

**AGREEMENT RESOLUTION #65 OF 2022**

**APPROVING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF AUBURN AND  
THE AUBURN PROFESSIONAL FIREFIGHTERS LOCAL 1446**

By Councilor Giannettino

June 2, 2022

**WHEREAS**, on June 30, 2022, the current Collective Bargaining Agreement by and between the City of Auburn and the Union representing the Auburn Professional Firefighters Local 1446 will expire; and

**WHEREAS**, the City of Auburn and the Union representing Auburn Professional Firefighters Local 1446 have engaged in extensive negotiations in order to reach a new Collective Bargaining Agreement, effective July 1, 2022, which sets forth all of the terms, conditions and obligations of the parties and is attached hereto and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Auburn City Council has reviewed the terms of a Collective Bargaining Agreement, effective July 1, 2022, between the City and the Auburn Professional Firefighters Local 1446, and does hereby approve that Agreement, which is attached hereto and incorporated herein; and

**BE IT FURTHER RESOLVED** that the Mayor, City Manager, Corporation Council, Comptroller and Fire Chief are hereby authorized to sign the agreement.

Seconded by Councilor Cuddy

	Ayes	Noes	Excused
Councilor Kent	X		
Councilor Giannettino	X		
Councilor Cuddy	X		
Councilor Locastro	X		
Mayor Quill	X		
Carried and Adopted	X		

City of Auburn, New York

STATE OF NEW YORK     )  
  ) SS.:  
COUNTY OF CAYUGA     )

I, CHARLES MASON, Clerk of the City of Auburn, Cayuga County, New York (the “City”), DO HEREBY CERTIFY:

That I have compared the annexed abstract of the minutes of the meeting of the Council of the City (the “Council”), held on the 2<sup>nd</sup> day of June, 2022, including the Resolution #65 of 2022 contained therein, with the original thereof on file in my office, and the attached is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this 3<sup>rd</sup> day of June, 2022.



---

Charles Mason, Clerk  
City of Auburn, Cayuga County, New York

**2022-2026**

**AGREEMENT BY AND BETWEEN**

**THE CITY OF AUBURN, NEW YORK**

**AND**

**AUBURN PROFESSIONAL FIREFIGHTERS**

**LOCAL 1446, IAFF, AFL-CIO**

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	RECOGNITION	3
II	UNION SECURITY	3
III	MANAGEMENT RIGHTS	5
IV	GRIEVANCES AND ARBITRATION	6
V	PROBATIONARY PERIOD	9
VI	HOURS OF WORK AND OVERTIME	9
VII	WAGES	12
VIII	HOLIDAYS	16
IX	VACATIONS	17
X	SICK LEAVE	21
XI	PERSONAL LEAVE	23
XII	BEREAVEMENT LEAVE	23
XIII	MILITARY LEAVE	23
XIV	LEAVE OF ABSENCE	24
XV	EDUCATION BENEFITS	24
XVI	UNIFORM ALLOWANCE	25
XVII	COMPENSATION FOR TRANSPORTATION COSTS	26
XVIII	SERVICE CONNECTED DEATH BENEFITS	26
XIX	HEALTH INSURANCE	26
XX	PENSION	30
XXI	OUT OF TITLE WORK	31
XXII	CIVIL SERVICE LIST	31
XXIII	EXCHANGE OF DUTY AND ELBOW ROOM	31
XXIV	QUARTERLY CONFERENCES	32
XXV	EMPLOYEE PROTECTION	32
XXVI	SENIORITY	32
XXVII	MISCELLANEOUS PROVISIONS	33
XXVIII	PHYSICAL REQUIREMENTS	34
XXIX	SAVINGS CLAUSE	34
XXX	SUBCONTRACTING	34
XXXI	HEALTH AND SAFETY COMMITTEE	34
XXXII	DISABILITY PROCEDURES	35
XXXIII	FAMILY AND MEDICAL LEAVE ACT (FMLA)	35
XXXIV	RETIREMENT INCENTIVE	35
XXXV	AGREEMENT	36
XXXVI	DURATION	36
APPENDIX A	MILITARY LEAVE POLICY	
APPENDIX B:	§207-a	

## **COLLECTIVE NEGOTIATIONS AGREEMENT**

This Agreement is made and entered into as of the 1st day of July, 2022, 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.”

