

**2014-2017**

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**By and Between**

**THE CITY OF AUBURN, NEW YORK**

**AND**

**CITY OF AUBURN ASSISTANT FIRE CHIEF'S-ASSOCIATION**

**of the**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**AFL-CIO  
LOCAL 4021**

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## ARTICLE I - RECOGNITION

### 1. Bargaining Unit

The Employer hereby recognizes the Association as the exclusive collective negotiating agent of all Assistant Fire Chiefs of the Fire Department of the City of Auburn, New York, excluding all others.

### 2. Obligations of the Association and the Employer

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

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

## ARTICLE II - UNION SECURITY

### 1. Union Dues

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executed by the employee authorizing such deduction by the Employer, and said written authorization has not been withdrawn prior to the regularly scheduled date of deduction.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

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

**2. Payroll Savings Plan**

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

New York Federal Credit Union. The payroll savings deduction authorization must be initiated with the City's Comptroller's Office no less than two (2) weeks prior to the effected payroll.

**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**

One (1) delegate shall be paid for attending contract negotiation sessions, grievance meetings and arbitrations with the Employer if held during their normal working hours.

The Association may designate up to two (2) delegates at any one time who will be given a leave of absence with pay for up to a total of eight (8) days [the total of eight (8) 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. Any balance of these days may be held over to the following year with the approval of the City Manager. When these leave days are used, there must be at least two (2) Assistant Chiefs or one (1) Assistant Chief and the Chief of the Department remaining in the City and available to cover Departmental business.

**5. Bulletin Boards and Meetings**

The Employer agrees to provide reasonable facilities separate from the Employer's for the posting of bulletins and notices by the Association. The Association agrees to provide its own bulletin board and 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 Association agrees to supply its own bulletin board subject to the approval of the Fire Chief.

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 which 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.

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 mandatory 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 mandatory negotiable issues related to either the decision or the impact of the establishment of an Authority, any unresolved mandatory 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 controversy 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 Article 16, Section 682, sub-division 4 of the General Municipal Law. It is agreed that upon implementation of the policy as referenced in Article XXX herein, 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.

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 the Fire Chief, within three (3) departmental working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the Fire Chief 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) working days from the date of the initial discussion of the grievance with the Fire Chief. After receipt of a written grievance, the Fire Chief shall, within ten (10) working days from the date the written grievance was

received by him, convene a meeting 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) working 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) working days:

**Step 3:** The grievance may then be submitted to the City Manager who, within ten (10) working days after receipt will convene a meeting between the aggrieved employee, his/her 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/her 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 automatically 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, Cornell Labor Arbitration & Mediation Services 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) working 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. The fees of the arbitrator and the costs of the hearing room, if other than City property, 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 or of the expense of witnesses or participants called by the other.

12. 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.

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 (30) 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 - HOURS OF WORK AND OVERTIME**

### **1. Work Schedules**

(a) The "shift" work schedule shall consist of an eight (8) day cycle [two (2) day shifts 8:00 a.m. to 6:00 p.m., two (2) night shifts 6:00 p.m. to 8:00 a.m. and four (4) days off.]

An additional eight (8) shifts (no more than four of them night shifts) will be granted off and an additional eight (8) hours pay at the overtime rate (to be paid in the last paycheck of the calendar year) to result in a forty (40) hour work week.

(b) The "day" work schedule will consist of a forty (40) hour week of either five (5) eight (8) hour or four (4) ten (10) hour shifts. or other special schedules agreed to by the employer, the employee and the Association that total forty (40) hours per week.

**2. Definition of Pay Rates**

(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 the bi-weekly rate divided by eighty (80) hours.

(c) Daily rate shall be the hourly rate multiplied by eight (8) hours.

(d) Overtime rate shall be the hourly rate times one and one-half (1-1/2). The overtime rate shall be paid for all time worked in excess of the employee's regular work schedule 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.

There shall be no pyramiding of overtime or double time under this Agreement.

When 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 regular shift overlap, they shall be guaranteed an additional two (2) hours pay calculated at the overtime rate.

A. Employees shall be offered overtime excluding emergency calls for alarms or for two (2) hour holdover of call in, on a rotation basis beginning with the most senior man.

