

AGREEMENT BETWEEN

CITY OF BEACON
AND
BEACON PERMANENT
FIREMEN'S ASSOCIATION, INC.
LOCAL 3490

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
(IAFF) AFL-CIO

January 1, 2021 – December 31, 2025

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AGREEMENT effective the first day of January 2021 is made by and between the CITY OF BEACON, NEW YORK, a municipal corporation (hereinafter variously referred to as the “City”), and BEACON PERMANENT FIREMEN’S ASSOCIATION, INC.; LOCAL 3490 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) AFL-CIO a membership corporation, duly organized and existing under and by virtue of the State of New York (hereinafter referred to as the “Association”)(each, a “Party”; together, the “Parties”).

PREAMBLE

The Employer and the Association recognize that they have a common responsibility and objective and declare their mutual intent to work together for the benefit, health and welfare of the citizens of the City of Beacon, New York.

ARTICLE I

UNIT AND RECOGNITION

This Collective Bargaining Agreement (“Agreement”) shall apply to the Employees of the City employed as firefighters (hereinafter referred to as “Employee(s)”). The City hereby recognizes the Association as the exclusive bargaining representative of all Employees for the purpose of collective negotiations with the City in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under this Agreement.

ARTICLE II

BULLETIN BOARDS

The Association shall have the right to post meeting notices and other communications concerned with the conduct and administration of Association business on bulletin boards maintained on the premises and Facilities of the City. Such material for posting shall be submitted to the City Administrator three (3) working days before posting for review and approval. A representative for the Association and two (2) other Employees officially designated Association Representatives, all of whose names shall be registered with the City Administrator, shall have the right of visitation upon the City’s facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement, providing however, there shall be no interference with normal operations as a result of such visits.

ARTICLE III

ASSOCIATION ACTIVITIES

Employees who are designated or selected as Association Representatives shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances. However, before the Association Representative leaves their regular job duties, permission shall be sought from the full-time paid Fire Chief or the Fire Chief’s designee, as approved by the City Administrator. In the event there is no full-time paid Fire Chief, the City Administrator shall appoint a designee to act in their place until a new full-time Fire Chief is appointed. The time for questions involving administration of this Agreement and for the negotiation of successive agreements shall be set by mutual agreement with the City Administrator and/or the City Administrator’s designee(s) and the Association Representative(s).

ARTICLE IV

SALARIES

Effective, January 1, 2021, the City shall create two (2) new Lieutenants' positions. The base salary for these positions shall be ten percent (10%) above the base salary indicated for a firefighter in the fifth year of employment. The Fire Chief, upon approval from the City Administrator, shall create and post the schedule for the Lieutenants positions.

Effective January 1, 2022, the City shall create two (2) new Lieutenants' positions (for a total of four (4) Lieutenants), following the posting of the Civil Service Test Results.

Should a Lieutenant not be available to work a Lieutenant shift, the shift shall be filled by an Employee who meets the qualifications of a Fire Lieutenant as set forth by the Dutchess County Human Resources Department. Employees working out of title as Lieutenant shall be paid for the shift with the additional pay provided to Lieutenants.

Section 1.

The annual wage rate to be paid to each Employee covered by this Agreement shall remain the same as the prior year and be as follows on the date indicated:

| | |
|----------------------|----------|
| EFFECTIVE | 01/01/21 |
| | |
| 1ST YR OF EMPLOYMENT | \$56,606 |
| | |
| 2ND YR OF EMPLOYMENT | \$62,642 |
| | |
| 3RD YR OF EMPLOYMENT | \$64,553 |
| | |
| 4TH YR OF EMPLOYMENT | \$66,132 |
| | |
| 5TH YR OF EMPLOYMENT | \$69,224 |

Section 2. Step classification shall be effective on the anniversary date of each Employee's employment.

Section 3. In addition to the salary schedule hereinabove set forth, Employees shall receive longevity salary payments in accordance with the following longevity salary:

Five hundred dollars (\$500.00) per year beginning with the anniversary date of each Employee's seventh (7th) year of employment.

An additional five hundred dollars (\$500.00) per year beginning with the anniversary date of each Employee's tenth (10th) year of employment, for a total of one thousand dollars (\$1,000) per year.

An additional five hundred dollars (\$500.00) per year beginning with the anniversary date of each Employee's fifteenth (15th) year of employment, for a total of one thousand five hundred dollars (\$1,500) per year.

An additional five hundred dollars (\$500.00) per year beginning with the anniversary date of each Employee's eighteenth (18th) year of employment, for a total of two thousand dollars (\$2,000) per year.

In no event shall longevity salary payments to an Employee exceed two thousand dollars (\$2000.00) per year.

Section 4. Employees who are called in to attend and/or perform Beacon Fire Department ("Department") business, when not scheduled to work, shall be compensated for a minimum of four (4) hours; after four (4) hours, they will be compensated for hours actually worked. Call-in is defined as causing an Employee to come in to work with less than twenty-four (24) hours' notice. Employees called in for an emergency shall be compensated at a rate of time and one half.

Section 4B. The full-time paid Fire Chief or the Fire Chief's designee, as approved by the City Administrator, shall schedule non-emergency overtime. Employees who are scheduled by the full-time paid Fire Chief or the Fire Chief's designee, to do non-emergency, Department work shall be paid as follows: When the hours worked are continuous to the Employee's shift or scheduled with seven (7) days' notice, the employee will be paid in one-hour increments for the time worked at the appropriate rate. When the hours worked are not continuous to the Employee's shift or are scheduled with less than seven (7) days' notice, the Employee will be compensated for a minimum of two (2) hours after which Employee will be paid for the actual time worked.

For the purpose of this section, non-emergency work shall be defined as a situation in which at least twenty-four (24) hours' notice is given to the Employee being called in.

Section 4C. Employee's hourly rate will be calculated by dividing their regular base annual salary by two thousand eighty (2080) hours.

