**Contract Database Metadata Elements**

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Union: **Poughkeepsie Professional Firefighters Association, International Association of Fire Fighters (IAFF), AFL-CIO**

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CITY OF POUGHKEEPSIE

With

POUGHKEEPSIE
PROFESSIONAL FIRE
FIGHTERS LOCAL 596

INTERNATIONAL
ASSOCIATION OF FIRE
FIGHTERS A.F.L. – C.I. O.

1/1/10 - 12/31/11
2010-2011
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THIS AGREEMENT is made effective January 1, 2011, by and between the CITY OF POUGHKEEPSIE, NEW YORK, hereinafter referred to as the “CITY”, and the employees of its FIRE DEPARTMENT, as represented by Poughkeepsie Professional Firefighters Association Local 596, International Association of Fire Fighters, A.F.L. – C.I.O., hereinafter referred to as the “FIRE FIGHTERS”.

ARTICLE I. PURPOSE

It is the intent and purpose of the parties hereto in entering into this Agreement to maintain the existing harmonious relationship between the CITY and its FIRE FIGHTERS, to increase general efficiency in the City of Poughkeepsie Fire Department, to secure the orderly and uninterrupted functioning of government, and to promote and protect the general welfare of the citizenry.

ARTICLE II. DURATION

This agreement shall be effective as of January 1, 2011 and shall continue to be in full force and effect until December 31, 2011, and all provisions enumerated herein are to be effective as of January 1, 2011, unless otherwise specified herein.

ARTICLE III. RECOGNITION

The CITY has recognized Local 596, International Association of Fire Fighters, Poughkeepsie Professional Fire Fighters’ Association, as the sole and exclusive bargaining agent for all employees and all who may become employees of the fire department, including all ranks of the department’s fire fighting force and mechanics except the fire chief, deputy chiefs, and clerical employees. This recognition includes all the rights and privileges of representing the members of the unit for the purpose of collective bargaining as to rates of pay, wages, hours of work, conditions of employment and the settlement of grievances in respect to the interpretation and application of this Contract. This recognition clause is without prejudice to any pending or future determinations by PERB or the judiciary as to the appropriateness of the unit or the exclusion of any category of employees therefrom.

ARTICLE IV. NO STRIKE PROVISION

Pursuant to Section 207(3) of the Civil Service Law, the Poughkeepsie Firefighters’ Association hereby affirms that it does not assert the rights to strike against any government, to assist or to participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE V. DUES CHECKOFF AND PAY DAYS
Section 1. The CITY agrees to bi-weekly deductions of the Association dues of any employee represented by the FIRE FIGHTERS through payroll deduction as scheduled by the CITY upon the order in writing signed by such employee. The CITY further agrees to pay over the said dues to the Treasurer of the Poughkeepsie Professional Fire Fighters’ Association together with a record of the names of employees from whose wages deductions have been made and the amounts of such deductions.

Section 2. If the amount of bi-weekly dues is hereafter changed, deduction of the new amount shall begin in the month following the month in which the Commissioner of Finance received official notice from the Fire Fighters’ Association of the new amount.

Section 3. Deductions for an individual employee shall begin in the month during which the employee’s signed deduction authorization card was received by the Commissioner of Finance.

Section 4. Cancellation by employees of such written authorization for payroll deductions must be in writing and submitted during the period permitted by the terms of this Agreement. The CITY agrees to notify the Fire Fighters’ Association of the receipt of any such written cancellations.

Section 5. The CITY agrees that an “Agency Shop” fee equal to the amount of dues paid by the members of the Fire Fighters’ Association shall be deducted from those individuals choosing not to become members. This amount shall be forwarded to the Fire Fighters’ Association.

Section 6. The CITY shall pay the FIRE FIGHTERS on a bi-weekly pay period basis providing for payday once every two weeks.

ARTICLE VI. RELEASE TIME

Section 1. The CITY agrees to allow the Fire Fighters’ Association a cumulative total of twenty (20) working days per calendar year during which the duly designated members of the Fire Fighters’ Association may attend, with pay, conventions, meetings and other such Union functions that may arise. Any union member identified as a member of the negotiating team is afforded unlimited time off strictly for the purposes of contract talks with the City. There shall be no loss of pay or benefits to those members of the Fire Fighters’ Association who may request such “release time”, and also that such leave when granted will not diminish or impair any other leave granted at the same time to other members of the Fire Department.

Section 2. The officers of the Fire Fighters’ Association may have a reasonable amount of time while in on-duty status to seek enforcement under the Contract for alleged violations thereof, including but not limited to, improper labor practice, contractual language problems, etc. Such time shall be subject to the requirements of the workload of the Department and shall be subject to the approval of the Fire Chief or his designee.
ARTICLE VII. RECIPROCAL RIGHTS

The CITY retains all of the authority, rights and responsibilities possessed by it according to law. The FIRE FIGHTERS retain all of the rights and privileges granted to it according to law.

ARTICLE VIII. HOURS OF DUTY

Section 1. The hours of duty for the members of the FIRE FIGHTERS assigned to rotating shift shall be:

- One consecutive twenty-four (24) hour shift (7 am – 7 am), which consists of two twelve (12) hour days.
- Three consecutive twenty-four (24) hour shifts off-duty.

This 4 day rotation schedule shall be repeated continuously. All leave time shall be used in days (twelve (12) hours), with the exception of compensatory time.

Section 2. FIRE FIGHTERS subject to this rotation schedule shall be paid for 84 hours every 14 day pay period, regardless of the actual number of hours on duty pursuant to this rotation during the 14 day pay period. These 84 hours paid each pay period shall represent 80 hours of base salary and 4 hours of overtime (paid at straight time rate.) FIRE FIGHTERS may elect to take the four hours of overtime in the form of compensatory time which compensatory time will be subject to availability. If a FIRE FIGHTER elects to take compensatory time as opposed to being paid straight time the FIRE FIGHTER must notify CITY of such election prior to June 1 of each calendar year. Such election shall be effective January 1 following the date of such election and shall be for twelve months there from. These 4 hours of overtime paid each payroll period represent payment for what had in years past been referred to as adjustment days.

These 4 hours shall be paid only for the first nine months that a FIRE FIGHTER is on leave. Thereafter that member shall be paid only for 80 hours each pay period.

Section 3. For purposes of this Agreement, the mean number of hours between the two shifts, namely twelve (12) hours, shall constitute a day. Provided, however, that for the purpose of calculating payment for all types of accumulated leave days for Department members upon retirement or leaving CITY employment for any reason (other than leaving in a situation in which employee is not entitled to payment for accumulated leave), eight (8) hours shall constitute a day. This 8 hour day provision shall not apply to those members who have twenty (20) years or more of service with the CITY on January 1, 1986 and who also choose not to enroll in the twenty year retirement plan.

Section 4. The hours of duty of members of the FIRE FIGHTERS assigned by the chief to a day schedule shall be Monday to Friday 8 AM to 4 PM. However, when mutually agreed upon between the individual holding a position described herein and the
Fire Chief, the day hours may be adjusted to any consecutive eight hour block between Monday and Friday, 7:00 A.M. to 7:00 P.M.

Upon consultation with the chief, individuals may request assignment to a four day work week in lieu of the five day Monday through Friday schedule. Documentation must be provided by the individual that there is adequate coverage to perform the functions of the positions without overtime, and that there are documented duties and obligations which will continue to be performed without additional overtime as a result of this scheduled option. If agreed upon by both parties, the hours of duty will be ten four hour days, with ten consecutive hours scheduled between 7:00 AM and 7:00 PM. The chief shall retain the right to rescind the four day work week schedule if the above conditions are not met.

Day personnel shall be paid the same as firefighters subject to the rotating schedule as identified in section 2 of this article. Day personnel will provide four hours additional work time over and above the five or four day work week for each two week payroll period. The hours of work for each payroll period will average 84 hours.

Fire Fighters or Officers subject to this schedule shall be eligible for overtime assignments consistent with the other terms of the Agreement. All assignments to day shift scheduling under this section are by voluntary mutual agreement only, except as modified by this section. In the event no Fire Fighter agrees to accept assignment to days, newly hired Fire Fighters may be assigned to day scheduling prior to being assigned to rotating shift.

Section 5. When FIRE FIGHTERS remains on duty beyond the time established for the normal termination of their shift, as the result of a call for service, he/she shall be compensated for one (1) hour at a rate of time and one-half, notwithstanding the time actually expended on-duty beyond the termination of the shift. After one (1) hour, the emergency call back provision takes effect.

Section 6. When FIRE FIGHTERS are at an alarm or other emergency for four (4) hours or more, consecutively, the officer in charge shall order food and beverage for each member so in attendance and shall supply the same at no cost to the members.

Section 7.

If a FIRE FIGHTER starts work within one hour of the start of his/her scheduled shift due to an emergency call back, that FIRE FIGHTER shall only be compensated for one hour at a rate of time and one-half.

ARTICLE IX. RENUMERATION

Section 1.
(a) During the term of this Agreement, the members of the Poughkeepsie Fire Department represented by the FIRE FIGHTERS shall receive the salaries set forth on Salary Schedule attached as Schedule “A”.

(b) “Step Increases” shall be effective January 01 of each year. Those hired before July 1st shall have been deemed to have completed one full year as of the following January. Those hired on or after July 1st shall not be eligible for step increases until the January after their one-year anniversary date.

(c) Top step FIRE FIGHTER will be after 5 years and steps shall be reallocated evenly as of the date of this Contract.

(d) Officers Differential is 12.5%. If Officer has any E.M.S certification, differential is based on that salary.

(e) Career incentive for entire bargaining unit to be the rate listed for the Fire Officers per Salary Schedule attached.

Section 2.

(a) The Career Incentives during the term of this Agreement shall be as set forth on Salary Schedule attached.

(b) Career Incentive payments shall be made in one installment in the second pay period of April of each year; provide however, that the full payment shall be earned and deemed to have accrued the first day of each year and the amount shall not change during the year even if a member of the bargaining unit is promoted during the calendar year. In such circumstances, the longevity payable to the members will change in the next calendar year. The Career Incentive payment shall not be included in overtime calculation until a FIRE FIGHTER has accumulated more than 212 hours in a 28-day payroll cycle. For calculation purposes, this shall commence with the first payroll period following January 1.

(c) Career incentive payments shall continue until the date of retirement.

Section 3.

