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#### **Contract Database Metadata Elements**

Title: **Plattsburgh, City of and Plattsburgh Permanent Firemen's Association, International Association of Fire Fighters (IAFF), Local 2421 (2004)**

Employer Name: **Plattsburgh, City of**

Union: **Plattsburgh Permanent Firemen's Association, International Association of Fire Fighters (IAFF)**

Local: **2421**

Effective Date: **01/01/04**

Expiration Date: **12/31/07**

PERB ID Number: **6898**

Unit Size: **40**

Number of Pages: **64**

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AGREEMENT  
BETWEEN  
THE CITY OF PLATTSBURGH  
AND  
THE PLATTSBURGH PERMANENT FIREMEN'S ASSOCIATION  
LOCAL 2421

1/1/04-

Contract Expires December 31, 2007

**RECEIVED**

JUN 06 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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**PREAMBLE**

The **CITY OF PLATTSBURGH**, hereinafter referred to as the "City", a Municipal Corporation duly organized and operating under Chapter 269 of the Laws of 1902, as amended, and the **PLATTSBURGH PERMANENT FIREMEN'S ASSOCIATION, LOCAL 2421 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**, hereinafter called the "Union"; declare it to be their mutual policy that in order to promote harmonious labor relations between the City and its Employees the principle of collective bargaining is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no Article or Section in this contract is to be construed to be in violation of the New York State Civil Service Law. Both parties to this Agreement furthermore affirm that public employment is to be regarded as a life-long career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain employment for men of equally high caliber who are dedicated to a high performance of their duties as professional firefighters.

**WITNESSETH:**

**WHEREAS**, the parties hereto desire to establish a standard of conditions, procedures, rights and duties under which the City and the Union shall perform during the terms of this Agreement and desire to regulate the mutual employment relations between the parties for the purpose of securing harmonious cooperation in the said employer-employee relationship.

**NOW, THEREFORE:** In consideration of the mutual promises and Agreements herein contained, the parties agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Section 1.        Employee

All employees of the Fire Department shall be either provisional, probationary or permanent and shall be either shift workers, or scheduled workers, Captains and Lieutenants as defined in this Agreement and in other statutes.

Section 2.        Provisional Employee

A provisional employee hired pending successful completion of the Civil Service Examination.

Section 3. Probationary Employee

A probationary employee is one hired with a view to filling a regular position, pursuant to the provisions of the Civil Service Law.

Section 4. Permanent Employee

A permanent employee is one who is not classed as probationary or part-time employee and has received a permanent appointment.

Section 5. Shift

During the term of this agreement, and unless otherwise mutually agreed to, the shift will be twenty-four (24) hours on, and seventy-two (72) hours off for all shift workers as defined in Article 1, Section 1. The twenty-four (24) hour tour for firefighters will begin at 08:00 hours and end at 08:00 hours the following A.M. The twenty-four (24) hour tour for Lieutenants and Captains will begin at 07:00 and end at 07:00 hours the following A.M.

Section 6. Scheduled Worker

A scheduled worker is an employee other than a shift worker who works a regular schedule of hours at different times of the day and on different days of the week.

Section 7. Seniority

(a) Seniority shall be defined as the length of service which an employee has from the date the employee is permanently appointed in the Fire Department. In determining the order of seniority or seniority in rank between those members who are appointed on the same day, seniority shall be determined by the order of their Civil Service mark. In the event of equal marks, seniority shall be determined by lot.

(b) Where appropriate, seniority in rank shall also be recognized. Seniority in rank begins when a person is first appointed to the position of Lieutenant or Captain. However, in the event a person is appointed to those positions on a temporary, acting or provisional basis, he shall have all seniority rights vis a vis other similarly appointed, except where otherwise specifically limited by this contract.

(c) All daily work assignments shall be bid by platoon seniority. This includes the daily work assignment of a Lieutenant or Captain who may be absent from duty on a particular day. It is understood that no firefighter can be forced to assume the Lieutenant's daily work assignment. However, where a Captain is absent on a particular day, and there is adequate manpower, the Lieutenant from that platoon shall assume the daily work assignment of Captain. The only exception to the foregoing will be when a senior firefighter is the sole EMT on the shift. In such case, the senior firefighter cannot refuse ambulance duty.

(d) All permanent jobs in the Department, in the bargaining unit, shall be put up for bid by seniority, department wide, as soon as said job becomes open. Job opening - a job shall become open when the City assigns an employee to do the duties. Jobs are to be posted on the bulletin boards at both houses within 10 days of opening and to be filled within 30 days, employees interested will sign posted notice.

(e) Newly appointed Lieutenants and Captains, whether appointed acting, provisional, temporary or permanent, may be assigned to different platoons or houses by the Chief for a period of up to 6 months. This does not give the Chief the right to move other officers who have held their positions for over 6 months. After 6 months time, all seniority rights shall apply to these individuals.

(f) The Chief shall have the right to assign all firefighters appointed hereafter, for a period of up to 1 year. After 1 year all seniority rights shall apply to said individuals. These shall include the right to have these men and the one man immediately above them on the seniority list choose their platoon assignments by means of seniority.

(g) When an employee is called in for overtime and works on another platoon, other than his permanent platoon, he will be allowed to choose the job or working assignment that his seniority allows, providing he is qualified.

(h) When an employee is working for another employee, the employee actually working assumes the seniority of the employee he is working for.

(i) The choice of vacations, Kelly Days and lieu days shall be rank and seniority, consistent with efficient operation of

the Department. Employees within separate platoons shall draw vacation assignments among themselves.

(j) When an employee bids or is bumped from a job or working assignment after regular vacations, Kelly Days and lieu days have been picked, the employee bidding has the first choice of open days and weeks but cannot bump other employees on that platoon who have already picked vacation, Kelly Days and lieu days.

If an employee bids or is bumped, as noted above, all open time must be used for picking. If all time is picked and the employee has additional time, he/she may carry such time over until the next calendar year.

(k) An up-to-date seniority list showing the names, length of service dates, and classifications shall be furnished to the Union every 6 months.

(l) An employee shall forfeit his seniority rights only for the following reasons:

1. He resigns.
2. He is dismissed and is not reinstated.
3. He retires on regular service retirement.
4. He transfers to another Department.
5. When a person is on a leave of absence, he shall accrue no seniority during such absence.

(m) In the event it becomes necessary to reduce the firefighting forces, department seniority shall govern layoffs and recalls. The employee lowest on the seniority list will be the first laid off and the last to be recalled. This section shall be subject to Civil Service Law.

(n) Where a platoon is temporarily reduced in strength by two (2) or more because of absences (not related to vacation, Kelly or lieu time off), the Chief may transfer the least senior employee(s) from the overloaded platoon(s) to attempt to balance the manpower strength per platoon. If a man is assigned to help balance any particular platoon, that man shall be allowed to either maintain the vacation and lieu time that he has chosen, even if this conflicts with the vacation and lieu time chosen by other men on the platoon he has been assigned to, or repick the open time that is available. As platoon strength returns, the assigned employee(s) shall be allowed to return to his last bid job or any job bid in the interim.

(o) 1. The City agrees that for any temporary appointment to the position of Lieutenant or Captain, the City will appoint one of the top three (3) candidates from an existing eligibility list. In the event there are less than three (3) candidates on the existing eligibility list the City will appoint one (1) of the candidate(s) from the existing eligibility list.

2. The City agrees that for any provisional appointment to the position of Lieutenant or Captain, the Chief will limit his selection to one of the three (3) most senior employees willing to accept the position.

(p) A copy of all posted bids and awards shall be given to the Union President within 30 days of such bid or award.

(q) For the purpose of the Seniority Section, the following definitions shall apply:

1. Daily work assignments shall be that job which an employee performs on a particular day (Example, Pump Operator, Station 2, 4th Platoon on July 5, 1981 or Lieutenant at Station 2, 3rd Platoon on July 5, 1981)

2. Job - shall refer to the permanent or temporary assignment of employees.

3. Position - shall mean the Civil Service Designation of Firefighter, Lieutenant and Captain.

4. Job Opening - A job shall become open when the City assigns an employee to the duties.

Section 8. Shift Worker

A shift worker is an employee who is assigned to a shift as defined in Section 5 of this article.

Section 9. EMTs

The City has the right to require the 12 least senior members of the bargaining unit to attend all schools necessary for EMT certification. Additionally, an employee who is one of the 12 least senior employees at the execution of the 1994-1996 agreement, and all employees hired subsequent thereto will be required to maintain at least basic EMT status for the first

fifteen years of employment. Employees other than those referenced above will not be required to maintain EMT status. The City shall pay for the cost of EMT Certification and recertification schools as well as for books and whatever other materials are needed to attend said schools for all firefighters required hereby to maintain EMT status during their first fifteen years of employment. At their election, the 12 least senior members and anyone holding the ambulance/tailgate position will be paid for attending AEMT and recertification schools.

In addition, all other members of the bargaining unit who attend either EMT or EMT Refresher School shall be paid for the course and expenses and shall be replaced on shift during school.

Section 10.     Ambulance

Each member of the Bargaining Unit who is a New York State Certified Emergency Medical Technician shall be paid an additional \$20.00 per week while he/she maintains such certification. Level II EMTs shall receive an additional \$35.00 per week and Level III EMTs shall receive an additional \$50.00 per week. As of January 1, 1996, Level III EMTs shall receive an additional \$2.50 per week to their base salary. These amounts shall be in addition to the amounts reflected in the current Schedule A in this contract and shall be added to the employee's appropriate hourly rate.

The City will allow those Level II and Level III employees six (6) months to meet local protocols provided the necessary classes have been scheduled. If an employee goes "off line", he shall be allowed six (6) months to go back "on line" without loss of the premium pay provided an opportunity to recertify does not present itself during such six (6) month period.

Section 11.     Scheduled Workers of Fire Prevention and Shift Workers

1. As of December 31, 1993, the City agrees that it shall organize shift workers into four (4) platoons and that each platoon shall consist of at least nine (9) persons which shall include one (1) captain, one (1) lieutenant and seven (7) firefighters. No member of the bargaining unit will be laid off. Present staffing levels above the minimum thirty-six (36) will only be reduced by attrition. No member shall be laid off or fired unless it is the result of disciplinary action.

2. The parties acknowledge that the Department currently has the following equipment:

Front line pumper at Station 1  
Ambulance at Station 1  
Aerial ladder at Station 1  
Front line pumper at Station 2

When there are eight men or more bargaining unit members on duty, and if the City has the above equipment in operation, the following shall be the assignments, which shall be bid by seniority:

Four men for the front line pumper at station 1, two of whom will also be used to maintain the ambulance; at least one man for the aerial ladder at station I and at least three men for the front line pumper at station 2.

Upon thirty (30) days notice, the City may eliminate equipment or close a station. Job assignments shall be adjusted accordingly and bid by seniority. The union shall also have the right to bargain impact as given by the Taylor Law.

3. The City agrees that no member of the bargaining unit shall be demoted unless it is as a result of a disciplinary action; in the event the City goes below the agreed upon man power levels, the City agrees to fill such vacancies as soon as possible.

