

2013-2017

AGREEMENT BY AND BETWEEN

THE CITY OF AUBURN, NEW YORK

AND

AUBURN PROFESSIONAL FIREFIGHTERS

LOCAL 1446, IAFF, AFL-CIO

COLLECTIVE NEGOTIATIONS AGREEMENT

This Agreement is made and entered into as of the 1st day of July, 2013, between the City of Auburn, New York, hereinafter called "Employer," and the Auburn Firefighters Association of the International Association of Firefighters, AFL-CIO, Local 1446, hereinafter called the "Association."

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**ARTICLE I
RECOGNITION**

1. Bargaining Unit

The Employer hereby recognizes the Association as the exclusive collective negotiating agent of all uniformed and non-uniformed employees of the Fire Department of the City of Auburn, New York, excluding the Chief and Assistant Chiefs and any clerical personnel who are not qualified as fire fighters.

2. Obligations of the Association and the Employer

A. The Association expressly agrees, as a condition of the recognition contained in this Article, not to discriminate with regard to the terms and conditions of membership in the Association on account of sex, age, color, creed or national origins; or to discriminate in representation of all of the employees within the unit, whether members of the Association or not; or to engage in a strike, slowdown, or other work stoppage, nor to instigate, encourage or condone the same.

B. The Employer, or any agent of the Employer, shall not discriminate against or interfere with any member of the Association because of his membership in, or lawful activity on behalf of the Association, or any employee who holds any position in the Association. The Employer shall not lock out the employees or condone the same, nor will the Employer discriminate on the basis of age, color, sex, creed, or national origin.

**ARTICLE II
UNION SECURITY**

1. Union Dues

The Employer hereby agrees to deduct biweekly from the pay of each employee covered by this Agreement an amount of money in payment of dues in the Association, provided that, at the time of such deduction, there is in the possession of the Employer a written authorization executed by the employee authorizing such deduction by the Employer, and said written authorization has not been withdrawn prior to the regularly scheduled date of deduction. The Employer further agrees to transmit said deductions to the Association biweekly.

The Association, having been recognized as the exclusive representation of employees within the bargaining unit, shall be entitled to have deductions made biweekly from the pay of each non-Association member in the bargaining unit an amount equivalent to the dues levied to members of the Association. Non-members of the Association shall be entitled upon request of a

refund of a prorated amount of their agency shop fee deduction used by the Association in aid of activities or causes of a political or ideological nature. The Association agrees to hold the Employer harmless for any and all damages it may sustain as a result of making this deduction.

The Association hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

2. Payroll Savings Plan

The Employer agrees to deduct for a payroll savings plan from those employees who have authorized such deduction and to transmit said deductions to a local savings bank.

3. Discrimination

The Employer shall not discriminate against any member of the Association because of his membership in or lawful activity on behalf of the Association.

4. Association Business

The Employer agrees to permit one (1) employee in each fire house, whose name shall be filed with the Fire Chief, to use up to four (4) hours of each week, non-cumulative, during normal working hours to perform the duties of a steward for the Association, provided, however, that such stewards may not leave the fire house to which they are assigned on Association business without receiving permission, and entering on the log the time at which the steward left and returned. In no event shall the above activities be permitted to interfere with the efficient operation of the Fire Department.

The Association may designate three (3) delegates at any one time who will be given a leave of absence with pay for up to a total of fifteen (15) days (the total of fifteen (15) working days to be shared by such delegates) in each contract year to attend seminars, meetings, and conferences sponsored by the International, State, or Local Organization. Workdays not used in the first year of the contract may be carried over to the second year, days left over from the second year may be carried over to the third year, and days left over from the third year may be carried over to the fourth year of the four-year agreement.

The Employer agrees to cooperate in the transfer of Union officials to different platoons of the same company to assist in attending Union meetings and conferences during the term of the Union official.

The Association may designate up to three (3) paid delegates to represent it in negotiations and grievance arbitration (plus the grieving employees) with the Employer, and two

(2) delegates for grievance hearings (plus the grieving employees), who shall serve with no loss of pay.

5. Bulletin Boards and Meetings

The Employer agrees to provide reasonable facilities separate from the Employer's, at each firehouse, for the posting of bulletins and notices by the Association. The Association agrees that no political or controversial material shall be posted on such bulletin boards and that any item to be posted which is outside the realm of the business of the Association, two (2) copies shall be provided to the Fire Chief before posting.

The Employer agrees to provide a facility in a firehouse for use by the Association for meetings so long as such meetings do not interfere with the operation of the department. Such facilities are to be designated by the Employer.

**ARTICLE III
MANAGEMENT RIGHTS**

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operation to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its service shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by Law.

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights that belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

Management rights shall not include the right of the Employer to require any employee to perform duties outside their civil service classification except as provided for in the Agreement.

In the management of its business and services and in its direction of the work force as described in Article III of this Agreement, the Employer shall take into consideration past practice in the department when a change in operations is contemplated.

The City may explore possibilities for the establishment of a Greater Auburn Area Fire Authority and will explore those possibilities with the Association if an Authority becomes a possibility. The parties agree that the establishment of such an Authority by the City could impact the terms and conditions of employment of employees in the bargaining unit and therefore agree to negotiate regarding all mandatorily negotiable elements of the decision and impact of the establishment of an Authority. The parties further agree that should they not be able to agree on any mandatorily negotiable issues related to either the decision or the impact of the establishment of an Authority, any unresolved mandatorily negotiable issues can be submitted by either party to binding interest arbitration for expedited resolution by an interest arbitration panel appointed in accordance with PERB procedures, which panel shall be empowered to decide all such issues.

ARTICLE IV GRIEVANCES AND ARBITRATION

1. For the purposes of this Agreement a grievance shall be defined as a dispute or claimed violation between an individual employee covered by this Agreement and the Employer or the parties, arising out of the application or interpretation of this Agreement; or a grievance as defined by Section 682, sub-division 4 of Article 16, of the General Municipal Law. For the purpose of this Agreement, any and all City determinations with regard to General Municipal Law § 207-a shall not be deemed a grievance subject to the procedure as described under this Article, but rather subject to the procedures as outlined in Appendix A.
2. The inclusion in this Article of grievances as defined by Article 16, Section 682, sub-division 4 of the General Municipal Law is intended to substitute the grievance and arbitration procedure of this Agreement for the grievance procedure which the Employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said Law, and upon the effective date of this Agreement the grievance and arbitration procedure in this Agreement shall be the only such procedure available to employees covered by this Agreement.
3. It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Agreement does not apply to, and is not intended as, a substitute or an alternative for any action permitted by or required of the Employer under any Article of the State or Local Civil Service Law, or Rules, except as hereinafter modified by Section 12 of this Article.

4. The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure.

Step 1

Grievances shall be presented orally by the aggrieved employee and/or Association representative to his immediate supervisor (regardless of whether that supervisor is a member of the negotiating unit), within three (3) calendar days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance, then:

Step 2

The grievance shall be submitted in writing by the aggrieved employee and/or Association representative to the Fire Chief within ten (10) calendar days from the date of the initial discussion of the grievance with his immediate supervisor. After receipt of a written grievance at this step, the Fire Chief shall convene a meeting, within ten (10) calendar days of the date the written grievance was received by him, between the aggrieved employee, his Association representative and the Fire Chief or other representatives of the Employer for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then not later than three (3) calendar days following the date the meeting occurred, the Employer will deliver to the aggrieved employee and his Association representative its decision on the grievance in writing. If that decision is unacceptable to the employee and/or Association, then within three (3) calendar days:

Step 3

The grievance may then be submitted to the City Manager who, within ten (10) calendar days after he receives the written grievance, will convene a meeting between the aggrieved employee, his Association representative and the City Manager or other representative of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting and a written reply from the City Manager or his legal representative to the aggrieved employee and the Association is not received within fifteen (15) calendar days after completion of the third step grievance hearing, the grievance may be submitted to arbitration.

5. Failure to give an answer within the specified time limits set out above shall move the grievance to the next step.

Arbitration

6. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than fifteen (15) calendar days after the third step procedures are complete, or thirty (30) calendar days after the time limits required by the steps in the grievance procedure have run, the Association may submit the grievance to arbitration by requesting from the American Arbitration Association, or the Federal Mediation and Conciliation Service, a list of seven (7) arbitrators from which the Employer and the Association shall select an arbitrator by striking names alternately until one (1) remains who shall be designated the arbitrator for the grievance in question.

7. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement.

8. The arbitrator shall not order back pay in any case for a period of more than sixty (60) calendar days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee would have earned from his employment with the Employer, but not in excess of the period above defined.

9. No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

10. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

11. The decision of the arbitrator shall be final and binding upon the parties, except as provided in §12 infra. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expense of witnesses or participants called by the other.

12. The parties acknowledge the avoidance of unnecessary expenses related to arbitrations is a shared goal. In furtherance of this goal, they agree to try to resolve grievances before the arbitrator's cancellation period. In the event the Union withdraws an arbitration demand within the cancellation period and without obtaining a substantial concession from the City, it shall be solely responsible for the arbitrator's fees. Conversely, in the event that within the cancellation

period, the City concedes the substantial merits of the grievance, such that arbitration becomes unnecessary, the City shall be solely responsible for the arbitrator's fees.

13. Upon written notice from the Employer of proposed discipline or discharge, the affected Employee shall have the right to select whether he/she wants to proceed pursuant to Civil Service Law § 75 or Article IV § 6 of this Agreement. The Employee shall within ten (10) calendar days of notice of discipline from the Employer notify the City Manager in writing of his/her selection of the procedure to be followed. This selection is irrevocable once submitted, except as specifically and expressly waived by the City Manager.

14. If the Employer feels that the continued presence of the employee represents a potential danger to personnel or property, or would interfere with the operation of the Department, the employee may be suspended until the conclusion of the disciplinary hearing, but in no event in excess of thirty calendar days without pay. This suspension provision will be applicable to either procedure selected by the Employee. In the event that the employee elects the procedure under arbitration, the decision of the arbitrator shall be final and binding.