### **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 any status protected by federal or state law, as shall from time to time be amended, including sex, age, color, creed, national origins, race, sexual orientation, gender identity or expression, military status, disability, predisposing genetic characteristics, familial status or marital status; 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 Association, having been recognized as the exclusive representation of employees within the bargaining unit, agrees to represent employees in the bargaining unit as required by law. The Association will represent non-members as required by law for the negotiation and enforcement of the contract. Non-members are authorized to obtain individual representation at their own expense in order to pursue matters involving disciplinary interviews, grievances and arbitrations.

The Employer hereby agrees to deduct biweekly from the pay of each employee who has

chosen to be a member of the Association 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 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 deductions and to transmit said deductions to an FDIC-insured banking institution or an NCUA-insured credit union authorized to do business in New York State.

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, days left over from the third year may be carried over to the fourth year, and days left over from the fourth year may be carried over to the fifth year of this five-year Agreement.

In the event a member of the bargaining unit is elected to the New York State Professional Firefighters Executive Board, District 2, said employee shall be entitled to an additional ten (10) days of paid leave per year to perform his/her State and District duties; provided, however, that the use of this time off cannot cause overtime in the

Department. In the event all ten (10) days are not used in a contract year, a maximum of three (3) days may be carried over. In no event shall the additional time off exceed thirteen (13) days in a contract year.

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 it will call in Employees on an overtime basis whenever staffing falls below the level of fourteen (14) subject to the following:

1. This Agreement shall not serve as a precedent and shall not modify, except while this Agreement is in effect, the management prerogative referenced above.

2. The City agrees to staff the ranks of firefighters, lieutenants, and captains at a minimum of 71, including 68 line (52 firefighters, 12 lieutenants, and 4 captains) and three day staff (one Lt. MTO and two Fire Inspectors, specifically one Fire Inspector and one Fire Inspector Assistant). Positions will not be left vacant, nor abolished due to economic or budgetary constraints; provided, however, the Association recognizes that the City can delay hiring to coincide with the next available Recruit Fire Fighter Training program at the NYS Fire Academy or other Certified NYS Fire Academy when a position is vacated.

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 minimum staffing, regardless of other duties in which he/she may also be engaged. Only one Assistant Chief shall be included in determining the staffing level. The Training Officer, Fire Inspector and Fire Inspector Assistant will not count toward the staffing minimum.

4. [This paragraph is intentionally blank to maintain numbering]
  5. [This paragraph is intentionally blank to maintain numbering]
  6. 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 his/her name reaches the top will be held over in that position on the list until a vacancy occurs in which s/he is 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 s/he 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. Employees participating in Department approved training will receive an equivalent amount of compensatory time for all training occurring beyond normally scheduled work time. Compensatory time earned through training will be treated as overtime and paid at time and half. Employees shall be allowed to bank up to 120 hours of such compensatory time. Thereafter, the time will be paid at the employee's regular hourly rate. Compensatory time can be carried from year to year. Compensatory time cannot create overtime.

- D. Assistant Chiefs shall be excluded from the officer's overtime list.
- E. A rejection of overtime shall be considered the same as overtime worked for equalization purposes.

**ARTICLE VII: WAGES**

1. **WAGE RATES**

- A. The following eight (8) step salary schedule shall apply to Firefighters covered under this agreement:

