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Contract Database Metadata Elements

Title: **Peekskill, City of and Peekskill Paid Firemen's Association (1999)**

Employer Name: **Peekskill, City of**

Union: **Peekskill Paid Firemen's Association**

Effective Date: **01/01/99**

Expiration Date: **12/31/03**

PERB ID Number: **6893**

Unit Size: **24**

Number of Pages: **30**

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AGREEMENT

- between -

CITY OF PEEKSKILL

- and -

**PAID FIREMEN'S ASSOCIATION
OF PEEKSKILL, NEW YORK, INC.**

January 1, 1999 - December 31, 2003

RECEIVED

APR 14 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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February 23, 2000

AGREEMENT made and entered by and between the CITY OF PEEKSKILL, a municipal corporation (hereinafter referred to as the "City"), and PAID FIREMEN'S ASSOCIATION OF PEEKSKILL, NEW YORK, INC. (hereinafter referred to as the "Union").

ARTICLE I. UNIT

This Agreement shall apply to the employees of the Peekskill Fire Department employed in the classification of Fire Fighter.

ARTICLE II. RECOGNITION AND DUES DEDUCTION

A. The Union, having heretofore presented appropriate evidence that it represents the majority of the employees in the unit, is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the City in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the Collective Bargaining Agreement herewith executed.

B. The City agrees that, upon presentation, and until cancellation, of dues deduction authorization cards, signed by the individual employees to which this Agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts so designated on the authorization cards as membership dues deductions and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the quarter for which deductions were made.

ARTICLE III. UNION RIGHTS

A. The Union shall have the right to post meeting notices and other communications concerned with the conduct and administration of local Union business on bulletin boards maintained on the premises and facilities of the employer. Such material for posting shall be submitted to the City three (3) working days before posting for review and approval. With prior notice, the membership shall be able to utilize a City-owned firehouse for official union business once a month. The Attorney for the Union and its two officially designated Association representatives, all of whose names shall be registered with the City, shall have the right of visitation upon the City's facilities for the purposes of adjusting

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grievances and administering the terms and conditions of this contract, providing, however, there shall be no interference with normal operations as a result of such visits.

B. The employee who is designated or selected as representative of the Union shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances. However, before the Union representative leaves his regular job duties, permission shall be sought from the City. Such permission shall not be unreasonably withheld. The Union representative shall also notify the Supervisor of any department which he may be officially visiting of his presence. The times for questions involving administration of this Agreement and for the negotiation of successive Agreements shall be set by mutual agreement with the City.

C. The City agrees that a total of twenty-four (24) working hours shall be allowed during a calendar year as organization leave time for attendance by a representative of the organization at meetings or conferences required by the City Manager or his/her designee.

ARTICLE IV. RECIPROCAL RIGHTS

The Union recognizes that the management of the City, the control of its properties and maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains all rights not specifically granted to the Union by Chapter 392 of the Laws of 1967 of this Agreement; provided, however, that the City acknowledges that unit members have the exclusive right to chauffeur and operate the City's fire fighting apparatus, so long as they are adequately trained and properly qualified, and that no volunteers or other entities or organizations shall be permitted to chauffeur and operate the City's fire fighting apparatus without the consent of the Union.

ARTICLE V. WAGES - LONGEVITY - OVERTIME - MUTUAL

A. Salaries

(1) Members of the unit hired prior to January 1, 2000 shall be paid the wage rates listed below, effective on the dates indicated:

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	<u>1/1/99</u>	<u>1/1/00</u>	<u>1/1/01</u>
Starting	\$27,511	\$28,061	
After 1 year	\$33,595	\$34,267	\$35,124
After 2 years	\$39,677	\$40,471	\$41,482
After 3 years	\$45,757	\$46,672	\$47,839
After 4 years	\$51,842	\$52,879	\$54,201

	<u>1/1/02</u>	<u>1/1/03</u>
Starting		
After 1 year	\$36,177	\$37,263
After 2 years	\$42,727	\$44,009
After 3 years	\$49,274	\$50,752
After 4 years	\$55,827	\$57,502

(2) Members of the unit hired on or after January 1, 2000 shall be paid the wage rates listed below, effective on the dates indicated:

	<u>1/1/00</u>	<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>
Starting	\$25,000	\$25,625	\$26,394	\$27,186
After 1 year	\$28,061	\$28,763	\$29,626	\$30,514
After 2 years	\$34,267	\$35,124	\$36,177	\$37,263
After 3 years	\$40,471	\$41,482	\$42,727	\$44,009
After 4 years	\$46,672	\$47,839	\$49,274	\$50,752
After 5 years	\$52,879	\$54,201	\$55,827	\$57,502

(3) Those unit members assigned by the City to do the scheduling shall be paid stipends in amounts determined by the City. The total expenditures for such stipends shall not exceed Two Thousand (\$2,000) Dollars.

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B. Longevity

(1) Longevity increments shall be payable according to the following schedule:

	<u>1/1/99</u>	<u>1/1/00</u>	<u>1/1/01</u>	<u>1/1/02</u>	<u>1/1/03</u>
After 8 yrs of service	\$375	\$400	\$425	\$450	\$475
After 12 yrs of service	\$675	\$700	\$725	\$750	\$775
After 16 yrs of service	\$1,000	\$1,025	\$1,050	\$1,075	\$1,100

(2) Longevity increments shall be noncumulative and shall start to be paid on the first pay period in June following the employee's first anniversary date of eligibility prorated for the remainder of the calendar. The City may continue to pay longevity during the year or it may elect to make such payments in lump sum amounts.