(a) Any member of the bargaining unit who is assigned to perform the function of a higher paid classification than that of his permanent Civil Service classification, whether temporary in character or otherwise, shall receive the pay rate applicable for such higher classification during the period of such assignment. Members performing out of title work will also receive and/or accrue all benefits and other compensation at the level of the out of title work being performed. Benefits and/or other compensation earned or accrued at in title levels but taken during a period when a member is performing out of title work are to be taken at the level earned or accrued and not at the higher out of title level.
Section 4. In recognition of the importance of physical conditioning to the efficient and safe undertaking of the duties of a fire fighter, the CITY agrees to pay to the Fire Fighters' Association the sum of up to $2,500 per year to implement and/or continue a bona fide program of physical conditioning for members; provided, however, that such sum shall be paid only on a matching sum basis to match sums up to the $2,500.00 limit actually expended by the Fire Fighters' Association for such a bona fide program.

Section 5. Computation of hourly wage shall include salary, career incentive and CFR stipend. The computation of overtime rates shall be predicated upon a standard work year of two thousand, eighty (2,080) hours.

Section 6.

(a) The CITY and FIRE FIGHTERS recognize the importance of training. FIRE FIGHTERS hired on or after November 1, 1985 must complete 240 hours of Department approved training before they receive any pay increase including moving up a step on the salary scale; provided, however, that the prohibition for pay increase shall not be applicable if the required training has not been made available by CITY.

(b) Off duty non-mandatory training will be compensated with compensatory time on an hour for hour basis when such training is approved in advance by the Chief or his/her designee. A maximum pool of 1,200 compensatory hours will be allowed annually and no more than fifty (50) hours per FIRE FIGHTER. Mandatory training for EMS related certification will not count toward FIRE FIGHTER'S accumulated hours.

(c) Training for Fire Department mandated courses, such as, but not limited to, EMT (for those hired after 7/1/01) or Code Enforcement (for those hired after 1/1/95) or Arson Investigation (for those promoted to Lieutenant) will be paid on an hour for hour basis, with travel expense, if appropriate. If course or training requires an overnight stay, a meal allotment subject to receipts will be paid unless included in registration fee, up to the following:

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<tr>
<th>Meal</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Breakfast</td>
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<tr>
<td>Lunch</td>
<td>$12.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>$18.00</td>
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As per article XXIII, Section 1, the Chief shall have the right to change the shift of a FIRE FIGHTER upon reasonable notice to members of the Collective Bargaining Unit so as to accommodate training.

(d) Mileage reimbursement shall be at the IRS rate paid at the time of travel.

Section 7.
(a) Firefighters holding the designation of CFR or higher shall receive an additional $1,000 that will be added to the salary schedule of each step, reflected in the attached Salary Schedule. All FIRE FIGHTERS hired on July 1, 2001 and forward that have CFR or higher certification will be placed on this scale. A FIRE FIGHTER hired on July 1, 2001 and forward that does not have CFR or greater certification has one year to acquire such certification. Upon certification he/she will be placed on the Firefighter/CFR scale, and will be required to maintain CFR certification as a condition of employment. Re-certification of those hired after July 1, 2001 will be covered under the “mandated” training clause of Article IX, Section 6. A FIRE FIGHTER hired prior to July 1, 2001 who has achieved CFR or greater certification may voluntarily request to be placed on the Firefighter/CFR salary scale. Those who voluntarily request to be moved to the CFR salary scale may do so only once. He/she shall not incur the obligation of maintaining this certification, and will be allowed one time only to be removed from the CFR salary scale. Re-certification for those who voluntarily elect this option will be covered under the “non-mandatory” training clause of Article IX, Section 6.

Section 8.

(a) FIRE FIGHTERS shall be eligible to participate in the New York State Deferred Compensation Plan. The New York State Deferred Compensation Plan is subject to the provisions of Section 457 of the Internal Revenue Code. The plan is a voluntary retirement savings program. Participation in the plan is subject to the terms and conditions of the plan, as the same may change from time to time.

(b) The CITY shall not be obligated to contribute to the plan on behalf of any employees for any reason. The CITY shall not be obligated to provide its own alternative IRC Section 457 Plan in the event that the New York State Deferred Compensation Plan is discontinued or becomes unavailable to CITY employees.

Section 9.

(a) Upon hiring, an employee that needs to attend the fire academy will be paid at “Academy” pay as set for on Schedule “A” for a period of sixteen weeks from the date of hire. After sixteen weeks the employee shall be paid at the “Hire” rate as set forth on Schedule “A”.

(b) In the event the Fire Fighter leaves the CITY employ, for any reason other than a CITY lay off, within one (1) year of graduation from the fire Academy, the FIRE FIGHTER shall reimburse the CITY for all out of pocket expenses incurred for the FIRE FIGHTER’S participation in the fire academy including but not limited to Academy tuition, books, CPAT fee, NFPA certification fee, respiratory physical, fire fighter physical, random drug test and clothing allowance.
(c) Once a vacancy exists and approvals to fill such vacancy have been secured, a position will not be taken from the department due to lack of available schooling.

Section 10- Wash-up Pay

(a) Fire Fighters assigned to rotation schedule shall be entitled to an annual stipend of $600 payable in the employee’s overtime calculation over twenty-six pay periods. This stipend represents compensation for wash-up at the end of a shift and missed meals.

ARTICLE X. OVERTIME

Section 1.

(a) Subject to the provisions of subdivision (b) hereof, all members of the FIRE FIGHTERS shall be paid at their regular hourly rate determined by their respective pay scales as set forth in the salary schedule contained herein, for the time actually worked in addition to their regular hours of duty as set forth in Article VIII hereof.

(b) Effective January 1, 2010 and thereafter, notwithstanding subdivision (a) hereof, all members of the Firefighters shall be paid at the rate of 1.5 times their regular hourly rate for all hours actually worked in excess of their regular schedule according to the following limitations:

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<thead>
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<th>Two Week Regular Schedule per Article VIII</th>
<th>Overtime at 1.5 Paid At</th>
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<tr>
<td>72 hrs</td>
<td>84 hrs.</td>
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<tr>
<td>96 hrs</td>
<td>108 hrs.</td>
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(c) Any leave time taken shall not constitute time worked.

Section 2. There will be a minimum of four (4) hours of paid overtime on all emergency duty. Compensation for said emergency duty overtime shall be paid at the rate of one and one half (1 1/2) times the normal rate of pay. Emergency duty includes call back to replace FIRE FIGHTER who has left a tour of duty, after reporting for such tour, because of illness or injury.

The CITY reserves the right to increase the manning level of any shift or apparatus. If additional personnel are added prior to the start of a shift, it does not constitute emergency call back. Any situation that requires FIRE FIGHTERS to be added once a shift starts shall be considered emergency call back. Any emergency which was extended beyond the first call back will also be emergency call back.

Section 3. There will be a minimum manning requirement of two (2) FIRE FIGHTERS per apparatus in active service. Fire Chief may require that each apparatus have a CFR qualified Fire Fighter.
Section 4. There will be a minimum manning of two (2) paid Fire Officers on duty for each shift. The CITY agrees not to use the Fire Inspector or Training Officer in any computation of the number of Fire Officers on duty at any particular time.

Section 5. Overtime under Section 1 includes time during which a FIRE FIGHTER is held on duty after the regular shift by reason of delay in the next shift reporting to relieve the prior shift.

Section 6. Fire Inspectors shall not be eligible for overtime for any line position.

ARTICLE XI. VACATIONS

Section 1. Members assigned to a rotating shift shall be granted vacations on the following basis:

10 days after 1 year with the Department,
15 days after 5 years with the Department and
18 days after 10 years with the Department.

Section 2. Vacations are to be selected and scheduled from two (2) separate lists which will be established on the basis of seniority in grade. There shall be a separate vacation list for Fire Officers and FIRE FIGHTERS. Said lists will be established by the Chief of the Fire Department so as to provide for the proper continuation of the work of the Department.

Seniority will ONLY count toward vacation slot pick not “by the day”. “By the day” pick will be like the rest of the calendar – first come first off.

Any “by the day” vacation days not used by the end of the calendar year will be lost.

All vacation time accrued after January 1, 2011 will be based on a 12 hour day, excluding day shift personnel which will remain at 8 hours.

Section 4. Vacations for all members of the bargaining unit who work a permanent day shift shall be calculated as follows:

Five day work week
13 days after 1 year with the Department
19 days after 5 years with the Department
25 days after 10 years with the Department

Four day work week
10 days after 1 year with the Department
15 days after 5 years with the Department
20 days after 10 years with the Department
Day shift personnel shall be able to take vacation in full day increments. With the exception of taking individual vacation days off, this section shall not apply to those on "light duty".

ARTICLE XII. UNIFORMS

Section 1. Each member will receive a uniform allowance of one thousand ($1,000) dollars payable in the first pay period in April.

Section 2. Each member of the FIRE FIGHTERS shall be furnished at the expense of the CITY all necessary pieces of safety equipment and clothing as usually worn by said members in the performance of their duties for the protection of their life and health, and such equipment and clothing shall be replaced as needed at the expense of the CITY.

Section 3. It is agreed by the parties that safety equipment for the members of the FIRE FIGHTERS shall be of a good grade and quality and the CITY shall purchase such safety equipment for the FIRE FIGHTERS only after consultation with the Chief of the Fire Department. The FIRE FIGHTERS may establish a committee to make recommendations to the Chief with regard to purchases of safety equipment for the FIRE FIGHTERS.

Section 4. FIRE FIGHTERS are not required to wear their uniforms to and from work. This provision, however, does not provide for changing into uniform during working hours. A FIRE FIGHTER must be in uniform by the time the FIRE FIGHTER goes on duty.

Section 5. The CITY shall reimburse members of the bargaining unit the cost of an initial Class A Uniform upon successful completion of probation. The CITY will reimburse the cost of new Uniform "parts" upon a member’s appointment to the position of lieutenant.

ARTICLE XIII. SENIORITY

Section 1. The CITY shall establish a seniority list and it shall be brought up to date as of January 1st of each year and thereafter immediately posted on the Central Fire Station and all sub-station bulletin boards. The CITY and the FIRE FIGHTERS will have thirty (30) days in which to make any corrections or changes in said list.

Section 2. Seniority shall be by classification as follows:

   (a) Fire Fighters according to the day of appointments as Fire Fighters, and

   (b) Officers according to the day of permanent promotion in rank.
Section 3. In filling vacancies, the CITY agrees to recognize the importance of seniority. All proposed permanent transfer and vacancy notices shall be posted for at least ten (10) days on all bulletin boards to allow members to make applications for such positions. The final decision on the filling of vacancies and transfers shall be decided by the Department Chief resulting from evaluation or pertinent factors.

Section 4. An employee's length of service shall not be reduced by time lost due to sick leave, injury leave, or authorized leave of absence.

Section 5. In the event that two (2) or more employees report to duty in the same classification at the same time, their seniority shall be determined on the basis of the order that their names appear on the eligibility list from which their appointment to such classification is made with the employee having the higher seniority.

ARTICLE XIV. INSURANCE

Section 1.