<b>July 1st, 2022</b>								
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Firefighter	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000	\$70,000	\$75,000	\$80,000
Lieutenant						\$82,400	\$84,800	\$88,000
Captain						\$89,600	\$91,200	\$92,800
<b>July 1st, 2023</b>								
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Firefighter	\$46,350	\$51,500	\$56,650	\$61,800	\$66,950	\$72,100	\$77,250	\$82,400
Lieutenant						\$84,872	\$87,344	\$90,640
Captain						\$92,288	\$93,936	\$95,584
<b>July 1st, 2024</b>								
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Firefighter	\$47,741	\$53,045	\$58,350	\$63,654	\$68,959	\$74,263	\$79,568	\$84,872
Lieutenant						\$87,418	\$89,964	\$93,359
Captain						\$95,057	\$96,754	\$98,452
<b>July 1st, 2025</b>								
	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Firefighter	\$49,173	\$54,636	\$60,100	\$65,564	\$71,027	\$76,491	\$81,955	\$87,418
Lieutenant						\$90,041	\$92,663	\$96,160
Captain						\$97,908	\$99,657	\$101,405

- 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.
- D. Wage rates for Officers are based on the top Firefighter step.
  - 1. For Lieutenants, Step F is 1.03% of the top Firefighter Step; Step G is 1.06% of the top Firefighter Step; and Step H is 1.10% of the top Firefighter Step.
  - 2. For Captains, Step F is 1.12% of the top Firefighter Step; Step G is 1.14% of the top Firefighter Step; and Step H is 1.16% of the top Firefighter Step.

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 \$3,000.00, annually, in addition to the pay for his/her classification and his/her longevity pay; said \$3,000.00 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 Fire Inspector Assistant (only one) 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 the Fire Department Instructor who shall receive \$3,000.00, annually, in addition to the pay for his/her classification and



his/her longevity pay; said \$3,000.00 to be paid at the end of each contract year or prorated if reassigned from this designation or resignation.

D. The City shall designate a person as Mechanic Helper (only one) who shall receive \$2,500.00, annually, in addition to the pay for his/her classification and his/her longevity pay; said \$2,500.00 to be paid at the end of each contract year or prorated if reassigned from this designation or resignation.

E. The City shall designate a person to handle Department technology and social media (Technology and Social Media Specialist) (only one) 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.

F. 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 \$1,000.00 per contract year. Payment shall be made in the first pay period of July of each year. A maximum of \$1,000.00 shall be paid per employee per year, even where dual certification is obtained.

G. All bargaining unit members shall receive a stipend in lieu of formal “line-up” pay. This payment recognizes that unit members perform a function that requires constant readiness, meaning that upon occasion they need to arrive early or stay later due to the dispatch of an emergency vehicle at or around shift change. Although paid annually in a separate check in the first pay period in July of each year, line-up shall accrue quarterly. Therefore if a member retires or leaves the Department during the first quarter (July 1-September 30), s/he shall reimburse the City for 75% of the line-up in his/her final pay-out with the City. Conversely, if an employee is hired during the year, s/he will receive a pro-rata line-up payment, calculated on a quarterly basis. The line-up stipend shall be: \$1,600.00 in July, 2022; \$1,800.00 in July, 2023; \$2,000.00 in July 2024; and \$2,200.00 in July, 2025 and each year thereafter.

H. Longevity  
Longevity shall be paid at the following schedule:

4 years	\$ 1,000.00
8 years	\$ 1,500.00
12 years	\$ 2,000.00
16 years	\$ 2,500.00
19 years	\$ 3,000.00
24 years	\$3,500.00

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.

- G. 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**

1. 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), Juneteenth, Thanksgiving Day, and Christmas Day.

2. 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.
3. 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.
4. 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. Notwithstanding the foregoing, the Fire Inspector, Fire Inspector Assistant and Fire Instructor shall work all holidays that fall on weekdays ("working holidays"), with the exception of New Year's Day, the Fourth of July,

Thanksgiving and Christmas (“non-working holidays”), when they are not required to work. Like shift employees, the Fire Inspector, Fire Inspector Assistant and Fire Instructor shall receive eight (8) hours of holiday pay for all holidays, whether working or non-working. The Fire Inspector, Fire Inspector Assistant and Fire Instructor shall also receive regular holiday pay for all working holidays. Said designated employees shall be held to the standard set forth in the Public Officer’s Law inasmuch as they may ask for any weekday off, which falls on a holiday, in exchange for giving up one day of holiday pay for that day.