ARTICLE V PROBATIONARY PERIOD

All new employees and all employees with less than twelve (12) months service on the effective date of this agreement shall be regarded as probationary employees until they have been employed, within the negotiating unit, for a period of an aggregate of twelve (12) calendar months. Absence from work for any reason shall not be included and calculated in an employee's twelve (12) month probationary period, except that any required schooling shall not be counted as an absence from work. Probationary employees may be discharged in the sole discretion of the employer.

ARTICLE VI HOURS OF WORK AND OVERTIME

1. Shift Personnel

The work schedule shall be approximately forty (40) hours per week, consisting of an eight (8) day cycle, based on two (2) days, two (2) nights, and four (4) days off and eight (8) hours of overtime, paid in the last payroll of each year. New employees hired during the calendar year will have the eight (8) hours of overtime prorated, based on the date of commencing work.

Starting time for shift personnel shall be 8:00 A.M. for the day trick (10) hours, and 6:00 P.M. for the night trick (14) hours.

2. Day Personnel

For the purpose of this Agreement, employees regularly scheduled for straight day work shall be considered day personnel and work five (5), eight (8) hour days, Monday through Friday, forty (40) hours per week, unless the Employer, Employee and Union agree to four (4) ten (10) hour days or other special work week to obtain forty (40) hours per week.

3. Definition of Pay Rates

Shift and Day Personnel.

A. Bi-weekly rate shall be the annual salary including longevity increments divided by number of days/year and multiplied by 14.038.

B. Hourly rate shall be bi-weekly rate divided by 80 hours.

C. Daily rate shall be hourly rate multiplied by 8 hours.

The overtime hourly rate shall be paid at the employee's hourly rate times one and one-half (1-1/2) and shall be calculated in fifteen (15) minute segments:

Example

1 min. to 15 mins.	- no overtime
16 mins. to 45 mins.	- one-half hour overtime pay
46 mins. to 1 hr. and 15 mins.	- one hour of overtime pay

It is understood that time exchanged between employees shall not require payment of overtime.

When shift personnel are called back to work outside their normally scheduled tours of duty, a minimum of three (3) hours of pay calculated at the overtime rate shall be paid. If the call back work assignment and the day personnel regular shift overlap, they shall be guaranteed the additional two (2) hours pay calculated at the overtime rate.

When day personnel are called back to work outside their normally scheduled tours of duty, a minimum of two (2) hours of pay calculated at the overtime rate shall be paid. If the call back work assignment and the day personnel regular shift overlap, they shall be guaranteed the additional two (2) hours pay calculated at the overtime rate.

Overtime and double time shall not be pyramided under this Agreement.

4. Staffing and Overtime

A. The Association acknowledges and agrees that the issue of staffing levels is strictly a subject of management prerogative. However, the City agrees that for the term of this contract the Employer will call in Employees on an overtime basis whenever staffing falls below the level of twelve (12), subject to the following understandings:

1. This agreement shall not serve as a precedent and shall not modify, except during the term of this agreement, the management prerogative above referenced.

2. At the time of execution of this Agreement the City agrees to staff the ranks of firefighters, lieutenants and captains at the same level as in the Department on April 15, 2014. The City agrees to maintain staffing at this level or greater for the term of this contract. Positions will not be left vacant, nor abolished due to economic or budgetary constraints.

3. It is understood that on a day shift when the Chief is on duty, the following shall apply:

(a) A Captain serving as a Shift Commander will receive out of title pay in accordance with Article XXI.

(b) The Assistant Chief or Chief in charge, but only one and with respect to the Chief, only on weekdays and non-holidays, shall be counted as one of the twelve (12) minimum staffing, regardless of other duties in which he/she may also be engaged. Only one Assistant Chief shall be included in determining the twelve (12) person staffing level. The Training Officer, Safety Officer and Fire Inspection Officer will not count toward the twelve (12) person minimum.

4. Time and one-half per hour will be paid for all overtime situations and also on the eight (8) hour compensatory pay in the last yearly paycheck. On recognized holidays, if an employee is ordered to work to maintain minimum staffing levels, that employee's hourly rate will be at double time.

B. Employees shall be offered overtime excluding emergency calls for alarms or for two (2) hour holdover of call in, on a departmental rotation basis beginning with the most senior man on a seniority basis from the following two lists: (1) Firefighters; (2) Officers. Personnel not qualified to fill the vacancy in accordance with Departmental Rules and orders of the Fire

Chief, when their name reaches the top will be held over in that position on the list until a vacancy occurs in which they are qualified and capable to accept. However, the Officer in Charge will be required, if provisions can be made, to use a Firefighter or Officer in a position he/she is qualified to fill. In addition, overtime caused by absence of personnel will be filled by a similar classification; Firefighter for Firefighter, Officer for Officer. A call-in of personnel prior to the starting of a shift shall be based upon vacancy classification and oncoming personnel. A two (2) hour holdover of day personnel may be granted to the employee assigned to the vacancy during the designated shift being worked, if overtime is required. The parties agree to devise a work rule which insures there is a fair and equitable distribution of overtime opportunities for firefighters and officers.

C. Assistant Chiefs shall be excluded from the officer's overtime list.

D. A rejection of overtime shall be considered the same as overtime worked for equalization purposes.

ARTICLE VII WAGES

1. Wage Rates

A. The following ten (10) step salary schedule shall apply to Firefighters covered under this agreement:

JULY 1, 2013 – JUNE 30, 2014

Effective July 1, 2013, employees covered under the existing contract between the Employer and Union will be paid the following wages:

GRADE	A	B	C	D	E	F	G	H	I	J
Firefighter	32000	36000	38000	40927	44197	47736	51554	55677	60255	62255
Lieutenant							62255	63750	65254	66978
Captain							65254	66759	68259	70652

JULY 1, 2014 – JUNE 30, 2015

Effective July 1, 2014, employees covered under the existing contract between the Employer and Union will be paid the following wages:

GRADE	A	B	C	D	E	F	G	H	I	J
Firefighter	33525	37525	39525	42452	45722	49261	53079	57202	61780	63780
Lieutenant							63780	65275	66779	68503
Captain							66779	68284	69784	72177

JULY 1, 2015 - JUNE 30, 2016

Effective July 1, 2015, employees covered under the existing contract between the Employer and Union will be paid the following wages:

GRADE	A	B	C	D	E	F	G	H	I	J
Firefighter	33860	37900	39920	42877	46179	49754	53610	57774	62398	64418
Lieutenant							64418	65928	67447	69188
Captain							67447	68967	70482	72899

JULY 1, 2016 – JUNE 30, 2017

Effective July 1, 2016, employees covered under the existing contract between the Employer and Union will be paid the following wages:

GRADE	A	B	C	D	E	F	F	H	I	J
Firefighter	34537	38658	40718	43735	47103	50749	54682	58929	63646	65706
Lieutenant							65706	67247	68796	70572
Captain							68796	70346	71892	74357

B. The minimum rate for each classification shall be paid to the employee on his/her appointment to the position. Increases to the next step in the salary grade shall be as follows, Step B upon completion of six (6) months, Step C upon completion of the initial twelve (12) month probation period (pursuant to Article V) of employment for new employees and six (6) months for promotional employees; and thereafter each year on the anniversary date of said increase to the next step.

C. Employees who have an anniversary date for the purposes of salary step increases established by past practice shall continue to receive increases on that anniversary date.

2. Transfers, Promotions and Demotions

When an employee is transferred, promoted or demoted, his rate of pay for the new position shall be determined as follows:

A. Transfers:

An employee transferred to another position in the same class will continue to receive the same pay rate until he/she is promoted or demoted or until his/her pay rate is adjusted in accordance with this Article.

B. Promotion:

An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

1. If his/her rate of pay in the lower class is below the minimum salary for the higher class, his/her rate of pay shall be increased to the minimum for the higher class.

2. If his/her rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the next higher step.

3. If the rate of pay of the employee in the lower class is higher than the maximum rate of pay in the higher class, he/she will receive no salary increase on promotion.

4. Following a promotion, the employee's increase to the next step in the salary grade shall be upon completion of six (6) months in the new position and thereafter on the anniversary date of the completion of six (6) months in the new position.

C. Demotion:

An employee demoted from a position in one class to another having a lower pay range shall receive a salary decrease of not less than one step.

1. If the rate of pay of the employee in the higher class is above the maximum salary for the lower class, his/her rate of pay will be decreased to the maximum rate of the lower class, unless the decrease shall be less than one step, in which case his/her pay shall be reduced to the next lower step in the pay range.

2. If the rate of pay of the employee in the higher class is within the pay range of the lower class, his/her rate of pay will be decreased by one pay step.

3. Following a demotion, the employee's future increments shall continue to be based on the anniversary date established by this Article.

3. Miscellaneous

In addition to the above schedule of pay:

A. The City shall designate a person as Fire Inspector (only one) who shall receive \$1,250.00, annually, in addition to the pay for his/her classification and his/her longevity pay; said \$1,250.00 to be paid at the end of each contract year or prorated if reassigned from this designation or resignation.

B. The City shall designate a person as the Fire Department Instructor who shall receive \$1,500.00, annually, in addition to the pay for his/her classification and his/her longevity pay; said \$1,500.00 to be paid at the end of each contract year or prorated if reassigned from this designation or resignation.

C. The City shall designate a person as Mechanic Helper (only one) who shall receive \$1,250.00, annually, in addition to the pay for his/her classification and his/her longevity pay; said \$1,250.00 to be paid at the end of each contract year or prorated if reassigned from this designation or resignation.

D. Effective July 1, 2005, any bargaining unit member who is either (1) EMT-D, (2) Code Enforcement, or (3) Certified First Responder (CFR) certified on July 1 shall receive an additional payment of \$600.00 per contract year. Payment shall be made in the first pay period of July of each year. A maximum of \$600.00 shall be paid per employee per year, even where dual certification is obtained.

E. Longevity

Longevity shall be paid at the following schedule:

4 years	\$ 300.00
8 years	\$ 600.00
12 years	\$ 900.00
16 years	\$1200.00
19 years	\$1500.00

In calculating consecutive service for purposes of longevity pay, only resignation, discharge or other termination of employment shall be considered as terminating consecutive service. However, no accumulation of consecutive service shall occur while an employee is

suspended for a period of two (2) weeks or more, or while on leave of absence without pay for two (2) weeks or more.

