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

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Glens Falls, City Of And Glens Falls  
Firefighters Union Unit 2230

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COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF GLENS FALLS

and the

GLENS FALLS FIREFIGHTERS UNION LOCAL 2230

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

January 1, 2000 to December 31, 2002

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## DEFINITIONS

A. "Union" means the Glens Falls Firefighters Union, Local 2230, I.A.F.F., AFL-CIO.

B. "Member", "Employee" or "Firefighter" means a person employed by the Fire Department of the City of Glens Falls as a professional, uniformed full-time firefighter, with permanent or probationary civil service status.

C. "Service" or "Length of Service" shall mean uniform service with the Fire Department of the City of Glens Falls.

D. "Board of Public Safety", hereinafter referred to as "The Board" is the organization so designated in Article VI of the Charter of the City of Glens Falls.

E. "Department" means the Glens Falls Fire Department.

F. "Employer" means the Glens Falls Fire Department, the Board of Public Safety or the City of Glens Falls.

G. "Chief" means the Fire Chief of the City of Glens Falls.

H. "Immediate Supervisor" means the immediate supervising officer of a member, i.e., Assistant Chief, Company Captain, or Company Lieutenant, as appropriate.

I. Rank of order of submitting grievances. A member claiming a grievance does so in the following rank order:

1. Firefighter to Company Captain or Lieutenant
2. Lieutenant or Company Captain to Assistant Chief
3. Assistant Chief to Fire Chief

J. "Union Officer" refers to officers or representatives of the Union.

K. "Board of Directors" means members appointed to the Board of Directors and the elected officers of the Union as defined in the Union's By-Laws.

L. "Grievance Committee" means a committee designated by the Union to review, screen, and adjust grievances presented by employees.

M. "Representative" means one or more officers or members of the Union authorized to represent its members in the adjustment of grievances or other matters affecting the employees.

## AGREEMENT

This Agreement entered into on this \_\_\_\_\_ day of December, 1999, between the City of Glens Falls, a New York municipal corporation (hereinafter referred to as the "Employer" or the "City"), and the Glens Falls Firefighters Union, Local 2230, I.A.F.F., AFL-CIO, an organization existing under the laws of the State of New York (hereinafter referred to as the "Union").

## WITNESSETH:

WHEREAS, the parties hereto desire to promote a harmonious and cooperative relationship, in accordance with the policy expressed in Article 14, New York State Civil Service Law,

NOW, THEREFORE, in consideration of the premises, it is hereby agreed between the parties hereto as follows:

### ARTICLE I

#### Recognition of the Union

Pursuant to and in accordance with all applicable provisions of the Public Employees Fair Employment Act of 1967, as amended (Article 14, New York State Civil Service Law) and other applicable law, the Employer hereby recognizes the Union as the exclusive representative for all members of the Fire Department, excluding the Fire Chief, non-uniformed employees, temporary, provisional and summer employees, for purposes of collective negotiations to determine compensation, benefits, and other terms and conditions of employment.

### ARTICLE II

#### Union Security, Agency Fee, and Dues Check-off

A. Membership in the Union shall not be a condition of employment or a preference in the continuation of employment. However, subject to the limitations and conditions provided for in Section 208(3)(b) of the Civil Service Law, and pursuant to the authority provided for in said statute, the City agrees to deduct from the wages of each employee in the bargaining unit who is not a member of the Union, an amount equivalent to the dues levied by such Union, and to transmit such sums so deducted to the Union. The Union affirms that it has adopted such procedures for refund of Agency Shop fee

deduction as required in Section 208(3)(b) of the New York State Civil Service Law. This provision for Agency Shop fee deduction shall continue in effect as long as the Union maintains such procedure.

B. The City agrees to deduct from the wages of any employee all membership dues of the Union, provided such employee executes a written authorization and submits the same to the City. Such deductions will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues. The City agrees to remit such monies to the Union.

C. The City and Union agree to the establishment of a Credit Union for uniform members of the Fire Department. A provision about a Credit Union will be added to and become a part hereof when the two parties complete negotiations as to the details about the Credit Union.

D. The Union agrees to indemnify and hold the City harmless from and against any and all demands, claims, suits or form of liability, including reasonable attorneys fees if awarded by the Court, that may arise out of, or by reason of, any action taken by the City in its compliance with the provisions of this Article.

### ARTICLE III Rights of Employer

The City, by its Board of Public Safety, reaffirms its inherent right to direct the organization of the Fire Department. Such right shall be subject to grievance, disciplinary, and arbitration procedures as herein defined.

### ARTICLE IV Compensation

A. The official salary schedules for the years 2000, 2001, and 2002 are listed in Appendix A, annexed hereto and made a part hereof. In addition, all members shall receive a one time payment of \$100.00, effective January 1, 2000.

B. Effective on January 1, 1989, all Firefighters, Lieutenants, Captains and Assistant Chief's shall continue to receive a longevity increase added to their salaries at the commencement of their 10<sup>th</sup>, 15<sup>th</sup>, and 20<sup>th</sup> years of service, commencing on the anniversary date of each firefighter's appointment to the Fire Department.

C. All firefighters on Steps 1 through 5 shall move from the minimum grade in the pay range to the maximum grade in annual step increments. The increase in step, and the commensurate increase in pay rate for each such firefighter, shall commence on the anniversary date of his appointment to the Fire Department. A temporary firefighter who is subsequently given a permanent appointment shall be credited with all time served as a temporary Firefighter for purposes of benefits under this Agreement.

D. Cost-of-Living Schedule for 1991:

Effective Date: January 1, 1991

Adjustment Period: 12-month period from October 1, 1989 to September 30, 1990

Information Source: Consumer Price Index for New York Northeastern New Jersey Standard consolidated area. (See below.)

1. January 1<sup>st</sup> of the next fiscal year following any Adjustment Period, the base annual salary and increment for a Firefighter on steps 1-5, the base annual salary for Fire Lieutenant on the fifth (5) step, the base annual salary for Fire Captain on the fifth (5) step and the base annual salary for Assistant Fire Chief on the fifth (5) step, shall be increased by one-half (1/2%) percent for each one (1%) percent raise in the cost of living above seven and one half (7.5%) percent during that Adjustment Period. The maximum cost of living increase shall be two and one-half (2.5%) percent. If the cost of living in any of the Adjustment Periods exceed twelve and one-half (12.5%) percent, the salary schedule for the next fiscal year shall be reopened for negotiations on the subject of salary increases and on no other subject.