(a) A non-contributory health plan shall be paid for by the CITY for the benefit of each member of the FIRE FIGHTERS in either the single or family plan, as appropriate. All members of the bargaining unit hired on or after January 1991 who elect health insurance pay twenty (20%) percent of the applicable premium through payroll deduction for any plan chosen by the member. The CITY will offer employees a plan of hospitalization and major medical benefits through New York State Health Insurance Program, Capitol District Physicians Health Plan, and MVP HMO 20+. Beginning on January 1, 2010, and any time thereafter, the CITY shall have the right to replace MVP HMO 20+ with MVP HMO 25/40, or the equivalent MVP Plan then in existence. The CITY shall be permitted to make a change of the MVP plan so long as the CITY institutes a Health Reimbursement Account (HRA) by which all employees and their dependents shall be reimbursed for all deductibles and co-pays of the 25/40 or equivalent plan to the extent that such deductibles and co-pays exceed what is provided by the MVP HMO 20+ plan. The CITY may, at its sole discretion, terminate the HRA at any time as long as the CITY provides at least thirty (30) days written notice to the Union. In the event the HRA is terminated, the CITY must provide the MVP HMO 20+ plan, unless an alternative agreement is reached with the Union. Any HRA will be administered by The Benefits Center, LLC. In the event any plan of insurance becomes unavailable for any reason beyond the control of the CITY, the CITY will meet with the Union to negotiate providing an alternative plan. Effective January 1, 2009, the CITY will provide a 5-20-40 prescription drug card. Thereafter the CITY shall be entitled to change such co-pay levels to provided that any increase is reimbursed to the employees through an HRA or other means. The same drug plan that is afforded to the CSEA and the Police will be provided to the Union here. The CITY shall have the right to remove CDPHP from list prior to open enrollment periods.
(b) The CITY has the right and may elect to change health insurance carriers so long as the benefits provided under any new plan are substantially equivalent to the plans offered in this Agreement.

(c) Effective January 1, 2009, employee drug card co-payment shall be $5/$20/$40 for MVP Plan, except that the NYSHIP co-payments shall be as established by NYSHIP. Thereafter, the CITY shall be entitled to change such co-pay levels provided that any increase to the MVP drug card co-payment is reimbursed to the employees through an HRA or other means. The CITY will notify the Union President of any cancellation of a policy, co-pay or drug plan that is in place.

(d) Any member of the bargaining unit who opts out of the health insurance plan, shall receive an in-lieu payment of $1,250 for two person and $2,000 for family per year for each year that he or she opts out of the health insurance plan, provided further that a member may opt back into the health insurance plan at any time without notice. In order to be eligible to opt out of the health insurance plan, a member must first produce satisfactory proof of comparable alternative health insurance through a spouse or otherwise.

Section 2. Each of the FIRE FIGHTERS shall be given a Twenty Thousand ($20,000) Dollar life insurance policy for which all premiums are to be paid by the CITY and kept in full force and effect so long as such member is employed by the CITY. Such coverage shall cease immediately upon termination of employment within the unit for any reason whatsoever. The CITY shall continue to provide a rider covering accidental death and dismemberment which provides for double indemnity upon accidental death.

Section 3. The CITY shall also provide and pay for a Two Thousand ($2,000) Dollars death benefit for each member of the FIRE FIGHTERS at the time of his retirement. It will be paid to the beneficiary (ies) on file upon the death of the retired member and submission of necessary paperwork.

Section 4. The CITY shall pay, upon the death of a member of the FIRE FIGHTERS as a result of duty-incurred injuries, the benefit specified pursuant to Section 208-b of the General Municipal Law.

Section 5. A FIRE FIGHTER who contributes to their health insurance premium pursuant to Section 1 above, who accumulates and maintains eight-five (85) sick leave days or more, shall not contribute to the individual or family health insurance premium paid by the CITY, until such leave accumulation falls below eighty-five (85) days. The determination of premium contribution shall be made on the (1st) day of each calendar month.

Section 6. CITY will provide FIRE FIGHTERS with a dental plan.
ARTICLE XV. RETIREMENT

Section 1.

(a) Each member of the FIRE FIGHTERS shall be covered by a twenty-five (25) year retirement plan with a guaranteed pension of one-half (1/2) salary, at no cost to the members as provided by section 384 of the New York State Policemen’s and Firemen’s Retirement System.

(b) The CITY will make available to the FIRE FIGHTERS a 20 Year Retirement Plan Section 384(d) at no cost to the members as provided by pertinent sections of the New York State Policemen’s and Firemen’s Retirement System.

Section 2. All of the parties hereto agree that the mandatory retirement age shall be sixty-five (65) years of age for each member of the FIRE FIGHTERS except for those exceptions that may be found in pertinent sections of the Retirement Laws.

Section 3. Each member of the FIRE FIGHTERS, who was a participant in the retirement system as of June 30, 1973, shall be permitted upon retirement to take advantage of “Final Year Average Salary”, referring to the final twelve (12) months of employment, as provided under Section 302(9) (d) of the New York State Retirement and Social Security Law.

Section 4. A one-sixtieth (1/60) non-contributory retirement plan paid for by the CITY as prescribed and under the provisions of the New York State Retirement and Social Security Law §384 shall be given to each member of the FIRE FIGHTERS. Election of this plan shall be subject to the regulations of the New York State Comptroller’s office.

Section 5. Upon notification by the FIRE FIGHTERS recognized bargaining unit, that any members of the unit wish to opt to participate in the retirement plan as set forth in New York State Retirement and Social Security Law, Section 375(i), the CITY will make the arrangements for participation. The participation in this retirement plan is subject to approval of the New York State Police and Firemen’s Retirement System.

Section 6.

(a) Each member of the FIRE FIGHTERS shall receive an amount equal to fifty (50%) percent of his accumulated sick leave at termination of employment for reasons other than disciplinary dismissal or retirement under charges, provided that such member has a minimum of five (5) years service with the CITY, and provided further that in no event shall the total accumulated sick leave exceed one hundred eighty (180) days. A day shall be defined as provided in Article VIII, Section 2, herein.

(b) Effective January 1, 2006, retirees may elect, on or before the effective date of their retirement, to use the cash value of the sick leave buyout to apply towards the cost of retiree health insurance in lieu of the payment in (a). In this instance only, the cash
value will be calculated based on a 12 hour day. In such event the City will bill the retained cash value account directly for the retiree's portion of the retiree health insurance. In the event that the retiree and his qualified dependents die before the cash value account is depleted the residual amount will be paid to the retiree's estate calculated on a 12 hour day.

(c) Effective January 1, 2011 Compensatory time may be accrued to a maximum total of 480 hours per Federal Labor Standards Act (FLSA) guidelines and shall be paid at retirement. For purposes of the maximum accrued compensatory time, adjustment days shall be included; however, adjustment days are subject to Article VIII, Section 2 and may not be carried over, except in the last year of service.

**ARTICLE XVI. HOLIDAYS**

Section 1. The following shall be official paid holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Day and Good Friday and/or such other holidays as may be recognized by the CITY. During the terms of this Agreement, the holidays shall be as set forth above. If a new holiday or holidays are established by law, the new holiday or holidays shall be substituted for an existing holiday or holidays. The determination of which holiday or holidays will be deleted is to be negotiated. This provision is without prejudice to the rights of the parties in future negotiations.

Section 2. Each member of the FIRE FIGHTERS who is required to be on duty or is off duty for any authorized reason on any of the above holidays shall receive, upon his election, compensation in the amount of one (1) day's pay or compensatory time off at the election of the FIRE FIGHTER. However, FIRE FIGHTERS shall be paid double time for working the Christmas Day shift (7 a.m. to 5 p.m.) and the Thanksgiving day shift (7 a.m. to 5 p.m.). Overtime for these shifts will be filled during regular overtime calling on the Tuesday 1300 hour overtime call time prior to Thanksgiving and December 23rd. Splitting shifts will be allowed for these days if the shifts cannot be filled and approval received from the on-duty Captain. Split shift overtime will be eligible for the payment of double time. Split shifts on these dates will result in the overtime card moving in rotation when an employee's monetary compensation reaches ten hours.

Members covered by this section shall be allowed to accumulate eighteen (18) holidays on the books. Any additional holidays will be removed from the books and forfeited. The CITY must give written notice to the member before this happens. In any event, not more than twelve (12) holidays may be cashed within a one (1) year period.

Section 3. Each member of the FIRE FIGHTERS who shall elect to take compensatory time off as provided in Section 2 of this Article may be required by the Fire Chief or his designee to indicate his intention to take compensatory time off for a specific day by indicating such choice on a written list at least two (2) weeks in advance of such day with a preference given to the order of appearance on the list for such day.
Section 4. Members who are regularly scheduled or assigned to permanent day positions shall have off all official paid holidays. However, those firefighters assigned to permanent day positions shall have the option of working on Martin Luther King Day, President’s Day, Columbus Day and/or Election Day, and accumulating and using those holidays in conformance with Section 2 hereof. Individuals assigned to a four day work week shall only be able to work the holidays described in this paragraph when they are normally scheduled to work them.

Members regularly assigned or scheduled to day, and actually working any or all of the holidays described in the above paragraph, shall receive, upon their election, compensation in the amount of one (1) day’s pay or compensatory time off. This Section 4 shall not apply to those members who are assigned to “light duty”.

ARTICLE XVII. LEAVE PLAN

Section 1. The existing “City of Poughkeepsie Leave Plan”, attached hereto and marked “Exhibit A”, shall be incorporated into and made a part of this Agreement as if fully set forth herein except that any provisions of this Agreement which change, modify, or are in conflict with the provisions of said Leave Plan shall supersede and take precedence of the provisions of said Leave Plan.

Section 2. All vacation time, holidays and sick time will accrue to each member of the FIRE FIGHTERS while under disability time off pursuant to the terms of Section 207-a of the General Municipal Law of the State of New York, however, FIRE FIGHTERS on 207-a time will accrue vacation, holidays and sick time only for the first nine (9) months of such 207-a leave, to be calculated from the beginning of the 207-a leave. FIRE FIGHTERS can cash out holidays earned and accumulated while on 207-a leave as set forth above.

Section 3. In addition to all those persons currently listed as reasons for granting funeral leave, the mother and father of the spouse of each member of the FIRE FIGHTERS shall be deemed an additional reason for granting funeral leave to members of the FIRE FIGHTERS.

Section 4. In the event that a FIRE FIGHTER shall have unused personal leave days, they shall be credited to his sick leave accumulation; however, any days of personal leave credited to such leave shall not be applicable to the retirement benefit provided in Article X, Section 6 herein.

Section 5. Consistent with the efficient operation of the Department as determined by the Chief, and upon reasonable advance request by a member, leave time may be taken in increments of hours less than a full working day.

