

2018-2020

LABOR AGREEMENT

between

THE CITY OF SYRACUSE, NEW YORK

and

**SYRACUSE FIRE FIGHTERS ASSOCIATION LOCAL 280,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC**

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Drug and Alcohol Policy

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Rank-for-Rank Agreement, as Amended

Group Dental Insurance Plan Addendum

PREAMBLE

This is a COLLECTIVE BARGAINING AGREEMENT (hereafter called the “contract”) effective January 1, 2018 and terminating at midnight of December 31, 2020 between the CITY OF SYRACUSE, NEW YORK (hereafter called the “City”), and the SYRACUSE FIREFIGHTERS ASSOCIATION LOCAL 280, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereafter called the “Association”).

ARTICLE 1

RECOGNITION AND APPLICATION OF CONTRACT

1.1 Collective Bargaining Unit

The City recognizes the Association as the sole and exclusive bargaining agent for all Civil Service Firefighters employed in the Fire Department of the City of Syracuse; but excluding the Fire Chief, the First Deputy Fire Chief and Deputy Chiefs and all civilian employees of the Department.

1.2 Application of Contract

This contract shall apply to the Firefighters within the bargaining unit as defined in section 1.1.

ARTICLE 2

OBLIGATION OF THE ASSOCIATION AND CITY

2.1 No Discrimination by the Association

The Association agrees as a condition of such recognition, not to discriminate with regard to the terms or conditions of membership because of rank, race, color, creed, sex, or national origin; nor to discriminate in representation of all persons within the employee organization, whether members of the Association or not.

2.2 No Discrimination by the City

(a) Neither the City nor any of its agents or representatives shall discriminate against any member of the Association on account of his legitimate activities on behalf of the Association as long as such activities do not conflict with the orderly and efficient operation of the Department of Fire.

(b) City reaffirms that it shall continue to apply the terms and conditions of this Agreement in a manner not violative of Federal and State laws, binding upon the City, prohibiting discrimination with respect to race, creed, color, national origin and sex.

ARTICLE 3

AGENCY SHOP AND CHECK-OFF OF ASSOCIATION DUES AND FEES

3.1 Agency Shop

Employees are free to join or not to join the Association. All present employees who are non-union members and who do not in the future become or remain members, shall, immediately following a 30-day period from the date of the signing of this Agreement, as a condition of employment, pay to the Association each month a service charge as a contribution towards the administration of this Agreement an amount equal to the regular monthly dues (not including initiation fees, fines, assessments or any other charges uniformly required as a condition of acquiring or retaining membership) of the Association.

All new employees who do not become Association members after 30 calendar days of employment shall, as a condition of employment, pay the Association each month commencing after said date, a service charge that is a contribution towards the administration of this Agreement, an amount equal to the regular monthly dues (not including initiation fees, fines, assessments or any other charges uniformly required as a condition of acquiring or retaining

membership) of the Association. Upon failure of any non-member employee to pay or attend to the above-mentioned service charge, the City will discharge such employee when so informed in writing by the Association.

3.2 Check-Off Form For Association Members

Any Firefighter within this bargaining unit who is a member of the Association may, if he so desires, have the City deduct from his pay on a bi-weekly basis, the monthly membership dues and assessments uniformly required for membership in the Association. The following authorization form will be utilized:

TO: FIRE CHIEF, THE CITY OF SYRACUSE

I hereby authorize you to deduct from my pay, on a biweekly basis, the amount specified as dues or assessments by the Syracuse Fire Fighters Association Local 280 and to forward this amount in my name to said Association.

I understand that this check-off authorization shall remain in effect until revoked by me in writing. I further understand that my membership in the Association may be revoked by me only within a 30-day period prior to the anniversary date of this authorization, or within a 30-day period prior to the end of the term of the applicable collective bargaining agreement, whichever of the two time periods is shorter.

I release the City from any and all liability from making this check-off from my pay and hereby revoke any previous authorization given.

Signature of Firefighter

Date Signed

3.3 Check-Off Dues and Fees

Upon receipt by the City of an individual written authorization the City shall, while this authorization remains in effect, deduct from the Firefighter's pay each month, on a bi-weekly basis, his bi-weekly membership dues and assessments in the Association. With regard to Firefighters who are not members of the Association, the City will deduct from the Firefighter's pay each month on a bi-weekly basis, an amount equal to the agency shop fee. The money so deducted shall be transmitted together with a list of names of the employees from whose earnings the deductions were made, to the Association on or before the 15th day of the month following that in which the deductions were made. No deductions shall be made for any back dues arrearage nor to recoup any amount not deducted because the Firefighter did not receive pay in any given payroll period. The City shall continue to honor unrevoked check-off authorizations already on file. The provisions of this section shall be applicable while the Association represents the members of the bargaining unit and the Association agrees to maintain a procedure providing for a refund to any employee who demands the return of any part of the agency shop fee deduction which represents that employee's pro-rata 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.

3.4 Commencement of Dues and Assessments Check-Off

The City shall be under no obligation to commence such payroll deductions for dues and assessments until the second payroll period following the time at which the properly executed written check-off authorization is received.

3.5 Amount to be Checked Off

The Association will certify in writing to the City the amount of its regular bi-weekly dues and any assessments to be deducted under the provisions of Section 3.3 as well as the agency shop fees which are to be deducted pursuant to Section 3.3. The dues and fee money so collected shall be made payable to the Association and sent to the Treasurer as he is certified in writing to the City by the Association. Any changes in the amount of Association dues to be deducted, assessments made, or the agency fee to be deducted, must be similarly certified by the Association in writing to the City. Such changes shall become effective within 60 days following receipt by the City of such certification.

3.6 Indemnity

The Association shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability which may arise out of, or by reason of, action taken by the City for the purpose of complying with any of the provisions of this Article 3.

ARTICLE 4

ASSOCIATION BUSINESS

4.1 Executive Board Meetings

The City shall permit Executive Board Members designated by the Association to attend Executive Board Meetings not to exceed one per month for reasonable periods during working hours to conduct the affairs of the Association provided, however, that such Executive Board Members shall not leave the Firehouse to which they are assigned unless there is adequate manpower therein to permit their absence and permission has been obtained from the Duty Chief following a written request to the Chief at least three days prior to said meeting. In the event of

an emergency meeting of the Executive Board, the President shall first get permission of the Duty Deputy Chief which shall not unreasonably be withheld.

4.2 Duties of the President and Contract Negotiations

The President of the Association shall be entitled to a reasonable amount of released time with pay at his regular rate for any legitimate business of the Association. Further, the President of the Association may, at his option exercised during his first week in office, be assigned during his term to duties as Fire Inspector on day shift should any vacancy in that position exist, or to the first such vacancy which thereafter occurs.

4.3 Regular Monthly, Special Meetings

The four principal officers of the Association shall, if scheduled, be released from duty for the period of time necessary to attend regularly-scheduled monthly meetings of the Association, and special meetings of the Association, with the permission of the Chief, which permission shall not be unreasonably withheld.

4.4 Conventions

The City will give released time with pay at the regular rate to five officers of the Association (including the president) or their delegates to attend Firefighter Conventions, meetings or seminars up to an aggregate of 40 man days per year. Requests for such release time shall be transmitted at least two weeks prior to departure date to the Office of the Chief.

4.5 Pay For Contract Negotiations

The City's financial obligation for payment for Local 280 members during negotiations for a new labor contract shall be limited to 10 days for 5 negotiating team members for a maximum limitation of 50 man days of pay (excluding the Local 280 president) for time lost from work in order to be present at the negotiation table. In the event negotiations exceed 10

days, the City may grant additional paid time off to the members of the negotiating team if it feels that it is in the interest of labor relations to do so.

ARTICLE 5

BULLETIN BOARDS

It is agreed that the Association may use Association bulletin boards located in each fire house for the purpose of posting Association notices to Association members, provided that such notices shall be clearly identified as Association notices and shall be non-derogatory in character.

ARTICLE 6

SALARIES AND WAGE INCREASES

6.1 Salary and Wage Increases

Effective July 1, 2018, base salaries of bargaining unit members of the Association shall be increased by 2%; effective January 1, 2019, base salaries of bargaining unit members shall be increased by 2%; effective January 1, 2020, base salaries of bargaining unit members shall be increased by 2%.

The base salary schedules to be attached to the collective bargaining agreement will be attached hereto as Appendix A.

6.2 Advancement for Officers

A member of this unit who is promoted to a higher officer rank shall be compensated at the full rate applicable to the new rank immediately upon his promotion to such higher rank; provided, however, that such promoted officer shall continue to be subject to the probationary period and if returned to his former rank within that probationary period shall have his compensation reduced to that applicable to the rank to which he is returned. Out of title work shall be governed by Section 21.9.

6.3 Longevity Pay

Attached hereto at Appendix B is the longevity schedule for the bargaining unit. The payment is to be annually divided over 26 pay periods.

6.4 Certain Historical Information (Vault “Bank” the Benefit)

(a) The Martin F. Scheinman Compulsory Interest Arbitration Award for 1994-1995 resulted in the Firefighters having their regular work schedules reduced by forty-eight (48) hours per year. The City and its Firefighters were, however, desirous of maintaining the “pre-Scheinman” work schedules and hours, and therefore it was agreed to create a “vault bank benefit”, effective June 1, 1994, wherein the Firefighters were credited with, and allowed to accrue, “vault bank hours” in lieu of the reduction in hours that would have resulted from the Scheinman Award. Only Firefighters on the City’s payroll as of August 16, 1995 were eligible for this accrual in lieu of the reduction in annual work schedules.

(b) For 1995, 1996, 1997 and 1998, each bargaining unit employee received a forty-eight (48) hours addition to their “vault bank”. The vault bank is not the same as the compensatory bank. Any bargaining unit employee employed on or after January 1, 1998 received a pro rata share of their forty-eight (48) hours “vault bank” entitlement that was applicable to their respective hire date. Such entitlement to these new employees’ “vault bank” occurred immediately upon being employed in the bargaining unit. Implementation of the “vault bank” had no effect upon, nor did it reduce, the annual work schedule worked by bargaining unit employees (including time off commonly known as YZ days). The bargaining unit employees who hold vault bank hours are entitled to cash out the hours in their “vault bank” only at the time of their retirement or separation from employment at the then existing hourly rates.

(c) Effective January 1, 1999, the “vault bank” referred to above was increased by twenty-four (24) hours to seventy-two (72) hours per year by Arbitrator Markowitz’s Interest Arbitration Award for 1998-1999.

(d) Effective January 1, 2003, bargaining unit employees ceased earning vault bank benefit hours, retained those hours that were then in their vault bank, and received a retirement benefit commonly known as “final average salary” (which is contained in Section 443(f) of the New York State Police and Fire Retirement Plan) in lieu of further or future vault bank hours accruals. Certain historical perspective is referenced in the parties’ Materiality Clause contained in this collective bargaining agreement. A bargaining unit employee who was entitled to receive the vault benefit from its commencement through its cessation, would have received a total of 480 hours.

6.5 Calendar Creep

The parties acknowledge that periodically “calendar creep” occurs and such will, among other times, occur approximately 2003 or 2004. During any calendar creep year, the bargaining unit employees will receive an extra paycheck such that for that calendar year, the employees will receive 27 paychecks with the 27th paycheck being 1/26 of their annual salary.

