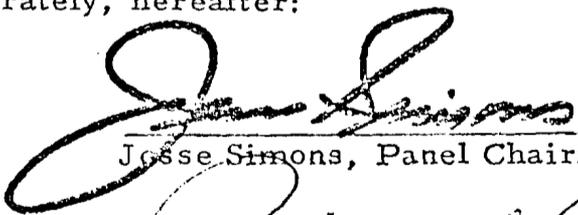


subsequent to his conferring with the parties in an effort to mediate their dispute, and after considering all of the evidence submitted concerning:

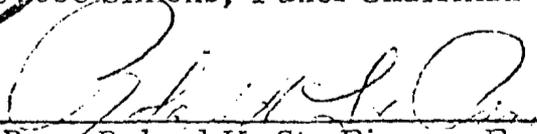
- a. Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
- b. The interests and welfare of the public and the financial ability of the public employer to pay.
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills.
- d. Such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment.

The Panel decides and awards as follows:

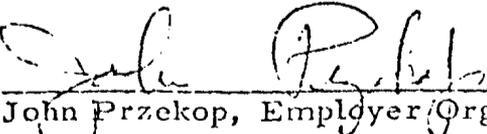
- A. That the predecessor Collective Bargaining Agreement between the above parties is to be continued except for the changes and modifications awarded separately, hereafter:



Josse Simons, Panel Chairman



Rev. Roland H. St. Pierre, Employer
Member



John Przekop, Employer Organization
Member

ARTICLE I

DEFINITIONS

Section 5. to be modified to read:

"Section 5. - Shift

As soon as administratively feasible but not later than September 1, 1976, there shall be two shifts, a 10 hour-day shift and a 14 hour-night shift, and the minimum employees assigned per shift shall be 10."

* * * * *

Section 7. to be modified to read:

"Section 7. - Seniority

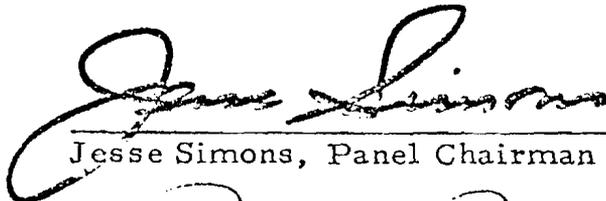
Seniority shall be defined as the total length of continuous service of a regular employee, inclusive of time spent as a probationary employee if transferred to regular status, and seniority shall be the governing factor in regards to recall, working assignments and picking of vacations."

* * * * *

Add new Section 9. as follows:

"Section 9. - Temporary Upgrading

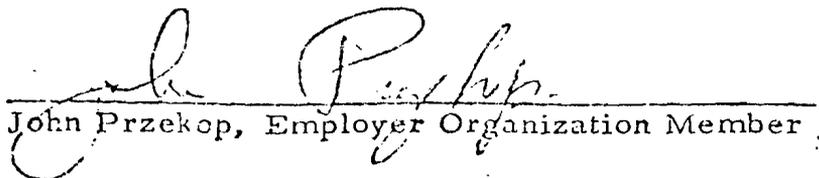
When on active duty (going to, while at, and when returning from the scene of an actual fire), and when no officer is present, an employee shall be designated as Acting Officer and shall be compensated at that rate."



Jesse Simons, Panel Chairman



Rev. Roland H. St. Pierre, Employer Member



John Przekop, Employer Organization Member

ARTICLE II

RECOGNITION OF BARGAINING UNIT

This Article shall be modified by adding a new Section 3. as follows:

"Section 3. - Union Membership and Dues Deduction

a) Employees who are members of the Union at the time this Agreement becomes effective, shall be members for the duration of this Agreement.

b) Employees not members of the Union, who desire membership, shall confirm their desire to join for the duration of this Agreement by signing their Union application form and dues deduction authorization forms.

