

COLLECTIVE BARGAINING AGREEMENT

by and between the

CITY OF ELMIRA

and the

**ELMIRA PROFESSIONAL
FIREFIGHTERS
ASSOCIATION**

LOCAL 709

January 1, 2018 – December 31, 2021

TABLE OF CONTENTS
ARTICLES

1	ORGANIZATION DESIGNATION	PAGE 1
2	ASSOCIATION RECOGNITION	PAGE 1
3	NO STRIKE PROVISION	PAGE 1
4	EFFECTIVE DATE OF AGREEMENT	PAGE 1
5	FUTURE NEGOTIATIONS	PAGE 2
6	AMENDMENT	PAGE 2
7	ENTRANCE REQUIREMENT	PAGE 2
8	CIVIL SERVICE PROCEDURE	PAGE 2
9	TRANSFER SENIORITY	PAGE 2
10	SENIORITY	PAGE 3,4
11	DUES AND AGENCY SHOP FEE CHECK-OFF	PAGE 4,5
12	RATES OF PAY	PAGE 5
13	HOLIDAYS	PAGE 6
14	LONGEVITY INCREMENTS	PAGE 7
15	25-YEAR RETIREMENT PROGRAM	PAGE 7
15A	20-YEAR RETIREMENT PROGRAM	PAGE 7,8
15B	384-E RETIREMENT PROGRAM	PAGE 8
16	NEW YORK STATE RETIREMENT BENEFITS	PAGE 8
17	OVERTIME AND RECALL PAY	PAGE 8

18	ACCIDENTAL DEATH BENEFIT	PAGE 8
19	PAYMENT FOR UNUSED VACATION	PAGE 9
20	TERMINAL LEAVE	PAGE 9
21	SICK LEAVE	PAGE 10
22	VACATION	PAGE 10
23	ADDITIONAL LEAVE OF ABSENCE	PAGE 10-11
24	RELEASE TIME	PAGE 11
25	HOURS OF WORK	PAGE 11,12
26	WORK SCHEDULES	PAGE 12
27	OUT OF TITLE WORK	PAGE 12
28	FILLING OF VACANCIES	PAGE 12
29	CLOTHING ALLOWANCE	PAGE 13,14
30	RESIDENCY REQUIREMENTS	PAGE 14
31	GRIEVANCE AND ARBITRATION PROCEDURES	PAGE 14-15
32	AGENCY SHOP	PAGE 15,16
33	NO DISCRIMINATION	PAGE 16
34	HEALTH AND SAFETY COMMITTEE	PAGE 16
35	HEALTH INSURANCE	PAGE 17-20
36	HEALTH INSURANCE BENEFIT FOR RETIREES	PAGE 20,21,22
37	PERSONAL LEAVE	PAGE 22
38	SAVING CLAUSE	PAGE 22
39	OMNIBUS CLAUSE	PAGE 22

40	CONSIDERATION	PAGE 22
41	MANAGEMENT RIGHTS	PAGE 23
42	TAYLOR LAW REQUIREMENT	PAGE 23
43	DISCIPLINARY PROCEDURES	PAGE 23-24
44	LABOR-MANAGEMENT COMMITTEE	PAGE 24
45	PROCEDURE FOR ADMINISTRATION OF SECTION 207-A	PAGE 24-27
46	PHYSICAL FITNESS POLICY	PAGE 27
47	MINIMUM MANNING CLAUSE FOR SAFETY	PAGE 28
48	AGREEMENT	PAGE 28

ANNEX A	OFFICIAL SALARY SCHEDULES	PAGE 29-32
ANNEX B	ACCIDENTAL DEATH BENEFIT	PAGE 33.34
ANNEX C	WORK SCHEDULES	PAGE 35-38
ANNEX D	GRIEVANCE PROCEDURE: ORDINANCE 84-188	PAGE 39-41
ANNEX E	SCHEDULE OF BENEFITS: MEDICAL, PRESCRIPTION, VISION, DENTAL	PAGE 42 S.O.B. INSERTS
ANNEX F	2003-386 EARLY RETIREMENT INCENTIVE	PAGE 43-47
ANNEX G	NYS COMPTROLLER LETTER FOR 375-I RETIREMENT PROGRAM OPTION	PAGE 48,49
ANNEX H-1	M.O.U.1/12/16 COVERED RETIREES HEALTH INSURANCE	PAGE 50-54
H-2	M.O.U.2/19/16 COVERED RETIREES HEALTH INSURANCE DISPUTE RESOLUTION PROCESS	PAGE 55,56

(1)

AGREEMENT

This agreement is made by and between the City of Elmira, New York (hereinafter referred to as the "CITY") and Local 709, ELMIRA PROFESSIONAL FIREFIGHTERS' ASSOCIATION, AFL-CIO, I.A.F.F. (hereinafter referred to as the "ASSOCIATION").

ARTICLE 1 ORGANIZATION DESIGNATION

1.1 The name of this organization shall be known as the Elmira Professional Firefighters' Association, AFL-CIO, I.A.F.F., and all future reference to this organization shall be as the Elmira Professional Firefighters' Association or Association.

ARTICLE 2 ASSOCIATION RECOGNITION

2.1 The Elmira Professional Firefighters' Association shall be the exclusive representative of all employees within the job classifications set forth in **Annex A** of this Agreement, hereinafter referred to as "members" of the bargaining unit or, individual, as a "member" of the bargaining unit.

ARTICLE 3 NO STRIKE PROVISION

3.1 Pursuant to Section 207(3) of the Civil Service Law the Elmira Professional Firefighters' Association hereby affirms that it does 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 4 EFFECTIVE DATE OF AGREEMENT

4.1 This Collective Bargaining Agreement shall take effect January 1, 2018 and shall remain in effect through December 31, 2021. It shall remain in effect from year to year thereafter in accordance with Article 14 of the New York State Civil Service Law (the Public Employees Fair Employment Act).

(2)

ARTICLE 5 FUTURE NEGOTIATIONS

5.1 The parties hereto agree to commence negotiations for the contract year 2022, and either party must give notice to the other in writing not earlier than June 15th 2021 or no later than the business day closest to July 15th, 2021, of its intention to commence negotiations. Until such time as final agreement is reached between the parties for the Agreement, which commences January 1, 2018 the provisions of this Agreement, as amended, shall remain in full force and effect, except for any Article, which expires by its terms.

6 AMENDMENT

6.1 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing and signed by the parties hereto.

7 ENTRANCE REQUIREMENT

7.1 On or after January 1, 1988 persons seeking employment with the Elmira Fire Department in the competitive civil service class must furnish proof they have attained a standard accredited four-year high school diploma or an equivalent degree approved by the Regional Civil Service Commission.

8 CIVIL SERVICE PROCEDURE

8.1 The City agrees that only one eligibility list will be on file at any time for original appointment or promotion.

8.2 The City agrees to petition the New York State Civil Service Commission to hold promotional examinations for Fire Lieutenant, Fire Captain, Fire Marshal, and Deputy Fire Chief every two years.

8.3 In no event shall an existing promotional list have duration of more than two years.

9 TRANSFER SENIORITY

9.1 Any member as represented by this Association, who transfers to the Fire Department from another branch of City service, and whose service is continuous and uninterrupted shall have such service credited to him/her for the purpose of computing vacation allowance and longevity increments.

(3)

10 SENIORITY

10.1 The City shall establish a seniority list and it shall be brought up to date as of January 1st of each year and immediately posted thereafter on the Central Fire Station and all substation bulletin boards. The City and the Association will have thirty days in which to make any corrections or changes in said list and signify their approval thereof. The City agrees to furnish the secretary of the Association with a copy of the seniority list.

10.2 Seniority shall be by classification as follows:

- (a) Privates according to the day of appointment;
- (b) Officers according to the day of permanent promotion in rank.

10.3 On November 1st of each year, the Chief will post a notice on all bulletin boards identifying all permanent vacancies. Any member desiring a transfer must notify the Chief's office by November 15th, indicating which vacancy he/she desires.

The Chief will fill the vacancies by seniority giving preference to the most senior member. If any vacancies exist which cannot be filled in this manner, the Chief may fill these vacancies with a temporary transfer of the least senior member from the shift with the most manpower.

The Chief of the department may deny any transfer if there is a valid reason for the denial. The reason for denial will be given to the member, in writing, if requested.

When a vacancy exists in the Fire Prevention Bureau, the Chief will post a notice on all bulletin boards for fifteen days. Members interested in the position must notify the Chief's office during this time. The final decision on filling of this vacancy and transfers shall be decided by the department's Chief resulting from evaluation of pertinent factors of any member of the department.

In cases involving transfers, it may be necessary to reschedule the member's vacation. If this becomes necessary, the Chief will work with the member and attempt to reschedule the vacation at a time acceptable to the member; however, maintaining an acceptable level of Firefighters on duty at any one time shall have priority.

10.4 An employee's length of service shall not be reduced by time lost due to sick or injury leave, or authorized leave of absence.

(4)

10.5 In the event that two or more employees report to duty in the same classification at the same time, their seniority shall be determined on the basis of the order that their names appear on the eligibility list from which their appointment to such classification is made with the employee standing higher on such eligibility list having the higher seniority.

11 DUES AND AGENCY SHOP FEE CHECK-OFF

11.1 Subject to Section 210(3) of the Civil Service Law, the City agrees to make a biweekly payroll deduction of Association dues for any member of the bargaining unit, upon receipt by the City Chamberlain (hereinafter referred to as the "Chamberlain") of a signed authorization for such deduction from the member, and to thereafter transmit said deductions to the Treasurer of the Association, together with a record of the names of the members for whom said deductions were made, and the amount of deduction for each member.

The City shall begin the deduction described herein with the first payroll period following receipt by the Chamberlain of a member's signed authorization.

Any member may cancel a dues deduction authorization by submitting a signed cancellation to the Chamberlain at least thirty days prior to the effective date of cancellation. The City agrees to notify the Association of the receipt of any such cancellation.

11.2 Subject to Section 210(3) of the Civil Service Law, the City agrees to make a biweekly payroll deduction of the "agency shop fee," in accordance with Article 32 of this Agreement, and to thereafter transmit said deductions to the Treasurer of the Association, together with a record of the names of the members for whom the deductions were made, and the amount of deduction for each member.

The City shall begin the deduction described herein with the first payroll period following receipt by the Chamberlain of a notice from the President of the Association that a member has resigned or has been removed from membership in the Association or has failed to make application for membership in the Association within the time period described in Article 32 of this Agreement.

11.3 If the amount of Association dues is changed during the term of this Agreement, the Association shall notify the Chamberlain in writing, and the City agrees, upon such notification, to make deductions of the new amount, as described in subparagraphs 1 and 2 hereinabove.