4. The only fire prevention duties that shift workers will be required to do is fire education and preplanning.

#### Section 12. Emergency and Call-In Procedures

1. The City may call in volunteers when necessary to supplement the daily work force, who shall be true volunteers and who shall not receive compensation in any manner. In cases where an officer on duty in a fire or emergency situation determines there is a need for more than ten (10) men, he has the right to call in paid personnel. No outside fire department will be called into the City unless all paid firefighters are activated.

2. Rescue Hose #5 may be utilized to fight fires within the City without the City having to call in all paid firefighters.

3. When there is a mutual aide call and City firefighters are called out of the City, the same number will be replaced with paid firefighters. For calls to South Plattsburgh, District No. 3 and Cumberland Head, City firefighters will not be replaced, until it is known that they will be committed to the emergency.

Section 13. Non Emergency Call In Procedures

1. When paid firefighters need to be called in for non emergency overtime, the City agrees that the officer in charge at station one will be responsible for overtime call ins. Both officers and firefighters will be placed on one master overtime list. The officers will be placed on the master overtime list according to their rank and seniority. Firefighters will be placed on the master overtime list according to seniority in a ratio of one officer followed by a proportional number of firefighters. This process will continue until all officers and firefighters are listed on the master overtime list. When overtime is needed the officer in charge will go to the master overtime list and call the officer or firefighter who has the least number of turns. If specific qualifications are required he will continue down the list until he reaches the first officer or firefighter with the least number of turns who is qualified. If the officer or firefighter gets a refusal or can not be contacted, the officer in charge will continue down the master overtime list until an officer or firefighter accepts the overtime. All overtime turns will follow the rules set up for non emergency call ins.

2. The City agrees that the following rules shall apply for the master overtime list:

- (1) The officer in charge will make all non emergency call ins during the two hours prior to the officer or firefighters contractual shift change unless overtime becomes available during your duty shift and then the officer will call as soon as possible.
- (2) Refusals for overtime will only be given during the two hours prior to the contractual shift change when the officer or firefighter could not be contacted or when contacted he refuses the overtime.

- (3) If the officer in charge gets a busy signal he will wait (5) five minutes and try again. If the line is still busy the officer or firefighter being called will get a refusal if it is during the two hours prior to the contractual shift change. The officer in charge will then move to the next officer or firefighter on the list.
- (4) Once contacted the officer or firefighter will have (5) five minutes to accept or refuse the overtime regardless of the number of hours of overtime.
- (5) Only two officers can be on duty at one time for non-emergencies.
- (6) When the two officers of the same rank are working as a result of overtime, they will be given their choice of daily work assignments based on seniority. In all cases where there is one captain and one lieutenant on duty as a result of overtime the captain shall be in charge at station one. When one or more firefighters are called in for overtime, they will be given their choice of daily work assignments based on qualification and seniority.
- (7) Officers and firefighters are not eligible for overtime while they are on duty, sick on duty day, bereavement, association leave, jury duty, vacation, personal day and the first 60 days of compensation. When an officer or firefighter is not eligible for overtime he will not be contacted or penalized with a refusal.
- (8) If an officer or firefighter is on a Kelly or lieu day, he may accept or refuse overtime without any penalty.
- (9) An officer or firefighter who has been on duty for (48) continuous hours, shall not be allowed overtime unless no other officer or firefighter is available and he shall not be charged with a refusal.
- (10) All overtime call ins shall be marked on the master overtime list in the following manner. The

officer in charge will place an "X" by the officer or firefighter's name when he receives a turn and a "0" if the officer or firefighter receives a refusal. All turns and refusals will be dated and initialed by the officer in charge.

- (11) All overtime shall be computed in turns. A turn shall be defined as at least (10) ten consecutive hours of overtime or refusal of any amount of overtime. Three non-emergency call-ins will result in a turn being given.
- (12) There will be no swapping of overtime under any circumstances.
- (13) All disagreements or disputes on the rules of non-emergency overtime call ins and refusals will be resolved and handled by the Union.

3. Any officer or firefighter who is out of work, because of an on-duty or off-duty injury, for sixty (60) consecutive calendar days or less must provide a "do not return to work" slip from a physician at or about the time of injury. If such slip is provided, the officer or firefighter shall not be penalized with a refusal of overtime. However, if the absence extends beyond sixty (60) days, the officer or firefighter shall be given a refusal for overtime, applicable to him/her from the sixty-first (61<sup>st</sup>) day until the date of return.

Section 14. Special Duty and Schooling Overtime

1. All overtime other than emergency call-in, shift shortages, schooling or emergency repairs to equipment as a result of schooling and officer or departmental meetings shall be defined as special-duty overtime.

2. The City agrees to post for bid on the bulletin boards at both stations for a minimum period of four (4) days all special-duty overtime. Interested employees must sign the posted bid(s) within the required time limits to become eligible. Only employees off-duty for the duration of special-duty overtime shall be considered eligible. All bids will be awarded by seniority.

3. In the event no one bids the posted special-duty overtime or special-duty overtime arises that the City cannot post for bid within prescribed time limits, the City will revert

to the appropriate overtime lists as described under Article 1, Section 13. Employees called from the appropriate overtime list shall be called specifically for the special-duty overtime and shall not be allowed to use their seniority to bump jobs or daily work assignments of employees from the on-duty platoon or employees called in for overtime specifically to fill a platoon shortage.

4. The City agrees to post for bid on the bulletin boards at both stations for a minimum period of ten (10) days schools, work shops, seminars and special training exercises. Interested employees must sign the posted bid(s) within the required time limits to become eligible. All bids will be awarded to the most senior employee who bids and who had not yet attended a particular school, workshop, seminar or special training exercise. The City shall not have to post for bid schools listed under Article I, Section 9, EMTs or New York State mandated schools.

5. It is understood that no employee shall be ordered to accept any overtime other than overtime resulting from fires or related emergencies. It is further understood that no employee shall be ordered to attend any school, workshops, seminars and special training exercises, during scheduled off-duty hours, except for New York State mandated schools and schools listed under Article I, Section 9.

6. Schooling and training may be considered by the City when promoting employees to a higher position.

**ARTICLE II**  
**RECOGNITION OF BARGAINING UNIT**

Section 1.       Recognition

The City hereby affirms that it has recognized the Plattsburgh Permanent Firemen's Association, Local 2421 of the International Association of Firefighters as the sole and exclusive representative and bargaining agent for all employees of Plattsburgh Fire Department classification for the purpose of collective bargaining and adjustment of grievances. Such recognition is given pursuant to a resolution of the Common Council of the City of Plattsburgh, New York.

Section 2. No-Strike Pledge

The Union affirms that it does not assert the right to strike against the Employer, the City, to assist or participate in such a strike, the Union recognizing that any such strike would be contrary to law and the intention of this Agreement.

Section 3. Union Membership and Dues Deduction

(a) Employees who are members of the Union at the time this Agreement becomes effective, shall be members for the duration of this Agreement.

(b) Employees not members of the Union, who desire membership, shall confirm their desire to join for the duration of this Agreement by signing their Union application form and dues deduction authorization forms.

(c) All deductions under this Article shall be subject to revocation by the employees who executed such assignment, upon giving thirty (30) days written notice immediately prior to the expiration date of this Agreement to the Union and to the City.

(d) The Union will indemnify and save the City of Plattsburgh harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City in reliance upon dues deduction authorization cards furnished by the employees and/or Union.

(e) Any change in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the City not less than fifteen (15) days prior to the pay period when dues are deducted.

**ARTICLE III**  
**HOURS OVERTIME AND HOLIDAYS**

Section 1. Weekly Hours

Shift workers and scheduled workers are defined in Article I, Sections 6 and 8. The basic work week shall be forty (40) hours, averaged out over a calendar year. To achieve this average, the Fire Chief shall provide compensatory time off, which shall be defined as Kelly days, overtime pay at the appropriate rate or a combination of both.

Section 2. Overtime

(a) Overtime will be calculated on a fourteen (14) day, one hundred and six (106) hour work period, which for the purposes of the determination of hours worked, shall include vacation, Kelly, holiday and minimum call-in hours during such period. Time worked over the one hundred and six (106) hours as calculated above shall accrue at 1.5 times the employee's straight hourly rate.

(b) The minimum overtime payment shall be one (1) hour and any unit of time less than one (1) hour shall count as one (1) hour.

(c) An employee shall receive 2.5 times his/her straight hourly rate if such overtime work hours occur on a holiday or an employee is on vacation.

(d) Travel time and school time shall be counted towards hours of work. The City will pay for expense of travel and school.

Section 3. Call-In Time

Employees called in to work during hours outside their regular tour shall receive three (3) hours minimum pay, except when called in for Departmental Meetings. Pay for the preceding exception and carry-over time will be on the basis of hours actually worked. Officers and Firemen will normally perform their regular duties in accordance with Department policy.

Section 4. Attendance

Tardiness or leave before the scheduled hour will not be tolerated, except with the oral or written permission of the Officer in charge of the shift.

Section 5. Schedule Posting

(a) Work schedules for shift and scheduled workers, to include the maximum number of hours per man, as mandated by law, for the following calendar year shall be posted no later than the preceding October 1st (First). All such schedules shall be posted only after prior consultation with an advisory committee consisting of two officers of the Union and the Chief and/or his designee; except in cases where the Chief or his designee reserves the right to make work schedule changes to meet

department needs. A copy of the work schedule to be posted, will be given to each employee of the Fire Department, before October 1st (First) of each year and in the event that there are changes in the work, notice of said change or changes shall be given to the employee or employees involved as soon as the change is made.

(b) The vacation schedule shall be posted by October 1st (first) for selection by employees by November 15th (fifteenth) each year. All carry-over vacation time shall be picked after all other employees, from his/her platoon, have picked their regular vacations for the upcoming calendar year.

#### Section 6. Holidays

(a) The following days shall be recognized as paid holidays:

1. 1/2 day before New Year's Day
2. New Year's Day
3. Martin Luther King's Birthday
4. Lincoln's Birthday
5. Washington's Birthday
6. Good Friday
7. Memorial Day
8. Fourth of July
9. Labor Day
10. Columbus Day
11. Election Day
12. Veteran's Day
13. Thanksgiving
14. 1/2 Day before Christmas
15. Christmas Day

...and all days declared a holiday by the Mayor. The calendar day involved shall be the recognized paid holiday.

(b) If required to work, employees shall receive their regular daily pay plus holiday pay at straight time, for hours actually worked on the holiday. Holiday hours shall be added to hours worked for the purposes of determination of the 106 hour work period in Article III, Section 2(a).

- (c) (1) If a holiday falls on an employee's day off, said employee will receive nine (9) lieu hours. At the employee's option, he may elect to receive such

nine (9) hours as additional pay at his regular rate or take the lieu hours as time off.

- (2) If the employee elects to be paid for lieu hours, the election must take place before December 31st of the preceding year. Payment for lieu hours shall be at the employee's regular rate and shall be paid by the last pay period in November at the end of each year.
- (3) Prior to December 10th, slots for choosing "lieu hours" will be made available for all employees to pick time during the year. The total number of "lieu hours" each employee earns will be posted for choosing by December 10th and be picked by December 31st each year. Such "lieu hours" will be picked by rank and seniority and will be picked in twenty-four (24) hours increments, with the exception that "lieu hours" may be picked in less than twenty-four (24) hour increments, at the option of the employees, to fill partial Kelly days and/or extra vacation days or as specified in (1) and (2) above or Article III, Section 6(d).

