

**AGREEMENT BETWEEN**

**THE CITY OF CORNING**

**AND**

**CORNING INTERNATIONAL**

**ASSOCIATION OF**

**FIREFIGHTERS LOCAL 932**

*APRIL 1, 2011 THROUGH JUNE 30, 2016*



# **ARTICLE I**

## **GENERAL PROVISIONS**

### **Section 1. AGREEMENT DEFINITION**

THIS AGREEMENT is between the CITY OF CORNING, NEW YORK, a municipal employer, hereinafter referred to as the “City” or “Employer” and the CORNING INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 932, hereinafter referred to as the “Union”.

### **Section 2. DURATION**

This Agreement commences April 1, 2011 and continues in full force and effect until Midnight, June 30, 2016.

### **Section 3. AGREEMENT**

- A. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.
- B. The foregoing constitutes the entire Agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in written form and annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions herein contained.

### **Section 4. RIGHTS AND PRIVILEGES**

#### **A. EMPLOYEE RIGHTS**

The Employer agrees that any rights or privileges granted by the Employer to the members of the Union and included in this agreement will not be changed without the mutual agreement of the Union and the Employer.

#### **B. MANAGEMENT RIGHTS**

Any and all rights, powers and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

**Section 5.**      **CONTRACT NEGOTIATIONS**

Contract negotiations shall commence at least ninety (90) days prior to the expiration of the present contract. The existing contract shall stay in effect until the next Agreement is reached.

**Section 6.**      **NO STRIKE AFFIRMATION**

The members of the Union hereby affirm pursuant to the provisions of Section 207, Paragraph 3 of the Public Employees Fair Employment Act, that it does not and will not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist, or participate in such a strike.

**ARTICLE II**

**UNION RECOGNITION**

**Section 1.**      **RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive negotiating agent for the Civil Service Firefighter of the Employer, excluding those positions that are management and/or confidential for the maximum period permitted by law upon the date of execution of this Agreement.

**Section 2.**      **UNION RIGHTS**

The Union shall have the sole and exclusive right with respect to other Employee organizations to represent all Employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation, to direct, to determine those matters which the membership wishes to negotiate within the terms herein and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The Union shall have the sole and exclusive right to pursue the grievance and appeal procedure in this Agreement and to pursue it to any court of competent jurisdiction, whichever is appropriate, and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

**Section 3.**      **UNION DUES**

The City shall deduct union dues each pay period from the wages of Employees who individually and voluntarily authorize the City to make such deductions. Such monies will be forwarded promptly to the Union.

**Section 4.**      **AGENCY SHOP**

The City shall also deduct from the wages of all Firefighters covered by this Agreement, who are not members of the Employee organization, an amount equivalent to the dues levied by the Association and said amount shall be transferred to the Union within ten days. The Union will establish and maintain a procedure providing for the refund to any Employee demanding the return of any part of an agency shop fee deduction which represents the Employees' pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

**ARTICLE III**

**UNION RELEASE TIME**

**Section 1.**      **NOTIFICATION TO CITY**

The President of the union shall provide to the Chief an up to date listing of Union Officers.

**Section 2.**      **NEGOTIATIONS MEETINGS**

During the course of negotiations, the City will agree to reasonable time off with pay for the members of the Union negotiating for the purpose of attending joint City-Union negotiation meetings.

**Section 3.**      **DURING WORK HOURS**

Any one (1) Union officer will be entitled up to one (1) hour, when necessary, during working hours, to perform Union duties within the department. Before any such officer of the Union leaves the premises, he must have permission from his immediate supervisor.

**Section 4.**      **RELEASE TIME OF UNION OFFICERS**

- A.      In addition, the President of the Association or his designee shall be granted twelve (12) workdays' leave of absence (Five [5] days of which shall be with pay and the remainder without pay) to attend state or national Firefighter conventions, seminars, or district meetings. The total allowed time is twelve (12) workdays, regardless of the number of men involved. Such time off will require two (2) weeks' advance notice to the Fire Chief or his representative.
  
- B.      The City will try to replace regulars with professionals but if this is difficult, it will use emergency call Firefighters.

**ARTICLE IV**

**SICK LEAVE**

**Section 1.**      **TIME ACCUMULATION**

Sick time shall be earned at the rate of one (1) day per month worked, and may accumulate to a maximum of one hundred fifty (150) days.

Employees shall be allowed to transfer the cash value of five (5) sick days to either the 457 tax deferred plan or the Section 125 flexible spending plan only each time they reach the maximum of one-hundred fifty (150) days.

The five (5) sick days described above shall be in addition to the five (5) sick days they are entitled to under Article IV, Section 4 (C).

The cash value shall be calculated as eight (8) hours per day times their current rate of pay.

**Section 2.**      **ADDITIONAL SICK LEAVE**

If an Employee uses up his accumulated sick leave, the Chief of the Fire Department, with Director of Public Safety approval, may grant additional sick leave. If additional sick time is granted, it shall be deducted from future sick leave accruals.

**Section 3. MEDICAL CERTIFICATE**

The Chief may, at his discretion, request a medical certificate from any Employee for paid sick leave after two (2) consecutive days of sick leave. In addition to a medical certificate justifying the absence from work for any paid sick days, the Fire Chief may, in his discretion, require an Employee to undergo a physical examination by a doctor designated by the City at the City's expense to determine either the justification for absence or the Employee's fitness for work.