5. 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.
6. 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**

### 1. Vacations

- A. 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 5:	8 days ( 1 Winter and 1 Summer)
5 years but less than-10 years	12 days (1 Winter and 2 Summer)
10years but less than 15 years:	16 days ( 2 Winter and 2 Summer)
15+ years	20 days (2 Winter, 2 Summer and 1 in any period in single day increments, at employee discretion) The additional days in any period shall be treated the same as Longevity Days, taken only when staffing permits and employees shall give the Fire Chief or designee a maximum of eight (8) days’ notice prior to the request for use of the day. Members shall be permitted to carryover a maximum of four (4) days; provided that an employee’s total bank of additional days cannot be more than four (4) days and cannot be cashed out, except at retirement.

- B. Each vacation shall be based on the regular work schedule of the employee (i.e., 2 days, 2 nights per 8-day cycle), except for the single days off for employees with 15+ years.
- C. All bargaining unit members employed by the City prior to January 1, 2022, who have

less than five years of employment, shall remain eligible for the number of vacation days set forth in the 2017-22 Agreement, to wit, 12 days per year, for the duration of this Agreement. Such employees shall not lose any paid vacation under the required service schedule above.

- D. Vacation days are earned in the year, or portion thereof, prior to the year they are awarded. The parties agree to continue the current practice of pro-rating vacation entitlement in those circumstances where vacation eligibility increases during a calendar year.
- E. In the employee's terminal year, vacation earned will be prorated, based on the actual number of days the employee is in the Department, commencing on January 1.
- F. 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.

G. Day Personnel Vacation Time:

One year but less than five years	80 hours
Five years but less than ten years	120 hours
Ten years but less than fifteen years	160 hours
Fifteen years of more than	200 hours

H. Each vacation shall be selected by the employee based on Department seniority. Vacation weeks shall be taken in forty hour blocks. Each day will be charged as ten hours for shift personnel and as regularly scheduled daily hours for day personnel.

I. 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 but less than 24 years	5 days
24 years or more	6 days

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

K. Longevity days can only be taken when staffing permits, i.e., fifteen ( 15) 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 eight (8) 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.

L. 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 31<sup>st</sup> each year.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

## 2. Compensatory Time ("Kelly Time")

- A. Compensatory time is earned by shift personnel at a rate of two hours per week for 48 weeks. This time shall be used in the third trimester in 48 hour blocks which equates to 8 days (4 days and 4 nights).
- B. For the purposes of this Agreement, all vacation time shall be called "Annual Leave" and compensatory time shall be called "Kelly Time" and recorded in separate banks in the City's Munis system. Employees can go into a "negative position" for Kelly time during the third trimester as vacations are taken. Nothing contained herein shall affect the payment of eight (8) hours of overtime in December of each year.
- C. Day personnel do not earn Kelly time.

## ARTICLE X: SICK LEAVE

1. 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 two hundred and sixty (260) 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 two hundred and sixty (260) working days of sick leave; however, when an employee's credited sick leave falls below two hundred and sixty (260) days, he/she will be credited for one (1) day of sick leave during each month that his/her sick leave is below two hundred and sixty 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.

2. Employees assigned to permanent days shall have their sick leave calculation based upon two hundred and sixty (260) working days.
3. 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.

4. Accumulated sick leave shall not be payable at the time of termination of employment unless:
  - A. 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; or
  - B. The employee agrees in writing to waive irrevocably his/her right to City-provided health insurance in retirement. In this case, accumulated sick leave shall be paid out at the rate of two (2) accrued days to one day paid. Once an employee opts out of retiree coverage, s/he shall not be able to obtain City insurance in the future.
5. 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.
6. Upon retirement, retiring firefighters may utilize unused sick leave time as payment toward future health insurance premiums, as follows:
  1. If the employee chooses either the Select or Comprehensive Plan, sick leave will be credited towards the employee's future health insurance premium costs at a dollar value equivalent of one and one-half (1.5) accrued leave days to one (1) paid workday; and
  2. If the employee chooses the PPO plan, sick leave will be credited towards an employee's future health insurance premium costs at a dollar value equivalent of one and one half (1.5) accrued leave days to one (1) paid workday. Once an employee elects the PPO plan as a retiree, s/he shall not have the right to opt into Select or Comprehensive at any time in the future.
  3. Regardless of the insurance plan, the amount will be calculated as follows: Annual salary divided by 260 equals daily pay. This cash credit will be applied toward the current insurance cost percentage paid by the retiree.