(d) If a holiday falls on an employee's day off, said employee will receive nine (9) hours off (called "lieu hours"). Prior to December 10th, slots for choosing "lieu hours" will be made available for all employees to pick time during the year. The total number of "lieu hours" each employee earns will be posted for choosing by December 10th and be picked by December 31st each year. Such "lieu hours" will be picked by rank and seniority and will be picked in twenty-four (24) hours increments, at the option of the employee, to fill partial Kelly days and/or extra vacation days. If more than twelve (12) "lieu hours" remain after the maximum number of twenty-four (24) hours increments have been chosen by the employee and after the employee has elected to fill partial Kelly days and/or extra vacation days these "lieu hours" will be picked by the employee not less than twelve (12) hour increments. "Lieu hours" remaining after the above designated procedures have been followed (but in no event to exceed eleven (11) hours) will be designated "left over lieu time" and will be picked by the employee in one or both of the following ways:

- (A) The employee may schedule, prior to December 31st, the hours which he elects to schedule in

increments of not less than three (3) hours unless the balance is less than three (3) hours, and/or

- (B) Use his "left over lieu time" on scheduled duty days under the following terms and conditions:
- (1) There must be at least nine (9) men on duty for an employee to use "left over lieu time".
  - (2) Time will be approved by the Officer in Charge on a first come, first serve basis.
  - (3) It will be the responsibility of the individual to make up any training that is missed as a result of picking "left over lieu time".
  - (4) A minimum of three (3) hours must be picked at one time, unless the balance is less than three (3) hours.
  - (5) The Officer in Charge will be responsible for the use of "left over lieu time" as set forth in this section and will also have the right to refuse said time if it will cause the shift to be short a driver or EMT. Under no circumstances will the shift operate with less than eight (8) men on duty as a result of an employee picking "left over lieu time". The Officer-in-Charge will also be responsible for the employee's "time card", "daily attendance sheet", "Chief Officer's Daily Report", and the "left over lieu time list sheet".

Employees may use up to twenty-four (24) hours of lieu time as personal leave. Such personal leave time must be designated before December 31st of the preceding year. Personal leave designated as such and not taken shall be paid pursuant to the provisions of Section (c) (1) herein.

(e) Once lieu days are picked, they cannot be changed without approval of the Administration Assistant Chief and he must be notified at least a week in advance.

(f) There will be no "lieu hours" earned while on vacation. In the event a person uses all "lieu hours" and his/her relationship with the Department is severed for any reason whatsoever including retirement, the balance of "lieu hours" that were not earned at that time shall be deducted from accumulated Kelly days, vacation days, or from his/her final paycheck. However, in the event an employee's relationship with the Department is severed for any reason other than retirement, he/she or his/her beneficiary shall be compensated in cash in an amount equal to one hundred percent (100%) of any accumulated, unused "lieu hours" no later than the payroll period following the date of his/her separation or, no later than thirty (30) days after a death certificate has been provided to the City.

Section 7. Personal Leave

Each employee shall be provided one (1) personal day (twenty-four (24) hours) which shall be funded at the employee's option with accumulated lieu hours and/or accumulated sick leave hours as may be available for such purpose. Such personal leave time must be designated before December 31st of the preceding year. Personal leave designated as such and not taken shall be paid pursuant to the provisions of Section 6(c)(1) herein.

Section 8. Basic Wage Rates

(a) The wage rate which was in effect on December 31, 2003 shall be increased retroactively as follows: Effective January 1, 2004, three and a half percent (3.5%) for employees not obligated to make health insurance contributions and three percent (3.0%) for employees obligated to make health insurance contributions increase over the salaries in effect on December 31, 2003.; effective January 1, 2005, three and a half percent (3.5%) for employees not obligated to make health insurance contributions and three percent (3.0%) for employees obligated to make health insurance contributions increase over the salaries in effect on December 31, 2004. Effective January 1, 2006, three percent (3.0%) for all employees increase over the salaries in effect December 31, 2005. Effective January 1, 2007, three percent (3.0%) for all employees, increase over the salaries in effect December 31, 2006. The salary increases identified above are set forth in Schedule "A" of this agreement.

(b) Any retroactive amounts shall be paid to any and all firefighters who retire from January 1, 2002 until the date the contract is signed.

(c) Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties of a rank above that which he normally holds, shall be paid at the rate for that rank while so acting.

(d) The payroll period shall be changed from weekly to bi-weekly. A minimum of one month's notice shall be given prior to making such change.

Section 9.        Kelly Days

The City agrees that all members of the bargaining unit shall be allowed to pick their Kelly days. Kelly days shall be picked by rank and seniority from November 16th (sixteenth) through December 10th (tenth) each year. The only exceptions shall be that employees on individual platoons may start picking earlier if all members of the platoon have picked their vacation. The Department may keep in effect all reasonable limitations which are necessary to preserve manpower and which were in effect on or before July 1, 1983.

**ARTICLE IV**  
**UNIFORM ALLOWANCES**

Section 1.        Minimum Uniform Requirements

Each employee shall maintain the minimum uniform requirements that are established by the Fire Chief.

Section 2.        Uniform and Clothing Allowances

The City agrees that all members of the bargaining unit shall receive a uniform allowance in the amount of Four Hundred Fifty Dollars (\$450.00) to be incorporated into the Schedule "A" for each contract year. In addition, the city agrees that they will replace all dentures, glasses, contact lenses and civilian clothes destroyed or lost in the line of duty.

Section 3.        Uniform and Clothing Replacement

Employees whose clothing and fire equipment are lost or damaged in the course of fire fighting duties and are to be replaced, shall submit a statement explaining the cause for the loss and an itemized account of the loss claimed. Uniforms shall be replaced on the basis of normal wear and tear. Employees shall be required to present invoices for such replacement costs.

**ARTICLE V**  
**VACATION**

Section 1.        Entitlements

(a) Each member of the Fire Department in the City, be they provisional, probationary or permanent, shift worker or scheduled worker, shall be allowed an annual vacation of not less than fourteen (14) calendar days, (two (2) weeks), after having served one (1) year in the Fire Department; the times to be drawn and selected by rank and seniority, and after having served five (5) continuous years, shall be allowed an annual vacation of not less than twenty-one (21) calendar days, (three (3) weeks); and after having served ten (10) continuous years, shall be allowed an annual vacation of not less than twenty-eight (28) calendar days, (four (4) weeks). In addition, any member of the bargaining unit who has been employed for more than fifteen (15) years, shall receive an annual vacation of not less than thirty-five (35) calendar days, (five (5) weeks), said times also being selected by rank and seniority, without diminution of salary as fixed or pursuant to law.

(b) All new employees in the Fire Department shall be allowed to choose vacations based on the formula of one and one-sixth days per month or 9.33 duty hours per month, up to the first January following the date of their hiring. These days shall be picked by rank and seniority after the first October following the date of their hiring.

Section 2.        Using Vacation Time

(a) Employees shall continue to choose their vacations in days and must be taken for the minimum period of one (1) week at a time. An exception to this one (1) week minimum period would be for days which are not charged because of holidays, jury duty, family bereavement and association leave. Single days or portions of single days will be used in the same proportions for which they were not charged. Vacation weeks shall begin at 08:00 hours on a Monday and end at 07:59 on the following Monday. Should a recognized paid holiday fall during an employee's vacation, he will not be charged vacation time for said holiday. If at the time of an employee's separation from City employment, he/she has accumulated extra vacation days pursuant to this Section, the employee or his/her beneficiary shall not receive compensation for said days unless he/she has accumulated seven (7) extra vacation days in which case he/she or his/her

beneficiary shall receive one week's salary for said seven (7) days.

Section 3. Vacation Choices and Choosing Time Off

(a) Individual platoons shall be allowed to pick vacations separate from other platoons. No more than two (2) employees may be scheduled off on vacation and/or Kelly days, per platoon, at any one (1) time, with the exception of Article III, Section 6(d) and Article XIV, Section 2. Only one (1) officer, from each platoon, shall be scheduled off on vacation, Kelly or lieu days at any one (1) time.

(b) Vacations shall be picked by rank and seniority on individual platoons from October 1st (first) to November 15th (fifteenth) yearly. All carry-over vacation time shall be picked after all other employees, from his/her platoon, have picked their regular vacations for the up-coming calendar year or after vacation time is earned in the same calendar year.

Section 4. Emergencies While on Vacation

The City agrees to allow all employees, while on vacation to report to fires or related emergencies. The choice of responding is entirely up the employee; unless, the Fire Chief or his/her designee declares a state of emergency and cancels all vacations. If an employee reports to a fire or related emergency, while on vacation, he/she shall receive double time and one-half pay, including double time and one-half pay for minimum call-in time; but, shall not be credited extra vacation time back except what is listed under Section 2 of this Article.

Section 5. Payment for Vacation

If an employee has accumulated unused regular vacation weeks, pursuant to this Article, at the time of his/her separation from City employment, the employee or his/her beneficiary shall be compensated in cash, at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation from City employment, no later than the payroll period following the date of his/her separation; or, no later than thirty (30) days after a death certificate has been provided to the City.

**ARTICLE VI**  
**SICK LEAVE, BEREAVEMENT, JURY DUTY**

Section 1.        Sick Leave

(a) All employees shall earn twelve (12) hours sick leave per month worked.

(b) Effective July 1, 1985, all employees who have not accumulated the sum of one thousand seven hundred twenty-eight (1,728) hours sick leave time shall be given the right to accumulate to that amount. Upon retirement, death or layoff, these employees shall be paid for those hours at the rate of one hundred percent (100%) compensation for accumulated unused sick leave up to a maximum of one thousand four hundred and forty (1,440) hours.

(c) Absence due to sickness, or off-duty injury, shall be charged for each hour lost from an employee's regular work shift, but, within the provisions of Article VII, Section 3. Sick leave credits may be used in units of one (1) hour or greater.

(d) Sick leave is absence with pay necessitated by the off-duty illness or physical disability of the employee, or a member of his/her immediate family as per Article VI, Section 2. Sick leave shall not be considered a privilege; but, shall be allowed only in case of necessity and actual sickness or disability of the employee or a member of his/her immediate family as per Article VI, Section 2. The City and the Union agree that abuse of sick leave shall not be tolerated. Family sick leave taken pursuant to this Section shall not count towards the Departmental 72-hour sick leave abuse standard.

Section 2.        Family Illness

Any fireman, be he provisional, probationary, permanent, shift-worker or scheduled worker who is absent from any duty because of serious illness in his immediate family, i.e., mother, father, sister, brother, children, wife, mother-in-law, father-in-law and grandparents, may by the department head having supervision over him be granted leave with pay and the time deducted from accumulated and unused sick leave. It is the employee's obligation to notify his department of such absence because of serious illnesses in his immediate family and the reason therefore, on the first day of such absence but not later

than one hour before the beginning of his workday. Sick leave credits may be used in units of one hour or greater.