**Section 4. RETIREMENT CASH-IN**

- A. Any unit member hired on or before March 31, 2006 shall be paid ninety percent (90%) of their accumulated sick days upon retirement. The payment shall be determined by the retiring Employee's present rate of pay. The Employee's annual salary for the year of his retirement shall be divided by 2,080 to determine the hourly rate of pay. The hourly rate of pay shall be multiplied by eight (8) to determine the daily rate, and the daily rate will be multiplied by the number of accumulated sick days to determine the dollar amount of payment.
- B. Any unit member hired after March 31, 2006 shall be paid fifty percent (50%) of their accumulated sick days upon retirement. The payment shall be determined by the retiring Employee's present rate of pay. The Employee's annual salary for the year of his retirement shall be divided by 2,080 to determine the hourly rate of pay. The hourly rate of pay shall be multiplied by eight (8) to determine the daily rate, and the daily rate will be multiplied by the number of accumulated sick days to determine the dollar amount of payment.
- C. Effective January 1, 1998, when a unit member reaches his or her tenth (10<sup>th</sup>) year anniversary of service with the City and on each anniversary date thereafter, the unit member may elect to cash up to five (5) days of accumulated sick leave at his or her then current per diem rate. The election shall be made in writing to the City Manager and any amount payable shall be made within thirty (30) days thereafter. The member must have a minimum of fifty (50) accumulated sick days to make such an election. Any days so cashed shall be deducted from accumulated sick leave. If the unit member is a participant in the Section 457 Plan and is eligible to have said monies deposited with the Plan and signs whatever payroll deduction is needed by the Plan Administrator, the City will deposit the appropriate sum with the Plan within fourteen (14) working days of receiving the member's election and written authorization for payroll deduction as required by the Section 457 Plan.

The parties also agree that the City will take whatever steps are necessary to establish and maintain a qualified Section 457 Plan available for participation by Unit Members as allowed under IRS rules and regulations and in accordance with the Plan generally available to other City Employees.

**Section 5.**     **SEPARATION OF EMPLOYMENT**

When an Employee leaves before Retirement, said Employee will receive pay for accrued Holidays, Vacation, and Overtime.

**ARTICLE V**

**BEREAVEMENT LEAVE AND PERSONAL LEAVE**

**Section 1.**     **LEAVE FOR DEATH**

Each Employee represented in this Agreement shall be allowed up to three (3) days leave of absence with full pay in the event of death of the Employee's father, mother, sister, brother, wife, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, step parents, step-children and grandparents of spouse.

**Section 2.**     **GRANTING OF LEAVE**

Payment for said leave is granted only if such leave falls on scheduled workdays up to and not in excess of three (3) consecutive working days through the day and after the day of internment, provided said Employee attends the funeral and furnishes proof thereof if requested by the Director of Public Safety.

**Section 3.**     **PERSONAL LEAVE**

Each unit member shall be entitled to two (2) days of personal leave per fiscal year. There shall be no cash out of personal days upon death, retirement, or termination of employment. When shift staffing is at five (5) full-time firefighters including the shift lieutenant, an additional member of the shift may use a personal day when fourteen (14) days notice of intent is given to the Chief, at which time the opening created by the use of this personal day will be filled by a full-time firefighter in accordance with Article XVI, Section 3. When fourteen (14) days notice is not given, the Chief may deny the use of personal days if it would have an actual impact on the "operating needs" of the Department. Personal days shall not be carried over, except when denied by the Chief due to operating needs and in such event, shall be used within the first ninety (90) days of the next fiscal year. It is agreed that no request for use of personal time shall be unreasonably denied.



## **ARTICLE VI**

### **HOLIDAYS**

#### **Section 1. HOLIDAYS OBSERVED**

- A. All Employees covered by this Agreement shall be compensated for eleven (11) holidays per year.
- B. For information purposes, the parties intend that the following days comprise the eleven (11) paid holidays referred to in Section 1 above:
  - 1. New Year's Day
  - 2. Lincoln's Birthday
  - 3. Washington's Birthday
  - 4. Easter Sunday
  - 5. Memorial Day
  - 6. Independence Day
  - 7. Labor Day
  - 8. Columbus Day
  - 9. Veterans' Day
  - 10. Thanksgiving Day
  - 11. Christmas Day

#### **Section 2. USE OF HOLIDAYS**

- A. The benefit required by this article shall be paid either in cash for 8-hour paydays or in compensatory time off, at the option of each covered Employee. If in cash, such compensation shall be computed on the basis of each Employee's regular, straight-time rate of pay for eighty-eight (88) hours and shall be paid in a lump sum during the first pay period in December of each year. If in compensatory time off, said time shall be used during the ensuing year or paid in cash during the last pay period of December should the Employee fail to take the time off during the previous eleven (11) months.
- B. Employees shall work on holidays according to the natural rotation of their schedules and shall receive no extra compensation whether or not they work on any holiday in a given calendar year.

## ARTICLE VII

### VACATIONS

#### Section 1. VACATION SCHEDULE AND ALLOWANCES

The schedule of vacations for covered personnel shall be as follows:

Appointment date to one year's service	No vacation
One year of service	1 Week
Two years service, but less than five years service from appointment date	2 Weeks
Five years service, but less than ten years service from appointment date	3 Weeks
Ten years or more service from appointment date	4 Weeks

The vacation week runs from Monday morning to Monday morning at 8 AM.

#### Section 2. ADMINISTRATION

- A. Vacations will be scheduled for a fiscal year beginning on the first Monday in June and ending on the Sunday prior to the first Monday of June of the following year. If an Employee's anniversary date falls during the vacation period of the first, fifth or tenth year anniversary, the Employee will sign up at the beginning of the vacation period for all vacation earned as well as the additional week earned at the anniversary date.
- B. Vacation scheduling will begin on or before April 1<sup>st</sup> prior to the start of the vacation year. The schedule of vacation requests shall be returned to the Fire Chief no later than two (2) weeks prior to the start of the vacation year. The selection of vacation periods shall be governed by the operating needs of the Fire Department. In determining "operating needs" the Employer shall not deny a request for vacation scheduling for a reason unrelated to the actual operating needs of the Fire Department.
- C. In the event of a problem or change, this vacation procedure shall be reviewed annually by the Labor Management Committee to ensure uniformity in its administration.