The City shall begin the deduction of the new amount described herein with the second payroll period following receipt by the Chamberlain of the Association's notice.

11.4 The Association agrees to refund any amount of the Association dues, or agency shop fees, paid to it by the City in error, upon presentation of proper evidence of such error.

(5)

11.5 The Association shall indemnify the City, and hold the City harmless, against any and all liability, which may arise by virtue of actions which the Association, has requested the City to take, or not to take in connection with the payroll deduction of Association dues.

12 RATES OF PAY

12.1 The Official Salary Schedule for all members as represented by this Association shall be effective January 1st of each year and shall read as shown in **Annex "A"** of this document in which there is a zero percent (0%) salary increase on January 1, 2018, a two percent (2%) salary increase on January 1, 2019, a two percent (2%) salary increase on January 1, 2020, and a two percent salary (2%) increase on January 1, 2021. Wages shall be calculated based on a twenty-six-week period.

12.2 All employees as represented by this Association shall be entitled to any salary and wage increases granted to this Association by the City.

12.3 All members of this Association hired before January 1, 2014 shall move from the minimum step in the pay range to the maximum step in annual increments. Such employees shall receive any yearly increments due them on the first of January of said year.

Employees hired on or after January 1, 2014 will remain at the new hire rate until completion of three years of continuous service, when such employee will receive the rate for "Firefighter 1st Class after 1-1-14". The employee will remain at the rate for "Firefighter 1st Class after 1-1-14" , until completion of seven years of continuous service, when such employee will receive the rate for Firefighter at eight years and will thereafter progress as normal on the pay schedule (e.g. 10 year, 12 year, 20 year, 25 year).

13 HOLIDAYS

13.1 Each member of the Association shall be paid for twelve and one-half (12 ½) holidays per year except as provided elsewhere herein; such holidays shall be designated as follows:

- | | |
|-------------------------------|---------------------------------------|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Martin Luther King Jr. Day | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Floating Holiday |
| 4. Memorial Day | 11. ½ Day – December 24 th |
| 5. Independence Day | 12. Christmas Day |
| 6. Labor Day | 13. Member's Birthday |
| 7. Columbus Day | |

(6)

13.2 Except as set forth in Paragraph 7, each member of the Association may elect to receive pay in lieu of taking holidays.

13.3 No member of the Association shall be disqualified from or denied any holiday if, at the time of the occurrence of such holiday, such member was off duty as a result of a regular day off, regular vacation, or sickness, except as set forth in paragraph 7.

13.4 The rate of pay for the purpose of holiday pay shall be calculated at the rate of 1/10th of the bi-weekly salary for each holiday.

13.5 Effective January 1, 2011, the holiday pay shall be paid quarterly on the first payday in the months of March, June, September, and December, in a separate check and shall be calculated at the pay step and bracket of each member at the time of payment.

13.6 Time off shall be allowed to any member of the Association who so elects such time off in lieu of holiday pay and qualification for such time off shall be defined by the criteria set forth in Items 2 and 3 of this Article. Days off for holidays will be scheduled by the Chief of the Department. Elections of the option to accept holiday pay or time off shall be made by qualifying employees prior to January 1st of each year. For the purpose of this section, for Firefighters on the twenty-four-hour work schedule, 12 ½ holidays equal 6 ¼ twenty-four-hour workdays. For all others, 12 ½ holidays equal 12 ½ workdays.

13.7 An employee sick or disabled shall qualify for holiday pay even though not actively working. For the purpose of this section, for firefighters on the twenty-four-hour work schedule, an employee shall qualify for holiday pay for those holidays falling within thirty workdays plus one additional workday for each year of service commencing at the time of illness or injury. For all others, employees shall qualify for holiday pay for those holidays falling within sixty workdays plus two workdays for each year of service, commencing at the time of illness or injury.

13.8 Members of the Association shall, during their first year of membership with the Department, be entitled to only those holidays which occurred after their employment with the City, and qualification for such holidays shall be defined by the criteria set forth in Items 2 and 3 of this Article.

13.9 Veterans' Day and Memorial Day: Any member of the Fire Department entitled to time off for Veterans' Day or Memorial Day, under the provisions of Section 63 of the Public Officers Law, may elect to forego such benefits and elect in lieu thereof to receive payment.

(7)

14 LONGEVITY INCREMENTS

14.1 Each Firefighter represented by this Association shall receive a longevity step at the eight, ten, twelve, twenty, and twenty-five-year level of service. Such longevity steps to be commensurate with his/her pay grade as represented in **Annex A** of this Agreement.

14.2 Each Fire Lieutenant shall receive a longevity step at the ten, fifteen, and twenty-year level of service. Such longevity steps shall be commensurate with his/her pay grade as represented in **Annex A** of this Agreement.

14.3 Each Fire Captain, Fire Marshal, and Deputy Fire Chief shall receive a longevity step at the fifteen, seventeen, and twenty-year level of service. Such longevity steps to be commensurate with his/her pay grade as represented in **Annex A** of this Agreement. Members of this Association who are eligible for any longevity steps during the term of this Agreement shall receive said longevity step on the first of January of said year in which they attain such anniversary.

15 TWENTY-FIVE YEAR RETIREMENT PROGRAM

All members of the New York State Retirement Program, who are represented by this Association, shall be allowed the privilege of participating in the 1/60th additional retirement allowance for each year of additional service over 25 years. Effective date for the provisions of this paragraph to be January 1, 1968 (Section 384-f, g, h).

The provisions of this Article shall be administered according to Section 384 of the New York State Local Police and Fire Retirement System.

15A TWENTY YEAR RETIREMENT PROGRAM

In addition to each member of IAFF Local 709 having the right to elect to retire under NYS Retirement Law section 384(d), the parties agree that effective the date of ratification of this Agreement, the City of Elmira shall fully, solely and timely fund, both retrospectively and prospectively, and make available, an additional enhancement option for retirement for the members of Local 709 provided by Chapter 674 of the Laws of 2003. This additional option includes the provision set forth in NYS Retirement Law 375-i. The City shall formerly notify the President of Local 709 of the City's compliance with this paragraph by advising in writing of the payment option they select with the State Retirement Fund for Firefighters and further notify the Local President each time a payment is made in furtherance of the City's obligations in this paragraph and also specify the amount tendered to the State Retirement Fund.

(8)

The parties acknowledge and agree that this 2014 amendment to the CBA is also reflected in the City of Elmira's commitment letter dated March 25, 2014, which is incorporated herein by this reference, and attached hereto.

15B 384-E RETIREMENT BENEFITS

15B.1 Effective September 19, 2019, The City notified Local 709 that The City has completed all necessary steps to ensure that all members of this Association may retire under the New York State Retirement System option / program known as 384-E.

16 NEW YORK STATE RETIREMENT BENEFITS

16.1 The City agrees to enact the necessary legislation to allow all members of the New York State Retirement System, who are represented by this Association, the privilege of participating in the following retirement benefits: (a) Ordinary Death Benefit.

17 OVERTIME AND RECALL PAY

17.1 Any member of this Association who, at the direction of competent authority is held over at the end of his/her normal tour of duty shall be compensated for time worked at the overtime rate which is applicable to the respective classification in which the member is then employed, as set forth in the Official Salary Schedule. Such overtime compensation shall not be paid for situations in which the member is held over as the direct result of his/her replacement's tardiness for a scheduled tour of duty.

17.2 If any member is recalled from off duty by competent authority, he/she shall be compensated for all hours actually worked or a minimum of two hours (whichever is greater) at the overtime rate which is applicable to the respective classification in which the member is then employed, as set forth in Annex A, Official Salary Schedule.

17.3 All payments provided for in this paragraph shall be in accordance with existing statutes, rulings, and opinions of the State of New York and its Departments and Agencies.

17.4 Compensation for overtime/recall time worked shall be paid bi-weekly in the following pay period.

18 ACCIDENTAL DEATH BENEFIT

18.1 The Accidental Death Benefit Ordinance as amended by the New York State Legislature shall continue in full force and effect.

(9)

18.2 The Provisions of this paragraph shall be administered in accordance with the Council Resolution adopted April 11, 1966 and is **Annex B** of this document.

19 PAYMENT FOR UNUSED VACATION

19.1 Any member of this Association whose employment is voluntarily terminated shall receive the monetary value of accumulated and unused vacation time, or time allowance granted in lieu of overtime compensation standing to the credit of said employee or officer at the time of his separation from service.

19.2 Such compensation will be paid to the legatee or distribute of said officer or employee who dies in service.

19.3 Effective January 1, 2011 payment for unused vacation shall be determined by multiplying the employee's hourly rate of pay at the time of separation by 12 with product then multiplied by the number of unused days (full or partial) accrued to obtain the total amount of compensation owed.

20 TERMINAL LEAVE

20.1 Each member of this Association upon ordinary service or disability retirement shall, in addition to all other benefits to which he/she is entitled, receive terminal leave pay. Each member can earn twelve (12) terminal leave days per year. Each member may accumulate up to a maximum total of two hundred fifty (250) terminal leave days. A member's terminal leave pay shall be sixty percent (60%) of his/her unused accumulated terminal leave days. The maximum number of terminal leave days each member can use for his/her terminal leave payout, is two hundred (200) days.

20.2 In the event of the death of the member of this Association, his or her lawful heir shall receive the same benefits provided in paragraph one of this section.

20.3 Payment shall be in a lump sum and calculated at the rate of 1/10th of the biweekly salary for each day. A Local Union retiree or his/her lawful heir shall be paid his/her entire Terminal Leave Accumulation benefit no later than the City's second pay day period following the effective date of retirement, or the death of the said Local Union retiree.

20.4 Sick leave days actually used in excess of 12 days per year will be deducted from the terminal leave day accumulation. Members of the bargaining unit working a 24-hour schedule

(10)

20.4 (continued) will have 2 terminal leave days deducted from their accumulation for each 24-hour sick period used, and 1 terminal leave day deducted for each 12-hour sick period used. All other members of the bargaining unit shall have 1 terminal leave day deducted from their accumulation for each sick day used.

21 SICK LEAVE

21.1 When any member of this Association working a 24-hour work schedule is absent from duty on account of sickness, full pay for lost time shall be granted at the rate of thirty working days per year, plus one additional working day per year for each year of continuous service with the City of Elmira. All others will accrue sick leave at the rate of sixty working days per year plus two additional working days per year of continuous service with the City of Elmira.

21.2 A sick leave day, by definition, shall be the same as the workday from which the person was absent due to illness. For the purpose of this Article, a workday is defined in Article 25.

21.3 For the purpose of this Article, a sick leave day shall mean one workday irrespective of any future change in the length of a workday.

