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**Contract Database Metadata Elements**

Title: **Pelham, Village of and Pelham Firemens Taylor Act Committee (2002)**

Employer Name: **Pelham, Village of**

Union: **Pelham Firemens Taylor Act Committee**

Local:

Effective Date: **06/01/02**

Expiration Date: **05/31/05**

PERB ID Number: **7714**

Unit Size: **9**

Number of Pages: **12**

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**ORIGINAL**

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE VILLAGE OF PELHAM  
AND  
THE PELHAM FIREMEN'S TAYLOR ACT COMMITTEE  
EFFECTIVE  
JUNE 1, 2002 THROUGH MAY 31, 2005

## AGREEMENT

Agreement made and entered into the 21<sup>st</sup> day of December, 2004 by and between the VILLAGE OF PELHAM (hereinafter referred to as "Employer") and the PELHAM FIREMAN'S TAYLOR ACT COMMITTEE (hereinafter referred to as "Committee") to take effect the first day of June 2002, through May 31, 2005.

### ARTICLE I – UNIT

Section 1: This agreement shall apply to all employees in the Village of Pelham, New York, employed in the classification of firefighter.

### ARTICLE II – RECOGNITION

Section 1: The Committee heretofore having presented appropriate evidence that it represents a majority of the employees in the above unit is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Village of Pelham in determination of the terms and conditions of employment and in respect to the administration of grievances under the Collective Bargaining Agreement herein executed.

Section 2: The Employer agrees that upon presentation of the deduction authorization cards, signed by the individual employees to which the agreement is applicable, it will make monthly deductions and will remit such deductions to the Committee together with a list of employees from whose wages such deductions have been made after the second Monday of each month for which deductions were made.

Section 3: The Committee shall have the right to post notices and other communications on a bulletin board installed on the premises and facilities of the Employer at a location approved by the Employer.

Section 4: An employee who is designated or selected as Committeeman shall be permitted, on notice to the Chief, time off from work in reasonable amounts for the purpose of adjusting grievances and for administration of this agreement.

### ARTICLE III – RECIPROCAL RIGHTS

Section 1: The Committee recognizes the right of the Employer to manage, and the Employer recognizes its responsibility to direct the work force so that the dignity of labor of the individual shall be protected. The Employer and the Committee shall each so administer its responsibilities as to be impartial and fair to all employees and shall not discriminate by reason of nationality, race, creed or sex.

ARTICLE IV – WAGES

Section 1:

Effective June 1, 2002

<u>Firefighter with EMT</u> (represents 3.5% increase)		<u>Firefighter without EMT</u>	
First Grade	\$64,940.95	(4 years)	\$59,217.54
Second Grade	\$55,053.29	(3 years)	\$50,200.73
Third Grade	\$52,079.91	(2 years)	\$47,490.43
Fourth Grade	\$41,389.03	(1 year)	\$37,730.94
Fifth Grade	\$31,078.28	(6 months)	\$28,341.13
Recruit	\$25,305.46		\$23,075.15

Effective June 1, 2003

<u>Firefighter with EMT</u> (represents 3.5% increase)		<u>Firefighter without EMT</u>	
First Grade	\$67,213.88	(4 years)	\$61,290.15
Second Grade	\$56,980.15	(3 years)	\$51,957.75
Third Grade	\$53,902.70	(2 years)	\$49,152.59
Fourth Grade	\$42,837.65	(1 year)	\$39,051.52
Fifth Grade	\$32,166.02	(6 months)	\$29,333.06
Recruit	\$26,191.15		\$23,882.78

Effective June 1, 2004

<u>Firefighter with EMT</u> (represents 3.5% increase)		<u>Firefighter without EMT</u>	
First Grade	\$69,566.37	(4 years)	\$63,435.30
Second Grade	\$58,974.46	(3 years)	\$53,776.28
Third Grade	\$55,789.30	(2 years)	\$50,872.93
Fourth Grade	\$44,336.96	(1 year)	\$40,418.32
Fifth Grade	\$33,291.83	(6 months)	\$30,359.72
Recruit	\$27,107.84		\$24,718.68

Section 2: Salary shall be paid every two weeks rather than bimonthly.