C. Overtime

(1) Subject to the requirements of the Fair Labor Standards Act ("FLSA"), any employee working more than an average of forty (40) hours per week as computed over a thirteen (13) week cycle shall be compensated, at the option of the City, either by payment of overtime at the straight time rate or by compensatory time off. The scheduling of compensatory time shall be made by the City.

(2) Regularly scheduled quarterly overtime shall be paid as in the past, except the City shall credit 40 hours of work without deduction when the Fire Fighter is out for vacation, sick, or holiday time. Payment shall be made within two weeks following the end of the quarter (April, July, October, December), unless otherwise required by the FLSA.

(3) Any employee who is ordered by the City to perform firefighting for a period which extends beyond his regular tour of duty shall be paid at the rate of time and one-half (1-1/2) for the time worked. Effective July 1, 1986 members of the unit called in on their day off to work overtime shall be compensated at the rate of time and one-half (1-1/2) for the time worked. Overtime shall be equally distributed according to seniority.

(4) The work period for FLSA purposes shall be twenty-four (24)

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consecutive days. Any employee working in excess of the FLSA maximum hours in a work period shall receive overtime compensation in cash or compensatory time in accordance with the FLSA for that work period.

D. Mutual

Employees shall be entitled to exchange tours 12 times during each calendar year. Additional exchanges may be granted at the discretion of the City Manager or his/her designee. Members shall be permitted to take (Mutual) leaves of absence when they have arranged for another member to work the tour or tours of duty. The member taking the (mutual) leave of absence must pay back the member working for him. There shall be no time limit for repayment, however, they may not be carried forward to another year. The members working said mutual shall assume sole responsibility that such tours are in fact paid back. There shall be no monetary compensation between members for such exchange of tours. Persons requesting a mutual of another is the charging party. No member will be permitted to work more than twenty-four (24) consecutive hours. Mutual shall not be used to alter the regular work schedule and the City shall not incur overtime liability as a result of a mutual. The City shall not be responsible for assuring that a mutual is covered. This shall be the sole responsibility of the members working the mutual. Prior notice for a mutual is required. No reasonable request shall be denied.

E. Shift Supervisor

A unit member assigned by the City to function as a Shift Supervisor shall be paid an annual stipend of ten (10%) percent of his regular salary for the period he serves in such capacity. The duties of the Shift Supervisor shall be to coordinate purchasing, code enforcement activities, scheduling, EMS and other forms of training, work rule enforcement, inventory, hydrant maintenance, and such other related duties as are assigned in the discretion of the City Manager. The Shift Supervisor shall report directly to the City's Fire Chief and the Commissioner of Public Safety.

F. Training Officer

There shall be on each shift an Assistant Supervisor, who shall be the Training Officer. Compensation shall be \$1,000.00. The Municipal Training Officer supplement shall be \$1,250.

G. Code Enforcement Officer

(1) The City shall have the right to assign employees with code

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enforcement certification to duties appropriate to that certification by seniority. The duties of those performing code enforcement activities shall include, but not be limited to, inspection of buildings as required by the City Building Inspector, and may be further defined in the Work Rules and Regulations.

(2) All employees hired after January 1, 1993, may, as a condition of employment, be required to obtain within one year of their employment, and then maintain, code enforcement certification. If the City should require code enforcement certification as a condition of employment, an applicant shall be informed of this requirement, in writing, prior to his appointment. If not informed of this requirement prior to appointment or at the City's option, code enforcement certification shall be elective.

(3) All employees hired prior to January 1, 1993 may obtain code enforcement certification on an elective basis only, with prior approval of the City.

(4) Code enforcement certification training shall be provided by the City. Certification requirements may be extended by the City due to course availability.

H. Emergency Medical Technician

(1) The City shall have the right to assign employees with E.M.T. certification to duties appropriate to that certification by seniority. The duties of those performing emergency medical technician shall include, but not be limited to, responding to emergencies in the type of vehicle and manner prescribed by the Chief, and may be further defined in the Work Rules and Regulations.

(2) All employees hired after January 1, 1993, may, as a condition of employment, be required to obtain within one year of their employment, and then maintain, E.M.T. certification. If the City should require E.M.T. certification as a condition of employment, an applicant shall be informed of this requirement in writing prior to his appointment. If not informed of this requirement prior to appointment or at the City's option, E.M.T. certification shall be elective.

(3) All employees hired prior to January 1, 1993 may obtain E.M.T. certification on an elective basis only, with prior approval of the City.

(4) E.M.T. training shall be provided by the City. Certification requirements may be extended by the City due to course availability.

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(5) Employees with E.M.T. certification who are scheduled to an E.M.T. station shall receive an annual stipend of \$1,000, half of which shall be paid in the first pay period of March and half of which shall be paid in the last pay period of November. The stipend shall be for service during a full calendar year, and service for less than a full year shall be paid on a pro rata basis. Other employees with E.M.T. certification shall be paid a stipend of \$600 on these same terms.