**Section 3.**     **EMPLOYEE SEPARATION**

Should the Employee separate from service with the department for any reason prior to these anniversary dates, said Employee will not be entitled to the additional week. If the Employee has already utilized this week, the equivalent cash value of such will be deducted from the Employees' final pay check.

**Section 4.**     **VACATION PAY**

An Employee may request vacation pay in advance of the vacation period. The Employee's request must be made two (2) weeks prior to the vacation period. Vacation pay will be issued the pay period prior to the vacation period.

**ARTICLE VIII**

**JURY DUTY**

A Unit Member may be absent without deduction of pay or loss of benefits when required to report for jury duty. However, the Unit Member must submit a statement showing the amount of money received for reporting for jury duty and said amount shall be reimbursed to the City (excepting any mileage reimbursement). If the Unit Member is released from jury duty before 1:00 pm, he shall report promptly to work the remainder of his shift. If a full-time Firefighter is required by the Chief to fill a shift of a member reporting for jury duty, that Unit Member will receive credit for actual time worked or five (5) hours, whichever is greater. Nothing contained herein shall require the Fire Chief to fill the shift position of a Unit Member reporting for jury duty and the Chief retains the authority to assign a part-time Firefighter to such assignment.

**ARTICLE IX**

**WORK SCHEDULE**

**Section 1.**     **WORK SCHEDULE**

A.     The work schedule shall be a 10-14 hour work schedule

B.     Example of schedule:

Two (2) days on Day Shift (ten [10] hours per shift);

Two (2) days off;

Two (2) nights on Night Shift (fourteen [14] hours per shift);

Two (2) days off.

The Day Shift shall be scheduled from 8:00 AM to 6:00 PM.

The Night Shift shall be scheduled from 6:00 PM to 8:00 AM.

Over a period of one (1) year, the average work week is forty (40) hours with time off to achieve such average.

Time-off such as sick time, vacation time, personal time, compensatory time and holiday time shall not count towards the hours worked for “Kelly Time”. This shall apply to Union release time in Article III. Any time a member uses said-time off, he/she shall not be credited with “Kelly Time” for that week.

See Appendices II and III, for “Kelly Time Tracking form” and “Kelly Time Request Form”, respectively.

## **ARTICLE X**

### **RETIREMENT PROGRAM**

#### **Section 1. PLAN**

- A. Non-contributing Plan with Guaranteed Benefits (Section 375-e).
- B. Special 25 year Retirement Plan (Non-contributory) (Section 384).
- C. Special 25 year Retirement Plan (Non-contributory) (Section 384 with subdivisions F. G. and H.)
- D. Special 20 year Retirement Plan (Non-contributory) (Section 384 with subdivisions D. and E.)

## **ARTICLE XI**

### **HEALTH INSURANCE**

#### **Section 1. COVERAGE**

- A. The Employer will provide unit members with the Blue Cross/Blue Shield Option I Health Plan (BC/BS), and College age 25 Rider. The Plan shall have inpatient mental care, rehab alcohol/substance abuse detox benefits. The BC/BS Plan shall also have a three-tiered prescription drug formulary with co-pays of Five Dollars (\$5.00), Fifteen Dollars (\$15.00), and Thirty Dollars (\$30.00). The prescription drug formulary shall not have managed care edits for Step Therapy, Prior Authorization, or Maximum Allowable Charge (MAC) pricing. Except as modified above or by the Benefit Comparison which is attached and incorporated herein, and except for modifications in coverage for office visits, physicals and ambulance services which are covered under the terms of the major medical coverage (chiropractic care is not covered), it is the intent of the parties that the BC/BS insurance coverage be equivalent to the previously provided GHI Insurance Plan.

- B. Effective July 1, 2011, any employee who wishes to opt out of the health/hospitalization plan shall receive a quarterly payment of eighteen hundred seventy five dollars (\$1,875.00) for opting out of a Family Plan and twelve hundred seventy five dollars (\$1275.00) for opting out of the individual plan. The City agrees to pro rate all premiums to be paid based upon the period of time the employee declines and waves the health/hospitalization coverage.

To be eligible, the employee must show: documentation they are covered under another health/hospitalization insurance plan; must be employed in a full-time position in the bargaining unit; must submit a "Request to Decline and Waive Insurance Form" see Appendix IV.

The affected employee(s), in the event he/she wished to resume City provided health/hospitalization insurance coverage, shall comply with the requirements as set forth in Appendix V.

Effective July 1, 2012, each unit member having either an individual or a family BC/BS Health Insurance Plan shall pay an employee as follows:

	<u>July 1, 2012</u>	<u>July 1, 2013</u>	<u>July 1, 2014</u>	<u>July 1, 2015</u>
Percentage of Yearly Premium:	5%	6%	6%	6%

Effective July 1, 2012, any individual hired on or after July 1, 2012, shall contribute ten percent (10%) of the yearly insurance premium."

- C. Section 125 Plan.  
 The Employer will establish a flexible spending plan under Section 125 of the Internal Revenue Code, together with a premium conversion plan as soon as reasonably practicable. The Section 125 Plan shall permit the Employee contribution under Paragraph D above of this Article to be deducted from pay with pre-taxed dollars unless the Employee elects in writing not to participate in the premium conversion plan. In lieu of dental coverage, the City will contribute Three-Hundred Dollars (\$300) per year to each employee's flexible spending plan. Effective January 1, 2007, in lieu of dental coverage, the City will contribute Four-Hundred Dollars (\$400) per year to each Employee's flexible spending plan.