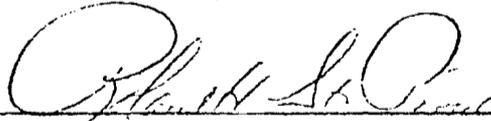
c) All deductions under this Article shall be subject to revocation by the employee who executed such assignment, upon giving thirty days written notice immediately prior to the expiration date of this Agreement to the Union and to the City.

d) The Union will indemnify and save the City of Plattsburg harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City in reliance upon dues deduction authorization cards furnished by the employees and/or Union.

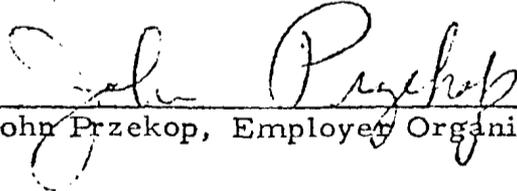
e) Any change in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the employer."



Jesse Simons, Panel Chairman



Rev. Roland H. St. Pierre, Employer Member



John Przekop, Employer Organization Member

ARTICLE III

HOURS, OVERTIME AND HOLIDAYS

Section 1 to be modified as follows:

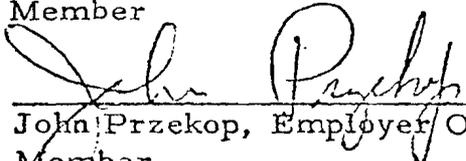
"Section 1. - Weekly Hours

a) Effective as soon as administratively feasible but not later than September 1, 1976, there shall be maintained two basic work weeks, one of 40 hours for day shift workers and the other of 42 hours for night shift workers, and all classes of workers, be they provisional, probationary, permanent, shift workers or scheduled workers, other than temporary workers who may be assigned to a weekly work-shift but only the actual total hours required by the department. Pursuant to the New York State Law providing compensation for firemen working in excess of an averaged forty-hour work week (averaged out over a calendar year), employees who average in a calendar year more than forty hours work per week shall receive either compensatory time-off, or pay at the appropriate straight-time rate.

b) Shall be deleted.


Jesse Simons, Panel Chairman


Rev. Roland H. St. Pierre, Employer
Member


John Przekop, Employer Organization
Member

ARTICLE IV

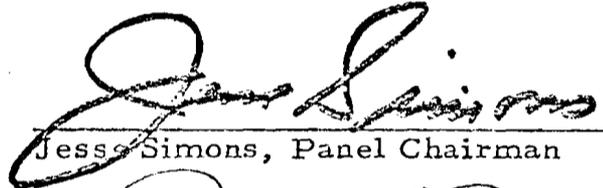
UNIFORM ALLOWANCES

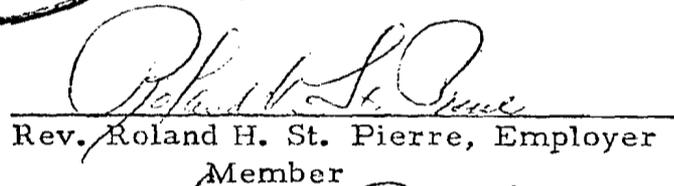
Article IV shall be modified to read:

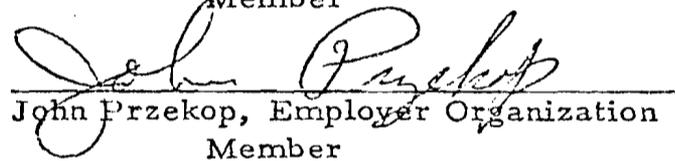
"Section 1. - Each employee shall maintain the minimum uniform requirements that are established by the Fire Chief.

Section 2. - Beginning firemen shall receive \$250 for uniform and clothing.

Section 3. - Employees whose clothing and personally purchased fire equipment are lost or damaged in the course of fire fighter duties and whose uniforms need to be replaced because of normal wear and tear shall be reimbursed for the cost of replacement, and employees may be required to present a receipt therefor as a condition for reimbursement."