22 VACATION

22.1 Full pay shall be granted to all members of this Association during their annual period of vacation. Beginning in the year 2003, for the purpose of this Article, for those working a 24-hour schedule, twenty-one days is the equivalent of seven and one-half tours of duty as defined in Article 25. For all others, twenty-one working days are twenty-one tours of duty. A tour of duty is defined in Article 25(1).

22.2 No member of this Association shall be considered to be on vacation leave, if at the time that such vacation leave is scheduled to take place, or if at the time the member is actually on vacation, at the same time he/she is either hospitalized as an inpatient or on-duty incurred injury leave, which the Department Chief's discretion, precludes his/her taking vacation.

22.3 Vacation time accrues as of the date of employment but does not vest until one year of service has been completed.

23 ADDITIONAL LEAVE OF ABSENCE

23.1 For those working a 24-hour work schedule, a leave of absence not to exceed one working day with full pay shall be granted for the death of a brother-in-law, sister-in-law, grandparents,

(11)

23.1(continued) nephews, nieces, aunts and uncles, father, mother, sister, brother, wife or husband, child, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, foster or stepparent. For all others, a leave of absence not to exceed one working day with full pay shall be granted for the death of a brother-in-law, sister-in-law, grandparents, nephews, nieces, aunts and uncles, and three days leave of absence with full pay in the event of death of the employee's father, mother, sister, brother, wife or husband, child, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, foster or stepparent.

23.2 This additional leave of absence under this section is in addition to any annual vacation, holidays, and sick leave.

24 RELEASE TIME

24.1 An up-to-date list of the names of all Stewards of the Elmira Professional Firefighters' Association shall be kept on file with the Chief of the Fire Department. There shall be a limit of nine stewards; two on each shift and one on the day crew. Each Steward and union official will be allowed to use up to one hour each day to perform his/her duties with regard to the Elmira Professional Firefighters' Association. This time will be limited to legitimate union business and to the Steward's normal working hours.

24.2 The City will grant release time with pay to officers and delegates designated by the Association for union business. This time shall be limited to a maximum of three members at any one time, and to the specific purpose for which the time was granted. In no event will released time with pay exceed five calendar days for any single purpose.

24.3 The City shall grant release time with pay to officers and delegates designated by the Association for the purposes of attending the New York State Firefighters' Convention and the International Association of Firefighters' Convention. This time shall be limited to a maximum of two members at any one time and to the period of the Convention, plus reasonable travel time., if such is needed.

25 HOURS OF WORK

25.1 The basic workday of a member of the firefighting force as covered by this Agreement shall be consistent with the work schedule, **Annex C**.

- A. The basic workday for Firefighters working a 24-hour work schedule shall be:
7:15 am to 7:15 am the next calendar day.
- B. The basic workday for all others shall be:
8:00 am to 6:00 pm.

(12)

25.2 Nothing set forth in this or any other Article shall serve to diminish any right or benefit accruing to members of the bargaining unit under the existing collective bargaining agreement. The parties have sought by this amendment to realign the language of the various articles to accommodate the change in circumstances created by the adoption of a 24-hour work schedule. To the extent that the realignment results in unintended or unforeseen consequences, the parties deem it important to signify their shared intention that the realignment is not intended to diminish the rights or benefits currently enjoyed by members of the bargaining unit.

26 WORK SCHEDULES

26.1 The official work schedule for this Association, for the duration of this Agreement, provides for a four-year rotation of the work schedule, which is contained in **Annex C** of this Agreement.

27 OUT OF TITLE WORK

27.1 When a member of this Association assumes the responsibility of a higher rank than his/her regular rank, he/she shall be appointed to the higher rank subject to and under the criteria of the Civil Service Law, and he/she shall be compensated for working in that position for the time worked, which shall reflect the difference between his/her regular salary and the salary of the particular grade of responsibility which he/she is assuming pursuant to his/her appointment.

For a firefighter serving in the out-of-title position of Lieutenant: calculate the average hourly pay for the 10-year, 12-year, 20-year, and 25-year firefighter and then subtract the base Lieutenant pay. **This process will allow the pay to be consistent with the other out-of-title calculations.** Effective 8/19/19, when a member is requested to perform the job of a Fire Investigator, they will be compensated at a pay amount one step above their rank. The member will be compensated for all time worked at the hourly Out of Title rate in accordance with Annex A, Official Salary Schedules.

27.2 Compensation for out of title work shall commence on the first workday of the out of title assignment.

28 FILLING OF VACANCIES

28.1 When a vacancy occurs in a competitive class of the Fire Department and a Civil Service eligibility list is in existence for the particular grade in which the vacancy exists, it shall be filled immediately. In the event a vacancy is not to be filled immediately, the Association will be notified, stating the reason therefore.

29 CLOTHING ALLOWANCE

29.1 Upon appointment to the Fire Department, the employee will be furnished the following items by the City of Elmira:

(a) At the time of appointment:

1. Three (3) pair of Blauer Model #8821 Four-Pocket Trousers.
2. Three (3) Blauer Short Sleeve Shirts Model #8713 or Blauer Long Sleeve Shirts Model #8703.
3. One (1) Cairns 1044 Helmet, black or white, to include Bourke eye shields, ESS inner zone 2 goggles with goggle sleeve and six-inch front #FP19/30P.
- 4a. One (1) Globe 7 oz. Black Advance GX-7 Jacket to include Aralite quilt thermal liner, RT7100 moisture barrier, NYC lime yellow Scotchlite trim, 3" lime yellow Scotchlite letters row B: ELMIRA, 13P Radin pocket left chest, Survivor flashlight holder right chest, two (2) lime yellow Scotchlite left sleeve and black suede cuffs.
- 4b. One (1) Globe 7 oz. Black Advance GX-7 Trousers to include Aralite quilt thermal liner, RT7100 moisture barrier, 3" lime yellow Scotchlite trim around cuffs, Arashield knees, padded knees, two (2) 3" lime yellow Scotchlite letters lower right leg and black suede cuffs.
5. One (1) pair of Black Diamond Model #9451 Kevlar lined insulated rubber knee boots with lug sole.
6. One (1) pair of Tempo pro fire gloves.
7. One (1) work uniform jacket.

(b) At the time of permanent appointment:

1. One (1) Fecheimer Storm Chief dress overcoat – Lot 3816.
2. One (1) Horace Small Mount Pleasant white dress shirt – Lot #940.
3. One (1) pair of Horace Small dress pants – navy – Lot #226, 55% poly-45% wool.
4. One (1) navy – poly – clip-on tie.

5. One (1) standard firefighter's bell type dress uniform hat.

29.2 Replacement of any of the above items of clothing or equipment will be at the request of the person in need of replacement upon approval by the shift or bureau supervisor. Replacement items shall be either those set forth in Section "1" above or items of equal or greater quality. Replacement will be on the quartermaster system.

29.3 If any issue of diminished quality should arise with the respect to any original issue or replacement item herein above referenced, said issue shall be referred, upon demand by the Association, to binding arbitration under the auspices of and in accordance with the rules of the American Arbitration Association.

29.4 Each member of this Association shall receive a clothing cleaning allowance of Seven Hundred Dollars (\$700.00) annually. The clothing allowance is intended for the cleaning of station work uniforms and the department dress uniform and for no other purpose. The clothing allowance will be paid in a lump sum annually on the first day of June.

30 RESIDENCY REQUIREMENTS

30.1 The present residency requirements allowing members of the Elmira Fire Department the privilege to reside within the limits of Chemung County, shall continue in full force and effect.

31 GRIEVANCE AND ARBITRATION PROCEDURE

In the event of a dispute between the parties of this Agreement, either party shall have the right to resolve the dispute according to the provisions of the Grievance procedure, which is **Annex D** of this document, except that **Annex D** is amended and superseded in the following particulars:

"Grievance shall mean any claimed violation, misinterpretation, or inequitable application of the collective bargaining agreement between the parties; or of the existing laws, rules, procedures, regulations, administrative orders or work rules of the City of Elmira or a department thereof that relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees."

Probationary employees – It is agreed by and between the parties that any employee working in a probationary status may be discharged at the sole discretion of the City and shall not have a right to access the grievance procedure described elsewhere herein. The City agrees not to violate the state or federal civil rights of any probationary employee in exercising its rights under this provision.

(15)

ARBITRATION

- a. If the employee or the Association is dissatisfied with the Third Stage decision, either may submit the grievance to a single person arbitration by filing a demand with the City within fifteen workdays from receipt of the Third Stage decision.

- b. The employee or the Association shall, within the same time period, file a request with the American Arbitration Association requesting a panel for the selection of an arbitrator in accordance with its rules.

- c. The arbitration shall thenceforth be pursued in accordance with the rules of the American Arbitration Association.

- d. The decision of the arbitrator shall be final and binding upon all parties. However, the arbitrator shall not have authority to vary the terms of the collective bargaining agreement between all parties.

- e. All costs related to the arbitration process shall be equally shared by the Association and the City.

32 AGENCY SHOP

32.1 The City shall recognize the form of union security known, in accordance with the Civil Service Law, as the "agency shop."

32.2 Any member of the bargaining unit who is employed as of January 1, 1979 who is not an Association Member, and who does not make application for membership in the Association within thirty days after the execution of this Agreement, and any member who is appointed after January 1, 1979 and during the term of this Agreement, who does not make application for membership in the Association within thirty days after the member's appointment, and any Association Member who, during the term of this Agreement, is removed from membership in the Association, shall, as a condition of employment, have deducted from the member's bi-weekly wage, for payment to the Association by the City, an amount of money to be called the "agency shop fee" equal to the regular Association bi-weekly dues, as a contribution towards the administration this Agreement.

32.3 The Association shall establish and maintain a procedure providing for the refund to any member demanding the return of any part of an agency shop fee which represents the member's pro rate share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

32.4 Nothing herein shall be deemed to require a member to become an Association Member.

33 NO DISCRIMINATION

33.1 The City and the Association agree not to limit employment with the City or membership in the Association and that neither party will discriminate in a manner contrary to law with regard to the application of the terms and conditions of this Agreement.

34 HEALTH AND SAFETY COMMITTEE

34.1 There shall be a Safety Committee during the term of this Agreement. The Safety Committee shall consist of two representatives appointed by the City, and two representatives appointed by the Association.

34.2 The Safety Committee shall meet within forty-eight hours upon call by the City Manager or the President of the Association.

34.3 There shall be no quorum of the Safety Committee unless at least one of the two representatives appointed by the City and at least one of the two representatives appointed by the Association are present at a scheduled Safety Committee meeting.

34.4 A decision of the Safety Committee shall be made by majority vote of an equal number of representatives appointed by the City and representatives appointed by the Association and shall be binding on both Parties. Any Decision of the Safety Committee shall be in writing.

34.5 In the event the Safety Committee reaches a deadlock, the question of safety before the Safety Committee shall be referred to binding arbitration utilizing the services of the American Arbitration Association.