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

C. When a vacancy exists for an Assistant Chief (i.e. due to sick leave, bereavement leave, personal leave, department leave, union day, or vacation) and provided there is a Captain on duty and the vacancy does not create a need for overtime (including, but not limited to, pursuant to any term of this Agreement or any provisions of the collective bargaining

agreement between Auburn Professional Firefighters, IAFF, Local 1446 and the City), the City may fill the opening with a Platoon Captain; or, if the vacancy occurs during a weekday and if there is no Platoon Captain available (a Platoon Captain is available if he is (1) on duty; (2) assigned to the line for that shift; and (3) his assignment to fill the Assistant Chief vacancy would not create a need for overtime (factoring in that the Fire Chief may count under these circumstances as the last man to meet any minimum staffing number)) to fill the vacancy, the City may fill the vacancy with the Fire Chief. Notwithstanding the foregoing, if for any reason the vacancy will result in overtime, it must be filled with an Assistant Chief.

D. At the time of execution of this Agreement the City agrees to staff the rank of Assistant Fire Chief at the same level as in the Department on April 15, 2014. The City agrees to maintain staffing at this level or greater for the term of this contract. Positions will not be left vacant, nor abolished due to economic or budgetary constraints.

E. If a vacancy for an Assistant Chief is expected to be long term (i.e., a period longer than three [3] months), then after three (3) months the Association and the Employer will decide on a schedule for filling this long term vacancy. Both the Employer and the Association will mutually agree to this schedule change. If no agreement can be reached, this vacancy will continue to be filled in accordance with paragraph C.

## ARTICLE VI - WAGES

### 1. Wage Rates

(a) Effective July 1, 2013 the following eight (8) step salary schedule shall be established for Assistant Chiefs currently seated:

	A	B	C	D	E	F	G	H
2013-2014	68,459	70,259	72,107	74,004	75,950	77,947	79,997	82,101
2014-2015	69,984	71,784	73,632	75,529	77,475	79,472	81,522	83,626
2015-2016	70,684	72,505	74,373	76,289	78,255	80,271	82,340	84,461
2016-2017	72,098	73,956	75,861	77,816	79,821	81,877	83,987	86,151

**2. Promotions**

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

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

(b) 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.

(c) 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 shall receive no salary increase on promotion.

(d) 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.

**3. Miscellaneous**

In addition to the above schedule of pay if any member of the bargaining unit is designated by the Chief as a Fire Inspector, Fire Department Instructor or Mechanic Helper he/she shall receive up to a maximum sum of \$1,500.00, pro-rated for partial years.

**4. Longevity**

Longevity shall be paid at the following schedule:

4 years	\$ 300.00
8 years	\$ 600.00
12 years	\$ 900.00
16 years	\$1,200.00
19 years	\$1,500.00

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.

## ARTICLE VII - HOLIDAYS

The following days shall be designated holidays:

New Year's Day	Fourth of July
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
M.L. King's Birthday	Veterans' Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

In accordance with Public Law 90-363, Washington's Birthday will be recognized as falling on the third Monday in February, Memorial Day as falling on the last Monday in May, and Columbus Day will be recognized as falling on the second Monday in October.

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

Each shift employee who is scheduled and required to work and does work on a holiday shall receive an additional day's pay at the straight time daily rate (i.e. eight hours of pay for each qualifying holiday) for each holiday worked in the contract year. Shift employees not scheduled or required to work because of normal days off, on vacation, on personal leave day, on paid leave of absence, absence due to job incurred injuries, or on sick leave for 75 consecutive calendar days or less, shall receive one additional day's pay at the straight time daily rate (i.e. eight hours of pay for each qualifying holiday). This method of holiday pay compensation shall take effect on January 1, 2010; prior to that, the holiday pay system that existed under the prior 2003-08 agreement shall remain in effect. Annual payments shall be made in a separate payroll check in the first or second week of November of each year, for all holidays earned to date, plus any remaining holidays not yet earned for that year. Employees who do not earn the remaining holidays in the year, or who do not complete the year due to separation from employment for any reason, will have holiday pay for holidays not earned deducted from their final payouts. Any employee who works overtime on a holiday shall receive double time for such overtime hours worked.

