a written incident report, on forms provided for this purpose, with the Chief within forty-eight (48) hours of either (1) an incident causing an injury or sickness so as to prevent performance of duty or (2) an incident causing such an injury or sickness which gives rise to the need for medical or hospital care; provided, however, that a firefighter taken sick allegedly as the result of the performance of duty shall provide such written incident report as soon as he or she concludes that the sickness is so caused, but in no event later than thirty (30) days from the time such sickness should have been discovered to have been the result of the performance of duty. In the event of an inability to do so, such written incident report may be made by another acting on behalf of the firefighter. The written incident report shall contain the following information: the time, date, and place of the incident; a detailed statement of the facts surrounding the incident; the nature and extent of the firefighter's injury or sickness; the names of any possible witnesses to the incident; and statements from the firefighter's treating physician(s). The firefighter will be provided with a copy of the incident report stamped with the date of receipt. The failure to satisfy the time limits of this section does not automatically render a filing untimely and preclude an award of any benefits pursuant to Section 207-a; however, it shall raise a rebuttable presumption that the firefighter was not injured in the performance of duty or taken sick as the result of the performance of duty.

### Section 3

An application for Section 207-a benefits must be filed as soon as practicable. The application must be made by either the firefighter seeking benefits or, in his or her inability to do so, by another acting on his or her behalf. The application shall be made in writing, using an official application form, and must include the following information: the time, date, and place of the incident; a detailed statement of the facts surrounding the incident; the nature and extent of the firefighter's injury or sickness; the names of any possible witnesses to the incident; and the names and addresses of all treating physicians. The applicant will be provided with a copy of the application stamped with the date of receipt.

### Section 4

An application shall be deemed "untimely" unless it is received by the Chief within sixty (60) days of the date of the injury or sickness upon which the application is based or within sixty (60) days after the member discovers, or should have discovered, the injury, reinjury or sickness upon which the application is based. The Chief may, in his discretion, excuse the failure to file the application within the sixty-day period upon showing of good cause.

### Section 5

The application must be made in writing on the form attached to this procedure and, where appropriate, will include a statement from the applicant's treating physician.

### Section 6

After the filing of said application, the City shall have the right to require the applicant to submit to one or more medical or other appropriate examinations as provided by law and/or this procedure.

### Section 7

The Chief shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-a. The Chief or his designee shall have the authority to conduct a full investigation of the facts concerning the application including, but not limited to, employing medical specialists and other appropriate individuals, at reasonable

times on reasonable notice require the attendance of the firefighter or other Department witnesses to secure information, and requiring the firefighter to execute a release for information pertaining to his relevant medical history.

#### Section 8

Pending the determination of an application, time off taken by the applicant after submission of said application and alleged to be attributed to the injury or sickness which gave rise to the claim for GML 207-a benefits shall be charged to sick time.

#### Section 9

The Chief shall render a written decision on the application for benefits as soon as practicable but in no event later than fifteen (15) days after the receipt of all necessary information as indicated in Section 7 above. In the event that a written decision is not issued within fifteen (15) days of the receipt of all necessary information, the applicant will be temporarily placed on 207-a leave pending receipt of the written decision. A copy of the decision shall be mailed to the applicant at the address specified in the application.

#### Section 10

If the decision is that the applicant is eligible for GML 207-a benefits, then the applicant shall be so categorized and pursuant thereto any time taken off due to such injury or sickness shall be charged to GML 207-a leave. The member's GML 207-a benefits shall continue so long as the member remains eligible.

#### Section 11

If the decision of the Chief in that the applicant is not eligible for GML 207-a benefits, then at any time within thirty (30) days from receipt of such decision, the applicant may serve a written demand upon the Mayor or his designated representative for further evaluation of the application. The demand shall contain a statement of the reasons why the applicant believes further evaluation of the application is needed.

Section 12

Upon receipt of a timely written demand for further evaluation of a GML 207-a claim, the Mayor or his designee shall obtain from the Chief all information provided in the application and pursuant to Section 7 of this procedure. The applicant may submit additional written information concerning his GML 207-a claim to the Mayor or his designee. The Mayor or his designee may require the production of additional information or documentation as specified in Section 7, not already provided, concerning the claim and/or may conduct an informal conference with the applicant. The Mayor or his designee shall render a written decision on the GML 207-a claim no later than fifteen (15) days after the receipt of all necessary information required pursuant to this Section 12 not to exceed thirty (30) days after the written demand was filed.

Section 13

In the event the applicant is not satisfied with the decision at the Mayor level and wishes to appeal the decision, the applicant shall file within thirty days of the Mayor's decision a written demand for arbitration of his GML 207-a claim. The claim shall be submitted to binding arbitration pursuant to the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules) using the rotating list of arbitrators set forth in this agreement for the contract grievance and disciplinary arbitrations.

The parties to the arbitration shall be the City and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the City and the member. All other costs shall be paid by the party incurring such costs, i.e. witnesses, exhibits, transcripts, etc.

Section 14

The Arbitrator shall have the authority to decide, de novo, the claim of entitlement to GML 207-a benefits. The Arbitrator shall have the authority to consider and decide all allegations and defenses made in regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits or whether

the proceeding presents an issue of termination of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-a claim, the member shall have the burden of proof by preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents with termination of GML 207-a benefits, the Fire Department shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted by the parties.

The decision and award of the Arbitrator shall be final and binding on all the parties.

#### REVIEW OF DISABILITY

##### Section 15

- (a) The Chief may periodically review cases of members receiving GML 207-a benefits for the purpose of determining whether the individual continues to be entitled to GML 207-a benefits, and in furtherance thereof may take such action as is appropriate under the law and/or this procedure. The City has the right to require the member to submit to one or more medical or other appropriate examinations and will have the right to require the production of a medical release for all records that bear the member's claim for benefits.
- (b) Any individual who is receiving benefits under GML 207-a continues to be subject to the provisions set forth in the Department's Book of Rules and in departmental orders concerning notification to the Fire Department of the member's condition.

## Section 16

Upon receipt of a certification from the Fire Department Surgeon, or a physician-designee, that a member is able to perform the duties of his position, the Chief shall notify the member of the termination of his GML 207-a benefit. The Chief shall cause service of a written notice of termination setting forth the effective date thereof and a copy of the physician certification to be made to the member.

## Section 17

If the member disagrees with the termination of the GML 207-a benefits, he may serve upon the Mayor or his designated representative, within thirty (30) days after the receipt of the Chief's notice, a written appeal for review of the determination, specifying the basis for the demand.

## Section 18

Upon receipt of a timely written appeal of the Chief's decision to terminate GML 207-a benefits, the Mayor or his designee shall obtain from the Chief all information considered in connection with the review of the member's GML 207-a status. The member may submit additional documents concerning his GML 207-a status to the Mayor or his designee. The mayor or his designee may require the production of additional information concerning the member's GML 207-a status as set forth in Section 7 of this procedure and/or may conduct an information conference with the member. The mayor or his designee shall render a written decision on the appeal of the decision to terminate GML 207-a benefits no later than fifteen (15) days after the receipt of the information required pursuant to this Section 18.

## Section 19

In the event the applicant is not satisfied with the decision at the Mayor level and wishes to appeal, the member shall file within thirty days of the Mayors decision a written demand for arbitration of his termination of GML 207-a benefits and status. The claim if timely filed shall be submitted to binding arbitration pursuant to the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules) using the rotating list of arbitrators set forth in this agreement for the contract grievances and disciplinary arbitrations.

The parties to the arbitration shall be the City and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the City and the member. All other costs shall be paid by the party incurring such costs, i.e. witnesses, exhibits, transcripts, etc.

#### Section 20

The Arbitrator shall have the authority to decide, de novo, the claim of continued entitlement to GML 207-a benefits. The Arbitrator shall have the authority to consider and decide all allegations and defenses made in regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits or whether the proceeding presents an issue of termination of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-a claim, the member shall have the burden of proof by preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents with termination of GML 207-a benefits, the Fire Department shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted by the parties.

The decision and award of the Arbitrator shall be final and binding on all the parties.

#### Section 21

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or

portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

#### Section 22

An applicant hereunder may have a representative of his choosing at any stage of this procedure.

#### Section 23

Once an applicant has been determined to be eligible to receive GML 207-a benefits, those benefits will continue pending final determination of an Arbitrator or until the applicant abandons the process.

#### Section 24

This procedure shall take effect on the effective date of this agreement and shall apply to any claim of entitlement to or use of GML 207-a benefits made after that date. In the event utilization of GML 207-a benefits after said date is based on an injury in the performance of duty or a sickness as the result of the performance of duty which allegedly occurred prior to January 1, 1998, the member shall comply with the terms of Section 4 of this procedure within sixty (60) days after the member is aware or should have been aware of the need to utilize GML 207-a benefits based on such prior injury or illness. Upon the filing of the Section 4 form, the claim for utilization of GML 207-a based on an injury or illness shall be decided in accordance with the terms of this procedure.

SAMPLE COPY

CITY OF ALBANY

DEPARTMENT OF FIRE AND EMERGENCY SERVICES

APPLICATION FOR GML 207-A  
DISABILITY BENEFITS

Name of  
Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Party  
Submitting  
Application: \_\_\_\_\_ Date: \_\_\_\_\_

I HEREBY APPLY FOR BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW BASED ON THE FOLLOWING;

A) Injury Sustained in the Performance of Duty

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the injury including date, time and place where the injury occurred; a detailed description of the nature and extent of the injury; a detailed statement of the facts surrounding the incident; list the name and addresses of medical care providers (including hospitals) who may have treated you to date, including the name and rank of other members who may have witnessed the incident. Attach any available documents with information relevant to the injury.)

B) Sickness as a result of the Performance of Duty

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the sickness including date, time and place where the sickness in performance of duty occurred; a detailed description of the nature and extent of the sickness; a detailed statement of the facts surrounding the incident; list the name and addresses of medical care providers (including hospitals) who may have treated you to date. Attach any available documents with information relevant to the sickness.

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND AWARD OF BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Date)

The decision on my application should be mailed to me at the following address:

and to my representative:

Application received by:

\_\_\_\_\_  
(Signature of Person  
authorized to Receive  
Application)

\_\_\_\_\_  
(Date)

CITY OF ALBANY  
DEPARTMENT OF FIRE AND  
EMERGENCY SERVICES

TO:

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE CITY OF ALBANY DEPARTMENT OF FIRE AND EMERGENCY SERVICES OR ITS REPRESENTATIVES INFORMATION INCLUDING PATIENT FILES, MEDICAL CHARTS, PHYSICIAN NOTES, X-RAYS, AND OTHER PERTINENT INFORMATION, REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME.

\_\_\_\_\_  
Signature of Applicant)  
(Type or Print Name)

\_\_\_\_\_  
(Date)

STATE OF NEW YORK    )  
                          ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ known to me and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that (s)he executed the same.

\_\_\_\_\_

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of Compulsory Interest Arbitration Between:

ALBANY PERMANENT PROFESSIONAL FIREFIGHTERS  
ASSOCIATIONS, LOCAL 2007, LOCAL 2007-A, I.A.F.F.,  
AFL-CIO

PERB Case No.  
IA2013-014  
M2012-289

-And-

THE CITY OF ALBANY, NEW YORK

---

**OPINION & AWARD**

**For the Period of**

**January 1, 2012 through December 31, 2013**

**BEFORE:**

Dennis J. Campagna, Esq.  
Public Panel Member & Chairman

James W. Roemer, Jr., Esq.  
Public Employer Panel Member

John M. Crotty, Esq.  
Employee Organization Panel Member

**APPEARANCES**

A. For the Employer City of Albany:

Roemer Wallens Gold & Mineaux, LLP  
Elayne G. Gold, Esq.

B. For IAFF Locals 2007 & 2007-A

Law offices of Thomas J. Jordan, Esq.  
Thomas J. Jordan, Esq.

## **BACKGROUND**

Pursuant to the provisions outlined in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the Chairperson of the New York State Public Employment Relations Board (“PERB”) to make a just and reasonable determination of a dispute between the City of Albany, New York, (“City”) and the Albany Permanent Professional Firefighters’ Association, Locals 2007, representing Firefighters, Lieutenants and Captains, and Local 2007-A, representing Battalion Chiefs, of the International Association of Firefighters. (Collectively “Association”).

The City is New York State’s Capital City and was chartered in 1686 making it the second oldest City in the United States. It is the largest municipality in the Capital District, covers approximately 40 square miles, and enjoys a diverse population of approximately 98,000. The daytime population of Albany is estimated at approximately 160,000 during regular workdays.

Albany sits on the Hudson River, which runs from the north to the south, to New York City. The Port of Albany which sits on the Hudson River is a major trade port. Several major interstate roads run through the City, the I-90 and I-87 and the City is contiguous to the Albany International Airport located in the Town of Colonie.

The City’s Fire Department operates on a 24/7 basis and consists of approximately 241 sworn members as follows: Chief (1), Executive Deputy Chief (Currently Unfilled), Deputy Chief (3), Battalion Chiefs (3), Captains (18), Lieutenants (49) and Firefighters (164). Job descriptions for each position is in evidence as Union Exhibit 4.