ARTICLE 7

HOSPITALIZATION AND MEDICAL PLAN

7.1 City Obligation

The City will continue its practice of participating in the premium costs, individual or family, for unremarried widows, and their minor dependents, of Firefighters who died during their term of employment with the Fire Department, pursuant to applicable requirements of New York State Law and applicable regulations. Disputes between the Department Surgeon and an

employee as to the appropriate facility for treatment of drug or alcohol abuse shall be subject to the grievance procedure.

Effective July 1, 2017 the employee contribution to health insurance shall be increased to \$115 per month for single coverage and to \$230 per month for family coverage. Effective July 1, 2019 the employee contribution to health insurance shall be increased to \$125 per month for single coverage and to \$245 per month for family coverage. These amounts will be divided by the number of pay periods in the year to come up with a standard amount to be deducted from an employee's paycheck for each pay period.

7.2 Retiree Health Insurance

Concerning retiree health insurance coverage, individuals who retire after September 7, 2007 will be eligible for retiree health insurance at the following contribution levels: \$60 per month for family coverage and \$30 per month for individual coverage (for individuals who retire subsequent to December 31, 2007, the foregoing will apply unless different arrangements are agreed to or imposed in future interest arbitrations). Effective January 1, 2012, the premium contribution for a retiree member shall increase \$15.00 per month from the premium contribution such retiree member is currently contributing.

For individuals who retire after September 7, 2007, the parties further agree that the City retains the right to implement retiree health insurance plan design changes and to adjust co-payments and deductibles and out-of-pocket costs on terms that are commensurate with plan design changes and co-payments, deductibles, and out-of-pocket costs for active employees. The Association acknowledges that active firefighters and retirees have different plans and, therefore, the City has the right to make changes that are similar to those made for actives under the active health insurance plan in effect for active employees; such changes do not have to mirror the

active plan or plans in areas where the plans differ as long as the plan design changes for both actives and retirees are commensurate on the whole. The language in this paragraph relating to the City's right to make changes to retiree health insurance shall be construed broadly.

Retiree health benefits under this Agreement will also be coordinated with Medicare eligibility and any other social insurance program that may subsequently become available, with Medicare and any other social health insurance being primary at all times.

An employee will be eligible to receive medical insurance at the time of retirement if the following criteria are met:

- (a) He/she must have 10 years employment (full or part-time) with the City of Syracuse;
- (b) He/she must be eligible to retire with a pension from the NYS Police and Fire Retirement System and/or New York State Employees Retirement System;
- (c) He/she must immediately collect the pension upon leaving City Payroll; and
- (d) He/she must be currently enrolled in the City's health plan.

This Agreement shall have no effect on retirees receiving health insurance coverage as of September 7, 2007; existing retirees who are receiving health insurance as of September 7, 2007 will be subject to the agreements and arrangements then in place.

7.3 Change in Group Plan

There will be no change in the Group Medical Insurance Policy now in effect without the written mutual agreement of the Association and the City.

There will be no change in the City of Syracuse Employee Health Care Benefit Plan administered by POMCO in effect as of January 1, 2012 without the written mutual agreement of the Association and the City.

7.4 Health Benefit Changes

Notwithstanding the other terms and provisions of Article 7, the following shall occur:

(a) Effective January 1, 2003, those bargaining unit employees who are in the Blue Cross Blue Shield indemnity plan will have the option to opt into the Blue Cross PPO and/or the other existing PPO. The Blue Cross Blue Shield indemnity plan previously in effect will not be available after December 31, 2002.

(b) Effective after ratification and approval of the 2008-2010 Agreement by the City Common Council:

- (i) all bargaining unit employees shall be in the same PPO plan, subject to the provisions of this Agreement;
- (ii) prescription co-pays for generic drugs will be increased from \$5 to \$10, brand drug co-pays will be increased from \$15 to \$20, and doctor visit co-pays will be increased from \$15 to \$25;
- (iii) a vision plan will be implemented for active employees and families, the terms of which are to be agreed upon; and
- (iv) any changes in the Health Plans now in effect may not be changed absent the consent of the Union.

(c) Effective January 1, 2012, all bargaining unit members shall be in the same City of Syracuse Employee Health Care Benefit Plan administered by POMCO. The City agrees that the benefits the bargaining unit receives from the medical coverage in effect with Excellus immediately prior to December 31, 2011 will continue to be received on and after January 1, 2012 with the medical coverage administered by POMCO.

(d) **Premium Contributions:** Effective January 1, 2012, premium contributions for the City of Syracuse Health Care Benefit Plan for Active Member enrollees shall be \$45.00 per month for Single coverage and \$75.00 per month for Family coverage. For a Retiree Member, the premium contribution shall increase \$15.00 per month from the premium contribution such

retiree member is currently contributing. Effective October 1, 2014, premium contributions for the City of Syracuse Health Care Benefit Plan for Active Member enrollees shall be \$65.00 per month for Single coverage and \$130.00 per month for Family coverage.

(e) Prescription Benefit: Increase employee member Co-Pay for Brand name Prescription medications from Twenty dollars (\$20.00) to Twenty-five dollars (\$25.00) and reduce the employee member Co-Pay for Generic medication Prescriptions from Ten dollars (\$10.00) to Zero dollars (\$0.00).

(f) Same Sex Domestic Partner Benefits: Same Sex Domestic Partner and Eligible Dependents shall be extended Healthcare benefits pursuant to General Ordinance 35 2010 and or any subsequent amendments thereto.

7.5 Group Dental Plan

The City will make available to bargaining unit employees a Group Dental Insurance Plan with benefit levels which are equal or comparable to the dental benefit levels contained as of January 1, 1983 in the POMCO T-1, Dental Plan. Effective January 1, 2003, all bargaining unit employees will have their orthodontic benefit increased from \$600.00 to \$1,200.00.

ARTICLE 8

HOLIDAYS

8.1 Contract Holidays

The City recognizes that Fire Fighters are entitled to the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Easter
- Flag Day
- Veteran's Day

Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Eve
Christmas Day

The parties agree (1) the above listing of holidays is for administrative ease and (2) the amount of compensation provided for holiday pay is only for holidays recognized by the New York State Police and Fire Retirement System for pensionable purposes.

8.2 Pay Provisions

City will pay to bargaining unit employees the holidays referenced in Section 8.1 based upon twelve hours calculated at the average straight time bi-weekly salary for each employee. If the employee of the unit is employed for less than the applicable calendar year, he shall be paid a pro-rated sum based upon the number of holidays occurring during his period of employment. Such payments shall be in lieu of compensatory time off. Payment shall be included in the regular bi-weekly pay closest to November 15th.

8.3 Veterans

The City also recognizes that honorably discharged veterans are entitled to the additional holidays of Memorial Day and Veteran's Day. With respect to Memorial Day, veterans working this day or on vacation shall be given compensatory time off, or at the discretion of the Chief, given a day's pay so long as done on a uniform basis for the given Memorial Day in a particular year. With respect to Veteran's Day, the veteran working this day, on vacation, or scheduled off on this day shall be given compensatory time off, or at the discretion of the Chief, given a day's pay so long as done in a uniform basis for the given Veteran's Day in a particular year. Eligible veterans shall submit their request for scheduling their compensatory day in conformance with vacation request procedures. Should the individual, however, desire to take his compensatory

time prior to the day scheduled via that procedure, the individual shall make such request at the time the 8-day schedule is submitted in which he desires to reschedule said day. The Department shall notify the individual as to whether or not the requested change is allowed as soon as possible but in no event later than 24 hours prior to the shift being requested.

For Memorial Day all honorably discharged veterans who are not scheduled to work, nor on vacation or other accrued time off and are offered the opportunity to work overtime on that day, shall not be charged the appropriate number of hours, for either accepting or refusing the offered overtime opportunity. Veterans who work overtime on Memorial Day will be paid at the regular overtime rate (1.5), but ***will not*** be compensated for working Memorial Day. This applies regardless of the nature of the compensation used, either compensatory time off or a day's pay.

ARTICLE 9

VACATIONS

9.1 Vacation Entitlement

(a) Members of the bargaining unit regularly working 10 and 14 hour shifts (thereby generally averaging 12 hours per shift over the course of the year) and who were hired on or before July 1, 2011, shall have their vacation entitlement calculated by the following schedule:

<u>Years' Service</u>	<u>Annual Vacation</u>
Up to one year	1 shift per month of Service to a maximum of 11 shifts
1 – 4	11 shifts
5 – 14	15 shifts
15+	16 shifts

Paid hours of vacation shall be taken off, on an overall bargaining unit basis, in equal number of day and night shifts.

(b) For Members Working Regularly scheduled 10 and 14 hour shifts who were hired after July 1, 2011:

<u>Years' Service</u>	<u>Annual Vacation</u>
Commencing on the anniversary of the individual's first year of service	1 shift per month of service to a maximum of 11 shifts
2-4	11 shifts
5-14	15 shifts
15+	16 shifts

(c) Members of the bargaining unit who are currently working regularly scheduled 8 hour shifts or who subsequently commence working such shifts, shall have their vacation entitlements calculated by the following schedule while working such schedules.

<u>Years' Service</u>	<u>Annual Vacation</u>
Up to one year	One day per month (8 paid hours per month)
1 - 4	15 shifts
5 - 9	18 shifts
10 - 14	18 shifts
15+	23 shifts

9.2 Vacation – Miscellaneous

The City, through the Chief of Fire and/or other of its delegees, shall use its best efforts such that all bargaining unit employees must have the opportunity to select a minimum of one 12-day vacation cycle between the last day of school in June of each year and the first day of school in September of the same year, with such school dates as determined by the City of Syracuse School District. Additionally, all bargaining unit employees whose scheduled vacation times are displaced by line-of-duty injury leave may “bank” the affected vacation time.

Any bargaining unit employee on off-duty injury or sick leave who is simultaneously scheduled for a vacation shall not be entitled to rescheduling of the vacation. Rather, such employee’s “rescheduling” shall be subject to the Chief’s sole and exclusive discretion, which shall not be reviewable through arbitration, and if necessary, the present practice of charging this time off as vacation will continue.

9.3 Vacation – District Chiefs

District Chiefs in exercising their vacation entitlement will not have block outs regarding vacation selection commencing in 2003 and thereafter.

ARTICLE 10

UNIFORM ALLOWANCE

10.1 Cash Allowance

Effective January 1, 2007, the cash portion of the uniform allowance available to members (in the amount of \$700 per annum) shall be folded into each bargaining unit employee’s base wages and no longer paid as a separately denominated uniform allowance. The parties agree to acknowledge in a side letter that the cash portion of the uniform allowance has been folded into base wages at the Association’s request so that the history of the uniform allowance is preserved.

Beginning on January 1, 2008, a \$500 per year uniform allowance shall be provided in the form of a \$500 voucher, on the same terms as the uniform voucher system applicable to the City's police.

10.2 Wearing of Uniform

Members shall not be required to wear their uniforms to and from work and shall be permitted to wear suitable civilian clothes.

10.3 Uniform Changes

The City agrees to furnish, at its own cost, new uniforms where a change in uniform is required by departmental regulations or by involuntary transfer of a Firefighter to a unit where departmental regulations require uniform elements not required of uniformed Firefighters generally or not previously issued or provided by the City to the Firefighter involved.