**Section 2. CHANGE OF CARRIERS**

The City shall have the right to change carriers or to go to a self-insured program provided the new program provides equivalent or better coverage. If the Union does not agree that the proposed plan provides equivalent or better coverage, the matter shall be submitted to arbitration but in this case only the cost of the arbitrator shall be borne by the City.

**Section 3. RETIREES COVERAGE**

- A. Those individuals, hired before July 1, 2012, who retire during the period of this Agreement, April 1, 2011 to June 30, 2016, shall be covered with the same health insurance plan as provided to active employees. At the time of retirement, i.e. thru the appropriate New York State Retirement System, the percentage of contribution the employee was making for their health/hospitalization plan, immediately prior to the effective date of their retirement, will be converted to a dollar amount. Said amount will be the dollar amount the employee shall pay to continue insurance coverage into retirement until he/she reaches the age of sixty-five (65), at which time, he/she will no longer be eligible to continue under the City's health/hospitalization plans. The retiree shall make quarterly payments to the City, failure to pay within thirty (30) calendar days of when payment is due the City can terminate the retirees insurance eligibility. Upon reaching the age of sixty-five, the retiree shall receive an annual two thousand dollars and no cents (\$2,000.00) to help off- set the cost of medi-gap insurance. In order to receive said amount the retiree must provide to the City proof of insurance coverage.
- B. For employees hired on or after July 1, 2012, shall be eligible for health/hospitalization into retirement as follows: retiring as per the appropriate New York State Retirement System from City employment; for first ten (10) years of retirement the City will pay one hundred percent (100%) of the yearly cost of the health/hospitalization plan then in effect for active employees; beginning with the eleventh (11<sup>th</sup>) year to the fifteenth (15<sup>th</sup>) year, the City's contribution will be seventy-five percent (75%) of the yearly cost of the health/hospitalization plan then in effect for active employees; beginning with the sixteenth (16<sup>th</sup>) year to, and including the twentieth (20<sup>th</sup>) year, the City will contribute fifty percent (50%) of the yearly cost of the health/hospitalization plan then in effect for active employees. Notwithstanding the foregoing, this benefit coverage automatically ceases upon the retiree reaching the age of sixty-five (65).
- C. Eligibility. In order to be eligible to for insurance into retirement, employee must have at least fifteen (15) years full-time service with the Corning Fire Department and be eligible to retire under one of the retirement plans set forth under Article X herein. A retirement due to a line of duty illness/injury waives the fifteen (15) year service requirement.

**ARTICLE XII**

**EMPLOYEE ASSISTANCE PROGRAM**

The City shall provide, at no cost to the Employee, an Employee Assistance Program. The provider, nature and extent of which shall be established by the Agreement of the Joint Labor-Management Committee or, upon the failure of the parties to agree, by an arbitrator selected in accordance with the procedure described in Article XXI.

## **ARTICLE XIII**

### **SAFETY**

#### **Section 1. EQUIPMENT**

The City shall establish a formal system or procedure for covered Employees to report hazardous conditions involving equipment. The system or procedure shall include participation by the Chief of the Fire Department or Director of Public Safety to ensure that corrective action is taken if necessary. In the event such system or procedure is not established or followed, or if there continues to be reasonable doubt about the serviceability of the equipment which is subject to the grievance procedure provided for herein, either party may seek binding arbitration pursuant to the rules of the AAA.

#### **Section 2. HEALTH AND SAFETY**

- A. A Health and Safety Committee shall be established and shall consist of two representatives from the City and two representatives from the Union.
- B. The Committee shall:
  - 1. Review and make recommendations to the Fire Chief on health and safety issues.
  - 2. Review incidents resulting in work related illnesses, injuries or death.
  - 3. Review any written complaints regarding health or safety hazards by Employees.
  - 4. Maintain minutes of each meeting.
  - 5. In the event of serious injury or death, the Committee shall meet within forty eight (48) hours to undertake a review of the incident.
  - 6. The Fire Chief shall respond to a recommendation of the Committee within a reasonable period of time.
  - 7. The Committee shall meet at least quarterly or within forty eight (48) hours upon notification by the Chairman. The Union representatives shall have paid time off to attend such meetings, if necessary. The Employer will try to replace any openings with Union members, but if difficult, will use emergency call Firefighters.

## **ARTICLE XIV**

### **CLOTHING**

#### **Section 1. UNIFORMS**

Each probationary and permanently appointed member of the Corning Fire Department shall receive each fiscal year:

- A. 2 Work Shirts
- B. 2 Work Trousers
- C. 1 Work Jacket with Liner
- D. 1 Pair of Shoes

#### **Section 2. PROTECTIVE CLOTHING**

- A. All protective clothing and dress uniforms shall be issued to each Firefighter and replaced as needed by the City.
- B. The City agrees to order new bunker gear (jacket and pants only) for all employees of the bargaining unit on a fair wear and tear basis. The Labor-Management Committee shall jointly determine a suitable manufacturer and model for purchase of this clothing item.

## **ARTICLE XV**

### **SALARY**

#### **Section 1. SALARY DETERMINATION**

Movement on salary steps and determination of seniority for Employees shall be made based on the anniversary date of the Employee's first day of employment as a full-time (Probationary or Provisional) Firefighter. Longevity increments for Employees hired prior to July 1, 1989, shall be based on the first date of work with the City of Corning Fire Department, either part-time or full-time (See Appendix I.) Salary and longevity increments and seniority for any full-time Employee hired after July 1, 1989 shall be based solely on the first date of hire as a full-time (Probationary or Provisional) Firefighter.



