

2023-2024

AGREEMENT BY AND BETWEEN

THE CITY OF AUBURN, NEW YORK

AND

**PROFESSIONAL EMERGENCY MEDICAL TECHNICIANS OF
AUBURN CITY AMBULANCE (PEMTACA)
LOCAL 5379, IAFF, AFL-CIO**

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COLLECTIVE NEGOTIATIONS AGREEMENT

This Agreement is made and entered into as of the 18th day of May 2023 between the City of Auburn, New York, hereinafter called "Employer," and the Professional Emergency Medical Technicians of Auburn City Ambulance IAFF, AFL-CIO, Local 5379, hereinafter PEMENTACA.

ARTICLE I: RECOGNITION

1. Bargaining Unit

The Employer hereby recognizes PEMENTACA as the exclusive collective negotiating agent of all full-time Emergency Medical Technicians (EMTs) and Paramedics of the Auburn City Ambulance, excluding any clerical staff or non-medically certified staff or management staff.

2. Obligations of PEMENTACA and the Employer

- A. PEMENTACA 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 PEMENTACA on account of sex, age, color, creed or national origins; or to discriminate in the representation of all of the employees within the unit, whether members of PEMENTACA or not; or to engage in a strike, slowdown, or other work stoppages, 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 PEMENTACA because of his membership in, or lawful activity on behalf of PEMENTACA, or any employee who holds any position in PEMENTACA. 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 PEMENTACA, 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executed by the employee authorizing such deduction by the Employer, and said written authorization has not been withdrawn prior to the regularly scheduled date of deduction.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 PEMENTACA biweekly.

2. Revocation of Deduction Authorizations

Upon receipt by the Employer of a valid written revocation of a dues deduction authorization, the Employer shall honor the same. Consistent with Civil Service Law § 208(1)(b), no written revocation shall be deemed valid unless it is submitted in accordance with the terms and

conditions set forth in the written authorization, including any limitation on the time period during which such revocation may be filed or effective.

3. Effect of Revocation of Deduction Authorizations

- A. The duty of the Union to represent employees who have validly revoked their dues deduction authorization, or who have never filed a written deduction authorization, shall be limited to negotiation and enforcement of the terms of this Agreement, to the maximum extent consistent with the Taylor Law and in particular § 209-a(2) thereof. Specifically, such employees shall not be entitled to representation by the Union during questioning by the Employer; during statutory or administrative proceedings, including disciplinary proceedings under Civil Service Law § 75, or other proceedings to enforce statutory or regulatory rights; or in any stage of a grievance, arbitration or other proceedings under this Agreement concerning such employee's evaluation or discipline.
- B. A nonmember may participate in such a proceeding without the Union, and may be represented by an advocate of their choosing, at their own sole expense. Neither the Employer nor the Union shall be responsible for any fee charged by any such advocate.
- C. No decision or award rendered in a proceeding to which the Union is not a party shall be cited in any subsequent proceeding to which the Union is a party. The grievance and arbitration procedure of this Agreement shall under no circumstances be construed to cover a dispute between the Union and any employee.

4. 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.

5. Discrimination

The Employer shall not discriminate against any member of PEMTACA because of their membership in or lawful activity on behalf of PEMTACA.

6. PEMTACA Business

The Employer agrees to permit one (1) employee whose name shall be filed with the Director of Operations, to use up to four (4) hours of each week, non-cumulative, during normal working hours to perform the duties of a steward for PEMTACA, provided, however, that such stewards may not leave the Auburn City Ambulance Headquarters on PEMTACA 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 Auburn City Ambulance.

PEMTACA 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.

PEMTACA 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.

7. Bulletin Boards and Meetings

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

The Employer agrees to provide a facility in the station for use by PEMTACA 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 workforce 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 Community Paramedic program and other areas concerning mobile integrated healthcare; the City will explore those possibilities with PEMTACA should the same become a possibility.