Section 3.       Protection of Sick Leave Benefit

Employees shall be required to submit either a physician's certificate or other satisfactory evidence of sickness or injury if requested by the Chief or his designee, or the Union President or his designee; but may only be requested after an employee has been absent from duty for two (2) consecutive scheduled work days. All cost of doctor's report or alternative shall be paid by the City. Employees who use three (3) days or more sick leave in a year may be sent to a doctor, at City expense. Absences due to General Municipal Law §207-a injuries shall not be considered toward the three (3) days.

Section 4.       Cash Payment For Unused Sick Leave

(a) All employees shall be compensated in cash in an amount equal to one hundred percent (100%) of any accumulated, unused sick leave, up to a maximum of one thousand four hundred and forty (1,440) hours, when permanently separated from employment as the result of retirement, death or layoff.

(b) The amount of cash payment for all unused sick leave shall be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's retirement, death or layoff.

(c) At the employee's election, payment for accrued sick leave due at retirement shall be made in one (1) lump sum at the payroll period following the date of retirement or may be split in two (2) equal payments with one payment payable at the payroll following the date of retirement and the second payable at the first payroll in the succeeding tax year. Such election shall be made by the employee upon retirement in writing.

(d) When an employee is permanently separated from employment as the result of death, the employee's beneficiaries shall be compensated in cash according to Section 4(a) and 4(b) of this Article for any accumulated, unused sick leave no later than thirty (30) days after a death certificate has been provided to the City.

Section 5.           Return to Work After Illness

The City may require an employee, whether shift or scheduled worker, who has been absent because of personal illness or off-duty injury, prior to and as a condition of his return to duty, to be examined at the expense of the City by a Medical Doctor designated by the City, to establish that he is fully able to perform assigned duties and that his return to duty will not jeopardize the health or safety of other employees.

Section 6.           Bereavement Leave

An employee, be he provisional, probationary, or permanent, shift worker or scheduled worker, who is necessarily absent from duty because of death in his immediate family, i.e., mother, father, sister, brother, children, wife, mother-in-law, father-in-law, and grandparents shall be granted up to four (4) consecutive days during time of the wake without diminution of pay, sick leave, vacation and paid holidays; however, additional time may be granted at the discretion of the Chief to be deducted from either vacation time or sick leave or paid holidays.

Section 7.           Jury Duty

Any employee performing jury duty, when he is normally scheduled to work, shall be permitted time off with pay while required to be out of the Department. All employees when released from jury duty and such release is during their normally scheduled work day, shall report immediately to their station for assignment.

Section 8.           Personal Leave

Every member shall be allowed to designate one (1) personal day (twenty-four (24) hours) per year as personal leave which shall be funded at the employee's option with accumulated lieu hours and/or accumulated sick leave hours as may be available for such purpose. If an emergency exists, such leave may not be denied. Personal leave may be taken in no less than 4 hour blocks.

**ARTICLE VII**  
**HOSPITALIZATION AND RETIREMENT**

Section 1.        Health Insurance

(a) The City will pay the premiums for group hospitalization and medical insurance as presently provided for all employees of the Fire Department and members of their families. This group coverage also applies to all Firemen (and their families) who retire after service connected disability, having had ten (10) years with the Department, or who retire for disability reasons other than service connected, having had fifteen (15) years service with the Department, or who retire after twenty (20) years under the general retirement plan with the City until such time as the Fireman is deceased. Group coverage shall be available to any Fireman who has completed thirty (30) days of employment with the City.

(b) The City shall have the right to:

I. Change from fully insured indemnity health Insurance plan (Traditional Blue) to partially Self Insured Medical and Prescription Drug Health Plan with Stop Loss Aspects.

1. The City of Plattsburgh may hire a Third Party Administrator (TPA) and a Pharmacy Benefit Manager (PBM).

a. These carriers could be responsible for adjudicating all claims, providing access to their network and discounts, case management, pre-certification and managing/reporting claims as well as other responsibilities typical of a TPA.

2. Upon implementation, all coverage of the current Traditional Blue health plan will remain equal to or better, except as noted above and below. A copy of the certified benefits statements from BlueCross/BlueShield for November, 2005 Traditional Blue Plan acknowledged as correct and signed by the parties is attached.

a. The Prescription Drug plan of \$3.00 for generic and \$5.00 for "brand" would change to \$0.00 for generic and \$10.00 for "brand".

b. Dispensing limit of Prescription Drugs will be a 30 day supply.

c. Mail order for maintenance prescriptions will be \$0.00 for generic 90 day supply and \$20.00 for "brand" 90 day supply.

d. a, b, and c is the entire prescription drug coverage of the City's self insured health plan.

e. Implementation of a case management plan and/or pre-certification program with no penalty

## II. Addition of Health Plans:

Employer shall have the ability to enhance or add health plan(s)/options during the term of the contract. No employee shall be required to enroll in such new plan or option. Such enrollment shall be voluntary.

III. The 25% contribution required to be paid by employees hired after July 1, 1992 toward health care shall be permanently reduced to 15% effective upon implementation of Self Insured or on December 31, 2005, whichever shall occur first.

IV. If another bargaining unit negotiates a lower prescription co-pay, the city will offer the same to the Firefighters.

V. If the city abandons self-insuring for any reason, the requirement to maintain insurance of equal or better than Traditional Blue health plan shall remain in effect as well as the reduction from a 25% co-pay to a 15% for employees hired after July 1, 1992.

(c) Subject to the above and in particular III, Employees hired after July 1, 1992 shall contribute towards the group health insurance premium (Individual or Family). [Each employee obligated to make such group health insurance premium contribution shall have such withholdings made by authorized payroll deduction on a pre-tax basis as authorized by law, provided the City receives a legal opinion of qualified tax counsel that such plan is legal and proper under all relevant tax law and authority.

1. The Union shall make payment to the City for one half of the cost of such legal tax opinion to a maximum payment amount of one thousand and no/100 dollars (\$1,000.00) at the implementation of this provision.

2. Member as referenced in this section is defined as an employee or retiree eligible for group hospitalization and medical insurance as provided in this Article.

3. A member may elect not to participate in a plan of medical and health insurance benefits provided under this Agreement and the member shall be eligible to receive a total payment of \$1,500.00 for family coverage per calendar year or \$800.00 for single coverage per calendar year to be paid biannually.

4. A member shall present proof to the City that the member and the member's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the coming year that the member elects not to be covered by the plan of medical and health insurance benefits provided by the City.

5. Payments shall be made on July 15 and January 15.

6. An election not to be covered for the upcoming year shall be made in the month of December of each year, in writing to the City, together with evidence of coverage of the member and the member's dependents under a comparable plan of medical and health insurance benefits.

7. A member must promptly notify the City of a termination of alternative medical and health insurance benefit coverage. The member will then be reinstated to the City-provided health insurance program. In the event that the member re-enrolls in the City-provided health insurance program, the member shall be permitted a prorated portion of the \$1,500.00 (for family coverage) or \$800.00 (for single coverage) payment, but shall not be permitted again to opt out of the insurance program during the current year.

8. For a department employee or eligible retiree whose spouse is also a City employee, and who is eligible to be covered by an identical City provided insurance

policy only one spouse is entitled to family coverage. A Department employee or eligible retiree who is married to another City employee, and who is eligible to be covered by an identical city provided insurance policy shall not be eligible for the health insurance buy-out.

Section 1A. Voluntary Group Dental Insurance

1. Each employee shall be provided the opportunity to participate in the Voluntary Dental Plan offered by Blue Shield of Northeastern New York as long as such plan is available.

2. Such opportunity for participation in the Voluntary Dental Plan shall be determined by the terms of the plan as administered by Blue Shield of Northeastern New York.

3. Each employee participating in such Voluntary Dental Plan shall contribute one hundred percent (100%) of the premium cost of such plan, as such cost is determined by the Blue Shield of Northeastern New York in January of each year and such withholdings for employee premium contributions shall be made by authorized payroll deduction on a pre-tax basis as authorized by law, and if deemed lawful and proper by tax counsel.

Section 2. Retirement

(a) The City will pay the full cost of the N.Y. State Policemen's and Firemen's Retirement System 20 year Plan.

(b) Beneficiaries of employees who die in service are guaranteed a minimum death benefit of three (3) times that employee's annual rate of pay rounded to the next higher multiple of \$1,000, but not to exceed a total of \$60,000.00. This benefit is supplementary to and not in addition to what is provided by the New York State Policemen's and Firemen's Retirement System 20-year Plan.

(c) The City agrees to offer the one year final average salary benefit to all employees of the bargaining unit, consistent with Section 302(9)(d) of New York State Retirement and Social Security Law ("RSSL") for Tier I firefighters, and Section 443(f) of the RSSL for Tier II firefighters.

Section 3. Disability Insurance Benefits

(a) The City agrees that all employees shall be covered under the provisions of the "Disability Benefit Law" of the

State of New York with the full cost of such coverage to be paid by the City.

(b) If an employee is absent from work, due to sickness or off-duty injury, beyond the seven (7) day waiting period of the "Disability Benefit Law" of the State of New York he/she shall receive his/her regular weekly salary payment from the City and one (1) hour of sick leave shall be charged for each hour lost from the employee's regular work shift. The employee shall continue to receive his/her regular weekly salary payment from the City until the employees accumulated sick-leave bank has been completely exhausted the employee shall continue to receive his/her regular weekly salary payment from the City until the employee's accrued vacation has been completely exhausted. Payments for such absence extending beyond the limits of accumulated sick leave banks and accrued vacation shall only be made from the disability insurance carrier.

(c) Employees absent from work, due to sickness or off-duty injury shall continue to receive all benefits under the provisions of this contract until such time as his/her bank of accumulated sick leave has been completely exhausted and his/her accrued vacation has been completely exhausted.

(d) The City will credit the employee's sick leave bank and/or vacation bank with the appropriate number of hours as soon as the City has been reimbursed by the disability insurance carrier for the employee's lost wages under the provisions of the "Disability Benefit Law" of the State of New York. To compute the appropriate number of hours the City will divide the amount reimbursed by the disability insurance carrier by the hourly rate paid the employee at the time the employee filed for disability benefits.

(e) The provisions of this Section shall become effective only if the employee files for disability benefits with the City.

#### Section 4. Leave of Absence

(a) The City agrees that employees shall be granted leave of absence, without pay, for medical reasons, for a maximum period of one (1) year. To be eligible for a medical leave of absence an employee must have one (1) year of continuous service with the Department.

(b) Before any medical leave of absence shall be granted the employee must notify the Chief or his/her designee and the Mayor or his/her designee at least one (1) week prior to his/her bank of accumulated sick leave becoming completely exhausted.

(c) The official notification of medical leaves of absence to the Chief or his/her designee and the Mayor or his/her designee shall include the approximate length of time such leave is requested and medical evidence that he/she cannot perform his/her duties within the Department.

(d) An employee shall also be allowed to use all accumulated vacation time, "lieu hours" and Kelly days, for medical reasons; but, only after his/her bank of accumulated sick leave has been completely exhausted.

(e) An employee shall be allowed to return to full duty any time within the time limits of his/her medical leave of absence; but, only after providing medical evidence to the Chief or his/her designee and the Mayor or his/her designee that he/she can perform his/her full duties within the Department.

(f) No seniority shall be accrued while on any medical leave of absence; but, the employee shall be allowed to return to the job and position he/she held at the time the leave of absence was requested.