2. COLA schedule as above for Firefighters, Step 1-5, Fire Lieutenant, Step 5, Fire Captain, Step 5 and Assistant Fire Chief, Step 5 for the year 1991.

<u>CPI</u>	<u>COLA</u>	<u>%</u>
7.5		7.0
8.5	.5%	7.5
9.5	1.0%	8.0
10.5	1.5%	8.5
11.5	2.0%	9.0
12.5	Reopener	

ARTICLE V  
Medical Insurance

A. The City will provide hospitalization and medical insurance benefits for single, two-person or family coverage or supplemental medicare. Such coverage will begin on the first day of the first month following a member's employment date as a permanent full time employee and shall end on the last calendar date of the month of the employee's termination of employment or longer, if required by law.

B. The City shall offer to members covered by this Agreement the option of participating in either of two plans, Blue Cross/Blue Shield Choice, Partners or an optional plan or plans but such coverage shall remain equal to or better than the Partners Plan, as of December 31, 1999. The cost of such coverage shall be paid in full by the City through January 31, 2000. Effective February 1, 2000 through December 31, 2000, the monthly contribution by the members shall be as follows:

	<u>Blue Choice</u>	<u>Partners</u>
Single	\$13.53	\$7.86
Two Person	\$19.92	\$23.64
Family	\$94.81	\$39.73

Effective February 1, 2001, the cost of such coverage shall be paid by the City, at the following percentages of the rates set by the plan adopted by the City, with the lowest rates in effect for the year (hereinafter the "Base Plan"):

Single	96%
Two Person	94%
Family	92.5%

All contributions by members shall be withheld from their bi-weekly pay, on a pre-tax basis, pursuant to Section 125 IRC.

C. On at least an annual basis members shall be given the option of changing from the health insurance option they have selected to the other option.

D. Upon retirement from the Department (as defined in Article VI herein or pursuant to any of the provisions of the NYS Retirement and Social Security Law relating to duty or non-duty related disabilities), the City shall provide the same options as are available under paragraph B above, for single, two persons, family coverage or supplemental medicare for employees who are eligible for benefits under a New York



State Retirement Plan. Such coverage shall begin on the first day of the first month following the termination of such coverage as an active member. The City shall offer such retiring member the option of participating in either health insurance program.

E. Members covered by this Agreement who retire during the term of this Agreement shall not be required to contribute to the cost of health insurance in the "Base Plan". Such members shall be entitled to participate in the optional plan, at the contribution rate in effect at the time of their retirement. Once the retired employee reaches the age of sixty-five (65), the City shall offer at no cost to the employee the medicare supplement to the health maintenance program to the retired employee. If the plans or the medicare supplement to the health maintenance program are not available, the employee shall be entitled to a monthly allowance towards his coverage in the same amount as provided under the "Base Plan" at the time of his retirement, not to exceed the cost of his premiums.

F. Premiums for the above-specified benefits shall be paid by the City on behalf of those retired members who are presently entitled to medical benefits in accordance with the terms of the agreements under which they retired.

G. Upon the death of a covered retiree, his surviving spouse shall be eligible to continue the City health insurance under the same conditions as the retiree.

H. Those members covered by this Agreement who have other health insurance coverage may elect to cancel their coverage through the City. Those member who elect to cancel will be reimbursed at the following rate:

Individual - \$750.00 per calendar year;  
Family - \$1,500.00 per calendar year.

The reimbursement will be paid by the City in three (3) equal payments on April 30, August 31 and December 31 of each year, following the submission of a claim form by the member so opting to the personnel office by January 31 of each year. If a member who has elected this option shall lose his other coverage, he shall immediately notify the personnel office and his coverage shall be reinstated.

I. The City shall provide the benefits of Sections 208-b and 208-c of the New York State General Municipal Law for all active employees covered by this Agreement.

J. The City shall provide Dental Insurance benefits for all members and their families equal to the plan provided to other City employees, on December 31, 1997.

## ARTICLE VI

### Retirement

The City agrees that all eligible employees shall be entitled to enroll in a New York State Retirement Plan on a non-contributory basis under Sections 375-c, 375-i, Special Plan 384 and 341-j and Special Plans 384-d and 384-e of the New York state Retirement and Social Security Law.

## ARTICLE VII

### Holidays

A. Each member of the Fire Department shall be paid for twelve (12) holidays, as hereinafter designated, per year, regardless of the number of holidays worked.

B. The rate of pay for the purpose of this provision shall be calculated at the rate of eight (8) hours per holiday.

C. The following days shall be designated as holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day

In order to qualify for holiday pay, an employee must be on active payroll status.

D. Hours actually worked by a firefighter on Christmas Day, Thanksgiving Day, Labor Day and Independence Day shall be paid at the rate of time and one-half (1½) and restricted to eight (8) hours and paid only to the firefighters who actually work on said holidays. A firefighter who works under this provision will receive four (4) hours more pay than a firefighter who does not work and is paid for the holiday.

ARTICLE VIII  
Leaves of Absence

A. Sick Leave.

1. A Firefighter will be credited with ten (10) hours of sick leave for each month of service. At the end of each year, unused sick days will be credited to total accumulation not to exceed 1,720 hours. Absence due to illness shall be charged to current leave before accumulated leave is used.

2. A medical certificate will be required after absences of two (2) consecutive scheduled working days.

3. Firefighters shall be allowed to charge up to a total of forty-eight (48) hours of sick leave in one (1) calendar year in the event of illness in their immediate family. Immediate family members are wife, children (including stepchildren), sister, brother, mother, father, mother-in-law, father-in-law.

4. Sick leave records necessary for implementing this system shall be kept by the Fire Department. The sick leave of each firefighter shall be available for his/her inspection during the hours of eight (8) o'clock in the morning and five (5) o'clock in the evening, Monday through Friday, upon three (3) days' notice in writing, Monday through Friday, to the appropriate Fire Department Authority.

5. The City and Union agree that sick leave should be used for legitimate purposes and is not to be abused.

6. An employee must be in paid status for eighty percent (80%) of any month in order to be credited with earned sick leave.

7. The Union recognizes the importance of sick leave and the obligations of the employee, as well as the advantage to him, to use it only when incapacitated for the performance of duty by sickness, injury, or other valid reasons.

8. Employees suspected of abusing sick leave privileges may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. This requirement will not be invoked without first advising the employee of his questionable sick leave record and giving him an opportunity to improve. If there is no improvement, the employee will be advised in writing that all future sick leave must be periodically reviewed with the employee, at least once in each ninety (90) day period, and a determination will be made if this requirement is to continue.