The parties agree that the establishment of a Community Paramedic program 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 such a program. 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 such a program, 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: DISCIPLINE, DISCHARGE GRIEVANCES AND ARBITRATION

DISCIPLINE AND DISCHARGE

1. The following procedures shall be utilized for disciplinary and discharge matters for all employees covered by this Agreement who have completed their initial probationary employment with the City.
2. It is the intent of this section to provide for a swift and judicious alternative for handling discipline and discharge matters in lieu of New York State Civil Service Law Sections 75 and 76. The following procedure is intended to replace Sections 75 and 76.
3. Disciplinary Action shall include, but is not limited to, oral and written reprimands, suspension, demotion, discharge, fines, or any combination thereof, or other such penalties as may be proposed by the Employer.
4. The Employer will not commence any disciplinary action against an employee more than five (5) days after the incident which gave rise to said disciplinary action occurred, or more than five (5) days from the date which the Employer became aware of the incident.
 - A. However, if a work-related incident causes the filing of criminal charge(s), the Employer shall have five (5) days from the time that it receives actual knowledge of the incident and/or the issuance of criminal charges to commence disciplinary action.
 - i. In the event that the Employer has actual knowledge of a pending criminal charge(s), the Unit President shall be notified and a request for a waiver of the five-day notice of disciplinary action shall be requested on a case-by-case basis.

5. A notice of such discipline shall be made in writing and served upon the employee with a copy to the PEMTACA Unit President or his/her designee. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. Employees will be presumed innocent until proven guilty and the burden of proof shall be the Employer's. The proposed discipline may not be implemented until a third step meeting has been held on the matter, unless the employee may cause harm to him/herself or others, or their presence may be disruptive to the Employer's operations, as determined by the City Manager.
6. If, in any case where an employee has been suspended with or without pay or discharged pending the outcome of an arbitration proceeding, an Arbitrator finds that such suspension or discharge was unwarranted, then the employee shall be reinstated and compensated for all lost wages and benefits, as determined by the Arbitrator, with the restoration of all benefits of employment, less the amount of compensation which he may have received in other employment, or in the form of any type of State or Federal benefits since his suspension from the public service.
7. Employees shall have the right to be represented at each step of the procedure by a PEMTACA representative if he/she elects to do so. Employees shall be given the opportunity to resolve the proposed discipline by settlement and waive their rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be final and binding upon all parties.
8. Disciplinary action proposed in the Notice of Discipline may be appealed by filing a written grievance within five (5) workdays after the receipt of such notification by the employee if he/she disagrees with the discipline proposed. Said grievance shall be processed by the Union as a Step 3 grievance. Failure to file a grievance within the time frame hereinabove specified will constitute acceptance by the employee of the penalty as proposed by the Employer and settle the matter in its entirety.
9. Subject to a mutual written agreement between the PEMTACA and the City Manager or his/her designee, the timetable hereinabove may be waived.
10. The disciplinary Arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of this Agreement, or any amendments or supplements thereto, or to add new provisions to this Agreement or any amendments or supplements thereto.
11. The disciplinary Arbitrator shall be limited to determining guilt or innocence and the appropriateness of the proposed penalty. The decision of the Arbitrator shall be final and binding upon all parties.
12. 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.

GRIEVANCES AND ARBITRATION

Grievance

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 15-C, of the General Municipal Law.
2. The inclusion in this Article of grievances as defined by Article 15-C, Section 682, subdivision 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 15-C 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 expressly modified herein.
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 PENTACA representative to their 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,

Step 2

The grievance shall be submitted in writing by the aggrieved employee and/or PENTACA representative to the Director of Operations within ten (10) calendar days from the date of the initial discussion of the grievance with their immediate supervisor. After receipt of a written grievance at this step, the Director of Operations shall convene a meeting, within ten (10) calendar days of the date the written grievance was received by him, between the aggrieved employee, their PENTACA representative and the Director of Operations 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 their PENTACA representative its decision on the grievance in writing. If that decision is unacceptable to the employee and/or PENTACA, 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, their PENTACA 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 their legal representative to the aggrieved employee and PENTACA 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

1. 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, PENTACA may submit the grievance to arbitration by requesting from the American Arbitration PENTACA, or the Federal Mediation and Conciliation Service, a list of seven (7) arbitrators from which the Employer and the PENTACA shall select an arbitrator by striking names alternately until one (1) remains who shall be designated the arbitrator for the grievance in question.
2. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement.
3. 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 their employment with the Employer, but not in excess of the period above defined.
4. 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.
5. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
6. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be shared equally by the Employer and PENTACA. 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.