(g) An employee shall not lose any benefits accrued in the New York State Policemen's and Firemen's Retirement System twenty (20) year plan and shall continue to accrue said benefits upon his/her return to duty within the Department.

(h) An employee shall not lose any accrued years of service, as listed for pay in Schedule "A" in this Agreement or any new agreement, and shall be allowed to return to the same years of service slot and position he/she held at the time the leave of absence was requested. The employee shall also be allowed to return to the same sick leave schedule where his/her name appeared at the time the leave of absence was requested.

(i) The City agrees to continue to provide health insurance coverage for employees on medical leaves of absence providing the employee reimburses the City for the cost of said health insurance each month the employee is on said leave.

**ARTICLE VIII**  
**MANAGEMENT RIGHTS**

Section 1.

It is recognized that the management of the department, the control of its properties and the maintenance of order and efficiency, are solely the responsibilities of the City. Accordingly, the City retains all rights except as they may be specifically modified in this Agreement, including but not limited to the size, selection, direction and allocation of the work forces; to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others by contract or otherwise except as they may otherwise specifically limited to this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

**ARTICLE IX**  
**PERSONNEL CHANGES**

Section 1.

All promotions and discharges of employees, be they provisional, probationary or permanent, shift worker or scheduled worker, shall be in accordance with New York State Civil Service Law and Rules. Provided, however, that for any disciplinary actions, including letters of reprimand, or discharge matters, a neutral hearing officer will be chosen according to PERB's voluntary arbitration procedure. Aside from this choosing of a neutral hearing officer, the format for the proceeding shall be the same as an Article 75 proceeding under Civil Service Law.

**ARTICLE X**  
**VALIDITY CLAUSE**

Section 1.

It is not the intent of this Agreement to circumvent or violate any of the Federal, State or Local Laws. If any part of this Agreement is interpreted as being in violation of any such laws, then such section that is in violation shall become immediately inoperative and shall be stricken from this Agreement without affecting the remaining terms of this Agreement.

Section 2.

IT IS AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL (CIVIL SERVICE LAW, ARTICLE 14, SECTION 204-A).

**ARTICLE XI**  
**MISCELLANEOUS WORKING CONDITIONS**

Section 1      Safety Committee

(a) The Chief shall appoint a Safety Committee consisting of five persons, one of whom shall be an officer of the department, two of whom shall be firemen selected from among the force and two of whom shall be designated by the Union.

(b) 1. The Safety Committee shall investigate and determine if procedures, as established by the Fire Department are being properly adhered to.

2. The Safety Committee shall investigate any inadequate or unsafe condition of equipment assigned to the Department.

(c) 1. Employee shall notify the officer-in-charge and/or an Assistant Chief, orally or in writing, of any unsafe condition within either station, vehicles, equipment, etc. If the officer-in-charge or Assistant Chief refuses to take remedial action within twelve (12) hours of notification, he/she shall notify any two (2)

members of the safety committee and the Fire Chief or his/her designee.

2. After notification from the officer-in-charge and/or Assistant Chief the safety committee shall bring the unsafe condition to the attention of the Fire Chief or his/her designee. If the Fire Chief or his/her designee refuses to take remedial action within twelve (12) hours of notification, he/she shall notify and two (2) members of the safety committee and the Union President in writing.
3. After notification from the Fire Chief or his/her designee the safety committee shall bring the unsafe condition to the attention of the Mayor or his/her designee. If the Mayor or his/her designee refuses to take remedial action within seventy-two (72) hours of notification he/she shall notify any two (2) members of the safety committee and the Union President in writing.
4. If an unsafe condition remains unresolved after step (C) 3, immediately above, the Union may take such unresolved unsafe condition directly to arbitration as provided for in Article XIII, Section 3, Step 3, and the burden of proof as to the unsafe condition is on the Union.

(d) The failure of any firefighter to follow safety procedures as established by the Fire Department, shall be assessed and reported to the Fire Chief for such action as he deems appropriate.

## Section 2. Safety Rules and Equipment

(a) In order for the City to enforce safety rules, employees must be afforded proper training concerning these rules. A copy of these training procedures and procedures of operation of equipment will be provided to the Union and available to the employees at each station.

(b) The safety rules, as prescribed by the City and State, must be strictly adhered to by employees and the City. Written copies of the safety rules will be provided to each employee and will be prominently displayed in all fire stations. First aid kits shall be placed in all fire stations and in all trucks and

respiratory airways and respiratory and cardiac arrest equipment shall be placed in each pumper. The City shall provide New York State OSHA approved protective devices and other personal equipment, including one (1) hard hat helmet and two (2) liners, two (2) bunker coats and liners, one (1) pair of quick-hitch pants and liner, one (1) pair of regular hip boots, one (1) pair of quick hitch boots, two (2) pairs of mittens and liners or gloves and one (1) flashlight for each employee to properly protect the employee from injury in accordance with good operating practices. The City shall also keep an adequate inventory "on hand" of the above mentioned personal firefighting equipment to replace work equipment or equipment lost or damaged in the course of firefighting.

Section 3.        Tuition

The City will pay one hundred (100%) percent of tuition to those Firemen taking and passing those courses approved by the Fire Chief that relate directly to improving an employee's firefighting skills. The one hundred (100%) percent cost to be paid by the City shall be reduced by any amounts received by and paid on behalf of the Firemen by any governmental branch or agency, except the Veteran's Administration, or by any scholarship payment from any source. Before such payment is made to any employee, he shall submit satisfactory evidence of completing and passing the approved course or courses and shall submit a statement of any amounts received or paid on his behalf as covered in this section. If no payments were made to him or on his behalf he shall submit a statement to that effect.

Section 4.        Payroll Deduction Deferred Income

The City shall institute a tax deferred savings program open to all members to participate in by payroll deduction.

Section 5.        OSHA-mandated Physical Examination.

OSHA-mandated physical examination may be performed by a local physician designated by the City. The local physician conducting such examination solely for the purpose of determining an employee's physical ability to wear a respirator (SCBA) pursuant to OSHA regulations 29 CFR 1910, shall report the results of his/her examination to the City on a "pass-fail" basis.

**ARTICLE XII**  
**OUTSIDE EMPLOYMENT**

Section 1.

All employees, be they provisional, probationary, or permanent, shift worker or scheduled worker, shall have the right to seek and secure any other employment for the balance of their weekly hours not allocated to Fire work, providing the same does not involve any conflict of interest with their duties as firemen and the duties of Firemen shall be first and foremost and in the event of a conflict of interest in any way, they shall resign the other employment.

**ARTICLE XIII**  
**GRIEVANCE AND ARBITRATION**

Section 1. Definition

(a) A contract grievance shall be defined as a dispute concerning the interpretation, application or claimed violation of a provision of the contract agreement.

(b) Each contract grievance shall state the specific term of the agreement claimed to have been breached.

Section 2. Preamble

(a) Every bargaining unit member shall have the right to present grievances in accordance with the procedure provided herein.

(b) The informal resolution of differences or grievances is urged and encouraged.

(c) Any employee and his representatives shall have the time off from their regular duties if a hearing is scheduled during employee's scheduled tour or duty for the presentation of a grievance without loss of pay or time credits.

Section 3. Steps

Grievances shall be processed according to the following procedure:

Step 1. A grievance may be submitted in written form by the employee or the Union to the Fire Chief within

ten (10) calendar days of its occurrence. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, so far as diligent efforts will allow, and the provisions of this Agreement, that the aggrieved's claim has been violated. The Fire Chief's answer shall set forth the facts he took into account in answering the grievance. His written answer shall be presented to the employee and the Union within ten (10) calendar days after receipt.

Step 2. In the event the grievance is not settled satisfactorily within the Department, the employee or the Union may appeal same within ten (10) calendar days of Step I answer to the grievance to the Mayor or his designee and shall notify the employee and the Union of his decision in writing within ten (10) days.

Step 3. If the grievance is still unsettled, the Fireman and/or the Union may, within thirty (30) calendar days after the reply of the Mayor or his designee is due, by written notice to the other, request Arbitration by writing the New York State Public Employment Relations Board requesting a panel of arbitrators to be provided pursuant to PERB rules and procedures for the appointment and selection of an arbitrator and the scheduling of the arbitration.

Step 4. Timeliness. Any grievance not processed within the time provisions of this Article or within the time limits as may be mutually agreed by all parties involved to be extended, shall be deemed to have been satisfactorily resolved and thereby waived.

A grievance not responded to in accordance with the time limits provided herein entitles the aggrieved or the Union to move the grievance to the next grievance step.

#### Section 5. Powers to the Arbitrator

The Arbitrator shall not have any power to amend, modify or delete any provision of this Agreement and shall confine his opinion and award to the specific dispute submitted. The arbitrator shall have thirty (30) days in which to render a decision.

Section 6.        Fees and Expenses

The expenses of the Arbitrator shall be borne by the party against whom the Arbitrator decides. The party desiring a stenographic record of the arbitration proceedings may cause a transcript to be prepared and such party shall pay for it. If both parties desire a hearing transcribed of the arbitration, the cost will be equally divided.

**ARTICLE XIV**  
**ASSOCIATION AND MEMBER RIGHTS**

Section 1.        Continuity

All the rights and privileges conferred upon the Union herein are hereby preserved and kept inviolate.

Section 2.        Association Leave

Association leave shall be granted up to a maximum of Two Hundred Forty (240) hours per contract year. Such leave shall be taken in minimum increments of four (4) hours. The Union President and/or his designees shall have the right to take such leave after giving twenty-four (24) hours notice to the Fire Chief. However, no more than two (2) men per shift may be given this leave at one time. In addition to the bank of Two Hundred Forty (240) hours, all members of the negotiating team, up to a maximum of six (6), shall be granted time off to attend any regular scheduled negotiating meeting with the City, and all members of the grievance adjustment team shall be granted time off to perform grievance functions. However, no more than two (2) men per shift may be given this leave at any one time.

Section 3.        Rights of Employees

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

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

(c) The wide ranging powers and duties given to the Department and its members involve them in all manner of contact and relationships with the public. Out of these contacts may

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

1. Unless the exigencies of the investigation dictate otherwise, the interrogation of a member of the force shall be at a reasonable hour and when the member of the force is on duty. When, however, the exigencies of the situation dictate that a member of the force be interrogated when he is not on duty, he shall be paid for actual time involved during such interrogation.
2. The interrogation shall take place at a location designated by the investigation officer. Usually it will be at Fire headquarters. Fire stations or at the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before interrogation commences. The addresses of complainants and or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as witness only, he should be so informed at the initial contact.
4. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as reasonably necessary.
5. The member of the force shall not be subjected to any offensive language nor shall be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
6. The Union shall have the right to record, without any undue delay the complete interrogation of a member of the force. Off-the-record questions will be permitted when agreed to by both parties. Any recess held shall be noted in such record.

7. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or a target of criminal investigation, he shall be given his rights pursuant to the current decisions of the Supreme Court of the United States.
8. In all cases, the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with his Union representative before being questioned concerning a violation of the Rules and Regulations. A representative of the Union, may be present during the interrogation of a member of the force.