ARTICLE 11

NON-JOB RELATED SICK LEAVE

11.1 All members of this bargaining unit shall be entitled to non-job related sick leave according to the following schedule:

<u>Years' Service</u>	<u>Non-Job Related Sick Leave</u>
Up to first January 1st following date of hire	10 hours per full month of service
from 1 to 5 years	160 hours per calendar year
from 6 to 10 years	200 hours per calendar year
from 11 to 15 years	240 hours per calendar year
from 16 years and after	280 hours per calendar year

The terms and conditions of this benefit shall be as follows:

- (a) Unused sick leave may be accumulated up to a maximum of 1040 hours.

(b) Members of the Department during their first 3 years of service may, if necessary, borrow up to 440 hours of paid sick leave; which borrowed hours must be repaid, however, before any further accumulation of sick leave may occur.

(c) For purposes of applying the above schedule, the following example is given: Assume a Firefighter is hired September 1, 1975. Such Firefighter's non-job related sick leave benefit from September 1, 1975 through December 31, 1975, would be 40 hours. Following this, his benefit for each calendar year would be as follows:

<u>Calendar Year</u>	<u>Hours Paid Sick Leave</u>
1976 through 1979	160 per year
1980 through 1984	200 per year
1985 through 1989	240 per year
1990 and thereafter	280 per year

11.2 General Conditions

Except to the extent expressly modified by this Article, the non-job related sick leave benefits set forth in Sections 11.1 and 11.2 are subject to the Departmental rules and regulations concerning the taking of non-service connected sick leave as in effect as of January 1, 1983; including the Departmental right to require approval by the Fire Surgeon before any sick leave may be taken.

It is understood that in the event a member is injured on duty which injury by reason of its severity requires that said member be attended by a physician with a specialty, then and in that event the City shall be responsible for the expenses incurred as a result of said attendance. All other expenses incurred by a member by the attendance of a physician of his own choice shall be at the expense of the member.

11.3 Sick Leave Incentive Program

The year will be divided into three (3) calendar blocks of four months each (1/1-4/30; 5/1-8/31; and 9/1-12/31). Only bargaining unit employees who were on the active payroll for an applicable four-month block shall be eligible for this program. The economic benefit for each four-month block shall be \$300.00 for zero days off. A bargaining unit employee shall be entitled to the appropriate incentive based upon no sick leave taken during any of the three four-month blocks and may receive the incentive for the first and/or second and/or third four-month blocks.

The term “days off” refers to any sickness or disability of any kind during the calendar year in question, with the following exclusions: disabilities from on-the-job accidents, as determined in the sole discretion of the Chief, which aggregate 5 or less work days in any one calendar year and also one long term work related injury of 25 consecutive work days or less. For the above exclusions (i) the aggregate 5 or less work days referred to above shall be available during the calendar year in any or all of the blocks; (ii) any days of 6 or more are not available; and (iii) absences in excess of 25 work days.

Any further exceptions to the above shall be in the sole discretion of the Chief, whose decision shall be non-grievable/arbitrable.

The payments will be made in the regular bi-weekly paycheck by March 1, of the following year.

11.4 Sick Leave Buyback

Members shall be permitted to sell back to the City up to 250 hours of sick time at their hourly rate at the time of their retirement.

ARTICLE 12

PREMIUM PAY

12.1 Overtime Pay

Any employee called in for duty or ordered retained on duty in addition to his regular working hours shall receive time and one half for not less than four hours; provided that the four-hour guarantee shall not apply when call-in work or hold-over work is contiguous to the employee's scheduled shift. Members called for other than normal duties shall be deemed on duty from the time said employee departs for duty and an employee relieved of duty at a fire shall be deemed to have remained on duty until he shall have returned to his fire house or regular place of duty. Retention of an employee on duty pending his relief shall not be deemed overtime. No overtime is paid when caused by late relief at the fire site. No overtime will be paid in the case of late relief at any other site for any reason so long as the employee is held over for not more than 30 minutes. If the employee is held over for more than 30 minutes because of late relief or late relief caused by administrative error, the employee will be paid at time and one-half for the total time of the hold over.

Chargeable Overtime: All overtime opportunities, including refusals thereof, are chargeable. All overtime worked will be charged to that member in his district log. All overtime will be documented and maintained by both the District Chief's and Deputy Chief's level. This purpose is to keep overtime more equal and transparent across the department.

12.2 Change of Schedule Pay

An employee will receive an extra two hours' pay at straight time rates for any day on which he had been scheduled during the cycle in question for the night shift, but had his schedule changed by the Chief and been required to work on the day shift instead of the night shift.

12.3 Severance Pay

Any member who retires or dies before retirement shall, at the time of his separation, be paid in cash for any unused vacation and any holidays occurring prior to such retirement or death. In the case of death while in service, such payment will be made to the member's designated beneficiary or his estate. Any member who quits or is discharged shall, at the time of his separation, be paid in cash for any holidays occurring prior to his separation.

12.4 Night Premium Pay

Sixty-five cents per hour shall be given to all personnel for work performed between the hours of 4:00 p.m. and midnight provided at least six hours per day are worked during these hours on a regular shift basis. Seventy-five cents per hour shall be given to all personnel for work performed between the hours of midnight and 8:00 a.m., provided at least six hours per day are worked during these hours on a regular shift basis. Effective July 1, 2018, seventy-five cents per hour shall be given to all personnel for work performed between the hours of 4:00 p.m. and midnight, provided at least six hours per day is worked during these hours on a regular shift basis. Ninety cents per hour shall be given to all personnel for work performed between the hours of midnight and 8:00 a.m., provided at least six hours per day is worked during these hours on a regular shift basis. Payment shall be made in the last regular paycheck in January.

12.5 Required Off Duty Court Appearance

Off duty time spent in court as scheduled by the City shall be fixed at a minimum of two hours' pay at time and one-half and all hours in excess of two hours actually spent in court in any one day shall be paid at the time and one-half rate; except that if the Firefighter is so scheduled for such court appearance within two hours of the end of his normal shift, he shall receive a

minimum of four hours' pay at time and one-half and all hours in excess of four hours actually spent in court in any one day shall be paid for at the time and one-half rate.

12.6.1 Compensatory (Bank) Time

(a) At their option, bargaining unit employees may accumulate, at time and one-half rates, up to a maximum total of 480 hours compensatory time in lieu of receiving overtime pay for overtime actually worked. This compensatory time off will be taken subject to the existing rules covering the taking of personal days and vacation days and the bargaining unit employees may access such bank at the time of their retirement. The parties have a practice where bargaining unit employees are entitled to and receive a benefit commonly known as bank days and/or compensatory time and/or bank time. That practice shall continue unless modified hereinafter. Bargaining unit employees become entitled to bank days and/or compensatory time and/or bank time by working overtime and electing at the time the overtime is offered to, in lieu of receiving overtime pay for overtime actually worked, have the overtime hours placed in a bank log. For a ten hour shift, fifteen hours will be banked and for a fourteen hour shift, twenty-one hours will be banked. In the event ten or fourteen hour shifts are not worked, the hours to be banked will be the actual hours worked at time and one-half. For a shift (8, 10 or 14 hours) or any part thereof, the actual hours at time and one-half shall be banked. It has been the practice not to allow partial banking of these hours. The bargaining unit employee must bank all hours actually worked during this overtime period. Further, a bargaining unit employee's bank may be increased when vacation time is cancelled due to a line-of-duty injury as provided in this Agreement. A bargaining unit employee may access the bank by (1) requesting a bank day or night which will be granted pursuant to the personal leave day procedure as described in Article 21.5; or (2) receiving cash prior to retirement in the bargaining unit employee's final year of

work. Regarding cancelled vacations for line-of-duty reasons, when a bargaining unit employee is at the maximum bankable hours (480), vacation time will be assigned by the Chief of Fire.

(b) Individual bargaining unit members may use up to 220 “Bank Hours” per calendar year. Any request for Bank Leave above 220 hours will require individual approval by the Chief of Fire. 12.6 (b) shall remain in effect for a period of one (1) year from the date of ratification of this agreement and thereafter sunset unless the parties agree in writing to extend this provision.

12.6.2 Emergency Bank Hours

Individual bargaining unit members shall have the ability to use “Bank Hours” in hourly increments for emergencies. Members may request emergency time off under the following conditions:

- 1) Members working a 10-hour day shift who subsequently request emergency time off may request the balance of the hours scheduled to work are drawn from their accumulated bank hours, provided the request is made at or after 1200hrs. The member’s bank will be charged from the time of the request through the end of the shift, as detailed in Article 14, at 1800hrs. The maximum that can be drawn from a member’s bank is 6 hours.
- 2) Members working a 14-hour night shift who subsequently request emergency time off may request the balance of the hours scheduled to work are drawn from their accumulated bank hours, provided the request is made at or after 2200hrs. The member’s bank will be charged from the time of the request through the end of the shift, as detailed in Article 14, at 0800hrs. The maximum that can be drawn from a member’s bank is 10 hours.
- 3) The Chief of Fire has the right to confirm the member’s emergency situation. In the event the Chief of Fire determines an emergency situation did not exist, the member will be charged a full PL day, as is the current practice.
- 4) The member must request the hours be charged against their accumulated bank hours. In the event a member does not request the hours be charged against their bank hours,

or if the member does not have enough time in their bank to cover the requested time off, the member will be charged for a full PL day.

- 5) All other terms and conditions as written in Article 12, 12.6, shall continue as previously agreed upon. 12.6.2 shall remain in effect for a period of 1 year from the ratification of this agreement and thereafter sunset unless the parties agree in writing to extend this provision.

12.7 Rank Differentials

Effective January 1, 2008, rank differentials shall be increased for the first two years of the collective bargaining agreement (calendar years 2008 and 2009) by the following amounts as reflected in the attached Appendices:

<u>1/1/08</u>	<u>1/1/09</u>
\$300.00	\$300.00

ARTICLE 13

DISTRIBUTION OF OVERTIME OPPORTUNITY

13.1 General Principles

It is the purpose of this Article to set forth a fair and equitable system for offering of overtime opportunities within this unit so over a period of time employees similarly situated shall have relatively equal opportunities for overtime offered by the Department of Fire. It is understood that in emergencies (including the time factor), the Department of Fire may depart from this procedure and require bargaining unit employees to work overtime regardless of seniority or prior overtime worked. It is further understood that the procedure set forth in this Article shall not apply in the event of emergencies caused by weather related emergencies as determined by the Department of Fire, recall due to hazardous fires, retention after shift because of a fire, failure of relief to arrive, and in cases where there is a necessity for an officer and/or driver due to specific qualifications needed or when the overtime is worked because of a change

in an employee's shift assignment. (On making such a change of shift assignments, the Department will, where qualifications and availability permit, first change the shifts of employees who have signed the overtime preference form). In the event of an emergency, as declared by the Chief of Fire or His Designee, due to weather, hazardous fire, or hazardous incident, employees ordered to remain on duty, ordered to duty, or offered to be put on duty, shall not be charged as hours worked for equalization purposes, regardless of the number of overtime hours worked.