7. 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.

ARTICLE V: PROBATIONARY PERIOD

All new employees and all employees with less than twelve (12) months of 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 eighty-four (84) hours per pay period, consisting of a 3 on/4off – 4on/3 off, twelve (12) hour shifts. All shifts will be staggered, morning shifts will start at 6:00 A.M., 7:00 A.M., 8:00 A.M., and 11 A.M., and night shifts will start at 6:00 P.M., 7:00 P.M., and 8:00 P.M.

Front Half Days Week 1: Sun, Mon, Tue, Wed Week 2: Sun, Mon, Tue	Back Half Days Week 1: Thu, Fri, Sat Week 2: Wed, Thu, Fri, Sat
Front Half Nights Week 1: Sun, Mon, Tue, Wed Week 2: Sun, Mon, Tue	Back Half Nights Week 1: Thu, Fri, Sat Week 2: Wed, Thu, Fri, Sat

2. Shift Swaps

The Auburn City Ambulance Administrative Policy regarding Shift Swaps is incorporated herein, and employees may arrange their weekly shifts only in accordance with the same.

3. Staffing and Overtime

PEMTACA acknowledges and agrees that the issue of staffing levels and the ability to reassign resources in order to maintain operations are strictly subjects of management prerogative.

- A. Any hours worked over 80 within a Pay Period shall be paid out as overtime, except:

- i. Employees who have accumulated a balance of Comp Time throughout the course of their employment prior to this agreement shall have the same paid out in full, at the time of its execution.
- B. Time and one-half per hour will be paid for all overtime situations unless otherwise stated herein.
 - i. Employees shall be offered overtime on a rotation basis from the following two lists: EMT and Paramedic. Each list will be established upon the implementation of this CBA based on seniority, starting with the most senior employees.
 - ii. Personnel not qualified to fill the vacancy in accordance with Departmental Rules and orders of the Director of Operations, when their 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. The parties agree to devise a work rule which ensures there is a fair and equitable distribution of overtime opportunities.
 - iii. A rejection of overtime shall be considered the same as overtime worked for equalization purposes.

C. Mandatory Overtime

In order to maintain the minimum staffing levels required as set forth in the Minimum Staffing Work Rule, an emergent need may arise for the Director of Operations to mandate an employee come in in advance or stay on after an employee's scheduled shift. Such periods of Mandatory Overtime shall be limited to 4 hours per employee per shift. Mandatory Overtime will not affect a member's standing on the overtime list.

- i. Minimum Staffing Work Rule: the parties agree to collaborate on a work rule which would quantitatively define the circumstances under which an employee may be mandated to perform pre or post-shift overtime.
- D. 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 7 mins. - no overtime
- 8 mins to 22 mins – 15 minutes overtime
- 23 mins. to 37 mins. - 30 minutes overtime
- 38 mins to 52 mins – 45 minutes overtime
- 53 mins. to 1 hr. and 7 mins. - one hour of overtime

- E. It is understood that time exchanged between employees shall not require payment of overtime. Overtime and double time shall not be pyramided under this Agreement.

- F. An employee may arrive early in order to prepare for a shift, but no more than 15 minutes overtime shall be paid in these circumstances.

ARTICLE VII: WAGES

1. Wage Rates

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

	7/1/22 - 6/30/23							
	1	2	3	4	5	6	7	8
EMT	\$37,440 \$ 18.00	\$39,312 \$ 18.90	\$41,278 \$ 19.85	\$43,341 \$ 20.84	\$45,509 \$ 21.88	\$47,784 \$ 22.97	\$50,173 \$ 24.12	\$52,682 \$ 25.33
Paramedic	\$52,000 \$ 25.00	\$54,600 \$ 26.25	\$57,330 \$ 27.56	\$60,197 \$ 28.94	\$63,206 \$ 30.39	\$66,367 \$ 31.91	\$69,685 \$ 33.50	\$73,169 \$ 35.18
Lead Paramedic	\$56,160 \$ 27.00	\$58,968 \$ 28.35	\$61,916 \$ 29.77	\$65,012 \$ 31.26	\$68,263 \$ 32.82	\$71,676 \$ 34.46	\$75,260 \$ 36.18	\$79,023 \$ 37.99