### **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, parent of a child, 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 burial<sup>1</sup> but in no event shall this leave exceed four (4) consecutive days.

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.

---

<sup>1</sup>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.

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 six (6) credit hours per semester, and limited to 12 credit hours per calendar year upon completion of the course, at any 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. 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.
2. Each employee covered by this Agreement shall receive four hundred fifty (\$450.00) dollars as a clothing maintenance allowance, which will be paid on the first claims list issued in the month of October. 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.
3. 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, s/he shall receive these allowances during the first claims list after s/he is placed on the payroll.
4. 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.
5. In addition to benefits provided in the current CBA, bargaining unit members will be reimbursed for a maximum of \$400.00 per year for the purchase of uniforms or other required clothing. To obtain reimbursement, which will not include any sales tax paid, the member must provide the City with a receipt for the purchase.
6. If the City institutes a “quartermaster” system or designates an employee to handle procurement of uniforms for bargaining unit members, the \$400.00 reimbursement shall cease; provided, however, that the parties will reopen only this provision of the contract for further negotiation.

## **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 ten percent (10%) 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. Each employee covered under this Agreement shall have the option of electing family or individual coverage unless restricted as described below. Employees shall be responsible for any deductible or copay payments to the provider of services which may be required under the plans offered to all City employees (collectively, the "Plans."). The Plans currently offered to all City employees include:
  - A. Classic Blue Plan (Select);
  - B. Classic Blue Comprehensive; and
  - C. PPO Option J
2. Each plan provides a three tiered prescription benefit with copays of \$5, \$15 and \$30. There will be a \$2,000.00 per year, per family cap on prescription drug coverage. Once an employee satisfies this cap, s/he shall not be obligated to make any further co-pays for the duration of the calendar year.

3. Each employee shall participate in sharing the cost of his/her individual or family plan as follows:
  - A. Employees hired between July 1, 2017 and June 30, 2022 shall be required to select the PPO Option J plan for the first three (3) years of employment with the City. Their contribution to the premiums shall be 15%.
  - B. Employees hired on or after July 1, 2017 but before July 1, 2022 may switch to any plan offered by the City after completion of three (3) years of employment; provided, however, that if the employee chooses the Select or Comprehensive plan, his/her contribution to the premium shall be 20%. If the employee elects to remain in the PPO Option J Plan, the contribution shall remain at 15%.
  - C. Health insurance premium contributions for employees hired on or before June 30, 2017 shall be 15%, regardless of the plan.
  - D. Employees hired on or after July 1, 2022 shall be required to select the PPO Option J plan for the duration of employment with the City. Their contribution to the premiums shall be 15%.
4. Effective July 1, 2017, The City shall provide an annual \$500 incentive to all employees electing individual coverage and \$1,000 to all employees electing family coverage who opt into the PPO Option J plan. This incentive will be paid to employees, regardless of their date of hire.
5. 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.
6. 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.
7. The Employer shall contribute \$30.00 per month for any employee electing to participate in a Group Health Dental Plan. The employee shall pay the additional cost of said Plan.
8. 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.