Section 6. There shall be no limit on amount of sick leave to be accrued by any employee; provided, however, that the 180 day limit for accrual of sick leave shall
continue to apply to members for any and all purposes involved in the computation of retirement benefits or in benefits received upon resignation or other termination of CITY service.

Section 7.

(a) As of January 1 of each year, any member of the FIRE FIGHTERS who shall have completed one full calendar year of service shall be entitled to a sick pay incentive bonus increment (payable on or before March 1, following the completion of the calendar year) in addition to their yearly salary, computed as follows:

$850 (0-1 sick days used)
$600 (2 sick days used)
$400 (3 sick days used)

(b) Eligibility for full sick leave incentive payments is limited to members of the bargaining unit working the entire year. Those on 207-a leave for any portion of the year are eligible only for a prorated payment, calculated by reducing the applicable sick pay incentive bonus by the percentage obtained by dividing the number of full weeks on 207-a leave by 52.

Section 8. A day for purposes of the implementation of the Leave Plan shall be calculated as twelve (12) hours.

Section 9. Any compensatory time earned after January 1, 2009 must be used within one-year of its accrual or it will be cashed out hour for hour. This shall not effect compensatory time earned prior to January 1, 2009.

Section 10. A maximum of forty-eight (48) hours leave time is permitted off per day. This is for the purpose of taking compensatory time, holiday leave and vacation time. Personal Leave shall only count toward the maximum number of employees off on Thanksgiving and Christmas.

Section 11. FIRE FIGHTERS shall be entitled to thirteen (13) sick days a year. Employees shall accrue one sick day a month except for the month of December when the employees shall accrue two (2) sick days.

ARTICLE XVIII. GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement or of any existing laws, rules, procedures, regulations, administrative orders or work rules of the Fire Department, which relate to involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not
include retirement benefits, disciplinary proceeding or any other matter which is otherwise reviewable pursuant to law or any rule or regulations having the force and effect of law. Both parties to this Agreement recognize the mutual benefit of resolving grievances at the earliest possible stage. In an effort to promote the amicable resolution of grievances, both parties further agree that each will make every attempt to resolve issues informally. The formal grievance procedure shall be as follows:

**STEP 1.** Alleged grievances must be submitted in writing to the Fire Chief within thirty (30) working days after the occurrence complained of. The Department Head shall have ten (10) working days after receipt of the grievance within which to return a written reply. The grievance shall be in a form as approved by the parties and shall contain the date the problem arose, a complete statement of the problem, and the relief requested.

**STEP 2.** In the event no answer is received within ten (10) working days or the answer received is unsatisfactory at Step 1, the grievant shall have ten (10) working days within which he may then submit the grievance in writing to the City Administrator. The City Administrator shall have ten (10) working days after receipt within which to return a written response.

**STEP 3.** In the event no answer is received within ten (10) working days or the answer received is unsatisfactory at Step 2, the grievant shall then have ten (10) working days within which to submit the grievance to binding arbitration. The parties agree that the Public Employment Relations Board shall be the administrative agency responsible for assisting the parties in the arbitration process. It is agreed that timely compliance with the step by step procedures leading to arbitration are conditions of arbitration and that the failure to timely comply therewith constitutes grounds for stay of arbitration.

The parties agree that the decision of the arbitrator shall be final and binding on each and in no event will either party have recourse to any other means of review. All just costs incurred relating to the appointment and services of the arbitrator shall be borne equally by the parties.

**ARTICLE XIX. DISCIPLINARY PROCEEDINGS**

The parties agree that disciplinary proceedings brought against members of the bargaining unit shall be in conformity with Article 5 Title B of the Civil Service Law of the State of New York. The parties agree that the designee of the City Administrator is to conduct such hearing and to refer his recommendations to the City Administrator for review and decision and that the City Administrator will request of the Public Employment Relations Board (PERB) or its successor that a hearing officer be recommended by PERB and that such recommended hearing officer shall be the designee of the City Administrator unless the City Administrator shall find the individual unacceptable in which event further recommendations shall be requested of PERB until a designee acceptable to the City Administrator is found.
ARTICLE XX. DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

The CITY and the FIRE FIGHTERS agree that the CITY may establish and implement a Drug and Alcohol Testing Policy and Procedures. Said policy and procedures is incorporated into this Agreement as Schedule “B”.

ARTICLE XXI. SAFETY COMMITTEE

Section 1. The CITY and the FIRE FIGHTERS agree to form a joint committee, which shall be known as the Safety Committee with a membership of six (6) individuals, three (3) to be appointed by the FIRE FIGHTERS, at least one (1) of whom shall be a Fire Officer, two (2) by the CITY and the Fire Chief. This Committee shall meet monthly or as many times as may be decided by the Committee in fulfilling its responsibilities. A written request signed by two (2) members mailed at least five (5) days prior thereto to all other members of the Committee shall be sufficient to convene the Committee. Three (3) members shall constitute a quorum. It shall be the function and purpose of the Safety Committee:

(a) to discuss safety on the job and make recommendations on all safety problems considered by the Committee;

(b) to review all reports on job related accidents and their cause and possible prevention;

(c) to consider and make recommendations on the purchase of all fire fighting equipment;

(d) to regularly review manning provisions and to make recommendations concerning the same;

(e) to review training procedures and methods for FIRE FIGHTERS and Fire Officers and to make recommendations concerning the same; and

(f) to review copies of all written grievances involving safety filed by members of the bargaining unit, copies of which shall be made available to the Fire Chief. The Committee shall have no power to process or settle grievances which shall be handled in accordance with the Grievance Procedure contained in this Agreement.

ARTICLE XXII. EDUCATION

A. Undergraduate and graduate courses shall be approved by the Fire Chief. The CITY agrees to provide reimbursement of educational expenses up to a maximum of 100% of the cost tuition and instructional materials for college level courses leading to an accredited degree at a college within New York State and or for BOCES or
similar trade school programs, with a payment of 45% of the cost of all tuition and instructional materials upon registration and the balance due of such costs payable upon the successful completion of the course. (Successful completion being defined as receiving a “C” grade or better for undergraduate courses and a “B” grade or better for graduate courses). Except for Marist College attendees, the maximum dollar limit for tuition reimbursement will not exceed the highest tuition rate charged for in-State students attending a SUNY college. In the event that the member of the bargaining unit fails for any reason to successfully complete the course, the CITY shall be entitled to reimbursement for all expenditures made herein. “Cost” as used above refers to actual out-of-pocket expenditures incurred by the members of the bargaining unit. Any funding received by or on behalf of members shall be deducted in computing cost. Further, members shall: (i) make application for aid from the TAP Program of New York State; (ii) consult with the Financial Aid Office of the school in which the member is enrolled to determine available assistance; and (iii) make application for such aid as may be recommended by the college aid office.

B. Employee agrees to remain in City employ for a minimum of 3 years after completing the course for an Associate’s or higher degree. If employee leaves within 3 years of completing the course, the City has the right to demand re-payment of any moneys the City paid for tuition and books going back over those immediately prior 3 years (unless the books have been turned over to the City). The exceptions to this are normal retirement within 20 years plus or disability retirement.

C. In the event the member of the collective bargaining unit leaves the City of Poughkeepsie Fire Department for any reason except death or disability within two years from the date of hire, the member must reimburse the CITY for all educational costs expended by the CITY on behalf of the member under this Section.

D. Prior to the commencement of such course, the FIRE FIGHTER shall file with the Fire Chief a written notice of his intention to enroll in such course and will upon request exhibit a copy of his registration form together with a copy of his receipt showing payment of the tuition. Courses taken out of Dutchess County must be scheduled so as to avoid interference with the work schedule of the FIRE FIGHTER. Leave time will not be approved for purposes of attending school. It is understood that all travel expenses and other expenses incurred by the FIRE FIGHTER other than tuition and books as herein provided are the obligation of the FIRE FIGHTER.

E. The text books, upon completion of the course and reimbursement for the same, shall become the property of the Fire Department and be surrendered to the same where they shall be available to other students using the same edition of the text or shall become part of the Fire Department's Library.
ARTICLE XXIII. INSPECTIONS

Section 1. HOUSING INSPECTIONS

A. PURPOSE:

To provide building inspections on a routine basis. These duties are to be added to the existing ones for improved use of the available manpower. The intent is improved Code Enforcement and greater visibility of the FIRE FIGHTERS and to promote better safety through a building inspection program. The program will address inspections related to the NYS Fire Code and Property Maintenance Code, and the City of Poughkeepsie Minimum Housing Code.

B. SCHEDULE:

During general business hours Monday through Friday, except that inspections will be scheduled on weekends or evenings when there are extenuating circumstances, i.e., the inspection cannot be scheduled during normal working hours or there is an urgent need for the inspection. If FIRE FIGHTERS with their assigned piece of apparatus will be used, although the two FIRE FIGHTERS need not conduct each inspection together and may need to conduct separate inspections while working off the same piece of apparatus. Radio transmission will state 10-8 for inspections. A placard denoting “CONDUCTING INSPECTIONS” will be placed on the apparatus. The apparatus will be available for immediate response.

C. TYPES OF INSPECTIONS

FIRE FIGHTERS will be assigned to enforce the NYS-Fire Code and Property Maintenance Code and the City of Poughkeepsie Minimum Housing Code, and, in addition, FIRE FIGHTERS will respond to complaints received regarding conditions in buildings. FIRE FIGHTERS will be provided check-list form to enable the FIRE FIGHTERS to note other kinds of health and safety issues that they observe during inspections. The forms will be passed along to the Fire Inspection Bureau or Building Department division as appropriate.

D. SUPERVISION

The Chief of the Fire Department, along with his officers on duty, will supervise. FIRE FIGHTERS will answer to the normal chain of command. There is no requirement that an officer must be present or provide direct supervision for each inspection.

E. COORDINATING AND REPORTING

Coordination will come from the office of the Fire Inspector and office of the Fire Chief. Inspections will be scheduled by the Fire Inspector’s office with input from the on-duty Captains. Clerical staff support will be provided at the Clover Street location. The Fire
Inspector will be the liaison with the Head Building Inspector. All violations, building records and other data will be coordinated between these two offices.

**F. SELECTION OF PERSONNEL:**

All active on duty personnel will be available for inspections. There will be no reassignments of personnel on apparatus solely for the purpose of inspections. This would not include assigning FIRE FIGHTERS from one apparatus to another fire department vehicle as long as apparatus are not placed out of service. Nothing contained herein shall preclude FIRE FIGHTERS from being voluntarily reassigned subject to the approval of the Fire Chief. Also, nothing contained herein shall preclude the CITY from assigning to an apparatus or other fire department vehicle a FIRE FIGHTER whose assignment is as the extra person on a shift to facilitate the conducting of inspections.