13.2 Procedure for Firefighters

(a) Firefighters shall sign a form, furnished by the Association, stating whether they desire to work (or not to work) overtime. This statement shall remain in effect for the duration of the contract and may be changed only effective on a January 1st or July 1st of a year covered by this agreement. From the forms furnished an overtime list will be developed of those Firefighters desirous of working overtime. New appointees shall be allowed to sign a form and thereafter be placed on the list after the new appointee is assigned to a line company. Such a new employee will be charged with the maximum overtime as noted on the applicable district list. The appropriate overtime list shall be forwarded by the Association to the Department of Fire by January 1st and July 1st of each calendar year, together with additions of appointees as they occur during the calendar year in question.

(b) District overtime lists shall be kept in **“Total Overtime Hours Worked”**. All hours of overtime, worked or refused, shall be kept in the “Total Overtime Hours Worked” log, except as stated in section 13.1 of this article. (“In the event of an emergency as declared by the Chief of Fire...”)

(c) When the Department of Fire deems that overtime is necessary, it shall be offered by the Department to off-shift members from the overtime lists forwarded to the Department and referred to above. When two members with the same number of hours in the Total Overtime

Hours Worked log are up for overtime, the member with seniority will be offered the overtime before the member with less seniority. The Department retains the right to rotate overtime opportunities between the Districts for the purpose of city-wide equalization. It is further understood that separate lists will be maintained and supplied for District Chiefs. Should an employee on the overtime list decline the offered overtime, the employee shall be charged for equalization purposes as if he had accepted it.

(d) Where possible, employees shall not be assigned overtime when the result would be that the employee involved would be on duty for 24 consecutive hours or more.

(e) Overtime equalization lists will be maintained on a district level and posted on a reasonably current basis in the applicable fire houses within the district involved.

(f) The City and Association recognize that because of vacations, inability to locate an employee, administrative error or other reasons, full equalization will not be achieved at any given time. However, where an employee is missed for any such reason, the employee will be given preference for future overtime until he is relatively equalized.

(g) The Department retains the right to require any employee to perform overtime work where use of the list fails to produce the required number of employees. Further, the Department retains the right to upgrade on-duty Firefighters or Officers rather than call in off-duty members subject to the provisions of § 21.10, subject to the parties' written agreement regarding "rank for rank", as amended (copy of which is attached).

(h) [Overtime Substitution]: Overtime, once assigned, shall be considered to be the right of the member to either work it themselves or pass it on to another member of their choice. The member who passes on their overtime shall be subject to 13.2 (c) above. The recipient of the overtime shall not lose their place on the overtime list. Members will be limited to passing up to 140 hours of overtime per year; members will be limited to receiving up to 140 hours of

overtime per year. Any request to pass or receive overtime hours beyond the 140-hour limit will require individual approval from the Chief of Fire. Article 13.2 (h) shall remain in effect for a period of 1 year from the ratification of this agreement and thereafter sunset unless the parties agree in writing to extend this provision.

ARTICLE 14

HOURS OF WORK AND SHIFT FOR LINE PERSONNEL

14.1 Shift Schedules for Line Personnel

The day shift shall run from 8:00 in the morning until 6:00 at night and the night shift from 6:00 at night until 8:00 in the morning.

14.2 Hours of Work

Firefighters shall work the average 40-hour work schedule as required by law.

14.3 Work Schedule Changes

Changes in the current shift schedule shall not be made until they are discussed with the joint standing committee and agreed to by the parties or awarded by an arbitration panel.

14.4 Shift Transfer

Whenever a bargaining unit employee is changed from one shift to another (for example C shift to an A shift) which will result in the Firefighter working 8 consecutive calendar days (either the 10 hour or 14 hour shifts), the Firefighter will be given the day off (as an X day) before commencing the new shift.

ARTICLE 15

GROUP LIFE INSURANCE

15.1 Life Insurance Provided by the City

The City shall provide \$50,000 of term life insurance for each active member of the bargaining unit, effective May 1, 2015. The City shall guarantee the benefit level regardless of cost and shall own any dividends earned. Effective January 1, 2002, the City shall provide the first \$5,000.00 of group life insurance to retirees at no cost to retiree. The Association will, if it desires, provide additional coverage for retirees (up to \$50,000), pay the premiums to cover retired members of the unit at the applicable group rate (which includes both active and retired Firefighters) under the policy.

15.2 Change of Carrier

The City will give the Association 30 days' notice prior to changing the carrier for the purpose of allowing the Association the opportunity to present its views.

15.3 Administrative Reimbursements

Any administrative reimbursement paid by the Life Insurance Carrier for work performed in administering the life insurance policy shall be forwarded to the Local 280 Life Insurance Fund, provided said Fund actually performed the administrative work involved. It is understood that the City may, at any time and at its option, take over and perform the aforementioned work, in which event the City will retain the described administrative reimbursement. In case of a takeover during the insurance year, the reimbursement will be divided pro rata between the Fund and the City.

15.4 Employee Purchase of Optional Insurance

Subject to such conditions as may be imposed by the carrier, the City will attempt to provide active Firefighters with an option to purchase, at no cost to the City, an additional \$25,000 of term life insurance. Firefighters that choose to purchase such Optional Insurance shall contract directly with the insurance carrier. The City and Local 280 are a conduit to deliver the Firefighter's premiums to the carrier. Neither the City nor Local 280 shall contribute to the Optional Insurance in any way. Participation in the Optional Insurance is completely voluntary for Firefighters. The City and Local 280's sole function with respect to the Optional Insurance is to permit publicity, without endorsing any product. Neither the City nor Local 280 shall receive any consideration related to the Optional Insurance, other than reasonable compensation for administrative services actually rendered through the Local 280 Insurance Fund.

ARTICLE 16

RETIREMENT PLAN

16.1 City Obligation

The City agrees that it will continue to provide the twenty-year retirement plan, now in effect, for all members of the bargaining unit with the practices heretofore prevailing. The one-year final average salary option specified in the Retirement and Social Security Law, Section 302 subpar. 9(d), shall be continued. Additionally, the City shall make available the program established by Section 375-i of the New York State Retirement Law. Effective April 1, 1993, the City shall adopt the benefit set forth in § 384(e) of the New York State Retirement and Social Security Law (Policemen's and Firemen's Retirement System) for members of this collective bargaining unit. On April 1, 1994, the City will withdraw from § 384(e) thereby placing unit employees hired after that date in § 384(d). This withdrawal will take place at such date closest

to April 1, 1994 as allowed by the New York State Retirement System to accomplish the purpose intended.

16.2 Section 443(f)

Effective January 1, 2003, the City shall provide, make available, and adopt the one-year final average salary pension benefits of Section 443(f) of the Retirement and Social Security Law for all bargaining unit employees. See attached Materiality Clause.

16.3 Limitations on City Liability

It is understood that the City's liability under this Article is limited to making the required contributions.

ARTICLE 17

MANAGEMENT RIGHTS

The City and Association hereby recognize that the Department of Fire has promulgated in accordance with the Charter of the City of Syracuse, rules and regulations for the orderly and efficient running of said department and amendments thereto, which rules and their amendments are incorporated in this agreement in their entirety.

The City, through its Department of Fire may amend said rules and regulations from time to time as in the opinion of said City are required to properly conclude the business of the Department. Such changes or amendments will be promptly posted and filed with the Association and will be discussed with the Association upon written request.

Any terms of this agreement which are in direct conflict with the existing rules and regulations of the Department of Fire shall supersede and take the place of those specific rules and regulations.

The omission herein of a provision regarding any established working practice shall not be construed as either a waiver of rights or a denial of responsibility. Notwithstanding the previous sentence, it is understood by the parties that except where expressly limited by a specific provision of this contract, the Fire Chief shall have the sole and exclusive right to direct and manage the Fire Department including, but not limited to, the following rights: to determine the size, composition, and organization of the Department and any sub-units therein; to determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and work schedules (subject to the provisions of Article 14); to determine what Fire Department related, or emergency work is to be performed by the Department, its place of performance, and who is to perform it; to determine the assignments and job duties; to determine what training or instructional purposes are necessary; to determine the practices, methods and means by which Departmental operations are to be conducted; and to change any such determination.

ARTICLE 18

JOINT STANDING COMMITTEE

18.1 Composition

The City and the Association shall each designate up to four representatives to form a Joint Standing Committee.

18.2 Meetings

The Joint Standing Committee shall meet monthly at times mutually agreeable to the parties and without interference to Departmental operations. If both parties consent, a meeting for a particular month may be waived.

18.3 Purpose

The purpose of the Joint Standing Committee will be to attempt an amicable resolution of any grievances that were served under Step 1 of the Grievance and Arbitration Procedure of Article 19 during the prior month and to otherwise discuss and consider matters of mutual concern.

ARTICLE 19

GRIEVANCE AND ARBITRATION

19.1 Grievance Procedure

A grievance shall be defined as a controversy, dispute or difference arising out of the interpretation or application of this contract (except for grievances concerning discipline or discharge, which will be processed in accordance with the procedures set forth in Article 20).

Step 1: The grievance shall be first presented in writing by the Association or a member to the Chief or the First Deputy Chief and shall then be considered by the Joint Standing Committee at its next monthly meeting. If the grievance involves a discipline dispute, the Joint Standing Committee will meet within one calendar week.

Step 2: If the grievance remains unresolved after Step 1, and if the parties mutually agree, there may be an additional meeting between the Mayor and/or his designee and up to three representatives of the Association. If this meeting is not held within 15 days of the Joint Standing Committee meeting at Step 1, this step will be considered completed.

Step 3: If the grievance remains unresolved after either Step 1 or Step 2, then the Association may submit the grievance in writing (copy to the City) to the Director of Conciliation of the Public Employment Relations Board ("PERB") with a demand for arbitration of the grievance in conformance with PERB's rules and procedures for its voluntary grievance procedure for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. The Association may alternatively submit the grievance (copy to the City) to the American Arbitration Association ("AAA") for the selection of an arbitrator to resolve

the grievance in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding on both parties to this contract. The fees and expenses of the arbitrator and PERB or AAA shall be shared equally by the City and the Association.

19.2 Limitations on Arbitrator's Authority

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this contract, nor shall he have authority to render any decision which conflicts with a law, ruling or regulation binding upon the City, nor to imply any obligation on the City which is not specifically set forth in this contract. Awards may not be retroactive beyond 30 days prior to service of the written grievance on the City.

19.3 Time Limitations

If a Step 1 written copy of the grievance was not served on the City within 30 days of the act, occurrence or event giving rise to the grievance, or if the grievance was not submitted in writing to the American Arbitration Association (copy to the City) within 30 days after the completion of Step 1 or Step 2, the grievance will be deemed waived and there shall be no right to arbitration. The time limits set forth in this section may be waived only by mutual written agreement between the parties.

ARTICLE 20

DISCIPLINARY DISPUTES

20.1 Procedure in Disciplinary Disputes

Firefighters who have completed the 12-month probationary period pursuant to Civil Service Law, shall have any dispute involving discharge or discipline resolved pursuant to the procedures of Article 20.2 through 20.6. All Firefighters shall have the right to refuse a polygraph test at any time and no unfavorable inference shall be drawn from said refusal.

20.2 Procedures In Disciplinary Disputes

In the event of a dispute concerning the discipline or discharge imposed upon a Firefighter, the following procedures shall be followed:

Step 1: Within ten calendar days after presentment of disciplinary charges upon the Firefighter, the Firefighter must serve written notice as described in Section 20.3, if he desires to elect to follow the Step 2 and Step 3 procedures of this Section. Failure to make a timely election shall automatically mean that the procedures of Section 75 of the Civil Service Law shall be followed, and there shall be no right to arbitration under the provisions of this Agreement. If the Firefighter waives his Section 75 rights and makes a timely election for arbitration, then the remaining Steps will be followed.