Section 4D. The salary provided for Employees is based upon a regular forty-two (42) hour work week. In each week that an Employee works more than forty-two (42) hours, but less than fifty-three (53) hours, such Employee shall be paid for overtime on a straight time basis. Employees working more than fifty-three (53) hours per week shall be paid overtime at the rate of time and a half based upon the foregoing straight time computation. The City shall comply with the federal Fair Labor Standards Act.

Section 5. Each employee covered by this Agreement shall maintain a New York State Emergency Medical Technician ("EMT") Basic certification and shall receive two thousand dollars (\$2,000.00) in the first pay period in June of each year for that certification. The Employee shall be responsible for any other costs associated with maintaining that certification.

Effective January 1, 2021, the City shall suspend payment of the two-thousand-dollar (\$2,000.00) EMT stipend, described above, for the years of 2022, 2023, 2024, and 2025.

Effective December 31, 2025, the suspension of the EMT stipend shall sunset.

Section 6. Hours paid under Section 4 and 4B may be paid specified or accrued, at the option of the Employee, as compensatory time. The Employee shall notate on the weekly time sheet if it is the Employee's preference to be paid for or to accrue these hours. Said time shall be used within the calendar year that it was

accrued and be used in one-hour increments. The use of any accrued compensatory time shall be scheduled with the approval of the full-time paid Fire Chief or the Fire Chief's designee, as approved by the City Administrator. Each employee shall also have the option of converting twelve (12) hours of leave to compensatory time for use as described above. Compensatory time not used or scheduled for use by December 1 of each year will be paid to the Employee in the last pay period of the year. Hours worked under this section will be compensated for at the appropriate rate for the hours actually worked.

Section 7. Whenever an Employee of the Department hired after the ratification of this Agreement by the City and the Association, who has attended a fire training school/program, the expense of which was borne by the City, terminates employment with the City and commences employment with any other municipal corporation within three (3) years of such Employee's graduation from fire training school/program, such Employee shall reimburse the City all expenses, including, tuition, enrollment fees, books, and the cost of transportation to and from training school/program as follows: on a pro rata basis, to be calculated by subtracting the number of days in the three (3) years following the date of the member's graduation from the training school/program and the date of the termination of employment with the City (which paid for such training), and multiplying the difference by the per diem cost of such expenses, to be calculated by dividing the total cost of such expenses by the number of days in the three (3) years following the date of the Employee's graduation.

Section 8. All Employees are required to receive their salary, and all other payments due under the Agreement, via direct deposit.

ARTICLE V

UNIFORM ALLOWANCE

Each Employee shall be paid an annual uniform allowance of six hundred dollars (\$600.00), payable in two installments: February 1st, three hundred dollars (\$300.00) and August 1st, three hundred dollars (\$300.00). It shall not be necessary for the Employees to present receipts in order to receive such payments.

Effective January 1, 2022, there shall be no annual uniform allowance for the years of 2022, 2023, and 2024.

Effective January 1, 2025, the City shall resume paying the uniform allowance of six hundred dollars (\$600.00), as described above.

ARTICLE VI

HOLIDAYS

Section 1. Each Employee shall have the following paid: The first (1st) day of January known as New Year's Day; the twelfth (12th) day of February known as Lincoln's Birthday; the third (3rd) Monday in February known as Washington's Birthday; Good Friday; the fourth (4th) day of July, known as Independence Day; Labor Day; Memorial Day; Veteran's Day; the fourth (4th) Thursday in November, known as Thanksgiving Day; the day after Thanksgiving; the twenty-fifth (25th) day of December, known as Christmas Day; and the second (2nd) Monday in January known as Martin Luther King, Jr. Day. Each holiday listed above is equal to twelve (12) hours of leave.

Section 2. The Employee may choose to be paid for the holiday at the applicable rate in lieu of taking it. To take advantage of this option, an Employee shall notify the full-time paid Fire Chief or the Fire Chief's designee, as approved by the City Administrator, by October 1 of the year the holidays are accrued. The City shall pay for these holidays in the first pay period in December.

Section 3. If an Employee discontinues City employment for any reason before the end of the calendar year, the value of any holidays taken that have not yet occurred shall be deducted from the Employee's final paycheck or otherwise reimbursed.

Section 4. A new hire is only entitled to the holidays falling after Employee's date of hire.

ARTICLE VII

SICK LEAVE

Section 1. Employees shall be entitled to one hundred twenty (120) hours sick leave per year accumulative to a maximum of two thousand four hundred sixty (2,460) hours.

Section 2. Upon retirement, each Employee shall receive as additional pay to be deemed a part of Employee's salary in their final year of employment, a sum equivalent to one-half (1/2) of their accumulated but unused sick leave hours. Such payment shall be at the Employee's rate of pay on the date payment is made.

Section 3. After forty-eight (48) consecutive hours of sick leave or where there is a pattern of sick leave abuse, the City Administrator may require a doctor's note supporting the absence.

Section 4. Effective January 1, 2021, an Employee using twenty-four (24) or fewer sick hours during a calendar year shall be entitled to the payment of a bonus of one thousand dollars (\$1,000.00) by February 1 of the following year. An employee using forty-eight (48) or fewer sick hours during a calendar year shall be entitled to the payment of a bonus of five hundred dollars (\$500.00) by February 1 of the following year. This provision shall not apply to Employees who are out of work due to General Municipal Law Section 207-a or Workers' Compensation and/or long-term sick leave for more than four (4) months.

Section 5. Each Employee covered by this Agreement may sell back up to twenty-four (24) hours of sick leave at that Employee's hourly rate at the time of payment. The Employee shall have at least four hundred eight (408) hours of sick leave accrued and request the payment by October 1 for payment the following January.

Section 6. Vacation, personal and holiday leave time shall only be taken in full tour of duty increments. Sick leave time may be taken in hourly increments provided a replacement Employee is secured by the Employee taking sick leave.