**G. CONDITIONS:**

No fire apparatus is to be out of service while conducting inspections and no running assignments shall change solely as a result of an apparatus being out conducting inspections. However, it is understood and agreed that the Fire Chief has in the past changed running assignments and that nothing contained herein shall prevent the Chief from continuing to do so as he deems necessary for the effective and efficient operation of the Fire Department except that a change in running assignment cannot be solely for the purposes of scheduling inspections. Members hired on or after January 1, 1995 will be required to undergo any required training and will, as a part of their responsibilities, perform on-duty inspections. All work is to be assigned as equitably as possible to all eligible members of the bargaining unit. There will be no preferred status for manning of apparatus as a result of participation in the inspection program.

**H. LABOR MANAGEMENT COMMITTEE:**

There will be established a Labor Management Committee for the purpose of facilitating and evaluating the progress of the housing inspection program as well as making recommendations for future refinement. Any concerns or problems that may arise during the implementation of the housing inspection program will be addressed after receipt of a written request received by any member of the Labor Management Committee. The meeting of the Labor Management Committee shall be held as soon as possible. The Labor Management Committee shall consist of the Fire Chief and/or Deputy Fire Chief, Fire Inspector or designee, and two of the members of the Collective Bargaining Unit, one being the President. The complaints brought to the Labor Management Committee shall not be formal in nature and shall not constitute formal grievance as provided for in Article XVIII of the Collective Bargaining Agreement. Nothing contained herein shall prevent a member of the Collective Bargaining Unit or the CITY from bringing a formal grievance pursuant to said article of the Collective Bargaining Unit.

**I. TRAINING AND EDUCATION:**
Any training to be offered will be available to all on duty members of the collective bargaining unit. All members of the Collective Bargaining Unit can be required to attend any training offered or arranged by the CITY. Those personnel hired after January 1, 1995 are required to attend any training needed for Code Compliance Technician. Currently, the New York State Fire and Building Code recognizes those that complete courses 9A, 9B and 9C of the Codes Curriculum as having achieved Code Compliance Technician level for the purpose of providing the fire inspections. To the extent practicable, any training will be held during working hours. The CITY will make every effort to arrange for any required training to be done locally, preferably in-house. The CITY will reimburse necessary and required expenses. Training that occurs during off duty hours has to be approved by the Fire Chief and, if approved, will be compensated. Training during off duty hours will only be scheduled in the event that there is no training available during on duty hours. The Fire Chief has the right to change the shift of a FIRE FIGHTER upon reasonable notice to members of the Collective Bargaining Unit so as to accommodate training. The Fire Chief, after consulting with the Labor Management Committee, shall have authority to make changes to course work, training, education, etc., resulting from changes implemented by the New York State Department of Codes Division. This will include but not limited to changed implemented by New York State in course offerings, course designations, requirements or pre-requisites.

Section 2. HYDRANT DUTIES:

A. PURPOSE:

1. To provide for hydrant operation and inspection on a routine basis.
2. To insure function and performance of equipment.
3. To increase presence of City Fire Department through an applied hydrant testing program.

B. SCHEDULE:

During general business hours which shall include Saturdays as scheduled by the Fire Chief. The inspections will involve the utilization of two FIRE FIGHTERS on duty with an apparatus. There will be a placard denoting “Hydrant Testing”. The FIRE FIGHTERS assigned will remain available for immediate response to calls.

C. TYPE OF TESTING AND MAINTENANCE:

1. Proper functions of on/off cycle and drainage.
2. Integrity of connections, leakage, etc.
3. Record static pressure and residual pressure on supplied forms.
4. Note hydrant reference number and any required work to hydrant.
5. Replace gaskets if required and grease threads and fittings.

D. SUPERVISION:
The FIRE FIGHTERS assigned to the hydrant duties will be supervised by Officers on duty. FIRE FIGHTERS will follow the normal chain of command.

E. COORDINATING AND REPORTING:

1. Reports and records will be forwarded to the Chief or to whom he designates as a coordinator.
2. The work orders will be forwarded to appropriate departments for repair.
3. The pressure and reference data will be forwarded to appropriate department for update.

F. SELECTION OF PERSONNEL:

All active duty members of the bargaining unit will be available for this testing. Testing will be done on the normal shifts. These responsibilities will not result in any reassignment or apparatus manning restrictions.

G. TRAINING AND EDUCATION:

Any required training will be available to all on-duty personnel. Any training will occur during working hours. Any required off-duty time will be compensated through this Agreement. The CITY will provide local training, preferably in house, if any training is required. The CITY will reimburse FIRE FIGHTERS for out of pocket, necessary and required expenses.

H. WORKING IMPLEMENTATION:

Fire Chief will designate through the Chain of Command, those hydrants in need of testing. FIRE FIGHTERS performing testing during normal shift and available for response as needed. CITY will provide adequate notice of testing to owners and residents. Testing will only be scheduled between April 15th through October 31st and if the outside temperature is between 45°F through 85°F. The Weather Channel local forecast will be used to determine temperature. Wind chill and heat index will be added when the weather channel exhibits these variables. Any continuous precipitation, winds over 20 miles hour sustained or 30+ mile an hour gusts will also be considered reason for hydrant testing to be suspended.

Nothing contained herein is intended to relieve members of the bargaining unit from their obligation as contained in the City of Poughkeepsie Book of Rules and Regulations regarding maintenance of the firehouse, vehicles and equipment

The following streets and/or areas shall be tested on Saturdays:

a. Main Street from riverfront to N. Hamilton Street
b. Cannon Street from Market St. to Mill St.
c. Market Street from Eastbound Arterial to Mansion St.
d. Columbus Drive from Mansion St. to Mill St.
e. Catherine Street from Westbound Arterial to Main St.
f. Academy Street from Main St. to Eastbound Arterial
g. Mansion St. from Balding Ave. to Columbus Dr.

Hydrant testing on Saturdays will be limited to these streets.

ARTICLE XXIV. CONTINUATION OF AGREEMENT

This Agreement shall continue in full force and effect until such time as a new agreement is executed.

ARTICLE XXV. RETROACTIVITY OF AGREEMENT

In the event a new agreement has not been negotiated by the expiration date of this Agreement, it is agreed by both parties hereto, that upon the signing of a new agreement all rights, privileges, and benefits of said new agreement will be considered to have been in full force and effect as of the day following the date of expiration of this Agreement, and all rights, privileges and benefits shall be paid and granted as of said date.

ARTICLE XXVI. MERGER CLAUSE

It is understood and agreed by the parties hereto that this contract contains the entire agreement between the parties and all prior negotiations, statements or representations are merged herein, and the parties acknowledge each to the other that they have not made or relied upon any other representations, statements, or agreements except as specifically set forth herein. It is agreed by the parties herein that all rights, privileges and benefits contained in all prior and present contracts shall be carried forward without diminishment except as the same may have been previously or herein specifically modified or rescinded.

ARTICLE XXVII. SAVINGS CLOSE

If any part or any provision of this Agreement shall be rendered or declared illegal or unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or provision of this Agreement shall not invalidate the remaining provisions thereof, it being understood that the remaining parts or provisions shall remain in full force and effect.

ARTICLE XXVIII. CHANGE, MODIFICATION, WAIVER OR TERMINATION OF THIS AGREEMENT

It is understood and agreed by the parties hereto that no understanding or agreement purporting to change, modify, waive or terminate any and/or all of the terms and conditions of this Agreement, and no understanding or agreement, which, if executed, would in fact change, modify, waive or terminate and and/or all of the terms and
provisions of this Agreement, is binding as between the CITY and the FIRE FIGHTERS, unless an understanding or agreement is in writing and signed by a duly authorized representative of the CITY and a duly authorized official of the FIRE FIGHTERS.

ARTICLE XXIX. RESIDENCY REQUIREMENT

All members of the Fire Department represented by the FIRE FIGHTERS shall reside either in the City of Poughkeepsie or within a thirty (30) mile radius of any boundary of the City of Poughkeepsie. A violation of this provision shall result in immediate termination of office or employment. This provision does not apply to persons hired or appointed prior to January 1, 1981 and thereafter promoted.

ARTICLE XXX. MISCELLANEOUS ISSUES

A. Locked Vehicles. The parties agree that it is within the FIRE FIGHTERS job description to open locked cars in emergency circumstances. An emergency vehicle lockout includes:

a) A child or animal locked in a vehicle
b) A vehicle that poses a fire hazard
c) A vehicle that is running inside a building or garage
d) A vehicle that is running outside, which may contribute to life safety concerns such as the hazard of fire, or accumulation of carbon monoxide.
e) Circumstances that are considered appropriate by a chief officer, or other supervisory officer of the department

All emergency lockouts will be dispatched as an emergency, and will be responded to in a manner appropriate for all emergency responses.

B. Testifying regarding City Business. Members shall cooperate with all requests or subpoenas by or on behalf of the CITY for testimony in matters involving the CITY. If a member is requested or subpoenaed by or on behalf of the CITY to testify (or if the member is subpoenaed by another party in an action or proceeding involving the CITY), and is not on duty at the time of the testimony, the members shall be paid a minimum of four hours overtime or compensatory time at straight time for the time the members appears at the site of the testimony until the time their testimony is finished.

C. Jury Duty. A member called for jury duty shall immediately notify the Chief or Deputy Chief. If available, the member shall place himself on one hour stand by and shall report to work as usual. If the member is to be called in, he will immediately notify his supervisor and will report for jury duty. As long as the member is on duty and the CITY is paying the salary for the member all monies received by the member from the jury system shall be assigned to the CITY.
ARTICLE XXXI. LEGISLATIVE CAUSE

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Dated: 2/1/12

By: [Signature]

JOHN C. TKAZYIK
Mayor

Dated: 7/7/2012

By: [Signature]

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, LOCAL 596
SAL MAURO
President

STATE OF NEW YORK )
COUNTY OF DUTCHESS )

On the 7th day of February, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared JOHN C. TKAZYIK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

PAUL F. ACKERMANN
NOTARY PUBLIC, State of New York
01AC6027326
Qualified in Dutchess County
Commission Expires 07-06-2016
On the 7th day of February, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared SAL MAURO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

KAREN O. LEWIS
Notary Public

KAREN O. LEWIS
Notary Public, State of New York
No. 01LE5057436
Qualified in Dutchess County
Commission Expires March 25, 2014
SCHEDULE “A”

SALARY SCHEDULE

ACADEMY

2011
38,092.96

FIREFIGHTER

Hire

44,815.25

Step 1

48,073.60

Step 2

51,332.23

Step 3

54,590.58

Step 4

57,849.21

Step 5

61,107.58

LIEUTENANT

68,746.26

CAPTAIN/
FIRE INSPECTOR

77,339.55

CAREER INCENTIVE/LONGEVITY

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<tr>
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<tr>
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SCHEDULE "B"

SUBSTANCE AND ALCOHOL ABUSE POLICY AND TESTING

PROCEDURE

INTRODUCTION
It is the policy of the City of Poughkeepsie, New York to eliminate the use of alcohol and drugs in the workplace and to provide rehabilitation and treatment services to those employees who recognize and seek assistance with problems related to the use of drugs or alcohol. Absenteeism, disciplinary problems, high utilization of health insurance and accidents have all been shown to be adversely affected by substance abuse. It is the purpose of this procedure to eliminate the use of alcohol and drugs in the workplace with the goal of creating a safer, healthier and more efficient workplace while providing support and assistance to employees who affirmatively act to treat problems with alcohol and/or drugs. A violation of this procedure may result in disciplinary action and/or criminal charges against the employee.