**Section 2. SALARY SCHEDULE**

	<u>4/1/11</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>	<u>7/1/15</u>
Deputy Fire Chief	\$60,047	\$61,999	\$64,169	\$66,575	\$69,072
Lieutenant	\$58,375	\$60,272	\$62,382	\$64,721	\$67,148
Firefighter – 1 <sup>st</sup> Gr. (More than 48 mos.)	\$52,806	\$54,522	\$56,430	\$58,547	\$60,742
Firefighter – 2 <sup>nd</sup> Gr. (24-48 mos.)	\$48,091	\$ 49,654	\$51,392	\$53,319	\$55,319
Firefighter – 3 <sup>rd</sup> Gr. (Start-24 mos.)	\$38,743	\$40,002	\$41,402	\$42,955	\$44,566

**Section 3. ANNUAL SALARY DETERMINATION**

Annual salary shall consist of base salary and longevity.

**Section 4. LONGEVITY**

In addition to the Employee's base salary, the Employee shall, after serving the specified years of service, receive increases of the following longevity:

<u>YEARS</u>	<u>AMOUNT</u>
3 - 9*	\$ 400.00
10 - 14	\$ 700.00
15 - 19	\$1,000.00
20 Years or More	\$1,250.00

\* The parties agree that any Unit Member hired prior to April 1, 1997 with less than three (3) years service shall receive longevity under the former rule of 0 - 9 years in the amount set forth above for 3-9 years service.

The provisions under this Section will not apply to any one hired on or after July 1, 2012

## **ARTICLE XVI**

### **OVERTIME**

#### **Section 1. RATE OF PAY**

The regular Employees who work in excess of forty (40) hours will be paid at the rate of time and one-half for all additional actual time spent on duty.

#### **Section 2. ACCUMULATED HOURS OF PAY**

When a professional Firefighter has accumulated time on the books, he may request payment of up to one-half (1/2) of these hours. Following a period of three (3) months, the Employee may request payment for up to the balance of his accumulated time. The Firefighter will notify the Chief, or his designee, of his desire for payment. This payment will not exceed two (2) weeks from initial request. Between this quarterly period, the employee may request an additional cash-in of accumulated time on the books for a legitimate hardship. Approval of such cash-in request for a hardship shall be at the discretion of the Director of Public Safety and his/her decision shall not be subject to any grievance or arbitration procedures. An Employee who retires during the term of this contract may request all of his/her accumulated hours in one payment.

Payment shall be computed by multiplying the number of hours requested, times the regular hourly rate at the time of payment. If the Unit Member is a participant in the Section 457 Plan and is eligible to have said monies deposited with the Plan, and signs whatever payroll deduction is needed by the Plan Administrator, the City will deposit the appropriate sum with the Plan within fourteen (14) days of receiving the member's election and written authorization for payroll deduction as required by the Section 457 Plan.

#### **Section 3. CASUAL OVERTIME**

The joint Labor-Management Committee shall establish a procedure to divide casual overtime equitably among bargaining unit employees within their respective rank. The procedure shall not be based on seniority and shall not interfere with emergency call-in procedures.

## **ARTICLE XVII**

### **DEATH BENEFITS**

#### **Section 1. ACCIDENTAL DEATH BENEFIT**

The City shall accord each member of the Union with an accidental death benefit as provided for in Section 208-B of the General Municipal Law as added by Chapter 882 of the laws of 1958, as amended.

#### **Section 2. PAYMENT OF DEATH BENEFIT**

In the event of the death of any Employee covered by this Agreement, the estate of said Employee shall receive payment for all accrued holidays, vacation time, sick days, and compensatory time owed that Employee at the time of death.

- A. Payment of compensatory hours shall be made based on the hourly rate of the Employee computed by dividing the Employee's annual salary at the time of death by 2080.
- B. Holidays shall be paid based on the method stipulated in ARTICLE VI, Section 2A of this Agreement.
- C. Sick leave shall be paid based on the cash value calculation method stipulated in ARTICLE IV, Section 4A of this Agreement.
- D. Vacation time shall be paid based on one week's salary for every week of vacation entitled to that Employee. One week's vacation shall be computed by dividing the annual salary of the Employee at the time of death by fifty-two (52).

#### **Section 3. HEALTH INSURANCE DEATH BENEFIT**

In the event of the death of any employee covered by this Agreement and enrolled in the City's health insurance plan, the City shall pay the first ninety (90) days of COBRA health insurance premiums for the widow or widower of the deceased. Payment of these premiums by the City shall not extend the time limits set forth by COBRA.

## **ARTICLE XVIII**

### **EDUCATION BENEFITS**

#### **Section 1. PAYMENT FOR OFPC CLASSES**

After July 1, 1988, any Employee completing any class taught by the New York State Office of Fire Prevention and Control will be paid the sum of one dollar and fifty cents (\$1.50) for every hour of course time. A minimum of twenty dollars (\$20.00) shall be paid per course.

#### **Section 2. BASIC FIREFIGHTER CERTIFICATION**

Any employee holding the Basic Firefighter Certification shall be paid an annual sum of Two-Hundred Fifty Dollars (\$250.00).

Individuals hired on or after July 1, 2012, are not eligible for this benefit.

#### **Section 3. SUPERVISOR'S TRAINING**

Each Lieutenant shall be paid an annual sum of \$350.00 upon the successful completion of First Line Supervisor's Training provided by the State of New York.

Individuals hired on or after July 1, 2012, are not eligible for this benefit.

#### **Section 4. EXEMPTIONS**

Course time shall be determined by the length of the course as defined by the New York State Office of Fire Prevention and Control. Exempt from this Section are any courses taken by probationary Firefighters, any courses taken prior to July 1, 1988, and any courses that the Employee attends and is granted release time from active duty without penalty to said Employee.

#### **Section 5. TIME LAPSE**

The City shall not compensate any Employee for the same course unless there is a time lapse of three (3) years between course completion dates.