9. Any dispute about the accumulated sick leave record of any firefighter may be submitted by such firefighter to the Labor-Management Committee, the grievance procedure may be invoked.

10. No charge shall be made to the current or accumulated sick leave of any employee for time absence from duty caused by a job injury or job related sickness.

11. All accumulated sick leave in an employee's sick leave bank shall be paid for by the City when the employee is separated from service for any reason, at the rate of ten dollars (\$10.00) per eight (8) hour day, for a maximum benefit payable of eighteen hundred dollars (\$1,800.00).

**B. Vacations:**

1. Members of the Fire Department shall be entitled to vacations in accordance with the following schedule:

(a) After completion of one (1) year of service, members shall be entitled to 96 hours (4-24 hour days) of scheduled working time for vacation.

(b) After completion of four (4) years of service, members shall be entitled to 120 hours (5-24 hour days) of scheduled working time for vacation.

(c) After completion of eleven (11) years of service, members shall be entitled to 168 hours (7-24 hour days) of scheduled working time for vacation.

(d) After completion of nineteen (19) years of service, members shall be entitled to 216 hours (9-24 hour days) of scheduled working time for vacation.

2. All members shall have the privilege of selecting their vacation days from January 1 through December 31 of each year except for a ten (10) week period preceding Labor Day of each year, approximately from the end of June to the first of September, which will be used for summer vacation periods of three working days (72 hours) or four working days (96 hours) each. During these summer vacation periods, two employees from each platoon shall be on vacation at the same time. This summer vacation schedule shall rotate each year, top to bottom.

3. Officers of each platoon shall take summer vacation during the second, third, and fourth vacation periods, with one officer of the platoon on vacation in each period. These three summer vacation periods on each platoon can be rotated among the platoon officers if desired by the officers.

4. All other earned vacation days shall be selected by the members of each platoon, keeping in mind the cost of overtime will be kept at a minimum. All scheduled working days of each year of each platoon shall be used for the selection of vacation and/or compensatory days before allowing the maximum of two members of the same platoon to select the same vacation days and/or the same compensatory days.

5. In no event shall more than one (1) officer of the same platoon be scheduled off at the same time for vacation and/or compensatory days.

6. In no event shall two members of the same platoon be scheduled off for vacation and/or compensatory days on Labor Day, Thanksgiving Day, December 24 or December 25.

7. There shall be no accumulation of unused vacation time except with the approval of the Board of Public Safety, and, in that event, shall not extend beyond the next succeeding year.

8. In the event of separation from the Fire Department prior to the completion of one (1) year of service, no vacation time shall have been earned.

9. Any employee entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation shall have the right to postpone the taking of such vacation until such time as he/she is physically capable of so doing.

10. Any employee who dies before using all earned vacation time shall have the cash value of such time paid to his/her surviving spouse or next-of-kin.

11. No employee shall lose any compensatory time (kelly days) during his/her vacation periods.

12. Any recognized holiday as set forth in this Agreement falling within any vacation period shall be added to the said vacation.

13. Any member of the Fire Department whose employment is voluntarily terminated or who retires prior to January 1 following his/her anniversary date, shall receive the monetary value based on straight time pay for vacation hours earned from his/her anniversary date to the date of separation, based on the table below:

19 years if service - 18 hours earned vacation per month  
11 years of service - 14 hours earned vacation per month  
4 years of service - 10 hours earned vacation per month  
1 year of service - 8 hours earned vacation per month

14. In accordance with past practice, an employee who resigns or retires after January 1 of the year following the last calendar year of service shall be paid for all vacation time as set forth in Section B(1) above, less any time previously taken in the year of separation or retirement.

15. An employee on disability as the result of a job injury or a job related illness who has scheduled vacation days and/or compensatory days that coincide with such disability leave shall not have disability leave charged against vacation days or compensatory days. Upon his/her return to duty, all such vacation and/or compensatory time shall be available to the employee. If, for some reason, said employee cannot be given this entitled vacation and/or compensatory time before the end of the calendar year, he/she shall receive the monetary value thereof based on straight time pay.

C. Personal Leave:

1. Each member of the Department shall be granted two (2) 24 hour days, with pay for personal leave with the following restrictions: Not to be taken in more than twelve (12) blocks of four (4) hours each or any combination thereof.

2. After the overtime procedures set forth in Article X Section E have been exhausted, the Chief or his designee may deny the request for personal leave if necessary to maintain the on duty strengths set forth in Article XVIII Section A.

3. The member requesting a personal leave day must request such day from the Chief or his designee at least twenty-four (24) hours in advance.

4. Personal leave days may not be accumulated from year to year. Personal leave which is not taken prior to December 31st shall be paid in January based on the member's December 31<sup>st</sup> salary.

5. If the tours of duty shall be changed during the term of this Agreement, the Personal Leave Clause is subject to a re-opener.

D. Bereavement Leave:

1. A member of the Department shall be granted five (5) consecutive calendar days to include the days of the death and the day of the funeral for the death of the following relatives: wife, son, daughter, stepchildren, mother, father, brother, sister, stepfather, stepmother, stepbrother, stepsister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, grandfather and grandmother of the member or his wife, or any relative residing in the household.

2. A maximum of four hours time off with pay will be given to a member to attend the funeral when held in Glens Falls or immediate area of the following relatives: uncle, aunt, cousin, brother-in-law, sister-in-law, nieces and nephews.

ARTICLE IX  
Labor-Management Committee

The City and the Union agree to continue a Labor-Management Committee. The Committee may establish such other subcommittees as it may deem necessary. The purpose and scope of the activities shall be as follows:

A. Three (3) members of the Labor-Management Committee shall be appointed by the President of the Common Council and three (3) members shall be appointed by the President of the Union. The President of the Common Council shall appoint the Chairman of the Committee from the six (6) committee members. The Chairman shall convene all meetings on his own initiative or on the request of either party. The Chairman shall have a vote.

B. The Committee shall meet as necessary. Each party will present to the other party a written agenda of the subject it plans to discuss at the meeting. Agendas will be submitted at least a week in advance of each meeting. The week's notice and written agenda may be waived by the Chairman upon the mutual agreement of both parties. The time and place of the meetings should be mutually agreed upon and at the mutual convenience of both parties.

C. The joint Labor-Management Committee is concerned primarily with the proper administration of the agreement and the solution of matters of mutual concern arising during the term of and pertaining to, this Agreement.