ARTICLE VIII

VACATIONS

Section 1. Employees shall receive the following vacation:

| <u>Years of Service</u> | <u>Hours of Vacation</u> |
|------------------------------|--------------------------|
| After one year of employment | 84 |

| | |
|----------------------------------|-----|
| After five years of employment | 120 |
| After ten years of employment | 168 |
| After twelve years of employment | 204 |
| After twenty years of employment | 240 |

Section 2. Every effort shall be made to schedule time off when requested. Leave shall be scheduled based on needs of the Department.

Section 3. Forty-eight (48) hours of leave may be carried over each year without the authorization of the City Administrator.

Section 4. Vacations shall be established for each calendar year by November 15th of the year prior. The vacation schedule shall consist of two (2) available vacation spots for each. Employees shall pick based on seniority. The Employee may sign anywhere on the schedule that is available, so long as no more than one (1) Employee from the same shift is on vacation at the same time, for the purpose of scheduling vacation only. Employees will have four (4) working days to sign the schedule after the Employee ahead of them has signed. If that Employee has not signed in the allotted time, the Employee will drop to the last signing option. Each Employee shall schedule one half (½) of their vacation time accrual. If an Employee has an odd number of days/hours, for the purpose of this section only, the time will be rounded down. No more than ninety-six (96) consecutive hours of vacation leave shall be scheduled. All vacation time shall be taken in the calendar year during which the Employee becomes entitled thereto, as modified by Section 4 of this Article. Any Employee failing to use such vacation leave at the time and in the manner described herein may be subject to discipline at the discretion of the Fire Chief. Any variations in the above schedule shall be at the Fire Chief's sole and unfettered discretion which shall not be used as past practice in any proceeding.

ARTICLE IX

HOSPITALIZATION

Section 1. The Parties agree that the City shall replace the current coverage options (NYSHIP and MVP) with the Empire Blue Cross Blue Shield (the "Empire BCBS") plans, with Employees choosing either the PPO copay plan or the High Deductible ("HDHP") plan. For Employees hired prior to January 1, 1992, the City shall pay one hundred percent (100%) of the costs of their health insurance premiums. For Employees hired after January 1, 1992 and who enroll in the Empire Blue Cross Blue Shield (the "Empire BCBS") plans, either the PPO copay plan or the High Deductible ("HDHP") plan, the City shall pay eighty percent (80%) of the health insurance premium. The City agrees to offer the NYSHIP plan then in effect to all Employees provided, however, that the difference in the total premiums between the lowest premium being paid for the BCBS plans and the premium cost of the NYSHIP plan (not just the Employee's percentage) shall be borne solely by the Employee selecting the NYSHIP plan (e.g. BCBS premium = \$1,000/mo.; NYSHIP premium = \$1,500/mo.; total cost to employee is 20% of \$1,000/mo. plus \$500/mo.). In the event the total annual cost of premiums for the two (2) Empire BCBS options exceed the cost of the premiums for the then existing NYSHIP plans based on a three-year rolling average (the current year plus the 2 previous years) the City reserves the right to switch back to NYSHIP in order to save premium costs for the City and the Employees, so long as the benefits are comparable to the existing plan.

The City shall fund a Health Reimbursement Account ("HRA") for all participants of the BCBS HDHP medical plan. The City shall contribute fifty percent (50%) of the yearly maximum in-network deductible to the HRA and allow for balance rollovers as long as the participant remains in the HDHP medical plan. The fifty percent (50%) contribution to the HRA shall be made for each of the first three (3) years of an Employee's

participation in the HDHP medical plan. In year four (4) and thereafter, the City shall contribute to the HRA either fifty percent (50%) of the maximum yearly in-network deductible or the amount needed to replenish the HRA to one hundred fifty percent (150%) of the maximum in-network deductible, whichever is less. The HRA shall be forfeited if either the Employee's employment is terminated or if the Employee is no longer enrolled in the City sponsored HDHP medical plan. The City agrees to offer the NYSHIP plan currently in effect to all Employees provided, however, that the cost of the difference in the total premiums between the NYSHIP offering and the lowest cost offering for the Empire BCBS plans (not just the Employee's percentage) shall be borne solely by the Employee selecting the NYSHIP plan. In the event the total annual cost of premiums for the two (2) Empire BCBS options exceed the cost of the premiums for the then existing NYSHIP plans based on a three-year rolling average (the current year plus the two (2) previous years) the City reserves the right to switch back to NYSHIP in order to save premium costs for the City and the Employees, so long as the benefits are comparable to the existing plan.

See Appendix "B" for further detail.

Section 2. Effective January 1, 2000, the City agrees to pay the following percentage of the cost for Dental Plan:

Sixty-two percent (62%) for Employee with eligible dependent(s)

Sixty-seven percent (67%) for Employee without eligible dependent(s)

Section 3. The City shall provide to retirees the same health benefits as are provided to active Employees as may be changed by this or subsequent agreements.

Upon retirement, all non-Medicare eligible retirees shall have the option of staying in the plan they were in during active service for the City, or switching to a different plan then being offered by the City. Employees hired on or after January 1, 1992 shall pay twenty percent (20%) of the health insurance premium plus any difference in NYSHIP premiums as described in Section 1 above. Employees hired on or after January 1, 1995 who retire from the City shall receive individual health insurance coverage, in retirement, in either the Empire PPO or Empire HDHP plan. In the event an Employee with single coverage elects to enter a NYSHIP single retirement plan, the Employee shall be responsible to pay the difference in the total premiums between the lowest premium being paid for the BCBS plans and the premium cost of the NYSHIP single plan (e.g. BCBS single premium = \$1,000/mo.; NYSHIP premium = \$1,500/mo.; total cost to Employee \$500/mo.). In the event an employee elects NYSHIP family/dependent coverage, the Employee shall pay the difference between the lowest BCBS single plan and the NYSHIP family coverage (e.g. BCBS single premium \$1,000/mo.; NYSHIP family/dependent premium \$2,000/mo.; total cost to employee = \$1,000/mo.). All Employees hired after the date of ratification of this Agreement ("New Employees") who are Medicare eligible for any reason shall enroll in the Medicare Advantage Plan then in effect. Prior to Medicare eligibility, all Employees shall have the option of any of the plans offered by the City while employed. Upon retirement, all Employees shall have the option of retaining dependent coverage provided they pay the difference between the cost of individual and dependent premiums (and the cost associated with NYSHIP coverage as described above). All current Employees (hired prior to January 1, 2018) who retire (or who are currently retired) and who are eligible shall be entitled to enroll in the Medicare Advantage Plan at their option and shall receive an unrestricted HRA payment of \$900/yr. for qualified medical, dental and/or vision expenses.