#### **Section 6. N.Y.S. DEPARTMENT OF HEALTH CLASSES**

Employees shall receive annually the sum of Three Hundred Dollars (\$300.00) for New York State First Responder Certification or Four Hundred Dollars (\$400.00) for New York State Emergency Medical Technician Certification, five hundred dollars (\$500.00) for New York State Emergency Medical Technician – Critical Care Certification and six hundred dollars (\$600.00) for New York State Paramedic Certification.

**Section 7.**      **MUNICIPAL TRAINING OFFICER**

The MTO stipend will be fifteen (15) hours per month additional compensation comprised of eight (8) hours per month training and seven (7) hours per month preparation and paperwork. Qualifications for MTO will be as required by the State of New York.

**Section 8.**      **METHOD OF PAYMENT**

Method of payment shall be to submit certificate by November 15 of each year. An Employee who has completed a course shall submit certificate of completion to Chief, or designee. Payment to be made on the 1<sup>st</sup> pay period in December of each year.

**ARTICLE XIX**

**OUT-OF-TITLE**

**Section 1.**      **RATE OF PAY**

Whenever a shift is without its permanently appointed Lieutenant, a Firefighter from that shift shall fill in and assume the duties of the officer in charge. This person shall be the same each time necessary and shall be paid the same base salary as the commissioned officer for each hour in charge.

**Section 2.**      **SELECTION**

The Chief shall select this person and if necessary shift transfers will be used. All selectees will be submitted for approval to the Director of Public Safety prior to assuming the position.

**ARTICLE XX**

**TORT LIABILITY ACTIONS**

**Section 1.**      **DEFENSE**

In the event an Employee of the Fire Department shall become a Defendant in any suit or cause of action sought against the Employee as the result of the performance of the Employee's duties, the City shall provide such Employee with a defense attorney without cost to such Employee.

**Section 2.**     **AWARD OF DAMAGES**

In the event an award is granted as the result of such cause of action, such award shall be paid by the City, pursuant to law.

**ARTICLE XXI**

**GRIEVANCE PROCEDURE**

**Section 1.**     **DEFINITIONS & TIME LINE**

- A.     The term “grievance” shall mean any claimed violation, misinterpretation, inequitable application or non-compliance with the provisions of this Agreement, provided, however, that such term shall not include any matter involving an Employee’s retirement benefits or disciplinary proceedings.
- B.     The term 'grievant' shall mean any employee who claims to have a grievance or the Union, whether in processing a grievance filed by the employee or on behalf of itself. If a Union grievance, the Union must designate the aggrieved employee(s).
- C.     The term "days" shall mean all days except the paid holidays designated in Article VI, Section 1B hereof.
- D.     Nothing in this Article shall prevent the Union from submitting a grievance at the second step, if the same involves a number of Employees or an issue which cannot be resolved at the first step.
- E.     With the exception of Step 3, if no determination is issued within the time limit permitted at any step, the grievance shall be deemed denied and the time shall begin to run for processing the grievance to the next step. In every case, the grievant shall have fifteen (15) days to file his/her appeal in writing to the next step of the grievance procedure.
- F.     A unit member or the Union shall have fifteen (15) days from the date giving rise to the dispute to file a grievance. Failure of the grievant to appeal to the next step within the timelines set forth in Section 2 below will void the grievance.
- G.     The time lines set forth under Section 2 below can be waived by the mutual consent of the Union and City.

## **Section 1. GRIEVANCE STEPS**

### **Step 1.**

- A. A grievant, shall submit his grievance in writing on the grievance form (See Appendix VI) setting forth the contractual articles(s) alleged to have been violated, the date of the Initial occurrence giving rise to the grievance, the names) of the unit member(s) involved, a description of the event giving rise to the grievance and remedy requested to the Chief of the department or his/her designee. The Chief, or his/her designee, upon receipt of the grievance shall make a determination within ten (10) days of the receipt thereof. The Chief or his/her designee's determination shall be in writing and provided to the grievant and to the President of the Union.

### **Step 2.**

- B. If the grievant is not satisfied with the determination at Step 1, the grievant may appeal said determination to the City Manager ("Manager") within ten (10) days of receipt of the Step 1 determination. The grievant appeal shall consist of: 1) a cover letter to the City Manager that clearly identifies it as an appeal of a Step 1 grievance determination; 2) a copy of the original grievance; 3) all supporting materials submitted at Step 1; 4) a copy of the Step 1 determination.

The Manager, or his designee, shall within ten (10) days of receipt of the appeal and the required materials, meet with the grievant, the Chief, or his/her designee, and any witnesses either party deems to have relevant knowledge of the events of the dispute. Once the meeting has been declared ended by the Manager, no further materials can be submitted by either party to the Manager, or his/her designee. The matter will then be declared closed and the Manager, or his/her designee, shall have fifteen (15) days to issue a determination in writing to the Union's representative and the Chief.

### **Step 3.**

- C. If the determination at Step 2 does not resolve the grievance to the satisfaction of the Union, It, in its sole authority, may file the grievance to arbitration by filing a demand, In accordance with the rules and procedures of the American Arbitration Association ("AAA"), within five (5) days of receipt of the Step 2 determination. The parties and arbitrator shall be bound by the rules and procedures of AAA

The arbitrator shall be bound by the language of the contract and is prohibited from legislating or otherwise rendering a decision that adds to the language of the contract. Further, the arbitrator shall confine his decision to the issue submitted by the parties, or, in absence of a mutually agreed upon issue, by one fashioned by the arbitrator that most reasonably addresses the matter presented at-hearing. The decision of the arbitrator shall be final and binding upon all parties.