103%	3% (7/1/23-6/30/24)							
	1	2	3	4	5	6	7	8
EMT	\$38,563 \$ 18.54	\$40,491 \$ 19.47	\$42,516 \$ 20.44	\$44,642 \$ 21.46	\$46,874 \$ 22.54	\$49,218 \$ 23.66	\$51,678 \$ 24.85	\$54,262 \$ 26.09
Paramedic	\$53,560 \$ 25.75	\$56,238 \$ 27.04	\$59,050 \$ 28.39	\$62,002 \$ 29.81	\$65,103 \$ 31.30	\$68,358 \$ 32.86	\$71,776 \$ 34.51	\$75,364 \$ 36.23
Lead Paramedic	\$57,845 \$ 27.81	\$60,737 \$ 29.20	\$63,774 \$ 30.66	\$66,963 \$ 32.19	\$70,311 \$ 33.80	\$73,826 \$ 35.49	\$77,518 \$ 37.27	\$81,393 \$ 39.13

- B. The minimum rate for each classification shall be paid to the employee on their/her appointment to the position. Any employee who starts at a step 1, shall receive an increase upon six (6) months, and then annually thereafter. Any employee hired at higher than a step 1 will not receive a 6-month increase, they will receive their step increases on their yearly anniversary date. No new hire can start higher than a step 4.
- 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. Promotions and Demotions

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

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

- i. If their rate of pay in the lower class is below the minimum salary for the higher class, their rate of pay shall be increased to the minimum for the higher class.
- ii. If their 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.
- iii. 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.
- iv. Following a promotion, if an employee is promoted at step 1, 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.

B. 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.

- i. If the rate of pay of the employee in the higher class is above the maximum salary for the lower class, their 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 their pay shall be reduced to the next lower step in the pay range.
- ii. If the rate of pay of the employee in the higher class is within the pay range of the lower class, their rate of pay will be decreased by one pay step.
- iii. 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. Longevity:

Longevity shall be paid at the rate of \$500 for every 4 years of service beyond eight years.

- i. 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.

B. Method of Payment

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.

C. Stipends

Stipends shall be paid for the employees performing the following duties:

- i. Long Distance Transfers
The Auburn City Ambulance Administrative Policy regarding Long Distance Transfers is incorporated herein, and employees shall receive a stipend pursuant to that policy.
- ii. CCEMT Paramedics, AEMTs or Flight Paramedics.
Employees certified as Critical Care EMTPs or Flight Paramedics or AEMTs shall receive the following annual stipend. Employees with dual certifications shall receive one stipend.
 - a. Critical Care EMTPs: \$2,000
 - b. Flight Paramedics: \$2,000
 - c. AEMTs: \$1,000

ARTICLE VIII: HOLIDAYS

This Article shall apply to the twenty-four (24) hour period which comprises the holiday, commencing at 12:00 A.M. the day of the holiday.

1. Definitions

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. Compensation.

All members shall receive 8 hours of pay for each designated holiday on the actual date of the Holiday. Employees regularly scheduled to work on the actual holiday shall be compensated at a rate of 1.5 times their hourly rate. Employees filling a vacancy shall be compensated at double time for such overtime hours worked. No employee shall use any accrued paid time off on a major holiday; however, shift swaps will still be permitted. Major holidays include the 4th of July, Thanksgiving, Christmas, and New Year's Eve. Members calling in sick for the holiday, or the days immediately preceding or after a designated holiday shall not receive 8 hours of pay for that designated holiday

ARTICLE IX: VACATIONS

1. 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:

Required Service	Time Off
1 years but less than 5 years	84 hours
5 years but less than 10 years	108 hours
10 years but less than 15 years	132 hours
15 years but less than 20 years	156 hours
20 years or more	180 hours

Each full-time employee starting their employment will accrue 3.25 hours of vacation per pay period.