F. Method of payment for compensation earned shall be made bi-weekly on Friday, or on Thursday, if Friday is a designated holiday, for the prior two (2) calendar weeks of work.

ARTICLE VIII HOLIDAYS

The following days shall be designated holidays:

New Year's Day, Fourth of July, Lincoln's Birthday, Labor Day, Martin Luther King's Birthday (third Monday in January), President's Day (also known as Washington's Birthday (celebrated on the third Monday in February)), Columbus Day, Easter Sunday, Veterans' Day, Memorial Day (last Monday in May), Thanksgiving Day, and Christmas Day.

Employees must work, or fall within the categories set forth in the following paragraph, for the scheduled working day prior to and the scheduled working day after the holiday in order to be eligible for pay on the holiday.

Each shift employee who is scheduled and required to work and does work on a holiday shall receive an additional day's pay at the straight time daily rate (i.e. eight hours of pay for each qualifying holiday) for each holiday worked in the contract year. Shift employees not scheduled or required to work because of normal days off, on vacation, on personal leave day, on paid leave of absence, absence due to job incurred injuries, or on sick leave for 75 consecutive calendar days or less, shall receive one additional day's pay at the straight time daily rate (i.e. eight hours of pay for each qualifying holiday). Annual payments shall be made in a separate payroll check in the first or second week of November of each year, for all holidays earned to date, plus any remaining holidays not yet earned for that year. Employees who do not earn the remaining holidays in the year, or who do not complete the year due to separation from employment for any reason, will have holiday pay for holidays not earned deducted from their final payouts. Any employee who works overtime on a holiday shall receive double time for such overtime hours worked.

This Article shall apply to the twenty-four (24) hour period which comprises the holiday, commencing at 8:00 A.M. the day of the holiday.

Employees regularly scheduled for straight day work shall be paid their regular pay for all holidays off. Holidays falling on Saturday will be observed on the preceding Friday, and holidays falling on Sunday will be observed on Monday.

As provided for by Section 63 of the Public Officers Law, veterans who work on Veterans' Day or Memorial Day or who are scheduled to work on Veterans' Day or Memorial Day but are on vacation, may request and be credited with a compensatory day in lieu of receiving an additional day's pay for working on the holiday; said compensatory day to be taken by the employee within thirty (30) days of said holiday.

Work on the designated holidays shall be limited to that which is deemed by the Employer to be necessary for furnishing service to the public, as it pertains to regular daily employees.

**ARTICLE IX
VACATIONS**

All employees covered by this Agreement and assigned to work the Shift Personnel schedule shall be granted a paid vacation according to the following schedule:

Required Service:	1 year but less than 10 years:
1st trimester:	4 days (i.e., 2 days, 2 nights)
2nd trimester:	8 days (i.e., 4 days, 4 nights)

Required Service:	10 years to retirement:
1st trimester:	8 days (i.e., 4 days, 4 nights)
2nd trimester:	8 days (i.e., 4 days, 4 nights)

Each vacation shall be based on the regular work schedule of the employee (i.e., 2 days, 2 nights per 8 day cycle).

Employees covered by this agreement and assigned to work the Day Personnel schedule shall be granted paid vacation in eight (8) or ten (10) hour increments, based upon hours scheduled. Day Personnel shall select vacation time as needed and not according to the Trimester selection system.

Day Personnel Vacation Time:

One year but less than ten years:	Twelve, ten hour days or fifteen, eight hour days
Ten years to retirement:	Sixteen, ten hour days or twenty, eight hour days

Each vacation shall be selected by the employee based on department seniority.

In addition to the above leave time, employees shall be granted longevity days, by seniority, based on calendar years of service as follows:

4 years but less than 8 years	1 day
8 years but less than 12 years	2 days
12 years but less than 16 years	3 days
16 years but less than 20 years	4 days
20 years and over	5 days

No employee, for any reason, shall be deprived of any vacation time or longevity days that he/she is entitled to, provided the employee is not causing delay in taking said days.

Longevity days can only be taken when staffing permits, i.e., thirteen (13) personnel or more scheduled on duty and with the permission of the Fire Chief or his/her designee. Members shall give the Fire Chief or his/her designee a maximum of seven (7) days' notice prior to the request to use a longevity day(s). In all other respects, the party's past practice and the existing work rule shall govern the taking of longevity days.

Employees shall have the option to apply unused longevity days either:

- 1) to their health insurance bank at a dollar value (salary the year the day is being banked divided by 260 = value per day). Upon retirement, this banked amount may be applied to retiree's health insurance payments; or
- 2) to cash out any unused days remaining at the end of the calendar year to be paid at the employee's hourly rate multiplied by twelve (12) for each day earned. The cash out will be provided by separate check during the first claims list each January, and will not be credited toward the employee's pension contribution; or
- 3) any combination of the above.
- 4) An employee choosing any of the above options shall notify the Chief or his/her designee of the same on or before December 31st each year.

An employee who dies while in active service and who has accrued, but unused, longevity days shall have paid to his/her estate for each unused longevity day his prevailing hourly rate (defined in Article VI; Definition of Pay Rates), multiplied by 12 hours and the longevity payment addressed in Article VII of this Agreement. In the year immediately preceding retirement or termination of employment (for any reason), an employee may elect to defer longevity days otherwise due to him/her and receive in his/her final paycheck for each unused longevity day his/her prevailing hourly rate, multiplied by 12 hours, in addition to longevity pay due pursuant to Article VII of this Agreement.

Employees who retire before twenty (20) years of service shall receive and be paid an additional twenty-one (21) days of vacation at three (3) weeks of normal pay. Said employees retiring after twenty (20) years of service shall receive an additional twenty-eight (28) days of vacation at four (4) weeks of normal pay. In each instance, the employee must give notice of his/her intent to retire to the employer at least thirty (30) days prior to his retirement in order to be eligible for this benefit. If a member of the bargaining unit dies during his twentieth (20th) year of employment or later, the deceased Firefighter's estate shall be entitled to the additional four (4) weeks of normal pay, notwithstanding the fact that the required notice was not given nor actual vacation taken.

In the event of termination or retirement, the employee shall be credited with and paid for all unused vacation prorated for each full month worked during the vacation year in which he/she is terminated.

A maximum of two (2) employees from the same platoon will be permitted to take vacation during any given period; provided, however, in the event that three (3) employees from the same platoon need to be off in any given trimester in order to allow all vacation to be taken, the City will compute the number of vacation slots necessary for a given platoon and will post the number of triples necessary for that trimester and only two members may be off the remaining weeks of that trimester.

Vacations will be scheduled by the Chief of the Department or his/her designee, based on department seniority, taking into consideration department strength and weekly work schedules. Four (4) consecutive days and four (4) consecutive nights in the third trimester shall be added to this schedule per forty-eight (48) week work period or prorated for new employees hired during the calendar year, to average the work week to forty (40) hours for all shift employees.

The four (4) remaining weeks work schedule in a calendar year to average forty (40) hours will be handled as provided under Article VI, Shift Personnel. Employees shall be permitted to exchange vacation time subject to the approval of the Chief or his/her designee.

For the purposes of this Agreement, all vacation time and compensatory time shall be considered "Annual Leave."

ARTICLE X SICK LEAVE

A. Each probationary employee, upon entry into service, shall be credited with five (5) sick days and shall thereafter accumulate one (1) sick day for each month of his probationary period during which he/she is actively at work for at least fifty (50) percent of his scheduled shifts, exclusive of vacations, and paid leaves of absence, up to a maximum of seventeen (17)

such sick days. Upon completion of the probationary period, such accumulated days shall be terminated.

Each shift employee upon completion of his probationary period shall be credited with one hundred and ninety-nine (199) working days of paid sick leave to be applied toward time off due to illness or injury which is not work related. Such leave shall be reduced by one (1) day for each day paid.

Except as provided hereinafter, Employees may not accumulate more than one hundred and ninety-nine (199) working days of sick leave; however, when an employee's credited sick leave falls below one hundred and ninety-nine (199) days, he/she will be credited for one (1) day of sick leave during each month that his/her sick leave is below one hundred and ninety-nine days and during which he/she is actively at work for at least fifty (50) percent of his/her scheduled shifts, exclusive of vacations and paid leaves of absence.

B. Employees assigned to permanent days shall have their sick leave calculation based upon two hundred and sixty (260) working days.

C. When continuous sick leave exceeds two (2) working days, the Employer may require of the Employee upon his return to work as a condition of payment a statement from the employee's physician certifying the nature of the illness, the period of disability, and that the employee is able to return to work. In the event the employee is not able to obtain a certificate that the employee is able to return to work, this shall not prevent him/her from reporting to work and actually working. The Employer, however, at his discretion, may request a physical examination and the Employer will bear the expense of said examination.

The employee, if requested, shall provide his/her own certification from his/her own physician in order to receive pay for his/her sick leave.

When an employee has used in excess of eight (8) paid sick leave days in a contract year, or prior twelve (12) month period, where the eight days is composed of such leave taken in one and two day segments, the Employer may require a physician's statement for any future payments of sick leave during the contract year. When continuous sick leave exceeds thirty (30) calendar days, the Employer may require a physical examination by a physician selected by the Employer, and paid by the Employer.

Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

D. Accumulated sick leave shall not be payable at the time of termination of employment unless a physician selected by the Employer certifies that the termination of the

employee was necessitated by illness or injury, and then only so long as such illness or injury continues and the employee permits physical examination at reasonable intervals.

E. Effective July 1, 1993, employees with twenty (20) or more years service shall accumulate one (1) day of sick leave per month, with no maximum limitation on the number of days an employee might accumulate.

F. Upon retirement, retiring firefighters may utilize unused sick leave time as payment toward future health insurance premiums, as follows:

Sick leave will be credited towards an employee's future health insurance premium costs at a dollar value equivalent of two (2) accrued leave days to one (1) paid workday. Said amount shall be calculated as follows: Annual Salary divided by 260 equals daily pay. This cash credit shall be applied toward the then current insurance cost percentage amount paid by retirees.