F. Paramedics

Employees with Paramedic and E.M.T. certification shall receive an annual stipend of \$2,000, half of which shall be payable in the first pay period of March and half of which shall be payable in the last pay period of November. The stipend shall be for service during a full calendar year, and service for less than a year shall be paid on a pro rata basis.

ARTICLE VI. UNIFORM ALLOWANCE

A. All members of the unit shall be paid the uniform allowances in the first pay period in May of the dates listed below:

Fire Fighters

Effective May, 1999	\$425
Effective May, 2000	\$475
Effective May, 2001	\$475
Effective May, 2002	\$475
Effective May, 2003	\$475

E.M.T.'s/Paramedics

Effective May, 1999	\$525
Effective May, 2000	\$575
Effective May, 2001	\$575
Effective May, 2002	\$575
Effective May, 2003	\$575

B. Members of the unit who retire prior to July 1 of any given calendar year shall receive a pro rata share of the uniform allowance; i.e., 1/12th for every month served in that calendar year. Members of the unit who retire on July 1 or after of any given calendar

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year shall receive the full amount of the uniform allowance for that year.

C. Newly hired unit members shall receive the uniform allowance in the first pay period in May unless they were hired from January 1 to April 30 of that year, in which case they shall be paid on or about their date of hire in that year only, and they shall thereafter be paid in accordance with Section A above.

ARTICLE VII. HOLIDAYS

A. Unit members shall be entitled to holiday compensation totaling ten (10) days, whether worked or not, as follows: remuneration for five (5) days based on 1/10 of their straight-time bi-weekly salary and the balance in compensatory time off. Said remuneration for the five (5) holidays shall be included in one lump sum in the first payroll period in December of each year.

B. Holiday pay for unit members who do not work a full calendar year shall be computed based upon the date the City celebrates the following holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Easter, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving, and Christmas.

C. Qualified veterans, as described in § 63 of the Public Officers Law, who are regularly scheduled to work on Memorial Day and/or Veterans Day and actually work on such day(s) shall be entitled to an additional day's pay at 1/10th of their straight time bi-weekly salary or a compensatory shift off at the discretion of the City.

ARTICLE VIII. SICK LEAVE - BEREAVEMENT LEAVE - PERSONAL LEAVE

A. Sick Leave

(1) Each employee shall have twelve (12) working days sick leave per year cumulative to two hundred (200) workdays as provided in the City of Peekskill Civil Service regulations.

(2) All other City rules and regulations pertaining to sick leave shall be applicable.

(3) Upon retirement, members of the unit shall be entitled to

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payment for 30% of their accumulated unused sick leave days above fifty (50) days computed at their rate at the time of retirement provided the following conditions are met:

(a) The employee must be retiring from employment with the City, as evidenced by submission of retirement documents to the State Retirement System.

(b) The employee must have accumulated a minimum of fifty (50) days of unused sick time.

(c) Payment shall be made on the effective date of retirement.

B. Bereavement Leave

In the event of a death in an employee's immediate family, which shall include grandparent, parent, husband, wife, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other relatives who permanently reside in the same dwelling unit, shall not be required to report for a scheduled tour of duty prior to the expiration of three work days following the date of death.

C. Personal Leave

Two (2) days personal leave shall be granted, provided, however, that there shall be no personal leave for members of the unit on the job less than one (1) year. The use of personal leave days shall require the prior approval of the City Manager or his/her designee and shall only be used for activities that cannot be conducted at any time other than during scheduled work time. Unused personal leave shall be added to accumulated sick leave at the end of the calendar year.

D. Adjustment Leave

(1) A unit member who was employed by the City as a unit member prior to July 1, 1993, and who has completed at least 19 years of service as a Fire Fighter for the City of Peekskill, shall be permitted an adjustment leave up to 20% of the unit member's final scheduled salary, which shall be earned through the assignment of overtime work during the 12 months precedent to the unit member's date of retirement, subject to the following conditions:

(a) A unit member shall be eligible for adjustment leave on

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a one-time only basis.

(b) The unit member must file written notice to the City Manager electing the provisions of this Section.

(c) The notice shall state the unit member's retirement date, which shall not be less than six months or more than 15 months subsequent to the date of the written notice, or as otherwise approved by the City Manager.

(d) The dates selected for adjustment leave shall be subject to the approval of the City Manager. The unit member may work on such dates if he elects to do so, and such time shall be treated as overtime at time and one-half and not restricted by the equal distribution provisions of ARTICLE V, Section C.

(e) No more than two adjustment leaves may be operative at any one time in any calendar year.

(f) If the unit member does not leave the City's service by the retirement date set forth in the notice provided for above, he shall pay to the City a sum to equal .77% of his then current salary for each hour of adjustment leave taken. Such payment shall be made either in cash within five days after the retirement date stated in the unit member's notice, or by withholding all salary, or other monetary compensation otherwise due to the unit member, for such period as is necessary to effectuate full payment.

E. Bonus

A bonus of \$500 shall be paid to an employee who does not use any sick leave during a calendar year; \$300 to an employee who uses only one day; and \$150 to an employee who uses only two days. The bonus shall be payable no later than the second pay period of the following calendar year. Effective January 1, 2000, the \$500 bonus shall be increased to \$800 for a calendar year in which at least twelve unit members do not use any sick leave in that calendar year.