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

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

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

## ARTICLE VIII - VACATIONS

### 1. Schedule and Selection

All employees covered by this Agreement shall be granted a paid vacation according to the following schedule:

Required Service:	1 year but less than 10 years:
1 <sup>st</sup> Trimester:	4 days (i.e., 2 days, 2 nights)
2 <sup>nd</sup> Trimester:	8 days (i.e., 4 days, 4 nights)
Required Service:	10 years to retirement:
1 <sup>st</sup> Trimester:	8 days (i.e., 4 days, 4 nights)
2 <sup>nd</sup> Trimester:	8 days (i.e., 4 days, 4 nights)

Each vacation shall be based on the regular work schedule of the employee (i.e., 2 days, 2 nights per 8 day cycle). Vacation days may be taken in increments of two (2) days and two (2) nights, or taken as single days, but no more than half of these single vacation days may be used to take off fourteen (14) hour nights.

Each vacation shall be selected by the employee based on department seniority, which would include all fire fighting personnel.

Vacation "days" must be taken in the calendar year following the year in which they were earned, except that (i) a maximum of eight (8) "days" may be carried over into the next calendar year; and (ii) vacation days can be banked for cash payout upon retirement at the rate that was in effect when they were earned. Carryovers in excess of eight (8) "days" for use must be approved by the City Manager. Carryovers for payout upon retirement do not require prior approval but may not

be used as vacation after the end of the year in which they acceded (i.e. they may only be paid out upon retirement and cannot be used in later years as vacation).

A maximum of 30 Vacation Days may be banked for cash payment upon retirement for those holding the position of Assistant Fire Chief on the date this document is signed. A maximum of ten(10) Vacation Days may be banked for cash payment upon retirement by any member promoted into the position of Assistant Fire Chief during the term of this Agreement.

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

## 2. Longevity Days

Employees shall be granted longevity days, by seniority, based on calendar years of service as follows:

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

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

Longevity "days" can only be taken when staffing permits, i.e., thirteen (13) personnel or more scheduled on duty.

Members shall give a maximum of seven (7) days notice prior to the taking of longevity days. In all other respects, the party's past practice and the existing work rule shall govern the taking of longevity days.

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

A. 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

B. 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

C. Any combination of the above.

D. 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.

### **3. Termination and Retirement**

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/her 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 current hourly rate, multiplied by 12, in addition to longevity pay due pursuant to Article VII of this Agreement.

Employees of the Bargaining Unit who retire before twenty (20) years of service shall receive and be paid an additional twenty-one (21) day of vacation at three (3) weeks of normal pay. Said employees who have completed twenty (20) years employment with the Department shall be entitled to an additional twenty-eight (28) consecutive days of vacation at normal pay upon notifying the Employer thirty (30) days prior to his/her retirement date and during said time the vacation shall be granted. If a member of the Bargaining Unit dies upon completion of their 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 or actual vacation taken.

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

## **ARTICLE IX - SICK LEAVE**

### **1. New Hires**

A new hire shall be any individual hired outside of the City of Auburn Fire Department, who will be deemed a probationary employee as referenced in Civil Service Law.

Each new hire, upon entry into service, shall be credited with three (3) 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 nine (9) such sick days. Upon completion of the probationary period, such accumulated days shall be terminated.

## **2. Current Department Employees**

Each shift employee shall be credited with amount of working days of paid sick leave accrued to be applied toward time off due to illness or injury which is not work related. Such leave shall be reduced by one (1) day for each day paid.

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

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

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.

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.

Accumulated sick leave shall not be payable at the time of termination of employment unless a physician selected by the Employer certified that the termination of the employee was necessitated by illness or injury, and then only so long as such illness or injury continued and the employee permits physical examination at reasonable intervals.

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

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.

Upon retirement, retiring Assistant Chiefs may utilize unused sick leave time as payment toward future health insurance premiums as follows:

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

#### **ARTICLE X - PERSONAL LEAVE**

Personal leave day(s) will be granted by the Chief in accordance with established work rules.