Step 2: Following either initial tentative disciplinary action (e.g., suspension for misconduct pending further investigation or reprimand pending further investigation) or where the initial disciplinary action taken was final (e.g., imposition of 90 days' suspension without pay or demotion or discharge), there shall be a meeting within 5 days of the election or within 8 days of the disciplinary action, whichever is first, if requested by the Association between up to three representatives of the Chief and up to three representatives of the Association for the purpose of discussing the case and arriving at a just and equitable settlement. Both the Chief and the Association may be represented by counsel during this meeting. If a Firefighter who is not a member of the Union is represented by his/her own attorney, the non-member's attorney may also attend the meeting upon the non-member's request.

Step 3: The parties shall utilize panels designated by PERB or the American Arbitration Association in arbitrating matters of discharge and discipline under this Article. If an Agreement is not reached in Step 2, the Association, or to the extent required by law, the non-member's attorney, may file in writing (copy to the City) a demand for arbitration with PERB or the American Arbitration Association. The finding of the arbitrator shall be final and binding upon the parties. If such written request for arbitration is not served on the City within 30 calendar days of the imposition of final discipline, the dispute shall be deemed waived, and there shall be no right to arbitration or recourse to Section 75 proceedings.

20.3 Effect of Election

To elect the procedures set forth in Steps 2 and 3 of Section 20.2, the Firefighter must file a written notice of such election with the Chief within the time limits set forth in Step 1 of Section 20.2. Such election must include a written waiver of all rights under Section 75, including limitations as to type or degree of punishment or to any right to reinstatement under Section 75, or otherwise, pending final determination by the arbitrator selected, or to the holding of a hearing within a 30-day period of suspension without pay.

20.4 Departmental Investigation

It is understood that, notwithstanding an election by the Firefighter to follow the procedures of Steps 2 and 3 above, the Department may investigate the facts surrounding the grievance in any manner it deems appropriate, subject to the terms of this Agreement, including the conduct of a hearing as authorized pursuant to Section 75 of the Civil Service Law. However, should the Chief, in his discretion, decide to hold such a hearing, the Firefighter under investigation shall not be bound by the results of said hearing, nor shall he be obligated to appear in person or by counsel. Counsel for the Association shall have the right to examine the transcript and exhibits of the Section 75 hearing, if held, and to make copies thereof at the Association's expense.

20.5 Conduct of Arbitration Hearing

In any arbitration hearing held under the provisions of this Article, both the Department and the Firefighter involved shall have the right to be represented by counsel and to present witnesses and engage in the cross-examination of witnesses presented by the other party. The arbitration hearing shall be a de novo proceeding, and a decision shall be made by the arbitrator on the basis of the legal evidence as presented at the arbitration hearing. The arbitrator is

mandated either to accept the departmental penalty or to reject it in full or to fashion a lesser penalty if such is in his judgment required, but the arbitrator may not remand to the parties for the creation of alternative remedies. The fees and necessary expenses of the arbitration proceedings shall be shared equally by the City and the Association. Each party shall bear the expense of the preparation and presentation of its own case. If a non-member pursues arbitration, the fees and necessary expenses shall be shared equally by the City and the non-member. The non-member and the City shall bear the expense of the preparation and presentation of its own case. Nothing herein shall require the Union to process discipline grievances on behalf of non-members.

20.6 Limitations on Arbitrator's Authority

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Contract, nor shall he have authority to render any decision which conflicts with a law, ruling or regulation binding upon the City by a higher authority, nor to imply any obligation on the City which is not specifically set forth in this Contract.

20.7 Prior Discipline

Any bargaining unit employee receiving any prior written or oral discipline other than time off shall have such discipline eliminated from the individual's record after a period of 24 months.

20.8 Abidance to Existing Procedures

Consistent with §209-a.1(e) of the Civil Service Law, the City agrees that until such time as a 2011 (or 2011 and beyond) collective bargaining agreement is reached either through negotiations, or imposition, it will abide by the disciplinary procedures set forth in the existing collective bargaining agreement, notwithstanding any court cases or decisions such as In the

Matter of Town of Orangetown, and In the Matter of Patrolman's Benevolent Association of the City of New York, 6 N.Y. 3d 563 (2006), it being understood and agreed that the parties reserve their respective rights and arguments relating to the applicability of the arguments and holdings provided for In the Matter of Town of Orangetown, and In the Matter of Patrolman's Benevolent Association of the City of New York, after such time.

ARTICLE 21

MISCELLANEOUS PROVISIONS

21.1 Civil Service Lists

The City shall request that the Civil Service Commission provide that there be an existing list for appointment to any and all ranks at all times.

21.2 Bereavement or Funeral Leave

The City will provide bargaining unit employees with three days of funeral or bereavement leave under the following provisions:

The employee actually attends the funeral of his spouse, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, step parent, step child, brother-in-law or sister-in-law.

The City will provide the next three days scheduled work days for funeral or bereavement leave as of the date of notification from the employee. Funeral or bereavement leave shall not include rest days and, should circumstances require additional flexibility, may be taken as a non-continuous block of time off. Upon request from the Chief of Fire or his designee, the employee may have to provide written documentation for the non-continuous block of time off benefit.

The City will reimburse any employee who had previously scheduled vacation, personal, “bank” day(s), or Y or Z day(s), but no reimbursement will be made for a day(s) in which an employee was on sick or disability leave.

21.3 Reopener Clause

If during the term of this agreement the members of the bargaining unit of the Police Department of the City of Syracuse actually receive any general wage increase in their salary applicable to all or substantially all of their members from any source whatsoever, then and solely in that event, it is agreed that the Association shall have the right to reopen this contract and negotiate the salary provision only. If the right to reopen arises, the Association, if desirous of negotiating salary, shall notify the City in writing within 30 days after the Police salary becomes effective, or shall have been deemed to have waived their reopener rights.

The parties agree this “reopener clause” shall not be applicable for the period January 1, 2008 through December 31, 2010.

21.4 Savings Clause

Should any term or provision of the contract be in conflict with any State or Federal Statute or other applicable law or regulation binding upon the City, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this contract will continue in full force and effect.

21.5 Personal Leave Day

Each member of the unit averaging 12-hour shifts shall be granted two personal leave days per year and each member of the unit on regular 8-hour shifts shall be granted three personal leave days per year; both subject to the rules and regulations of the department which are not inconsistent with the following conditions:

- (a) Leave shall be granted to the first member applying at least 2 days before the requested leave date unless a genuine emergency exists on the requested leave date;
- (b) Where a request is made 30 or more days in advance, seniority shall prevail;
- (c) Personal Leave and Bank Leave requests will be 3 per shift.

Personal leave days may be carried over year to year; provided that the maximum accumulation for any Firefighter of personal days applicable to prior calendar years may not exceed three personal leave days for line personnel and four personal leave days for staff at any one-time period.

21.6 Union Representation

If any member of the bargaining unit is formally confronted by a superior relative to possible disciplinary action concerning job performance, the Association must be notified 48 hours in advance of such confrontation unless there is need for summary action. If summary action is required, an attempt must be made to notify an Association official before the meeting with the affected employee proceeds.

21.7 No Strike

The Association agrees that it shall not engage in a strike or other concerted stoppage of work or slowdown; nor shall it cause, instigate, encourage or condone such action.

21.8 Working Out of Job Title

When a member of the unit is assigned by the City to perform work of a higher classification for one full shift or more (10 hours on day shift, 14 hours on night shift), such employee shall receive supplemental compensation, raising his pay for the time worked on such shift to the per diem rate of the rank to which he was temporarily assigned.

In applying this Section, the following principles are agreed to:

- (a) There will be no increased compensation for a Lieutenant acting as a Platoon Commander in the absence of a Captain.
- (b) A Firefighter acting as a Platoon Commander in the absence of a Captain will receive Lieutenant's pay.
- (c) Excluding vacation, a Captain's position may be filled in the normal manner for two complete eight day periods. Absences beyond that will be filled by a Floating Captain or a Lieutenant designated to act as a Captain. When a Lieutenant is "designated" to act as Captain, then the Lieutenant receives out of title pay for Captain.
- (d) Pay for acting out of title will be handled in the same manner as overtime payment (i.e. placed on payroll upon completion of eight-day period).

21.9 Temporary Assignment to Higher Classification

When an assignment to temporary out-of-title work in a higher classification is available for one or more full shifts, the senior employee available shall receive the assignment unless a junior employee is "head and shoulders" superior to the senior eligible employee or employees.

21.10 Car Allowance

Employees who are required by the City to use their personal cars for City Business on a full-time basis will receive \$1,200 per year prorated on a bi-weekly basis for all car related expenses. In the event such an employee ceases for any reason to so use his car, this extra payment will cease. The City will no longer supply 12 gallons of gas per week to such employees. Other employees who are required by the City to use their personal cars for City business on other than a full-time basis will be reimbursed at the rate of 16¢ per mile.

21.11 YZ Days

The present method of scheduling YZ days shall be continued for the duration of this contract.

21.12 Parking

Should the City take away parking previously provided bargaining unit employees, it will notify the Union at least 90 days prior to the change and meet with the Union for the purpose of providing, if possible, satisfactory alternative parking arrangements.

21.13 Drug and Alcohol Policy

The parties have agreed to a Drug and Alcohol Policy, a copy of which is attached hereto as an Exhibit.

21.14 Jury Duty

The City agrees that when a bargaining unit employee is mandated by law to attend jury duty, that employee will not sustain any loss in his economic benefits as a result of satisfying such jury duty requirement (regardless of the length of time for jury duty). For example, should a bargaining unit employee be required to attend jury duty for a fourteen (14) day period, that bargaining unit employee would have no reduction in his weekly economic benefits or other economic benefits and no additional requirement for work due to satisfying the jury duty requirement. Furthermore, there will be no pro ration of benefits as a result of the time spent on jury duty. Whenever the employee receives written notice of jury duty requirements, the employee must advise the Chief of Fire's Office.

21.15 Emergency Sick Leave Bank

(a) Eligibility

The City and the Union, realizing the economic effects of a long term illness on any Employee, have joined together in establishing a voluntary Emergency Sick Leave Bank. All Employees who are represented by the bargaining unit of the Union and have completed at least

one (1) year of continuous City service, shall be eligible to join. Membership is earned when an Employee voluntarily contributes two (2) days of their earned sick leave time to the Bank.

(b) Emergency Sick Leave Board

- (i) An Emergency Sick Leave Board consisting of three (3) members (Trustees), of the bargaining unit, shall be appointed by the Union President for a term coinciding with the term of the President.
- (ii) The Board shall administer the Bank, be responsible for the accepting and recording of members, maintaining records regarding the number of sick leave days in the Bank, and acting on each application for benefits submitted to it, within ten (10) working days.
- (iii) Decisions by the Board are final, subject to City approval that the Board acted in compliance with Section d.(1) of this Article. If the City rejects the Board's determination and finds that the Board did not act in compliance with d.(1), the dispute will immediately be filed with the permanent arbitrator (James R. Markowitz) for a hearing and final determination.