Section 3: Employees hired prior to January 1, 1996 are eligible to eliminate being an EMT. For those eligible employees who eliminate being an EMT, that employee shall revert to a non-EMT salary adjustment as specified in Section 1 at the next payroll date. An employee hired prior to January 1, 1996 who is not an EMT, passes an approved EMT course and earns EMT status, that employee shall be paid according to the EMT salary adjustment as specified in Section 1 at the next payroll date.

Section 4: Fire Inspector: A firefighter fulfilling the responsibility of Fire Inspector shall receive an additional compensation of \$2,000 per annum.

Section 5: Fire Prevention Officer: A firefighter fulfilling the responsibility of Fire Prevention Officer shall receive additional compensation of \$500 per annum.

Section 6: Municipal Training Officer: Effective March 7, 1998 the Municipal Training Officer shall receive additional compensation of \$500 per annum for the training of volunteer fire fighters.

#### ARTICLE V – OVERTIME AND CALLBACK

Section 1: There shall be minimum compensation of one (1) hour of pay for an employee who voluntarily responds to a fire scene. There is no limit on the number of firefighters who respond to structural, vehicle or brush fires. The Chief shall determine the number of firefighters who may voluntarily respond to all other fires or emergencies. Employees shall receive straight time compensation for the first hour or fraction thereafter for voluntary call-backs. For Mutual Aid calls, only three (3) men shall be required to man the firehouse for mutual aid, unless additional calls for mutual aid to be supplied by the Village of Pelham are called in by neighboring jurisdictions. Additional firefighters reporting after the 3-man staffing has been achieved will receive one (1) hour call back pay.

Members called back to work at the direction of the Department shall receive a minimum of two (2) hours of pay at the rate of time and one half (1 ½) his/her regular rate.

Section 2: Overtime shall be paid at the rate of time and a half for all overtime performed on a daily basis where the said overtime is in addition to the regular tour except as defined by Article V, Section 1.

#### ARTICLE VI – HOLIDAYS

Section 1: There shall be thirteen (13) paid holidays whether worked or not as follows:

January 1 <sup>st</sup>	Columbus Day
Martin Luther King's Birthday	February 12 <sup>th</sup>
Washington's Birthday	Election Day
Easter	Thanksgiving Day
July 4 <sup>th</sup>	Christmas Day
Labor Day	Fireman's Birthday
New Year's Eve	

Section 2: The thirteen paid holidays shall be paid for in one lump sum in the first payroll period in December of each year. Effective with the holiday payment of December 1998, holiday pay shall be based on a twelve (12) hour day.

#### ARTICLE VII – VACATIONS

Section 1: The following vacation schedules shall apply:

Less than 1 year	No vacation entitlement
1 year of service	2 weeks
5 years of service	3 weeks
More than 10 years of service	4 weeks; plus 1 day on the anniversary day of the employee

Section 2: Vacation shall be scheduled on a rotating basis

Section 3: Vacation shall be arranged so that a man leaving on vacation does not count his days off after leaving his last tour.

Section 4: Vacation time need not be taken concurrently. Vacation time may be split among the men, at their option, provided that it does not exceed the above vacation schedule.

#### ARTICLE VIII – HOSPITAL, WELFARE AND RETIREMENT

Section 1: Effective December 1, 1984, the Village shall have the right to switch health insurance carriers provided such new carrier provides benefits at least comparable to those being provided by the present health insurance carrier.

Section 2: Effective December 1, 1984, a member of the bargaining unit, at such members option, if the member's spouse's health insurance plan is equal to or better than the Village's health insurance plan, elect to receive additional or no coverage through the Village's health insurance carrier. In the event that the member so elects, the Village shall pay to such member one half (1/2) of the cost of the premiums which the Village would have paid to their carrier for health insurance on said member and the member's eligible dependents.

A member who so elects shall receive such payment in the first pay period in December of each year. Members who, as of November 30 of each year, have elected such cash payment for less than a full year (December 1<sup>st</sup> to November 30<sup>th</sup>) shall be paid the prorated portion of that period for which they elected cash payment.

It is further agreed by the parties that a member who elects to receive cash payments may, at any time by written notice to the Village, elect to receive health insurance coverage paid in full by the Village for such member and the members eligible dependents.