ARTICLE XI PERSONAL LEAVE

Each employee shall receive two (2) non-cumulative paid personal leave days during each contract year, which shall be taken in a whole day segment upon application to the Fire Chief. Personal leave shall not be used on holidays.

The personal leave days will be granted by the Chief in accordance with the current established work rule dated July 22, 1981. It is further understood that two (2) additional employees per shift will be granted a personal leave day over and above the current work rule, and where practical and reasonable, the employee shall give advance notice to the Chief of the requested personal leave day.

ARTICLE XII BEREAVEMENT LEAVE

In the event of death of one of the following members of an employee's immediate family, namely: parents, including foster or step-parents, spouse, children, including foster children, step-children, and grandchildren, brother, sister, or other relative who is a member of the employee's household, the employee shall be excused from work at his/her request from the day of the death to the day of the burial¹ but in no event shall this leave exceed four (4) consecutive days.

¹ The parties acknowledge that the burial could occur sometime after the actual funeral service, but in no event shall the funeral leave exceed four (4) days as referenced above.

In the event of death of an employee's mother-in-law, father-in-law, brother-in-law or sister-in-law, the employee shall be excused from work at his/her request for the day of the funeral, and two (2) preceding days, provided that those days were regularly scheduled work days of the employee.

In the event of death of an employee's grandparent, aunt or uncle, the employee shall be excused from work at his/her request for the day of the funeral.

ARTICLE XIII MILITARY LEAVE

Employees covered by this Agreement who, as members of a State or National Guard or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency active service will be compensated by the Employer in accordance with the Employer's Military Leave Policy attached hereto.

Employees shall notify their supervisors as far in advance as possible of required military assignments and not later than the workday following receipt of official notice of such assignments.

It will be the responsibility of each employee to be paid under this Article to present his supervisor with an official record of the time spent for the claimed period of active service.

No employee will be required to apply his vacation period to any period of mandatory military service.

ARTICLE XIV LEAVE OF ABSENCE

The Employer may authorize leaves of absence with pay for a period or periods not to exceed three (3) calendar months in any one calendar year for attendance at a college, university, or business school for the purpose of training in subjects related to work of the employee and which will be of mutual benefit to the employee and the Employer.

The Employer may authorize leaves of absence with pay in excess of the above limitations for the purpose of attending extended courses of training that are deemed by the Employer to be of special benefit to the Employer.

The Employer may authorize leaves of absence without pay for a period or periods not to exceed three (3) calendar months in any one calendar year for urgent or personal business of the individual employee.

**ARTICLE XV
EDUCATION BENEFITS**

The Employer shall pay the full cost of tuition for up to four (4) credit hours per semester, and limited to 12 credit hours per calendar year upon completion of the course, at Cayuga County Community College or other institutions approved by the City Manager in subjects pertaining to fire science, or subjects required to obtain an Associate Degree or Bachelor's Degree in Fire Science, or other related field, for any employee covered by this Agreement. Such courses shall be taken on the employee's time, without pay and with prior approval from the City Manager.

The Employer shall pay the full cost of tuition at Cayuga County Community College or at Onondaga County Community College, but as to other institutions approved by the City Manager, the amount paid by the Employer shall be no greater than the rates per credit hour at Cayuga County Community College and then and there applicable.

The Employer, upon request of the Association, will authorize a leave of absence without pay for a period not to exceed a total of six (6) weeks, for any designated member chosen by the President of the Bargaining Unit to attend the George Meany Center for labor studies and that all cost associated with attendance at this school shall be borne by the Association and/or employee. For this purpose, an employee may apply any of his unused vacation time to this leave of absence. No more than two (2) employees may attend the George Meany Center at any one time.

Any employee of the Association eligible for Tuition Assistance Program grants in regard to courses for which tuition is to be paid in whole or in part by the Employer, shall be required to apply for said grant, if eligible, and the amount of any grant received shall be a credit towards the tuition payment to be made by the Employer.

These provisions shall not be retroactive.

**ARTICLE XVI
UNIFORM ALLOWANCE**

1. Each employee covered by this Agreement shall receive one thousand two hundred (\$1,200.00) dollars as a clothing allowance, paid on the first claims list issued in October, 2013 and 2014. In order for employees to receive a separate check under the claims list payment in October, employees must submit their uniform receipts for the preceding fiscal year to the Chief no later than August 31 of the year of payment. If the receipts do not add up to the total allowance, the difference will be taxable income. Payout for a partial fiscal year of service upon retirement or voluntary separation by the employee shall be pro-rated on a quarterly basis

for each quarter (with the first quarter to commence July 1 of the year) of employment completed by the employee. After fiscal year, 2013-14, the clothing allowance will be folded into base pay.

2. It shall be the policy of the Department to accept two (2) members designated by the Union to confer with in the selection of uniforms and equipment.

3. Each employee covered by this Agreement shall receive three hundred twenty-five (\$325.00) dollars as a clothing maintenance allowance, which will be paid on the first claims list issued in the month of October, 2013, and each year thereafter. In order for employees to receive a separate check under the claims list in October, employees must submit their clothing maintenance receipts for July 1 through June 30 to the Chief no later than August 31. The receipts must specifically state/list that the expense was incurred for maintenance of uniforms. If the receipts do not add up to the total allowances, the difference will be taxable income.

4. Any employee on the payroll at any time during the calendar year shall receive the full clothing maintenance allowance for the year. If the employee is not on the payroll for the first claims list issued in the month of October, he/she shall receive these allowances during the first claims list after he/she is placed on the payroll; provided however, that effective July 1, 2014 the uniform allowance is added into base salary and therefore shall not be paid separately.

5. The Employer shall also supply each Firefighter and Fire Officer with standard helmet, turnout coat, pants, boots, and gloves. Non-uniformed employees shall not receive a clothing allowance. No Firefighter shall wear equipment that has not been approved by the City as being in compliance with OSHA standards.

ARTICLE XVII COMPENSATION FOR TRANSPORTATION COSTS

When an employee is required to use normal public transportation facilities in fulfillment of his/her duties, the Employer shall reimburse the employee the actual transportation cost upon presentation of a paid receipt.

Whenever an employee is requested by the Chief Officer in Charge to use his personal car for transportation in fulfillment of his/her duties, reimbursement will be made by the Employer at the Employee Business Rate established by the Internal Revenue Service. Reimbursement payments shall be made monthly upon submission of mileage claim sheet approved by the Chief of Fire.

**ARTICLE XVIII
SERVICE CONNECTED DEATH BENEFITS**

The Employer shall provide employees covered by this Agreement, for the term of this Agreement, with all of the benefits, terms and conditions of Article 10, Section 208-b and Section 208-c, of the General Municipal Law as added by L. 1958, c. 882, and amended by L. 1964, c. 742, and amended by L. 1981, c. 877 (1), effective July 31, 1981.

The death benefit to be paid under the terms and conditions of Section 208-b shall be one year's salary, and One Thousand Dollars (\$1,000.00) or twenty-five percent (25%) of the final annual salary of the employee, whichever is greater, for each child under age eighteen (18), or where applicable, the benefit provided by 208-c.

**ARTICLE XIX
HEALTH INSURANCE**

1. The Employer shall provide health insurance coverage for the term of this Agreement. As set forth hereinafter, each employee shall have the option of electing family or individual coverage under either the Blue Cross/Blue Shield Select Blue Plan (Traditional Blue Cross/Blue Shield, hereinafter "Select") or the Blue Cross/Blue Shield Comprehensive Plan (hereinafter "Comprehensive"), both Plans to be administered by Excellus Blue Cross/Blue Shield Central New York Region (hereinafter "Blue Cross/Blue Shield") for all employees covered by this agreement.

A. Employees hired prior to July 16, 1997 electing individual or family coverage under the Comprehensive Plan shall contribute 5% of the monthly premium for such coverage effective January 1, 2010 and 10% of the monthly premium for such coverage effective July 1, 2012. Employees will be responsible for any deductibles or co-pays contained in the Comprehensive Plan.

B. Employees hired prior to July 16, 1997 electing individual or family coverage under the Select Plan will be required to contribute 5% of the monthly premium for said individual or family coverage through December 31, 2009 and 10% of the monthly premium for such coverage effective January 1, 2010 and 15% of the monthly premium for such coverage effective July 1, 2012. Employees will be responsible for any deductibles or co-pays contained in the Select Plan. Among other terms, this Plan contains a \$100.00 Major Medical deductible per person or \$300 per family.

C. Health insurance premium contributions for newly hired employees, i.e. employees hired on or after, July 16, 1997, shall be 20% for the employee's first year of employment, and 15% thereafter. This is for plans presently offered, Select and Comprehensive.

2. Regardless of the insurance plan elected, all employees will be eligible to participate in a prescription plan (hereinafter "RX Plan"). This Plan will be administered by Blue Cross/Blue Shield. An RX card (ID card) will be issued to each participant in the prescription plan. Upon presentation of the ID card, the participant shall be entitled to purchase prescription medication from any provider with a co-pay, as provided in the standard Blue Cross/Blue Shield three tier plan, for \$5.00, \$15.00 or \$30.00. There shall be a \$2000.00 per year, per individual cap on prescription drug coverage. Once an individual satisfies this cap s/he shall not be obligated to make any further co-pays for the duration of the calendar year.

3. There shall be a \$2000.00 per year, per individual cap on Major Medical. Once an individual satisfies this cap, s/he shall not be obligated to make any further co-pays for the duration of the calendar year.

4. Regardless of the insurance plan elected, all employees will be eligible to participate in the Section 125 Flexible Benefit Plan known as the "Best Flex" Flexible Spending Program (hereinafter "Best Flex") offered by Excellus Benefit Services. The specific terms of the Best Flex Plan shall be those offered by Excellus Benefit Services at the time of the signing of this Agreement and shall not be modified in any way during the term of this Agreement except by express written consent of the parties.

5. The Employer shall contribute \$12.70 per month for any employee electing to participate in a Group Health Dental Plan. The employee shall pay the additional cost of said Plan.

6. No employee who, during the term of this Agreement, is covered by a hospital-surgical or dental plan at no cost to himself/herself shall be eligible for this insurance.