- D. The selection of the arbitrator and the conduct of the hearing will be in accordance with the rules of AAA.
- E. The arbitrator shall be bound by the language of the contract and is prohibited from legislating or otherwise rendering a decision that adds to the language of the contract. Further, the arbitrator shall confine his/her decision to the issue submitted by the parties, or, in absence of a mutually agreed upon issue, by one fashioned by the arbitrator that most reasonably addresses the matter presented at a hearing.
- F. The decision of the arbitrator shall be binding on all parties concerned.
- G. The expenses of the arbitrator shall be equally shared between the Union and the City.

## **ARTICLE XXII**

### **DISCIPLINE AND DISCHARGE**

#### **SECTION 1. SELECTION AND WAIVER**

This provision applies solely to permanently appointed employees. Further, this provision is the sole forum for permanently appointed employees to avail themselves in disciplinary matters and waive their rights to use the procedures prescribed In Section 75 and Section 76 of the New York State Civil Service Law.

#### **SECTION 2 STANDARD OF DISCIPLINE**

The standard of discipline and discharge shall be, “Just Cause”.

#### **SECTION 3. SCOPE OF REVIEW**

No removal or disciplinary proceeding shall be commenced more than eighteen (18) months after the occurrence of the alleged acts) complained of and described in the charge(s) provided, however, such limitation shall not apply where the act(s) described in the charge(s) would, if proven in a court of appropriate Jurisdiction, constitute a crime.

In the event the City Manager, or his/her designee determines to impose disciplinary action upon an employee, notice of such disciplinary action and the penalty sought shall be served upon said employee by certified mail return receipt requested or by hand delivery to the employee. The notice shall also include the charge(s) and specification(s) of each alleged act subject to discipline. The Union shall, within twenty-four hours (24 his.), also receive a copy of the notice served upon the employee.



**SECTION 4. PROCEDURES FOR APPEAL**

In the event the employee does object to the disciplinary action, his/her must file within ten (10) working days (ex: Saturday and Sunday and observed holidays) of receipt of the notice of discipline, a written declaration, by certified mail, return receipt requested, upon the City Manager or his/her designee In his absence, and notice of intent to challenge a disciplinary action.

If an employee thereafter falls to file a demand for arbitration with AAA within ten (10) working day time frame or, agrees to resolve the discipline, the City under those conditions may thereafter impose the penalty sought upon the employee or, as may be agreed by and between the employee and City if the discipline is resolved mutually.

Nothing shall prohibit an informal meeting between the employee, his representative, if any and the City Manager or his/her representative, if any, to resolve the discipline. The meeting and oral or written settlement offer are inadmissible in the arbitration proceeding should said meeting fail to resolve the discipline. The meeting does not waive the ten (10) working day time line set forth in above.

**SECTION 5. STANDARD OF SUSPENSION**

An employee who Is suspended will be suspended without pay until the determination of the discipline is received by the respective parties.

**SECTION 6. RIGHT TO REPRESENTATION**

The employee shall have the right to Union representation at all stages of the disciplinary proceeding once the notice of discipline has been received.

**ARTICLE XXIII**

**LABOR MANAGEMENT**

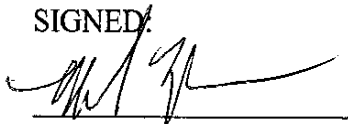
**Section 1. JOINT LABOR MANAGEMENT COMMITTEE**

- A. There shall be a four-member joint Labor Management Committee which shall meet at least quarterly, or as needed at the discretion of either party, to discuss with a purpose of voluntarily resolving all problems affecting the relationship of the parties. The Director of Public Safety of the City of Corning and the President of the Union shall each appoint in writing with notice to the other two members of the committee, and each may appoint himself. The members so appointed shall continue to serve at the pleasure of the appointing officer.

- B. In addition to other matters appropriately before it, the Committee shall discuss and review the Fire Department Book of Rules to update the same by revising or expanding it to cover current conditions. Subject to the terms of this Agreement, the City shall retain the unilateral right of issue rules and regulations notwithstanding a failure of Labor-Management Committee to agree on specific items.
- C. The joint Labor Management Committee shall not be used as a substitute for the grievance procedure.

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 providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

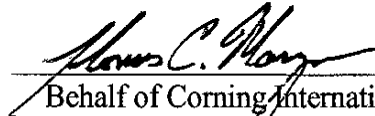
SIGNED:



\_\_\_\_\_  
Behalf of City of Corning

2/24/12

Date:



\_\_\_\_\_  
Behalf of Corning International  
Association of Firefighters, Local 932

Date:

2/25/2012

# APPENDIX I

		OT	Credit	Str.	Sick	Hol.	Per.	Hrs.	Kelly
Firefighter Name	1		0						
	2		0						
Rate	3		0						
\$0.00	4		0						
	5		0						
	6		0						
	7		0						
	8		0						
Month	9		0						
	10		0						
	11		0						
	12		0						
	13		0						
	14		0						
	15		0						
	16		0						
	17		0						
	18		0						
	19		0						
	20		0						
	21		0						
	22		0						
	23		0						
	24		0						
	25		0						
	26		0						
	27		0						
	28		0						
	29		0						
	30		0						
	31		0						
<b>TOTALS</b>		0.00	0	0	0	0	0	0	0

Hours	
Previous Balance	0
Overtime Total Earned	0.00
T.O. Hrs. Used	0
Balance Forward	0.00
<b>Hours Paid</b>	<b>0</b>

Kelly Time	
Previous Balance	0
Earned This Month	0
Kelly Time Used	0
Balance Forward	0

Sick Days	
Previous Balance	0
Used This Month	0
Days Cashed	
Balance Forward	0

Holidays	
Previous Balance	0
Used This Month	0
Balance Forward	0

Personal Days	
Previous Balance	0
Used This Month	0
Balance Forward	0

Hours Cashed	
Hours Cashed	Cash Value
	\$0.00
Date cashed	

**Comments**

**APPENDIX II**

**Kelly Time Request Form**

I, \_\_\_\_\_ (Print Name) hereby request that my scheduled Kelly day for  
the month of \_\_\_\_\_ be assigned to the \_\_\_\_\_ day/night shift  
of \_\_\_\_\_ (Date)

Signed \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX III

**REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE**

1 . I , \_\_\_\_\_ hereby request to decline and waive health insurance coverage provided by the City for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of the City health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: \_\_\_\_\_

Coverage provided through or by: \_\_\_\_\_

Subscriber Number: \_\_\_\_\_

Attached to this form is a copy of the identification card for this health insurance plan.