Jesse Simons, Panel Chairman


Rev. Roland H. St. Pierre, Employer
Member


John Przekop, Employer Organization
Member

ARTICLE VI

SICK LEAVE, BEREAVEMENT, JURY DUTY

This Article shall be changed as follows:

"Section 1. - Sick Leave

a) Employees of the Fire Department shall be entitled to accumulated sick leave with pay at the rate of 15 days per year until a total of 150 days is reached and kept to the fireman's credit for future sick leave with pay.

The "24 hour day" credits, as of the date of this award, which have accumulated and credited to employees for future sick leave are not herewith nullified but are to be maintained and are to be "used up" pursuant to prior existing administrative procedures. New accumulations of sick leave credits, pursuant to the 13-hour and 14 hour tours instituted herein, shall accumulate for the 13 and 14 hour tours in those amounts of hours, as the case may be.

b) Absence due to sickness or off-duty injury shall be charged for each hour of time lost for an employee's regular work-shift.

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

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

Section 2. - Family Illness

Any fireman, be he provisional, probationary, permanent, shift-worker or scheduled worker who is absent from duty because of serious illness in his immediate family, i. e., mother, father, sister, brother, children, wife, mother-in-law, father-in-law and grandparents, may by the department head having supervision over him be granted leave with pay and the time deducted from accumulated and unused sick leave. It is the employee's obligation to notify his department of such absence because of serious illnesses in his immediate family and the reason therefor, on the first day of such absence but not later than one hour before the beginning of his work day. Sick leave credits may be used in units of one hour or greater.

Sections 3 - 4 - 5 - 6 to remain the same

ARTICLE VI (CONTINUED)

SICK LEAVE, BEREAVEMENT, JURY DUTY

Section 7. - Jury Duty

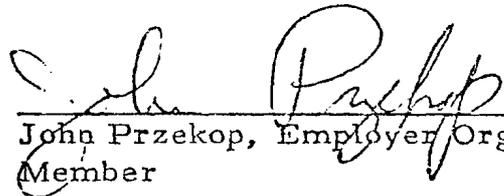
Any employee performing jury duty shall be paid their full wages. Compensation received for jury duty shall be, immediately upon receipt by such employee, assigned to the City of Plattsburg. An employee who is excused from jury duty shall report to work on that first day, or on the first next scheduled day or night that such employee would normally be employed."



Jesse Simons, Panel Chairman



Rev. Roland H. St. Pierre, Employer
Member



John Przekop, Employer Organization
Member

ARTICLE VII

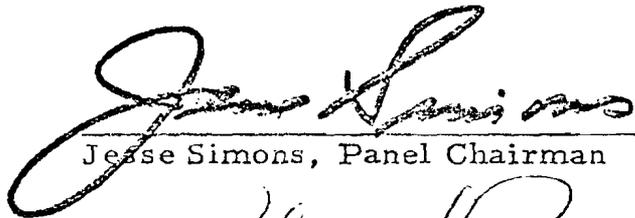
HOSPITALIZATION AND RETIREMENT

Section 2 to be modified to read:

"Section 2. - Retirement

a) The City will pay the full cost of the N. Y. State Policeman's and Fireman's Retirement System 20 year Plan.

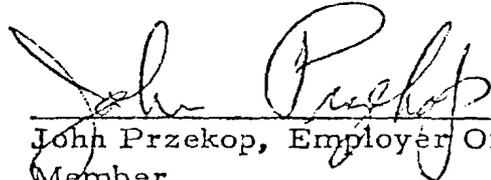
b) Beneficiaries of employees who die in service are guaranteed a minimum death benefit of three times that employee's annual rate of pay rounded to the next higher multiple of \$1,000, but not to exceed a total of \$20,000."