Firefighters work 24-hour shifts, meaning that they work 24 consecutive hours and are then off duty for 72 consecutive hours before reporting for their next 24-hour shift. The Department consists of four (4) platoons: A, B, C and D. The record reflects that approximately 70-80% of the Department’s calls are for emergency medical services, followed by traditional type fire suppression calls followed by a small percentage of calls dealing with water rescue, HAZMAT and confined space calls. (See TR 1-58)

The last collective bargaining agreement between the City and the Association covered the period January 1, 2010 through December 31, 2011. Subsequently, the parties commenced negotiations toward a successor agreement in June 2012 without success. As a result, impasse was declared and a Mediator appointed by PERB that was likewise unable to achieve closure. Accordingly, on or about May 20, 2013, the Association filed a Petition for Compulsory Interest Arbitration to which the City responded on or about June 3, 2013. Pursuant to the procedures set forth in Section 209, the Undersigned was appointed as the Chairperson of the Panel convened to resolve the instant impasse. John M. Crotty, Esq. was designated as the Association's Representative on the Panel, and the City designated James W. Roemer, Jr., Esq. as its Panel representative. Subsequently, the instant Arbitration hearing occurred over the consecutive two day period of May 28<sup>th</sup> and 29<sup>th</sup>, 2014. A stenographic record was taken at the hearings pursuant to N.Y. Civ. Serv. Law § 209.5, which record shall serve as the official record. Each witness was sworn, and the parties submitted numerous exhibits and documentation. At the conclusion of the hearings, both parties hereto elected to summarize their positions with a written brief, filed electronically with the Panel on or about August 15, 2014. Thereinafter, the Panel fully reviewed all data, evidence, arguments and issues submitted by the Parties. Following meaningful discussion and deliberations at multiple executive sessions, the Panel reached consensus on the terms of a two-year Award covering the two year period of January 1, 2012 through December 31, 2013.

The positions initially taken by the Parties are extensively set forth in their respective petition and response, testimony, exhibits and post-hearing briefs, all of which are incorporated by reference in this Award. These positions will be summarized for the purpose of this Opinion and Award. Accordingly, set out herein is the majority Panel's Award as to what constitutes a just and reasonable determination of the issues submitted by the Parties for the two-year period of January 1, 2012 through December 31, 2013.

In arriving at such determination, the Panel has specifically reviewed and considered all of the following statutory criteria as set forth in N.Y. Civ. Serv. Law, § 209.4:

- a) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b) The interest and welfare of the public and the financial ability of the public employer to pay;
- c) Comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d) The terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

**THE OUTSTANDING ISSUES FOR RESOLUTION BY THIS PANEL**

The current and unresolved issues for resolution by this Panel are summarized as follows:

<b>ISSUE</b>	<b>CITY PROPOSAL</b>	<b>ASSOCIATION PROPOSAL</b>
<b>Duration</b>	2 Years [1/1/12 – 12/31/13]	2 Years [1/1/12 – 12/31/13]
<b>Salary Increases</b>	Freeze each of 2 years	4% per year each of 2 years
<b>Comparables</b>	Cities of Rochester, Syracuse, Utica, Schenectady & Troy	Cities of Rochester, Syracuse, Utica, Schenectady & Troy
<b>Health Insurance Plans</b>	Change in employee contribution [10% (I) & 25% (F) New Hires only] and update language to mirror Police Agreement with the City with respect to Plans. Change Rx to a three-tier plan similar to other bargaining units. [City Proposals 6 & 6A]	Status Quo
<b>Retiree Health Insurance</b>	Status Quo (Leave as a City Policy not in the CBA)	Association Proposal 23 – Memorialize the current City Policy in the CBA.
<b>EMT/Para Stipends</b>	Status Quo	Association Proposal 28 – Increase EMT & Para Stipends by \$500.

<b>ISSUE</b>	<b>CITY PROPOSAL</b>	<b>ASSOCIATION PROPOSAL</b>
<b>Paramedic Rig Incentive</b>	Status Quo	Association Proposal 9 - \$1.00 per hour increase
<b>Paramedic Longevity</b>	Status Quo	Association Proposal 11 – New section granting longevity stipend for all Paras per para years of service.
<b>Rescue Squad Stipend</b>	Status Quo	Association Proposal 22 – [New] Amend Articles 40 & 42 to reflect \$1500 stipend for membership on squad.
<b>Rescue Squad Selection by Strict Seniority</b>	Status Quo	Association Proposal 24 – Amend Articles 40 & 42 to reflect.
<b>Promotion in Rank for Rescue Squad</b>	Status Quo	Association Proposal 35 – Amend Article 30.7 – new language prohibiting adverse employment action re: bidding for those on Rescue Squad
<b>Eliminate Top Grade Requirement for Rescue Squad Members</b>	Status Quo	Association Proposal 37 – Amend Articles 40 & 42 to eliminate top grade requirement and change to 5 years of service.
<b>Inverse Incentive</b>	Status Quo	Association Proposal 32 – Daily stipend of \$1/hour if inversed out of bid position
<b>Tactical Medical Clause</b>	Status Quo	Association Proposal 12 – New language regarding safety equipment, training and compensation.
<b>Overtime Eligibility</b>	Status Quo	Association Proposal 10 – Amend Article 3.5: member not eligible for OT on last day worked before a vacation
<b>Missed OT Opportunity</b>	City Proposal 3 – Amend 3.5.10 re: missed OT – delete “old grievance remedy.”	Status Quo
<b>Missed OT Opportunity</b>	City Proposal 13 – Amend Article 3.5.7 re: missed OT – member to receive next available 12 hr. OT bock and receive a “no count”.	Status Quo
<b>Use of Comp Time on Christmas Eve &amp; Day</b>	Status Quo	Association Proposal 25 – Amend Article 3.2.1 (FF) & 3.2.2 (Battalion Chiefs) 10 members off on Comp Time for both Christmas Eve & Day
<b>Vacation day of Battalion Chiefs not counted toward number of members off per shift</b>		Association Proposal 15 – Amend Article 12.1
<b>Number of Personnel off on Vacation</b>	City Proposal 5 – Amend Article 12.1 to reduce employees off on vac 12 to 8	Status Quo

ISSUE	CITY PROPOSAL	ASSOCIATION PROPOSAL
<b>Sick Leave Bank Deletion</b>	City Proposal 9 – Amend Article 31 delete sick leave bank & replace with yearly sick leave accrual and use procedure	Status Quo
<b>Notification of Change in work Schedule (Battalion Chiefs)</b>	City Proposal 14 – Amend 8.10.1 Battalion CBA notice of change 14 days prior & changes in work shifts require permission of Chief or designee	Status Quo
<b>Delete Rotating Panel of Arbitrators</b>	City Proposal 15 – replace with Rules/Regs of PERB	Status Quo

**CRITERIA 1 – COMPARABILITY**

N.Y. Civ. Serv. Law §209.4 requires that in order to properly assess and determine the issues before it, the Panel must engage in a comparative analysis of terms and conditions of employment with “other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.”

**Position of the Parties & Determination on Comparability:**

The Association and the City have agreed on the listing of comparables. In a manner consistent with the 1989 Interest Arbitration Award chaired by John E. Sands between these same parties, and again in the January 2012 Interest Arbitration Award chaired by Jay Siegel, both Panel Chairs Sands and Siegel determined that the following Cities were appropriate as the Comparables for Albany: Rochester, Syracuse, Utica, Schenectady and Troy. As discussed in greater detail below, these are the comparables Association witness and Economist Kevin Decker used for his presentation on the City’s ability to pay.

Accordingly, the Cities of Rochester, Syracuse, Utica, Schenectady and Troy will be used as the listing of comparable communities for the purpose of this Award.

## CRITERIA 2 – ABILITY TO PAY

### A. The Association's Position

In a nut-shell, it is the Association's position that the City has the ability to pay for its monetary proposals. In this regard, the Association produced Kevin Decker of Decker Economics as its expert witness on the issue of City Economics. Mr. Decker offered the following relevant points:

- The City's fiscal year extends from January 1<sup>st</sup> to December 31<sup>st</sup>.
- Of the three governmental funds operated by the City, the General Fund is the largest. In 2013, the City spent approximately \$193 million and the General Fund expenditures constituted \$168.4 million or 87% of the 2013 expenditures. Firefighters (as well as other employees within the City) are compensated out of the General Fund.
- Personal services and employee benefits are the two largest expenditures out of the General Fund, accounting for about 74% of General Fund spending. Of this, about 55% is for Public Safety expenditures or which the Albany Police Department spends \$54 million and the City's Fire Department spends \$32.7 million.
- The City's revenue sources for 2013 were comprised primarily of Real Property Tax (32%), Sales and Use Tax (18%) and Payment in Lieu of Taxes (15.6%).
- On average between 2009 and 2014 the City purposes tax [levies] have gone up by just over one percent. That's the number in italics at the bottom of Column 2. In comparison, the rate of inflation for this period was around two percent. So the City has kept its tax levy increase... nearly a full percentage point under the rate of inflation.
- The City receives 100% of its tax levy. There's no issue of uncollected taxes. The collections are guaranteed by the County, and then... in terms of thinking about the split between homestead [residential] and non-homestead [business], approximately 65 percent of the property is homestead property.
- With respect to the tax burden of an average single family homeowner for 2014, the tax bill for an average home assessed at about \$154,100 is, including school, city, county and library tax, \$4,957.05. Approximately one-third of that amount is attributable to City

taxes; only 19.4% of the City taxes goes to the fire department, so only 6.2% of the homeowners' tax bill is attributable to the Fire Department (i.e. 84¢ per day)

- Over the last three year period, commencing December 31, 2011, the average Albany Taxpayer's City bill has increased by \$ 16.64 for an annual average increase of 1.08% representing about 0.02% of the average family income.
- Regarding the City's use of the State's constitutional debt limit from 2009-2014, "the City is not close to it. They've been under 40% for this entire period . . . currently at around 37.5% . . . an available margin of over 59 million dollars."
- With regard to Sales Tax, the City receives 32.17% of the 40% total sales tax receipts received by Albany County. Stats show that the City's Sales Tax revenues have increased to a point where for 2013 the City received approximately \$ 31 million and for 2014, the City is expected to receive about \$ 31.9 million in Sales Tax revenues.
- For 2014, the City maintains an unrestricted fund balance of approximately \$ 15.3 million. These funds can be spent in most any manner the City sees fit. For the period 2008-2013, the City's total fund balance has been about 12% – 15% of expenditures, with the unrestricted fund balances running between 9% – 12% of expenditures. The Association notes that this is significant given that Moody's recommends a minimum of unrestricted fund balance of 5% and the Government Finance Officers Association is recommending 15%. Accordingly, the Association notes that the City's fund balance is not indicative of any immediate fiscal problems, particularly since the City has had operating surpluses for three of the last five years. This means that while the City appropriated \$ 9.8 million for 2014, it is more likely than not that the City will not spend all of those monies.
- With respect to the Comptroller's Fiscal Stress Monitoring System, Mr. Decker's most updated information noted that the City's score was 35.4%; Scores between 0 and 45 percent, receive a "no designation" to the municipality's fiscal stress which is the lowest fiscal stress designation. (T-Vol.2-77-78). Mr. Decker explained that scores of 45%-55% receive a "susceptible to fiscal stress" designation, scores of 55%-65% get a "moderate fiscal stress" designation, and over 65% is designated "significant fiscal stress". (T-Vol.2-78). With regard to viewing the City as a fiscally eligible community, Mr. Decker noted: "There are two criteria that are looked at for municipalities in the state. There is a

fund balance criteria. If your average fund balance over the last five years is less than 5%... (Albany obviously did not qualify under that criteria) [Secondly] if your average full value tax rate is in the top 25 percent that also puts you on the list (Albany is on the list because of this).” (T-Vol.2-80)

- With regard to the impact of the Association’s wage proposal on the average taxpayer, the Union note that the salary driven pay for the Association is approximately \$16.5 million for 2012 and \$16.9 million for 2013. Assuming a 2.5% pay increase, and assuming further that such pay increase is funded totally through an increase in real property taxes, the average homeowner’s taxes would increase by \$ 15.70 per year.
- Next, the Union notes that the City’s general obligation bonds are rated at “double A minus” by Standard and Poor’s – meaning that the City’s bonds are of high-grade, high-quality and this rating is the fourth highest on Standard and Poor’s scale of 22 ratings.
- Next, the Association notes that the Albany Police Officers Union settled on terms covering January 1, 2010 through December 31, 2013. The PBA bargaining unit received salary increases of two percent for January 1<sup>st</sup>, 2010, two percent for January 1<sup>st</sup>, 2011, three percent effective January 1<sup>st</sup>, 2012, and two and a half percent effective January 1<sup>st</sup>, 2013. The agreement with this bargaining unit was reached in November 2012. Those first three raises of two percent, two percent and three percent were full retro. The two years applicable in the instant matter reflect a three percent and the two and a half percent that the police were awarded in 2012 and 2013. (T-Vol.2-85)
- Next, in comparing relevant demographic and socioeconomic indicators for the comparables, Mr. Decker summarized and emphasized the importance of the information contained in this exhibit: “...when you look at Albany’s demographics, none of these places stack up to Albany.” (T-Vol.2-91) Albany is first or second in every indicator examined by Mr. Decker in this exhibit: (1) population increase, (2) median family income, (3) lowest percentage of families in poverty, (4) lowest unemployment rate, (5) percentage of adult population with Associate’s Degree or higher, (6) median value of owner-occupied housing, (7) per capita taxable value (Albany has the highest value despite all the tax exempt property in the City, (8) use of state constitutional tax limit and (9) S+P rating. (T-Vol.2-93-94)