- 2 . In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for City provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the "Request to Resume Health Insurance Coverage" to re-establish City provided health insurance, and that the effective date for resumption is subject to and conditioned on the requirements of the health insurance plan, or as provided for by law (example a life altering qualifying event')\_ I hereby acknowledge that I have advised by the City as to the health insurance plan's present requirements for resumption, and I understand that those requirements may be changed at any time by the health insurance plan provider.
- 3 . I understand and agree that I will be compensated by the City for my waiver of health insurance coverage in accordance with the applicable terms of this Agreement.
- 4 . I understand and agree that my waiver of health insurance coverage shall remain in effect unless I apply on the appropriate form to discontinue the waiver. I understand and agree that the waiver shall continue until I complete and file with the City the necessary form to re-establish health Insurance coverage in accordance with the requirements of the City's health insurance plan. The effective date of re-establishment shall be as provided by the City's health insurance plan, or as provided for by law. Upon resumption of my health insurance coverage, the compensation I have received in connection with the waiver shall cease.

Employee Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

City Agent: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX IV**

**REQUEST to RESUME HEALTH INSURANCE COVERAGE**

1. I, \_\_\_\_\_, hereby request to re-establish City provided health insurance coverage now in effect for unit members. I have attached a completed New York State Health Insurance Transaction form which is required by the health insurance provider.
  
2. I understand and agree that the effective date for resumption is subject to and conditioned on the requirements of the City health Insurance provider, or as provided by law.
  
3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated.

**Employee Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Accepted For the City:**

**City Agent:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**APPENDIX V**

**GRIEVANCE FORM**

Name(s) of grievant(s): \_\_\_\_\_

\_\_\_\_\_

Date of alleged occurrence giving rise to grievance: \_\_\_\_\_

Time and/or location where alleged act(s) occurred: \_\_\_\_\_ Specific contractual article(s) alleged to have been violated:

Briefly describe the alleged act(s) giving rise to the grievance (*Use additional sheets if necessary*):\_

Remedy requested: \_\_\_\_\_

\_\_\_\_\_

Grievant(s)' Signature(s): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX VI

<u>NAME</u>	<u>DATE HIRED</u>	<u>DATE APPOINTED</u>
FARRELL, DONALD	09-27-85	01-01-89
PATTERSON, DEAN		12-31-90
BUMP, SCOTT		06-29-92
VANDELINDER, PAUL		02-28-94
DATES, THEODORE		02-28-94
NEHRING, BRYAN		07-18-97
MILLER, DOUGLAS		08-05-97
GROSS, JEFF		09/30/98
WATKINS, ERIC		09/30/98
MARGESON, THOMAS		09/30/98
MAYER, FRANCIS III		01/04/99
LEONBERGER, SHANE		03/13/2000
DAVIES, BRAD		04/30/2000
GURNSEY, MARK		03/12/2001
PHELPS, STEVE		03/19/2001
CADY, JEREMEY		06/09/2008
BURRELL, RYAN		09/12/2011



Appendix to Tentative agreement

Between

City of Corning

And

Corning International Association of Firefighters Local 932

**IT IS HEREBY AGREED BY and BETWEEN** the City of Corning, County of Steuben ("City") and the Corning IAFF, Local 932 ("Union") to the following:

**WHEREAS**, the City and Union have entered into a tentative agreement

**WHEREAS**, the schedule outlined in in the agreement calls for a schedule of 42 hours a week and **WHEREAS**, the City assigns "Kelly Time" to reduce that average to 40 hours per week, the parties agree to the following;

"Kelly Time" is defined as a time that is assigned off by management to reduce the work schedule to 40 hours per week as stated in the collective bargaining agreement.

- 1). Kelly time will be assigned by the Fire Chief or his designee on a regular basis and scheduled as such.
- 2). A member of the Union shall be allowed to request an assigned Kelly day off, the Fire Chief shall assign the Kelly day as long as the following occur:
  - a). The time off requested would not interfere with the operations of the Fire Department
  - b). The member shall fill out the provided "Kelly Time Request Form" and submit that to the Fire Chief or his designee on or before the 15<sup>th</sup> day of the Month proceeding the Month in which the time is requested. These requests may be made far in advance, but shall not supersede any other time off requests (i.e. Vacation, Holiday or TO).
  - c). The employee has not had his yearly allotment of Kelly Time already assigned

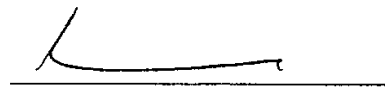
Additionally the City Fire Chief or his designee shall track the Kelly time and shall give each employee a report monthly on the balance of Kelly time that needs to be assigned, if any for the year. The assigned balance may become a negative number up to 84 hours. The year shall coincide with the Vacation schedule usually June 1, to May 31 the following year. Every effort will be made to assign the Kelly time as requested and no Kelly time will be changed within a month after the schedule has been posted on the 1<sup>st</sup> of the month.

 1/8/12

John M. Tighe, Fire Chief

Date

City Of Corning Fire Department

 1/8/2012

Theodore Dates, President

Date

International Association of Firefighters Local 932