**ARTICLE XV**  
**RECIPROCAL PROVISIONS**

Section 1.        No Discrimination

The City shall so administer its obligations under this Agreement in a manner which will be fair and impartial to all employees shall not discriminate against any employee by reason of age, race, color, sex, marital status, disability or sexual orientation.

Section 2.        Association Posting and Meetings

The Association shall have the right to post notices and other communications on bulletin boards within the Department. The Association shall have the right to call Association Meetings at the Fire House. Employees on duty shall not be permitted to leave their duty post to attend such meetings, except for the Union President or in his absence, the Vice-President who will be excused from duty for the duration of the meeting.

Section 3.        Grievance Adjustments

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time to fulfill these obligations. However, this shall not include time for consultations with attorneys, which shall be charged against Association leave time.

**ARTICLE XVI**  
**DURATION AND TERMINATION OF AGREEMENT**

This Agreement in its entirety shall become effective January 1, 2004, (except as may be provided otherwise in this Agreement) and shall remain in full force and effect until December 31, 2007.

**ARTICLE XVII**  
**COMPLETE AGREEMENT (ZIPPER CLAUSE) AND PAST PRACTICES**

Section 1.

The parties hereto expressly agree that during the lifetime of this Agreement there shall be no requirement of either party to enter into collective bargaining negotiations as to any matter covered or not covered by the provisions of this Agreement, except as referred to in Article XVI and the following 6 items.

The parties agree to negotiate the following items after this contract is signed and waive any claim based on this zipper clause:

- A. ALS
- B. Longevity
- C. Day Officer Settlement
- D. Health Insurance Buy Out
- E. The city agrees to give another bargaining unit a contract percentage increase of over 3.5% for a one year increase within the next 12 months.
- F. Labor-Management Committee

Section 2.

The parties agree that this Agreement is the sole and complete Agreement between them and that any other previous understandings or Agreements, oral or written inconsistent with the provisions of this Agreement are superseded and are of no effect during the term of this Agreement.

Section 3.

A joint written description of past practices and conditions was prepared by the Fire Chief the Union President and other Officers of the Union, and were negotiated by the two

parties to become part of this Agreement. The following is the list of past practices to be continued by mutual Agreement.

1. Shift trading will be allowed among men with equal skills and abilities, with no additional cost to the City and the approval of the Officer-in-charge.
2. Employees may leave when his replacement arrives and replaces him on duty with no overtime or additional cost to the City and with the approval of the Officer-in-charge. Shift Employees will report to work twenty (20) minutes before the starting time for a shift and in return, will receive one extra(1) 24 hour Kelly Day per year.
3. Employees allowed to go to and from work station in civilian clothes must be in uniform at time of duty.
4. Employees shall be allowed two (2) fifteen (15) minute coffee breaks, emergency duty permitting. Shift workers will, in addition, be allowed one (1) hour for dinner or supper per shift at a time duty permits.
5. Employees shall be allowed to trade scheduled compensatory time-off (Kelly) days with other employees where no loss of effectiveness of the department is indicated, with no additional cost to the City and with the approval of the Officer-in-charge.
6. Employees on emergency call-in shall be allowed to leave when the emergency is declared over and vehicles and equipment are returned to service.
7. Shift employees on night shift duty shall be allowed to sleep between 23:00 hours and 07:00 hours, except for duty calls and necessary emergency equipment work or repairs.
8. The basic necessities of the station will be provided by the City such as stove, refrigerator, table and chairs, for eating purposes.

9. A lounge area with suitable furniture will be provided by the City. The Union may provide additional items such as television and other items as approved by the Fire Chief.
10. Sleeping quarters will be provided and furnished by the City.
11. Off-duty personnel allowed to ride and take apparatus to parades with the Chief's permission.
12. Only light housework, emergency repairs to equipment and emergency calls on holidays and Sundays.
13. At least one EMT will be on duty per shift.

**ARTICLE XVIII**  
**GENERAL MUNICIPAL LAW SECTION 207-A PROCEDURE**

Section 1. Definitions

A. FIREFIGHTER: Any paid member of the City of Plattsburgh Fire Department who performs firefighter duties.

B. CHIEF: Chief of the Plattsburgh Fire Department or his designee.

C. 207-a: General Municipal Law Section 207-a.

D. RSSL: Retirement and Social Security Law.

E. DAYS: All references to days shall mean calendar days.

F. HE or HIM: All references to the masculine are intended to include the feminine.

Section 2. Notice

A. A firefighter who alleges to be injured in the performance of duties or taken sick as a result of the performance of duties within the meaning of 207-a shall give written notice by filing the agreed upon 207-a form within seventy-two (72) hours of:

1. an incident causing an injury or sickness which prevents the performance of duties or

2. an incident causing injury or sickness which necessitates medical or hospital care, or
3. a recurrence of either (1) or (2) above.

B. A firefighter allegedly taken sick as a result of performance of duties shall provide written notice as provided for herein within twenty (20) days from the date the firefighter knew or should have known such sickness to be a result of the performance of duty (e.g. when first notified by treating physician).

C. If the Firefighter is unable to personally give notice, another acting on his behalf may do so, pursuant to the requirements of paragraph A herein.

D. In the event of a recurrence, the firefighter shall note the date of the original injury or illness. The firefighter shall provide verifying medical reports, if available. The Chief may require medical examination as provided for herein.

E. The failure to satisfy any time limits specified herein shall render a notice untimely and may preclude an award of benefits pursuant to 207-a, provided however, the Mayor or his designee shall have the discretionary authority to excuse untimeliness upon good cause shown. Refusal to excuse untimely notice shall be subject to the provisions of Section 6 herein.

### Section 3. Status Pending Determination

For witnessed injuries that occur at emergencies and training exercises, the Chief may make an initial determination, at his discretion, dispensing with the requirement for medical examination and all other formal procedures contained herein. However, such determination shall not be construed to bind the municipality or the applicant and may be reopened without prejudice in any subsequent proceeding related to said disability. In all other instances, the firefighter shall be placed upon sick leave upon application for 207-a. If the firefighter is ultimately determined eligible for 207-a, he shall be made whole for any contractual sick leave benefits and/or any days or portions thereof for which the firefighters was not paid during the determination process.

### Section 4. Determination

A. The chief shall promptly review the 207-a form and any other pertinent documents or evidence available. The Chief shall

promptly inquire into the fact(s) surrounding the matter at issue. A firefighter may be required to submit to no more than three (3) medical examinations during the determination process. Such medical examinations shall be performed by the physician(s) of the City's choice within a one hundred sixty (160) mile radius of the City.

B. A firefighter or his representative may produce any document, sworn statement or other record relating to the alleged injury or illness or the incident alleged to have caused same.

C. The firefighter shall sign a release or waiver limited to the transmission of records pertaining to the injury or illness related to the 207-a application. There shall be no other, written or oral contact between any City agent (other than a City appointed physician) and the firefighter's treating physician. The contact between the City appointed physician and the firefighter's treating physician shall be limited to the injury or illness related to the 207-a application.

D. The Chief shall issue written notice of his determination, specifying the basis therefore within thirty (30) days of the provision of notice. Upon the request of the firefighter or his representative, a copy of any document used by the Chief in his determination shall be provided.

E. A firefighter determined eligible for 207-a shall not suffer any diminution of benefits as a result of such determination, except as specifically provided herein.

F. Any review of eligibility for the continuation of 207-a benefits may only occur after an assessment of the firefighter's medical condition by the City raises a question as to whether a disability may have ceased or the extent of disability has diminished so as to permit a light duty assignment or new facts pertaining to the disability are uncovered.

G. In the event a firefighter is adversely affected by a determination hereunder, he may pursue review of same in accordance with the procedures set forth in Section 6 herein.

#### Section 5.        Assignment to Light Duty

A. If upon examination by the City's physician(s) the firefighter is able in their opinion to perform the specified light duty as is provided for herein, the firefighter may be

assigned a light duty assignment. Any firefighter assigned to a light duty assignment shall be entitled to his regular salary and wages and all contractual benefits to which the firefighter is entitled if able to perform regular firefighter duties.

B. The Chief shall, prior to making any light duty assignment, advise the firefighter that his ability to perform light duty is being reviewed. The firefighter may submit to the Chief any document or other evidence in that regard. The City may require the firefighter to be examined by a City physician, who shall be provided with a list of the available light duty assignments.

C. Upon review of the medical assessment of the firefighter's ability to perform light duty and any other pertinent information, the Chief may make a light duty assignment consistent with the medical opinion(s) and any other information. Upon request of the firefighter or his representative, a copy of any document used by the Chief will be provided.

D. If based upon the medical opinion of his treating physician, the firefighter wishes to appeal the light duty assignment, he may do so pursuant to the procedures set forth in Section 6 herein. If it is determined pursuant to the procedures set forth in Section 6 that the firefighter is able to perform the specified type(s) of light duty, payment of the full amount of regular salary shall be discontinued immediately if the firefighter then refuses to perform the assignment.

#### Section 6. Appeal of Adverse Determinations

A. In the event of any dispute arising under the terms of this procedure, the firefighter or the City may appeal same by service of a Demand for Arbitration, pursuant to PERB's Rules of Procedure within fifteen (15) days of receipt of any adverse notice. Within fifteen (15) days after the service of the demand, the City or its representative and the firefighter or his representative shall agree upon an arbitrator selected from the three (3) person panel maintained for this purpose. The City shall designate one arbitrator, the Union will designate one arbitrator and the parties will agree as to the designation of a third arbitrator. In the event the parties cannot agree as to the third arbitrator, the parties will instruct the two seated arbitrators to designate a third. The three arbitrators named in accordance with these procedures shall be: Cynthia Darrison, Judith LaManna and Stuart Pohl. The arbitrator to hear the

dispute shall be selected by alphabetical order and shall rotate accordingly thereafter. If any subsequent questions arise after a determination has already been made pursuant to this section, it shall be referred to the same arbitrator, if possible.

B. The fees and expenses of the arbitrator shall be shared equally by the parties.

C. A determination made by any officer, agency, board or court regarding the existence of a disability or its extent or regarding an entitlement to any other statutory benefit shall be noticed by, but shall not be controlling upon the arbitrator.

D. The decision of the arbitrator shall be final and binding, except as may be provided in CPLR Article 75.

#### Section 7. Disability Retirement

A. Payment of the full amount of regular salary or wages pursuant to 207-a shall be discontinued if a firefighter is granted a retirement pursuant to RSSL Section 363, or a retirement pursuant to RSSL Section 363-c; provided, however, the firefighter shall continue to receive the difference between the amount received under such disability retirement and the amount of the firefighter's regular salary and wages, including any increases thereof and longevity, until such time as the firefighter shall reach the mandatory service retirement age, if any.

B. If an application for such retirement is not made by the firefighter, the Chief may apply therefore on the firefighter's behalf.

#### Section 8. Continuation of Contract Benefits

A. If on continuous 207-a leave for longer than three months, a firefighter shall not accrue any contractual economic benefit except wages, longevity and all applicable insurance benefits.

#### Section 9. Outside Employment

A. If as a result of an investigation, the Chief determines that a firefighter receiving benefits pursuant to 207-a has engaged in paid outside employment, the Chief shall provide written notice of such determination. The firefighter may appeal the determination pursuant to Section 6 herein. The arbitrator

shall have the authority to determine the amount of benefit to be reimbursed, if any, and direct the manner in which such reimbursement shall be made. The City, upon request, must be provided with W-2 form or tax returns or other proof other than sworn statements by the firefighter.