The purpose of this joint Labor-Management Committee shall be to provide a continuing forum for the parties, to promote a climate to foster constructive interpersonnel relations, to recommend alternative solutions to employee relations problems arising from the administration of this collective agreement and to facilitate communication of other matters of mutual concern. The Committee may advance and discuss ideas for the improvement of the Department.

D. This Article is not intended to restrict in any way the normal formal and informal discussion and resolution of problems by and between Department officials, members of the Department and Labor representatives.

E. Non-monetary items are to be discussed at the first meeting and an order of priority established for their full consideration. Non-monetary items upon which mutual

agreement is reached may be made a part of this Agreement by formal amendment thereto.

ARTICLE X  
Grievance and Arbitration Procedure

A. General:

1. In the event of a dispute between the parties to this Agreement, either party shall have the right to resolve the dispute according to the provisions of this Article.
2. Grievance shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations applicable to the members of the Department and shall include all the provisions of this Agreement.
3. All reference to business days in this schedule shall mean business days, i.e., eight (8) hour days - Monday through Friday.
4. All reference to calendar days in this schedule shall mean consecutive calendar days.

B. Grievance Procedure:

The grievance procedure shall be as follows:

1. Step 1. The employee or the Union shall present the grievance in writing on the form which is attached hereto as Appendix B to the Employee's immediate supervisor not later than thirty (30) calendar days after the date on which an act or omission giving rise to the grievance occurred. The Supervisor receiving the grievance shall take the necessary steps to insure that a proper disposition of the grievance is made and shall reply to the employee or the Union in writing on forms to be provided by the City within five (5) business days following the date of submission.
2. Step 2. In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Chief or his designated representative in writing on the form which is attached hereto as Appendix B within ten (10) business days of the receipt of Step 1 decision.

A copy of such appeal shall also be sent to the person who passed upon the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance. The Chief or designee shall meet with the employee or the Union and shall issue a written



decision to the employee or the Union by the end of the tenth (10<sup>th</sup>) business day following the day on which the appeal was received.

3. Step 3.

(a) An appeal from an unsatisfactory decision at Step 2 shall be presented by the employee or the Union, in writing, on the form which is attached hereto as Appendix B, to the Mayor or his designee within ten (10) business days of the receipt of the Step 2 decision.

(b) The Mayor or his designee shall meet with the employee or the Union for a review of the grievance and shall issue a written decision by the end of the fifteenth (15<sup>th</sup>) business day following the day on which the appeal was received.

4. Step 4. – Arbitration

(a) Grievances may be appealed to arbitration by the Union by filing a demand for arbitration upon the Mayor within ten (10) business days of the receipt of the Step 3 decision. The arbitration hearing shall be held within reasonable time after selection of the arbitrator.

(b) The City and Union agree to follow the arbitration rules and regulations as set forth in the Public Employment Relations Board Rules and Regulations relative to arbitration. All arbitrators for any arbitration case will be selected in accordance with PERB rules.

C. Issues:

At least ten (10) business days prior to the arbitration hearing, the City and the Union shall meet to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

D. Arbitrator:

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.

E. Precise Issues:

The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

F. Expenses:

All fees and expenses of the arbitrator and stenographer, if requested by the arbitrator, which may be involved in the arbitration proceeding shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

G. Miscellaneous:

1. The City shall institute grievances against the Union at Step 4.
2. No transcript is required at any Step. However, either party may request that the session at Step 3 or 4 be tape recorded at its expense. If either side decides to tape a session, it must notify the other side in advance in order to provide equal opportunity to do the same.
3. The failure by the employer to meet the deadlines specified herein shall permit advancing the matter to the next step. However, such failure shall not start the time running within which the Union or the grievant must proceed to the next step. The failure by the grievant or the Union to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance.
4. The parties may mutually agree to extend any of the time limits provided by the agreement.
5. A settlement of or an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than thirty (30) calendar days prior to the date the grievance was first presented in accordance with this Article or the date the grievance occurred, provided however that this thirty-day limitation does not apply to arbitrations under Article XIX.
6. A settlement of a grievance in Step 1 through Step 3 shall not constitute precedent in other and future cases unless the parties to this Agreement agree that such settlement shall have such effect.
7. Notwithstanding any provisions herein, individual employees may present their own grievances to the employer and have them adjusted without the intervention of the Union officers, provided, however, that the employer has given the Union officers notice and an opportunity to be present at such adjustment. In no event shall any such

adjustment be contrary to or inconsistent with the terms of any agreement between the employer and the Union.

8. An employee and his representatives shall have such time off from their regular duties as may be necessary for the presentation of a grievance which requires him to leave the firehouse without loss of pay or time credits.

9. Grievances affecting a substantial number of employees may be treated as a policy grievance and entered at the third step of the grievance procedure by the Union.

ARTICLE XI  
Other Economic Provisions

A. Hours of Employment:

1. The basic work week for all members of the Department shall be forty (40) hours (24 hours on and 72 hours off). Once all vacation and compensatory days for any year have been assigned as off-duty days to fulfill the Department obligation for vacation and compensatory time, the officers and firefighters of the Department have the privilege to trade duty days, with prior approval of the two appropriate Assistant Chiefs.

2. The schedule and tours of duty of all platoons is attached hereto as Appendix C and made a part hereof, except that the Fire Prevention Officer only shall work an eight (8) hour shift, Monday through Friday.

B. Educational Differential:

In addition to the salaries provided for in Article IV herein, an educational differential will be paid annually in one lump sum during the month of January according to the following schedule to any member of the Department.