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

#### **ARTICLE XI - BEREAVEMENT LEAVE**

In the event of death of one of the following members of an employee's immediate family, namely: parents, including foster or step-parents, spouse, children, including foster children, step-children, and grandchildren, brother, sister, or other relative who is a member of the employee's household, the employee shall be excused from work at his 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.

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<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.

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 XII - 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 as appendix "A".

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

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

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

## **ARTICLE XIII - 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 XIV - EDUCATION BENEFITS**

The Employer shall pay the full cost of tuition for up to three (3) credit hours per semester, upon completion of the course, at Cayuga County Community College or other institutions approved by the City Manager in subjects pertaining to fire science, or subjects required to obtain an Associate Degree in Fire Science, for any employee covered by this Agreement. Such courses shall be taken on the employee's time, without pay.

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.

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.

The Employer, upon request of the Association, may 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 one (1) employee may attend the George Meany Center at any one time.

These provisions shall not be retroactive.

## **ARTICLE XV - UNIFORM ALLOWANCE**

1. Each employee covered by this Agreement shall receive one thousand two hundred (\$1,200.00) dollars as a clothing allowance, which will be paid on the first claims list issued in the month of October 2013 and 2014. In order for employees to receive a separate check under the claims list payment in October, employees must submit their uniform receipts for July 1 through June 30 to the Chief no later than August 31. If the receipts do not add up to the total allowance, the difference would be taxable income. Payout for partial fiscal years of service upon retirement or voluntary separation by the employee shall be pro rated on a quarterly basis for each quarter (with the first quarter to commence July 1 of each fiscal year) of employment completed by the employee. After fiscal year, 2013-14 the clothing allowance will be folded into the base pay.

2. It shall be the policy of the Department to accept one (1) member designated by the Union to confer with in the selection of uniforms and equipment.

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

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

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

## **ARTICLE XVI - 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 XVII - SERVICE CONNECTED DEATH BENEFITS

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

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

## ARTICLE XVIII - HEALTH INSURANCE

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

(a) **Effective July 1, 2012**, Employees hired prior to July 16, 1997 electing individual or family coverage under the Comprehensive Plan will be required to contribute 10% of the monthly premium for said individual or family coverage. Employees will be responsible for any deductibles or co-pays contained in the Comprehensive Plan.

(b) **Effective July 1, 2012**, Employees hired prior to July 16, 1997 electing individual or family coverage under the Classic or PPO-J Plans will be required to contribute 15% of the monthly premium for said individual or family coverage. Employees will be responsible for any deductibles or co-pays contained in the Classic or PPO-J Plans. Among other terms, the Classic Plan contains a \$100 Major Medical deductible per person or \$300 per family.

(c) Health insurance premium contributions for newly hired employees, i.e. employees hired on or after July 16, 1997, shall be 20% for the employee's first year of

employment; shall be 15% for the second year; and bottom out at 15%. This is for plans presently offered, Classic, Comprehensive and PPO-J.

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

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

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

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

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

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

8. Patient confidentiality will be maintained strictly with respect to all health claim information and will follow all applicable HIPAA Standards.

9. Once per year employees and retirees shall have the option of changing their current coverage to any of the three allowable plans. The Association, City and Blue Cross/Blue Shield shall agree on the date for making this election of coverage.

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

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

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

(a) The Health Benefit Committee shall consist of an equal number of representatives appointed by the Employer and the Association. The Association shall be entitled to have a maximum of one (1) employee 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 substantially similar to the existing plan.

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

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

(a) Mutual agreement by the Employer and the Association.

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

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

15. The one (1) delegate 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 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 person 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 delegate for such conferences as are mutually determined by the Association and the Employer to be necessary for the purposes of the Health Benefit Committee.

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

17. Employees may elect to decline the City's Insurance benefits, provided they can demonstrate proof of continuous coverage under a non-City plan. Any employee who exercises this option will be eligible for a \$2,000.00 yearly stipend, payable in two semi-annual installments and pro rated for partial year coverage. Installments will normally be paid in the first payroll in January and the last payroll in June of each year. The employee must demonstrate continuous

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

#### **ARTICLE XIX -PENSION**

For all employees hired by the Employer prior to January 9, 2010, 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) which shall be fully paid by the Employer and shall permit retirement after twenty (20) years of service. Employees presently covered under another plan shall have their present pension contributions paid by the Employer until they are eligible to transfer to the plan provided herein.