Effective January 1, 2021, all Employees who retire after the ratification of this Agreement, shall pay twenty percent (20%) of the, individual or family, health insurance premium plus any difference in NYSHIP premiums as described in Section 1 above.

The Association agrees to allow the City to change health care plans upon presentation of a new plan and approval by the Association.

Upon retirement, Employees may use and deplete accumulated sick time to be allocated towards their share of retiree health care premiums. The use of accumulated sick leave towards retiree health insurance premiums shall reduce any accumulated sick leave dollar for dollar. The unused accumulated sick leave shall be held by the City in escrow and shall provide no interest to the Employee.

See Appendix "B" for further detail.

Section 4. The City shall continue to provide hospitalization and dental benefits comparable to those presently provided, except as modified by this Agreement. The City may change health and dental insurance carriers and/or plans so long as the benefits are comparable to the existing plan. Prior to the change in carriers, the City shall provide the Association with thirty (30) days advance notice.

Section 5. Annually, during the City's open enrollment period, an Employee who provides proof that they are covered by other comparable health insurance may opt out of the above health plans and be entitled to receive a two thousand five hundred dollar (\$2,500) bonus at the end of the following year. During that year, the Employee shall be entitled to return to the City's health plan in the event of a qualifying event. At the end of each year, the returning Employee shall be entitled to receive a fraction of the two thousand five hundred dollar (\$2,500) bonus equal to the fraction of the year the Employee was not covered by the City's health plan.

Section 6. The City shall provide the Empire Blue View Vision at no cost to the Employee.

Section 7. The Parties agree to continue negotiations on blood borne pathogens policies. Every effort will be made to complete those negotiations within six (6) months. Any negotiated settlement will become part of this Agreement.

ARTICLE X

PAY PERIODS

Employees shall be paid weekly on Friday or such other day as convenient to the City on the event a holiday falls on Friday.

ARTICLE XI

PERSONAL LEAVE

Section 1. Employees shall receive forty-eight (48) hours of personal leave, provided, however, that the full-time paid Fire Chief or the Fire Chief's designee, as approved by the City Administrator shall be notified prior to the day of such personal leave and such personal leave shall not adversely affect the operation of the Department.

Section 2. An Employee taking personal leave must notify the full-time paid Fire Chief or the Fire Chief's designee, as approved by the City Administrator, at least twelve (12) hours before taking the leave.

Section 3. Newly hired Employees must be on the payroll forty-five (45) days of the quarter to receive personal leave for that quarter.

ARTICLE XII

LEAVE OF BEREAVEMENT

Section 1. Each Employee shall be entitled to leave of absence with pay for a period not to exceed two (2) consecutive twenty four (24) hour tours in case of the death of a parent, sister, brother, child, spouse, mother-in-law, father-in-law, or grandparent or other member of the family residing with the Employee.

ARTICLE XIII

PENSIONS

Section 1. The City acknowledges that the Employees covered by this Agreement are members of the New York State Police & Fire Retirement System and entitled to the benefits and options therein provided, including the option to retire after twenty (20) years at one-half (½) pay (Section 384-d).

Section 2. The entire contributions of each said Employee to the New York State Retirement Systems and/or New York State Police & Fire Retirement System shall be borne by the Employer.

Section 3. Effective January 1, 1980, the City shall pay the full cost of Disability Insurance coverage of each Employee.

Section 4. Effective on the date of full execution by the Parties, the City shall implement Section 384-e of the New York State Police & Fire Retirement System Act.

ARTICLE XIV

TRAINING

The City shall pay for tuition, fees and materials, tolls, and mileage (at the IRS rate) for training approved by the full-time paid Fire Chief or the Fire Chief's designee, as approved by the City Administrator. The Employee shall be responsible for all other costs. Unless the Employee and the City Administrator otherwise agree, the Employee will not be charged leave for time spent at training. The City supports a well-trained workforce.

In addition to mandatory New York State required training, the Chief shall be permitted to schedule all Employees for additional training annually for up to twelve (12) hours. If such training is during off-duty time, it shall be compensated at the Employees' normal rate of pay. Training during on-duty time shall not impact minimum staffing as contained in Article XXV, Section 1. Training shall be scheduled so as to not interfere with an Employee's scheduled vacation. An Employee who is unavailable for training due to a scheduled vacation shall be required to take such training at a different time during the year.

ARTICLE XV

HOURS OF WORK AND TOURS OF DUTY

Section 1. The provision of Section 1015 of the Unconsolidated Laws of the State of New York is hereby applicable to all Employees covered by this Agreement.

Section 2. Effective no sooner than thirty (30) days following the ratification of this agreement, a “tour of duty” shall be defined as twelve (12) hours during the day (7 a.m. to 7 p.m.) and twelve (12) hours (7 p.m. to 7 a.m.) during the night. For purposes of leave time, Employees shall be charged for the hours used on leave (12 hours per tour). Employees who fill-in for employees on leave time shall be paid for the hours worked (12 hours of pay).

ARTICLE XVI

GENERAL MUNICIPAL LAW

The provision of Section 90, 92, 207-a and other pertinent provisions, if any, of the General Municipal Law of the State of New York are hereby applicable to the Employees covered by this Agreement.