(c) Contributions

- (i) All completed Emergency Sick Leave Bank Contribution forms must be received by the Board by the last of December each year or on dates mutually agreed to between the Union and the City.
- (ii) Once a contribution has been made, it MAY NOT be withdrawn. Payroll clerks and/or the person responsible for the time and attendance records will distribute contribution forms supplied to them by the Union.
- (iii) When the Board decides that the Bank's remaining number of sick days has reached a level that requires further contributions, they will notify each member of this fact in writing, and will request a further contributor of one (1) or more days. Membership in the Bank can only be maintained by complying with such request. Non-compliance will not result in previously contributed sick leave time being returned.

(d) Eligibility For Benefits

- (i) An enrolled member who has exhausted all of their accumulated time credits and is suffering from a prolonged or disabling illness or mental incapacitation and is not entitled to benefits as defined in Section 207-a of the General Municipal Law is eligible to apply to the Sick Leave Bank. When applying for Emergency Sick Leave the Employee shall simultaneously request Extended Sick Leave. A completed "Application for Emergency Sick Leave Bank Benefits" form shall be provided to the Board with any documentation deemed necessary by them with regard to the nature and duration of the disabling condition. The Board shall have the right to disapprove an application for appropriate reasons, including improper use of accumulated time credits, i.e., suggesting a pattern of absences. The Board shall also have the right, at any time, to consult with independent medical practitioners.
- (ii) After finding that the application meets the requirements described above, the initial application may be granted for up to twenty (20) working days.

(e) Renewal of Application

If after making its original determination it is found that a member's recovery shall require more than twenty (20) working days, the Board shall reconvene to determine renewal of the application for up to an additional twenty (20) working days. However, the maximum number of days the Board may allocate for any one illness shall not be for more than one (1) work year.

21.16 Seniority

The parties acknowledge that pursuant to an Opinion and Award acknowledged March 16, 1999, an award was rendered regarding seniority which the parties have chosen not to memorialize in this contract.

21.17 Medal Recipient Day Off

A bargaining unit employee who is the recipient of a Class One medal awarded at the Police and Fire Medal Ceremony, and who is scheduled on the day shift of the day of the Medal Ceremony, shall be entitled to the day shift off provided the Firefighter attends and participates in the Medal Ceremony.

21.18 General Municipal Law §207-A Procedure

A copy of the General Municipal Law § 207-a policy is attached hereto as Appendix C.

21.19 Training

The Union agrees to participate in additional training which will result in increased productivity in safety and training and participate in revenue producing programs such as resource recovery, the terms of which are to be agreed upon.

21.20 Certain Historical Information (Staffing)

For the period January 1, 2008 through December 31, 2010, the staffing of the Fire Department shall be not less than that which currently exists which includes (a) 75 Firefighters, Lieutenants, and Captains staffing each shift for operation on fire apparatus and fire suppression; and supervised by (b) three District Chiefs; and (c) one Deputy Chief. Effective September 1, 2011, the City shall have the right to reduce 75 Firefighters, Lieutenants and Captains to 73 Firefighters, Lieutenants and Captains and shall be obligated to continue this through December 31, 2012.

The staffing provisions under this Agreement shall expire with the expiration of this Agreement and shall not continue after the expiration of this Agreement, absent a successor agreement. The parties agree that the Triborough Law (Civil Service Law §209-a(1)(e)) and the Triborough Doctrine shall have no application to the staffing provision.

The parties acknowledge that the staffing provision as set forth above is a material element of this Agreement.

21.21 Vacancy/Promotions

The parties acknowledge that as a result of this agreement, the City will have financial flexibility to address the issue of vacancies in the Fire Department, including promotions, at times when it determines to be appropriate.

21.22 Gender Neutral Clause

Whenever a gender pronoun or other language is utilized in this document, it shall refer to both male and female.

21.23 Printing of Collective Bargaining Agreement

Upon the completion of the collective negotiating process between the parties, the agreed upon collective bargaining agreement shall be printed by a printer and in a number mutually agreed upon, the Union shall pay the printing costs, and the City shall reimburse the Union one-half of such printing costs within thirty (30) days of submitting the invoice for the aforementioned printing.

21.24 First Responder Status

All members of the Department will be required to maintain their Certified First Responder status as a term and condition of employment. The City accepts the responsibility to train a recruit firefighter to this level. Training and testing will be provided by the city to maintain this skill level for all firefighters. The City will provide remediation to retest one failure for recertification. Any member who fails two attempts at recertification jeopardizes their position with the Department.

21.25 Residency

All newly hired unit members shall reside in the City for a minimum of five years.

21.26 Firefighter Substitutions (Work-fors)

Bargaining unit employees who may legitimately require more than 6 complete shift substitutions per calendar year may request permission in the usual manner. Final approval for more than 6 complete shift substitutions per calendar year will come from the Administrative Deputy Chief, consistent with the Rules and Regulations of the Department.

21.27 375-i(p)

The parties agree to consider the Union's proposal for a 375-ip benefit along with other options, as a part of a larger continuing discussion concerning employee retention strategies. The parties further agree that these discussions do not obligate the parties to enter into an agreement concerning any retention options discussed and will not be subject to compulsory interest arbitration. It is further understood that this agreement to continue discussions will sunset effective June 30, 2020, or sooner if the parties mutually agree.

ARTICLE 22

EMERGENCY MEDICAL CERTIFICATION STIPEND

Unit members who obtain any of the below listed medical certifications shall receive annual stipends as follows:

CFR-D (Certified First Responder Defibrillator)	\$ 200
EMT-D (Emergency Medical Technician Defibrillator)	\$ 500
EMT-I (Emergency Medical Technician Intermediate)	\$ 750
EMT-CC (Emergency Medical Technician Critical Care)	\$1,000
EMT-P (Emergency Medical Technician Paramedic)	\$1,250

The stipend for a certification held during a given year shall be paid in a lump sum by February 1 of the following year. Payment for a certification achieved during the year shall be prorated to the portion of the year during which the certification was held.

ARTICLE 23

MODIFICATION OF CONTRACT

23.1 Changes During Contract Term

The City and the Association may, by mutual agreement, modify, delete or add to the provisions of this contract during its term; but no such supplemental agreement or understanding will be binding on the parties unless approved in writing by the Mayor and the Association.

23.2 Negotiations for New Contract

Nothing in Section 22.1 shall be construed as requiring either the City or the Association to enter into negotiations prior to 150 days before the termination of this contract.

23.3 Involuntary Transfers

In the event a Firefighter (including Officers) is transferred, against his choice, to another house the Union President may bring such matter to the Chief or his designee for discussion. If such conference fails to resolve the dispute, there will be another conference with the Union President and his designee and the Chief and his designee (who shall be a person outside of the Fire Department). It is understood that the final determination shall be made by the Chief and shall not be subject to arbitration.

23.4 Statutory Provision

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the

additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

23.5 Miscellaneous

If, during the final year of this Agreement, the Association believes that a compulsory interest arbitration award and/or negotiated settlement with the Syracuse PBA creates a disparity after the term of this agreement, the Association shall so notify the city and request the parties meet to assess the disparity.

ARTICLE 24

TERMINATION

This contract shall be effective as of the first day of January, 2018 and shall remain in effect until midnight of the 31st day of December, 2020.

IN WITNESS WHEREOF, the City and the Association, by their duly authorized representatives, have executed this Contract on the ____ day of _____ 20__ at Syracuse, New York.

SYRACUSE FIRE FIGHTERS
ASSOCIATION, LOCAL 280,
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

THE CITY OF SYRACUSE

By: _____
Paul Motondo, President

By: _____
Ben Walsh, Mayor

APPENDIX A
BASE SALARY SCHEDULE
1/1/2018 – 6/30/2018

Hired Before July 1, 2011

Fire Fighter – Entry Level	\$44,255
Fire Fighter 1	\$54,773
Fire Fighter 2	\$59,794
Fire Fighter 3	\$61,681
Fire Fighter 4	\$63,553
Fire Fighter 5	\$65,898
Fire Lieutenant	\$74,337
Fire Captain (incl. Asst. Fire Equip. Sup.)	\$80,683
Fire District Chief (incl. Fire Equip. Sup.)	\$87,051

Hired on or after July 1, 2011

Fire Fighter – Entry Level	\$44,255
Fire Fighter 1	\$53,263
Fire Fighter 2	\$57,767
Fire Fighter 3	\$60,020
Fire Fighter 4	\$62,273
Fire Fighter 5	\$64,524
Fire Fighter 6	\$65,898
Fire Lieutenant	\$74,337
Fire Captain (incl. Asst. Fire Equip. Sup.)	\$80,683
Fire District Chief (incl. Fire Equip. Sup.)	\$87,051

***NOTE: ALL FIRE FIGHTERS BELOW GRADE 6 SHALL RECEIVE IN-GRADE INCREMENTS ON THE ANNIVERSARY DATE OF THEIR EMPLOYMENT.**

APPENDIX A
BASE SALARY SCHEDULE
7/1/2018 – 12/31/2018

Hired Before July 1, 2011	
Fire Fighter – Entry Level	\$45,140
Fire Fighter 1	\$55,868
Fire Fighter 2	\$60,990
Fire Fighter 3	\$62,915
Fire Fighter 4	\$64,824
Fire Fighter 5	\$67,216
Fire Lieutenant	\$75,824
Fire Captain (incl. Asst. Fire Equip. Sup.)	\$82,297
Fire District Chief (incl. Fire Equip. Sup.)	\$88,792
Hired on or after July 1, 2011	
Fire Fighter – Entry Level	\$45,140
Fire Fighter 1	\$54,328
Fire Fighter 2	\$58,922
Fire Fighter 3	\$61,220
Fire Fighter 4	\$63,518
Fire Fighter 5	\$65,814
Fire Fighter 6	\$67,216
Fire Lieutenant	\$75,824
Fire Captain (incl. Asst. Fire Equip. Sup.)	\$82,297
Fire District Chief (incl. Fire Equip. Sup.)	\$88,792

***NOTE: ALL FIRE FIGHTERS BELOW GRADE 6 SHALL RECEIVE IN-GRADE INCREMENTS ON THE ANNIVERSARY DATE OF THEIR EMPLOYMENT.**

1/1/2019 – 12/31/2019

Hired Before July 1, 2011

Fire Fighter – Entry Level	N/A
Fire Fighter 1	N/A
Fire Fighter 2	N/A
Fire Fighter 3	N/A
Fire Fighter 4	N/A
Fire Fighter 5	\$ 68,560
Fire Lieutenant	\$ 77,340
Fire Captain (incl. Asst. Fire Equip. Sup.)	\$ 83,943
Fire District Chief (incl. Fire Equip. Sup.)	\$ 90,568

Hired on or after July 1, 2011

Fire Fighter – Entry Level	\$ 46,043
Fire Fighter 1	\$ 55,415
Fire Fighter 2	\$ 60,100
Fire Fighter 3	\$ 62,444
Fire Fighter 4	\$ 64,788
Fire Fighter 5	\$ 67,130
Fire Fighter 6	\$ 68,560
Fire Lieutenant	\$ 77,340
Fire Captain (incl. Asst. Fire Equip. Sup.)	\$ 83,943
Fire District Chief (incl. Fire Equip. Sup.)	\$ 90,568

***NOTE: ALL FIRE FIGHTERS BELOW GRADE 6 SHALL RECEIVE IN-GRADE INCREMENTS ON THE ANNIVERSARY DATE OF THEIR EMPLOYMENT.**