34.6 The Safety Committee, or an arbitrator, shall have jurisdiction over all matters of safety to the members of the bargaining unit, which arise in individual, specific factual situations during the term of this Agreement. Neither the Safety Committee nor an arbitrator shall have jurisdiction to consider general minimal manning requirements and, furthermore, neither the Safety Committee nor an arbitrator shall have jurisdiction to direct the City to hire additional personnel; however, the City agrees not to challenge the jurisdiction of the Safety Committee or an arbitrator on the basis that the City is unable to implement the decision of either by hiring additional personnel.

35 HEALTH INSURANCE

35.1 Eligibility: The City of Elmira will make available a hospital plan, medical plan, prescription drug plan, dental plan, and vision plan to each eligible regular full-time employee and the employee's eligible family.

35.2 Insurance Plan: From January 1, 2018 through December 31, 2019 the health insurance plan for all employees represented by this Association will be the BC/BS PPO 1 Plan. Effective January 1, 2020, the health insurance plan for all employees represented by this Association will be the BC/BS PPO 2. The plans will be amended to include unlimited therapy visits.

The City reserves the right to change carriers, or to self-fund, and/or offer alternative plans in place of the then current plan, but expressly agrees not to diminish existing coverage in either event; (which is contained in the BC/BS Summary of Benefits in Annex E, prepared by Excellus Blue Cross Blue Shield). The health care plans known as BC/BS PPO 1, and BC/BS PPO2 beginning January 1, 2020, with any and all attachments, exhibits, and/or riders or other supplementary provisos shall be what the City offers to its eligible employees and their families, and shall be set out in full in the Excellus BCBS: Excellus Blue PPO_“Summary of Benefits and Coverage” the same as if fully set out herein. The current agreed upon medical insurance plan shall be fully enforceable under the parties' contract remedial provisions, including but not limited to the grievance/arbitration provisions, and a hard copy of said BC/BS PPO Plans and any and all attachments, exhibits, riders, or other supplementary or other provisos shall be made available and furnished to each eligible bargaining unit member.

In the event that the Union believes that the City has violated the provision of this Agreement that prohibits no diminution of the hospital plan, medical plan, prescription drug plan, dental plan, and vision plan coverage that the City promises herein, the parties agree that such dispute shall immediately be referred, in order of their listing, to the named arbitrator below who can conduct the arbitration hearing at the earliest date of availability for all parties. The parties agree to the following named arbitrators:

Dennis Campagna: Timothy Gorman: Judith LaManna: Robert Rabin

All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of the Collective Bargaining Agreement.

The City and the EPFFA shall share the cost of the arbitrator equally.

In no event shall any change(s) and/or modification(s) in the then current plan and its benefits be effectuated until such time as an arbitration award has been issued which permits the City to change the plan and/or its benefits.

(18)

35.3 Prescription Drug Co-pays: Effective January 1, 2018, the PPO 1 drug plan shall obligate the covered employee to a three-tier co-pay of \$15 for tier one, \$30 for tier two, and \$60 for tier three. Effective January 1, 2020 the PPO 2 drug plan shall obligate the covered employee to change to a new three-tier co-pay of \$10 for tier one, \$25 for tier two, and \$55 for tier three.

35.4 Dental: Dental coverage provided is the Preferred Dental Plan offered by Emblem Health.

35.5 Vision: Vision care coverage is currently the CSEA Platinum 12 Vision Plan.

35.6 Employee Contribution: Effective January 1, 2018 through August 19, 2019, each Association member will contribute a total of \$5 per pay period as a contribution toward the overall cost of health insurance benefits. Effective August 20, 2019, each Association member will contribute a total of \$40 per pay period toward the overall cost of health insurance benefits. Effective January 1, 2020, each member will contribute a total of \$60 per pay period toward the overall cost of health insurance benefits. Effective January 1, 2021, each member will contribute a total of \$80 per pay period toward the overall cost of health insurance benefits.

35.7 Prescription Drug Program: In recognition of the parties' joint interest in containing the rising cost of prescription drugs, the following prescription drug program will be established:

a. The City will establish one Pharmacy Benefit Manager for the dispensing of both retail and maintenance mail drugs. The Pharmacy Benefit Manager shall be BC/BS/Express Scripts. The Pharmacy Benefit Manager may be changed upon mutual consent of the parties.

b. Members will be required to use generic drugs whenever such substitution can be made unless the member's physician does not agree to the use of a generic drug for a particular illness. The member's physician will have final say on all dispensed drugs to the member. There will be no additional cost to the member other than the agreed co-pay.

c. In this case where a generic drug is not available, members will be required to use an appropriate replacement drug as listed on the Express Scripts preferred formulary list unless the member's physician does not agree with the drugs on this list. The member's physician will have final say on all dispensed drugs to the member. There will be no additional cost to the member other than the agreed co-pay.

d. New Drugs on the market: The member's physician will have the final decision on whether new drugs on the market will be dispensed to the member and if a new drug is prescribed, the member will comply with paragraphs "b" and "c" herein above to the extent applicable.

(19)

e. Appeals Process: Drugs will be dispensed as prescribed by the doctor. If a generic or formulary drug is available, the Pharmacy Benefit Manager will contact the member's doctor and request the use of a generic or formulary replacement. The final decision will remain with the member's doctor.

f. Employees are required to use the City's Pharmacy Benefit Manager, Express Scripts, for mandatory mail order to dispense all prescription maintenance drugs. For dispensing of mail order prescriptions, the employee is required to pay one copay for mail order prescriptions for each 90-day period at the costs of \$15/\$30/\$60 under PPO 1, and effective January 1, 2020, \$10/\$25/\$55 under PPO 2.

35.8 Buy-Out Option: Employees who decline health insurance coverage will be paid 50% of the value of the appropriate coverage (single or family). Employees who have family coverage who convert to single coverage will be paid 50% of the value of the difference between the two coverages. Payment will be made in a lump sum in December of each year based on the number of months of non-participation.

a. Eligibility: Any member of this association who is eligible for medical insurance coverage made available through the City of Elmira may receive a buy-out in lieu of receiving medical insurance and prescription drug benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of medical insurance coverage and sign an appropriate waiver of medical insurance coverage. (Any unit employee who is hired by the City on or after December 10, 2010 who is married to another employee of the City of Elmira who is eligible for medical insurance, must enroll in a family plan and will not be eligible for this buy-out.). An eligible employee may choose this buy-out option to be effective for the first of any month provided the employee gives such notice as of five business days prior to the first of the month.

b. It is understood that the intent of this benefit is for the employee to opt out of coverage for a full year, but the City will allow employees to re-enroll in coverage with adequate notice. Employees with pre-existing conditions will be allowed to re-enroll in the plan. If employees wish to re-enroll, they must notify the Personnel Department at least 10 days before the first of the following month upon which the coverage will be effective.

c. The City will notify employees of this benefit on an annual basis.

35.9 Flexible Spending Accounts: The City will establish and offer to unit employees a flexible spending account as soon as practicable after execution of the 2010-2011 Agreement.

35.10 Modification of out of pocket out of network expenses: The City shall pay any out of pocket cost associated with any member of the Local 709 utilizing an out of network provider

(20)

above the limits of five hundred dollars (\$500.00) for PPO 1 single plan and one thousand dollars(\$1000.00) for PPO 1 family Plan, and, effective January 1, 2020, above the limits of one thousand dollars (\$1000.00) for PPO 2 single Plan and two thousand dollars (\$2000.00) for PPO 2 family Plan, within a Plan year (i.e. May 1 through the following April 30th). This reimbursement is provided only if the member notifies the City in writing as described herein.

In order for the City to make these payments, the members of the Local 709 must notify the City's Personnel Department in writing within forty-five (45) days after receipt of an explanation of benefits of the out of network provider's cost that is above the limit of five hundred dollars (\$500.00) for single plan PPO 1 and one thousand dollars (\$1000.00) for family plan PPO 1, and effective January 1, 2020, one thousand dollars (\$1000.00) for single plan PPO 2 and two thousand dollars (\$2000.00) for family plan PPO 2.

The members of the Local 709 understand that the City may need to access confidential HIPAA protected medical/personal information when making a payment under this agreement. Each member of the Local 709 understands that in order for the City to make a payment when notified the member will have to also provide the City with a fully executed HIPAA authorization form. This must be included in the notification in writing that is required within forty-five (45) days after receipt of the explanation of benefits.

35.11 Health Reimbursement Account: Local 709 and the City of Elmira agree that the City shall establish a health insurance benefit known as a Health Reimbursement Account (HRA), for each Local 709 member enrolled in the health insurance plan. The amount of the HRA shall be five hundred dollars (\$500) for those on the single coverage plan, and one thousand dollars (\$1000) for those on the family coverage plan under health plan BC/BS PPO 1. Effective January 1, 2020 under health plan BC/BS PPO 2, the City shall establish the health insurance benefit known as the Health Reimbursement Account for each Local 709 member enrolled in the health insurance plan. The amount of the HRA shall be one thousand dollars \$(1000) for those on the single coverage plan, and two thousand dollars (\$2000) for those on the family coverage plan. The Health Reimbursement Account for each member of this Association shall be renewable each year in accordance with section 3 of the MOU between the City and this Association dated October 7, 2015.

36 HEALTH INSURANCE BENEFIT FOR RETIREES

36.1 Eligibility: The City of Elmira shall offer a medical insurance plan, hospital plan, prescription drug plan, dental plan, and vision plan to members of this bargaining unit after they retire from City employment. To be eligible for the Retiree Medical Plan, the retiree must retire directly from the City of Elmira and be drawing a pension from the New York State Retirement System. Annex H-1 and H-2 of this agreement contain additional information on Retiree Health Insurance coverage.

(21)

36.2 Premium Payments: For any employee who chooses to retire on or before **9/ 1/ 2014** the City will pay the full premium requirements for a period of **twelve** years following retirement.

If such employee does not retire on or before **September 1, 2014** that employee will only be eligible for the Retiree Medical Plan as set forth below.

1. If the employee is less than age **50**, the City will pay the full premium requirements for **twelve** years.
2. If the employee is at least age **50** but less than age **59**, the City will pay the full premium requirements until the employee becomes eligible for Medicare.
3. If the employee is age **59** through **61** at the time of retirement, the City will pay **75%** of the premium requirements until the employee becomes eligible for Medicare.
4. If the employee does not retire at age **62**, the City will not contribute to the premium requirements of the Retiree Medical Plan upon retirement, except in the situation where the employee exercises the option to use other paid leave days to pay for the premium requirements as set forth in this Collective Bargaining Agreement.

When the City is no longer paying the premium requirements, the retiree may continue coverage provided the retiree pays the premium requirements to the City Chamberlain.