Jesse Simons, Panel Chairman



Rev. Roland H. St. Pierre, Employer Member



John Przekop, Employer Organization Member

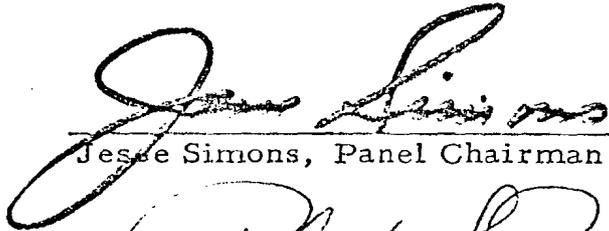
ARTICLE VIII

MANAGEMENT RIGHTS

This Article shall be changed to read:

"Section 1.

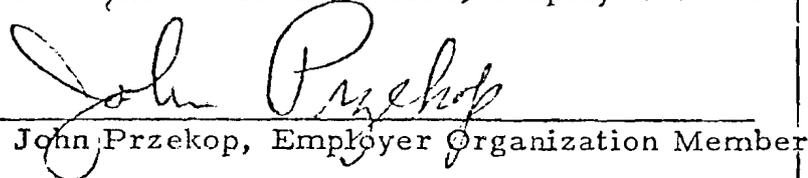
It is recognized that the management of the department, the control of its properties and the maintenance of order and efficiency, are solely the responsibilities of the City. Accordingly, the City retains all rights, except as they may be specifically modified in this Agreement, including, but not limited to selection and direction of the work forces; 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 lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, by contract or otherwise except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement."



Jesse Simons, Panel Chairman



Rev. Roland H. St. Pierre, Employer Member



John Przekop, Employer Organization Member

ARTICLE XI

MISCELLANEOUS WORKING CONDITIONS

This Article shall be changed to read:

"Section 1. - Safety Committee

a) The Chief shall appoint a Safety Committee consisting of five persons, one of whom shall be an officer of the department, two of whom shall be firemen selected from among the force and two of whom shall be designated by the union.

b) 1) The Safety Committee shall investigate and determine whether procedures, as established by the Fire Department are being properly adhered to.

2) The Safety Committee shall investigate any inadequate or unsafe condition of equipment assigned to the Department.

c) 1) Any unsafe condition shall be brought to the attention of the officer in charge by the Safety Committee. If the officer in charge refuses to take remedial action within twelve hours, he shall notify the Safety Committee.

2) The Safety Committee shall then bring the condition to the attention of the Fire Chief. If the Fire Chief refuses to take remedial action within twelve hours, he shall notify the Safety Committee.

3) The Safety Committee may then advise the Mayor and Common Council of the condition for their disposition of the problem.

4) If a union complaint regarding an unsafe condition is unresolved in (3) immediately above, the union may take such unresolved complaint directly to arbitration as provided for in Article XIII, Section 2(d) Step 4, and the burden of proof as to the unsafe condition is on the union.

d) The failure of any fire fighter to follow safety procedures as established by the fire department, shall be assessed and reported to the Fire Chief for such action as he deems appropriate.

Section 2. - Safety Rules and Equipment

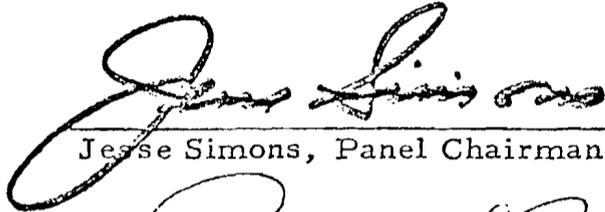
The safety rules, as prescribed by the City and State, must be strictly adhered to by employees and the City. Written copies of the safety rules will be provided each employee and will be prominently displayed in all fire stations. First aid kits shall be placed in all fire stations and in all trucks. The City shall provide protective devices and other personal equipment, including a hard hat helmet and liner, bunker coat and liner, regular boots, quick hitch pants and night boots and flashlights, for its firemen employees to properly protect the employees from injury in accordance with good operating practices.