- |   |          |
|---|----------|
| 1. Who holds a Fire Science Certificate   | \$100.00 |
| 2. Who holds an Emergency Medical Technician Certificate providing:<br>He retains the EMT Certification by fulfilling training and retraining requirements and is on notice that the annual payment will cease upon the failure of a Firefighter to maintain his EMT Certification. | \$100.00 |
| 3. Who holds an Associate Degree in fire science or a related field   | \$125.00 |

4. Who holds a Bachelor Degree in fire science or a related field \$175.00

C. Call Back:

1. The City and the Union agree that the Department has the right to recall any off-duty employee for any departmental related purpose.
2. Employees will notify the Department whenever possible of any non-availability for a prolonged period.
3. In the event that more firefighters are needed than available in the platoon then on duty, the Department will call back all available off-duty employees before or at the same time as utilizing mutual aid including mutual aid on automatic alarm responses. This provision will not be effective for the purpose of scheduled drills to test automatic mutual aid alarm responses.
4. The officer in charge of any alarm may utilize mutual aid to get additional specialized equipment such as "The Jaws of Life", Little Mo, Mobile Air Supply units and personnel to operate the same.
5. The officer in charge may not use this emergency provision to call in special emergency equipment to circumvent calling back off-duty Firefighters when the situation warrants calling in off-duty Firefighters before or at the same time calling in mutual aid.
6. The City will continue to follow the present recall procedure in determining which Firefighters shall be recalled if less than the entire force is required. The recall procedure is as follows:
  - "A" Platoon shall recall, in order "C"- "D"- "B" Platoons
  - "B" Platoon shall recall, in order "D"- "A"- "C" Platoons
  - "C" Platoon shall recall, in order "A"- "B"- "D" Platoons
  - "D" Platoon shall recall, in order "B"- "C"- "A" Platoons
7. Any firefighter working in excess of twenty-four (24) hours on any one tour of duty shall be paid for all such additional time spent, computed on the basis of his regular hourly rate.
8. Any firefighters who are called back for any reason when off duty, shall receive a minimum of four (4) hours pay.

9. Only call backs used to obtain additional personnel for duty as the result of fire alarm or other emergency shall be paid at a rate of time and one-half of the employee's regular rate.

10. All other call backs shall be paid at the straight time rate.

11. The requirement of any employee of the Department to appear or give testimony, related to his employment with the Department before a Grand Jury, any recognized Court, or any recognized departmental, agency or arbitration hearing which may compel his/her attendance either by subpoena or by direction of his/her superior officer, shall be compensated as provided in Section C(10) herein.

12. Before the Union subpoenas an employee, the City and the Union at the time of the meeting specified in Article X Section C above shall mutually agree to the number of employees to be so subpoenaed.

D. Service in Higher Classification:

1. A firefighter, Lieutenant or Captain required to work at a higher rate classification for four (4) hours or more in any one (1) tour of duty shall receive the higher rated pay for that tour of duty.

2. The rate of pay for such temporary service in the higher classification will be computed as though the firefighter, Lieutenant or Captain were appointed permanently to the higher rated classification.

3. The difference in pay due a firefighter, Lieutenant or Captain for service in the higher rated classification may be accumulated during the month in which earned and paid during the month following the month in which it was earned.

4. The Department shall select members who are qualified and willing to accept such duty.

E. Overtime and Distribution of Overtime:

1. This section details the current policy of the Fire Department pertaining to overtime and the distribution of overtime and spells out the accepted practice of distributing overtime on an equitable basis. These overtime procedures shall be followed when necessary to maintain minimum on duty platoon strengths pursuant to Article XVIII Section A of this Agreement.

It is understood that:

"A" Platoon is the alternate to "C" Platoon

"B" Platoon is the alternate to "D" Platoon

"C" Platoon is the alternate to "A" Platoon

"D" Platoon is the alternate to "B" Platoon

2. Officers and firefighters of the duty platoon shall have first refusal of overtime for filling a vacancy in their own platoon starting with the needed rank first.

3. Firefighters from alternate platoons shall be asked to work overtime on a rotation basis with refusal of overtime being treated as overtime worked for the purpose of placement on the rotation list. Officers from alternate platoons in each position classification, Assistant Chief, Captain or Lieutenant, shall be given first refusal of overtime to fill a vacancy in their own position classification. If officers refuse overtime in their own position classification, then Section D of this Article would be used with overtime, if needed, given to other position classifications.

4. Deviations from rotation shall only be made in the event of an emergency, in which case the employee receiving the overtime shall be deemed to have been assigned overtime for that rotation, provided, however, that the authority granted by this section shall not be abused to avoid equitable rotation.

5. New firefighters shall be available for overtime upon the completion of three (3) months of service.

6. In the event the procedures set forth herein have been followed and there are not sufficient members to meet the platoon staffing requirements set forth in Article XVIII Section A and the vacancy is that of a firefighter, officers will be offered the opportunity to work the overtime in accordance with the procedures set forth above.

## ARTICLE XII Clothing Allowance

A. The City shall provide on an annual basis the uniform clothing requirements for each member of the Fire Department to the extent that the cost of said uniforms does not exceed SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00) effective January 1, 1990 for new members of the Fire Department and FOUR HUNDRED SEVENTY-FIVE DOLLARS (\$475.00) effective January 1, 1996 for all members of the Fire Department with more than one (1) year of Fire Service. This clothing allowance is to be used for the purchase of required clothing including a three-quarter (3/4) length reefer coat. The City agrees that members of the Fire Department may wear approved T-shirts and sweatshirts.

B. In addition, the City will provide to each member of the Fire Department the annual sum of FIFTY DOLLARS (\$50.00) to be used for the cleaning of uniforms.

C. In addition to the amounts specified in A and B above, the Fire Prevention officer will receive FIFTY DOLLARS (\$50.00) more a year as a clothing allowance under A above or a total of FIVE HUNDRED TWENTY-FIVE DOLLARS (\$525.00) effective January 1, 1993 and TWELVE DOLLARS and FIFTY CENTS (\$12.50) more a year as a cleaning allowance under B above or a total of SIXTY-TWO DOLLARS and FIFTY CENTS (\$62.50).

D. Annual cleaning and clothing allowances shall be paid in two installments in separate checks, the first one on or about January 1<sup>st</sup> and the second one on or about July 1<sup>st</sup>.

E. New members of the Fire Department appointed on or after September 1 of any year are limited to a full new man's clothing allowance in the year of appointment and one-half regular clothing allowance for the following year.

F. Clothing allowance is subject to a one-twelfth (1/12) per month reduction per year by a member who leaves City service during the term of this Agreement for all full months in a calendar year not in active City service. Any unexpected clothing allowance at the time of termination of service will be forfeited. Any clothing allowance expended in excess of the one-twelfth (1/12) reduction provision will be deducted from any monies subject to immediate reimbursement by the member.

G. In the event that the City decides to change the style of uniform worn by the firefighters, the City will supply such new uniforms at its own expense without charge back to the allowance described above.