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2004 3.50%

FOR EMPLOYEES NOT OBLIGATED TO MAKE GROUP HEALTH INSURANCE  
CONTRIBUTIONS

<u>Year</u>	<u>Firefighter</u>	<u>Lieutenants</u>	<u>Captains</u>
0-1	N/A	N/A	N/A
1-2	N/A	N/A	N/A
2-3	N/A	N/A	N/A
3-4	N/A	N/A	N/A
4-5	N/A	N/A	N/A
5-11	N/A	N/A	N/A
11-16	42,317.18	47,784.99	51,087.00
16+	45,052.91	50,519.43	53,987.04

Each employee in the above classification shall receive above and beyond listed rates, \$500.00 per year as an overtime/shift differential premium payable in equal weekly installments.

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2004 3.0%

FOR EMPLOYEES OBLIGATED TO MAKE GROUP HEALTH INSURANCE  
CONTRIBUTIONS

<u>Year</u>	<u>Firefighter</u>	<u>Lieutenants</u>	<u>Captains</u>
0-1	25,583.90		
1-2	27,484.82		
2-3	30,587.21		
3-4	33,689.57		
4-5	36,791.94		
5-11	40,523.11	46,071.33	49,254.33
11-16	42,941.10	48,489.54	51,840.24
16+	45,717.17	51,264.28	54,783.03

Each employee in the above classification shall receive above and beyond listed rates, \$500.00 per year as an overtime/shift differential premium payable in equal weekly installments.

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2005 3.50%

FOR EMPLOYEES NOT OBLIGATED TO MAKE GROUP HEALTH INSURANCE  
CONTRIBUTIONS

<u>Year</u>	<u>Firefighter</u>	<u>Lieutenants</u>	<u>Captains</u>
0-1	N/A	N/A	N/A
1-2	N/A	N/A	N/A
2-3	N/A	N/A	N/A
3-4	N/A	N/A	N/A
4-5	N/A	N/A	N/A
5-11	N/A	N/A	N/A
11-16	43,798.28	49,457.46	52,875.05
16+	46,629.76	52,287.61	55,876.59

Each employee in the above classification shall receive above and beyond listed rates, \$500.00 per year as an overtime/shift differential premium payable in equal weekly installments.

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2005 3.0%

FOR EMPLOYEES OBLIGATED TO MAKE GROUP HEALTH INSURANCE  
CONTRIBUTIONS

<u>Year</u>	<u>Firefighter</u>	<u>Lieutenants</u>	<u>Captains</u>
0-1	26,351.42		
1-2	28,309.36		
2-3	31,504.83		
3-4	34,700.26		
4-5	37,895.70		
5-11	41,738.80	47,453.47	50,731.96
11-16	44,229.33	49,944.23	53,395.45
16+	47,088.69	52,802.21	56,426.52

Each employee in the above classification shall receive above and beyond listed rates, \$500.00 per year as an overtime/shift differential premium payable in equal weekly installments.

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2006 3.0%

FOR EMPLOYEES NOT OBLIGATED TO MAKE GROUP HEALTH INSURANCE  
CONTRIBUTIONS

<u>Year</u>	<u>Firefighter</u>	<u>Lieutenants</u>	<u>Captains</u>
0-1	N/A	N/A	N/A
1-2	N/A	N/A	N/A
2-3	N/A	N/A	N/A
3-4	N/A	N/A	N/A
4-5	N/A	N/A	N/A
5-11	N/A	N/A	N/A
11-16	45,112.29	50,941.18	54,461.30
16+	48,028.65	53,856.24	57,552.89

Each employee in the above classification shall receive above and beyond listed rates, \$500.00 per year as an overtime/shift differential premium payable in equal weekly installments.

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2006 3.0%

FOR EMPLOYEES OBLIGATED TO MAKE GROUP HEALTH INSURANCE  
CONTRIBUTIONS

<u>Year</u>	<u>Firefighter</u>	<u>Lieutenants</u>	<u>Captains</u>
0-1	27,141.96		
1-2	29,158.64		
2-3	32,449.97		
3-4	35,741.27		
4-5	39,032.57		
5-11	42,990.96	48,877.07	52,253.92
11-16	45,556.21	51,442.56	54,997.31
16+	48,501.35	54,386.28	58,119.32

Each employee in the above classification shall receive above and beyond listed rates, \$500.00 per year as an overtime/shift differential premium payable in equal weekly installments.

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2007 3.0%

FOR EMPLOYEES NOT OBLIGATED TO MAKE GROUP HEALTH INSURANCE  
CONTRIBUTIONS

<u>Year</u>	<u>Firefighter</u>	<u>Lieutenants</u>	<u>Captains</u>
0-1	N/A	N/A	N/A
1-2	N/A	N/A	N/A
2-3	N/A	N/A	N/A
3-4	N/A	N/A	N/A
4-5	N/A	N/A	N/A
5-11	N/A	N/A	N/A
11-16	46,465.66	52,469.42	56,095.14
16+	49,469.51	55,471.93	59,279.48

Each employee in the above classification shall receive above and beyond listed rates, \$500.00 per year as an overtime/shift differential premium payable in equal weekly installments.

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2007 3.0%

FOR EMPLOYEES OBLIGATED TO MAKE GROUP HEALTH INSURANCE  
CONTRIBUTIONS

<u>Year</u>	<u>Firefighter</u>	<u>Lieutenants</u>	<u>Captains</u>
0-1	27,956.22		
1-2	30,033.40		
2-3	33,423.47		
3-4	36,813.51		
4-5	40,203.55		
5-11	44,280.69	50,343.38	53,821.54
11-16	46,922.90	52,985.84	56,647.23
16+	49,956.39	56,017.87	59,862.90

Each employee in the above classification shall receive above and beyond listed rates, \$500.00 per year as an overtime/shift differential premium payable in equal weekly installments.

SCHEDULE "B"

This Schedule "B" is a complete list of employees who have accumulated more than one thousand seven hundred twenty-eight (1,728) hours of sick leave time; but, who have not yet accumulated two thousand eight hundred eighty (2,880) hours of sick leave time and shall be allowed to accumulate to that amount.

<u>Employee's Name</u>	<u>Total Number of Hours Allowed to Accumulate At 100% Compensation Upon Retirement, Death or Layoff</u>	<u>Total Number of Hours Allowed to Accumulate for Use</u>
1. James Recore	1,440 hours	2,880 hours

**DRAFT**

APPENDIX "C"

**DOMESTIC PARTNERS.**

Agreement with the Plattsburgh Permanent Firemen's Association Local 2421 provides for the extension of coverage to eligible domestic partners of City employees covered by certain health insurance programs of offered by the City. If you receive prescription drugs, dental or vision benefits from an Employee Benefit Fund, that fund may also permit you to enroll an eligible domestic partner.

To determine if your domestic partner (partner) qualifies for enrollment, carefully read these instructions and the attached information on the eligibility requirements, the affidavits you must both sign, the proof you must submit, the enrollment application, and important tax information you should know.

The affidavits and documents you are required to submit are only intended to establish the eligibility of your domestic partner for benefits available to you as a City of Plattsburgh employee. However, it is recommended that you seek advice from your attorney and financial consultant regarding any possible legal and financial implications before you take the actions required to provide this benefit to a domestic partner.

**Who can be covered as a domestic partner**

Unmarried enrollees may cover same or opposite sex partners with whom they reside and have a committed, long term relationship of mutual support, and for whom they have assumed long term financial responsibility or have mutual financial responsibility. See the Affidavit of Domestic Partnership for details. Persons who live together for economic reasons, but who have not made a commitment to an exclusive enduring domestic partnership as described in these documents, will not be considered to be domestic partners for the purpose of enrollment in City of Plattsburgh benefit programs.

**How to enroll a domestic partner**

You must do four things. First, you and your partner must complete the Affidavit of Domestic Partnership. Second you and your partner must complete the Affidavit of Financial Interdependence. Third, you must complete a Health Insurance Enrollment Application & Change form. Fourth, You must submit these documents along with two items of proof of financial interdependence and proof of residence for both partners to your Health Benefits Administrator. In addition to the above, if your partner qualifies as your dependent for federal tax purposes and you wish to avoid the additional taxes that may result from this benefit (see Income Tax Implications), you must also complete the Dependent Tax Affidavit and return it with the other documents. Applications filed without the required affidavits or proof will not be processed. Ambiguity or lack of clarity will not be interpreted in the employee's/partner's favor.

### **When coverage begins**

If you are enrolled in a City of Plattsburgh's health insurance plan, have satisfied the one year residency and financial requirement, and you have submitted all required documentation to your Health Benefits Administrator on or before or within seven days of your partner's first eligibility, the coverage for your partner begins on the date of first eligibility. If you apply more than seven days but less than 29 days after the date of first eligibility, coverage for your partner begins on the first day of the payroll period following the pay period in which you have submitted all required documentation to your Health Benefits Administrator. If you apply 29 days or more after the date of first eligibility, you will be subject to a late enrollment period and coverage for your partner will begin on the first day of the fifth payroll period following the payroll period in which you apply. Your partner's date of first eligibility is the day that is exactly one year later than the latest date on the supporting documents submitted with your application for coverage.

If you are not enrolled in a City of Plattsburgh's health insurance plan, coverage for both you and your partner may be deferred until you satisfy the new employee or late enrollment waiting period. Ask your Health Benefits Administrator if you must satisfy a waiting period.

### **When coverage ends**

Coverage for your domestic partner will end on the day on which you and/or your partner no longer meet one or more of the requirements on the two affidavits you both have signed. The terms and conditions of your coverage requires you to report this relationship termination within 14 days of its occurrence.

### **How to report that the partnership has ended**

Within 14 days of the date the partnership ends, you must complete and submit the form "Termination of Domestic Partnership". The form is available from your Health Benefits Administrator and must be submitted immediately upon termination of the partnership. Failure to file the form on a timely basis may have serious negative consequences for you and your partner. You may be liable for claims paid for your former partner for medical services rendered on and after the date the partnership ended. You may not enroll another domestic partner, or re-enroll the same domestic partner, until two years after the date the "Termination of Domestic Partnership" form is filled with the Health Benefits Administrator. Your former partner's 60-day eligibility period for applying for COBRA continuation coverage starts on the date of relationship termination, not the notification date.

### **Dental and Vision Coverage's**

If you receive these benefits from the City of Plattsburgh it will be extended to your Domestic Partners if and only if your Domestic Partner qualifies under the IRC Section 152.

## **INCOME TAX IMPLICATIONS**

**Imputed Income:** Under IRS rules, if a domestic partner is not a "dependent" within the meaning of Section 152 of the Internal Revenue Code (IRC), the "fair market value" of the partner's coverage, less any contribution by the enrollee, is treated as income for federal tax purposes. Check with your Health Benefits Administrator for an approximation of the fair market value for City of Plattsburgh administered health, dental and vision coverage's and check with the applicable benefit fund regarding the tax status of the benefits provided by them. These values, referred to as "imputed income", will be added to your annual salary for income tax purposes and will apply even if you cover other dependents in addition to your partner. If your partner qualifies as a dependent under IRC 152, there will be no imputed income. If you qualify under this section, (and only if you qualify) you must complete the Dependent Tax Affidavit and submit it with your other enrollment documents.