ARTICLE IX. VACATION AND LEAVE DURATION

A. Employees shall receive two (2) weeks' vacation after one (1) year of employment, three (3) weeks of vacation after five (5) years of employment, and four (4) weeks of vacation after fifteen (15) years of employment.

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B. Vacations shall be scheduled by the City on a seniority basis within classifications. However, no employee shall be permitted to be absent for more than twelve (12) consecutive working days (including vacation days, personal leave days, holidays and mutuels but excluding sick leave and bereavement leave days) without prior written authorization of the City Manager or his designee.

C. All other City of Peekskill Civil Service regulations pertaining to vacations shall be applicable.

D. There shall be no payment for accrued unused vacation for members of the Department who leave the Department prior to having completed one (1) full year of service.

ARTICLE X. HOSPITALIZATION AND DENTAL

A. Health

(1) The City's obligation to provide health insurance on behalf of unit members in 1989 shall be to pay the actual cost of providing comparable coverage to the Empire Plan on the following terms. If the monthly rate for providing such coverage at any time during 1989 exceeds the MEBCO Health Plan's individual and/or family monthly rate as of January 1, 1989, then the obligations of the City and individual unit member shall be as follows: (a) The City shall pay the full increase to the extent that it does not exceed 10% of the January 1, 1989 MEBCO Plan monthly rate (its "threshold obligation"); (b) individual unit members shall pay the full increase to the extent that it exceeds 10% of the January 1, 1989 MEBCO Plan monthly rate; and (c) the City and individual unit members shall pay equal shares of any increase to the extent that it exceeds 13% of the January 1, 1989 MEBCO Plan monthly rate (the "overage"). If the rate increase exceeds 10%, the Association and the City shall meet and confer to determine whether the City shall: endeavor to reduce the amount of health insurance coverage through the then-existing plan to the extent necessary to reduce the premium therefor, if such a reduction is permitted by the plan (Option 1), or provide comparable health insurance coverage by some alternate, less expensive means (Option 2).

(2) The City retains its right to switch carriers to another plan providing comparable coverage to that provided by the Empire Plan, or back to the Empire Plan itself. If the rate increase exceeds 10% as described above (or 8% in 1990, 1991 and/or 1992), and the Association favors Option 2, the City agrees to give great weight to the Association's position. However, the final authority as to whether to implement Option 2

July 10, 2000

is understood and agreed to be the City's, and the decision of the City in this regard shall be final and binding and not subject to the provisions of ARTICLE XV. If the rate increase exceeds 10% as described above (or 8% in 1990, 1991 and/or 1992), and the Association favors Option 1, the City's determination not to implement Option 1 shall be subject to the provisions of ARTICLE XV, the issue shall be the fairness and reasonableness of the City's determination, and the remedy may not be to require the City to implement Option 2. If the rate increase exceeds 13% and the Association does not agree to Option 1, then the issue of

the fairness and reasonableness of the Association's determination may be raised by the City pursuant to the provisions of ARTICLE XV.

(3) The obligation of the City and individual unit members to pay for health insurance in 1990, 1991 and 1992 shall be in accordance with the foregoing terms; provided, however, that in 1990, the City's threshold obligation shall be the monthly rate as of 1/1/89, (1) plus 10% thereof (plus the City's share of the overage in 1989, if any), and (2) plus 8% of that result; and in 1991, the City's threshold obligation shall be: (1) the monthly rate as of 1/1/89 plus 10% thereof (plus the City's share of the overage in 1989 and/or 1990, if any); (2) plus 8% of that result and (3) plus 8% of that result. Thus, for Example #1, if the rate as of January 1, 1989 were \$265.00 per month for family coverage and that rate were to increase by 12% (to \$296.80) effective May 1, 1989, the City's obligation would be to pay \$291.50 per month for the remainder of 1989 unless it implemented Option 1 or 2. If, for Example #2, the rate were to increase by 15% effective May 1, 1989 (to \$304.75), then the City's obligation would be to pay \$294.15 per month ($1.10 \times \$265.00 + \2.65 , which constitutes 50% of the increase in excess of 13%) for the remainder of 1990. If the rate were to increase 10% at some point in 1990, using Example #1, the City's obligation would be to pay \$314.82 per month ($1.08 \times \291.50) for the remainder of 1990. Using Example #2, the City's obligation would be to pay \$317.68 per month ($1.08 \times \294.15) for the remainder of 1990.

(4) This formula for determining the obligation of the City and individual unit members to pay for health insurance shall be continued during the term of this Agreement; provided, however, that unit members shall not be required to contribute more than \$975 per annum for family coverage and \$500 per annum for individual coverage, if greater levels of contribution would result from use of the formula.

(5) If an employee elects health insurance coverage through an HMO unaffiliated with MEBCO, the Empire Plan, or such other comparable health insurance plan as the City has selected in accordance with the terms of Section A of this Article, the City shall pay the same percentage of the premium pursuant to the formula set forth in Section A for the HMO as it pays for the health insurance plan in which it is

July 10, 2000

participating; provided, however, that it shall not contribute to the HMO an amount in excess of that contributed to the health insurance plan in which it is participating.