H. The City and Union agree a uniformed member of the Fire Department shall furnish the following items from his clothing allowance:

1. Sweater - blue
2. Shirt - Long sleeve - blue
3. Shirt - Short sleeve - blue
4. Pants - winter - navy blue
5. Pants - summer - navy blue
6. Shirt - dress uniform - white
7. Belt - black
8. Tie - black
9. Shoes - plain toe - black
10. Socks - black

11. Gloves - dress uniform - white
12. Reefer coat - winter - navy blue
13. Coat - spring/fall - blue
14. Uniform - dress - navy blue
15. Cap - dress - work
16. Gloves - work and/or liners
17. Thermal underwear - set
18. Coveralls - blue
19. Sweatshirt
20. Badges - silver and/or gold
21. Suspenders
22. Collar and/or cap insignias

I. Firefighters shall be furnished with two (2) silver badges, one for blouse and cap. The first set is to be furnished by the Department with replacements bought by the firefighter from his/her clothing allowance. The style and size shall be as adopted by the Department. No two firefighters will have the same badge number while on active duty.

J. Officers of the Department shall wear white shirts, belts with gold buckles and double-breasted dress uniforms as of Department specifications. Dress caps shall be as of Department specifications. Officers' shirt and blouse badges shall be gold and shall include all collar and cap insignias. The Department shall furnish the first set for each rank of advancement of a design adopted by the Department.

K. Name tags furnished by the Department shall be according to Department specifications. Name tags are to be worn over the right hand pocket of shirts while on duty.

L. The City and Union agree to establish a standard for quality and color of the uniforms worn by firefighters in the Fire Department for dress and work. These standards should distinguish firefighters from other non-uniformed City employees. Only Department authorized insignias, etc., shall be worn on Fire Department uniforms.

M. It shall be the duty of the Labor-Management Committee to set appropriate standards as to the quality and color of clothing and accessories purchased by all firefighters of the Fire Department in accordance with the clothing allowance established for this agreement period. The Fire Chief will be requested to make recommendations as to standards, by the Labor-Management Committee, and will be consulted before standards are established. If the Labor-Management committee is unable to agree on any standard, then the grievance procedure may be invoked.



N. Should any firefighter hired during the term of this Agreement not receive a permanent appointment, he shall return all of the above items of clothing to the City.

ARTICLE XIII  
Staff Development and Training

The City and the Union agree that self-development and training of employees within the department is a matter of primary importance and will be encouraged. The continuous Department training program will be maintained, based on current needs. The City may, within budgetary limitations and workload requirements, provide employees with the opportunity for self-development and training to enable them to perform their work more effectively. Under this Agreement such opportunities are divided into three (3) categories, each having City participation as hereinafter defined.

A. Full Reimbursement Program:

1. Courses for firefighters required by the City shall be consistent with the type of work which the firefighter is assigned officially.
2. Courses may be during regular work hours.
3. Since such course work is of benefit to the firefighter as well as the City, study may be required outside of regular working hours.
4. Reimbursement for such required courses approved by the Chief shall equal the total cost of tuition, the total cost of required study materials, actual and necessary lodging, meals and travel as provide din Article XVI of this Agreement.

B. Partial Reimbursement Program:

1. The City agrees to participate in a program of partial reimbursement to firefighters engaged in career improvement study.
2. Firefighters will be required to submit career improvement study plans in writing to the Chief for approval.
3. The reimbursement will be subject to the City's budgetary limitations.
4. Firefighters will be limited to participating in accredited courses for up to six (6) credit hours or their equivalent per week.

5. All such courses must be taken on the firefighter's own time and approved in advance by the Chief or his designee.

6. All firefighters will be required to complete successfully each course to receive reimbursement. Evidence of such completion is to be submitted to the Chief, or his designee, who will approve payment.

7. In no event shall the City's reimbursement be reduced when there is an outside source of funds, except in those cases where the aid from the outside source(s) plus the normal City reimbursement exceeds the cost of tuition and study material for the approved study course.

8. Firefighter career improvement plans will be reviewed and updated as necessary at least annually.

9. A firefighter's career improvement plan shall include, but not be limited to, the following elements:

- a. Whether the study is part of a degree program.
- b. The degree, if any. The expected date of the degree.
- c. The major concentration of study.
- d. The relationship of the course of study to the firefighter's duties and responsibilities.
- e. The way the course of study will improve the employee's job performance.
- f. The amount of financial aid the firefighter will receive from any other source and the source of such aid.

C. Work Related Courses:

1. The City agrees to reimburse firefighters within the limitations set forth in this Article up to one hundred percent (100%) of the cost of tuition for courses of study which are directly connected with work or are required courses of study leading to a degree which is directly connected or has a major field of concentration which is work connected.

2. A major field of concentration would be thirty (30) credit hours, or the equivalent of Fire Science or a directly related discipline at the college level for an

associate degree and sixty (60) credit hours, or the equivalent of Fire Science or a directly related discipline at the college level for a bachelor degree.

3. All work related courses shall be approved in advance by the Chief or his designee in order for the firefighter to be eligible for reimbursement.

D. Work Related Home Study Course:

1. Voluntary home study of direct work related courses only will be reimbursed upon successful completion at the one hundred percent (100%) rate.

2. Home study shall be accomplished normally on the firefighters own time, or with advance permission from the Chief, or his designee, during regular tours of duty.

E. Non-work Related Courses:

1. The City agrees subject to budgeting limitation to reimburse firefighters within the limitations set forth in this Article up to fifty percent (50%) of the cost of tuition for accredited courses of study not work related which would improve the firefighter's efficiency on the job.

2. All such courses must be approved in advance by the Chief or his designee in order for the firefighter to be eligible for reimbursement.

3. No voluntary home study course will be approved for non-work related courses.

F. Work Related Course Disputes:

All disputes whether a care improvement course is work related, if not settled by the Chief, or his designee, will be referred to the Labor-Management Committee under this Agreement for resolution. If no resolution is reached by the Labor-Management Committee, then the grievance procedure may be invoked.

ARTICLE XIV  
Weekly Pay Period

A. The City agrees that paychecks issued to employees will be available to employees every other week no later than the Thursday following the end of the payroll period.

B. Authorized overtime compensation shall be paid to employees at the close of the next payroll period following the payroll period during which overtime was earned.

ARTICLE XV  
Employee Organization Leave

A. Employee organizational leave shall be released time with pay and without charge to leave credits. Such leave shall be provided upon application for the use of such leave which shall be made to the Department Chief or his designee.

B. The Department Chief will be furnished with a list of names of members for whom employee organizational leave shall be authorized.

C. The term "Travel Time" as used in this Agreement means time during regularly scheduled working hours spent in actual and necessary travel to attend an official employee organizational meeting or series of meetings on consecutive days, provided, however, that released time for such travel shall not exceed six (6) hours for travel each way in connection with any meeting or series of meetings.