2. Scheduling

- A. Each vacation shall be based on the regular work schedule of the employee.
- B. Each vacation shall be selected by the employee based on department seniority. Vacation can be used in 6-hour or 12-hour blocks. Vacation time off requests shall be submitted to the Director of Operations no later than the 1st of the month preceding the month the vacation request is for.
- C. In the event of termination or retirement, the employee shall be credited with and paid for all unused vacation during the vacation year in which he/she is terminated.

- D. Vacations will be scheduled by the Director of Operations or their/her designee, based on department seniority, taking into consideration department strength and weekly work schedules.

ARTICLE X: SICK LEAVE

1. Accrual

- 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.
- B. Each shift employee upon completion of his probationary period shall be credited with one thousand five hundred and ninety-two (1,592) hours of paid sick leave to be applied toward time off due to illness or injury which is not work related. Except as provided hereinafter, Employees may not accumulate more than one thousand five hundred and ninety-two (1,592) hours of sick leave; however, when an employee's credited sick leave falls below one thousand five hundred and ninety-two (1,592) hours, he/she will be credited for 4 hours of sick leave each pay period that his/her sick leave is below one thousand five hundred and ninety-two (1,592) hours 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. Usage and Documentation

- A. The Employer may require, as a condition of payment for sick leave in case of chronic absenteeism, a statement from the licensed medical professional certifying that the employee is under the physician's care and the probable period of absence from work. When an employee has used in excess of eight (8) equivalent full days of paid sick leave and/or family illness, which are not verified in the prior twelve (12) months, the Employer may require a statement from the physician's office or a statement from the family member's physician's office for any future payments of sick leave during the subsequent twelve (12) month period. For purposes of this paragraph, verified shall be defined as medical documentation from a physician's office and/or medical facility, etc., or any other reasons acceptable by the employee's Department Head.
- B. When continuous sick leave exceeds two (2) working days, the Employer may require of the Employee upon their 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 their

discretion, may request a physical examination and the Employer will bear the expense of said examination.

- C. The employee, if requested, shall provide their/her own certification from their/her own physician in order to receive pay for their/her sick leave.
- D. Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

3. Accumulations

- A. Accumulated sick leave shall not be payable at the time of termination of employment unless:
 - i. 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

4. Retirement

- A. Upon retirement (Retirement shall be based on NYSLRS eligibility), retiring Members may utilize unused sick leave time as follows:
 - i. Payment toward future health insurance premiums, at a dollar value equivalent to 50% of the accrued sick liability balance.
 - ii. Cash out at a dollar value equivalent to 50% of the accrued sick liability balance if the employee agrees in writing to waive irrevocably their right to City provided health insurance in retirement. Once an employee opts out of retiree coverage, s/he shall not be able to obtain City insurance in the future.

ARTICLE XI: PERSONAL LEAVE

Each employee shall receive twenty-four (24) non-cumulative paid personal leave hours during each contract year, which shall be taken in 12-hour segments upon application to the Director of Operations. Personal leave shall not be used on holidays. Personal Leave shall be awarded on July 1st of each year and must be used by June 30th of the following year.

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 relatives who is a member of the

employee's household, the employee shall be excused from work at their request from the day of the death to the day of the burial 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 their/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 their/her request for the day of the funeral.

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.

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 their supervisor with an official record of the time spent for the claimed period of active service.

No employee will be required to apply their 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

1. Approval and Allowance

- A. Upon authorization of the Director of Operations, the Employer shall pay up to \$6,000 for the cost of tuition for Paramedic. Such courses shall be taken on the employee's time, without pay and with prior approval from the Director and/or City Manager.
 - i. An employee must have one year of previous employment as an EMT to become eligible for any educational allowance.
 - ii. Any other certificate training program shall be authorized and reimbursed at the discretion of the Director of Operations.
- B. Upon authorization of the Director of Operations, the Employer shall reimburse up to \$2,000 for the cost of tuition for critical care transport paramedic upon successful certification completion. Such courses shall be taken on the employee's time, without pay and with prior approval from the Director and/or City Manager.
 - i. An employee must have one year of previous employment as a Paramedic to become eligible for a Critical Care Transport Paramedic Certificate.
 - ii. Any other certificate training program shall be authorized and reimbursed at the discretion of the Director of Operations.