7. Upon retirement, members of the Association shall receive all health benefits in effect at the time of their retirement including the RX Card (but not including the Flex Plan). The City will pay 50% of the cost of retiree insurance premiums and the retiree will be responsible for the remainder. Subject to the terms of this Article, if an amendment/change in the health plan is negotiated for current employees, those amendments/changes to the health plan will simultaneously become effective for all retirees on the commencement date of the amendments/changes. Nothing contained herein shall limit or restrict the rights of current retirees or retired firefighters covered by a resolution adopted by the Auburn City Council on or about December 22, 1987.

8. Patient confidentiality will be maintained strictly with respect to all health claim information.

9. Once per year employees and retirees shall have the option of changing coverage from Comprehensive to Select or vice-versa. The Association, City and Blue Cross/Blue Shield shall agree on the date for making this election of coverage.

10. Prescriptions shall not be reimbursable under the Major Medical provisions of the plans. All prescriptions shall be submitted through the RX card or purchased through the CAN-RX program, available to all members.

11. All benefits provided for herein shall be made for all months that an employee is actively at work and all periods of sick leave whether work related or not, and all periods of paid leave of absence. If an employee has exhausted sick leave benefits and his employment is not terminated, he shall be permitted to continue health insurance and dental coverage by paying the full cost of said coverage to the Treasurer's Office of the Employer.

12. The Employer and the Association recognize a mutual concern for the increasing costs of health benefits. Both the Employer and the Association agree to exercise their best efforts to take steps to monitor health costs and to mutually agree upon such steps or actions as are reasonable and necessary to maintain a reduced health care cost and, at the same time, to provide continuing health benefits equal to or better than the Plans provided under this Agreement. Toward that end, the parties agree to establish and maintain a Health Benefit Committee, as follows:

A. The Health Benefit Committee shall consist of an equal number of representatives appointed by the Employer and the Association. The Association shall be entitled to have a maximum of three employees paid for up to three hours per meeting for attending sessions of the Health Benefit Committee, said pay to be contingent on the employee being regularly scheduled to work at that time.

B. It is contemplated that the Committee may include representatives from other of the Employer's bargaining units and that any change in plans or benefits may apply to either members of the Association or other employees of the Employer.

C. The function of the Committee shall be to evaluate health plans and benefits for employees and to modify, amend or change the plans or benefits as shall be reasonable and prudent. In evaluating new plans, the Committee shall consider cost, administration of the plan and the ease of access to employees, projected changes in the benefit level and the health plan or benefit being provided to other of the Employer's employees.

D. The parties expressly agree that the City cannot change to a new plan during the term of this Agreement unless it is equal to or better than the existing plan in the aggregate.

E. Absent express, written consent by the parties hereto, the Plans identified herein, to wit, Select and Comprehensive shall remain in effect for the duration of this Agreement and/or until the parties reach accord on a successor Agreement.

13. No change of health plan or benefits shall be instituted except and upon the following conditions:

A. Mutual agreement by the Employer and the Association.

B. In the event of no mutual agreement, the Employer or Association annually may submit to the other party a proposed plan or proposal for changes in benefits. The receiving party shall have a period of thirty (30) days in which to review or comment on such plan. If there are no objections, the plan shall be implemented. If the receiving party does object to the plan, then the plan may be submitted to arbitration on the issue of equality of benefits, consistent with the terms of this contract and within the guidelines established above. No plan shall be implemented prior to determination by arbitration. The objecting party may submit to arbitration its proposed plan for consideration by the arbitrator, but only if the objecting party has previously submitted a plan for consideration and review by the other party.

14. The Employer agrees to permit one employee designated by the Association to use up to two hours of each week, non-cumulative, during normal working hours, to act as a representative of the Health Benefits Committee to the Association membership and to perform such duties, activities and other functions as are consistent with the work of the Health Benefits Committee.

15. The three delegates selected by the Association to serve on the Health Benefits Committee will be given per contract year a leave of absence with pay for a total of three working days to be shared by such delegates to attend seminars, meetings and conferences that specifically relate to the work of the Health Benefits Committee. The Association shall promptly notify the Chief and the Employer of the persons so designated and shall provide proper notice of any requests to attend conferences. In no event shall the above activities be permitted to interfere with the efficient operation of the Fire Department. Additional conference days with pay will be allowed for the three delegates for such conferences as are mutually determined by the Association and the Employer to be necessary for the purposes of the Health Benefit Committee.

16. Effective July 1, 2003, the City shall provide each employee a maximum reimbursement of one hundred fifty (\$150.00) dollars per year as and for a vision benefit.

17. Employees may elect to decline the City's Insurance benefits, provided they can demonstrate proof of continuous coverage under a non-City plan. Any employee who exercises this option, will be eligible for a \$2,000 yearly stipend, payable in two semi-annual installments and pro rated for partial year coverage. Installments will normally be paid in the first payroll in

January and the last payroll in June of each year. The employee must demonstrate continuous coverage throughout the non-coverage stipend period and prior to opting back into the City health coverage. Employee may opt back into City coverage with proof of continuous coverage, during annual open enrollment or upon a qualifying event. If the Employee experiences a lapse in coverage, employee may not opt back into City plan and will then be no longer able to obtain \$2,000 stipend.

ARTICLE XX PENSION

The Employer shall provide each employee covered under this Agreement a pension under the New York State Policemen's and Firemen's Retirement System, Section 384 (e) and shall permit retirement after twenty (20) years of service.

Employees in Tiers I, II, and V shall have all contributions paid by the Employer. Employees in Tier VI shall contribute to the cost of the pension, consistent with the applicable provisions in the New York State Retirement and Social Security Law.

In addition, the Employer shall provide service allowance for military service during World War II as provided for under Section 241-k and transfer of service from another system, Section 343-g, the One-Year Final Average Salary Option as provided for under Section 302-9(d), and the Career Retirement Plan provided for under Section 375 (e), (g), (i) of the Retirement and Social Security Law.

ARTICLE XXI OUT OF TITLE WORK

Whenever an absence exists for the positions of line Lieutenant and/or Assistant Chief, in excess of one (1) hour, due to Departmental assignment or vacancy in the position and such absence is filled by an employee or employees whose wages are less than those paid for the classification of the absence, the employee or employees assigned to fill such absence shall be paid on an hourly rate basis at Step "I" or the second to the highest step, whichever is greater, for the position of Lieutenant, or in the case of an Assistant Chief, the employee shall be paid at the rate of two (\$2.00) dollars per hour over his hourly rate, depending on the position the employee is filling for all hours worked out of title.

It is further understood and agreed that employees filling a higher classification shall receive longevity pay based on their own length of service.

Assignment of said employee shall be by the Chief of Fire or his designated representative, with consideration being given to seniority and suitability; except that the Chief,

in his discretion, shall appoint a Captain or higher to the position of Company Commander, and any officer as Training Officer.

**ARTICLE XXII
CIVIL SERVICE LIST**

The Employer shall make it a practice to have available a Civil Service Promotion List for each job classification in the Fire Department. The Association recognizes that the Employer's responsibility under this Article is subject to the performance of the Municipal Civil Service Commission.

**ARTICLE XXIII
EXCHANGE OF DUTY AND ELBOW ROOM**

The present practice of permitting employees to exchange tours of duty shall continue; however, such exchanges shall continue to be subject to the approval of the Fire Chief.

The present practice known as "elbow room" shall continue; however, it is understood that the Employer shall not be held responsible for the practices of employees in fulfilling their obligations to fellow employees under the "elbow room" system.

**ARTICLE XXIV
QUARTERLY CONFERENCES**

Each quarter during the term of this Agreement, the Employer and the Association shall meet for the purpose of discussing personnel practices, and, where possible, to resolve differences regarding such practices. Three (3) employees to be designated by the Association shall be given up to three (3) hours with pay if scheduled to work for the purpose of attending such quarterly meetings. The Employer and the Association shall submit an agenda of subjects to be discussed to the other party three (3) working days prior to the scheduled quarterly meeting.—An absence of agenda from both parties will result in a cancellation of the quarterly meeting. A summary of items discussed and decisions reached shall be prepared in writing by the City Manager within fifteen (15) days after the conclusion of the quarterly conference.

**ARTICLE XXV
EMPLOYEE PROTECTION**

The Employer will provide counsel for the defense of a Member of the Department against whom a civil complaint is filed arising out of an incident in line of duty with the Department, except for acts of willful misconduct, at no cost to the Member of the Department.

If an employee arrives at the scene of an emergency prior to the arrival of duty personnel, the Employer shall consider the employee on active status if appropriate action is taken by the employee to meet the emergency. The employee shall be responsible for reporting his actions upon the arrival of the duty officer.

ARTICLE XXVI SENIORITY

Seniority shall be defined as an employee's length of continuous service in rank with the Auburn Fire Department and his last date of commencing employment, except that in vacation selection, seniority shall be total length of continuous service with the Department.

When an absence exists for the position of line Officer and the Duty Chief or his designated representative determines to assign a Firefighter to this absence, consideration shall be given in the following order:

- (1) Firefighter assigned to the company and the platoon with at least five (5) years of experience;
- (2) Firefighter assigned to the company with at least 5 years of experience;
- (3) Firefighter assigned to the platoon (shift) with at least 5 years of experience;
- (4) out of company Firefighter with at least 5 years of experience.

Continuous service shall be broken as a result of a resignation by the employee or a discharge for just cause.

The Employer shall furnish the Union on January 1st of each year a seniority list showing all employees covered under this Agreement and the last date of appointment to their designated rank for continuous service, and their last date of commencing employment.

When a permanent vacancy exists due to resignation, promotion, or disability, the Chief shall post on the bulletin boards of all companies a notice to this effect for a period of fifteen (15) calendar days, and shall provide space where employees requesting consideration for this vacancy may sign their name. A list of names of employees signing this notice shall be forwarded to the Union President.

At the conclusion of the period, the Employer agrees that in filling the job vacancy, the following factors will be taken into consideration: (1) aptitude, skill and ability to perform the required work; (2) dependability; (3) physical ability; and (4) seniority. If the aptitude, skill and

ability, dependability, and physical ability of qualified bidders are relatively equal, seniority will prevail. The Employer shall furnish the Union President a copy of the notice of reassignment.