D. Time spent by members at such employee organizational activities shall be considered time worked for overtime purposes; provided, however, that when such employee organizational meetings, preparations or travel extends beyond the normal work hour of any member, or falls on holidays or regularly scheduled time off, the time so spent shall not be considered as time worked for the purpose of computing overtime pay or for the accrual of equivalent time off.

E. The City shall provide employee organizational leave for a negotiating committee of three (3) members for the purpose of negotiating a renewal, extension or new agreement to succeed this Agreement. The City shall grant organization leave as required to one (1) member of the grievance committee to represent a member in grievance, disciplinary and arbitration meetings plus a reasonable time for preparation and investigation. The City shall be furnished with the names of members designated as representatives for these purposes.

F. Two (2) members of the Union shall be granted up to a maximum of a combined total of fourteen (14) eight (8) hour days for organizational leave plus actual and necessary travel time as defined in this Article.

G. Organizational leave of up to four (4) calendar days to attend the official organizational state convention shall be granted to two (2) Union members plus actual and necessary travel time as defined in this Article.

ARTICLE XVI  
Car Allowance

The City agrees to reimburse firefighters at the IRS rate for the use of personal vehicles in connection with prior authorized official travel. This program shall take effect on the signing of this Agreement by both parties. City vehicles will be utilized for City business whenever possible.

ARTICLE XVII  
Safety Committee

A. The City and the Union agree that the Labor-Management Committee shall function as a Safety Committee for the duration of this Agreement to assess the need for, recommend and improve any equipment that a firefighter is required to use. The Committee also will study any report of unsafe and inadequate equipment.

B. The Labor-Management Committee Chairman will convene all meetings upon reasonable notice at the request of either party or on his/her initiative.

C. The Labor-Management Committee may inspect equipment used in fighting fires or other work of the Department, and advise the Chief of any faulty equipment found. Any firefighter or the Labor-Management Committee may notify the appropriate Department official of equipment purportedly dangerous to use. If the appropriate official agrees to the dangerous conditions of the equipment, he may withdraw the equipment from use or arrange for its immediate repair. If the appropriate official decides not to act, he must notify the Chairman of the Labor-Management Committee, the Chief, and the President of the Union of his decision within twenty-four (24) hours. The Chief will notify the Chairman of the Labor-Management Committee of his decision within twenty-four (24) hours. The Labor-Management Committee may present any dispute to the Board of Public Safety. The Board of Public Safety decision is subject to the arbitration procedure in this Agreement.

ARTICLE XVIII  
Miscellaneous

A. Staffing:

1. The City agrees that it shall employ its best efforts to maintain minimum firefighting platoons of at least nine (9) members each to be constituted as follows:

One (1) Assistant Chief, one (1) Lieutenant and seven (7) full-time civil service firefighters.

2. The on duty platoon firefighting staff levels shall be maintained at a minimum of eight (8) members, to include one (1) Assistant Chief, one (1) Lieutenant, and six (6) Firefighters.

3. The parties agree that any reduction in staffing necessitated by the above agreement shall be achieved only through attrition.

4. In the event the City has exhausted the procedures set forth in Article XI Section E and cannot meet the platoon staffing strengths set forth in paragraph 2 above, the City shall notify the Union. Notification shall be deemed compliance with the provisions of paragraph 2 above.

B. Printing Agreement:

1. The City shall cause this Agreement to be reproduced and shall provide sufficient copies of this Agreement for distribution to all members of the Department.

2. The City agrees to provide each employee initially appointed on or after the date of this Agreement with a copy thereof within one (1) work week following his/her first day of work.

3. The City will provide each employee with a copy of the Rules and Regulations of the Department.

C. Reimbursement for Clothing:

1. The City agrees to continue to provide for reimbursement for clothing and equipment damaged, lost or destroyed in the course of duty, excluding normal wear and tear.

2. Prior to any reimbursement, the Chief shall certify that any such loss resulted from the performance of duty. The City, upon proof from the daily record book, within fourteen (14) days will repair or replace glasses, dentures or other prosthetic devices damaged or destroyed in the course of duty, without cost to the employee. This time period may be extended upon mutual agreement between the Chief, or his designee, and the employee or his/her representative.

D. Safety Equipment:

The City will provide firefighters with modern safety equipment and accessories including, but not limited to, safety glasses, air masks, coats, boots, helmet,

gloves, safety face shields, flashlights and batteries, and all other protective gear. The City also will provide all equipment for the use of the firefighters necessary to the safe and efficient performance of their duties.

E. Bulletin Boards:

The City agrees to provide space on one (1) bulletin board in each fire house to display Union material. No material shall be posted which is profane or obscene, or defamatory to the City or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. No organization other than the Union shall have the right to post material on City bulletin boards. The Chief, or his designee shall have the authority to order material removed from the bulletin board within the meaning of this Article. Any dispute over the material on the bulletin board will be submitted to the Labor-Management Committee for resolution and the material shall be removed from the bulletin board until the dispute is resolved.

F. Department Library:

The books and magazines of the Department Libraries, one at each station, are to be issued for use only when on duty. The Libraries are in the charge of the immediate supervisor of each station for the issue and return of library books. The books and magazines for these Libraries will be supplied by the Employer with recommendations from the Union and the Chief. A yearly sum shall be set aside for such books and magazines in order to keep the Libraries up-to-date with the most useful information in fire-fighting techniques. The following list of books and magazines should be kept up-to-date from year to year:

1. Fire Chiefs Handbook
2. Fire Attack One
3. Fire Attack Two
4. Fire Fighting Principles and Practices
5. Fire Service Hydraulics
6. Fire Engineering Magazines
7. Fire Command Magazines

G. Off-duty Action:

Since all firefighters are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by a member of the force, within the City of Glens Falls, on his time off, which would have been appropriate if taken by a firefighter on active duty if present or available, shall be considered official action, and

the firefighter shall have all of the rights and benefits concerning such action as if he were then on active duty.

ARTICLE XIX  
Disciplinary Procedure

A. General:

1. All reference to business days in this schedule shall mean business days, i.e., eight (8) hour days - Monday through Friday.

2. All references to calendar days in this schedule shall mean consecutive calendar days.

B. Employee Rights:

1. An employee shall be entitled to representation by the Union or an attorney at each step of the disciplinary procedure. The Union shall be advised by certified mail or personal service of the notice of discipline that has been served.