PRE-EMPLOYMENT SCREENING
The City reserves the right to test all prospective employees for alcohol and/or drugs in all pre-employment physical examinations. The City expressly reserves the right to use the test results in its new hire employment decision.

PROBATIONARY PERIOD
The City reserves the right to test all probationary employees through the use of physical examinations and/or the use of the testing procedures herein during that employee’s probationary period. A probationary employee shall not be limited to Sections 3.1 and 3.4 of this procedure.

USE/POSSESSION
The sale, distribution or unauthorized use or possession of alcohol or drugs or the paraphernalia associated with these substances is expressly prohibited. It is understood that in the event criminal charges are filed based on the foregoing, it provides grounds for disciplinary action.
Reporting for work under the influence of alcohol and/or drugs provides grounds for disciplinary action.

It is recognized that the use of prescription drugs may affect the ability of an employee to work safely. However, such use is not intended to be covered by this procedure.

EMPLOYEE SCREENING

Except as provided hereinafter, all employees will be required to submit to alcohol and/or drug tests immediately following:

a) After a vehicular accident, while on duty, if (a) there is a fatality; or (b) there is injury to any driver or passenger involved in the accident requiring medical attention; or (c) there is property damage to fire apparatus from an accident occurring off the firehouse premises; or (d) there is a reasonable suspicion to believe an employee involved in the accident is under the influence of alcohol and/or drugs as defined below. Only the driver of the vehicle or operator of the equipment is subject to testing under subsections (a) through (c) of this section.

b) After a work place accident which results in a fatality or personal injury to any individual requiring immediate hospital attention and/or damage to equipment, machinery or facility in the discretion of the Fire Chief, except this provision shall not apply to injury to any individual and/or damage to equipment, machinery or facility which is incurred at the scene of a working fire as a result of the fire, or where there is reasonable suspicion to believe an employee involved in the accident is under the influence of alcohol or drugs as defined below.

c) If there is reasonable suspicion to believe that an employee is guilty of alcohol/substance abuse in violation of this policy. There is reasonable suspicion to believe an employee is guilty of alcohol or drug abuse if any of the following standards is met:

a) there is direct observation of drug or alcohol use;

b) based on observation of the employee's conduct, performance, appearance, behavior, speech, body odors, or pattern of conduct including absences or lateness's for work, erratic behavior, it is believed that the employee may be under
the influence of or utilizing alcohol or drugs;

c) information is provided from a reliable and credible source that the employee is engaging in use or is under the influence of alcohol or drugs while on duty, or prior to reporting for duty, or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug while on or prior to reporting for duty *.

d) and an employee will be required to submit to testing whenever there is a reasonable basis to believe he/she is improperly using or "under the influence" ** of drugs or alcohol. As a safeguard for the suspected employee, two (2) supervisory employees (a supervisor and the Fire Chief or designee) must witness the behavior and concur that a reasonable basis exists to believe that the employee is under the influence of alcohol or drugs. They must each reduce to writing the factual basis for their "reasonable basis to believe" and the events leading up to their decision to require a test.

Section 1 Alcohol/Drug Testing

1.1 Upon reasonable suspicion to believe an employee is under the influence of alcohol or drugs, the City may require such employee to submit to an alcohol test as set forth in paragraph 2.1 below. A positive test for alcohol is any result above 0.05%. The test shall not be administered until thirty (30) minutes after notification to submit as set forth in paragraph 2.1 below. Reasonable cause to believe an employee is under the influence of alcohol or drugs exists when objective facts and observations are brought to the attention of the department head/supervisor, as hereinafter defined, and based upon the reliability and weight of such information, he/she can reasonably infer or suspect that the employee is under the influence of alcohol or drugs. Reasonable cause must be supported by specific articulable facts and a written report of the findings and facts provided to the employee.

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* Only the driver is subject to drug testing.

** "Under the influence" shall be defined as those words as used and defined in the Vehicle and Traffic Law of the State of New York and the court cases interpreting the definition of those words and that law.
Section 2  Testing Procedures

2.1  Tests for Alcohol:

2.1.1  Tests for alcohol shall only be conducted by Department of Health and Human Services certified laboratories by conducting a breath test if possible using breath analysis equipment that is currently being used by such laboratories, or by a blood or urine test. The employee(s) shall be transported to the testing site. The testing facility will be designated by the City. The City reserves the right to have the test for alcohol conducted in a certified hospital room in the event the laboratory used is not open for business.

2.1.2  An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.

2.1.3  Tests for alcohol shall only be conducted during an employee's regularly scheduled work hours.

2.2  Tests for Prohibited Drugs:

2.2.1  Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories. The employee(s) shall be transported to the testing site.

2.2.2  A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. A specimen may not be used to conduct any other analysis or test except as herein after described.

2.2.3  The specimen will be sent to a laboratory certified by the Department of Health and Human Services and tested for the substances set forth in 2.2.2. Any level which tests positive at the highest cutoff levels, as set forth in Federal Regulations 49 CFR40, on an initial screening test will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS). Only those specimens which are confirmed as positive in the GC/MS tests are
reported as such. Both specimens will be paid for by the City.

2.2.4 A "split sample" method of collection shall be used. The employee shall urinate into a collection container which the collection site person, in the presence of the donor and after determining specimen temperature, pours into two (2) specimen bottles.

A. The first bottle is to be used for the test pursuant to this procedure and 60 ml. of urine shall be poured into it. Up to 60 ml. of the remainder of the urine shall be poured into the second specimen bottle.

B. All requirements of this procedure and any applicable regulations shall be followed with respect to both samples, including the requirement that a copy of a chain of custody form accompany each bottle processed.

C. Any specimen collected under "split sample" procedures must be stored in a secured, refrigerated environment and an appropriate entry made in the chain of custody form.

D. If the test of the first bottle is positive, the employee may request that the Medical Review Officer (MRO), as hereinafter defined, direct that the second bottle be tested for presence of the drug(s) for which a positive result was obtained in the test of the first bottle. If the result of the second test is negative, no further action shall be taken against the employee. In the event both tests are positive, the affected employee has the option to have an independent test of either or both samples, at the City's expense, within forty-eight (48) hours of receiving notification of the second positive result, by a certified hospital or laboratory as described herein. The purpose for such a test is to rule out the interference of food and/or over the counter drugs which may give a false reading of a "positive" for a new prescription drug.

2.2.5 Visual observation of urination shall be by an individual that is the same gender as the employee providing the specimen.
2.2.6 In accordance with the Federal Regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.

2.2.7 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site in the event the test is negative. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits. If an employee tests positive for prohibited drugs following a reasonable suspicion test, the City shall not be obligated to pay the employee beyond the regular hours of work.

2.2.8 All drug testing shall be conducted during an employee's regularly scheduled work hours or the two (2) hours immediately preceding or subsequent to a regularly scheduled tour of duty. The payment of overtime shall be as set forth in Section 2.2.7 above. The City reserves the right to have the drug test conducted at a certified hospital emergency room in the event the laboratory used is not open for business.

2.2.9 Each drug test shall be reviewed by the MRO to ensure compliance with all procedures, as well as all Federal Regulations, including the validity of the test.

Section 3  Random Drug Testing

3.1 Random Drug Tests: The City shall not administer random drug testing to more than 33.3% of the employees annually covered by the collective bargaining agreement.

3.2 PPFFA Observation: During random tests, the PPFFA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the PPFFA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The PPFFA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing
shall begin.

3.3 **Selection of Employees:** The City shall select employees for testing only through a computer-based random number generator utilizing an appropriate employee identification number. Upon request, the City shall provide the PPFFA with a list of all employees tested, as well as the computer-generated list, so the PPFFA can verify the randomness.

3.4 **Limitations:** No employee shall be subject to random drug testing more than two (2) times in any twelve (12) month period.

**Section 4 Reasonable Suspicion Testing**

4.1 **Determination of Reasonable Suspicion:** The persons designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the "designated supervisor") shall be the department head/supervisor who must be of the rank of Lieutenant or above.

4.2 **Removal Based on Behavior or Appearance Alone:** Whenever no approved testing devices are available and an employee is removed from the employee's safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee’s job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits.

4.3 **Documentation of Reasonable Suspicion:** Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or prohibited drugs, and as soon as practicable after an order to test is given, without causing an undo delay in the testing process, the City shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include, but not be limited to: (1) a description of the employee's appearance, behavior and speech; (2) names of witnesses to the employee's appearance, behavior and speech, where practicable; (3) if the employee's appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information. A
written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision.

4.4 **Initial Training of Supervisors:** Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive two (2) hours of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. Such training must be completed before the supervisor can require an employee to undergo a test.

4.5 **Follow-up Training of Supervisors:** Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall attend a refresher course each year on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. If a supervisor has not attended and completed the refresher course within twelve (12) months of the previous course, the supervisor shall not qualify as a designated supervisor with authority to require an employee to undergo a test. Supervisors who have completed the training or the refresher course within the preceding twelve month period will be considered as designated to determine reasonable suspicion.

4.6 **Right to Representation:** During reasonable suspicion testing, the PPFFA shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the PPFFA representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The PPFFA representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin.

4.7 **Statement of Charges and Facts:** When a decision is made to test, and to the extent practicable without unduly delaying the testing process, the employee shall be given a verbal explanation of the charges and the factual basis for the
reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates, places and times thereof and source of information. A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision. If the employee has requested the opportunity to consult with a PPFFA representative, this explanation shall be made in the presence of a PPFFA representative. If this cannot be done prior to the test, then it shall be done as soon as practicable thereafter.

Section 5 Consequences of Positive Test

5.1 Due Process Rights: An employee who has tested positive for alcohol misuse or controlled drug use and, consequently, is prohibited from performing safety-sensitive functions, shall be given a verbal explanation of the charges and the factual basis for the removal from performing safety-sensitive functions prior to being removed from the safety-sensitive function. In the event the City determines that disciplinary action is warranted, it reserves the right to remove that employee pursuant to Section 75 of the Civil Service Law, if available, to the employee.