1/1/2020 – 12/31/2020

Hired Before July 1, 2011

Fire Fighter – Entry Level	\$ N/A
Fire Fighter 1	N/A
Fire Fighter 2	N/A
Fire Fighter 3	N/A
Fire Fighter 4	N/A
Fire Fighter 5	\$ 69,931
Fire Lieutenant	\$ 78,887
Fire Captain (incl. Asst. Fire Equip. Sup.)	\$ 85,622
Fire District Chief (incl. Fire Equip. Sup.)	\$ 92,379

Hired on or after July 1, 2011

Fire Fighter – Entry Level	\$ 46,964
Fire Fighter 1	\$ 56,523
Fire Fighter 2	\$ 61,302
Fire Fighter 3	\$ 63,693
Fire Fighter 4	\$ 66,084
Fire Fighter 5	\$ 68,473
Fire Fighter 6	\$ 69,931
Fire Lieutenant	\$ 78,887
Fire Captain (incl. Asst. Fire Equip. Sup.)	\$ 85,622
Fire District Chief (incl. Fire Equip. Sup.)	\$ 92,379

***NOTE: ALL FIRE FIGHTERS BELOW GRADE 6 SHALL RECEIVE IN-GRADE INCREMENTS ON THE ANNIVERSARY DATE OF THEIR EMPLOYMENT.**

APPENDIX B

Longevity Schedule

Year of Employment	Longevity \$\$\$ Earned	Year of Employment	Longevity \$\$\$ Earned
1	\$0	19	\$1,700
2	\$0	20	\$1,900
3	\$0	21	\$2,000
4	\$0	22	\$2,100
5	\$0	23	\$2,200
6	\$0	24	\$2,300
7*	\$400	25	\$2,400
8	\$500	26	\$2,500
9	\$600	27	\$2,700
10	\$700	28	\$2,900
11	\$800	29	\$3,100
12	\$900	30	\$3,300
13	\$1,000	31	\$3,500
14	\$1,100	32	\$3,700
15	\$1,200	33	\$3,900
16	\$1,400	34	\$4,100
17	\$1,500	35	\$4,300
18	\$1,600	*	Top Grade

APPENDIX C

GENERAL MUNICIPAL LAW §207-A PROCEDURE

Section 1. Preamble

This policy is intended to provide a procedure to regulate the application for, the award of, and/or redetermination of benefits under §207-a of the General Municipal Law (hereinafter referred to as “GML §207-a”).

Section 2. Definitions

1. Firefighter - A duly appointed Firefighter (regardless of rank) for the City of Syracuse.
2. Chief – the Fire Chief or his designee
3. Performance of Duty - Those duties engaged in by a Firefighter that are covered under GML §207-a.
4. Accrued Leave Credits - Includes sick leave (S or O), personal leave days (PL), vacation (V) and at the Firefighter’s request, bank days.

Section 3. Notification and Application

- a. Notification - A Firefighter shall notify the on-duty supervisor as soon as practicable of any injury, or re-injury, or aggravation of an injury which occurred on duty. In the event of not notifying the supervisor as soon as practicable, the Firefighter shall notify the supervisor prior to the cessation of the shift on which the Firefighter is working. Failing to do the above, the Firefighter shall notify the supervisor within twenty-four (24) hours of the incident. The purpose of such notification is to provide the City with the opportunity to investigate and determine the facts and circumstances involved in the incident.
- b. Written Application – The GML §207-a application must be made in the written form(s) contained in the incident packet (copy attached), which application must be completed by the Firefighter. The application and incident packet must be completed by the Firefighter and filed with the Chief’s Office as soon as practicable, but in no event more than seventy-two (72) hours after the incident. In the event that the Firefighter is physically or mentally unable to complete the written application, another individual may do so and have it filed with the Chief’s Office. Subsequent to the filing, the Firefighter will be given a copy of the application stamped with the date of receipt. The Firefighter shall also complete the attached Notice relating to the Firefighter’s obligation to report earnings while receiving GML §207-a benefits.

- c. Miscellaneous - The GML §207-a application shall be deemed untimely unless the above notification occurs and the written application is received in the Fire Chief's Office as described above. Notwithstanding the above, the Fire Chief shall have the discretion to excuse the failure to notify and/or file the written application within the required time upon a showing of good cause, which shall not unreasonably be withheld. The Chief may consider if late notice of injury has any prejudicial effect on the City.

Section 4. Medical Records

The Chief, in his discretion, may require that additional medical information be provided as necessary to make an Initial Determination. Upon demand, the Firefighter shall provide written authorization in the form of a HIPPA compliant medical release to enable the City to obtain copies of the Firefighter's medical records from the Firefighter's treating physician(s) or other health care providers. The medical release shall be limited to those documents and/or records that are directly or indirectly associated with the injury.

At the written request of the Firefighter, the City will provide the Firefighter with a copy of the medical records and medical reports received by the City; additionally, upon request, the City will provide copies of other medical records and medical reports received by the City as a result of the City's representatives or experts examining the Firefighter on behalf of the City.

Section 5. Status Pending Initial Determination of Benefit Eligibility

In the event the City offers a light duty position to a Firefighter claiming entitlement to GML §207-a benefits while the decision to such claim is pending, and the Firefighter is medically able to perform the requested light duty, such light duty work shall be performed. In the event a Firefighter asserts an inability to perform regular or restricted duties while the application for GML §207-a benefits is pending, and if requested by the City, the Firefighter shall cause to be provided to the City, a separate supporting medical report from the treating physician, which medical report shall specifically state the medical basis (including objective findings), which support said physician's opinion as to the Firefighter's inability to perform regular or restricted duties. In the event that the GML §207-a benefit is denied pursuant to Section 6 hereof and the Firefighter elects to demand a review of said determination pursuant to Section 9 hereof, the Firefighter shall have the option to use all available Accrued Leave Credits to remain on the payroll until such time as a determination is rendered pursuant to this Procedure, or until said Accrued Leave Credits have been exhausted.

During the pendency of a Firefighter's application for GML § 207-a benefits, the City shall have the permissive authority (but not an obligation) to pay any medical bills relevant to the claimed injury underlying the application that are incurred by the Firefighter; and the City shall also have the permissive authority (but not an obligation) during the pendency of said application to provide medical leave to the applicant prior to requiring utilization of said applicant's Accrued Leave Credits. The City's election to so pay any medical bills or to so provide medical leave shall be inadmissible as evidence in any review had hereunder, and shall be non-prejudicial to any ultimate determination made under this Procedure or any appeal therefrom.

Section 6. Initial Determination

The Chief, or his designee, shall render a written decision on the application for GML 207-a benefits after receipt of all information necessary to render a determination. A copy of the written determination shall be delivered to the Firefighter at the address specified in the application or by interoffice mail. In the event of a denial, the denial letter will inform the Firefighter of the reasons for such denial and of the appeal rights provided in this procedure. Failure to so provide documentation requested by the Chief will result in the application for benefits being denied.

If the initial determination is a denial, and the firefighter feels he has new information that is relevant to the claim, the firefighter shall have 30 days from the date of the determination, to submit new information. After receipt and review of the additional information, the Chief, in his sole discretion, may uphold, reconsider or modify his initial determination.

In the event the Chief has not rendered a decision within sixty (60) days from the time that a complete application (with all necessary supporting medical documents and/or reports as determined necessary by the Chief) has been provided to the City, the Firefighter shall have the right to utilize CPLR Article 78 to seek an Order to compel a determination by the Chief.

Section 7. Reinstatement of Benefits

In the event that a Firefighter is found eligible for GML §207-a benefits, all Accrued Leave Credits used pursuant to the application process will be restored for the period of time that the Firefighter is found eligible for said GML §207-a benefits. Notice of this will be forwarded to the appropriate parties.

Section 8. Review Procedure of Chief's Determination

In the event that the Firefighter is not satisfied with the determination rendered by the Chief pursuant to Section 6, the Firefighter shall within thirty (30) days of receipt of the Chief's determination file a written demand for review of said determination. Said demand for review shall be processed pursuant to Section 9 hereof.

Section 9. Determination Review Procedure

- a. In the event that a Firefighter wants to compel a review of the Chief's determination made pursuant to Section 6 hereof, the City shall initiate the process for the appointment of the arbitrator for such purpose from a list provided by AAA or Cornell University ADR, as selected by the City. In selecting the arbitrator, the parties shall alternatively strike names from the list of arbitrators provided by AAA or Cornell University ADR, as applicable. Such list shall contain an odd number of arbitrators.
- b. The standard of review to be employed by the arbitrator shall be that standard that is used by courts when reviewing governmental determinations pursuant to CPLR § 7803(3) (i.e., the Chief's determination shall be overturned only upon a showing

that the determination was affected by an error of law or was arbitrary and capricious). The arbitrator's failure to apply this standard in reviewing the Chief's determination shall be grounds for vacature of the arbitration award, in accordance with CPLR § 7511(b)(1)(iii).

- c. The record to be reviewed by the Arbitrator shall be limited to the evidence that was presented to the Chief pursuant to Sections 6 or 10 hereof.
- d. Each party's counsel fees (if any) shall be the responsibility of the party incurring such services. The parties shall jointly bear the cost, fees and expenses of the arbitrator, except as provided herein.
- e. The Arbitrator shall render a written decision concerning the results of the review. If the Arbitrator determines that the Chief's determination was arbitrary and capricious, or otherwise affected by an error of law pursuant to the standard of review contained in CPLR §7803(3), then the matter shall be remanded to the Chief for further appropriate consideration and action. The arbitrator's decision must contain an explanation of the rationale for so concluding that the Chief's determination was arbitrary and capricious or otherwise affected by an error of law. If the Firefighter is aggrieved by any said further actions or determination as made by the Chief, further review thereof shall be pursuant to this Section.
- f. The Arbitrator shall have the right to allocate any portion of his/her costs, fees and expenses to the Firefighter, in the event that the Arbitrator determines the Firefighter's arguments, proof, evidence, or position as presented are frivolous and without merit.
- g. The Arbitrator's Decision may be reviewed in a court action before the Supreme Court, Onondaga County pursuant to the standard of review set forth in Article 75 of the CPLR.

Section 10. City Review and Termination of Granted Benefits

If the Chief determines for any reason that a Firefighter previously granted GML §207-a benefits is no longer entitled to such benefits, the Chief shall issue a return to work order (full duty or light duty) or an order terminating benefits pursuant to this section. If the Firefighter disagrees with the order and asserts a continuing entitlement to benefits, the Firefighter shall cause to be provided to the City a separate supporting medical report from the treating physician, which medical report shall specifically state the medical basis (including objective findings) which support said physician's opinion and conclusion causally relating the disability to the performance of duties.

In the event that no medical report from the Firefighter's treating physician is provided as required above, the Chief's order shall be final and the termination of §207-a benefits shall occur automatically.

If a Firefighter disagrees with the order and where the Firefighter has complied with the requirements to provide a separate supporting medical report from the treating physician and to provide any additional information from the treating physician, as may be requested by the City, then the Firefighter may request review of the order under Section 9. Such review shall be commenced by the Firefighter notifying the Chief, in writing, of such review within ten (10) business days of receipt of the order. The Firefighter shall provide to the Chief a medical report (as delineated in this section) from the treating physician supporting the Firefighter's claim of continued inability to perform the work for which the Firefighter has been assigned. The provision of said medical report to the Chief is a mandatory prerequisite to a review proceeding under Section 9.