(6) Members hired on or after April 25, 1983 shall not be eligible for health insurance by the City if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is comparable to the health insurance plan being provided by the City for other members of the bargaining unit.

(7) Members of the unit who withdraw from the City's plan during the life of this agreement shall receive \$1,500 if they were covered by the family plan, and \$500 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period and annually thereafter provided they have not reentered the plan. Nothing contained herein shall preclude a member from reentering the plan provided, however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may only reenter the plan if he/she is not covered by the comparable plan of a spouse. In determining comparability the amount contributed by the spouse shall be a factor.

(8) Unit members hired on or after January 1, 2000 shall pay 17% of the family or individual health insurance premium up to a maximum of \$975 per annum for family coverage and \$500 per annum for individual coverage.

(9) The City shall pay, on behalf of unit members who retire on or after January 1, 2000, the full premium for the same health insurance coverage such unit members were receiving (family or individual) at the time of retirement, so long as they remain eligible for same under the terms of the plan then in effect.

B. Dental

The City shall contribute up to a maximum of \$720 per participant towards Dental Insurance coverage for members of the unit with family coverage and \$326 per year per participant for those with individual coverage.

C. Flex Plan

Effective January 1, 1993, the City shall adopt a Flex Plan for employees' health insurance contributions and use its best efforts during 1993 to make the Flex 125 Plan applicable to the other available options; i.e., day care, optical.

June 16, 2000

ARTICLE XI. PAY PERIODS

Employees shall be paid bi-weekly on every other Thursday.

ARTICLE XII. CHANGE IN WORKING CONDITIONS

A. The City shall notify the Union at least seven (7) calendar days in advance of any change in working methods or working conditions, except where such changes are required due to an emergency over which the City has no control.

B. Work schedules shall be established by the City.

ARTICLE XIII. RETIREMENT BENEFITS

A. The City shall continue to provide for 25-year retirement, plus 1/60, pursuant to Section 384(f) of the Retirement and Social Security Law, effective April 1, 1971, and shall also provide for retirement pursuant to Sections 384-d and 384-e of said law effective no later than March 30, 2000.

B. The City shall continue to provide for the employees an allowance of unused sick leave credits under the Retirement and Social Security Law.

C. Should any Fire Fighter elect to retire during the term of this contract, the City shall adopt the provisions of Section 302(9)(d) of the Retirement and Social Security Law so as to be effective for the calculation of the employee's retirement benefits.


D. The City shall make such arrangements as are required by law to permit unit members to participate in the New York Deferred Compensation Plan.

ARTICLE XIV. EDUCATION

A. All department educational materials shall be made available to members of the unit.

B. The City shall maintain a dedicated training and education fund for Professional Fire Fighters. The amount of this fund shall be ~~\$1,750 for 1996, \$2,750 for~~

June 16, 2000

1999 - 2003 KOB # 20 

~~1997, and~~ \$3,750 for ~~1998~~: This fund shall be used for training of all current Fire Fighters but shall exclude training of probationary Fire Fighters. The fund shall be administered by the City Manager or his designee.

C. Fire Fighter Training and Physical Fitness

The City shall provide for and maintain an approved Fire Fighter training and physical fitness program. The fire fighting program shall conform with the New York State one hundred (100) hour minimum training standard. All Fire Fighters shall comply with this standard. The physical fitness program shall be approved and monitored by the Department Physician. The objective of the program shall be to keep Fire Fighters physically fit and to reduce the likelihood of injuries. All Fire Fighters shall comply with this standard.

ARTICLE XV. GRIEVANCE PROCEDURE AND ARBITRATION

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be the subject of a grievance, and shall be processed in accordance with the following procedure:

Step 1: A grievance of an employee or employees shall be presented in writing by his or their Union representative and the employee(s) concerned to the Department Head. Grievances shall be presented within fifteen (15) days of the date of their occurrence or within fifteen (15) days after the event constituting the alleged violation became knowable to the grievant or the grievance shall be deemed waived and barred and outside the scope of this procedure.

Step 2: In the event such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure within five (5) working days, then the Union may present the same to the City Manager, or his designee, for settlement.

Step 3: In the event that such grievance is not then disposed of, either party, no later than thirty (30) calendar days after presentation under Step 2, may request arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding. However, such arbitrator shall be limited to the terms and conditions of the Agreement as written and shall have no power to modify, amend, add to or subtract from the Agreement. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such matter to arbitration, then an appointment of such arbitrator shall be made by the Public Employment Relations Board under its rules and procedures. Any

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costs in such arbitration procedures shall be shared equally by the Union and the City.

ARTICLE XVI. LAST RESPECTS

Members of the unit may pay last respects to deceased members, active or retired, in accordance with procedures approved by the City Manager.

ARTICLE XVII. LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVIII. NO-STRIKE, NO-LOCKOUT PROVISION

The Union will not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employees' Fair Employment Act, nor will the City engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XIX. SECTION 207-a EMPLOYEES

A. General Provisions

(1) The following procedures are intended to better manage the administration of disability benefits for the City's paid Fire Fighters and ensure that Fire Fighters, who are entitled to such benefits, receive them.

(2) Fire Fighters receiving benefits under GML § 207-a shall refrain from any activity which is inconsistent with their disabled status. Fire Fighters receiving disability benefits will not engage in outside employment; provided, however, that Fire Fighters shall not be required to resign from employment in which they were engaged prior to receiving disability benefits and that is not inconsistent with their disabled status.