ARTICLE XI (CONTINUED)

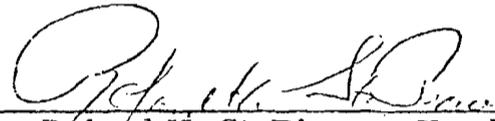
MISCELLANEOUS WORKING CONDITIONS

Section 3. - Tuition

The City will pay 50% of tuition to those employees taking and passing those courses approved by the Fire Chief that relate directly to improving an employee's fire fighting skills. Before such payment is made to any employee, he shall submit satisfactory evidence of completing and passing the approved course or courses."



Jesse Simons, Panel Chairman



Rev. Roland H. St. Pierre, Employer Member



John Przekop, Employer Organization Member

ARTICLE XIII

GRIEVANCE AND ARBITRATION

Article XIII shall be modified to read as follows:

Section 1. - Definitions

A grievance is an employee claim of violation, misinterpretation, or misapplication of the terms of this Agreement, or the rules and regulations of the Department, or New York State Statute. A grievance to be timely filed shall be presented not later than twenty calendar days from the day on which the event occurred being complained of.

Section 2. - Grievance Procedure

a) Step 1 - Any employee, who has completed his probationary period, may present a grievance to his immediate Department head either orally or in writing. The employee may request that a union representative be present. Every effort will be expended to resolve the grievance at this stage, and the Department head shall give his answer within five working days from the day on which the grievance was presented.

b) Step 2 - Grievances not resolved at the 1st Step may be appealed to the 2nd Step, but shall be presented in writing to the Fire Chief but not more than five working days after the denial at Step 1, and the Fire Chief shall have not more than ten working days in which to provide his answer to the grievance which shall be in writing but which may also be in a meeting with the grievant and his union representative.

c) Step 3 - Grievances not resolved at the 2nd Step may be appealed to the Mayor within ten days of receipt of a denial at the 2nd Step and such appeal shall be in writing and shall include with it the written denial of the Fire Chief. The Mayor or his designee shall meet with the grievant and his union representative within ten working days of the filing of the Step 3 grievance. The Step 3 response which shall be in writing shall be provided the grievant or his union representative not later than ten calendar days from the date of the Step 3 meeting.

d) Step 4 - Grievances not resolved at Step 3 may be submitted to final and binding arbitration, but not later than thirty calendar days from the day on which the Step 3 reply was received by the union by writing the New York State Public Employment Relations Board requesting a panel of arbitrators to be provided pursuant to P. E. R. B. rules and procedures for the appointment and selection of an arbitrator and the scheduling of the arbitration.

Section 3 - Timeliness

a) A grievance not processed within the time limits provided herein, or as mutually agreed to be extended, shall be deemed to have been satisfactorily resolved and thereby waived.

ARTICLE XIII (CONTINUED)

GRIEVANCE AND ARBITRATION

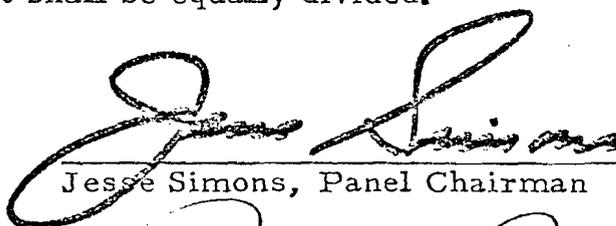
A grievance not responded to in accordance with the time limits provided herein entitles the grievant or the union to automatically move the grievance to the next grievance step.

Section 4. - Powers of the Arbitrator.

The arbitrator shall not have any power to amend, modify or delete any provision of this Agreement and shall confine his Opinion and Award to the specific dispute submitted. The arbitrator shall have thirty days in which to render a decision.

Section 5. - Fees and Expenses

Expenses of the arbitrator shall be borne equally by the Union and the City. The party desiring a stenographic record of the arbitration proceeding may cause a transcript to be prepared and such party shall pay for it. If both parties desire a hearing transcript of the arbitration, the cost shall be equally divided."