ARTICLE XVII

CHANGE IN WORKING CONDITIONS

Section 1. The City shall notify the Association at least seven (7) calendar days in advance of any change in working methods or working conditions, except where such changes are required due to an emergency over which the City has no control.

Section 2. All promotions shall be from existing Employees.

Section 3. Full-time Employees shall have priority over relief Employees with respect to assignment of overtime.

Section 4. The present twenty-four (24) hour schedule shall remain in force and effect during the period of this Agreement.

ARTICLE XVIII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to existing thereunder shall be subject of a grievance, and shall be processed in accordance with the following procedure.

Section 2. A grievance of an Employee or Employees shall be presented by their Association Representative and the Employee(s) concerned to the full-time paid Fire Chief or the Fire Chief’s designee, as approved by the City Administrator. In the event there is no full-time paid Fire Chief, the City Administrator shall appoint a designee to act in their place until a new full-time Fire Chief is appointed or other representative of the City as designated by the City Administrator.

Section 3. In the event such grievance is not satisfactorily adjusted at the proceeding step of the grievance procedure within five (5) working days then the Association may present the same to the City Administrator or the City Administrator’s designee for settlement.

Section 4. In the event that such grievance is not then disposed of, either Party, no later than fourteen (14) calendar days after presentation under Section 3, may request arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding: however, such arbitrator shall be limited to the terms and conditions of this Agreement as written and shall have no power to modify, amend, add to or subtract from this Agreement. In the event the Parties are unable to agree upon an impartial arbitration within ten (10) days after the referral of such matter to arbitration then an appointment of such arbitrator shall be made by the Public Employees Relations Board under its rules and procedures. The costs of the impartial arbitrator shall be shared equally by the Association and the City.

ARTICLE XIX

NO STRIKE, NO LOCKOUT PROVISION

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

ARTICLE XX

TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 2021 and shall continue to December 31, 2025.

Section 2. Anything herein to the contrary notwithstanding, on or after the date fixed herein as the expiration of this Agreement, all of the terms and conditions hereof shall continue in full force and effect until such time as the Parties shall negotiate and enter into a new collective bargaining agreement in writing.

ARTICLE XXI

RECIPROCAL RIGHTS

The Association recognizes that the management of the City, the control of its properties and maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains all rights not specifically granted to the Association by the law or by this Agreement.

The City shall administer its responsibilities as to be impartial and fair to all Employees and shall not discriminate by reason of nationality, creed or race and be ever mindful of the dignity of the individual.

ARTICLE XXII

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ARTICLE XXIII

MANAGEMENT RIGHTS

The Association recognizes that the management of the City, the control of its properties, and the maintenance and order and efficiency are solely the responsibility of the City. Accordingly, the City retains all

rights, except as they may be specifically modified in this agreement, including but not limited to: the selection and direction of the Employees; to hire, suspend or discharge for cause; to make reasonable and binding rules which, shall not be inconsistent with this Agreement; to assign, promote, or transfer; to determine the amount of overtime to be worked; to relieve Employees from duty because of neglect of work for other legitimate reasons; to decide on the location of facilities; and to determine the work to be performed, the amount of supervision necessary, equipment, methods, schedules, together with the selection procurement, designing, engineering, and the control of equipment and materials.

ARTICLE XXIV

KELLY DAYS

Effective January 1, 2022, the City shall pay a lump sum of twenty-six (26) hours of Kelly Days in December 2022.

Effective January 1, 2023, the City shall pay a lump sum of fifty-two (52) hours of Kelly Days in December 2023.

Effective January 1, 2024, the City shall pay a lump sum of seventy-eight (78) hours of Kelly Days in December 2024.

Effective January 1, 2025, the City shall pay a lump sum of one hundred and four (104) hours of Kelly Days annually thereafter in December of each year.

Any Employee that leaves prior to the end of the year shall have their Kelly Days prorated.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

Section 1. The City agrees to establish a Labor Management Committee comprised of two (2) Association representatives, the Fire Chief or a Fire Department Employee as designated by the City Administrator and one additional City representative.

The City agrees to establish Standard Operating Guidelines which set forth the minimum standards for all Employees and volunteer firefighters that drive and operate any Fire Department apparatus. No person shall drive or operate a Fire Department apparatus without meeting the minimum safety standards as established by the Fire Chief working with the Labor Management Committee.

Employees shall respond on first response/first due apparatus in response to fire and other emergency calls.

Effective January 1, 2017, the City agrees there will be no less than (3) Career Firefighters covered by this Agreement on duty for every shift.

Section 2. Since Employees covered by this Agreement are presumed to be subject to duty twenty-four (24) hours a day, seven (7) days a week, any action taken as an Employee as part of City fire operations shall be considered official action, and the Employee shall have all the rights to benefits concerning such action as though they were on active duty. In the event that an Employee is faced with a civil claim arising out of such action (except an action of willful misconduct or negligence), the City shall provide legal counsel for the

Employee's protection and hold them harmless from any financial loss. This provision is not intended to change the practice of covered Employees responding to alarms without additional compensation unless "called in" as herein provided.

Section 3. SECONDARY EMPLOYMENT.

It is agreed that the City and the Employee have a mutual and vested interest in assuring that any such secondary employment does not hamper the Employee's ability to perform their employment. Said employment shall not involve illegal activity. Employees will notify the full-time paid Fire Chief or the Fire Chief's designee, as approved by the City Administrator, of any secondary employment. In the event there is no full-time paid Fire Chief, the City Administrator shall appoint a designee to act in their place until a new full-time Fire Chief is appointed. Employees shall not wear their uniforms or use any City-issued equipment while engaged in secondary employment, without prior authorization. No Employee will engage in secondary employment while on sick leave.

Section 4. MANDATORY RANDOM DRUG AND ALCOHOL TESTING.

See attached Drug and Alcohol Testing Procedure, as Appendix "A".

ARTICLE XXVI

GML SECTION 207-a POLICY

See attached General Municipal Law Section 207-a Policy, as Appendix "C".