Section 3: A. For new employees hired after January 1, 1990, said employees shall pay fifty percent (50%) of the cost of health insurance provided by the Village for the first six (6) years of employment. Beginning with the seventh (7<sup>th</sup>) year the Village assumes the full cost of the health insurance plan for individual coverage. The employee choosing family health insurance coverage shall be required to pay 25% of the cost differential between family coverage and individual coverage. Each employee shall pay 25% of health and hospital insurance coverage after retirement.

B. Employees of the unit hired between February 1, 1987 and January 1, 1990 shall continue to contribute 50% of the cost of health insurance plan through their fifth (5<sup>th</sup>) anniversary of hire. Upon completion of five (5) years of service they shall receive fully paid health insurance and shall not contribute to the cost thereof.

Section 4: The Village shall pay the full cost of life insurance for each man in the face amount of fifty thousand dollars (\$50,000).

Section 5: The twenty (20) year Retirement plan, covered in the Agreement dated July 28, 1975, between Employer and Committee, which was approved by a resolution of Employer dated August 20, 1975, after a Public Hearing August 20, 1975, a copy of which resolution was filed with the Employees Retirement System, Policeman's and Fireman's Retirement Plan, Gov. Alfred E. Smith Office Building, Albany, New York on August 21, 1975 under code 5.0022 and which Retirement Plan has been in effect since 1975, shall continue in full force and effect, and is hereby recognized, confirmed, and ratified, and made part of the aforesaid Agreement between Employer and Committee, dated, February 1, 1977, which Agreement is effective as of and retroactive to January 1, 1977.

#### ARTICLE IX – SICK LEAVE

Section 1: Sick Leave

1. Effective June 1, 1993, employees shall be granted sick leave at the accrual rate of one (1) day per month for an annual sick leave of twelve (12) days. Sick leave shall be defined as absence from duty by an employee because of his or her sickness, disability or injury not incurred while on duty.

a. Effective January 1, 1997 each sick leave day shall be considered twelve (12) hours, based on a 24-hour tour shift. Each 24-hour tour taken as sick leave shall constitute two (2) sick days.

2. Whenever possible, usage of sick leave will be governed by Section 4.12 of the Department's Rules and Regulations.

3. Sick leave may be accumulated to a maximum of one hundred and twenty (120) days and may be taken as sick leave only.

4. All employees hired prior to June 1, 1993 who require sick leave which necessitates his being absent for a period of time in excess of his accumulated sick leave shall be granted up to twelve (12) additional days sick leave for each year of service prior to June 1, 1993, not to exceed one hundred and twenty (120) days, provided such sick leave is supported by a doctor's note.

5. Employees may, at their sole discretion, give up to six (6) days of their accrued sick days to any other employee who has exhausted all his/her accumulated sick leave time due to a catastrophic illness or injury.

6. Upon written request, employees shall be informed in writing of the amount of unused accumulated sick leave.

#### ARTICLE X – PERSONAL LEAVE

Each employee shall be entitled to forty eight (48) hours of personal leave annually. Said leave shall be approved by the Fire Chief and may not be carried over to a successive year. Application for personal leave must be made in writing to the Chief, or his/her designee, at least five (5) calendar days in advance of the time requested, except for extenuating circumstances.

#### ARTICLE XI – BEREAVEMENT LEAVE

Effective March 7, 1998, each employee shall be entitled to twenty four (24) hours of bereavement leave with pay, in the event of the death of an employee's immediate family as defined herein. Immediate family is defined as mother, father, child, sister, brother, spouse, grandparents, grandchildren, father-in-law and mother-in-law.

#### ARTICLE XII – GRIEVANCE MACHINERY AND ARBITRATION

Section 1: Any dispute arising concerning the interpretation or application of the terms of this contract shall be processed in accordance with the following procedures.

Step 1: A grievance of any employee or employees shall be presented by the Chief Committeeman to the Fire Chief for resolution within twenty (20) days of the alleged occurrence.



Step 2: The grievance shall be presented to the Village Administrator within ten (10) days, if not settled under Step 1.