36.3 Spousal Coverage: Should a retiree be married and die during the period of the retiree's coverage as set forth in 36.2 above, the surviving spouse shall be entitled to the balance of the allotted retiree health insurance.

36.4 Buy-Out Option: If, at any time during the period of a retiree's coverage as set forth in 36.2 above, that retiree takes employment elsewhere or wishes to be covered under a spouse's plan, the retiree will be eligible to make the following election: 1) The retiree may elect on the date he or she commences employment or wishes to transfer to a spousal plan, to enroll in the new employer's or spouse's plan; 2) In the event the retiree elects to enroll in the new employer's or spouse's health insurance plan, the City agrees to pay to the retiree 50% of the actual premium (individual or family plan, as applicable) for the calendar year in which the election is made; 3) The election, to be binding, must be made in writing, addressed to the Director of Personnel of the City of Elmira; 4) The election, once made, shall be binding upon the retiree for one year from the date of election, absent loss of coverage; 5) In the event of loss of coverage under the new health insurance plan, the retiree automatically reverts to full paid coverage under the City's plan; and, 6) The payment contemplated by this section will be made by the City on December of the year in which the election is made.

(22)

36.5 Insurance Plan: For employees who retire on or after January 1, 2011 their health insurance benefits (medical, prescription drug, dental, vision) shall be the same as those provided to current employees of the unit as and to the extent those benefits may be changed by agreement between the City and the Association hereafter.

37 PERSONAL LEAVE

37.1 An employee shall be allowed two personal leave days in each calendar year for personal business. These days may not be accumulated from year to year. A request for a personal leave day must be submitted in writing forty-eight hours in advance unless in an emergency, when all possible advance notice shall be given. Leave days must be in minimum segments of half days.

38 SAVING CLAUSE

38.1 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction to the extent of making the Article or Section inoperable, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

39 OMNIBUS CLAUSE

This Agreement shall be governed by the Constitution, the Public Employee Fair Employment Act, other provisions of the Civil Service Law, the Judiciary Law, Resolutions, Ordinances, and Local Laws of the Government not inconsistent with the Civil Service Law, the Judiciary Law, or this Agreement. In the event any provisions in this Agreement are inconsistent with any General, Special, Local Law or Ruling of the State Department, any such provisions shall be of no effect.

40 CONSIDERATION

40.1 The consideration for the execution of this binding agreement is the covenants mutually expressed herein and arrived at by the parties hereto

41 MANAGEMENT RIGHTS

41.1 Except as expressly limited by the expressed provisions of this Agreement, the City retains all of the authority, rights, and responsibilities possessed by it, including, but not limited to, the right to determine the mission, purposes, and objectives of the City; to include the examination, selection, recruitment, hiring, or promotion of employees pursuant to law; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

42 TAYLOR LAW REQUIREMENT

42.1 Any written agreement between public employer and employee organization of public employees determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATION 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.”

42.2 Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission, and shall read it aloud at any membership meeting called to consider such ratification.

42.3 Within sixty days after the effective date of this Act, a copy of this section shall be furnished by the Chief Fiscal Officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

43 DISCIPLINARY PROCEDURES

43.1 No employee shall be disciplined or discharged except in accordance with the provision of this Article.

43.2 No employee shall be disciplined or discharged except for misconduct or incompetence.

(24)

43.3 No employee shall be disciplined or discharged except upon written charges fairly apprising the employee of the acts or omissions alleged to constitute misconduct or incompetence and a proposed punishment.

43.4 No employee shall be suspended during the pendency of written charges except in accordance with the Civil Service Law.

43.5 An employee served with written charges shall have eight work days within which to notify the City in writing of an election to have charges processed pursuant to Section 75 and 76 of the Civil Service Law or pursuant to the arbitration procedure set forth in the Grievance Article of the Agreement. Absent timely service upon the City of the election addressed herein, the employee shall be deemed to have admitted the charges and to have accepted the proposed punishment.

43.6 No employee shall be charged with misconduct or incompetence based upon acts or omissions occurring 18 months or more prior to the service of written charges.

44 LABOR-MANAGEMENT COMMITTEE

44.1 A Labor-Management Committee shall be established for the purpose of discussing, at mutually agreeable times, matters of mutual concern, including but not limited to questions regarding continuing education and training, productivity, and physical fitness, but not to include amendment of this Agreement.

44.2 A Labor-Management Committee agrees to work diligently towards the creation and implementation of a mutually agreeable physical fitness program.

44.3 This committee shall be limited to three labor and three management members and shall meet at the request of either party upon reasonable notice to the other party. Meetings shall be limited to not more often than once every month, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties of this Agreement.

45 PROCEDURE FOR THE ADMINISTRATION OF SECTION 207-a

45.1 This procedure is intended to implement the express language of Section 207-a of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-a of the General Municipal Law. The following exclusive procedures shall be utilized to make any benefit determinations, review benefit determinations or light duty assignment.

(25)

45.2 Procedure for Reporting Related Injuries or Illness: No application for benefits under Section 207-a of the General Municipal Law will be approved unless the applicant, or someone acting on his/her behalf, shall have filed the Elmira Fire Department Injury/Exposure report within 30 calendar days after the incident or within 30 days of the discovery by the claimant of the illness giving rise to the disability.

45.3 Status Pending Determination of Benefits Under Section 207-a: The Fire Chief shall place the Firefighter on “injured status” pending final determination of his/her eligibility for Section 207-a benefits.

a. Where the parties do not agree that the injury or illness occurred in the line of duty, the issue will be submitted to arbitration. The decision of the arbitrator will be final and binding on the City and Firefighter.

b. In the event that the arbitrator’s decision is adverse to the Firefighter, the time spent on “injured status” shall be converted to an equivalent amount of sick leave, in the first instance, then other accrued leaves. If there is insufficient amount of sick leave and other accrued leaves to cover the time spent on “injured status” the City shall have the right to recover the unreimbursed balance from the Firefighter’s future accruals.

45.4 Benefit Determination: The Fire Chief shall promptly review a Firefighter’s application for Section 207-a and shall determine his/her eligibility within 30 calendar days after the Chief receives the application. The Firefighter will receive the determination in writing. Failure to act upon an application for Section 207-a benefits within 30 calendar days shall be deemed approval.

The City may send the Firefighter to a physician or physician of its choice for examination. This will be done at the expense of the City. No Firefighter’s physician will be contacted by any representative of the City without the Firefighter’s express written authorization.

In the event a question arises as to initial eligibility for benefits, the Firefighter shall provide authorization for the City to obtain his/her medical records that relate to this injury or illness.

In turn, if the application is denied, the City will simultaneously provide the Firefighter, without cost, any records produced or acquired by it, in connection with Firefighter’s application and determination for Section 207-a benefits. The City will continue to provide the Firefighter with additional information subsequently produced or required for medical evaluation.

In the event that the City denies an application for 207-a benefits, seeks to discontinue 207-a benefits, or there is a dispute about whether a Firefighter is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration.

(26)

45.4(continued) The City may from time to time at reasonable intervals request a medical update from the disabled Firefighter's attending physician. The City will not make unreasonable demands or requests of the member for status reports.

45.5 Appeal of Adverse Determination: In the event the Union wishes to appeal an adverse determination by the City as to initial or ongoing Section 207-a eligibility or issues of light duty assignments, the Union may file for arbitration and request assignment of an arbitrator from its permanent list. The Union shall make such request within 30 calendar days of the City's determination.

The City and the Union will establish a list of mutually acceptable arbitrators to serve as a neutral hearing officer to preside over the appeal. The list shall consist of the following permanent arbitrators:

Michael Lewandowski: JamesMarkowitz: Robert Rabin: Jeffrey Selchick: Mona Miller

Either party may remove one Arbitrator from this list during the term of this Agreement. The selection of the Arbitrator will be according to earliest availability, except as otherwise agreed by the parties.

The parties shall be otherwise bound by the rules of American Arbitration Association. The cost of the hearing shall be borne equally by the City and the Firefighter. The parties shall bear the cost of their own witnesses and any other expenses the parties incur. The determination of the Arbitrator shall be final and binding on the City and the Firefighter.

The burden of proof (a fair preponderance of the evidence) shall be borne by the member seeking 207-a benefits. In turn, if the City attempts to cease benefits of a member covered by 207-a benefits, the burden of proof (a fair preponderance of the evidence) shall be borne by the City.

45.6 Light Duty: The Chief may assign a disabled Firefighter specified light duties which are consistent with his/her status as a Firefighter. The Chief will give the Firefighter two weeks written notice of his intention to assign light duty and a brief description of what the light duty assignment would consist of. If the Firefighter's physician does not agree with the light duty assignment, he must detail in writing those elements of light duty assignment which the Firefighter cannot perform, and the specific reasons which prohibit the Firefighter from performing the duties. (Example: no lifting, pushing, pulling, climbing, or high stress situations.). The Firefighter will not be compelled to report to light duty until such time as his physician agrees to the light duty assignment. If the City does not agree with the Firefighter's physician, the issue will be submitted to arbitration.

(27)

45.7 Third Party Recovery: In the event the City seeks to recover any benefits paid to a Firefighter or hospital/medical expenses paid on behalf of a Firefighter from any compensation carrier, or self-insured compensation employer as a result of a compensation injury sustained by a Firefighter prior to the date of the injury resulting in the City's payment of Section 207-a benefits, the Firefighter, upon request by the City, shall cause to be delivered to the Union's Counsel all medical records pertaining to the prior compensation injury. The Union's Counsel shall meet with the City's Counsel to review the medical records to determine whether they are material and relevant to the issue of potential third-party recovery. Such review shall be entirely confidential except to the extent such records are used for the purpose of this subparagraph. In the event that respective Counsels do not agree on whether the records or any portions thereof are material and relevant, then either party may submit this issue to binding arbitration to be conducted pursuant to Section 5 of this Agreement. The records obtained pursuant to this subparagraph shall be used for no other purpose, and the City shall not otherwise disclose or release the records or any portions thereof except as directed by court order.

46 PHYSICAL FITNESS POLICY

1. The physical fitness program will be positive and not punitive.
2. The physical fitness program will allow for age bracket within the department.
3. The physical fitness program will allow for Firefighters to participate during on-duty time.
4. The physical fitness program will provide for rehabilitation and remedial support.
5. The physical fitness program will be overseen by a physical fitness professional.
6. The physical fitness program will incorporate any fitness activity the Firefighter already practices.
7. The physical fitness program will screen Firefighters to determine their fitness level and to make sure it is safe for them to participate.
8. The physical fitness program will utilize City facilities.
9. The physical fitness program will not be used as a punishment and will not be set up as a pass/fail test that is a condition for continuing employment.
10. The physical fitness program will be optional for all members.