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.


DATED: December 9, 2021

CITY OF BEACON, NEW YORK

By: 
Christopher White, City Administrator

BEACON PERMANENT FIREMEN'S ASSOCIATION, INC.

By:  12/9/21
Christopher Donovan, President of IAFF, Local 3490

By:  12/9/21
Robert Simmonds Jr., Vice President of IAFF, Local 3490

APPENDIX "C"

GENERAL MUNICIPAL LAW SECTION 207-a POLICY

A. Definitions.

- (1) **Employer:** The City of Beacon
- (2) **Fire Chief:** The Fire Chief of the City of Beacon
- (3) **Claimant:** Any Fire Fighter of the City of Beacon who claims benefits under General Municipal Law Section 207-a ("GML 207-a" or "Section 207-a")-
- (4) **Claims Manager:** The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.
- (5) For purposes of this Policy the word "day" shall mean a calendar day.

B. Intent

- (1) The purpose of this policy is to insure fairness and due process in the administration of the provisions of GML 207-a. The following procedures shall be utilized to make determinations in regard to benefits and/or light duty assignments under GML 207-a.
- (2) Notwithstanding the foregoing, except as expressly provided herein, this policy is not intended to and shall not change, modify or supplant any provisions of the then current Collective Bargaining Agreement between the **Employer** and the Beacon Permanent Fire Fighters Association, Local 3490, IAFF, AFL-CIO.
- (3) These procedures are intended to supplement Section 207-a of the General Municipal Law. These procedures are not intended to increase or reduce the substantive requirements or benefits under Section 207-a or relevant case law, nor to other alter the substantive rights or responsibilities of the **Employer** or a **Claimant** under that section, or relevant case law.

C. Application for Benefits.

- (1) Unless he/she is incapacitated, a **Claimant** or some other person acting on his/her behalf shall submit a written Incident Report on the form attach hereto as Exhibit "1" with the Chief or his/her designee within forty-eight (48) hours of the injury or illness or within forty-eight (48) hours of when the Claimant knew or should have known of the injury or illness. The substance of the Incident Report shall be completed to the extent practicable.

Upon sufficient reason, an application for 207-a benefits may be entertained in the discretion of the **Claims Manager** notwithstanding the failure to file the necessary Incident Report within the required forty-eight (48) hours.

(2) Unless he/she is incapacitated, an application for 207-a benefits, whether for a new injury or illness or the recurrence of a prior injury or illness, must be submitted to the **Claims Manager** or his/her designee within ten (10) calendar days of the date of the injury or illness or within ten (10) days of when the **Claimant** know or should have known of the injury or illness. The application must be made by the **Claimant**. All applications for Section 207-a benefits shall be made in writing on the form set forth in Exhibit "2".

The **Claims Manager** may excuse the failure to file the application within the ten (10) calendar day period, upon a showing of good cause.

(3) If a **Claimant** is incapacitated, the Claimant's obligation to notify the Chief or his/her designee and/or the Claims Manager pursuant to paragraphs (1) and (2) herein shall be tolled until he/she is no longer incapacitated.

D. Authority and Duties of Claims Manager.

(1) After the filing of said application, the **Claims Manager** shall have the right to obtain any and all medical information and records relating in any way to the Claimant's alleged injury or illness which is the subject of the Section 207-a application, including both current and prior medical information and records. Upon application for benefits and at such future times as may be deemed necessary, an injured or sick **Claimant** shall sign the authorization form attached as Exhibit "3" so that the **Claims Manager**, treating physicians and any other health care providers may release such information and records to the **Employer**.

Upon application for benefits and at such future times as may be deemed necessary, the **Claims Manager** may require the **Claimant** to submit to one or more Independent Medical Examinations at the City's expense to determine the nature of the injury and/or existence of a disability or illness and its extent.

E. Status Pending Determination of Eligibility for Benefits.

(1) In the event a **Claimant** asserts an inability to perform duties, he/she shall be placed on paid sick leave until such time as it is determined, pursuant to paragraph F and paragraph I if **Claimant** appeals, whether he/she is eligible for the benefits of Section 207-a.

(2) In the event that a **Claimant** does not have available sick leave benefits pending a determination pursuant to paragraph F and paragraph I if the **Claimant** appeals, he/she may use any other accrued paid leave in the following order: (1) Holiday Leave; (2) Personal Leave; (3) Vacation; (4) Compensatory Time.

(3) In the case of a **Claimant** who has no accrued leave to his/her credit, the **Employer** will advance the **Claimant** sick leave until such time as an initial determination is made pursuant to paragraph (F)(1)(a) herein. In the event that the **Claimant** is denied

eligibility under Section 207-a then the **Claimant** shall reimburse the **Employer** in time or money for sick leave time advanced.

(4) In the event a **Claimant** is determined to be eligible for 207-a benefits, all sick or other leave benefits that have been used during the time that his/her status was pending regarding a determination of eligibility and any appeal thereof pursuant to paragraph I, shall be restored to said **Claimant**. Further, the **Claimant** shall not be required to reimburse the Employer in time or money for any sick leave advanced.

F. Benefit Determination.

(1) An application for the benefits of Section 207-a of the GML shall be processed in the following manner:

- (a) The **Claims Manager** shall review the **Claimant's** application for benefits pursuant to Section 207-a, as well as any other relevant information available to him/her and shall render a determination within fifteen (15) days of receipt of a completed application which shall include documentation from a health care provider that the **Claimant** is not fit for duty. In the event that the **Claims Manager** does not make an initial determination within fifteen (15) days the **Claimant** may file a Demand for Arbitration pursuant to paragraph I. Notwithstanding the fact the **Claimant** may have filed a Demand for Arbitration, the **Claims Manager** shall have the ability/obligation to render an initial determination. A copy of the decision of the **Claims Manager** shall be mailed to the **Claimant** at the address(es) specified in the application. The written decision shall set forth the reasons for the **Claims Manager's** decision.
- (b) Should the **Claims Manager** approve the GML Section 207-a claim in accordance with the applicable case law standard, then the **Claimant** shall be so categorized and pursuant thereto, any time off taken due to such injury or illness shall be charged to GML 207-a leave.
- (c) In the event a **Claimant** is adversely affected by a determination, he/she may submit such dispute to arbitration in accordance with paragraph I hereof.
- (d) Upon the request of the **Claimant** or his/her representative, a copy of all documents (not covered by attorney-client privilege), and other evidence (not covered by attorney-client privilege) obtained and/or used by the **Claims Manager** in his/her determination regarding initial or continued eligibility for any benefits afforded by section 207-a shall be provided to the **Claimant**.