- Finally, the Union, with the assistance of Mr. Decker, concluded: "I think that the City does have an ability to pay a reasonable increase, and by reasonable increase I think something along the lines of what was negotiated with the police union would be considered reasonable in this case." (T-Vol.2-95-96)

#### B. The City's Position

As its initial point, the City notes that the Albany Police Officers' Union (consisting of rank and file police officers), negotiated a 2% in fiscal year 2010 and a 2% in fiscal year 2011, together with health insurance changes, including an agreement that all newly hired police officers will make substantial health insurance contributions for the life of their career. Prior to that time all Police employees contributed toward health insurance until eight years of service; thereafter, the City fully funded the health insurance benefit. In fiscal year 2012, the police negotiated a 3% wage adjustment followed by a 2.5% increase in 2013 in exchange for major concessions on Health Insurance. It is the City's position that the current fiscal climate cannot support the extension of such wage adjustments to the Firefighters. This conclusion is supported by the extensive testimony of Budget Director Alam, together with the Exhibits she presented to the Panel. The main points supporting this City argument are as follows:

- Albany is New York State's capital City and as so, has the burden of lost tax revenue due to the high percentage of tax exempt property, mostly State owned, within its borders. Beginning at the end of 2009 and into 2010, the City of Albany experienced "serious financial challenges due to lower than anticipated State Aid (or AIM) payments, lower sales tax revenue and higher employee pension contributions."
- Starting in 2009 and moving forward to the present time, there continues to be a loss in the State revenue/AIM funds to the City of Albany. In addition, State pension costs and health insurance costs continue to rise. The City receives far less in per capita State Aid than other comparable cities [as compensation] for all of its tax exempt State owned property.

- Currently, 57% of all property in the City is tax-exempt; 80% of all commercial property is tax-exempt. Since 2009, the City's commercial tax base has declined by 13.3% and our overall tax base is down 7%.
- The City's reaction to these serious and pressing fiscal issues included a change to retiree health Medical Advantage requirements; a reduction in the workforce; cutting operational expenses and provided no wage increases over an extended period to its non-union workforce. The City also was able to successfully negotiate, with two non-public safety unions, wage freezes for 2010 and 2011; it successfully negotiated health insurance changes with not only two blue collar units, but with its largest union - the Albany Police Officers' Union, a Union that also enjoys the benefits of interest arbitration under New York's Taylor Law.
- In a 2010 "Analysis of the Fiscal Impact of State Government Policies and Tax-Exempt Properties," the Public Financial Management Group conducted a management audit of the City of Albany. This Analysis, entitled "Capital Punishment" noted that while the City was an efficiently run municipality and had made significant strides toward prudent financial management in the last 16 years, the City faces substantial financial hurdles that are mostly outside of its immediate control. At the heart of Albany's anemic revenue profile is its role as the seat of State and County government, as well as the host for the State University of New York (SUNY) Central Administration and a major research campus of SUNY. As a result, nearly two thirds of the value of Albany's real property is exempt from taxation.
- While the State has recognized the plight of its upstate urban centers and created the AIM program to assist them, Albany receives only a fraction of AIM per capita funding of other major upstate cities.
- In February 2014, Mayor Kathy Sheehan noted that the City of Albany meets the statutorily established criteria of a "fiscally eligible municipality" - with expenditures outpacing City budgeted and available revenues. As a result, the City is seeking for the Financial Restructuring Board to make recommendations (as it is charged to do) for "reforming and restructuring City operations."
- Of all its neighbors and comparable jurisdictions, Albany remains one of the highest taxing entities to the point of relying on its fund balance to bridge its budget deficits.

These factors continue to impact the City even today. In this regard, Ismat Alam, the City's Budget Director testified to the City's past, present and forecasted economic situation. Ms. Alam testified that even without any consideration for wage adjustments (not only for Fire personnel, but City wide), the City faces a "deficit [of] over \$21 Million".

- Retirement System costs for the Fire unit have increased 4150.5% from 2000-2014 while City Health Insurance payments rose 64.91% over approximately the same time period. City wide from 2004-2013 Retirement System costs jumped 28%, while City wide Health Insurance over the same time period jumped 27%. From 2010-2014 the City experienced a level provision of and a greater use and tapping into the rainy day/Contingency Fund. In fact, only \$445,585.00 was budgeted for contingency in fiscal 2014. By the time of the instant Interest Arbitration, the City had "already used \$349,390.00 ... because of the [contract] settlement in 2012 [paid in 2014] for the Non-Sworn [Police Civilian Unit]. ... we have less than \$100,000.00 left right now ... we haven't even started June yet".
- From 2010-2014 the City experienced a 13.3% decline in commercial property development. In the years from 2010-2014 the City raised Homestead (residential) property taxes by 11 %, and Non-homestead (commercial) property taxes by 13.0%. Among the established "comparable communities" the City of Albany stands slightly behind the City of Schenectady with the highest level of taxation.
- As noted in Mayor Sheehan's Memorandum to the Common Council, "The City is running out of Fund Balance to cover its deficit ... the gap between spending and revenue continues to grow" and the Mayor predicts that "Albany's Fund Balance is projected to fall below 5% of operating expenses at the end of 2014." To address the situation and as Albany is a "fiscally eligible municipality" the City has submitted its condition for State Financial Restructuring/Board review. The economic conditions of New York State's Capital City are not sustainable.

Accordingly, and based on the foregoing, the City maintains that it simply cannot afford an Award designed around the Association's demands.

## **DISCUSSION – ABILITY TO PAY**

While Albany's financial picture is not all doom and gloom, the fact remains that Albany faces many financial challenges: rising costs of employee benefits, all but a stagnant State Aid, high costs for fuel and utilities to name a few. These challenges are compounded by the fact that the cost of serving as the State's Capital, the County seat, and the region's largest city has resulted in a high percentage of tax exempt property, mostly State owned. In this regard, currently, 57% of all City property is tax-exempt, and 80% of the City's commercial property is tax-exempt leaving Albany's homeowners and a short list of private sector businesses to shoulder the burden of providing services to both residents and the more than 70,000 commuters who enter the City each work day.

Albany's most immediate and pressing challenges are a structural budget deficit estimated at between \$11 and \$18 million that has been overcome each year by band-aide measures such as spin-ups of 19A payments from the State, selling off space in the City's landfill, and spending down the City's fund balance.

As noted above, Albany's financial future is not all doom and gloom since the City can capitalize on some inherent assets and opportunities. For example, because of Albany's location and stature, the academic and health sectors located within the City, and a relatively stable employment picture all provide a basis to encourage more investment in the City. In addition, the record reflects that since the end of 2011, there has been a slight increase in the Taxpayer's City bill over the last three year period, amounting to approximately \$16.64 or 1.08% annual increase.

In addition to those positive factors noted above, the record reflects that the City's sales tax revenue has increased steadily since the 2009-10 recession years, resulting in just under \$31 million in 2013, exceeding pre-recession levels. The projection for 2014 is approximately \$31.9 million in sales tax revenues. Adding to Albany's positive and stable financial picture is an approximate \$15.3 million unrestricted fund balance and a general obligation Standard and Poor's bond rating of double A minus. This rating reflects a stable outlook and confidence in the

City's future. Indeed, the City is to be commended on its outstanding job of managing its resources through difficult times to a point where it has emerged in decent financial health.

Given the foregoing, while it is clear that the City does not have the ability to pay for the sum total of the Association's economic proposals, a majority of the Panel finds and concludes that on balance, the City has the ability to pay for the wage increases provided in this Award, particularly given the Panel's determination on health insurance changes, contributions, and the retroactive effect of the wage increases awarded as discussed in detail below.

### **CRITERIA 3 – THE INTERESTS AND WELFARE OF THE PUBLIC**

#### **A. The Association's Position**

It is the Union's position that the City and its residents benefit from having a professional, well-trained Fire Department. Moreover, there is no dispute that the work of the City's Fire and Police Departments encompasses tasks that are inherently dangerous and thus require the best of equipment and training. Therefore, the Union notes, in order to maintain the Albany Fire Department at its highest level, it is important to provide a salary and benefit packages that retains and attracts current employees and qualified candidates for future positions. It is therefore the Panel's task to issue a determination that accomplishes this important task.

#### **B. The City's Position**

While the City agrees with the Union's contentions, the City advises that the product of this Award will have a definite impact on the citizens and taxpayers of the City as well as its economic future. Thus, the City notes that while it is not "destitute" from an economic standpoint, the City struggles with day-to-day responsibilities of increasing costs, mostly associated with Health Care and Pension costs for its employees, costs over which, to date, it has had little control. Thus, when considering the City's economic forecast, which as of this date, is not a bright one, the City urges the panel to exercise its power and authority with great care and caution when fashioning its Award.

## **DISCUSSION – THE INTERESTS AND WELFARE OF THE PUBLIC**

Given the Panel’s review of the Statutory Criteria regarding this topic, we are inclined to agree with the position of both parties in that it is our task to fashion an Award that maintains the terms and conditions of both bargaining units at a competitive level, in line with the Albany Police Department’s agreement with the Albany Police Officer’s Union (“APOU”), but yet achieves the delicate balance of providing an Award which the City can afford. As a result, in achieving this balance, the Panel will reject a number of proposals from both sides as it deals with the task of fashioning an Award that provides decent, yet affordable salary increases, and addresses the City’s interests in reining in, to the most reasonable extent possible, soaring Health Care costs.

## **CRITERIA 4 – COMPARISON OF PECULIARITIES OF THE F.F. PROFESSION**

The Panel has carefully considered the Statutory Criteria regarding the comparison of the Firefighting profession with other trades and professions, including specifically, (1) the hazards of employment, (2) physical qualifications; (3) educational qualifications; (4) mental qualifications, and (5) job training and skills. It is the Union’s position that the Firefighting profession is a unique one such that aside from a comparison with the day-to-day inherent risks of the Police Department, with whom the Albany Firefighters work on a regular basis, there are no other comparisons.

The Panel does recognize that appropriate weight must be given to the particularly hazardous nature of the work performed by the Albany Firefighters and is mindful of the unique training, skills and pressures that Firefighters face each and every day – this Panel understands and appreciates the inherently dangerous nature of this profession as well as the impact of this profession on a Firefighter’s quality of life and life span.

## THE PROPOSALS BEFORE THIS PANEL

### I. WAGE INCREASES

#### A. The Association's Position on Wage Increases

In its proposal, the Association seeks a 4% increase in salary to take effect on January 1, 2013, and another 4% to take effect on January 1, 2014<sup>1</sup>. The Association justifies its proposal by noting the following:

- First, the Association notes that its workload has significantly increased over the last five year period;
- Second, workload comparisons with other Fire Districts comparable to Albany demonstrate that Albany Firefighters represent the median, and therefore respond to more calls than does Schenectady, Troy and Utica, but less than Rochester and Syracuse.
- Third, the Association notes that Albany's emergency medical service ("EMS") calls have been consistently increasing to a point where, aside from Syracuse, Association bargaining unit members currently respond to more EMS calls than do any of its comparable Fire Districts;
- Albany's Labor Market Firefighters who compete for the same goods and services as Albany does received increases of between 2% and 4% for the two years at issue in this Interest Arbitration, and finally,
- The Association maintains that the City has the ability to pay for its requested increases in salary particularly given the fact that the City negotiated and agreed upon salary increases of 3% for 2012 and 2.5% for 2013 for its other Public Safety bargaining unit, the Albany Police Officer's Union.

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<sup>1</sup> Not 6% as noted by the City.

## B. The City's Position on Wage Increases

It is the City's position that the salary increase sought by the Association are not realistic given today's economic climate. The City relies on the following to justify its position:

First, the City maintains that one must look at the "real" cost for the top grade (5 years of service) Firefighter, since this is where the majority of the bargaining unit fall. Here, the City notes that while the base wage is \$59,155, the average annual wage when adding in overtime, holiday pay, contractual stipends, health insurance and so forth results in a annual payment for the Top Grade Firefighter of approximately \$119,536, twice the base wage rate for this grade.