In addition, the Employer shall provide 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.

For all employees hired by the Employer after January 9, 2010, the special retirement plans and options elected by the City, as referenced in the preceding two paragraphs of this Article, shall not apply and these employees will be eligible for base Tier V benefits only, absent agreement by the Employer and the Union to special retirement plans and options in future negotiations, if any.

#### **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 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 XXI - 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 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 or gross negligence, 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 XXIII - SENIORITY**

Seniority shall be defined as an employee's length of continuous service in rank with the Auburn Fire Department. If seniority in rank is equal, then an employee's seniority shall be determined by total length of continuous service with the Department.

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.

## **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.

## **ARTICLE XXV - 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 XXVI - FINANCIAL DISCLOSURE STATEMENT**

Each employee shall complete an annual financial disclosure statement. The form shall be jointly negotiated and agreed upon between the parties.

## **ARTICLE XXVII - 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 XXVIII - AGREEMENT**

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

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

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

## **ARTICLE XXIX -DISABILITY/DISABILITY PROCEDURES**

The parties acknowledge that any injuries incurred by a Firefighter in the performance of their duties while performing a service to the public will be subject to the terms of the General Municipal Law §207-a. Any and all other injuries sustained while on duty will be subject to the provisions of Workers Compensation Law.

The parties further agree that it is in their best interest to mutually negotiate a policy which sets out guidelines and criteria for not only implementing such a policy, but also for the appeal of City determinations with regard to an Assistant Chief's injury. To this end, the parties will upon execution of the within agreement negotiate a policy which adequately and fully addresses injuries and/or illnesses under General Municipal Law §207-a and Workers Compensation Law, with said policy to be attached to the within agreement as Appendix A.

**ARTICLE XXX - DURATION**

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight June 30, 2017, or later if negotiations have not been completed, and unless written notice is given at least One Hundred Eighty (180) days prior to June 30, 2013, by either party requesting a change or termination of the same, then it shall automatically continue in effect from year to year until such notice is given at least One Hundred Eighty (180) days prior to June 30th of any subsequent year.

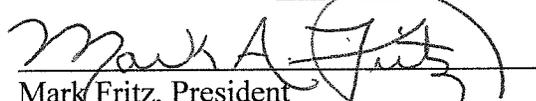
Negotiations pursuant to changes in the terms of this agreement shall commence no later than 150 days before June 30, 2017, provided the Auburn Assistant Fire Chief's Association, IAFF, Local 4021, is the bargaining representative.

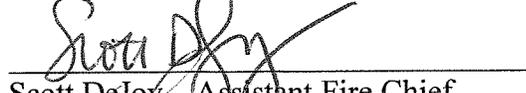
**ARTICLE XXXI – RETIREMENT INCENTIVE**

A. Employees who are retirement eligible during the term of this Agreement shall be eligible for one of two retirement incentives to be offered during the term. The retirement incentive will consist of a \$10,000 cash payment upon retirement or a credit of \$12,500 to be applied to the employee's health insurance premium bank. The time these incentives will be offered will be determined by the Fire Chief and Local 4021.

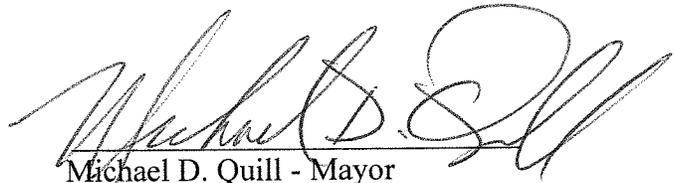
**ARTICLE XXXII - ENDORSEMENTS**

DATED: June 2014

  
Mark Fritz, President  
Auburn Assistant Fire Chief's Assoc.  
of the International Assoc. of  
Firefighters, AFL-CIO, Local 4021

  
Scott DeJoy – Assistant Fire Chief

  
Ed Sherman – Assistant Fire Chief

  
Michael D. Quill - Mayor

  
Doug Selby – City Manager

  
John Rossi – Corporation Council

  
Jeff Dygert – Fire Chief