47 MINIMUM MANNING SAFETY CLAUSE

47.1 The memorandum of understanding between The City of Elmira and Local 709 dated 11/10/2016 addressing minimum manning safety states that The City of Elmira agrees to deploy no less than ten (10) members of Local 709 each workday, unless and until the parties negotiate and agree in writing that the number of firefighters per workday in Elmira should be some other number than 10.

48 AGREEMENT

48.1 The foregoing and the annexes thereto constitute the entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

48.2 The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

IN WITNESS THEREOF, the parties by their signature acknowledge their agreement this _____ day of _____, 2020.

CITY OF ELMIRA, NEW YORK

EPFFA LOCAL UNION NO. 709

By: _____
Daniel Mandell Jr. - Mayor

By: _____
Christopher Putney - President

(29)

ANNEX A – OFFICIAL SALARY SCHEDULES

SALARY SCHEDULE
ELMIRA FIRE DEPARTMENT
January 1, 2018

0.0%

	ANNUAL	BI-WEEKLY	HOLIDAY	HOURLY	OVERTIME
Firefighter	47,000.00	1,807.69	180.77	22.60	33.89
Firefighter 2014 - 17	51,339.00	1,974.58	197.46	24.68	37.02
Firefighter 1/C	57,179.00	2,199.19	219.92	27.49	41.23
Firefighter 1/C (Before 1/1/14)	62,215.00	2,392.88	239.29	29.91	44.87
Firefighter 8yr	64,119.00	2,466.12	246.61	30.83	46.24
Firefighter 10yr	66,107.00	2,542.58	254.26	31.78	47.67
Firefighter 12yr	68,049.00	2,617.27	261.73	32.72	49.07
Firefighter 20yr	69,098.00	2,657.62	265.76	33.22	49.83
Firefighter 25yr	70,277.00	2,702.96	270.30	33.79	50.68
Out of Title Firefighter				3.01	
Lieutenant	74,643.00	2,870.88	287.09	35.89	53.83
Lieutenant 10yr	75,080.00	2,887.69	288.77	36.10	54.14
Lieutenant 15yr	75,509.00	2,904.19	290.42	36.30	54.45
Lieutenant 20yr	76,558.00	2,944.54	294.45	36.81	55.21
Out of Title Lieutenant				2.79	
Captain/Asst FM	81,252.00	3,125.08	312.51	39.06	58.60
Captain/Asst FM 15yr	81,685.00	3,141.73	314.17	39.27	58.91
Captain/Asst FM 17yr	82,117.00	3,158.35	315.83	39.48	59.22
Captain/Asst FM 20yr	83,168.00	3,198.77	319.88	39.98	59.98
Out of Title Captain				2.80	
Deputy Chief/FM	87,856.00	3,379.08	337.91	42.24	63.36
Deputy Chief/FM 15yr	88,292.00	3,395.85	339.58	42.45	63.67
Deputy Chief/FM 17yr	88,724.00	3,412.46	341.25	42.66	63.98
Deputy Chief/FM 20yr	89,774.00	3,452.85	345.28	43.16	64.74

(30)

SALARY SCHEDULE

ELMIRA FIRE DEPARTMENT

January 1, 2019

2.0%

	ANNUAL	BI-WEEKLY	HOLIDAY	HOURLY	OVERTIME
Firefighter	47,940.00	1,843.85	184.38	23.05	34.57
Firefighter 1/C	58,323.00	2,243.19	224.32	28.04	42.06
Firefighter 1/C (Before 1/1/14)	63,459.00	2,440.73	244.07	30.51	45.76
Firefighter 8yr	65,401.00	2,515.42	251.54	31.44	47.16
Firefighter 10yr	67,429.00	2,593.42	259.34	32.42	48.63
Firefighter 12yr	69,410.00	2,669.62	266.96	33.37	50.06
Firefighter 20yr	70,480.00	2,710.77	271.08	33.88	50.83
Firefighter 25yr	71,683.00	2,757.04	275.70	34.46	51.69
Out of Title Firefighter				3.07	
Lieutenant	76,136.00	2,928.31	292.83	36.60	54.91
Lieutenant 10yr	76,582.00	2,945.46	294.55	36.82	55.23
Lieutenant 15yr	77,019.00	2,962.27	296.23	37.03	55.54
Lieutenant 20yr	78,089.00	3,003.42	300.34	37.54	56.31
Out of Title Lieutenant				2.85	
Captain/Asst FM	82,877.00	3,187.58	318.76	39.84	59.77
Captain/Asst FM 15yr	83,319.00	3,204.58	320.46	40.06	60.09
Captain/Asst FM 17yr	83,759.00	3,221.50	322.15	40.27	60.40
Captain/Asst FM 20yr	84,831.00	3,262.73	326.27	40.78	61.18
Out of Title Captain				2.86	
Deputy Chief/FM	89,613.00	3,446.65	344.67	43.08	64.62
Deputy Chief/FM 15yr	90,058.00	3,463.77	346.38	43.30	64.95
Deputy Chief/FM 17yr	90,498.00	3,480.69	348.07	43.51	65.26
Deputy Chief/FM 20yr	91,569.00	3,521.88	352.19	44.02	66.04

(31)

SALARY SCHEDULE
ELMIRA FIRE DEPARTMENT
January 1, 2020
2.0%

	ANNUAL	BI-WEEKLY	HOLIDAY	HOURLY	OVERTIME
Firefighter	48,899.00	1,880.73	188.07	23.51	35.26
Firefighter 1/C	59,489.00	2,288.04	228.80	28.60	42.90
Firefighter 1/C (Before 1/1/14)	64,728.00	2,489.54	248.95	31.12	46.68
Firefighter 8yr	66,709.00	2,565.73	256.57	32.07	48.11
Firefighter 10yr	68,778.00	2,645.31	264.53	33.07	49.60
Firefighter 12yr	70,798.00	2,723.00	272.30	34.04	51.06
Firefighter 20yr	71,890.00	2,765.00	276.50	34.56	51.84
Firefighter 25yr	73,117.00	2,812.19	281.22	35.15	52.73
Out of Title Firefighter				3.13	
Lieutenant	77,659.00	2,986.88	298.69	37.34	56.00
Lieutenant 10yr	78,114.00	3,004.38	300.44	37.55	56.33
Lieutenant 15yr	78,559.00	3,021.50	302.15	37.77	56.65
Lieutenant 20yr	79,651.00	3,063.50	306.35	38.29	57.44
Out of Title Lieutenant				2.91	
Captain/Asst FM	84,535.00	3,251.35	325.13	40.64	60.96
Captain/Asst FM 15yr	84,985.00	3,268.65	326.87	40.86	61.29
Captain/Asst FM 17yr	85,434.00	3,285.92	328.59	41.07	61.61
Captain/Asst FM 20yr	86,528.00	3,328.00	332.80	41.60	62.40
Out of Title Captain				2.92	
Deputy Chief/FM	91,405.00	3,515.58	351.56	43.94	65.92
Deputy Chief/FM 15yr	91,859.00	3,533.04	353.30	44.16	66.24
Deputy Chief/FM 17yr	92,308.00	3,550.31	355.03	44.38	66.57
Deputy Chief/FM 20yr	93,400.00	3,592.31	359.23	44.90	67.36

(32)

SALARY SCHEDULE
ELMIRA FIRE DEPARTMENT
January 1, 2021

2.0%

	ANNUAL	BI-WEEKLY	HOLIDAY	HOURLY	OVERTIME
Firefighter	49,877.00	1,918.35	191.83	23.98	35.97
Firefighter 1/C	60,679.00	2,333.81	233.38	29.17	43.76
Firefighter 1/C	66,023.00	2,539.35	253.93	31.74	47.61
Firefighter 8yr	68,043.00	2,617.04	261.70	32.71	49.07
Firefighter 10yr	70,154.00	2,698.23	269.82	33.73	50.59
Firefighter 12yr	72,214.00	2,777.46	277.75	34.72	52.08
Firefighter 20yr	73,328.00	2,820.31	282.03	35.25	52.88
Firefighter 25yr	74,597.00	2,869.12	286.91	35.86	53.80
Out of Title Firefighter				3.19	
Lieutenant	79,212.00	3,046.62	304.66	38.08	57.12
Lieutenant 10yr	79,676.00	3,064.46	306.45	38.31	57.46
Lieutenant 15yr	80,130.00	3,081.92	308.19	38.52	57.79
Lieutenant 20yr	81,244.00	3,124.77	312.48	39.06	58.59
Out of Title Lieutenant				2.97	
Captain/Asst FM	86,226.00	3,316.38	331.64	41.45	62.18
Captain/Asst FM 15yr	86,685.00	3,334.04	333.40	41.68	62.51
Captain/Asst FM 17yr	87,143.00	3,351.65	335.17	41.90	62.84
Captain/Asst FM 20yr	88,259.00	3,394.58	339.46	42.43	63.65
Out of Title Captain				2.98	
Deputy Chief/FM	93,233.00	3,585.88	358.59	44.82	67.24
Deputy Chief/FM 15yr	93,696.00	3,603.69	360.37	45.05	67.57
Deputy Chief/FM 17yr	94,154.00	3,621.31	362.13	45.27	67.90
Deputy Chief/FM 20yr	95,268.00	3,664.15	366.42	45.80	68.70

ANNEX B – ACCIDENTAL DEATH BENEFIT

CHAPTER 742 LAWS OF 1964

To amend the General Municipal Law in relation to death benefits of certain firefighters.

The section heading and subdivision one of section 208-B of the General Municipal Law, as added by Chapter 882 of the Laws of 1958, are hereby amended to read as follows:

“Death benefits for beneficiaries of certain Policemen and Firemen.”

1. Notwithstanding any other provision of law, and in addition to any benefits otherwise provided, death benefit may be payable upon the death of a regular member of a Police Department or Police Force or of a Fire Department in a County not wholly contained within a City, a City having a population of less than one million, or a Town, Village, or other subdivision of government or agency of such a County having a regular Police Department or Force, or Fire Department, hereinafter referred to as a municipality, if upon application therefore, the chief officer of the municipality maintaining such department or force shall determine, on the basis of the evidence, that such member:

a. Died within one year after, and as the natural and proximate result of injuries sustained at a definite time and place and incurred in the performance of duty as a member of such department or force, and

b. Did not cause such accident by his own willful negligence.

2. The death benefit shall be paid by the municipality upon the allowance of the claim therefore, and shall consist of:

a. An amount equal to the salary received by such member either during the year immediately preceding his death, or during the year preceding such injuries, whichever is greater, and

b. One thousand dollars and for each child of such member under eighteen on the date of the member's death.