Jesse Simons, Panel Chairman



Rev. Roland H. St. Pierre, Employer Member



John Przekop, Employer/Organization Member

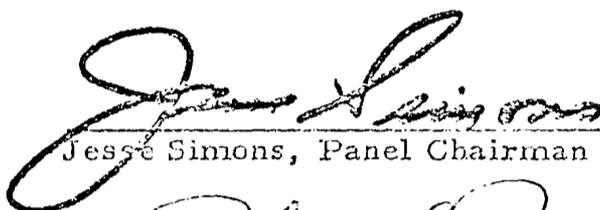
ARTICLE XVI

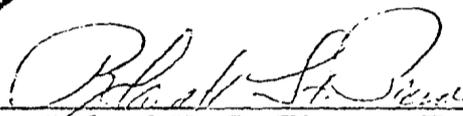
DURATION AND TERMINATION OF AGREEMENT

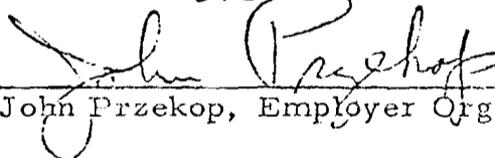
Article XVI shall be modified to read as follows:

"Section 1.

This Agreement in its entirety shall become effective July 1, 1975 (except as may be provided otherwise elsewhere in this Agreement) and shall remain in full force and effect until June 30, 1977, and yearly thereafter unless either party shall notify the other party within six months before the anniversary date, in writing of a decision to modify the terms of the Agreement or to terminate the Agreement, in which event renegotiations shall take place."


Jesse Simons, Panel Chairman


Rev. Roland H. St. Pierre, Employer Member
DISSENTING


John Przekop, Employer Organization Member

ARTICLE XVII

COMPLETE AGREEMENT (ZIPPER CLAUSE)
AND PAST PRACTICES

A new Article numbered XVII shall be added to the Agreement as follows:

"Section 1.

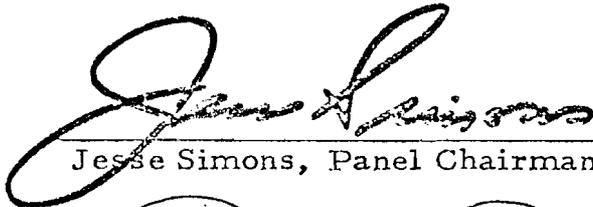
The parties hereto expressly agree that during the lifetime of this Agreement there shall be no requirement of either party to enter into collective bargaining negotiations as to any matter covered or not covered by the provisions of this Agreement, except as referred to in Article XVI , Section 1.

Section 2.

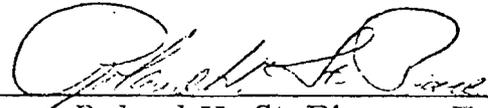
The parties agree that this Agreement is the sole and complete agreement between them and that any other previous understandings or agreements, oral or written inconsistent with the provisions of this Agreement are superseded and are of no effect during the term of this Agreement.

Section 3.

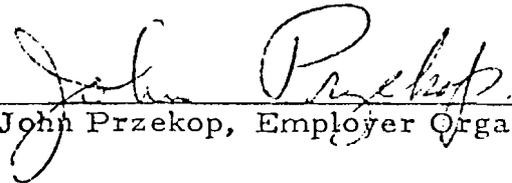
Past practices and prior conditions beneficial to employees not specifically provided for in this Agreement shall remain in effect for the duration of this Agreement. However the parties agree during the life of this Agreement to prepare a joint written description of these past practices and conditions."