The Employer shall furnish the Union President a copy of all temporary assignments.

**ARTICLE XXVII
MISCELLANEOUS PROVISIONS**

As provided by Civil Service Law, any reduction or reactivation of competitive positions shall be in accordance with local Civil Service Law.

A committee consisting of two (2) Union representatives and two (2) representatives from Management shall review the Department Rule Book for recommendations on proposed changes. This committee will act in an advisory capacity only.

**ARTICLE XXVIII
PHYSICAL REQUIREMENTS**

The parties acknowledge the existence of the Auburn Fire Department Medical Evaluation Policy which is attached hereto as Appendix B, and agree to abide by the terms and conditions therein.

**ARTICLE XXIX
SAVINGS CLAUSE**

Should any provision of this Agreement be declared unlawful by any Federal or State Court, the parties shall honor the remainder of the Agreement and shall meet for the purpose of re-negotiating that portion declared unlawful.

**ARTICLE XXX
SUBCONTRACTING**

The City of Auburn agrees that current fire suppression and emergency medical duties of the Auburn Fire Department shall not be subcontracted, in whole or in part to any other corporation or company during the term of this agreement, unless otherwise agreed to in writing between Local 1446 IAFF and the Employer, provided however that nothing contained herein shall restrict the ability of the City to enter into intergovernmental agreements between the City, Towns and Villages.

**ARTICLE XXXI
HEALTH AND SAFETY COMMITTEE**

There shall be a Safety Committee during the term of this Agreement.

The Safety Committee shall consist of two (2) representatives appointed jointly by the City Manager and the Fire Chief, both of whom will occasionally meet with the Committee, and two (2) representatives appointed by the Association. The committee will function strictly as an internal working group to review issues of clothing, equipment, physical conditioning, operating protocols and other factors which may impact upon the health, safety and welfare of firefighters. Staffing and deployment issues will be strictly outside the scope of the committee.

The Committee will not report publicly but will be exclusively a vehicle for communication between the Union, fire management and City management on issues and opportunities of mutual concern and interest. The committee will function by consensus. Both management and union agree that there will be no public disclosure on issues on which there has not yet developed consensus.

The Safety Committee shall meet within forty-eight (48) hours upon call by the Auburn Fire Chief, or the President of the Association.

There shall be no quorum of the Safety Committee unless at least one (1) of the two (2) representatives appointed by the City Manager and the Auburn Fire Chief, and at least one (1) of the two (2) representatives appointed by the Association are present at a scheduled Safety Committee meeting.

A decision of the Safety Committee shall be presented as a recommendation to the City Manager by a majority vote of an equal number of representatives appointed by the City and representatives appointed by the Association. The Safety Committee shall act in an advisory role only.

Any decision of the Safety Committee shall be in writing.

**ARTICLE XXXII
DISABILITY PROCEDURES**

The parties acknowledge that any injury or illness sustained while on duty will be subject to the terms of the General Municipal Law §207-a policy, as attached hereto as Appendix A.

**ARTICLE XXXIII
FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The parties acknowledge that the terms of the Federal Family Medical Leave Act apply to bargaining unit members.

**ARTICLE XXXIV
RETIREMENT INCENTIVE**

A. Employees who are retirement eligible at the time of execution of the Agreement shall be eligible for a one-time retirement incentive of \$10,000 in a lump sum payment or a credit of \$12,500 against the retiree portion of the retiree health insurance premium, provided they elect to retire within a window to be determined by the Chief and Local 1446.

B. A second window will be opened for a group not eligible for the first window, with the same incentive amounts and with eligibility criteria and the window period to be determined by the Chief and Local 1446.

**ARTICLE XXXV
AGREEMENT**

1. The foregoing constitutes the entire Agreement between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

2. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

3. This Agreement is retroactive to July 1, 2013, except wherein specific provisions have a later effective date.

**ARTICLE XXXVI
DURATION**

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, June 30, 2017, or later if negotiations have not been completed, and unless written notice is given at least One Hundred Eighty (180) days prior to June 30, 2017 by either party requesting a change or termination of the same, then it shall

automatically continue in effect from year to year until such notice is given at least One Hundred Eighty (180) days prior to June 30th of any subsequent year.

Negotiations pursuant to changes in the terms of this agreement shall commence no later than 150 days before June 30, 2017, provided the Auburn Firefighters Association, IAFF, Local 1446, is the bargaining representative.

DATED: May 24, 2014

FOR:

AUBURN PROFESSIONAL FIREFIGHTERS
LOCAL 1446, IAFF, AFL-CIO



Brian Donovan
President, Local 1446 IAFF



Steve Parker
Committee Member



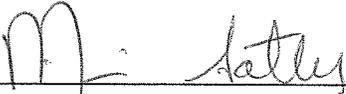
Ryan Guerrette
Committee Member



Matt Quill
Committee Member



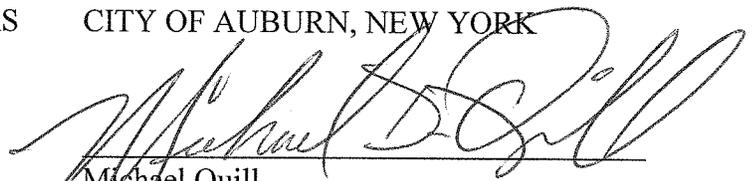
Michael Grady
Committee Member



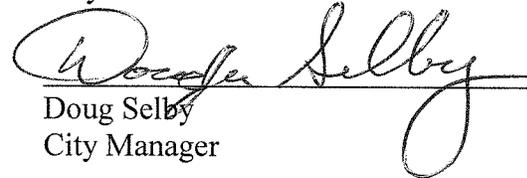
Mimi C. Satter
Attorney for Local 1446 IAFF

FOR:

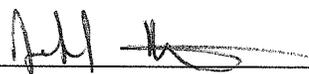
CITY OF AUBURN, NEW YORK



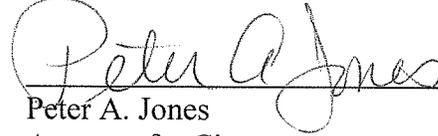
Michael Quill,
Mayor



Doug Selby
City Manager



Jeffrey Dygert
Fire Chief



Peter A. Jones
Attorney for City

SENIORITY LIST

Revised: 4/15/14

	Name	Badge No.	Date Hired
1	Glowacki, T.	283	12/10/79
2	Tinti, R.	289	3/12/84
3	Schillace, J.	291	11/26/84
4	Netti, J.	292	4/15/85
5	Mendillo, A.	297	1/19/87
6	Radley, D.	299	4/6/87
7	Rotko, R.	303	8/8/88
8	Kerr III, F.	304	8/8/88
9	Reynolds, E.	309	9/18/89
10	Liccion, R.	310	9/23/89
11	Morabito, J.	312	1/21/91
12	Mason, G.	314	8/9/94
13	Amodei, A.	315	8/9/94
14	Parker, S.	317	9/19/94
15	Logue, C.	318	9/19/94
16	Fritz, M.	319	9/19/94
17	Deyneka, M.	320	9/19/94
18	DeJoy, S.	321	9/26/94
19	Dygert, J.	322	10/7/94
20	Crehan, S.	323	10/7/94
21	DiFabio, W.	324	7/31/95
22	Clark, J.	325	7/31/95
23	Sherman, E.	327	7/31/95
24	Stabinsky, R.	328	7/31/95
25	Scanlan, B.	329	7/31/95
26	Shaw, S.	330	10/23/95
27	Collier, B.	331	5/13/96
28	Ward, J.	332	1/27/97
29	Turner, B.	333	1/27/97
30	Parker, M.	334	4/27/98
31	Stewart, S.	335	4/27/98
32	Grady, M.	336	5/10/99
33	DeLuca, S.	337	5/10/99
34	Donovan, B.	338	7/19/99
35	Corcoran, S.	339	7/19/99
36	Quill, Matt	340	7/19/99
37	Dahl, M.	341	3/13/00
38	Giannettino, S.	342	3/13/00

	Name	Badge No.	Date Hired
39	Hansen, T.	345	10/2/00
40	Pineau, M.	346	10/1/01
41	Bozek, M.	347	3/11/02
42	Snelson, M.	348	8/12/02
43	Salvage, J.	350	3/31/04
44	Pelton, J.	351	8/2/04
45	Ragucci, A.	352	8/2/04
46	Komaneky, P.	353	8/2/04
47	Calarco, M.	354	2/21/05
48	Hutchinson, J.	355	2/21/05
49	Sawyer, J.	356	9/6/05
50	Burns, C.	357	9/6/05
51	Guerrette, R.	358	9/6/05
52	Whelan, P.	359	2/14/06
53	Pysnack, M.	360	2/21/06
54	Jessie, B.	361	8/6/06
55	Donnelly, K.	362	8/6/06
56	Wiseman, J.	363	2/13/07
57	Humphrey	364	2/13/07
58	Harvard	365	2/19/08
59	Guzalak	366	2/19/08
60	Townsend	367	6/6/08
61	Stevens	368	6/6/08
62	Seamans	369	6/6/08
63	Wood	370	10/9/08
64	Jasniewski	371	2/26/10
65	Forward	372	7/12/10
66	Poole	373	7/12/10
67	Evans	374	7/18/11
68	Bennink	375	2/29/12
69	Schafer	376	2/29/12
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MILITARY LEAVE POLICY

Effective October 14, 2004, upon exhaustion of the paid military leave required by Section 242 of the NYS Military Law and/or those provisions under the City's various Collective Bargaining Agreements, the City of Auburn will provide the following enhanced benefits for all of its employees ordered to military duty for a period of one (1) year.

1. Employees will receive the difference between the wages paid by the City and their total entitlement paid for ordered military duty.
2. Dependents of employees enrolled in the City's health insurance plan will continue to receive health insurance benefits under that plan. An employee's premium contributions will continue to be required. An employee's coverage will continue until such time as military benefits are available. At such time, the City's health insurance plan will become secondary.
3. Annual benefits and sick leave as provided by the various Collective Bargaining Agreements and the Management Ordinance will continue to accrue during the period that an employee is on military leave.
4. In the event an employee's tour of duty extends beyond one (1) year, the employee may make written application to the City Manager for an extension of these benefits. An extension of benefits will be considered on a case-by-case basis.