**Pre-tax Contribution Program Implications:** Under IRC Section 125 rules governing pretax contributions, a domestic partner is not an eligible dependent unless they qualify under Section 152. Therefore, if your partner is a covered dependent, the part of the premium you pay for the dependent portion of your health insurance coverage will be deducted on a post-tax basis. The W-2 form issued by the Office of the City Chamberlain at the end of the tax year will show only the amount of your premium for the Individual portion of your coverage on a pre-tax basis.

### **Coverage For Partner's Children**

You may provide coverage under the City administered benefit programs for your partner's child (children) if the child permanently resides in your household and you provide more than 50% of the child's support. To enroll the child, ask your Health Benefits Administrator for form "Statement of Dependence" (SOD). After you complete the form and return it to your Health Benefits Administrator, you will be advised if the child is eligible for coverage. Documentation of the statements made on the SOD may be required. Requirements for coverage of your partner's child (children) under union Employee Benefit Funds may differ from those of the City's administered programs. Consult the appropriate Employee Benefit Fund for their requirements.

**PERSONAL PRIVACY PROTECTION LAW NOTIFICATION**

This information is being requested pursuant to section 161-a of the New York State Civil Service Law for the principal purpose of determining the eligibility of your domestic partner for benefits under the City of Plattsburgh Health Insurance Program. This information will be used in accordance with section 96 (1) of the Personnel Privacy Protection Law, particularly subdivision (b), (e) and (f). Failure to provide this information may result in a denial of eligibility to participate in the City of Plattsburgh Health Insurance Program. This information will be maintained by the Director of Human Resources, 41 City Hall Place, Plattsburgh, New York 12901. For further information relating *only* to the Personal Privacy Protection Law, call (518) 457-9375.

STATE OF NEW YORK) SS.:  
COUNTY OF CLINTON)

Application for:

\_\_\_\_ City of Plattsburgh Health Insurance Program  
\_\_\_\_ City of Plattsburgh Dental/Vision Program

The undersigned, being duly sworn, depose and declare as follows:

We are both eighteen years of age or older and unmarried. If either or both of us has been married, we submit evidence of the termination of the marriage.

We are not related by blood in a manner that would bar marriage under the laws of the State of New York.

We are each other's sole domestic partner, have been so for at least one year prior to the date of this affidavit, and intend to remain so indefinitely. We are in a relationship of mutual support, caring and commitment, and have assumed responsibility for each other's welfare.

We have been living together on a continuous basis for a least one year prior to the date of this affidavit. (See reverse for proof of residency.)

One of us is enrolled in the City of Plattsburgh's Health Insurance Program.

Neither of us has been registered as a member of another domestic partnership within the last two years.

I, the enrollee, affirm that I will file a Termination of Domestic Partnership form within 14 days of the date I/my partner no longer meet one or more of the qualifying criteria set forth above.

I, the enrollee, understand that any false or misleading statement made in order to receive benefits for which I do not qualify will subject me to financial responsibility for any benefits paid on behalf of my partner and potential disciplinary action by my employer.

\_\_\_\_\_  
Print Name (Enrollee)  
  
\_\_\_\_\_  
Social Security Number/Date of Birth  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Partner)  
  
\_\_\_\_\_  
Social Security Number/Date of Birth  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

### PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

This information is being requested pursuant to section 161-a of the New York State Civil Service Law for the principal purpose of determining the eligibility of your domestic partner for benefits under the City of Plattsburgh Health Insurance Program. This information will be used in accordance with section 96 (1) of the Personnel Privacy Protection Law, particularly subdivision (b), (e) and (f). Failure to provide this information may result in a denial of eligibility to participate in the City of Plattsburgh's Health Insurance Program. This information will be maintained by the Director of Human Resources 41 City Hall Place Plattsburgh, New York 12901. For further information relating *only* to the Personal Privacy Protection Law, call (518) 457-9375.

### PROOF OF ONE YEAR RESIDENCY

To enroll your domestic partner in the City of Plattsburgh's Health Insurance Benefit programs, you must submit a copy of one item of proof that you and your partner have resided together for at least one year. The proof may be one document with both names or two separate documents that show the residence of each partner. The following is a list of some of the items that can be used to demonstrate proof of residency. You may submit a copy of another document that proves residency began at least one year ago.

Driver's license

Automobile Registration

Lease agreement

Mortgage agreement

Tax return

Bank statement

Passport

Insurance benefits statement

Pay check stub

Utility bill

Telephone Bill

Joint membership (e.g., church or family association)

Registration as a domestic partnership in the municipalities that have established such a procedure (e.g., Albany, New York City, Rochester, Ithaca)

**STATEMENT OF DEPENDENCE**

STATE OF NEW YORK    )  
                                  : SS.:  
COUNTY OF CLINTON    )

The undersigned, being duly sworn, depose and declare as follows:

My domestic partner, \_\_\_\_\_, fully qualifies as my dependent under Internal Revenue Code rule 152. I understand that if my partner's dependent status under IRC 152 changes at any time during the tax year, I will be responsible for reporting and paying tax on any resulting imputed income. (See reverse side for definitions in Internal Revenue Code rule 152.)

\_\_\_\_\_  
Print Name (Enrollee)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\* It is recommended that you seek the advice of an attorney prior to completing this affidavit

**PERSONAL PRIVACY PROTECTION LAW NOTIFICATION**

This information is being requested pursuant to section 161-a of the New York State Civil Service Law for the principal purpose of determining the eligibility of your domestic partner for benefits under the City of Plattsburgh's Health Insurance Program. This information will be used in accordance with section 96 (1) of the Personnel Privacy Protection Law, particularly subdivisions (b), (e) and (f). Failure to provide this information may result in a denial of eligibility to participate in the City of Plattsburgh's Health Insurance Program. This information will be maintained by the Director of Human Resources 41 City Hall Place Plattsburgh, New York 12901. For further information relating *only* to the Personal Privacy Protection Law, call (518) 457-9375.

The following are definitions extracted from the Internal Revenue Code that may be helpful in determining if a domestic partner qualifies as a dependent for federal purposes. It is recommended that you seek the advice of an attorney prior to completing this affidavit.

Section 152. DEPENDENT DEFINED.

- (a) GENERAL DEFINITION. For the purpose of this subtitle, the term "dependent" means any of the following individuals over half of whose support, for the calendar year in which the taxable year of the taxpayer begins, was received from the taxpayer (or is treated under subsection (c) or (e) as received from the taxpayer):
- (9) An individual (other than an individual who at any time during the taxable year was the spouse, determined without regard to section 7703, of the taxpayer) who, for the taxable year of the taxpayer, has as his principal place of abode the home of the taxpayer and is a member of the taxpayer's household.
- (b) RULES RELATING TO GENERAL DEFINITION. For purpose of this section-
- (5) An individual is not a member of the taxpayer's household if at any time during the taxable year of the taxpayer the relationship between such individual and the taxpayer is in violation of local law.

The undersigned, being duly sworn, depose and declare as follows:

We are domestic partners who reside together and are financially interdependent. We submit original documents of two of the following items (at least one of the two items must be from List A) as proof of our financial interdependence:

(Note: Original documents will be copied only to the extent necessary to document receipt and returned to you.)

LIST A

- joint obligation on a loan (including an affidavit for a personal loan
- joint ownership of our residence
- joint renter's or home owner's insurance policy
- joint responsibility for child care (e.g., school documents, guardianship)
- designated as beneficiary under the other's life insurance policy, retirement benefits accounts or will or executor of each other's will
- an affidavit by a corporate creditor or other disinterested third party qualified to testify to partners' financial interdependence
- mutually granted durable power of attorney

LIST A (continued)

- designation of one partner as the by a creditor representative payee for the other's government benefits
- joint ownership of holding of investments
- joint ownership or lease of a motor vehicle
- both listed as tenants on the lease of our shared residence
- mutually granted authority to make health care decisions (e.g., health care power of attorney)
- share a household budget for the purpose of receiving government benefits
- I claim my partner as a dependent for federal tax purposes

**LIST B**

\_\_\_ joint bank account  
  
\_\_\_ joint credit or charge card(s)

**LIST B (continued)**

\_\_\_ status as authorized signatory on the partner's bank account, credit card or charge card  
  
\_\_\_ other proof establishing economic interdependence

**NOTE: Proof submitted must show financial interdependence for at least one year.**

\_\_\_\_\_  
Print Name (Enrollee)  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Partner)  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Signature

Sworn to before me this  
\_\_\_ day of \_\_\_\_\_, 20\_\_\_

**PERSONAL PRIVACY PROTECTION LAW NOTIFICATION**

This information is being requested pursuant to section 161-a of the New York State Civil Service Law for the principal purpose of determining the eligibility of your domestic partner for benefits under the City of Plattsburgh's Health Insurance Program. This information will be used in accordance with section 96 (1) of the Personnel Protection Law, particularly subdivision (b), (e) and (f). Failure to provide this information may result in denial of eligibility to participate in the City of Plattsburgh's Health Insurance Program. This information will be maintained by the Director of Human Resources 41 City Hall Place Plattsburgh, New York, 12901. For further information relating *only* to the Personal Privacy Protection Law, call (518) 457-9375.

**TERMINATION OF DOMESTIC PARTNERSHIP**

I \_\_\_\_\_ certify that:  
Name of employee (Please Print)

1. I \_\_\_\_\_, and \_\_\_\_\_  
Name of employee (Please Print) Name of Domestic partner (Please Print)

Have terminated our domestic partnership.

2. I affirm that the effective date of termination of this domestic partnership is

\_\_\_\_\_  
Date

3. I affirm that a copy of this termination statement will be provided to my former domestic partner within seven days.

4. I understand that another Affidavit of Domestic Partnership cannot be filed until two years after this statement of termination of the previous partnership has been filed with my employing agency's Health Benefits Administrator.

5. I affirm that assertions in this notice are true to the best of my knowledge and understand that false statements may require payment by myself of claims incorrectly paid on behalf of my former partner listed above. I understand that false statements may result in disciplinary action by my employer or in other legal actions appropriate to the prosecution of insurance fraud.

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

**PERSONAL PRIVACY PROTECTION LAW NOTIFICATION**

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IN WITNESS WHEREOF, the parties hereunto have set their hands on this 5<sup>th</sup> day of December, 2005, and the said Agreement has been duly attested by the City Clerk of the City of Plattsburgh.

Attest: [Signature]  
City Clerk

THE CITY OF PLATTSBURGH:

By: [Signature]  
Daniel L. Stewart, Mayor

The recognized Employee Organization for the **PLATTSBURGH PERMANENT FIREMEN'S ASSOCIATION, LOCAL 2421** of the International Association of Fire Fighters

By:

[Signature]  
Donald J. Cosgro, President

[Signature]  
Jerry Marking, Vice-President

[Signature]  
Michael Edwards

[Signature]  
Terry Feazelle

[Signature]  
Chris Williams

[Signature]  
James St. Dennis