Jesse Simons, Panel Chairman



Rev. Roland H. St. Pierre, Employer Member



John Przekop, Employer Organization Member

SCHEDULE A* **

Effective July 1, 1975

| <u>Years of Service</u> | <u>Fireman</u> | <u>Lieutenants</u> |
|-------------------------|----------------|--------------------|
| 0 | \$10,017 | \$11,591 |
| 1 | 10,282 | 11,856 |
| 2 | 10,547 | 12,121 |
| 3 | 10,812 | 12,386 |
| 4 | 11,077 | 12,651 |
| 5 | 11,342 | 12,916 |
| 7 | 11,607 | 13,181 |
| 9 | 11,872 | 13,446 |
| 11 | 12,137 | 13,711 |
| 13 | 12,402 | 13,976 |
| 16 | 12,667 | 14,241 |
| 19 | 12,932 | 14,506 |

Effective July 1, 1976* **

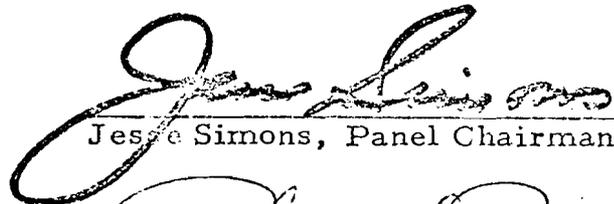
| <u>Years of Service</u> | <u>Fireman</u> | <u>Lieutenants</u> |
|-------------------------|----------------|--------------------|
| 0 to 4 years | \$10,724 | \$12,286 |
| 5 years or more | 12,023 | 13,691 |
| 11 years or more | 12,865 | 14,533 |
| 16 years or more | 13,427 | 15,095 |
| 19 years or more | 13,708 | 15,376 |

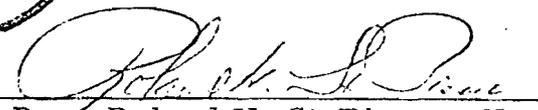
**The July 1, 1973 provision for
Overtime Premium/Shift Differentials
shall remain in effect.

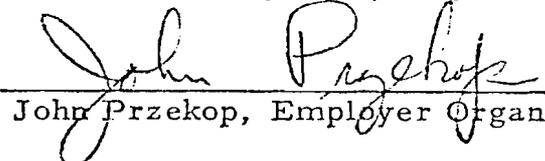
*Application of Appendix A

The increases Awarded in Appendix A above for the second year of this agreement are a flat six (6%) percent applied across the board to the new reduced number of salary steps provided.

However, if the cost of living increase percentage for the 12 months preceding June 30, 1976 is higher than six (6%) percent, in that event the second year increase shall be computed in accordance with that higher percentage increase. Computation of the cost of living increase percentage shall be made by obtaining the percentage change in the U.S. Department of Labor's Bureau of Labor Statistics "Cost of Living Index - Buffalo - New York Area Consumer Price Index" for the twelve (12) months ending June 30, 1976, which percentage if it is greater than six (6%) percent shall be applied across the board to the 1st year - 5 salary steps for firemen and lieutenants respectively and the resultant(s) shall be substituted for the amounts now shown for the second year increase.


Jesse Simons, Panel Chairman


Rev. Roland H. St. Pierre, Employer Member
DISSENTING


John Przekop, Employer Organization Member

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 8th day of June, 1976 before me personally appeared Jesse Simons, to me known and known to me to be the individual described in and who executed the foregoing instrument of (18) eighteen pages, and he duly acknowledged to me that he executed the same.

MAX ANNE HEYES
Notary Public, State of New York
No. (81-752310)
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1978

Maxanne Heyes
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF Albany)

On this 14th day of June, 1976 before me personally appeared Rev. Roland H. St. Pierre, to me known and known to me to be the individual described in and who executed the foregoing instrument of (18) eighteen pages, and he duly acknowledged to me that he executed the same.

ANN W. POCILUK
Notary Public, State of New York
Qualified in Saratoga County
Commission Expires March 30, 1977

Ann W. Pociluk
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF Albany)

On this 14th day of June, 1976 before me personally appeared John Przekop, to me known and known to me to be the individual described in and who executed the foregoing instrument of (18) eighteen pages, and he duly acknowledged to me that he executed the same.

ANN W. POCILUK
Notary Public, State of New York
Qualified in Saratoga County
Commission Expires March 30, 1977

Ann W. Pociluk
Notary Public