G. Review of Disability.

(1) The **Claims Manager** may periodically review cases of **Claimant** receiving GML 207-a benefits for the purpose of determining whether the individual continues to be entitled to GML 207-a benefits, and in furtherance thereof may take such action as is appropriate under the law.

(2) Upon receipt of such a certification from the Employer's Medical Provider, or medical provider-designee, that a **Claimant** has recovered and is physically and/or psychologically able to perform the regular duties of his/her position, the Chief shall notify the **Claimant** in writing of the **Employer's** desire to terminate his/her GML 207-a benefits setting forth the proposed effective date thereof and a copy of the Medical Provider certification.

Claimants who dispute any aspect of the proposed termination of his/her GML 207-a benefits may submit such dispute to arbitration in accordance with paragraph 1 hereof.

(3) In the event that the **Claimant** submits the proposed termination of his/her GML 207-a benefits to arbitration and provides the **Claims Manager** with documentation from a health care provider that he/she is not fit for full duty, the order to report for duty may not be enforced nor the GML 207-a benefits terminated, pending a decision by the arbitrator pursuant to paragraph I. If the **Claimant** fails to submit documentation that he/she is not fit for full duty, he/she shall be removed from 207-a.

H. Assignment to Light Duty.

(1) The **Employer**, acting through the Fire Chief, or his/her Designee, may assign a **Claimant** specified light duties provided, however, that such light duty shall be consistent with his/her status as a Fire Fighter and shall enable him/her to continue to be entitled to his/her regular salary or wages, including increases thereof and benefits, to which he/she would have been entitled if he/she were able to perform his/her regular duties. The Fire Chief, or his/her designee, prior to making a light duty assignment, shall advise the **Claimant** receiving benefits under 207-a that his/her ability to perform a light duty assignment is being reviewed. Such a **Claimant** may submit to the Fire Chief, or his/her designee, for his/her consideration, any document or other evidence in regard to the extent of his/her disability. The Fire Chief, or his/her designee, may cause a medical examination or examinations of the **Claimant** to be made at the expense of the **Employer**. The physician and/or health authority selected shall be provided with a written list of the types of duties and activities associated with the proposed light duty assignment and shall prepare a written evaluation as to the specified duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the **Claimant's** ability to perform a proposed light duty assignment, the Fire Chief or his/her designee, may make a light duty assignment which, if such an assignment is made, shall be consistent with said medical opinion.

(2) Prior to the effective date of any light duty assignment, the **Claimant** shall be provided a copy of the written report of the health authority or physician referred to in paragraph (1) herein, a copy of the light duty assignment submitted to the health authority or physician referred to in paragraph (1) herein and the written assessment of the health authority or physician referred to in paragraph (1) herein.

Nothing contained in this Section H shall require the **Employer** to create light duty assignments.

Claimants who dispute any aspect of a light duty capability determination made by the Chief or his/her designee may submit such dispute to arbitration in accordance with paragraph I hereof.

(3) In the event that the **Claimant** submits any aspect of the light duty capability determination to arbitration and provides the **Claims Manager** with documentation from a health care provider that he/she is not capable of performing the proposed light duty assignment, the order to report for light duty may not be enforced nor the GML 207-a benefits terminated, pending a decision by the arbitrator pursuant to paragraph I. If the **Claimant** refuses to perform the light duty assignment and fails to submit documentation that he/she cannot perform the light duty assignment then 207-a benefits shall be discontinued under GML 207-a(3).

I. Appeal of Adverse Determination.

In the event the **Claimant** is not satisfied with any decision under this Policy and wishes to appeal the decision, the **Claimant** shall file within twenty (20) days of receipt of the written decision a written Demand for Arbitration with the **Claims Manager**. The **Employer** and the **Claimant** or their respective representative(s) shall confer within ten (10) calendar days to select an arbitrator on a rotating basis from a closed panel consisting of Dennis Campagna, Joel Douglas and Thomas Hines. At the option of either party, an arbitrator shall be passed over for a specific case if he/she cannot hear this case within sixty (60) days of being contacted. The **Employer** and Local 3490 shall meet every three (3) years regarding the arbitrators to be included on the closed panel. The existing panel of arbitrators shall remain in place pending a substitute panel being agreed upon or designated. An arbitrator not on the closed panel may only be used upon the mutual consent of both parties.

The fees and expenses of the arbitrator shall be equally divided between the **Employer** and the **Claimant**.

The arbitrator shall have the authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the arbitrator shall first decide whether the proceeding presents an issue of a **Claimant's** initial entitlement to GML 207-a benefits or whether the proceeding presents an issue of termination or discontinuance of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the **Claimant**. In the event the arbitrator decides that the matter presents an initial GML 207-a claim, the **Claimant** shall have the burden of proof by a preponderance of the evidence that he/she is entitled to receive the benefits set forth in GML 207-a with respect to an injury or illness alleged to have occurred in the performance of his/her duties or to an injury or illness resulting from the performance of duties which necessitated medical

or other lawful remedial treatment. In this event the arbitrator decides the matter presents a termination or discontinuance of GML 207-a benefits, including but not limited to a discontinuance of benefits pursuant to GML 207-a(3), the **Employer** shall have the burden of proof by a preponderance of the evidence that the **Claimant** is no longer eligible for GML 207-a benefits.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the then current Collective Bargaining Agreement or this Policy. The arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

A determination made by any officer, agency, board or court regarding the existence of a disability or its extent or regarding an entitlement to any other statutory benefit because of a **Claimant's** disability may be noticed by, but shall not binding upon the arbitrator.