2. Employee Responsibility

- A. The member shall agree to remain an employee of Auburn City Ambulance for a period of 24 months after completion of the program/certification.
- B. Should the member fail to obtain the certification sought, they will be required to reimburse the City for all incurred costs.
- C. Such courses shall be taken on the employee's own time, without pay and with the approval of the Director of Operations.
- D. All applicants must not have any outstanding continuous quality improvement issues and shall have all relevant certifications in good standing.

These provisions shall not be retroactive.

ARTICLE XVI: UNIFORM ALLOWANCE

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

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 Director of Operations no later than August 31. The receipts must be itemized to specifically provide details of the expense that was incurred for maintenance of uniforms and such items must be on the approved uniform list to be eligible.

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.

ARTICLE XVII: COMPENSATION FOR TRANSPORTATION COSTS

When an employee is required to use normal public transportation facilities in fulfillment of their/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 Director of Operations to use their personal car for transportation in fulfillment of their/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 the mileage claim sheet approved by the Chief of Fire.

ARTICLE XVIII: HEALTH INSURANCE

1. Plan Definition and Representations

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 plan offered to all City employees (collectively, the "Plan."). The Plan currently offered to all City employees is Blue Cross Blue Shield PPO Option J. 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.

2. Employee Contribution

Each employee shall participate in sharing the cost of their/her individual or family plan as follows: Health insurance premium contributions for all employees shall be 25%.

3. Flex Spending

Regardless of the insurance plan elected, all employees will be eligible to participate in 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.

4. Vision and Dental

- A. All full-time employees on the payroll and covered by this Agreement shall be eligible for coverage under the CSEA Horizon Dental Schedule currently available or an equivalent schedule of benefits, as guests. The cost of the Plan for the employees and their eligible dependents shall be paid at seventy-five percent (75%) by the City.
- B. 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 dental insurance.
- C. All full-time employees on the payroll covered by this Agreement shall be eligible for coverage under the CSEA EBF Vision Plan schedule.
- D. The Employer shall pay \$175 towards the annual Vision Plan premium with the employee paying the remainder through payroll deduction.
- E. All permanent part-time employees on the payroll covered by this Agreement shall be eligible as guests under the available CSEA EBF Vision Plan schedule. The Employer shall pay \$87.50 towards the annual premium with the employee paying the remainder through payroll deduction

5. Retiree Health Insurance

Upon retirement, members of PENTACA 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 shall move into a Medicare supplement plan equivalent to or better than the plan in place 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.

6. Enrollment and Coverage

- A. Once per year employees and retirees shall have the option of changing health insurance plans. PENTACA and the City shall agree on the date for making this election of coverage.
- B. 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 their employment is not terminated, they 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.

7. Health Benefit Committee

- A. The Employer and PENTACA recognize a mutual concern for the increasing costs of health benefits. Both the Employer and PENTACA 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:
- B. The Health Benefit Committee shall consist of an equal number of representatives appointed by the Employer and PENTACA. PENTACA 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.
- C. 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 PENTACA or other employees of the Employer.
- D. 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.
- E. The Employer agrees to permit one employee designated by PENTACA 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 PENTACA membership and to perform such duties, activities and other functions as are consistent with the work of the Health Benefits Committee.

- F. The three delegates selected by PEMTACA 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 PEMTACA 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 Auburn City Ambulance. Additional conference days with pay will be allowed for the three delegates for such conferences as are mutually determined by PEMTACA and the Employer to be necessary for the purposes of the Health Benefits Committee.

8. Change of Plan

- A. No change of health plan or benefits shall be instituted except and upon the following conditions:
 - i. Mutual agreement by the Employer and PEMTACA.
 - ii. In the event of no mutual agreement, the Employer or PEMTACA 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.
 - iii. 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.