3. The death benefit shall be paid to:

ANNEX B CONTINUED

- a. The member's widow or if he/she shall leave no widow, or if his widow shall die before receiving the total amounts provided in subdivision two hereof, then to
 - b. His/her child or children under age eighteen, in equal amounts.
4. Application for death benefit shall be made:
- a. By the member's widow
 - b. By any of his/her children
 - c. By any person on behalf of the widow or children.
5. Application for the death benefit shall be made:
- a. To the Chief Fiscal Officer of the Municipality, on a form to be prescribed and supplied by him and requiring such information as he shall determine necessary.
 - b. Within thirty days after the death of the member, provided, however, that failure to file the application within thirty days may be excused on petition to an order a justice of the Supreme Court having jurisdiction, upon a showing either:
 1. That a sufficient reason exists why such notice was not given.
 2. That a report or other notice was made or given to the department or force of the injuries within the thirty-day period.
 3. That the municipality has not been prejudiced by the delay in giving the notice.
 4. This act shall take effect immediately.

ANNEX D – GRIEVANCE PROCEDURE ORDINANCE

ORDINANCE NO. 84-188

An Ordinance Establishing Grievance Procedure for the Employees of the City of Elmira represented by the Elmira Professional Firefighters' Association.

By Councilmember Kutka:

BE IT ORDAINED by the Council of the City of Elmira, duly convened in regular session this 2nd day of April 1984 that the following grievance procedure is hereby established for employees of the City of Elmira represented by the Elmira Professional Firefighters' Association.

Section 1 Definitions

As used herein the following terms shall have the following meanings:

- a) "Employee" shall mean any person directly employed and compensated by the City of Elmira, except persons employed in the legislative or judicial branch thereof.

- b) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the collective bargaining agreement between the parties, existing laws, rules, procedures, regulations, administrative orders, or work rules of the City of Elmira or a department thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees.

- c) "Department" shall mean any office, department, board, commission, or other agency of the government of the City of Elmira.

- d) "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employees' work and approves his/her time record or evaluates his/her work performance.

Section 2 Declaration of Basic Principle

Every employee of this City shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his or her choosing at all stages of the grievance procedure.

ANNEX D (continued)

Section 3 Initial Presentation

- a) An employee who is a member of the bargaining unit shall present his grievance to his immediate supervisor, orally, within fifteen days after the grievance occurs.
- b) The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he/she deems appropriate, and shall consult with his superior to such extent, as he/she deems appropriate, all on an informal basis.
- c) Within three days after presentation of the grievance to him or her, the immediate supervisor shall make his or her decision and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

Section 4 Second Stage

- a) If an employee representing a grievance were not satisfied with the decision made by his or her immediate supervisor, s/he may, within five days thereafter, request a review and determination of his or her grievance by the department head. Such request shall be in writing and shall contain a statement to the specific nature of the grievance and the facts relating to it. Such request shall be served upon the department head and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within two days after receiving such request, the immediate supervisor shall submit to the department head a written statement of his or her information concerning the specific nature of the grievance and the facts relating to it.
- b) The department head, or his or her nominee, may, and at the request of the employee shall, hold a hearing within five days after receiving the written request and statement from the employee. The employee and his or her representative, if any, may appear at the hearing and present oral statements or arguments.
- c) Within five days after the closing of the hearing, or within eight days after the grievance has been submitted to him or her if there be no hearing, the department head, or his/her nominee, shall make his or her decision and communicate the same to the employee presenting the grievance, and the employee's representative, if any

Section 5 Third Stage

The grievance may then be submitted by the grievant or the Union to the City Manager. Within seven (7) days of receipt, the City Manager or his/her designee will convene a meeting with the grievant and/or his or her union representative for the purpose of seeking to resolve the

ANNEX D Section 5 (continued)

grievance. If the grievance is not resolved to the satisfaction of all parties within seven (7) calendar days of said meeting, the grievance may be submitted to binding arbitration.

Section 6 Arbitration

a) If the employee or the Association is dissatisfied with the outcome of the dispute after referral to the City Manager, the employee or the Association may submit the grievance to single person arbitration by filing a demand with the City within fifteen (15) days after receipt of the decision of the City Manager as set forth in Section 5 hereof.

b) The employee or the Association shall, within the same time period, file a request with the American Arbitration Association requesting a panel for the selection of an arbitrator in accordance with its rules.

c) The arbitration shall thenceforth be pursued in accordance with the rules of the American Arbitration Association.

d) The decision of the arbitrator shall be final and binding upon all parties. However, the arbitrator shall not have authority to vary the terms of the bargaining agreements between the parties.

e) All costs related to the arbitration process shall be equally shared by the Association and the City.

Section 7 Amendments

The Ordinance may be amended at any time in accordance with general procedure and requirements in effect at such time for the amendment of an ordinance.

Section 8

All ordinances and parts of ordinances heretofore passed which are in conflict with or inconsistent with any provision or provisions of this ordinance are hereby repealed.

Section 9 Effective Date

This ordinance shall take effect immediately upon adoption and publication according to law.

ANNEX E

**HEALTH CARE,
DENTAL, AND VISION
INSURANCE
SUMMARY OF
BENEFITS**

(43)

ANNEX F

**EARLY RETIREMENT INCENTIVE
RESOLUTION
2003-386**

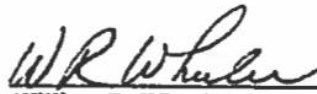
**MEMORANDUM OF UNDERSTANDING BETWEEN
ELMIRA PROFESSIONAL FIREFIGHTERS LOCAL 709
AND
CITY OF ELMIRA, NEW YORK**

This MEMORANDUM OF UNDERSTANDING entered into on the 5th day of January, 2004,
By and between the City of Elmira (hereinafter City) and the Elmira Professional Firefighters'
association Local 709 (hereinafter 709).

WITNESSETH:

The Collective Bargaining Agreement between the City of Elmira and the Elmira Professional Firefighters' Association, Local 709, covering the period from January 1, 2002 to December 31, 2004, is hereby amended to include a new Annex F providing for an Early Retirement Incentive and, except as amended herein, is in all its particulars reaffirmed as if fully set forth herein. The Early Retirement Incentive referenced above shall be that described in Resolution No. 2003-386, unanimously adopted by the Elmira City Council on December 1, 2003, the terms of which are hereby incorporated by reference. Annex F shall consist of this Memorandum of Understanding and the text of Resolution No. 2003-386.

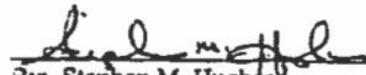
Date: 1-5-04



William R. Wheeler
President of Elmira Professional Fire
Fighters Local 709

City of Elmira, New York

Date: Jan 5, 2004



By: Stephen M. Hughes
Its Mayor

ANNEX F (continued)

RESOLUTION NO. 2003-386

By Councilmember

WHEREAS, the City of Elmira and the Elmira Firefighters' Association, Local 709, have heretofore entered into a collective bargaining agreement covering the period of time from January 1, 2002 to December 31, 2004; and

WHEREAS, representatives of the City and the Association have completed negotiations for an amendment to said collective bargaining agreement to provide certain benefits as outlined below and collectively referred to as "the early retirement incentive" resulting in cost savings to the City;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Elmira hereby authorizes the Mayor to execute any and all documents, memorandums of understanding, or other agreements to amend the collective bargaining agreement so as to effectuate the following early retirement incentive:

1. Eligible members must be firefighters currently employed as such with the City of Elmira and must have been so employed by the City for no less than twenty (20) years of continued service as of December 31, 2003.
2. The early retirement incentive will be available to eligible members whose application for retirement is properly submitted (postmarked) to the New York State Police and Fire Retirement System on or before March 1, 2004 with an effective date of retirement on or before April 1, 2004. It being understood and agreed that the employee will be off the City payroll on or before April 1, 2004. If the eligible member withdraws his/her application after March 1, 2004 said member will be ineligible for this early retirement incentive.
3. It shall be expressly understood and agreed to by the EPFFA that the early retirement incentive terminates at the conclusion of March 1, 2004 and that no otherwise eligible member shall be allowed to obtain the benefits of the early retirement incentive if said member has applied for retirement on or after March 2, 2004. Further, the Early Retirement Incentive does not inure to any other member or person represented by the EPFFA and in no event shall the Early Retirement Incentive survive past March 1, 2004.

ANNEX F (continued)

4. Terminal Leave, as provided for in the collective bargaining agreement, for those eligible members who elect to retire by way of this incentive, will be paid to said member in equal, annual installments over five (5) years at 3.5% interest per annum, or over three (3) years at 2.5% per annum. The member must choose (3 or 5 years) at the time of retirement. For eligible employees who are Tier II members of the Retirement System, if the first annual installment does not maximize the benefits available under the Retirement System regulations in terms of pension calculation, the City will, at the option of the employee, restructure the terminal payout to maximize such pension calculations and the remainder of the terminal pay shall be paid out over the remainder of the three or five year option.

5. City health insurance, as expressed in Article 35 and Article 36 of the collective bargaining agreement, as well as described in a benefits manual to be agreed upon between the EPPFA and City, shall be provided for the life of the eligible member and his/her spouse as of the date of retirement, provided said members' application for retirement is properly made on or before March 1, 2004 as hereinabove described. Eligible members and their spouses will be obligated to obtain Medicare as of its earliest available date to act as primary insurance and the City's will be secondary.

6. The EPPFA understands and agrees that any agreement or Memorandum of Understanding entered into to effectuate this agreement does not compromise any existing management rights, all of which are retained by the City of Elmira.

ADOPTED BY UNANIMOUS VOTE

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

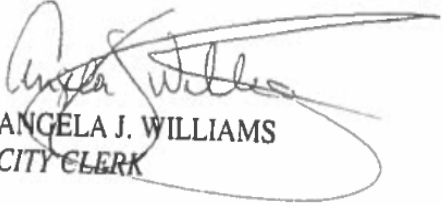
X	Councilmember Corsi	
X	Councilmember Royle	
X	Councilmember McLaughlin	
X	Councilmember Hare	
X	Councilmember Hopkins	
X	Councilmember Williams	
X	Mayor Hughes	

7

0

I, ANGELA J. WILLIAMS, duly appointed and City Clerk for the City of Elmira, New York do hereby certify that the attached is a true and exact copy of a Resolution passed and approved by the City Council on the 1st Day of December 2003.

SEAL


ANGELA J. WILLIAMS
CITY CLERK

March 24, 2014

**NYS
COMPTROLLER
LETTER**

THE CITY AGREES TO PAY FOR 375 I RETIREMENT OPTION.