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(3) Fire Fighters receiving GML § 207-a benefits will take all reasonable steps to return to work as soon as they are able to do so. This includes compliance with all treatment prescribed by medical personnel.

(4) Fire Fighters who fail to comply with these procedures may forfeit their rights to disability benefits. Any such forfeiture is subject to review solely as provided below.

B. Definitions

(1) GML § 207-a - The provision of the General Municipal Law which provides full salary and medical expenses to a Fire Fighter who is determined by a municipality to have sustained an injury or sickness in the performance of his/her duties.

(2) City Manager - The City Manager or any individual designated by him/her.

(3) Applicant - Any Fire Fighter making application for benefits under GML § 207-a.

(4) Light Duty - Such duty as is determined by the City Manager to be performable by Fire Fighters with some degree of disability.

(5) Scheduled Overtime - Time that is part of the annual work schedule, but which is paid on a quarterly basis.

C. Benefit Eligibility

(1) During the full period of absence pursuant to GML § 207-a, the unit member will receive the following benefits:

Article V	Salary, longevity and scheduled overtime
Article X	Health insurance coverage that the unit member had (family or individual) as of the date the § 207-a leave commenced, on the same terms as it is provided to active unit members

(2) During the first six (6) months of absence pursuant to GML § 207-a, the unit member will receive the following benefit in addition to those listed in (1) above:

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Article VII Holidays

Section 2. Procedures

(1) Application for Benefits

(a) No application for disability benefits shall be considered unless a written incident report (a copy of which is annexed to this Agreement) has been filed with the City Manager or his designee within twenty-four hours of the incident which gave rise to the disability. The application for disability benefits may be made by the applicant or by some person acting on behalf of and authorized by the applicant. The failure to submit an incident report within the twenty-four hour time limit may be excused by the City Manager or his designee in appropriate cases, including instances where the alleged disability prevented the applicant from filing the report.

(b) The application for benefits will be made on a form provided by the City Manager and must be submitted to the City Manager's office within ten (10) days of the date of the incident which gave rise to the claimed disability. The application must set forth fully: (1) the time and place where such injury occurred; (2) a detailed statement of the facts and circumstances which led to the claimed disability; (3) the nature and extent of the applicant's injury including reports from all doctors or other medical personnel by whom the applicant was examined or treated; (4) the alleged incapacity suffered by the applicant; (5) the names of any witnesses to the incident which gave rise to the claimed disability.

(2) Determinations

(a) The City Manager or his designee shall have exclusive authority to determine all applications for benefits. He shall review each application and have full authority to: (1) require the applicant to submit to medical tests and examinations; (2) require sworn statements from the applicant and all witnesses; (3) require the production of all books, records and reports pertaining to the injury from the applicant or any physician or medical personnel or other individual having custody of said records.

(b) Pending the determination of an application for benefits, an applicant who is unable to report to work may use all accumulated leave credits.

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(c) A determination shall be made by the City Manager or his designee within thirty (30) days of the date of receipt of the application. If the designee makes the initial determination that the Fire Fighter is not entitled to disability benefits, the Fire Fighter may appeal that determination to the City Manager within ten (10) days of notification of the designee's determination. Upon a determination of entitlement to disability benefits, all leave credits which were deducted as a result of time missed, which are determined to have resulted from the injury, will be reccredited to the Fire Fighter.

(3) Status Reports and Medical Examinations

(a) A Fire Fighter determined to be entitled to disability benefits will advise the City Manager or his designee in writing of any change in his or her status, e.g., any improvement in physical or mental condition during the disability. Such reports must be filed any time there is a change in status but must be filed at least on a monthly basis even if there is no change in status. The report will state: (1) the status of the injury; (2) the name of any doctor or other medical personnel who examined or treated the Fire Fighter during that period; (3) the treatment prescribed; (4) the estimated length of the recovery period; (5) whether the Fire Fighter is capable of performing any work for the Department despite his/her injury.

(b) A Fire Fighter receiving GML § 207-a benefits will submit to such medical examinations as are required by the City Manager or his designee. Upon receipt of a medical report certifying that the Fire Fighter may perform full duty or light duty, the Fire Fighter will return to duty if so ordered by the City Manager or his designee. A Fire Fighter who refuses to return to work after certification of fitness for duty forfeits any right to GML § 207-a benefits and may be subject to discipline. A Fire Fighter may, however, seek review of the determination of fitness for duty as provided below.

(4) Review of Determinations

(a) A Fire Fighter who: (1) has been denied disability benefits upon proper application, or (2) is determined to no longer be entitled to such benefits, or (3) has been determined to be fit to return to full duty or light duty status, may request a hearing in writing within ten days of the receipt of the City Manager's determination. The appeal shall set forth the City Manager's determination, all relevant facts, and the reason(s) the City Manager's determination should be changed.

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(b) The hearing will be held before the City Council or a hearing officer designated by the Council in its sole discretion. The hearing officer will have full authority to require testimony under oath, order the production of documents and prepare a complete record of the proceedings. The Fire Fighter appealing the determination may be represented by counsel or a union representative. The Fire Fighter may cross examine witnesses and introduce witnesses and evidence in support of his or her position. Formal rules of evidence will not be applicable at any hearing.