Step 3: Grievance must be presented to the American Arbitration Association (AAA) no later than fifteen (15) working days after presentation to the Village Administrator.

Section 2: If any question or difference whatsoever shall arise between the parties hereto touching the agreement or any clause or thing herein contained or the construction arising there from, then, and in all such cases, the matter in dispute shall be settled by arbitration in accordance with the then prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator shall be final and binding upon the parties.

### ARTICLE XIII – CLOTHING

Section 1: A clothing allowance shall be provided each year to each firefighter. The allowance is to be expended on dress uniforms and other personal fire fighting clothing not provided by the Village. The Village shall provide initial turn-out gear including helmets, coats and boots, and other fire fighting clothing accessories necessary for the performance of their duties in fire fighting situations. Personal firefighters clothing is defined as “blues” and work uniform. All entering firefighters will receive pro-rata allowance for clothing based on the length of service for the year.

Clothing Allowance shall be in the amount of seven hundred and seventy five dollars (\$775), payable on February 1<sup>st</sup> of each year.

### ARTICLE XIV – LONGEVITY

Section 1: Above and beyond other wage and salary matters addressed in this Agreement, Longevity payments shall be made to all employees covered by this Agreement according to the following schedule, and shall be payable annually by a separate check.

Effective June 1, 2002:

A.	After Five (5) years service	\$175
B.	After Ten (10) years service	\$375
C.	After Fifteen (15) years service	\$525
D.	After Twenty (20) years service	\$800

ARTICLE XV – ATTENDANCE BONUS

Section 1: Effective January 1, 1997 employees covered by this Agreement (1) who are employed for the full calendar year; and (2) who have not been absent for the entire year under worker's compensation, shall receive on or before the second pay period in December an attendance bonus as follows:

Zero (0) days sick during the calendar year	\$1,500
One (1) to three (3) sick days during the calendar year	\$1,150
Four (4) to six (6) sick days during the calendar year	\$ 750

ARTICLE XVI – DUTY RELATED INJURIES  
(GML §207-a)

Employees injured in the line of duty shall be covered as follows:

A. Full salary, longevity, holiday pay, pension contributions, medical insurance contributions, dental insurance contributions and life insurance premium contributions will be paid as specified in this Agreement to any firefighter injured while in the performance of duty after June 1, 1997 as long as the following conditions are met:

1. Notification of such injury is to be made to the Village as soon as possible, but no later than ten (10) days from the date of such injury unless otherwise required by the insurance or Workers' Compensation carrier.

2. The injured firefighter must be in a doctor-approved care or rehabilitation program acceptable to the Village or actively pursuing a disability retirement. The Village must be listed as "an interested party" and a waiver must be signed by the injured firefighter permitting the Village to obtain all medical information relating to the injury from the New York State Retirement System or those making the determination regarding the disability retirement.

3. If after one hundred and eighty (180) days, the medical condition of the firefighter is such that the firefighter cannot undergo rehabilitation or actively pursue a disability retirement because of the effect of the injury, the Village will waive the requirement in Article XVI Section 2. Above. Notification from medical authority acceptable to the Village attesting to such inability must be sent to the Village by certified mail within five (5) business days. These requirements will continue to be waived until such time as the Village receives, in writing, notification from the injured firefighter that the firefighter is able to return to work, able to start a doctor-approved care of rehabilitation program or is actively seeking a disability retirement. Continued certification from the aforementioned medical authority must be sent every thirty (30) days.

4. Vacation, personal days and clothing allowance will be prorated from the start of any duty-related injury. The fifteenth (15<sup>th</sup>) day of each month will be used as the halfway point. Each month will be considered one twelfth (1/12<sup>th</sup>) of a full year's benefit. No overtime pay or educational benefits will be available to the firefighter during the injury period, except for schooling associated with the maintenance and retention of emergency medical technician status by the firefighter. Bereavement leave will not be prorated during the injury period.

5. The Village shall receive periodic written updates, as necessary, informing it of the firefighter's status or progress. No more than sixty (60) days shall transpire between such reports. It will be the responsibility of the firefighter to have the firefighter's doctor provide such information.

6. Any firefighter who fails to comply with any of these conditions will receive only those benefits as provided for in §207-a General Municipal Law.