Office of the New York State Comptroller
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, NY 12244-0001

Phone: 518-474-0167
Fax: 518-474-8357
E-mail: mkutey@osc.state.ny.us
Web: www.osc.state.ny.us/retire

Mary Ellen Kutey, Director, Member & Employer Services Bureau

April 18, 2014
Location code: 20013

Mr. John S Zielinski
City Chamberlain
City of Elmira
317 East Church St
Elmira, NY 14901

Re: Chapter 674, Laws of 2003

Dear Mr. Zielinski,

The New York State and Local Police and Fire Retirement System has received the City of Elmira's resolution and affidavit to provide the new benefit enhancement, provided by Chapter 674, Laws of 2003, for your eligible Firefighters. Chapter 674 allows employers who offer Sections 384d and 375-i or 375-j to elect to provide their Tier 2, 3, 5 and Tier 6 employees with the benefit of this chapter, which allows for retirement at age 55 without pension reductions.

The effective date for the plan is March 25, 2014, the date specified on the resolution.

The increased *annual* cost of this improved benefit will be incorporated in the City's February 1, 2015 Annual Invoice.

The City of Elmira has chosen to pay the past service cost of \$498,199 in ten installments. The first installment, in the amount of \$67,517, will appear on the City's February 1, 2015 Annual Invoice.

If you have any questions, or if I can be of further assistance, you can reach me at (518) 474-0167.

Sincerely,


Mary Ellen Kutey
Director
Member & Employer Services

MEK:jh
Cc: Mr. Christopher Putney, EPFFA Vice President

ANNEX H-1

**COVERED RETIREES HEALTH INSURANCE
INTERIM MEMORANDUM OF UNDERSTANDING BETWEEN
LOCAL 709, IAFF, AFL-CIO OF THE ELMIRA FIRE DEPARTMENT
AND CITY OF ELMIRA**

This Memorandum of Understanding dated December 28, 2015 memorializes the Agreement of the City of Elmira (hereinafter "City") and Local 709, IAFF (hereinafter "Local Union") upon behalf of certain retired members of the Elmira Fire Department and the Local Union, as follows:

WHEREAS, the City is a municipal corporation, that provides health insurance benefits to certain retired employees, and

WHEREAS, certain retired members ("covered retirees") of the Elmira Fire Department are insured under the City's health care plan, and their rights are defined in certain collective bargaining agreements with the Local Union that are relevant to and govern the health care coverage change that the City seeks; and

WHEREAS, the parties have reached an understanding regarding the health insurance plan change from the current self-insured plan to the Chemung County PPO G plan, and have agreed to this interim MOU until the parties complete their negotiations that they both agree will create a more complete and precise dispute resolution process (DRP) on or before January 5, 2016 which will cover expedited resolution of any disagreements between the covered retirees, Local Union, and City regarding the new health care insurance providers;

NOW, THEREFORE, the City and the Local Union agree as follows:

1. The parties agree that the Local Union on behalf of the covered retirees (and any other retiree who retired between 2004 and 2012 who should have been listed in this document but was mistakenly omitted by one or the other of the parties,) specifically referred to in Schedule A (a copy of which is attached and incorporated into this Agreement) agree, and waive any and all rights and claims, except as specified her-in-below in this Interim MOU, to a change in their current health plans. The current self-insured Excellus Blue Cross Blue Shield PPO H plan provided by the City to the covered retirees ("covered retiree" everywhere in this Interim MOU means a retiree and their family member who is insured under the City's health care coverage plans) will change to the Excellus Blue Cross Blue Shield PPO G plan (hereinafter "Plan") provided by the County of Chemung (hereinafter "County"). The Local Union and the covered retirees agree to cooperate through the conversion process and acknowledge and understand that such Plan will now be administered through Excellus Blue Cross Blue Shield by the County.

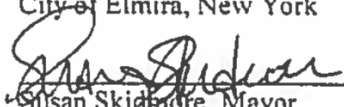
ANNEX H-1 (continued)

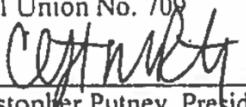
2. Effective January 1, 2016 and each and every year thereafter unless manually modified by the parties, the City shall provide one Health Reimbursement Account (HRA) for each covered Retiree and his/her entitled family members enrolled in the Plan in the annual amount of five hundred dollars (\$500.00) for each single covered retiree and one thousand dollars (\$1,000.00) for a covered retiree with family coverage. Any unused funds of the HRA shall remain the funds of the City.
3. The City agrees that after a covered Retiree exhausts his/her Health Reimbursement Account, whether single or family, the City shall fully and completely indemnify and make 100% whole the covered retiree and his or her covered family member for any additional incurred out of pocket expense by the covered Retiree which he/she would not have incurred had their City health care plan at the time of retirement remained in effect.
4. In the event that a disagreement arises over any of the terms of this interim MOU, the City agrees that the mechanism for resolution shall be for the Union to first file a grievance with the City's Director of Personnel with five business days of the Union's learning of and concluding that there is disagreement between one of the covered retirees and his/her family members, the City, and/or the health insurance carrier, and if the disagreement with the City is not resolved within 5 business days, the Union has the right to seek arbitration of any such disagreement within 15 business days. To the extent that any portion of this interim MOU, which is incorporated into the parties' collective bargaining agreement by this reference the same as if fully set forth therein, shall conflict with the parties' CBA, this MOU shall govern and take precedent over the parties' collective bargaining agreements.
5. The remaining specific portions of the dispute resolution process will be agreed to by January 5, 2016 and that MOU shall be placed on the City Council agenda for ratification on the regularly scheduled meeting of January 11, 2016. Due to time constraints, the parties could not resolve all the particulars of the dispute resolution process and therefore each party agrees to act in good faith towards reaching an agreeable dispute resolution process.

ANNEX H-1(continued)

- 6. The City, covered Retirees, and the Union acknowledge that this MOU is not precedent setting in form or content and shall not be cited or used in any way in any other future dispute, legal action, or proceeding, arbitration, or mediation except with respect to the enforcement Agreement. Notwithstanding the fact that the Union is a party to this agreement the City does not waive any right to contest that the Union has standing to represent firefighter retirees in future matters not related to this MOU, nor does the Union waive its right to represent the retirees in future matters unrelated to this MOU.
- 7. The City shall be obligated to continue making the full and complete Medicare premium payment and/or reimbursement for covered retirees as set forth on Schedule B and their spouses which shall include any increase in said premiums.
- 8. The City, covered Retirees, and the Local Union understand that this Memorandum of Understanding must be approved by the Elmira City Council.

IN WITNESS WHEREOF, the parties by their signatures acknowledge their agreement this 12th day of JANUARY, 2016.

City of Elmira, New York
 By: 
 Susan Skidmore, Mayor
 City of Elmira, New York
 Resolution No: 2015- 361

Local Union No. 709
 By: 
 Christopher Putney, President

SCHEDULE A

Dennis Sweeney

Mary Lawson

Bonnie Sweeny

George Hendrix

Stanley Wisniewski

James Baker

Ellen Murphy

John Marks

Archie Sturch

Greg Zahorian

Thomas Morrissey

Mark Dolan

Paul Thomasman

Patrick Shaw

Milton Oaks

Roy Vanatta

Gary Blitz

James Gensel

Greg Dunn

James Larson

FINAL 12-23-2015

SCHEDULE B

Dennis Sweeny
Bonnie Sweeny
Stanley Wisniewski
Ellen Murphy
Archie Sturch
Thomas Morrissey
Thomas Walker
Patrick Shaw
Roy Vanatta
James Gensel
James Larson
Mary Larson
George Hendrix
James Baker
John Marks
Charles Noto
Mrs. Charles Noto

ANNEX H – 2

RETIRED COVERAGE DISPUTE RESOLUTION WITH ANNEX I-1

**MEMORANDUM OF UNDERSTANDING BETWEEN
LOCAL 709, IAFF, AFL-CIO OF THE ELMIRA FIRE DEPARTMENT
AND CITY OF ELMIRA**

RESOLUTION 2016-22

This Memorandum of Understanding dated February 19, 2016 memorializes the Agreement of the City of Elmira (hereinafter “City”) and Local 709, IAFF (hereinafter “Local Union”) upon behalf of certain retired members of the Elmira Fire Department and the Local Union, as follows:

WHEREAS, the City is a municipal corporation, that provides health insurance benefits to certain retired employees, and

WHEREAS, certain retired members (“covered retirees”) of the Elmira Fire Department are insured under the City’s health care plan, and their rights are defined in certain collective bargaining agreements with the Local Union that are relevant to and govern the health care coverage change that the City seeks; and

WHEREAS, the parties have reached an understanding regarding the health insurance plan change from the current self-insured plan to the Chemung County PPO G plan, and have agreed to this MOU as the precise dispute resolution process (DRP) which will cover expedited resolution of any disagreements between the covered retirees, Local Union, and City regarding the new health care insurance providers;

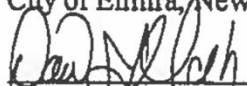
NOW, THEREFORE, the City and the Local Union agree as follows:

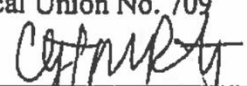
1. The parties agree that this Memorandum of Understanding shall be the exclusive resolution process for disputes of coverage and indemnification for Covered Retirees that arise under the Interim MOU dated December 28, 2015.
2. The parties agree to obtain the services of a mutually agreeable Arbitrator who must be willing to agree to each of the other terms of this MOU.
3. The Arbitrator must within ten business days of a request by either party conduct a telephone hearing where both parties will appear and present their cases concerning disputes of health care coverage and indemnification between the parties.

ANNEX H-2(continued)

- 4. The Arbitrator agrees to make a bench ruling in all cases. The parties may mutually agree to extend the period of time for the Arbitrator to issue a ruling by one business day.
- 5. The Arbitrator shall be paid a pro-rated per-hour rate which shall not exceed two hundred and fifty dollars (\$250.00) an hour. The Arbitrator agrees that the total fee for the hearing shall not exceed five hundred dollars (\$500.00). The parties may mutually agree to modify the rates of pay and the total cost.
- 6. The parties agree that the non-prevailing party shall be solely responsible for paying the cost incurred for the arbitration.
- 7. The prevailing party shall prepare a proposed order of the Arbitrator's ruling within three (3) business days after the conclusion of the telephone hearing. The prevailing party shall submit the proposed order on notice to the other party and any objections to the proposed order shall be raised within one business day.
- 8. The Arbitrator shall confirm the proposed order electronically to both parties upon receipt that it is true and accurately reflects the Arbitrator's ruling. A signed hard copy shall be mailed out to the parties.
- 9. The Arbitrator shall serve the parties in this agreed upon capacity until January 1, 2017. The appointment may be extended by mutual agreement of the parties. Any party may terminate the appointment.

IN WITNESS WHEREOF, the parties by their signatures acknowledge their agreement this 14th day of February, 2016.

By: 
 Daniel J. Mandell, Mayor
 City of Elmira, New York
 Resolution No: 2016-22

By: 
 Christopher Putney, President