Next, the City notes that its Firefighters do well being the second highest paid among all comparables. Moreover, the City adds, in 2012 and 2013, a time when most of the comparable communities saw either a wage freeze or stalled negotiations, only the City of Schenectady was able to negotiate a 4% wage adjustment. Given the City's declining revenues and increasing expenses, the City is doing what it must to ensure its future which means holding the line with the participation of all its employees. Thus, to pay any kind of "reasonable increase" would result in the City's projected budget deficit for 2015 of \$21 million.

## II. HEALTH INSURANCE

### A. The City's Position on Health Insurance [City Proposals 6 & 6A]

City Proposal 6 and 6A seek to amend both the Firefighter and Battalion Chiefs CBAs to revise the health insurance plan options, modify the concept of employee contribution and overall update the contractual language. The City offers the following in support of its proposal.

First, the City notes that has not singled out the Firefighters in its proposal to modify and modernize the Health Insurance provisions. In this regard, the City notes that it has made a City-wide effort to move away from the Empire Blue Cross Wrap Around and the Empire Blue Cross Extended plans to plans that are more up-to-date in terms of provisions of benefits and options,

while at the same time attempting to rein-in spiraling health insurance costs<sup>2</sup>. There plans were designed specifically for the City of Albany years ago and currently do not exist outside of the City. Currently, the City is self-insured and works with a Third Party Administrator to assist with plan operations.

Second, the City notes that it was successful in negotiating a modification to its provision of health insurance with the Albany Police Officers Union (“APOU”), a unit consisting of 279 Police Officers and Detectives. In this regard, the City notes that the APOU agreed to the elimination of the Blue Cross Extended and wrap-around plan options and enrollment in the Blue Cross PPO Plan or the CDPHP plan. In addition, the APOU agreed that new hires would contribute toward their health insurance premiums for the duration of their career at a rate of 10% for Individual and 25% for Family coverage. Other negotiated changes include a tiered prescription drug component (a move away from a flat \$7 fee for all drugs) and updates to provisions of benefits. In addition to successful negotiations with the APOU, the City notes that other Unions also agreed to these changes including the AFSCME Blue Collar Unit, the Operating Engineers, and the City’s non-Union personnel. All toll, the City notes that these modifications resulted in savings amounting to approximately \$200K each year.

B. The Association’s Position on Health Insurance [Association Proposal 23]

In its proposal, the Association seeks to codify current practices by the City which provide health insurance to its retirees at no cost to the retiree with the inclusion of the following language in the CBA:

Members who retire after 12/31/11 will receive health insurance during retirement at no cost and with coverage and benefits equal to or better than those employed on their last day of employment.

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<sup>2</sup> As of 2014, the City notes that the Family Premium cost \$1,775.99 per month, and the Individual Coverage cost \$763.45 per month. In addition, Bargaining Unit employees contribute toward their health insurance premium for their first seven years of employment at a rate of 10% for Individual coverage and 25% for Family coverage, after which the City pays for 100% of the premium amount. Consistent with the Current City Policy that retirees pay, at the time of their retirement, what they paid as an employee, employees who, at the time of their retirement, paid nothing toward their health insurance enjoy health insurance in retirement with the City paying 100% of the cost.

Currently, there is no language in either CBA that addresses health insurance at Retirement. In this regard, the Association notes that it is nearly alone since all comparable Fire Department provide some type of contractual guarantee regarding health insurance upon retirement. However, the Association stresses the need for such language given the fact that the City has recently proposed imposing a health contribution on its retirees consisting of 10% for Individual Coverage, and 25% for Family Coverage. Such a contribution would have a substantial financial impact on those on a fixed income the Association notes. In addition, while the City currently provides retiree coverage under the Blue Cross/Shield PPO Plan, the Association notes that there is simply no guarantee that the City will continue to do so in the future. Moreover, the Association adds, unit members assumed the job as City Firefighters with the understanding that they would enjoy the benefits of a solid health insurance program throughout their career and into retirement.<sup>3</sup> Indeed, the Association notes, given the day-to-day health and safety dangers to which an Albany Firefighter is subjected, the need for health insurance into retirement is a substantial one.

C. The City's Response to Association Proposal 23

The City rejects the notion of including language in the CBA that memorializes what to date has been a City Policy in providing health insurance to its retirees. In this regard, the City notes that none of the CBAs between the City and any of its bargaining units includes such language. Currently, the City notes that with the absence of negotiated contractual language, City employees, once retired, are subject to legislatively imposed changes in the provision of retiree health insurance. While the City understands the desire for any of its employees to know that their health insurance will continue into retirement, the City notes that the issue of Retiree Health Insurance is not a matter that should be addressed by an Interest Arbitration Panel.

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<sup>3</sup> The record shows that currently, there are 132 bargaining unit members who are eligible to retire with 20 or more years of service.

#### D. The Association's Response to City Proposals 6 & 6A

The Association notes that while it is willing to accept an overall health insurance package that eliminates the Blue Cross Wrap Around and Blue Cross Extended Plans, the proper forum for dealing with this as well as other health insurance issues is a City-wide committee of Council members, City Administrators, and representatives from all City Unions to air concerns and ideas from all sides and fashion a comprehensive health insurance plan to address these important issues. In addressing the City's proposal for a 10%/25% insurance contribution for new hires, the Association labels such proposal as "draconian", particularly since there will be no immediate cost savings, and more importantly, that it will create a "two tiered" bargaining unit, each tier having a different contribution rate, but all employees within each tier performing identical tasks and responsibilities.

#### PANEL DISCUSSION ON WAGES AND HEALTH INSURANCE

In breaking with the traditional separate discussion regarding wages and health insurance, the Panel will deal with them as a "package", since in reality, wages and health insurance issues are inexorably intertwined for changes in one clearly impact the other.

First, with respect to Wages, it is the Panel Majority's conclusion that Association members should enjoy a wage increase no less than that achieved by the APOU. However, mindful of the fact that the APOU enjoyed an immediate implementation of these wage increases, it is the Panel's decision that the implementation of these two wage increases for members of the bargaining units members at issue will begin as of December 31, 2014 for the following reasons:

- The APOU's agreement on health insurance changes became effective at the same time as did their wage increases. Members of the Associations at issue in this proceeding however continued to enjoy the Empire Blue Cross Wrap Around and Empire Blue Cross Extended Plans during the period encompassed by this Award.

- Full retroactivity of these wage increases will be extremely costly to the City (estimated at approximately \$1.7 Million)<sup>4</sup> for which the current budget does not provide.

Next, with respect to Health Insurance, the Panel Majority Conclude as follows:

- First, we agree that the creation of a two-tiered health insurance contribution plan for active employees is not a good idea. Indeed, in a recent interview regarding current negotiations with the United Auto Workers Union, Fiat/Chrysler Corporation President and CEO Sergio Marchionne agreed that the two wage tier system at Chrysler Corporation was not, in retrospect, a good idea and should be eliminated in exchange for a single wage system. Moreover, and as noted by the Association, implementation of the City's proposal for new hires will produce negligible savings for the current future.
- Next, we agree with the Association that exploration of other health insurance models by a joint Labor-Management Committee is a wise idea. Moreover, this joint Labor-Management Committee should be tasked with the discussion of health insurance models for both active members as well as retirees. In this regard, and by way of example, in response to continually escalating health benefit premium costs, Erie One BOCES, located in Western New York, established the NY44 Health Benefits Plan Trust in 2003. The Plan later expanded to employees and eligible retirees not only from Erie 1 BOCES, but also to schools throughout New York State. As it begins its eleventh year of operation, and having achieved self-funded status as of January 2008, the Trust has grown to approximately 14,000 enrollees in 50 participating school districts, BOCES and Community Colleges representing over 177 bargaining units. Throughout this time, the Trust has managed to keep yearly increases in the single digits, well below the "Community" standard. What makes the Trust unique is that the plan, overseen by the New York Insurance Department, is controlled by 10 trustees who are employees of Erie 1 BOCES and represent all participating schools: five appointed by the labor organizations and five appointed by Erie 1 BOCES' administration. Because the Trust is jointly run, both union and management have an equal say in how it operates including

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<sup>4</sup> As if December 31, 2011, a 1% increase amounted to approximately \$219,000. Thus, a 3% increase in 2012, compounded by a 2.5% increase in 2013 amounts to approximately \$1.7 Million.

decisions about benefits offered to the members and annual contribution rates charged to the school. The Trust plans have historically helped contain costs for enrolled schools. As a self-funded plan, the Trust benefits from having contribution rates which more closely reflect the actual health claims experience of the Trust's covered employees as opposed to a traditional insurance plan, employing a 'community rating'.<sup>5</sup> The City of Rochester, noted in the Association's presentation, and Erie County, the latter of which this Arbitrator was involved in creating, each designed a Labor-Management health insurance program that provides premium coverage for active employees as well as retirees, is portable, and has resulted in substantial savings. In its first year of operation, the County of Erie witnessed a savings of approximately \$25 Million.

Given the foregoing, and following careful consideration of the Statutory Criteria, testimony and exhibits, documentation and post-hearing briefs filed, the Panel hereby makes the following Awards:

**AWARD – DURATION**

The term of this Award shall be from January 1, 2012 through December 31, 2013.

<u>  X  </u>	_____		<u>  3/30/15  </u>
CONCUR	DISSENT	JAMES W. ROEMER, Jr., ESQ. EMPLOYER PANEL MEMBER	DATE
<u>  X  </u>	_____		<u>  4/7/15  </u>
CONCUR	DISSENT	JOHN M. CROTTY, ESQ. EMPLOYEE PANEL MEMBER	DATE

<sup>5</sup> For more information, see [www.ny44.e1b.org](http://www.ny44.e1b.org).

**AWARD ON BASE WAGES**

**ARTICLE 15.1 – SALARIES**

The salary schedule shall be increased, effective December 31, 2013 as follows:

- The Salary Schedule in effect as of December 31, 2011 shall first be increased effective January 1, 2012 by 3.0% for all positions;
- The Salary Schedule created by the 3% increase shall again be increased for all positions by 2.5% effective January 1, 2013.

The salary increases generated by the above changes to the Salary Schedule and any costs associated therewith such as overtime rates, holiday compensation, etc. generated by the foregoing changes to the 2012 and 2013 Salary Schedules shall be payable on and after December 31, 2013 and not before.

<u>X</u>	_____	<u>James W. Roemer, Jr.</u>	<u>3/30/15</u>
CONCUR	DISSENT	JAMES W. ROEMER, Jr., ESQ. EMPLOYER PANEL MEMBER	DATE
<u>X</u>	<u>X</u>	<u>John M. Crotty</u>	<u>4/7/2015</u>
CONCUR	DISSENT <i>on retroactivity</i>	JOHN M. CROTTY, ESQ. EMPLOYEE PANEL MEMBER	DATE

**AWARD ON ARTICLE 27 – HEALTH INSURANCE**

**ARTICLE 27.2 AND 27.3** Shall be Modified as follows:

With at least 60 days' notice to the Association, the City shall have the right to change the Health Insurance program set forth in Article 27.3 of the 2010-2011 Collective Bargaining Agreement, and if the City exercises such option, the Current Health Insurance programs set forth in Article

27.3 of the APPFA CBA and APPFA (Battalion Chiefs) CBA shall be modified to read as follows:

- 27.3 Effective on the date that the City implements the health insurance plans authorized by the Interest Arbitration Award dated \_\_\_\_\_, 2015, the health insurance offerings to bargaining unit members shall be CDPHP (Group #10000479-0004) or the City Empire Blue Cross/Blue Shield PPO Option (Group #997182-020) with the following components:
- a) A utilization review management process shall be instituted with:
    - 1. Pre-Certification component with utilization review;
    - 2. Mandatory second surgical opinion, and
    - 3. Mental health/Substance inpatient utilization review.
  - b) There shall be mandatory mail order for custodial/maintenance drugs.
  - c) There shall be mandatory generic substitution for prescription drug coverage.
  - d) Prescription drug co-pay shall be as follows:
    - BCBS PPO: \$2/\$7/\$20 [Generic/Formulary/Non-formulary]
    - CDCHP: \$5/\$20/\$35 [Generic/Formulary/Non-formulary]
  - e) The City will comply with NYS Timothy's Law/Mental Health Parity Act -- The Act requires insurers to provide the same level of benefits for mental illness or substance abuse as for other physical disorders and diseases. These benefits include visit limitations, deductibles, copayments and lifetime and annual limits.

  X    
CONCUR

DISSENT

James W. Roemer, Jr.      3/30/15  
JAMES W. ROEMER, Jr., ESQ      DATE  
EMPLOYER PANEL MEMBER

CONCUR

  X    
DISSENT

John M. Crotty      4/7/15  
JOHN M. CROTTY, ESQ      DATE  
EMPLOYEE PANEL MEMBER

**AWARD ON EMPLOYEE CONTRIBUTION FOR HEALTH INSURANCE**

Upon the Association's receipt of the 60-day written notice by the City to the Association of its intent to replace the Health Insurance programs set forth in Article 27.3 of the 2010-2011 CBAs, Article 27.2 shall be amended to read as follows:

27.2 All bargaining unit members who accept Health Insurance benefits under the health insurance agreements shall pay 10% of the premium cost for such coverage for the duration of their employment with the City.