9. Upon retirement, members of the Association shall receive all health benefits in effect at the time of their retirement (but not including the Flex Plan) until they become Medicare eligible. All retirees who submit their retirement notice on or after July 1, 2017, shall move into a Medicare supplement plan equivalent to or better than the plan in place as of July 1, 2017 when they become Medicare eligible. 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 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. Per Article X, if an employee elects the PPO plan as a retiree, s/he shall not have the right to opt into Select or Comprehensive at any time in the future.
10. Patient confidentiality will be maintained strictly with respect to all health claim information.
11. Once per year employees and retirees shall have the option of changing health insurance plans. The Association and the City shall agree on the date for making this election of coverage.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. The City shall provide each employee a maximum reimbursement of one hundred fifty (\$150.00) dollars per year as and for a vision benefit. The City will make a Vision Plan available to bargaining unit members. At the employee's option, the one hundred fifty dollars can either go toward the cost of the Plan or toward reimbursement for eyewear purchased by the employee, but not both.
18. Employees may elect to decline the City's Insurance benefits, provided they can demonstrate proof of continuous coverage under another plan. Any employee who exercises this option, will be eligible for a \$4,000 yearly stipend, payable in two semi-annual installments and prorated for partial year coverage; provided, however, that when two City employees are married and thus each eligible for coverage under the City health plan, the bargaining unit member can opt out of City coverage (although getting City insurance coverage through his/her spouse) and be eligible for a \$2,000 yearly stipend. Normally, stipend installments will be paid in the first payroll in January through the last payroll in June. The employee must demonstrate continuous coverage throughout the non-coverage stipend period and prior to opting back into the City health coverage. An 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, the employee may opt back into a City Plan during the next open enrollment period, but will then be no longer able to obtain the stipend.
19. If the State institutes a single-payer health insurance system, the City and the Union agree to re-open this Agreement.

#### **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 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 "G" 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 four (\$4.00) 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, INCLUDING LATERAL TRANSFERS**

1. As provided by Civil Service Law, any reduction or reactivation of competitive positions shall be in accordance with local Civil Service Law.
2. 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.
3. Lateral Transfers
  - A. A Lateral Transfer will be placed at the Step that most closely corresponds to one-half his/her years of prior service as an NYS professional firefighter. Periods of less than six (6) months will be rounded down and six (6) months or more will be rounded up; provided, however, that in no event shall a Lateral Transfer start higher than Step F.
  - B. A Lateral Transfer will be eligible to move up a Step after six (6) months of employment and every six (6) months thereafter, until the Lateral Transfer reaches the Step which corresponds to his/her years of service as a NYS professional firefighter, whereupon s/he will be eligible for an annual Step increase, consistent with the terms of the CBA, like any other bargaining unit member.
  - C. A Lateral Transfer will receive health insurance based on his/her hire date by the City and consistent with the terms of the CBA. Similarly longevity, bidding, vacation eligibility, vacation picks and anything not addressed specifically herein will be based on the date of hire with the City.
  - D. A Lateral Transfer will serve a period of probation of the duration established by New York

Civil Service Law.

- E. The City will only consider a Lateral Transfer if (i) there is no eligible Civil Service list from which to hire; or (ii) the City and Union agree to hire a Lateral Transfer. In all other circumstances, the City will hire from the available Civil Service list.

### **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. For any FMLA qualifying condition for a covered family member, an employee shall be entitled to use Sick Leave accruals, as granted in Article X of this Agreement; provided, however, that the employee must use and exhaust all available unscheduled vacation, personal, longevity and compensatory time prior to using sick leave accruals. Rules governing the use of paid leave time, including notice and the impact on staffing, shall not apply when taken for FMLA purposes.

#### **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 open 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, 2017, 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, 2026, 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, 2026 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, 2026, provided the Auburn Firefighters Association, IAFF, Local 1446, is the bargaining representative.

DATED: June \_\_\_\_, 2022

FOR:

AUBURN PROFESSIONAL FIREFIGHTERS  
LOCAL 1446, IAFF, AFL-CIO

---

Sean Corcoran  
President, Local 1446 IAFF

---

Ryan Guerrette  
Committee Member

---

Brian Donovan  
Committee Member

---

Eric Kelly  
Committee Member

---

Sam Giannettino  
Committee Member

---

Mimi Satter, Esq.  
Attorney for Local 1446 IAFF

FOR:

CITY OF AUBURN, NEW YORK

---

Michael Quill,  
Mayor

---

Jeffrey Dygert  
City Manager

---

Mark Fritz  
Fire Chief

---

Rachel Jacobs,  
City Comptroller

---

Stacy L. DeForrest, Esq.  
Corporation Counsel