If a hearing officer is designated by the Council, he or she will prepare findings and recommendations, which will be submitted to the Council for its final determination. The final determination of the Council will be made as soon as is practicable after the close of the hearing or upon receipt of the hearing officer's report.

The final determination of the Council may only be reviewed as provided for in Article 78 of the New York Civil Practice Law and Rules, and neither that determination, nor any other action taken by the City pursuant to the provisions of this Article, may be grieved pursuant to the provisions of Article XV of this Agreement.

(5) Payment for Medical Services. No bills or claims for medical services rendered pursuant to GML § 207-a shall be paid unless the following procedure is complied with:

(a) Except in the case of an emergency, a member receiving disability benefits shall give prior notification to the Police Surgeon before incurring any expense for medical services alleged to be related to the disability. In the event of an emergency, the City Manager shall be notified within 24 hours of the time the Fire Fighter received treatment.

(b) On each bill or claim for medical services the person or persons rendering such services shall certify thereon that the services rendered were required as a consequence of the disability related incident.

ARTICLE XX. LABOR MANAGEMENT COMMITTEE

There shall be established a Joint Labor-Management Committee composed of three

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representatives appointed by the City Manager and three representatives appointed by the Association, who are active working members of the Department. This Committee shall meet within 30 days of a written request for a meeting by either party. The request shall list the topic(s) of discussion. The Committee shall meet to discuss working conditions; provided, however, that it is not intended that the Committee serve as an extension of the collective bargaining process. The Committee shall not meet more than four times per year unless agreed otherwise by both parties.

ARTICLE XXI. DRUG AND ALCOHOL TESTING

A. Policy

It is the policy of the Department to detect and deter the abuse of alcohol, the use and possession of illegal drugs, and the abuse of prescription drugs. The parties recognize that the use and possession of such substances constitutes a serious threat to the health and safety of all employees and members of the public. Accordingly, the purpose of this Article is to formalize a Department policy which prohibits the use of alcohol that impairs an employee's ability to perform his/her duties, and any illegal substance and/or drug capable of impairing the ability of unit members to perform their duties.

B. Definitions

(1) The term "Drug" shall include controlled substances as defined in Section 220.00(5) of the Penal Law, State of New York and marihuana, as defined in Section 220.00(6).

(2) The term "Drug Abuse" shall include the use of a controlled substance or marihuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug as determined by the Medical Review Officer designated by the City.

(3) The term "Alcohol Abuse" shall be a test result of 0.04 or greater.

(4) Random Employee Selection Sheet: A computer generated list of randomly selected Department members identified by employee I.D. numbers.

(5) Computer Control Sheet: A computer generated list of all

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Department members contained within the random drug/alcohol test data base.

C. Procedure

(1) Department members shall be subject to random drug and alcohol testing. No more than 20% of the Department shall be subject to random testing during any calendar year.

(2) Whenever members of the Department obtain information or suspect that another member of the Department may be abusing drugs or alcohol, they shall immediately notify the City Manager.

(3) Refusal To Submit. The refusal by a member of the Department to submit to a drug or alcohol test pursuant to the provisions of this order may result in immediate suspension and in subsequent disciplinary action which may include dismissal from the Department.

(4) Testing Procedures

(a) All drug/alcohol testing collection procedures will be directly supervised by the City Manager or his/her designee, and every reasonable effort will be made to maintain employee confidentiality.

(b) Each member of the Department being tested shall present his or her shield and identification card at the test location to ensure proper identification.

(c) Each member of the Department being tested may consult with and be accompanied by a representative of his or her collective bargaining unit. The Union representative may confer with and advise the member before and after the collection process, but shall not participate in or interfere with the process in any way. The collection process shall not be delayed because the Union representative is unavailable.

(d) Prior to testing, each member shall list all medications ingested during the preceding ten days. The member may also list any supplements, vitamins, herbs, foods or other products ingested during that same period. The list will be sealed in an envelope and the employee's name and date will be written on the outside. If the test

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results are negative the envelope will remain sealed and be destroyed in the presence of the president of the bargaining unit.

(e) The integrity of the sample collection process will be maintained with due regard for the dignity and privacy of the employee. There shall be no direct observation of the giving of the urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee providing the sample.

(f) Testing shall be performed by a laboratory licensed or certified by the Department of Health and Human Services (DHHS). Two separate containers supplied by the testing lab shall be prepared by each member being tested. Each container shall have a code number and date of collection affixed. The specimen shall be divided into two samples at the time of collection and shall be sealed and initialed in the presence of the employee.

(g) The laboratory administering the test shall assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.

(h) Initial alcohol screening shall be conducted by a breath alcohol technician using an individually-sealed mouthpiece opened and attached to the evidential breath testing device ("EBT"). The employee will be asked to blow forcefully into the mouthpiece for at least six seconds, or until the EBT indicates that an adequate amount of breath has been obtained. If the employee states that he/she does not have sufficient air capacity, he/she shall be sent immediately for a medical evaluation for verification of the claim. Absence of verification shall be considered a refusal. If the result of the screening is an alcohol concentration of greater than 0.04, a confirmation test will be performed between 15 and 20 minutes after the completion of the screening test. Prior to the confirmation test, the EBT will be cleaned and a new mouthpiece will be used.