9. Declination of Benefit

- A. Employees may elect to decline the City's Insurance benefits, provided they can demonstrate proof of continuous coverage under a non-city plan.
- B. Stipend for declination
 - i. Any employee who exercises this option, will be eligible for a \$4,000 yearly stipend, payable in two semiannual installments and prorated for partial year coverage;
 - a. When two City employees are married or are parent and age-eligible child 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 their/her spouse) and be eligible for a \$2,000 yearly stipend.

- ii. 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.

B. Opting to Return to Plan

- i. An employee may opt back into City coverage with proof of continuous coverage, during annual open enrollment or upon a qualifying event.
- ii. 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.

ARTICLE XIX: OUT OF TITLE WORK

Whenever an absence exists for a supervisory position, 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 the current step.

Assignment of said employee shall be by the Director of Operations or their designated representative, with consideration being given to seniority and suitability.

ARTICLE XX: CIVIL SERVICE LIST

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

ARTICLE XXI: QUARTERLY CONFERENCES

Each quarter during the term of this Agreement, the Employer and PENTACA 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 PENTACA 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 PENTACA 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 XXII: 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 their actions upon the arrival of the duty officer.

ARTICLE XXIII: SENIORITY

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

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. For the purposes of bidding on shifts and job postings, seniority shall be the length of continuous time an employee has held their current position; for the purposes of bidding on vacation time, seniority shall be the length of continuous time within the department.

When a permanent vacancy exists due to resignation, promotion, or disability, the Director of Operations shall post on the bulletin boards 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 XXIV: 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 XXV: PHYSICAL REQUIREMENTS

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

ARTICLE XXVI: 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 renegotiating that portion declared unlawful.

ARTICLE XXVII: SUBCONTRACTING

The City of Auburn agrees that the current emergency medical duties of the Auburn City Ambulance 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 5379 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 XXVIII: 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 Director of Operations, both of whom will occasionally meet with the Committee, and two (2) representatives appointed by PEMENTACA. 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 Members. 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, Department 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 Director of Operations, or the President of PEMENTACA.

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 Director of Operations, and at least one (1) of the two (2) representatives appointed by PEMENTACA 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 PEMENTACA. The Safety Committee shall act in an advisory role only.

Any decision of the Safety Committee shall be in writing.

ARTICLE XXIX: 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 XXX: AGREEMENT

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.

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.

ARTICLE XXXI: DURATION

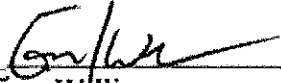
This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, June 30, 2024, or later if negotiations have not been completed, and unless written notice is given at least One Hundred Eighty (180) days prior to June 30, 2024, by either party 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, 2024

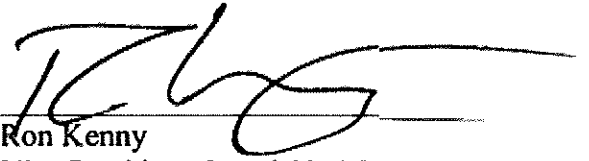
DATED: 05/18/2023

FOR:

PROFESSIONAL EMERGENCY MEDICAL TECHNICIANS OF AUBURN CITY
AMBULANCE LOCAL 5379, IAFF, AFL-CIO



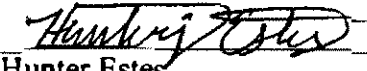
Eric Williams
President, Local 5379 IAFF



Ron Kenny
Vice President, Local 5379 IAFF



Jamie Callard
Committee Member,
Local 5379 IAFF



Hunter Estes
Committee Member,
Local 5379 IAFF

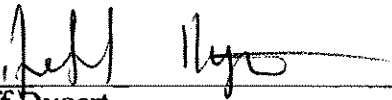


Katherine Estes
Committee Member,
Local 5379 IAFF



Nathaniel Lambright, Esq.
Attorney for Local 5379 IAFF

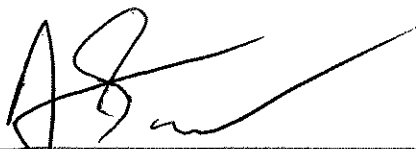
FOR:



Jeff Dygert
City Manager

/s/Rachel Jacobs

Rachel Jacobs CMFO
City Comptroller



Nate Garland, Esq.
Assistant Corporation Counsel

APPENDIX A
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.