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COUNCIL RESOLUTION # 164 OF 2004

By Councilor Jacobs

October 14, 2004

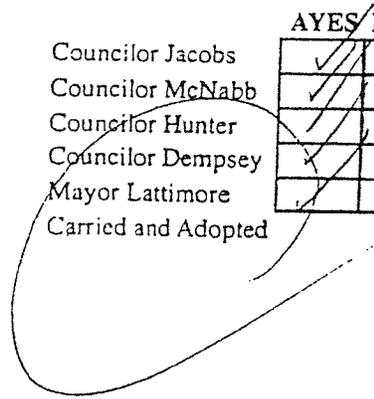
WHEREAS Councilor Jacobs has requested that the City of Auburn adopt a Military Leave Policy in support of our employees who are called to active duty in the various branches of the Nation's military; and

WHEREAS the proposed Military Leave Policy would supplement the requirements under New York State Military Law, as well as the City's various Collective Bargaining Agreements; now, therefore

BE IT RESOLVED by the City Council of the City of Auburn, New York that it does hereby adopt the Military Leave Policy attached hereto, effective immediately.

Seconded by Councilor McNabb

	AYES	NOES
Councilor Jacobs	✓	
Councilor McNabb	✓	
Councilor Hunter	✓	
Councilor Dempsey	✓	
Mayor Lattimore	✓	
Carried and Adopted		



**AUBURN FIRE DEPARTMENT POLICY RELATIVE TO
IMPLEMENTATION OF GENERAL MUNICIPAL LAW §207-a**

SECTION 1: INTENT

This procedure shall be used to administer General Municipal Law §207-a disability benefits paid as a result of injuries and/or illness sustained while on duty or while performing duties on behalf of the Auburn Fire Department ["Fire Department" or "Employer"]. This procedure shall not prohibit a uniformed member ["Fire Fighter"] of the Fire Department from seeking or collecting any other benefits to which s/he may be entitled. For the purpose of this Policy, "business day" shall mean Monday through Friday, excluding any holiday when City Hall is closed for regular business.

SECTION 2: ACCIDENT/INJURY REPORT

A. A Fire Department Accident/Injury Report ["Report"] should be completed as soon as practical, but not later than 30 days of an incident giving rise to an injury or illness or within 30 days of the discovery of an injury or illness believed to be related to an on-the-job incident. See, Exhibit 1. The Accident/Injury Report shall be forwarded to the Fire Chief through the shift commander. A Report shall be completed regardless of the severity of the illness or injury, and regardless of whether the affected Fire Fighter will be able to resume his/her regularly assigned duties. If applicable, a NYS Fire Service Casualty Report will also be completed. In the event the Fire Fighter is personally unable to complete the Report or to otherwise give notice, another acting on behalf of such Fire Fighter may give notice. If known, the notice shall describe the

nature of the injury or sickness and the name of the treating physician. Failure to file a timely Report will be admissible in any subsequent proceeding, but not conclusive as to the outcome.

B. The City will make five copies of the Report to be distributed as follows: one each to the Union President, the Safety Office and to be placed in the Fire Fighter's personnel file; and two to the Fire Fighter, who will be responsible for filing one with the New York State Police and Fire Retirement System and retaining the other for his/her personal records.

C. Copies of all reports or investigations into incidents causing alleged injuries shall be filed in the Fire Fighter's personnel file.

SECTION 3: NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

A. A Fire Fighter, or anyone acting on his/her behalf, who claims a right to benefits under Section 207-a of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make written notice and application for those benefits within fifteen (15) business days of when the Fire Fighter reasonably should have known that the illness or injury would give rise to the claim of entitlement to 207-a benefits. The written notice and application shall be presented to the Chief or the Chief's designee on the form that is made a part of this procedure (as provided in Section 2, supra).

B. The Fire Fighter shall provide a medical authorization for the City to obtain copies of his/her relevant medical records from his/her treating physician or other health care provider. (See, Exhibit 2). Without cost, the City will provide the Fire Fighter with a copy of the records and reports provided to the City pursuant to the authorization, as well as any records or reports

by physicians, health care providers, or other experts who examine the Fire Fighter on behalf of the City. The medical authorization shall contain a confidentiality statement, prohibiting the use or release of the Fire Fighter's medical records except for purposes authorized by this procedure.

C. In the event of a personal inability by the Fire Fighter to give notice, another acting on behalf of such Fire Fighter may make such notice. If known, the notice shall describe the nature of the injury or sickness and the name of the treating physician.

D. The failure to satisfy any time limitations specified above will be admissible in any subsequent proceeding, but not conclusive as to the outcome.

SECTION 4: STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

A. The Fire Fighter shall be placed on paid department leave, pending determination of his/her eligibility for §207-a leave.

B. If the Fire Fighter is determined to be eligible for §207-a benefits, the time charged to department leave will be converted to §207-a leave. If the Fire Fighter is determined not to be eligible for §207-a benefits, the time charged to department leave will be converted to sick leave. If the employee has no accrued sick leave, the employee will reimburse the City in time (vacation) or money, at the option of the employee, for the sick leave owed.

SECTION 5: BENEFIT DETERMINATION

A. The Fire Chief or designee shall review promptly a Fire Fighter's application for Section 207-a benefits and shall determine his/her eligibility within fifteen (15) business days, or

such mutually agreeable longer period of time, after the Chief or designee receives the application. If the Chief or his designee fails to respond within the afore-referenced time period, the Union shall have the right to either afford the City additional time to make a determination or to file for arbitration, as provided in Section 6, infra.

B. In order to determine eligibility, the Fire Chief or designee may require a more detailed statement from the Fire Fighter than that contained in the application. The Fire Chief or designee may take statements from witnesses and send the Fire Fighter to a physician or physicians of its choice for examination at the City's expense. The Fire Chief or designee should, if at all possible, utilize the PLHCP.

C. The determination will be made, in writing, setting forth in detail any and all reasons for same. (See, Exhibit 3). In the event the application is denied, the City will simultaneously provide the Fire Fighter, without cost, a copy of all information produced or acquired by it, in connection with the Fire Fighter's application and determination for §207-a benefits. The City shall have an on-going duty to provide the Fire Fighter with additional medical information subsequently produced or acquired.

SECTION 6: DISPUTES RESOLUTION PROCEDURE

In the event the City denies an application for §207-a benefits, seeks to discontinue §207-a benefits or there is a dispute about whether a Fire Fighter is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Federal Mediation and Conciliation Service or the American Arbitration Association. A de

novo hearing shall be held within sixty (60) days of selection of an arbitrator, except the deadline may be extended upon mutual consent. The arbitrator shall render his/her decision within thirty (30) days of the closing of the record. The determination of the arbitrator shall be final and binding on the City and the Fire Fighter, except as otherwise provided in Article 75, CPLR, but shall not preclude another review at a subsequent date based on upon new or supplemental medical or other information. The cost of arbitration shall be borne equally by the City and the Fire Fighter.

SECTION 7: LIGHT DUTY

A. Whenever light duty is available, and when a §207-a Fire Fighter is qualified to perform such duty, the City may require a return to work on light duty.

B. The Fire Department will have an unspecified number of light duty openings in Headquarters Company. The employee will receive a copy of light duty jobs (see, Exhibit 4), said list to be forwarded to his/her doctor. The doctor must notify the Fire Department, in writing, whether or not the employee can perform any or all of these tasks and suggested guidelines for same. The Fire Fighter shall not be required to perform any duties that his/her physician deems detrimental to the health or rehabilitation of the Fire Fighter.

C. The Fire Fighter will be informed in writing of the duties expected, the days of work and the hours of work per day, with a copy forwarded to the Union President, at least five (5) business days prior to assignment.

D. If the Fire Chief disputes the attending physician's recommendations, the Fire Fighter shall remain on §207-a leave until a decision is rendered under the provisions of the dispute resolution procedure. It is understood that assignment to light duty is temporary and that a Fire Fighter so assigned does not have an indefinite entitlement to a light duty assignment.

SECTION 8: MISCELLANEOUS BENEFITS

A. The clothing allowance provided in Article XVI of the Collective Bargaining Agreement will be paid, regardless of active duty status at the time of payment, unless the Fire Fighter has been out on Duty Injury for one year or more.

B. All §207-a recipients shall receive holiday pay consistent with Article VIII of the Collective Bargaining Agreement. Fire Fighters who work a shift assignment immediately prior to the §207-a injury or incident shall receive pay for one additional day at the straight time daily rate for each holiday identified in Article VIII. Section 207-a Fire Fighters performing light duty in a straight day capacity shall receive holiday pay for all days off. Nothing contained herein is meant to modify or diminish any rights otherwise contained in the Collective Bargaining Agreement between IAFF, Local 1446 and the City of Auburn.

C. A §207-a Fire Fighter shall accrue sick leave time as if he/she were on active status, as provided in Article X of the current Collective Bargaining Agreement.

D. Vacation and other paid leave time are accrued by §207-a Fire Fighters the same as an active (non-Duty Injury) employee.

SECTION 9: PAYMENT FOR MEDICAL SERVICE

A. No claim for medical and/or surgical treatment shall be paid unless the attending physician promptly submits to the City a preliminary notice of injury and treatment. Thereafter, the physician must submit a more detailed report with respect to the first treatment and additional progress reports. Fire Fighters are required to ask their treating physicians to submit a Notice of Injury and Treatment and supplemental information on a timely basis; however, no Fire Fighter shall be prejudiced with respect to the payment of medical services for any delay in submitting the aforementioned documentation if submission of same is outside the immediate control of the Fire Fighter.

B. Absent referral by a treating physician or an emergency, Fire Fighters cannot engage the services of specialists or surgeons nor shall they incur expenses for second opinions, physiotherapeutic procedures, x-rays, chiropractic care or diagnostic lab work without the prior approval of the Chief or his designee. No claim for such services shall be paid unless the Fire Chief has authorized such special services or unless special services are required in an emergency or the treating physician ordered same. The Chief or designee can be contacted at any time via pager and/or radio to make an immediate decision in regards to authorizations. Authorization will not be unreasonably withheld or delayed. Any dispute regarding the appropriateness or necessity for such services shall be resolved through expedited arbitration or a judicial proceeding, the forum to be selected by the Fire Fighter.