<u>  X  </u> CONCUR	<u>          </u> DISSENT	<u>James W. Roemer, Jr.</u> JAMES W. ROEMER, Jr., ESQ. EMPLOYER PANEL MEMBER	<u>3/30/15</u> DATE
<u>          </u> CONCUR	<u>  X  </u> DISSENT	<u>John M. Crotty</u> JOHN M. CROTTY, ESQ. EMPLOYEE PANEL MEMBER	<u>4/7/15</u> DATE

**HEALTH INSURANCE FOR RETIREES**

The Association's proposal to include language in the CBA which codifies the City's practice of providing Health Insurance to any Firefighter who retires after December 31, 2011 is rejected. However, with regard to those bargaining unit members who, as of December 31, 2013 were not contributing to their Health Insurance Coverage shall be deemed, under the City Policy/Practice in effect as of the execution of this Award, to be contributing 0% of their health insurance premium<sup>6</sup>.

<u>  X  </u> CONCUR	<u>          </u> DISSENT	<u>James W. Roemer, Jr.</u> JAMES W. ROEMER, Jr., ESQ. EMPLOYER PANEL MEMBER	<u>3/30/15</u> DATE
<u>          </u> CONCUR	<u>  X  </u> DISSENT	<u>John M. Crotty</u> JOHN M. CROTTY, ESQ. EMPLOYEE PANEL MEMBER	<u>4/7/15</u> DATE

<sup>6</sup> It is understood that pursuant to the City's prevailing policy/practice, a retiree shall pay that percentage of the premium amount in retirement as he/she paid while employed in active City status.

### **III – ASSOCIATION PROPOSAL NO. 9 – PARAMETIC RIG INCENTIVE**

#### **A. The Association’s Position**

The current CBA does not provide any incentive for working on a Paramedic rig. The Association offered the following as justification for its proposal:

Members of the paramedic companies are required to work harder because their companies are very busy. Members must go through additional training. Members are inversed into the paramedic companies because it is difficult to keep people on the rigs.

(Testimony of Battalion Chief Michael Burns, TR Vol 1 at 97)

The cost of the Association’s proposal amounts to \$2080 per person per year with a minimum of 32 unit members, and a maximum of 40.

#### **B. The City’s Position**

It is the City’s position that this proposal should be rejected by the Panel. In this regard, the City notes that it already provides monies, at various levels, which should serve as the incentive, particularly the yearly stipend set forth in the CBA to any Unit Member who is a Paramedic, an amount of \$2,200 per year. Moreover, the City maintains that this incentive, if granted, is subject to overtime calculations, and all toll, will amount to a very costly proposition. The Department has, on average, 3 to 4 Paramedics inversed to Paramedic Rigs, which would cost approximately \$70,000 per year.

### **DISCUSSION & AWARD ON ASSOCIATION PROPOSAL 9**

Following our careful review of the record, the Panel Majority finds support for the Association’s proposal to create some type of incentive for Paramedics. The problem, as we see it, lies in the fact that Paramedics are obligated to serve in this capacity for a period of five (5) years, after which time a number of them elect to leave the position. As a result, the Department

is left with no choice but to inverse Paramedics in order to maintain their crucial service. Accordingly, the Panel believes that an incentive should begin at the beginning of a Paramedic's sixth year of service on a Paramedic Rig as a means to retain Paramedics who might otherwise elect to leave the position. Therefore, the Panel makes the following AWARD:

Effective upon the execution of this Award, Paramedics who qualify as of that date and thereafter shall be entitled to the following incentive: At the beginning of their Sixth (6<sup>th</sup>) year of consecutive service as a Paramedic on a Paramedic Rig, said employee shall receive a stipend of a \$1.00 per hour increase. Said increase shall continue so long as said employee continues in such Paramedic Rig service.

<u>  X  </u>	<u>          </u>	<u>James W. Roemer, Jr.</u>	<u>3/30/15</u>
CONCUR	DISSENT	JAMES W. ROEMER, JR., ESQ. EMPLOYER PANEL MEMBER	DATE
<u>          </u>	<u>  X  </u>	<u>John M. Crotty</u>	<u>4/7/15</u>
CONCUR	DISSENT	JOHN M. CROTTY, ESQ. EMPLOYEE PANEL MEMBER	DATE

**CITY PROPOSAL 15 – ARTICLE 20, ARBITRATION & ARTICLE 21, DISCIPLINE**

The City seeks to amend both CBAs concerning the existence of an Arbitration Panel. Specifically, the City seeks to Amend Article 20 by deleting the reference to an Arbitration Panel as set forth in Section 20.4. The City also seek to amend Article 21, at Section 21.4.3 by deleting this entire section in its entirety, and replacing it with the following language:

If the employee elects to proceed to arbitration, the Arbitrator shall be selected in accordance with the NYS PERB's Rules for the Selection and Appointment of an Arbitrator. In any event, the parties may, at their discretion, mutually agree to an Arbitrator.

Consistent with the foregoing, the City also seeks to DELETE Appendix "C" in its entirety, and to AMEND Appendix "E" at Section 19 by deleting "using the rotating list of arbitrators set forth in this agreement for the contract grievances and disciplinary arbitrations." And finally, the City seeks to Amend the CBAs wherever applicable as to utilization of NYS PERB's Rules of Procedure to replace Appendix "C".





**CITY PROPOSALS 3 & 13– AMEND “OLD GRIEVANCE REMEDY”**

Article 3, Work Schedules, at Section 3.5.10 (& Battalion Chief CBA Section 3.5.7) provides, in relevant part:

Where a member of the bargaining unit is inadvertently passed over by the Department, then, that member of the bargaining unit shall be given first preference for the next available pre-planned overtime which occurs.

. . . In this situation, [the “old grievance remedy” of the aggrieved member working as an “extra man”] the aggrieved member shall have the right to work on the date of their choosing, on a Company assigned by the Battalion Chief with the consent of the Fire Chief and/or his designee, within thirty (30) days of the date of settlement.

The City proposes replacing the foregoing second paragraph with the following:

In these instances, the member will receive the next available twelve (12) hour overtime block and will receive a “no count.”

The City supports its proposal by noting that the “old grievance remedy” provides that when an employee is inadvertently skipped over for overtime, that employee must be given work even if that employee is not needed to provide the necessary staffing coverage. The City notes that this remedy is not economic feasible nor prudent since it results in overstaffing and the utilization of overtime since even though a Platoon may have this “extra man”, that “extra man” does not count toward any internal staffing minimums.

The Association objects to the change proposed by the City, noting that these demands address situations that are “rare (almost none with Battalion Chiefs and maybe 6 in the last year with the Firefighters). In response, the City notes that from January 2011 through October 2012, there were approximately 23 occurrences for an estimated 130 hour of unnecessary time.

**DISCUSSION & AWARD – CITY PROPOSALS 3 (F.F.) & 13 (BATTALION CHIEFS)**

The Panel Majority grants the City’s proposed change. The Panel Majority reached this conclusion since it is the intent of this provision to make any individual who was inadvertently passed over for an overtime opportunity whole – it is not nor should it be a “make work”



**AWARD ON REMAINING ISSUES – CITY OF ALBANY**

Any proposals and/or terms other than those specifically modified by this Award are hereby rejected.

<u>  X  </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
CONCUR	DISSENT	JAMES W. ROEMER, Jr., ESQ. EMPLOYER PANEL MEMBER	DATE 3/30/15

<u>  X  </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
CONCUR	DISSENT	JOHN M. GROTTFY, ESQ. EMPLOYEE PANEL MEMBER	DATE 4/7/15

**AWARD ON REMAINING ISSUES – ASSOCIATION (LOCALS 2007 & 2007A)**

Any proposals and/or terms other than those specifically modified by this Award are hereby rejected.

<u>  X  </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
CONCUR	DISSENT	JAMES W. ROEMER, Jr., ESQ. EMPLOYER PANEL MEMBER	DATE 3/30/15

<u>                    </u>	<u>  X  </u>	<u>                    </u>	<u>                    </u>
CONCUR	DISSENT	JOHN M. GROTTFY, ESQ. EMPLOYEE PANEL MEMBER	DATE 4/7/15

**RETENTION OF JURISDICTION**

The Panel hereby retains jurisdiction of any and all dispute arising out of the interpretation of this award for a period of 120 days from its execution date.

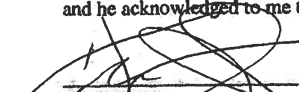
<u>X</u> CONCUR	DISSENT	<u>James W. Roemer, Jr.</u> JAMES W. ROEMER, Jr., ESQ. EMPLOYER PANEL MEMBER	<u>3/30/15</u> DATE
<u>X</u> CONCUR	DISSENT	<u>John M. Crotty</u> JOHN M. CROTTY, ESQ. EMPLOYEE PANEL MEMBER	<u>4/7/15</u> DATE

ACCORDINGLY, the Panel, following consideration of the record evidence and after due consideration of the statutory criteria, executes this instrument which is the Panel Award.

STATE OF NEW YORK  
COUNTY OF WESTCHESTER) ss.:

*new york*

On this 17 day of April, 2015 before me personally came and appeared Dennis J. Campagna, Esq., to me known and known to me to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.

  
DENNIS J. CAMPAGNA

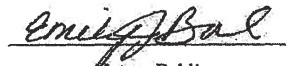
  
Notary Public

ELIZABETH ANAYA  
Notary Public - State of New York  
NO. 01AN6185758  
Qualified in New York County  
My Commission Expires 9/2/2018

STATE OF NEW YORK  
COUNTY OF ALBANY) ss.:

On this 30<sup>th</sup> day of March, 2015 before me personally came and appeared James W. Roemer, Jr., Esq. to me known and known to me to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.

  
JAMES W. ROEMER, Jr.

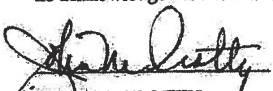
  
Notary Public

EMILY J. BOND  
Notary Public, State of New York  
No. 01BO6313190  
Qualified in Albany County  
Commission Expires 10-14-2018

STATE OF NEW YORK  
COUNTY OF ~~ALBANY~~ ss.:

~~ALBANY~~  
ORANGE

On this 1<sup>st</sup> day of April, 2015 before me personally came and appeared John M. Crotty, Esq. to me known and known to me to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.

  
JOHN M. CROTTY

  
Notary Public

MEGAN MAXWELL  
NOTARY PUBLIC, STATE OF NEW YORK  
Qualified in Orange County  
Reg. No. 01MA6278664 34  
Commission Expires March 25, 20 13

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of Compulsory Interest Arbitration :  
Between :

ALBANY PERMANENT PROFESSIONAL :  
FIREFIGHTERS ASSOCIATIONS, :  
LOCAL 2007, LOCAL 2007-A, I.A.F.F., :  
AFL-CIO, :

-and- :

THE CITY OF ALBANY, NEW YORK. :

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**CONCURRING OPINION OF  
PUBLIC EMPLOYER PANEL  
MEMBER JAMES W.  
ROEMER, JR., ESQ.**

**PERB Case No.:  
IA2013-014; M2012-289**

I am constrained to write a Concurring Opinion to this Award. The Interest Arbitration process is not an exact science and, to a large extent, it is an extension of the negotiating process. The parameters of this Award reflect that negotiating process. For example, even though the City of Albany and the Police Officer's Union long ago entered into a Collective Bargaining Agreement covering the same period of time that this Award covers, and that Agreement authorized a 3% wage adjustment for 2012 and 2.5% wage adjustment for 2013, in my view, the deteriorating financial situation for the City of Albany, as acknowledged by the Chairperson of the Panel, would not warrant a repeat of those wage adjustments for this bargaining unit. However, even though those wage adjustments are being authorized by this Award, the fact that they are being authorized on the last day of the two year period for which this Award covers, effectively means there is no retroactivity on those awards for 2012 and 2013. In addition, the Panel has authorized the same health insurance plan concessions that were negotiated in the police officer's contract and changing health insurance plans from the existing "Cadillac plan" to those authorized by this Award will result in considerable savings for the City and its taxpayers. Furthermore, a majority of the Panel is authorizing a 10%

health insurance premium contribution for all members of the bargaining unit when these new health plans go into effect. Currently, more than 75% of the bargaining unit members are not contributing at all toward their health insurance premium, so this change will provide the City with additional revenue to support this important benefit.

Currently, no Collective Bargaining Agreement between the various unions and the City of Albany authorizes a continuation of health insurance in retirement. That benefit is controlled by the City through policy, which, in my view, under the current law, is subject only to change by the City. This Award provides that members of the bargaining unit who were on the payroll as of December 31, 2013 shall be "deemed" to be paying nothing towards their health insurance premium on their last day of work, the affect being that under current City policy (subject to being changed in the future), they will not be required to contribute towards their health insurance premium after they retire. The Union sought to get contractual protection on this issue and a majority of the Panel has rejected that proposal, leaving health insurance in retirement entitlement and the premium contribution issue at status quo.