The City shall provide the affected employee with a Notice of Discipline within fifteen (15) calendar days after removal.

5.2 Reassignment to Non-safety-sensitive Job Duties: If an employee seeks evaluation and treatment pursuant to Section 6 of this procedure, the City shall make every reasonable effort to assign the employee to duties within the employee's job description excluding safety-sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty provided that said assignment is not inconsistent with the goals and functions of the fire department.

5.3 Reassignment to Another Non-safety-sensitive Position: If the City is not able to assign an employee to duties within the employee's job description pursuant to Section 5.2 above, the City shall make every reasonable effort to assign the employee to another position which does not require the performance of safety-sensitive functions until the employee has been recommended by the substance
abuse professional for return to full duty in the employee's normal position provided that said assignment is not inconsistent with the goals and functions of the department to which he has been assigned.

5.4 **Leave Pending Disciplinary Action:** If the City is not able to assign the employee to another position which does not involve safety-sensitive functions pursuant to Section 5.3 above, the employee shall be entitled to utilize available leave time unless the employee takes a leave of absence in accordance with Section 6.6 below.

5.5 **Other Alcohol-related Conduct:** Whenever an employee is found to have an alcohol concentration above 0.05% the employee shall be relieved of his/her work assignment for that day. The relieved employee shall have the option to credit that day to any leave time to which he/she is entitled.

**Section 6 Referral, Evaluation and Treatment**

6.1 The City will assist employees who have a drug or alcohol dependency problem to recover from such addictions, provided the employees seek and accept assistance. This will be kept confidential and is unrelated to the drug and alcohol testing process. The City will provide assistance, referral and advise employees with respect to drug and alcohol abuse when requested. It is important to emphasize that employees with alcohol and/or drug problems who wish to avail themselves of rehabilitative services after informing the City, or seeking other means of rehabilitation, should pursue help before they are required to undergo either random or reasonable suspicion testing, at which point they will be placed in a safety-sensitive position until all rehabilitation requirements are met. The safety of the City's employees is the first and foremost concern. Failure to meet rehabilitation requirements may lead to disciplinary action pursuant to applicable law and the parties' collective bargaining agreement. This is to be considered an employee benefit, not an excuse to condone the use of drugs or alcohol in the workplace.

6.2 Prior to being notified that he/she will be tested for drugs or alcohol, an employee may notify the department head or Mayor that he/she is abusing or misusing drugs or alcohol. An employee who has admitted to such conduct shall be permitted to
enter a rehabilitation program for treatment. The time required to be absent from work for such rehabilitation shall be treated as any other illness pursuant to the contract and existing terms and conditions of employment between the City and PPFFA. An employee who admits to such conduct and enters and successfully completes a rehabilitation program shall not be subject to discipline.

6.3 **Designation of Substance Abuse Professional:** The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.

6.4 **Rehabilitation Program:** The City shall make available to employees, a rehabilitation program through the contractual health insurance provider.

6.5 Upon request, an employee shall be provided copies of any reports, results, etc., which are provided to the City by the Substance Abuse Professional (SAP) or rehabilitation program. Such request shall be in writing.

6.6 **Rehabilitation/Leave of Absence:** An employee may use all accumulated sick leave credits, vacation leave credits, holidays and other such accrued leave time up to the limits set forth in the Collective Bargaining Agreement or other applicable laws, rules or regulations, including any discretionary leave rights prior to requesting a leave of absence. An employee may request a leave of absence without utilizing the said leave credits noted herein above. A leave of absence without pay will be allowed for treatment on an in-patient or out-patient basis. Nothing herein shall be construed to diminish any rights which may apply under the Americans with Disabilities Act, the Family Medical Leave Act or other relevant laws.

6.7 The City will use its best efforts to schedule employees participating in a rehabilitation program to minimize conflicts with the requirements of the rehabilitation program.

6.8 **Return to Work:** Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program shall occur upon certification
from the program that the employee has satisfactorily participated in the program
and the program recommends return to regular duty assignment. The final
decision as to whether to permit an employee to return to full duties in the
employee's position or an equivalent position shall be made after consultation
with the SAP.

6.9 An employee who enters an Employee Assistance Program (EAP) shall not be
entitled to enter such a program if he/she should again test positive, unless the
City shall agree. Employees who are arrested for a crime, including drugs or
whose use of drugs or alcohol, has become known to the City through the
employees involvement in an accident that resulted in physical injury or property
damage, shall be able to enter an EAP only with the consent of the City.

6.10 **Follow-up Testing - Frequency:** The number and frequency of follow-up tests
shall be as directed by the SAP and consist of at least six (6) tests in the first
twelve (12) months following the employee's return to duty involving a safety-
sensitive function. The City shall not impose follow-up testing beyond the first
six (6) tests unless the SAP determines that such further testing is necessary for
that particular employee. The total period of follow-up testing shall not in any
event exceed sixty (60) months from the date of the employee's return to duty.

**Section 7 Disciplinary Procedure**

7.1 If, as a result of a positive test, the City believes that disciplinary action exists,
then discipline may be sought. Time in service and prior offenses, or lack thereof,
and the Rules of Conduct shall be considered in determining appropriate penalties
to be sought together with any other relevant factors.

7.2 If the City, as a result of a positive test takes any formal disciplinary action, it
shall be processed through the procedures for disciplinary action set forth in the
Collective Bargaining Agreement.

**Section 8 Medical Review Officer**

8.1 The Medical Review Officer (MRO) is a physician knowledgeable in the medical
use of prescription drugs, the pharmacology and toxicology of illicit drugs. The
MRO's primary responsibility is to review and interpret positive test results. In
fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHRS) Mandatory Guidelines. The City and the affected employees shall agree on the appointment of an MRO. The employees consent to the appointment shall not be unreasonably withheld.

8.2 If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees will be taken.

8.3 The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO shall conduct a medical interview with the employee, review the employee's medical history, and review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug.

8.4 The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the City Administrator and to the Fire Chief or designee. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

Section 9 **Program Confidentiality**

9.1 The results of all individual drug and alcohol tests will be kept in a secure location with controlled access.

9.2 All individual test results will be considered confidential. The release of an
employee's results will only be given in accordance with the individual employee's written authorization, or as is otherwise required by applicable federal or state law or for use in a disciplinary hearing pursuant to this procedure.

9.3 It is understood that any medical explanation given by an employee to any person involved in this process is strictly confidential.

Section 10 Disputes - Grievance Procedure

10.1 Any dispute, violation, misapplication or misinterpretation of the Substance and Alcohol Abuse Policy and Testing Procedure shall be subject to and go directly to arbitration of the Grievance Procedure as set forth in the Collective Bargaining Agreement.

Section 11 Department Head/Supervisor

11.1 The department head/supervisor must be of the rank of Lieutenant or above for the purposes of this procedure.
EXHIBIT “A”

CITY OF POUGHKEEPSIE LEAVE PLAN

VACATION LEAVE

1. **EMPLOYEES ELIGIBLE:** Only employees who have been in continuous full time employment for one year are eligible for vacation leave. This eligibility shall include employees hired by the CITY one year prior to adoption of this Plan.

2. **DURATION OF LEAVE:** Vacation leave will be granted as stipulated in the individual contracts entered into by the City of Poughkeepsie with the Patrolmen’s Benevolent Association, Local 596 International Association of Fire Fighters, City of Poughkeepsie Unit, Dutchess County Local, Civil Service Employees Association, and any other group that may be recognized by the Common Council in the future. For the first five years of employment, vacation will be after the anniversary date of employment. If a department head feels that due to peculiarities of certain positions it is to the advantage of the department to permit an employee to take vacation prior to anniversary date, the department head may request same in writing to the City Administrator. In such instance the employee must have completed nine months of service. After completion of five years of service, an employee may take vacation leave after the first day of January each year insofar that it does not conflict with seniority rights as outlined in Paragraph 4.

3. **ACCRUED VACATION:** In the event an employee does not elect to take full vacation in one calendar year, that employee will be permitted to accrue not over one week for any following year.

4. **METHOD OF ASSIGNING VACATION LEAVE:** Vacation leave will be granted on a seniority basis by department heads insofar that it does not conflict with efficient operation of the department. In the event a department has more than one employee performing similar duties, only those employees will be permitted to take vacation at one time which will insure efficient operation of that department. However, seniority will be the determining factor as to priority of vacation. Employees transferring within the several departments of the City Government will carry their seniority from one department to another and such seniority will be used by the department head in determining the seniority of employees in that department.

5. **REQUEST FOR VACATION LEAVE:** Employees entitled to vacation leave and requesting same shall submit such request to their superior on forms provided not less than four weeks prior to the first day of vacation. The department head will submit the approved request to the personnel officer immediately upon approval. Due to the detail work required to process vacation leave, failure to submit request with the time specified may disqualify pay in advance.
Salary in advance will be paid only when employees eligible for three or four weeks vacation take full vacation at one time.

6. **COMPUTATION FOR VACATION LEAVE CHECKS:** Vacation leave will be paid on one check. However, deductions will be computed on an individual week basis.

7. **RETIRED AND DECEASED EMPLOYEES ELIGIBILITY FOR VACATION LEAVE:**

(a) Employees retiring from service with the CITY shall be allowed to accrue vacation leave prior to day of retirement. However, the Personnel Department should be consulted as to computing this time in determining date of retirement.

(b) Accrued vacation of employees dying while in the service of the CITY shall be paid to the legal heirs of the deceased employee, computed on a pro-rata basis from anniversary date of appointment if demise is within first five years of employment. After five years, the time will be computed from January 1st. In each instance, accrued vacation leave from prior years will be added and any vacation leave take will be deducted.

8. **ELIGIBILITY OF EMPLOYEES RESIGNING FROM SERVICE:** Employees resigning from service with the CITY will be eligible for unused vacation leave as appearing on the employee’s records in the Personnel Department including accrued vacation from prior years.

9. **ELIGIBILITY OF EMPLOYEES ABSORBED BY OTHER GOVERNMENT AGENCIES:** Employees whose positions are absorbed by other governmental agencies shall be eligible for accrued vacation due them prior to their transfer. However, if for some reason it is impossible for these employees to take their accrued vacation prior to the transfer, the CITY will pay the employees for their accrued vacation computed from the first working date after severance from CITY service.

10. **VACATION LEAVE DISCHARGED EMPLOYEES:**

(a) Employees discharged from service with the CITY due to abolition of a position will be eligible for accrued vacation due at the date of discharge.

(b) Employees discharged from a position because of personal reasons will not be eligible for accrued vacation leave.