2. No employee shall be required to submit to an interrogation before a contemplated notice of discipline or request for resignation, or after a notice of discipline has been served upon him unless he is notified in advance in compliance with the provisions hereinafter set forth and he is afforded the opportunity of having a Union representative or an attorney present and he is apprised in writing of all rights set forth herein.

3. No employee shall be requested to sign any statement regarding his incompetency or misconduct unless a copy of the statement's supplied to him and to his representative, if any, and any statements or admissions signed by him without having been supplied as above stated may not subsequently be used against him.

4. No recording devices or stenographic or other record shall be used during an interrogation unless the employee is advised that a transcript is being made and he is thereafter supplied with a copy.

5. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty, and the burden of proof on all matters shall rest upon the employer.

6. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as



the result of the exercise of his rights under this Article. No promises of reward shall be made as an inducement to answering questions.

7. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one (1) year prior to the notice of discipline.

C. Disciplinary Procedure:

1. Section 75 of the Civil Service Law shall control the parties disciplinary procedure.

2. In the event that the employee or the Union wishes to appeal the decision of the Civil Service Hearing Officer, the employee or the Union shall have the right to elect one of the following review procedures:

(a) The employee or the Union may proceed pursuant to Sections 75 and 76 of the Civil Service Law, and waive all rights to seek review pursuant to subdivision (b) below, or:

(b) The employee or the Union may proceed to Step 4 Arbitration, Article X, Section B(4) of this Agreement. In such event, the employee or the Union waive all rights to seek review pursuant to subdivision (a) above. Either party wishing a stenographic transcript of the arbitration proceeding may provide for one at its own expense and shall provide a copy to the arbitrator and the other party.

3. This disciplinary procedure shall apply to all persons currently subject to Section 75 and 76 of the Civil Service Law.

ARTICLE XX  
Saving Clause

If any article or section of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXI  
Approval of the Legislature

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

ARTICLE XXII  
Non-Strike Union Affirmation

The Union hereby affirms the provisions of the Public Employees Fair Employment Act in that it shall not engage in a strike, nor cause, instigate, encourage or condone a strike, and agrees that anyone who aids, abets, encourages or otherwise assists in a strike is in violation of this contract. The Union agrees to exert its best efforts to prevent and terminate any strike.

ARTICLE XXIII  
Duration and Agreement

A. This Agreement shall remain in force and effect, commencing on the 1<sup>st</sup> day of January, 2000; and terminating on the 31<sup>st</sup> day of December, 2002.

B. On or after May 1, 2002, either party to this Agreement may open negotiations for a new contract by written request presented either to the Mayor of the City of Glens Falls, or the President of the Union.

C. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

D. Insofar as any provisions of this Agreement shall conflict with any Charter provision, ordinance or resolution of the City, this Agreement shall be controlling.

ARTICLE XXIV

Signatures

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

CITY OF GLENS FALLS

BY \_\_\_\_\_  
Robert Regan, Mayor

GLENS FALLS FIRE FIGHTERS  
UNION, LOCAL 2230, I.A.F.F.,  
AFL-CIO

BY \_\_\_\_\_  
Timothy E. Murphy, President

STATE OF NEW YORK  
COUNTY OF WARREN SS.:

On this \_\_\_ day of \_\_\_\_\_, 1999, before me personally came ROBERT REGAN, to me personally known, who being sworn, did depose and say: That he resides in Glens Falls, New York; that he is the Mayor of the City of Glens Falls, the corporation described in and which executed the above instrument; that he executed the same pursuant to authorization of the Common Council of the City of Glens Falls; that he knows the seal of said corporation and that he signed his name thereto by order of the Common Council.

---

Notary Public

STATE OF NEW YORK  
COUNTY OF WARREN SS.:

On this \_\_\_ day of \_\_\_\_\_, 1999, before me personally came TIMOTHY E. MURPHY, who, being by me duly sworn, did depose and say: That he is the President of the Glens Falls Firefighters Union, Local 2230, I.A.F.F., AFL-CIO, the corporation named in and which executed the foregoing instrument; that he knows the seal of said corporation and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

---

Notary Public

**APPENDIX A**

**Firefighter**

Years	2000	2001	2002
1	\$28,896.74	\$29,763.64	\$30,656.55
2	\$31,233.12	\$32,170.12	\$33,135.22
3	\$31,954.02	\$32,912.64	\$33,900.02
4	\$33,334.14	\$34,334.17	\$35,364.19
5	\$34,870.78	\$35,916.90 <sup>5 1/2</sup>	\$36,994.41
10	\$35,443.16	\$36,506.46	\$37,601.65
15	\$36,015.54	\$37,096.01	\$38,208.89
20	\$36,586.78	\$37,684.38	\$38,814.91

**Lieutenant/Captain**

Years	2000	2001	2002
5	\$37,322.54	\$38,442.22	\$39,595.48
10	\$37,897.21	\$39,034.13	\$40,205.15
15	\$38,469.59	\$39,623.68	\$40,812.39
20	\$39,041.97	\$40,213.23	\$41,419.62

**Assistant Chief**

Years	2000	2001	2002
5	\$39,421.27	\$40,603.91	\$41,822.03
10	\$39,992.52	\$41,192.29	\$42,428.06
15	\$40,564.90	\$41,781.85	\$43,035.30
20	\$41,138.43	\$42,372.58	\$43,643.76

**Firefighters Hired After January 1, 1993**

Years	2000	2001	2002
1	\$21,816.79	\$22,471.30 <sup>3 1/4</sup>	\$23,145.44
2	\$23,330.59	\$24,030.51 <sup>3 1/4</sup>	\$24,751.42
3	\$24,844.37	\$25,589.71	\$26,357.40
4	\$26,358.16	\$27,148.90	\$27,963.37
5	\$27,871.94	\$28,708.10	\$29,569.35
6	\$29,386.87	\$30,268.48	\$31,176.53
7	\$30,900.65	\$31,827.67	\$32,782.50
8	\$32,414.44	\$33,386.87	\$34,388.48
9	\$33,928.22	\$34,946.07	\$35,994.45
10	\$35,443.16	\$36,506.46	\$37,601.65
15	\$36,015.54	\$37,096.01	\$38,208.89
20	\$36,586.78	\$37,684.38	\$38,814.91

APPENDIX B

GRIEVANCE FORM

GLENS FALLS FIREFIGHTERS UNION LOCAL 2230

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

TO:

FROM:

DATE:

SUBJECT:

DATE RECEIVED:

DATE ANSWER GIVEN:

(Answer must be in writing on reverse side of this form)

DISPOSITION:

APPROVED:

Yes       No.

delegate.