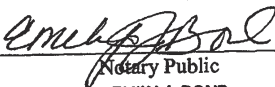
Finally, one of the City's proposals which came to the Interest Arbitration Panel dealt with curtailing the number of bargaining unit members who could be off on vacation and other types of leave at any particular point in time. After the Interest Arbitration hearing was held, the Panel was informed by the Employee Organization Panel Member, Mr. Crotty, that the Union and the City had entered into a binding agreement, which resulted in a reduction in the number of individuals allowed to be off and that that agreement effectively modified the Collective Bargaining Agreement on that subject making consideration of that subject by the Panel unnecessary. Because the parties reached that agreement, the Panel did not deliberate or make an Award on that issue.

Dated: March 30, 2015  
Albany, New York

  
James W. Roemer, Jr.

STATE OF NEW YORK )  
                                  ) ss.:  
COUNTY OF ALBANY )

On this 30<sup>th</sup> day of March, 2015, before me personally came and appeared James W. Roemer, Jr., Esq., to me known and known to me to be the individual described in the foregoing instrument, and he acknowledged to me that he executed the same.

  
Notary Public  
**EMILY J. BOND**  
Notary Public, State of New York  
No. 01B08313190  
Qualified in Albany County  
Commission Expires 10-14-2018

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of Compulsory Interest Arbitration Between

ALBANY PERMANENT PROFESSIONAL FIREFIGHTERS  
ASSOCIATION, LOCAL 2007 and LOCAL 2007-A, I.A.F.F.,  
AFL-CIO,

PERB Case Nos.  
IA2013-014  
M2012-289

-and-

THE CITY OF ALBANY, NEW YORK.

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**Opinion Of Employee Organization Member**

**John M. Crotty**

I file this opinion to explain my votes upon certain terms of this award.

The record does not establish that the City's financial condition is "deteriorating" as claimed by the City's panel member, or is otherwise in a state that warrants a wage award without retroactivity. The City's "positive and stable financial picture" (award p.13) should have resulted in an award making the wage increases payable earlier than December 31, 2013.

As to the employee health insurance concessions awarded to the City, the Panel should have deferred to the collective bargaining process and not awarded those concessions. The Panel knew about the Association's past and on-going efforts to work with the City to achieve cost savings, including its active participation with the City and other unions on a labor-management

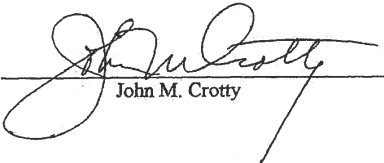
committee that is currently exploring alternative health insurance models that could save the City very substantial monies while protecting the Association's members and their families. The Association wants to be a partner with the City in seeking ways through the collective bargaining process to stabilize or decrease the costs of health insurance. The solution to the health insurance issues facing this country is not to be found in interest arbitration awards that decrease benefits and shift costs to employees. That is unfair to employees and it is an approach doomed to failure in the long term.

As to retiree health care benefits, this award does not state or suggest that the City has a right to unilaterally change retirees' benefits at will. That is only an opinion expressed by the City's representative to this Panel. Health insurance benefits have been provided to retirees for so long and so consistently that I and the Association believe their continuation has been and is ensured under an implied contract theory or an enforceable practice. Moreover, the terms of this award address retiree health care benefits in a way that further ensures the continuation of those benefits unless and until those benefits are changed by agreement with the Association or a future interest arbitration award. The City's representative believes otherwise, but that, again, is only his opinion.

I dissented from the paramedic award because it does not offer any meaningful solution to the problem the Panel recognized nor does it address the Association's rationale for its proposal. The problem lies in paramedics surrendering their paramedic certificates after six years to avoid forced assignment to paramedic rigs. The record fully supports the Association's claim that work on the rigs is onerous and that the City often has to "inverse" junior paramedics to these paramedic rigs because many senior paramedics do not bid onto them with any frequency or with continuity.

The award extends the additional compensation only to those paramedics who have served on a paramedic rig for five consecutive years and then remain on a paramedic rig thereafter. This part of the award will likely apply to very few, if any, paramedics. It does not compensate paramedics soon enough for the nature of the work performed on the rigs, it will not result in paramedics retaining their certificates, and it will not prevent or lessen inverting. The award in this respect is too little, too late and for that reason I dissent.

Dated: April 15, 2015  
Albany, New York



John M. Crotty

APPENDIX "A"  
SALARY SCHEDULE – LOCAL 2007

RANK	1/1/11	01/01/12	01/01/13
		3%	2.5%
FF 1 <sup>ST</sup> GR.	\$37,610	\$38,738	\$39,707
FF 1 <sup>ST</sup> GR. EMT	\$38,451	\$39,604	\$40,595
FF 1 <sup>ST</sup> GR. PARA	\$39,709	\$40,900	\$41,923
FF 2 <sup>ND</sup> GR.	\$40,503	\$41,718	\$42,761
FF 2 <sup>ND</sup> GR. EMT	\$41,409	\$42,651	\$43,718
FF 2 <sup>ND</sup> GR. PARA	\$42,765	\$44,048	\$45,149
FF 3 <sup>RD</sup> GR.	\$46,288	\$47,677	\$48,869
FF 3 <sup>RD</sup> GR. EMT	\$47,324	\$48,744	\$49,962
FF 3 <sup>RD</sup> GR. PARA	\$48,876	\$50,342	\$51,601
FF 4 <sup>TH</sup> GR.	\$52,076	\$53,638	\$54,979
FF 4 <sup>TH</sup> GR. EMT	\$53,239	\$54,836	\$56,207
FF 4 <sup>TH</sup> GR. PARA	\$54,985	\$56,634	\$58,050
FF TOP GR.	\$57,865	\$59,601	\$61,091
FF TOP GR. EMT	\$59,155	\$60,930	\$62,453
FF TOP GR. PARA	\$61,093	\$62,926	\$64,499
FF TOP GR. PARA-RIG			\$66,579
LIEUT.	\$65,676	\$67,646	\$69,337
LIEUT. EMT	\$66,966	\$68,975	\$70,699
LIEUT. PARA	\$68,905	\$70,972	\$72,746
LIEUT. PARA-RIG			\$74,826
CAPT.	\$70,014	\$72,114	\$73,917
CAPT. EMT	\$71,306	\$73,445	\$75,281
CAPT. PARA	\$73,241	\$75,438	\$77,324
CAPT. PARA-RIG			\$79,404



5/19/2015

MEMORANDUM OF AGREEMENT

1. The City of Albany, New York ("City") and the professional firefighters who are employed by the City, and are members of Locals 2007 and/or 2007A ("Union"), which consist of Firefighters, Fire Lieutenants, Fire Captains and Battalion Chiefs are parties to collective bargaining agreements for the term January 1, 2010 to December 31, 2011 together with the Interest Arbitration Award in PERB Case # IA 2013-014; M2012-289, extending the term through December 31, 2013; the terms and conditions are being continued pursuant to Section 209-a.1.(e) of the New York State Civil Service Law.

2. The Union filed a grievance regarding certain code enforcement work that had been previously performed by members of the Union but had been re-assigned to civilian code inspectors; in addition, the Union filed an improper practice charge which was deferred pending an arbitrator's decision on the grievance; Arbitrator Paul Doyle (the "Doyle Award") heard the case on the grievance and, among other things, decided in the Union's favor concerning the residential occupancy permit inspections ("ROPs"); the Union moved in Albany County Supreme Court to confirm the arbitration award regarding that part of the arbitrator's decision; the City cross-moved to modify and/or vacate the award; the Albany County Supreme Court (Kimberly A. O'Connor, J.S.C.) confirmed the above identified part of the arbitrator's award; the City appealed the Court's Decision/Order to the Appellate Division-Third Department.

5/19/2015

3. In addition, on or about October 26 2012, the Union pursued a grievance filed by Firefighter Michael Varno for an alleged violation of the parties' collective bargaining agreement which occurred on October 19, 2012; the grievance in substance alleged that an (Albany) Building Department civilian building inspector, who is not a bargaining unit member, placed an "unsafe/unfit" placard on 546 Myrtle Avenue, Albany, New York; according to the grievance, this work had always been the exclusive work of the bargaining unit members assigned to the Fire Investigation Unit; the grievance requested that the City cease and desist this new assignment for the building inspectors and requested 2 hours on-call (overtime) as compensation; the grievance was pursued through the steps in the grievance procedure; the City denied the grievance as it is the City's position that the placing of the placards is not exclusive to bargaining members but is shared work; a Demand for Arbitration was filed by the Union on December 4<sup>th</sup>, 2012 (PERB Case No. A242-361).

4. On the December 1<sup>st</sup>, 2012, then Fire Chief Robert C. Forezzi issued Notice # 12-118; that Notice stated in substance that members of the Albany Department of Buildings and Regulatory Compliance will be "automatically dispatched" on all calls "related to code enforcement issues, unstable buildings, building board-ups, building collapses, and other calls related to code issues."; this resulted in the Union filing a grievance on or about January 11, 2013; among other things, the grievance alleged that the above-identified Notice from the Fire Chief mandated that bargaining unit work such as 911 calls concerning no heat, leaky roof, stove not working, etc. from Albany residents would now be dispatched to non-bargaining unit civilian inspectors; the grievance requested that the City cease and desist all such activities that violate the collective bargaining agreement and

5/19/2015

the Taylor Law; the Union also filed an improper practice charge (U-32542) regarding the matter which was deferred pending arbitration of the grievance; the grievance is on "hold" and will be deemed settled and withdrawn upon ratification of this Agreement.

5. Throughout 2013 and 2014, the Union continued to document through grievances, the alleged contractual and past practice violations caused by the Fire Chief's Notice; by November 6<sup>th</sup>, 2013, grievances 13-05 through 13-36, 13-46 through 13-73, and 13-75 through 13-90 were filed; from January 6<sup>th</sup>, 2014, through March 14<sup>th</sup>, 2014 grievances 14-1 through 14-72 were filed; the Union continued to file until a total of 243 grievances were filed.

6. Although both parties raised proposals in Interest-Arbitration concerning code enforcement, both consented to remove these proposals from consideration by the Interest Arbitration Panel and to pursue settlement, retaining the right to have the Panel consider these proposals should settlement efforts fail.

7. The parties met on several occasions in 2014 and 2015; the parties reached a tentative agreement on March 11<sup>th</sup>, 2015 on all code issues encompassed herein, which is memorialized in this Memorandum of Agreement.

8. In lieu of residential occupancy permit inspections, the line companies will be responsible for:

- Target hazard preplans, whose purpose is to identify and prepare for hazards associated with all structures in the City of Albany;
- Vacant building inspections, which will assist in the enforcement of the Vacant Building Code through inspections of said buildings.

5/19/2015

9. A Labor Management Committee will be created to develop the programs and procedures to implement the items identified in paragraph 8.

10. Incorporated into this Agreement is the Standard Operating Procedure ("SOP") which is attached hereto and made a part hereof. The SOP is the basic procedure for requesting members of the Fire Prevention and Investigation Unit ("FIU") to respond to an emergency scene. The SOP lists when FIU members should be called and when it is not necessary to have a FIU member respond. The effective date for the SOP is upon ratification of this Agreement by the parties.

11. In addition, the parties have considered all of the 243 outstanding individual grievances filed upon the City; the City will pay ~~a maximum of~~ \$50.00 per grievance; payment will be made within twenty (20) work days after the ratification of this Agreement and any disputes in this regard will be subject to the parties' contractual grievance procedure with the option that the grievance may be submitted directly to arbitration.

WHA  
RSP

12. The SOP and any other terms mutually agreed upon will be incorporated into the parties' collective bargaining agreements (Locals 2007, 2007-A) and will replace existing language in Article 38 of the parties' collective bargaining agreement. Until such time, any violations of this Memorandum of Agreement, once it is ratified by both parties' legislative bodies, will be subject to the parties' contractual grievance procedure.

13. The pending appeal of the Albany County Supreme Court decision confirming the Doyle arbitration award will be withdrawn by the City within thirty (30) calendar days of ratification of this agreement by both sides and the underlying dispute ruled on by Arbitrator Doyle is settled by this Agreement.

5/19/2015

14. This Memorandum of Agreement is subject to and will not be effective until both parties' legislative bodies ratify, by majority vote, said agreement.

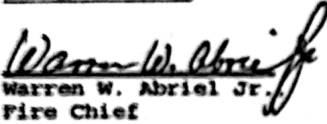
15. All other issues, grievances, or other legal claims or concerning incidents that occurred prior to this Memorandum of Agreement being ratified are hereby waived and/or considered settled by this agreement so far as this waiver is consistent with the collective bargaining agreement and existing law.