#### ARTICLE XVII – HOURS OF WORK AND TOUR SCHEDULING

Effective January 1, 1997 the work schedule shall be a 24-hour tour (8:00 a.m. to 8:00 a.m.). With a 24-hour tour, two (2) vacation, sick, or personal days shall equal a day under the previously utilized 10 hour day shift/ 14 hour night shift tour schedule. The Village reserves the right to return to a 10 hour/ 14 hour tour schedule, but any schedule modification shall be made effective January 1 of a given year. The Village must provide notice to the Union on or before June 30 that it is exercising its right to return to the 10 hour/14 hour Tour Schedule effective January 1 of the following calendar year. For example, if the Village decided to make the schedule effective January 1, 2005, notice would have to be given to the Union on or before June 30, 2004.

#### ARTICLE XVIII – EDUCATIONAL BENEFITS

##### Section 1: Fire Science Courses

The Village will provide tuition reimbursement for Fire Science courses at accredited institutions provided that approval is received from the Village Administrator before the course begins and that the employee receives a grade of "C" or better. In the event that the course is taken as a pass/fail, the employee must receive a pass grade in order to receive reimbursement.

##### Section 2: Fire Training

Employees will be paid straight time while attending State approved training courses pursuant to authorization of the Village Administrator and Fire Chief.

#### ARTICLE XIX – DENTAL INSURANCE

Section 1: Effective March 7, 1998 the Village will contribute three hundred dollars (\$300) annually per individual for any employee enrolled in the Village's dental

carrier. For other employees not enrolled with the Village's dental carrier, each will continue to receive one hundred dollars (\$100) as an in lieu payment payable the first week of December each year.

#### ARTICLE XX – DRUG TESTING POLICY AND PROCEDURE

The Department's Drug and Alcohol Reasonable Suspicion Policy agreed to between the Department and the Union is set forth in Chapter 11 of the Department Rules and Regulations.

#### ARTICLE XXI – ANNUAL PHYSICAL EXAMINATION

Section 1: The Village and the Union each recognize the importance and responsibility of a firefighter being physically fit for the performance as a Village firefighter, the safety of each firefighter and the public. A joint Village – Union committee shall be established to develop a policy and procedure for the annual physical examination requirements, including the requirement of passage of the annual physical examination. Any agreement reached as a result of the joint committee must be ratified by each party. The Village and Union each desire completion of the physical examination policy and procedure on or about September 15, 1998.

#### Section 2: Work Hardening Program

Upon returning from an extended illness or injury, a firefighter may be required to enter a temporary and transitional program designed to insure that the firefighter has returned to a level of physical fitness appropriate for return to active duty. This program would take place at a facility selected by Village, and all costs related to the program would be the responsibility of the Village. All time spent in the program by a firefighter would be fully compensated by the Village.

#### ARTICLE XXII – OTHER PROVISIONS

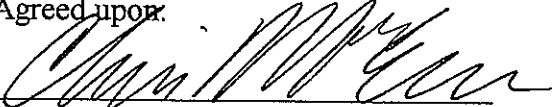
Section 1: The parties agree that all terms and conditions of employment are set forth in this collective bargaining agreement and the Department's Rules and Regulations. Insofar it does not conflict with a specific provision of this collective bargaining agreement or the agreed to Rules and Regulations, previous practice shall be maintained as heretofore pursuant to the Regulations of the former First Fire District, Town of Pelham.

Section 2: Effective March 7, 1998, the Village agrees to man the firehouse with three (3) firefighters at all times.

ARTICLE XXIII

Section 1: This Agreement shall be effective June 1, 2002 and continue to May 31, 2005.

Agreed upon:

  
IAFF President Christopher McCann

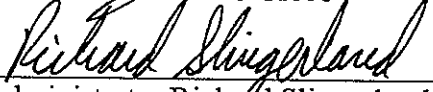
  
IAFF Vice President Michael Leak

  
IAFF Secretary Vincent D'Onofrio

  
IAFF Treasurer Paul Valenti

  
Mayor Michael J. Clair

  
Trustee Liaison Ciro Greco

  
Administrator Richard Slingerland

Date: May 9, 2005

Date: March 1, 2005