(i) Initial drug screening will be by the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marijuana. After a

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negative screening, the sample will be destroyed.

(j) Each and every positive EMIT test will be confirmed using Gas Chromatography - Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a positive report.

(k) Any member whose test results in a positive report may, within five business days of receiving notification of such result, request in writing to the City Manager that the second sample be made available for re-testing at a licensed/ certified (DHHS) laboratory from a list of such laboratories supplied by the Department. The Department will be responsible for all costs and expenses in connection with the re-testing. If the re-testing results in a negative report, the test will be deemed negative and all samples will be destroyed.

(l) Selection of members to be tested on a random basis shall be performed by a computer program which will randomly select the employee numbers of those to be tested. The random selection of a member will not result in that member's employee number being removed from such selection process.

(m) The selection will be made by a laboratory licensed or certified by the Department of Health and Human Services ("DHHS") and witnessed by a representative designated by the City Manager as well as a representative from the Union. All designated representatives will affix their signatures to the random employee selection sheet and computer control sheet.

(n) The selection process shall not be delayed due to the unavailability of the Union representatives. (Prior reasonable notice shall be given).

(o) A member selected will be ordered to report for testing. Members will not be given any advance notice of randomly scheduled tests. The president of the Union will be permitted to review the list of members selected for testing and the computer control sheet after all selected members have been tested.

(p) Members of the Department will not be recalled to duty

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for random testing on their regular scheduled days off.

(q) All random employee selection sheets and corresponding computer control sheets will be maintained in the office of the City Manager.

(r) A member of the Department will be exempt from a random drug/alcohol test if at the time of the selection for that particular test he or she is unavailable due to (i) vacation, (ii) injury, (iii) extended sickness, (iv) military leave, or (v) bereavement leave, or (vi) jury duty.

(5) Results Of Tests. Members of the Department will be notified of the results of all drug/alcohol tests and provided a copy of the corresponding test results at no cost to the member as they become available.

(6) Confidentiality. The test results and/or other records released are to be used solely by the city to carry out its obligations under the drug and alcohol testing policy, administering the contractual procedures, taking appropriate disciplinary action, or where the release is authorized or required by law. For the purpose of administering the policy, they may only be accessed by the City Manager, the Director of Personnel, the Chief of the Fire Department, and the attorneys for the City, and/or their designated medical experts, or others authorized by the attorneys for the City for the purpose of presenting evidence in disciplinary matters. If release of these records to others is authorized or required by law, the City shall provide written notification to the firefighter listing the records released and to whom the records were released.

(7) Positive Test Results. All positive test results will be reviewed and verified by a qualified Medical Review Officer designated by the City. The Medical Review Officer shall examine alternate medical explanations for a positive test result. Pursuant to this responsibility, he/she may conduct a medical interview with the individual, review the individual's medical history, or review any other relevant biomedical factors. Members of the Department who test positive for the use of drugs or alcohol, who are determined to be drug and/or alcohol abusers, or who otherwise violate Department policy regarding the use of drugs or alcohol, shall be subject to discipline, up to and including dismissal, in accordance with the Rules and Regulations of the Department and applicable provisions of law. In the discretion of the City, members of the Department who test positive for the use of drugs or alcohol, who do not have a history of drug or alcohol abuse, may be referred by the City to a drug and/or alcohol rehabilitation program.

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ARTICLE XXII. TERM OF THE AGREEMENT

This Agreement shall be effective as of January 1, 1999 and shall continue through December 31, 2003.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 26th day of July, 2000.

CITY OF PEEKSKILL

PAID FIREMEN'S ASSOCIATION
OF PEEKSKILL, NEW YORK, INC.

By: James Madaffari
CITY MANAGER

By: Kevin J Bristol
PRESIDENT

For Firefighters hired prior to January 1, 2000

	<u>01/01/99</u>	<u>01/01/00</u>	<u>01/01/01</u>	<u>01/01/02</u>	<u>01/01/03</u>
Starting	\$ 27,511	\$ 28,061			
After 1 year	\$ 33,595	\$ 34,267	\$ 35,124	\$ 36,177	\$ 37,263
After 2 year	\$ 39,677	\$ 40,471	\$ 41,482	\$ 42,727	\$ 44,009
After 3 years	\$ 45,757	\$ 46,672	\$ 47,839	\$ 49,274	\$ 50,752
After 4 years	\$ 51,842	\$ 52,879	\$ 54,201	\$ 55,827	\$ 57,502

For Firefighters hired after January 1, 2000

	<u>01/01/00</u>	<u>01/01/01</u>	<u>01/01/02</u>	<u>01/01/03</u>
Starting	\$ 25,000	\$ 25,625	\$ 26,394	\$ 27,186
After 1 year	\$ 28,061	\$ 28,763	\$ 29,626	\$ 30,514
After 2 years	\$ 34,267	\$ 35,124	\$ 36,177	\$ 37,263
After 3 years	\$ 40,471	\$ 41,482	\$ 42,727	\$ 44,009
After 4 years	\$ 46,672	\$ 47,839	\$ 49,274	\$ 50,752
After 5 years	\$ 52,879	\$ 54,201	\$ 55,827	\$ 57,502