11. **AUGMENTING VACATION LEAVE:** Other types of leave will not be permitted to be used to augment vacation leave with the exception of compensatory time provided for elsewhere in this Plan. However, employees who have used up sick leave time and who are determined to be sufficiently incapacitated to return to work, may apply accrued vacation leave for additional time.
12. **FAILURE TO REPORT FOR DUTY AFTER VACATION LEAVE:** Employees who fail to return the first working day after vacation shall not be paid for that day and all succeeding days unless they formally notify their superior in writing as to the reason for their inability to return to work. In the event the employee is not able to personally notify his superior, he will designate some person to notify his superior for him. If due to extenuating circumstances it is impossible for the employee or another person to report, this will be taken into consideration when the employee is capable of reporting his reason for inability to work. Employees who are determined to be capable to return to work and who do not report within ten (10) working days from last day of vacation will be deemed to have resigned from their job and will be stricken from the CITY roster.

13. **ACCRUAL OF VACATION TIME ON DISABILITY TIME OFF:** Vacation time will accrue for the first six months while under disability time off under Section 207-a and 207-c of the General Municipal Law or under Workers Compensation.

14. **NON-ACCRUAL OF VACATION LEAVE DURING SUSPENSION:** Employees suspended from duty will forfeit all accrued vacation time at time of suspension. Upon reinstatement to the job, all vacation leave accrued at time of suspension will be reinstated to his credit.

**SICK LEAVE**

1. **ACCRUAL OF SICK LEAVE:** Sick leave will be accrued at the rate of one working day per month commencing upon appointment in permanent, provisional or probationary employment. Persons employed in temporary part-time and seasonal employment will not accrue sick leave. Employees hired on a temporary appointment and on full working week basis and who are retained over one year shall be credited sick leave on the same basis as permanent employees. Sick leave taken during first twelve months will be without pay.

2. **ACCREDITED SICK LEAVE:** Employees who are absent due to illness must notify their superior not later than one hour of the start of the working day, except where shifts are involved, then a minimum ½ hour prior notice must be given. In the event the employee is unable to personally notify his superior, he must designate some person that may be contacted to determine the reason for his absence. In the event the employee fails to notify or to have his superior notified of his reason for absence, that day and all subsequent days of sick leave will be without pay until such time as the employee notifies or causes to have his superior notified of his inability to report for work due to illness and such reason is accepted by the department head. Time taken off by an employee as accredited sick leave shall be construed to also cover illness to an immediate family member, i.e., husband, wife, or children. The employee may also elect to use vacation time for this purpose. In the event no notification is received from the employee after three (3) working days, the employee goes to the bottom of the seniority list and if no notification is received after the tenth (10th) working day, the employee will be deemed to have resigned and will be removed from the roster.

3. **DOCTOR’S CERTIFICATE:** No Doctor’s Certificate will be required of employees on sick leave for the first two (2) days of sick leave. However, the CITY reserves the right to have its delegated physician visit the employee at his residence or in a hospital after the first day to
verify the employee’s incapacitation. A Doctor’s Certificate will be required of an employee on sick leave over two days duration before that employee is permitted to return to work. Such certification shall indicate the nature of the illness and the capability of the employee to resume his duties. Department heads or their delegated subordinates shall not permit the employee to resume his duties until receipt of this certificate. This certification will be forwarded to the Personnel Department for inclusion in the employee’s file. Days lost due to failure to provide a Doctor’s certificate will be without pay; however, such time will not be charged against sick leave.

4. **CHRONIC SICK LEAVE:** In the event an employee is repeatedly on sick leave for one or two days which does not require a Doctor’s Certificate, the department head or his delegated subordinate will require the employee to have a physical examination to determine his physical fitness to perform his assigned duties. In the event no such action is taken by the department head or his subordinate, the Personnel Department will require this examination of the employee after duly notifying the department head and the City Administrator. If, after the examination, it is determined that the employee has no physical reason for repeated absence, he will be advised in writing that continuance of the practice will make him liable for discharge. Department heads will deny annual salary increment or longevities for this reason.

5. **DISALLOWED SICK LEAVE:** Employees resigning or who are discharged from the service for any reason will not be allowed any portion of sick time accrued.

6. **ACCRUAL OF SICK LEAVE WHILE ON OTHER LEAVE:**
   (a) Leave of Absence: Sick leave will not accrue.
   (b) Sick Leave: Sick leave will not accrue.
   (c) Vacation Leave: Sick leave will accrue while employee is on vacation. However, when employee elects to use vacation leave to augment sick leave, sick leave will not accrue.
   (d) Disability Leave: Sick leave will accrue during the first six (6) months, while the employee is under disability time off under Section 207-a and 207-c of the General Municipal Law and Worker’s Compensation.
   (e) Leave for Injury or Illness in Line of Duty: Employee incapacitated for those reasons will receive only Workers’ Compensation or benefits under Section 207-a or 207-c of the General Municipal Law and sick leave will accrue for the first six (6) months.
   (f) Leave for Injury or Illness Arising from Outside Employment: Employees accepting outside employment will not eligible for sick leave due to any disability incurred during this employment. However, the employee may elect to take vacation time accrued.

**PERSONAL LEAVE:** All full time employees, including provisional and probationary will be allowed three days of personal leave in one calendar year, at such time as the employee requests. Unused personal leave from one year may not be carried over to the next year. Personal leave is allowed employees to permit them to attend personal affairs that cannot be attended to outside of working hours. Appointments for beauty parlor, barber, dental, medical, etc. will not be permitted during working hours except in case of emergency. The employee may
elect to substitute their lunch hour for time off. Employees not electing to substitute lunch hour will be charged one-half day of personal leave time off.

JURY DUTY: Employees serving on jury duty will receive their normal rate of pay while on jury duty. However, the employee must notify his superior of his selection to serve in order that the normal routine of the department will not be affected.

FUNERAL LEAVE: Employees in all categories will be allowed five (5) days with pay for reason of death in the immediate family. Immediate family includes husband, wife, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law and grandparents. Funeral observance of other members of the family will be limited to one day charged against personal leave. Employees using over five days for funeral leave will have additional time deducted from personal leave. Group visits to funeral homes will not be permitted during working hours. Department heads may delegate two employees from the department to represent the department during the funeral service of one of their fellow employees.

COMPENSATORY TIME OFF: Employees on salary basis who are required to work overtime and are not paid for this overtime, will be permitted to take compensatory time off equivalent to the overtime worked. However, the employee must advise his superior of his intent to work the overtime and the reason necessitating such overtime; and such overtime shall be approved by the department head. The department head may request this overtime and will allow the employee to take equivalent amounts of time off, convenient to the efficient operation of the department. This time must be taken within one year of the accrual of this time. This section does not apply to the department heads.

MILITARY LEAVE: Military leave will be granted with pay to employees where applicable and in accordance with Federal and State authorization but such time is not to exceed thirty (30) days in one calendar year. Pay will not be granted unless certified military orders are presented to the Personnel Department well in advance of start of leave. Pay will not be made in advance in this instance.

LUNCH HOURS: Each employee is entitled to time for lunch but such time is not to exceed one hour. Where certain activities require personnel to be on duty continuously during working hours, the staff will be required to stagger lunch hours at the discretion of the department head.

OTHER TIME OFF: Although “coffee breaks” are not considered as formal time off but are in most instances condoned, it is necessary to stipulate the time allowed for this purpose is not to exceed ten (10) minutes away from the employee’s duties in each the A.M. and P.M. shifts. These breaks must be arranged so that the department will be covered at all times. It will be the responsibility of the department head to control this practice and to disallow it if he finds it is being abused.

LEAVE OF ABSENCE: Leave of absence shall mean permissive absence without pay maybe granted to employees for such reason as extended illness after sick leave has been used up, maternity leave, etc. Maternity leave will be granted for six (6) months including time to and after birth of child. No female employee shall be permitted to work after six months in pregnancy. Request for such leave must be filed with the department head for submission to the
City Administrator for his approval and in sufficient time to recruit temporary help to fill the position. These leaves of absence will be reviewed periodically for determination to continue or discontinue. In the event, it is decided to terminate the leave, the employee must be notified in writing. The employee may request a hearing for reconsideration of leave.

**AUTHORIZATION OF CITY TRAVEL:**
(1) Employee will be allowed to attend conferences and meetings pertinent to their individual duties with the City. However, authorization to travel under these conditions must be by request to the City Administrator at least two weeks before leaving for the conference or meeting and then only on the City Administrator’s approval. The time necessary to travel to attend the session and to return to duty will be with pay. Expenditures must be within budgetary allowance.

(2) Expenditures approved by the City while attending such conference or meetings will be round trip to and from location of conference (mileage will be allowed at $.10 per mile if personal car is used), taxicab fares, tolls, meals, hotel bills, (only on submission of receipted bill), tips and registration. Expenditures must be submitted on approved vouchers available at the Department of Finance. Where members of employee’s family travel with them, the City will pay only the employee’s share of the cost.

**FAILURE TO REPORT ABSENCE FROM DUTY:** Employees failing to report in for any reason for absence from duty within ten (10) working days will be considered as having resigned their position and will be dropped from the roster.

**OFFICIAL HOLIDAYS:** The official holidays will be: New Year’s Day, Martin Luther King Day, Washington’s Birthday, Decoration Day, Fourth of July, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day and Good Friday. If the official holiday falls on Sunday, the Monday following will be given off. If the official holiday falls on Saturday, the Friday immediately prior to that will be given off. Employees who are required to work on any of the above listed holidays to maintain the efficient operation of City facilities, will be granted compensatory time off at the discretion of the department head. No compensatory time off will be allowed if a holiday falls during a period when the employee is on sick or injury leave. However, if an employee is on vacation leave when one of the holidays occur, that employee may extend his vacation time an equivalent number of days at the end of his vacation time to compensate for holiday lost.

**EXCEPTIONS:**

(1) **POLICE DEPARTMENT:** All provisions of this Plan shall apply to the Police Department except those provisions which are inconsistent with the provisions of the contract entered into by the City of Poughkeepsie and the Patrolmen’s Benevolent Association in which case the provisions of that contract shall take precedence. Employees of the Police Department not considered performing policemania duties will be included under “Other Employees”, item 3.

(2) **FIRE DEPARTMENT:** All provisions of this Plan shall apply to the Fire Department except those provisions which are inconsistent with the provisions of the contract entered into by the City of Poughkeepsie and the Local 569, International Association of Fire Fighters in which case the provisions of that contract shall take precedence. Employees of the
Fire Department not considered performing firemanic duties will be included under “Other Employees”, Item 3.

(3) **OTHER EMPLOYEES:** All provisions of this Plan shall apply to other employees of the City of Poughkeepsie except those provisions which are inconsistent with the provisions of the contract entered into by the City of Poughkeepsie and the City of Poughkeepsie Unit, Dutchess County Local, Civil Service Employees Association, Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, in which case the provisions of that contract will take precedence.