The decision and award of the arbitrator shall be final and binding on all the parties.

J. Miscellaneous.

(1) In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

(2) An applicant hereunder may have a representative of his/her choosing at any stage of this procedure.

K. Continuation of Benefits

In addition to the benefits to which an individual on leave pursuant to GML 207-a is entitled to under GML 207-a, he/she shall be entitled to health insurance in the same manner as if he/she were working. He/she shall continue to be paid his/her clothing allowance and accrue or be credited with vacation, personal and holiday leave as set forth in the collective bargaining agreement for a period of six (6) months. In the event that he/she is on 207-a leave for more than six (6) months, his/her personal leave and clothing allowance shall be prorated in the calendar year following the expiration of the six (6) month period. After six (6) months he/she shall be entitled to the full amount of his/her regular salary or wages (with contractual increases and longevity pay) and health insurance in the same manner as if he/she was working.

L. Home Confinement.

Any individual on leave pursuant to GML 207-a shall be confined to his/her residence during his/her scheduled shift. However, such individual shall be permitted to leave his/her residence with prior authorization of the Fire Chief in the following circumstances:

- To take vacation time which the member would otherwise be entitled to take, had he/she not been injured while on duty. For example, if the member is entitled to twenty days of vacation because of his/her seniority, the member would be permitted to take vacation up to twenty days annually regardless if he/she is receiving GML 207-a. The member will not have any deduction from his/her vacation accruals when taking such leave; or
- To obtain medical treatment and/or obtain medical prescriptions; or
- To attend religious services; or
- The individual's absence from his/her residence has otherwise been approved by the Fire Chief.

M. Any dispute regarding the application or meaning of this Policy shall be subject to arbitration pursuant to paragraph I.

EXHIBIT "1"

**General Municipal Law Section 207-a
Incident Report**

1. _____
Name of Firefighter

2. _____
Address

3. _____
Telephone Number

4. _____
Date of Incident

5. _____
Approx. Time of Incident

6. General Location

7. Names of Witness(es):
a. _____
b. _____

8. Names of Co-Employee(s) at Incident Site:
a. _____
b. _____
c. _____

9. General Statements of Facts Surrounding the Incident: _____

10. General Statement of Injury: _____

Date of Report: _____
_____, New York

Signature of Firefighter

EXHIBIT "2"

**General Municipal Law Section 207-a
Application**

1. _____

Name of Firefighter

2. _____

Address

3. _____

Telephone Number

4. _____

5. _____

Date of Incident

Approx. Time of Incident

6. General Location

7. Names of Witness(es):

a. _____

b. _____

8. _____

Names of Co-Employee(s) at Incident Site:

a. _____

b. _____

c. _____

9. Describe specifically what the Firefighter was doing when the incident occurred.

Provide as many details as possible. (Use additional sheets if necessary).

10. Where did the incident occur? Specify _____

11. How was the claimed injury or illness sustained? Describe fully, stating whether injured person slipped, fell, was struck, etc. and what factors led up to or contributed. (Use additional sheets if necessary).

12. When was the incident reported? _____

To Whom? _____

Time _____

13. Name and address of attending physician _____

14. Name of hospital: _____

15. State the nature of injury and part or parts of body affected _____

Date of Report: _____

_____, New York

Signature of Firefighter

16. Attach medical documentation (if available).

AUTHORIZATION FOR USE AND DISCLOSURE OF HEALTH INFORMATION

Patient Name: _____ Date of Birth: _____

Previous Name: _____ Social Security No: _____

By signing this form, I hereby authorize _____ to disclose the health information described below to the City of Beacon, New York, and/or its authorized agent:

(Check all that apply):

- All health information relating to the following injury or illness:
- Health information relating to the following treatment or condition:
- Health information for the date(s):
- Other specific description

Reason for this Authorization:

- At my request
- I have commenced a lawsuit/claim that has placed my physical and mental condition issue
- Other (specify):

This authorization is limited to the furnishing of records pertaining to the aforesaid injuries.

This authorization is limited to the furnishing of existing records only, and is not to be construed as an authorization permitting you to prepare a written report or to orally discuss any information acquired by you.

This authorization shall remain in full force and effect until it **expires two years** from the date set forth below.

I understand that I have the right to **revoke this authorization** at any time. I understand that if I revoke this authorization I must do so in writing by sending or presenting my written revocation to the Privacy Contact of the health care provider named above. I understand that the revocation of this authorization will not apply to the extent that the health care provider has taken action in reliance thereon; or if the authorization was obtained as a condition of obtaining insurance coverage, other law provides the insurer with the right to contest a claim under the policy or the policy itself.

I understand that authorizing the disclosure of this health care information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand that I may inspect or copy the information to be used or disclosed, as provided in 45 CFR 164.524. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure of the patient's health information by the recipient, resulting in the health information no longer being protected by federal or state confidentiality rules.

Dated: _____

Name

EXHIBIT "3"

STATE OF NEW YORK)
)ss.:

COUNTY OF

One the ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IF YOU ARE INJURED ON THE JOB:

1. Report the accident to your supervisor immediately
2. Your supervisor is responsible for reporting the accident to the City's worker compensation provider using the Supervisors report form CF-1R.
3. You will be required to sign the Supervisors report form CF-1R and be provided a copy for your records
4. The City is responsible for filing the Supervisors report form CF-1R with the worker compensation provider
5. The workers compensation provider will provide the injured worker a complete packet of rights and responsibilities.
6. If there will be a loss of time a Doctor's note will need to be obtained and provided to Supervisor for submission to payroll and worker compensation provider