Dated: 5-22-15

Dated: 5/22/15

CITY OF ALBANY

UNION

  
Warren W. Abriel Jr.  
Fire Chief

  
Robert Powers, President  
AFFF Local 2007 and 2007A

Attachment: SOP - Fire Prevention & Investigation Unit

**City of Albany**  
**Department of Fire and Emergency Services**  
**Standard Operating Guidelines**

INDEX AS: Response Procedures	REFERENCE: RP xxx
SUBJECT: Request for FPIU	EFFECTIVE DATE: 03/11/2015

**Purpose:**

To establish procedures for requesting personnel from the Fire Prevention & Investigation Unit (FPIU). The Albany Fire Department will respond to calls related to issues related to fire investigations and will be responsible for mitigating any emergency situations. The Company Officer shall notify the on duty Battalion Chief when he/she feels that the situation meets the following criteria. The Battalion Chief shall verify with Communications the response and estimated time of arrival of the on call investigator.

AFD field units will maintain control of the scene until the investigator arrives and information has been clearly exchanged. The investigator will be responsible for filing the appropriate reports the next business day. This will include the appropriate computer entries into the NIFRS system.

In the case of a hazardous situation such as a structural collapse. The IC will notify the Battalion Chief who will respond to the scene and will request the response of a Deputy Chief if necessary. The IC will remain on scene until relieved by the responding chief.

**FPIU Response:**

The IC shall request the response of a member from FPIU to:

- any fire or explosion involving any structure, vehicle, or victim(s),
- suspicious fires (including, but not limited to vehicle, dumpster, and trash fires),
- suspected arson,
- Juvenile fire setters or fire play.

In addition FPIU shall be requested to respond to all incidents involving fire safety issues. Fire safety issues include, but not limited to:

- fire alarm systems that will not reset, taken off line, taken out of service, or malfunction,

- fire suppression systems that are damaged, malfunction, taken off line, or taken out of service
- posting of fire watches,
- removal, tampering, silencing, or resetting fire alarm / suppression systems prior to AFD arrival,
- all other fire safety code issues including, but not limited to, locked or blocked exits in an occupied structure, exceeding maximum posted occupancies, or ignitable material stored too close to an ignition source.
- collapse of an occupied structure or an unstable structure impinging on an occupied structure,
- water or other liquid in electrical systems in an occupied structure,
- heating an occupied space with a non-approved heating source (ie. stove top or oven),
- flammable gas leak in an occupied structure,
- occupied structures with confirmed high Carbon Monoxide readings,
- overcrowding or illegal house parties,
- adult / child protective issues.
- hoarding issues

The Fire Prevention and Investigation Unit will not respond, unless directed by the Chief or his designee, to the following incidents:

- Sewage in basements
- Bug infestations
- Issues that are related to building code violations, not involving fire safety issues
- No heat calls
- No water calls
- Non fire related code complaint calls

If there are any questions, the on scene officer in charge should contact the Battalion Chief as in the past.

**The Fire Prevention and Investigation Unit is responsible, not the line companies, to ensure proper documentation, contact of appropriate personnel and agencies, proper follow-ups, and ensure required corrections of issues of all fire safety and fire prevention issues.**

### **FIRE PREVENTION & INVESTIGATION DUTIES**

In addition to the above duties of investigating fires and presenting fire prevention programs, the Unit will also be responsible for the following:

### PRE-PLANS

Unit members will coordinate the development of pre-plans to target hazards within the City. Members will assist the line companies with the preparation of these pre-plans. Locations will be selected by Headquarters and the Battalion Chiefs.

### ROP and MRL INSPECTIONS

During normal business hours unit members will meet up with Code Enforcement Officers from the Buildings and Codes Office. Our members will assist the Codes inspectors as they inspect buildings throughout the City for violations.

The purpose of these joint inspections is to impart "fire safety" knowledge to the Codes inspector. It should be a training exercise of what is important to the Fire Service when doing a building inspection.

### VACANT BUILDING MARKING

Unit members will coordinate the marking of all vacant buildings. Together with the line companies they will designate any vacant building, determine the severity of any damage and mark it with the appropriate symbol.

Information gathered through the above activities will be compiled and entered into the CAD system.

*Signed*  
*11/28/16*

**Memorandum of Agreement ("MOA") between the City of Albany, New York ("City") and the Albany Permanent Professional Firefighters Association Locals 2007 and 2007-a ("Union")**

1. The City and Union are parties to a collective bargaining agreement with a term of January 1, 2010 through December 31, 2011; that agreement was modified by a compulsory interest arbitration award which covered the period January 1, 2012 to and through December 31, 2013 (collectively referred to as the "Agreement").
2. The City and Union have engaged in negotiations toward a successor agreement through their respective representatives.
3. As a result of these negotiations, the City and Union, by the undersigned signatures of their authorized representatives, agree, assuming the ratification by the Union's membership and the approval by the City, that the terms of the Agreement shall continue in full force and effect, except as modified as follows:

**A. Salary**

1. For the calendar years of 2014 and 2015, the salaries of all members of the Union will not increase.
2. Upon ratification of this MOA by the Union membership and approval by the City, each member of the Union will receive a two percent (2%) increase in salary for their job title; the two percent (2%) increase shall be calculated by taking two percent (2%) of the applicable salary in effect at the time of ratification and adding it to said salary; said salary with increase to be paid no later than December 31, 2016. There will be no retroactive impact of this adjustment; it is agreed and understood that the City, as may be required by practice, and the Union will both proceed with a ratification vote as expeditiously as is possible.
3. Effective January 1, 2017, each member of the Union will receive a one percent (1%) increase in salary for their job title; the one percent (1%) increase shall be calculated by taking one percent (1%) of the applicable salary in effect on December 31, 2016 and adding it to said salary.
4. Effective July 1, 2017, each member of the Union will receive a one-half percent (.5%) increase in salary for their job title; the one-half percent (.5%) increase shall be calculated by taking one-half percent (.5%) of the applicable salary in effect on June 30, 2017 and adding it to said salary.

## **B. Vacation Splits**

Section 12.1 shall be modified as follows:

12.1 Vacations shall be apportioned throughout the year. Notice of commencement of the vacation pick procedure shall be given in the first week of October preceding the year in which the vacation is to be taken, and the vacation pick procedure shall be completed by November 15 of said year. A member may bid for vacation that they will have earned and accrued as of December 31 for use during the following year. The City agrees that eight (8) members per shift, not including Battalion Chiefs, shall be allowed to pick vacations and to be off on vacation at the same time. This will be true irrespective of the "banking" provisions of Section 12.9 and irrespective of any other reason why other members may be off. Thus, if a member picks a particular vacation day but then decides to "bank" and work it, this member is not counted as one of the eight (8).

Section 12.2 shall be modified as follows:

12.2 The right to a vacation period vests immediately upon the assumption of duties of a firefighter. Such vesting shall accrue in proportion to that part of a full year served at the time vacation is taken. Members shall be entitled to pick an unlimited amount of vacation periods in accordance with the provisions of Section 12.8.

## **C. Fire Department Committee**

The Union President and the Fire Chief will meet to discuss Committee membership. The Union has the right to select one of the members of each committee. The Union can recommend additional members, however, the final selection is to be made in the sole discretion of the Chief.

## **D. Overtime Eligibility**

New – Section 3.5.6(i)

A member's refusal to work overtime on the three (3) days prior to their scheduled vacation day, extra day or compensatory day (24 hour) shall not count against the member. (This will give the member the option if whether they wish to work during those periods.) The member must notify the BC at time of contact, as to scheduled overtime (...in order to be certain that the member is not charged with a refusal).

**E. Rescue Squad Selection**

See Exhibit 1, attached hereto, which replaces Article 42, Rescue Squad Selection of the parties' agreement.

**F. Penalty For Failure to Obtain Paramedic Certification**

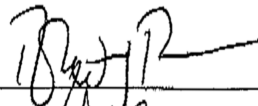
Union proposal number 25 will be referred to the Labor-Management Committee for discussion and resolution within thirty (30) days of signing the new Agreement by both parties. Resolution of the issues presented by this proposal shall take place within sixty (60) days. If no resolution is forthcoming, either party may request the assistance of PERB. Any and all PERB dispute resolution procedures are available to the parties to resolve the issues.

**G. Miscellaneous**

1. All other proposals made by either party are withdrawn.
2. This MOA is subject to ratification by each party's respective constituencies as required by law or practice.

Date: 11/28/16

For the APPFA



Date: 11/28/16

For the City



Attachment: Article 42, Rescue Squad Selection

## ARTICLE #42

### Rescue Squad Selection

- A. All members of the Rescue Squad will be selected using the procedure described below:
- B. Open positions will be bid in the usual manner.
- C. Bidding firefighters must have a minimum five years of service with the Department. If no one with five years bids, then the position will be re-bid and the senior member with less than five years will be selected using the following procedure.
- D. The member that is most senior will then be given a skills review by the Squad Officer of the shift which the bidding firefighter is assigned. For example – there is a bid for the Squad on D shift, a firefighter on A shift is the senior bidder, he/she will have the Squad officer of A shift do the skills review. The review will be observed by the Chief and/or his/her designee along with the Union President and/or his/her designee.
- E. The skills review procedure will be as follows:
  - i. The candidate will don a Class A Haz Mat suit, walk fifty feet, pick-up a tool, and return to the starting point.
  - ii. Crawl through a ten foot length of sewer pipe (24" in diameter).
  - iii. Climb a twenty-four foot extension ladder in full turnout gear.
  - iv. Demonstrate tying rescue knots, a figure eight on a bight and a clove hitch.
  - v. Climb the aerial ladder which is not extended but is at a 70 degree angle.
  - vi. Satisfactorily identify various hand, electric, and hydraulic tools used in the department, as administered by the Officer on the Squad.
- F. Candidates who have passed satisfactorily shall be awarded the bid. If there is a dispute that the candidate has passed, the decision will be determined by the Chief, the Union President and the Officer of the Squad. The decision will be determined by the majority. If the candidate fails any part of the test, the next senior candidate will be tested.
- G. Members requesting a position on the Rescue Squad must be aware of the commitment that is required to be a member of the unit and the extensive amount of training that will be required to be an effective part of the team. Some training may be required that is out of the area. Since the overtime pool is reduce, some members may be required to take mandatory overtime.

- H. The Fire Chief shall determine the total personnel necessary for the Rescue Squad. At no time shall the total personnel on the squad be less than four. Said number may vary from time to time. Rescue Squad members will not be detailed off the company whenever "required" training is taking place. Examples would be certifications, large scale drills, county drills, etc. Members may be detailed after training concludes.
- I. For the safety and integrity of the Rescue Squad and those it serves, overtime opportunities in the Rescue Squad shall be limited to those assigned to the Rescue Squad.
- J. In the event that the opening is an Officers position, the skills review will be given by the Squad Officer where the bidding Officer is currently assigned. If there is no Officer on the bidding Officer's shift, then the senior Officer will do the skills review and will be paid overtime if required. The review will be observed by the Chief and/or his/her designee and the Union President and/or his/her designee.



## MEMORANDUM OF AGREEMENT

The City of Albany (the "City") and the Albany Permanent Professional Firefighters Association, Locals 2007 (Firefighters) and 2007-A (Battalion Chiefs) (collectively, the "Union") are parties to a Collective Bargaining Agreement for the term January 1, 2010 to December 31, 2011, as modified by an Interest Arbitration Award (IA 2013-014; M 2012-289) for the term January 1, 2012 — December 31, 2013 and as further modified by a Memorandum of Agreement for the term January 1, 2014 — December 31, 2017 (collectively, the "Agreement").

The City and Union wish to modify the Agreement as follows:

1. Article 15, Salaries with Appendix "A" shall be amended as follows:

- Effective on and after the ratification date of this tentative Memorandum of Agreement — for 2018: 1.0% (There will be no retroactive impact of this wage adjustment);

- Effective 1/1/19: 1.0%
- Effective 1/1/20: 2.0%
- Effective 1/1/21: 2.0%
- Effective 1/1/22: 2.0%

2. The discussions concerning the Fire Investigation Unit ("FTU") that were begun at negotiations will be moved to Labor-Management for a full discussion of all relevant issues and for, ultimately, a resolution. The parties shall meet within ninety (90) days of the date of execution of this tentative Memorandum of Agreement to commence these discussions.

3. Amend Article 2, Section 2.1 to add Easter Sunday.

4. The Union shall, within one week of the execution of this tentative Agreement, withdraw, in writing to PERB with a copy to the City's Labor Counsel, its Petition for Compulsory Interest Arbitration (I.A) in PERB Case No.: IA 2017-023; M 2017-138.

5. The City shall withdraw its I.A. related "scope charge" in PERB Case No.: U-36261; the Union shall withdraw its I-A. related "scope charge" in PERB Case No. U-36301. These withdrawals shall be in writing to PERB with copy to the respective labor counsel.

6. This Memorandum of Agreement constitutes the entire understanding by the City and Union as to modification to the Agreement.

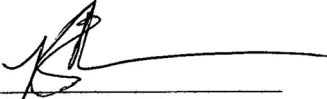
7. Items not detailed herein are deemed withdrawn.

8. The Union reserves the right to have this tentative agreement brought before its membership for a ratification vote; the City reserves the right to thereafter have the City, as required by practice, consider the tentative agreement for approval.