SECTION 10: CONTINUOUS REVIEW

The Chief of the Auburn Fire Department is authorized to make periodic reviews of all cases to determine the claimant's continued eligibility for benefits.

SECTION 11: NOTIFICATION OF CHANGE IN CONDITION

All claimants shall notify the Fire Chief, in writing, of any change in their condition (not to be interpreted as a daily change, but change made by the attending physician), including any change that would enable that person to return to normal firefighting duties or render him/her available for assignment by the Fire Chief to other duties such as code enforcement/fire investigator. Any dispute regarding failure to notify the Fire Chief of any material change affecting the claimant's condition or eligibility for benefits shall be resolved pursuant to the Dispute Resolution Procedure in Section 6, supra.

SECTION 12: RETURN TO REGULAR DUTY

A. Any member of the Auburn Fire Department who has received disability benefits and who is returning to work may be ordered by the Fire Chief to report to a physician designated by the City who shall examine the claimant and determine if he/she is able to return to work. The Fire Chief may also utilize the PLHCP who will use a Medical Evaluation Form to determine if the Fire Fighter is able to perform interior structural firefighting duties wearing a positive pressure, self-contained breathing apparatus, or other duties regularly assigned to Fire Fighters of that individual's rank and position.

B. If the Fire Chief determines that the claimant is no longer eligible for disability benefits, the Chief shall notify the claimant to return to regular duty. The Fire Fighter will be informed, in writing, of the duties expected, the days of work and the hours of work per day, with a copy forwarded to the Union President, at least five (5) business days prior to assignment. The Fire Fighter at his/her request may waive the five (5) day time period.

C. If the claimant fails or refuses to work pursuant to the Fire Chief's orders, the Chief shall immediately submit a written charge that claimant has failed or refused to return to work as ordered. A copy of this letter will be sent to the claimant and the Union President. Any dispute regarding the appropriateness of the Chief's return to duty order or the Fire Fighter's compliance with same shall be resolved pursuant to the Dispute Resolution Procedures in Section 6, supra.

SECTION 13: RECURRING DISABILITY OR ILLNESS

A. Any claimant who alleges that a prior disability or injury, for which the claimant may or may not have received benefits, has reoccurred, must follow all procedures and time frames in the Section 3, supra. All time limits shall be measured from the incident alleged to have given rise to the recurrence of the injury or discovery of the sickness, allegedly giving rise to the recurrence of the disability.

B. Pending the Fire Chief's determination of the claimant's eligibility for benefits, the claimant shall be placed on paid department leave. If the Fire Fighter is determined to be eligible for §207-a benefits, the time charged to department leave will be converted to §207-a leave. If the Fire Fighter is determined not to be eligible for §207-a benefits, the time charged to

department leave will be converted to sick leave. If the employee has no accrued sick leave, the employee will reimburse the City in time (vacation) or money, at the option of the employee, for the sick leave owed.

SECTION 14: FILING FOR DISABILITY RETIREMENT

When a Fire Fighter is injured and cannot return to full duty, the Fire Chief shall, on behalf of the Fire Fighter, make application pursuant to the applicable provisions of the Retirement & Social Security Law of the State of New York.

SECTION 15: OTHER PROVISIONS

Any Fire Fighter assigned to light duty as a result of a line-of-duty incident shall be eligible for all benefits and provisions of the current Collective Bargaining Agreement, regardless of the number of hours worked, unless previously noted. No Fire Fighter assigned to light duty status shall be required to perform duties outside his/her civil service classification, as addressed in Article III of the current contract or as stated in General Municipal Law Section 207-a.

SECTION 16: HOLD HARMLESS

The parties acknowledge and agree that it was the City who initiated the negotiation and drafting of this Policy. The City agrees to indemnify and hold harmless the Union from any liability sought to be imposed on it as a result of the interpretation or application of this Policy.

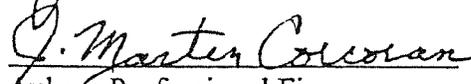
Said indemnification provision shall include, but not be limited to, the cost of legal fees to defend such an action.

DATED:



City of Auburn

DATED: 06-12-01



Auburn Professional Fire
Fighters, Local 1446

Exhibit 1

CITY OF AUBURN FIRE DEPARTMENT
REPORT OF DUTY RELATED INCIDENT

GENERAL INFORMATION

Name of Firefighter _____ SS# _____

Address _____ Telephone No. _____ Date of Birth _____

Name of Supervisor _____ Current Job Title _____

INCIDENT INFORMATION

Date of Incident _____ Time of Incident _____ Incident Report No. _____

Place of Occurrence of Incident _____

Nature of Injury and Part or Parts of the Body Affected _____

Describe what the firefighter was doing at the time of the incident. Provide as many details as possible; use additional sheets if necessary.

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

When was the injury first reported? _____

To whom? _____ Time _____

Witnesses _____

Is this a new injury? Yes No If no, initial here and provide the original incident number . If no, and you receive medical treatment, your doctor will need to provide explanation as to how current treatment relates to the old injury.

MEDICAL INFORMATION

Was first aid or medical treatment provided?

By whom? Date/time and PCR number

Name of medical facility

Name and address of attending physician

Disposition

EXPOSURE INFORMATION
Use for Chemical or Infectious Contact

Date/Time of Exposure:

Duration of Exposure:

Location of Exposure (Bldg. & Rm #):

Chemical/Hazardous Substance Name(s):

Chemical Abstract Number(2) - (CAS):

Trade and/or common name(s) of chemical(s) or hazardous substance(s):

Type of exposure (e.g. inhalation, ingestion, contact) (If contact, what body part was involved?):

How did exposure occur? (Use additional sheet if necessary):

Was personal protective equipment available? Yes No

How did exposure occur? (Use additional sheet if necessary):

Was personal protective equipment available? Yes No

Was personal protective equipment used? Yes _____ No _____

If personal protective equipment was used, what type(s)? _____

Were any symptoms present at time of exposure? Yes _____ No _____

Has NYSPFFA Personal Injury Report Form been filled out? Yes _____ No _____

It is punishable as a Class A Misdemeanor under the Laws of the State to knowingly make a false statement.

Signature

Date

Signature of Officer in Charge

Exhibit 2

**CITY OF AUBURN FIRE DEPARTMENT
RELEASE OF CONFIDENTIAL MEDICAL INFORMATION**

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the City of Auburn, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my injury of _____ (insert date) and treatment rendered thereof.

Signature of Firefighter

Printed Name of Firefighter

Date

This release is given upon the condition that any records provided to this medical release will be provided simultaneously to the firefighter. The City of Auburn will pay any cost for these copies.

CONFIDENTIALITY

The medical records released are to be used solely by the City to carry out its obligations under § 207-a of the General Municipal Law, administering the contractual 207-a procedures, or where the release is authorized or required by law. For 207-a purposes they may only be accessed by the Attorney for the City of Auburn, New York, the Chief of the Fire Department, and their designated medical experts. If release of these records to others is authorized or required by law, the City will provide written notification to the firefighter listing the records released and to whom they were released. Access without the firefighter's consent by any other individuals will be considered a breach of the City's contractual obligation to keep these records confidential.

Exhibit 3

**CITY OF AUBURN FIRE DEPARTMENT
GENERAL MUNICIPAL LAW 207-a DETERMINATION**

Name of Firefighter _____ Age _____

Address _____ Phone _____

Date of Incident _____ Day of Week _____ Time _____

It has been determined that the above Firefighter is ___ is not ___ entitled to General Municipal Law § 207-a benefits, for the following reasons: _____

Pursuant to Section 6, in the event that this application is denied, the Firefighter will, simultaneously with this determination, be provided with a copy of all information produced or acquired by the City in connection with this application.

Signature of Chief – Auburn Fire Department

Date

cc: Comptroller
Employee
Employee's File
Retirement System
Director of Employee Relations
Payroll

Note to Comptroller: Under § 104(a) of the Internal Revenue Code (relating to compensation for injuries and illness) payments made to the above firefighter while receiving GML § 207-a benefits are exempt from withholding of Federal Income Tax. However, these payments of full salary and wages are subject to FICA until the beginning of the seventh month after the last month in which the employee worked for the municipality

_____ Please cease withholding of Federal Income Taxes until otherwise directed.

Exhibit 4

**AUBURN FIRE DEPARTMENT
LIGHT DUTY DESCRIPTIONS FOR FIRE DEPARTMENT**

FIRE PREVENTION BUREAU

A. INSPECTIONS

Under the direction of the Fire Inspector, assist Fire Inspectors on their inspection tours. If the medical restrictions indicate, the position can be modified to include only ground floor inspections unless an elevator is available.

B. LECTURES

Prepare and present lectures to schools and interested groups on Fire Prevention activities. Would require minimum walking and standing.

C. EXTINGUISHER DEMONSTRATIONS

Extinguisher demonstrations to interested groups. The firefighter will explain and demonstrate the operation of the extinguisher unless medical restrictions dictate that the firefighter does not operate the extinguisher.

D. RECORD KEEPING

Record keeping in Fire Prevention Office. This would require filing and updating of all records, answering telephones. Computer skills helpful, but not essential. No walking or heaving lifting involved.

TRAINING

A. TRAINING EXERCISES

Under direction of training instructor, would assist the instructor by explaining the training exercises and supervising the doing of same. Use of the blackboard and projector in teaching these exercises. Minimum walking involved. No lifting or physical exercise involved.

FIRE STATION DUTIES

Assigned to the watch desk answering the telephone, receiving calls and relaying to personnel all announcements. Operate doors by using button to open and close. Keeping Journal Book up to date. Maintaining watch on station when Fire Apparatus is out.

Working hours would be 0800 hours to 1600 hours.

The above list is non-exhaustive and provides a sample of modified duty positions that are available in the Fire Department. The Fire Department can modify the above positions or other positions within the Department based upon the medical restrictions of the firefighter.