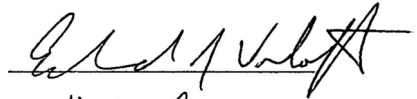
AGREED TO this 14<sup>th</sup> DAY OF AUGUST 2018.

City of Albany

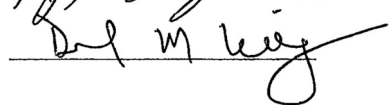
Albany Permanent Professional Firefighters  
Association Locals 2007 & 2007-A

  
\_\_\_\_\_  
Kathy Sheehan, Mayor

By:   
\_\_\_\_\_  
Robert Mengel

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

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

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

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

## EMS CHANGES:

30.4 Delete last two sentences - Junior-grade firefighters will be considered first in the selection process. If, at the discretion of the Chief, the City sends members to paramedic school who are required to attend, then, up to two (2) additional school positions will be offered to members on their seniority within the fire department.

Add The final selection from the program shall be made from those Firefighter EMT' s successfully completing the screening procedures. The Department will send a minimum of five members per year to paramedic school, and they will be selected by strict departmental seniority.

Delete current 30. 13 \_

30.13 Each new hire after January 1, 2003, except those hired off of current City of Albany Municipal Civil Service List No. 1241 certified January 31, 2001, must be NYS paramedic certified in order to reach top grade firefighter. Paramedic certification must be maintained for a period of six (6) years. If paramedic status is not obtained or is obtained and not maintained, the firefighter remains at or returns to Firefighter Grade a status. If the City does not provide the initial course by top grade, the firefighter shall be enrolled in the paramedic course and shall be paid top grade salary. If, after the paramedic course, the firefighter does not obtain paramedic status, the firefighter shall return to Firefighter Grade 4 status. The City will pay for each member of the Department to go to paramedic school one time.

Add new 30. 13 1\_language

30. 13 Each new firefighter hired after the signing of this MOO, June 15, 2017, must be a NYS paramedic in order to

reach top grade firefighter. If paramedic status is not obtained or is obtained and not maintained, the firefighter remains at or returns to their scheduled pay grade where they are at the time. If they were Top Grade, they would return to Firefighter Grade 4 status. They would not advance past 4<sup>th</sup> Grade until the completion of their tenth year. At that point they will become Top Grade and receive all the benefits that apply.

Each new hire after the signing of this MOU, will file a letter of intent to Lake or not take the Paramedic course thirty days prior to their first anniversary date. If the member decides that they do not wish to become a Paramedic, the member will not advance past fourth grade until completion of their tenth year of service. At that point they will become Top Grade and receive all the benefits that apply. If they elect to become a Paramedic and if the City does not provide the course by top grade, the firefighter shall be enrolled in the course at the earliest class, per strict department seniority and shall be made top grade firefighter with all the benefits that apply. If a member fails, is dismissed, or withdraws from the paramedic program before the completion of their tenth year of service, they shall be paid at the fourth grade rate until they complete their tenth year of service. The City will pay for each member of the department to go to Paramedic school one time.

If a member is promoted before they have gone to paramedic school, and then fails, is dismissed, or withdraws from the course, they will not be afforded the opportunity to take the next promotional exam until they have ten years of service completed.

Any member who is hired prior to the signing of this MOU, will be required to keep their certification for a period of three years.

Any member hired after the signing of this MOU, who elects to enroll and completes the paramedic program, must maintain their paramedic certification for a period of six (6) years .

Current members with seniority dates before the date of signing this MOU will be excused from the requirement of becoming a paramedic. Members who are currently being held at fourth grade will be moved to top grade as of the date this MOU is signed.

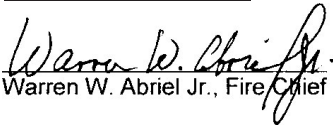
The process of selecting and sending firefighters to paramedic school will begin on the day after this MOU is signed.

30.15 At the end of the first paragraph: The City will offer preceptor training annually in the month of February.

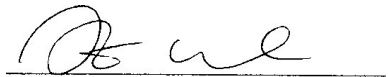
June 15, 2017

Dated:

\_\_\_\_\_  
CITY OF ALBANY

  
Warren W. Abriel Jr., Fire Chief

UNION

  
\_\_\_\_\_  
Robert Mengel,  
President  
APPFA Local 2007  
and 2007A



**Memorandum of Agreement between the Albany Permanent Professional  
Firefighters Association (“APPFA”) and the City of Albany (“City”)  
regarding the Department of Fire And Emergency Services' Quality  
Improvement Committee**

WHEREAS, the APPFA and the City's Department of Fire and Emergency Services (“AFD”) have engaged in impact negotiations concerning the suspension of and subsequent changes to AFD's Quality Improvement (“QI”) Committee set forth in AFD Notice #18-71 with attachments dated October 26, 2018, the parties have come to the following agreement set forth below:

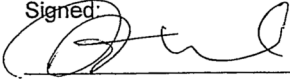
1. Each (April 2018) QI Committee member will have the opportunity to earn 10 hours of overtime by reviewing Patient Care Reports (“PCRs”). Each QI Committee member must complete the 10 hours of PCR-review and submit all required documentation within 3 calendar months of the execution of this agreement. Instead of flagging or adding comments in the system, the individual will send an email to Deputy Chief Maria Walker with the PCR's number and any comments or flags (whether corrective or complimentary) regarding the PCR, each time they review PCRs. (If the former QI Committee members are also current QI Committee members, the 10 hours must be different from and in addition to any PCR-review completed as part of the current QI Committee function.)
2. The City will honor the Union President's contractual right to appoint 1 member of the QI Committee.
3. QI Committee members will receive 3 hours of overtime each month for participation on the QI Committee.
4. Discipline of AFD employees arising from QI Committee reviews will be in accordance with the parties' collective bargaining agreement.
5.
  - a. Before recommending removal, the AFD Medical Director will advise the QI Committee member in writing of the alleged violation(s) or non-compliance with QI Committee standards, AFD Rules and Regulations, City policy, and/or state law.
  - b. The QI Committee member will be given an opportunity to respond in writing (within 5 business days), and an opportunity to correct the alleged violation(s) within 2-held QI Committee meetings unless it is an attendance issue, for which the AFD Chief may permit up to 6 months to correct.
  - c. If the Medical Director still recommends removal from the QI Committee (after the Committee member's response and opportunity to correct) the Medical Director will state his/her reasons for recommending removal to the

member with a copy to the APPFA and AFD Chief.

- d. If the Medical Director still recommends removal from the QI Committee (after the Committee member's response and opportunity to correct) the Medical Director will state his/her reasons for recommending removal to the member with a copy to APPFA and AFD Chief.
  - e. The Medical Director's recommendation will be referred to a 3 person panel for a final and binding decision on removal. The panel will consist of the AFD Chief, APPFA President, and REMO-agency Medical Director (other than the AFD Medical Director) mutually chosen by the AFD Chief and APPFA President.
  - f. Any associated cost will be split evenly between the City and APPFA.
6. After receiving applications for an opening for one of the 6 "at-large" members on the QI Committee:
- a. The AFD Medical Director, the AFD Chief (or his designee), and a union representative will individually review all the (blinded) QI Committee applications and assign a score from 1-5 (with 5 being the highest score) to each application. The vacancy(ies) will be filled, by seniority, from those applicants who scored (a total of) 10 or higher and met the qualifications set forth in Step 4 of the selection process for the 6 "at-large" members in AFD Notice #18-71 ("Step 4 Qualifications").
  - b. If no applicant scores 10 or more, then the vacancy(ies) will be filled, by seniority, from those applicants who scored (a total of) 9 and met the Step 4 Qualifications.
  - c. If no applicant scores 9, then the vacancy will be filled, by seniority, from those applicants who scored (a total of) 8 and met the Step 4 Qualifications, and so forth for scores of 7, then 6, etc.
7. AFD will not post a notice for new applications to fill a vacancy on the QI Committee if AFD has received QI Committee applications within the 6 months prior to the new vacancy, unless the list of qualified applicants was previously exhausted.
8. The QI membership of Ryan French will be voided and a new Notice for QI Committee applicants will be posted within 30 days of the complete execution of this agreement to fill that vacancy.
9. The Union will withdraw its Improper Practice Charge (PERB No.: U-36677), and will not file any new grievances or improper practice charges or allege impact or request impact negotiations for acts/omissions of the City (prior to the execution of this agreement) regarding AFD's 2018 suspension and reinstatement of the QI Committee.
10. This agreement will not become part of the collective bargaining agreement

between the parties, but alleged violations of this agreement are subject to the parties' collective bargaining agreement's grievance procedure (Articles 19 and 20).

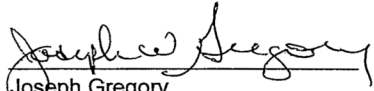
Signed:



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Robert Mengel  
APPPFA President

3/19/19  
Date



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Joseph Gregory  
AFD Chief

3-19-19  
Date



Rank	Salary on 7/1/2017	Salary on 8/14/2018	Salary 1/1/2019	Salary on 1/1/2020	Salary on 1/1/2021	Salary on 1/1/2022
		1%	1%	2%	2%	2%
Firefighter 1st grade	\$41,111.00	\$41,522.11	\$41,933.22	\$42,771.88	\$43,627.32	\$44,499.87
Firefighter 1st grade EMT	\$42,030.00	\$42,450.30	\$42,870.60	\$43,728.01	\$44,602.57	\$45,494.62
Firefighter 1st grade Medic	\$43,405.00	\$43,839.05	\$44,273.10	\$45,158.56	\$46,061.73	\$46,982.97
Firefighter 2nd grade	\$44,272.00	\$44,714.72	\$45,157.44	\$46,060.59	\$46,981.80	\$47,921.44
Firefighter 2nd grade EMT	\$45,263.00	\$45,715.63	\$46,168.26	\$47,091.63	\$48,033.46	\$48,994.13
Firefighter 2nd grade Medic	\$46,746.00	\$47,213.46	\$47,680.92	\$48,634.54	\$49,607.23	\$50,599.37
Firefighter 3rd Grade	\$50,596.00	\$51,101.96	\$51,607.92	\$52,640.08	\$53,692.88	\$54,766.74
Firefighter 3rd Grade EMT	\$51,728.00	\$52,245.28	\$52,762.56	\$53,817.81	\$54,894.17	\$55,992.05
Firefighter 3rd Grade Medic	\$53,425.00	\$53,959.25	\$54,493.50	\$55,583.37	\$56,695.04	\$57,828.94
Firefighter 4th Grade	\$56,923.00	\$57,492.23	\$58,061.46	\$59,222.69	\$60,407.14	\$61,615.29
Firefighter 4th Grade EMT	\$58,194.00	\$58,775.94	\$59,357.88	\$60,545.04	\$61,755.94	\$62,991.06
Firefighter 4th Grade Medic	\$60,102.00	\$60,703.02	\$61,304.04	\$62,530.12	\$63,780.72	\$65,056.34
Firefighter Top Grade	\$63,251.00	\$63,883.51	\$64,516.02	\$65,806.34	\$67,122.47	\$68,464.92
Firefighter Top Grade EMT	\$64,661.00	\$65,307.61	\$65,954.22	\$67,273.30	\$68,618.77	\$69,991.15
Firefighter Top Grade Medic	\$66,779.00	\$67,446.79	\$68,114.58	\$69,476.87	\$70,866.41	\$72,283.74
Firefighter Top Grade Medic Rig	\$68,859.00	\$69,526.79	\$70,194.58	\$71,556.87	\$72,946.41	\$74,363.74
Lieutenant	\$71,788.00	\$72,505.88	\$73,223.76	\$74,688.24	\$76,182.00	\$77,705.64
Lieutenant EMT	\$73,198.00	\$73,929.98	\$74,661.96	\$76,155.20	\$77,678.30	\$79,231.87
Lieutenant Medic	\$75,318.00	\$76,071.18	\$76,824.36	\$78,360.85	\$79,928.06	\$81,526.63
Lieutenant Medic Rig	\$77,398.00	\$78,171.98	\$78,945.96	\$80,524.88	\$82,135.38	\$83,778.08
Captain	\$76,530.00	\$77,295.30	\$78,060.60	\$79,621.81	\$81,214.25	\$82,838.53
Captain EMT	\$77,943.00	\$78,722.43	\$79,501.86	\$81,091.90	\$82,713.74	\$84,368.01
Captain Medic	\$80,057.00	\$80,857.57	\$81,658.14	\$83,291.30	\$84,957.13	\$86,656.27
Captain Medic Rig	\$82,137.00	\$82,958.37	\$83,779.74	\$85,455.33	\$87,164.44	\$88,907.73
Battalion Chief	\$84,949.00	\$85,798.49	\$86,647.98	\$88,380.94	\$90,148.56	\$91,951.53
Battalion Chief EMT	\$86,361.00	\$87,224.61	\$88,088.22	\$89,849.98	\$91,646.44	\$93,479.92
Battalion Chief Medic	\$88,477.00	\$89,361.77	\$90,246.54	\$92,051.47	\$93,892.50	\$95,770.35