During the review process, the Firefighter shall not be required to report to work, and shall continue to receive GML §207-a benefits. The review procedures shall be those contained in Section 9 of this Procedure. In the event that the Chief's determination is sustained, the Firefighter must reimburse the City for the value of benefits received during the pendency of the review process. Such reimbursement shall be effected in a manner to be determined by the arbitrator.

Section 11. Disability Retirement

Any Firefighter who claims entitlement to what is commonly called the "supplemental" benefit pursuant to GML §207-a(2) as a result of being entitled to accidental or performance of duty disability benefits under the New York State Police & Fire Retirement System shall, within four (4) months of the date of the decision/determination of the Retirement System purportedly entitling the individual to the supplemental benefit, request in writing such benefits by the City. Failure of the individual to so apply for such benefits within four (4) months of the above-referenced Retirement System's decision/determination shall preclude the Firefighter from entitlement to GML §207-a(2) benefits.

Section 12. Outside Employment

A Firefighter who is receiving GML §207-a payments or benefits and who engages in any employment (except as so authorized by GML §207-a) shall immediately forfeit any entitlement to GML §207-a benefits and shall immediately pay to the City the value of any GML §207-a benefits already received by the Firefighter.

Section 13. Right to Representation

Any Firefighter hereunder shall have a right to a representative of his or her choosing, and at his or her own cost, at any stage of this procedure, and shall be given a reasonable opportunity to consult and obtain a representative and/or counsel.

Section 14. Effective Date of Procedure

This Procedure shall take effect upon the date that the 2015-2017 Labor Agreement by and between the City of Syracuse and Syracuse Firefighters Association Local 280, International Association of Firefighters, AFL-CIO, CLC Labor Agreement is fully executed by the parties, and it shall apply to all claims for GML §207-a benefits brought after said date.

Section 15. Savings Clause

In the event that any Article or Section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific Article, Section, or portion thereof shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any Article, Section, or portion of this procedure, either party shall have the right to immediately re-open negotiations with respect to a substitute for such invalidated Article, Section, or portion of this provision.

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

TO COLLECTIVE BARGAINING AGREEMENT

WHEREAS the City of Syracuse (hereinafter the "City") and the Syracuse Firefighters Association Local 280, IAFF, AFL-CIO (hereinafter the "Union") are signatory to a collective bargaining agreement and are bound to terms and conditions of a compulsory interest arbitration award; and

WHEREAS the City and the Union are agreeable to amending the wages, hours and working conditions of the bargaining unit.

NOW, THEREFORE, the parties agree as follows:

1. Article 7.2 of the parties' contract provides as follows:

There will be no change in the Group Medical Insurance Policy now in effect without the written mutual agreement of the Association and the City.

2. The parties are agreeable that the bargaining unit shall have offered to them by representatives of POMCO, the opportunity for different and changed administration and health benefits than currently exist. When the bargaining unit is afforded information regarding the changed administration and health benefits a representative of the current health insurance provider shall be present and afforded the opportunity to market and explain the current administration of and level of benefits that currently exist.

3. To the extent any bargaining unit employee accepts and enrolls in the new health insurance program for the new administration of and level of health benefits recommended by POMCO, such changes shall cease effective December 31, 1997. Thereafter, the

administration of and level of benefits provided for in the parties' contract shall be reinstated.

4. The parties state the reasons for offering the proposed changes to the administration of and level of benefits by POMCO are to provide economic savings to the City.

5. The parties confirm that no other changes in the wages, hours or working conditions of the bargaining unit will occur absent mutual written consent.

CITY OF SYRACUSE

DATED: 4/18/96

BY: *Roy A. Bernadi*
Roy Bernadi, Mayor

SYRACUSE FIREFIGHTERS ASSOCIATION
LOCAL 280, IAFF, AFL-CIO

DATED: 4-16-96

BY: *Richard Kuhl*
Richard Kuhl, President

DRUG AND ALCOHOL POLICY

DRUG AND ALCOHOL POLICY
BETWEEN THE
CITY OF SYRACUSE
AND THE
SYRACUSE FIREFIGHTERS ASSOCIATION
LOCAL 280, IAFF, AFL-CIO

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DRUG and ALCOHOL POLICY
BETWEEN THE
CITY OF SYRACUSE
AND THE
SYRACUSE FIREFIGHTERS ASSOCIATION
LOCAL 280, IAFF, AFL-CIO

ARTICLE 1. PURPOSE

A. To establish a drug and alcohol policy ("Policy") aimed at preventing accidents and injuries resulting from the misuse of drugs and/or alcohol by employees of the City of Syracuse's Department of Fire ("Department"), represented by the Syracuse Firefighters Association Local 280, IAFF, AFL-CIO ("Union"). Additionally, it is the intent of this Policy to preserve and protect the integrity of the bargaining unit represented by the Union as a whole, as well as the safety of its individual members and the public. Definitions of terms used in this policy are described in **APPENDIX A**.

B. This policy defines rules and procedures in order to deter on duty and pre-duty drug and alcohol use which would cause on duty impairment. It is the objective of this Policy to:

- 1) Detect and eliminate the possibility that personnel will perform firefighting duties and activities while under the influence of drugs and/or alcohol;
- 2) Provide reasonable measures for the detection of personnel not fit to perform activities within the scope of this Policy;
- 3) Maintain a work place free of illegal drugs and/or alcohol; and

- 4) Inform bargaining unit members ("members") through education, in-service training and other appropriate forums about drug and/or alcohol use, its effects and abuse.

C. This drug and alcohol testing program was initiated at the request of the Department. The Department assumes sole responsibility for the operation, administration, and implementation of this Policy.

D. The parties agree to meet and negotiate in good faith regarding any issues which develop in the course of the implementation and application of this Policy. The parties further acknowledge that this obligation is ongoing and that each will make a good faith effort to resolve any issues which may arise.

ARTICLE II. PROCEDURE FOR IMPLEMENTATION OF THIS POLICY

A. The Department shall use all reasonable efforts to provide members with a copy of this Policy; and

B. The Department is responsible to train all individuals as to the implementation of this Policy; and

C. When training is complete, each member will sign a statement, a copy of which is attached hereto as **APPENDIX B**.

D. All members shall be provided a copy of any positive drug and/or alcohol testing results. In the event of a negative test, the Fire Surgeon or his designee shall provide a statement that the test was either not positive or negative.

E. This drug and alcohol policy is subject to the grievance and arbitration procedures outlined in the current bargaining agreement only under the following conditions:

Bargaining unit employees shall be subject to the pre-determined and agreed upon penalties, with no recourse to the collective bargaining agreement grievance or binding arbitration provisions to challenge the harshness of the penalty. Rather, any challenge to the above-listed disciplinary penalties is limited to invalidity of the test because of failure to follow the procedural requirements and testing procedure under the Department of Transportation Regulations and the collective bargaining agreement and a violation of the bargaining unit employee's due process rights in the administration of the test. The penalty of termination is subject to the terms and conditions of the collective bargaining agreement regarding grievance and/or arbitration without the above-referenced limitations.

ARTICLE III. TRAINING

A. All members will receive formal training dealing with effects and consequences of drug and alcohol use on personal health, safety and the work environment and manifestations and behavioral clues indicative of drug and alcohol use. This training will be conducted by the Department's designated provider. Documentation of this training will be maintained by the Department.

B. All members will receive additional training on the physical, behavioral and performance indicators of probable drug and alcohol use, so as to assist them in better decision making with regard to reasonable suspicion testing. This training will be conducted by the

Department's designated provider. Documentation of this training will be maintained by the Department.

C. The Chief of Fire or designee ("Chief") shall receive the same aforementioned training.

D. All new hires will receive the training as identified in Article III - Sections A and B above.

ARTICLE IV. ALCOHOL POLICY

A. PROHIBITED CONDUCT.

1) No member shall report for duty or remain on duty while having a blood alcohol concentration ("BAC") of .02% or greater. The Department shall not permit a member to perform or continue to perform firefighting duties or activities if it has actual knowledge that the member has a BAC of .02% or greater.

2) A member shall not use alcohol while on duty. The Department shall not permit any member to perform or continue to perform firefighting duties or activities if it has actual knowledge that the member is using alcohol while performing firefighting duties, activities or functions.

B. TESTING - REASONABLE SUSPICION.

1) When a member is suspected of being under the influence of alcohol, it must be brought to the attention of his/her appropriate supervisor.

2) It will be the responsibility of the appropriate supervisor to notify the Chief, who will then notify the Union President or designee ("Union President") of the above-referenced suspicion.

3) The member will be interviewed by the appropriate supervisor, the Chief, and the Union President. Such interview may not commence without the Union President unless it would delay the interview by more than one (1) hour from the time of the above-referenced notification to the Union President.

4) The Union President shall have the right to participate at all stages of this process. Such process shall not be delayed beyond the aforementioned one (1) hour period.

5) If the Chief determines there is reasonable suspicion to warrant immediate testing based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of a member, the Chief is authorized to order testing.

6) Upon reaching a decision to proceed to testing, the Chief shall:

- a) Notify the member that testing will be conducted; and
- b) Accompany the suspected member and Union President, if the Union President is available in accordance with Article IV - Section B.3 and 4 above, to the designated provider, where the member will be tested; and
- c) Call in additional members, if necessary, to maintain required staffing.

7) A written record shall be made of observations leading to reasonable suspicion, signed by the supervisor and/or person who made the observations, within one (1) hour of the observed behavior.

8) Upon completion of testing, the Chief will take the appropriate actions as mandated by this Policy.

9) The Department shall not administer a reasonable suspicion alcohol test more than one hundred eighty (180) minutes following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this Policy have been violated.

10) Notwithstanding the absence of a reasonable suspicion alcohol test, the Department will not permit any member to report for duty or remain on duty while the member is under the influence of, or impaired by, alcohol, as shown by the behavior, speech and performance indicators of alcohol misuse, until an alcohol test is administered and the member's BAC measures less than .02%.

11) If a member is suspected of violation of this Policy but cannot be tested, through no fault of the member, the member shall be sent home with pay. Any written document (pursuant to Article IV - Section B.6 or otherwise) shall be expunged from the member's file. In no event shall a member be disciplined or deemed in violation of this Policy without administration of a positive BAC test, as described herein, except as specifically provided for in Sections IV.F.2 and IV.G.3 below.

12) The Union President will provide the Department with a list of members who are the Union President's designees for purposes of this policy. Such list may be changed at any time by the Union President.

C. ADMINISTRATION OF THE TEST.

1) Alcohol testing will be administered by a certified Breath Alcohol Technician ("BAT"),¹ trained in utilizing an evidential breath testing device ("EBT") that conforms to the

¹ The BAT must complete successfully a NHTSA model course.

requirement promulgated at the Department of Transportation ("DOT"), 49 CFR Part 40.² The EBT used for testing shall meet the standards promulgated at DOT 49 CFR Part 40 and have a quality assurance plan ("QAP") developed by the manufacturer to ensure proper calibration.

2) If the initial test reveals a BAC of .02% or greater, a confirmatory EBT test must be performed fifteen minutes after the initial test. The confirmatory EBT test will produce the only result from which disciplinary action may be taken. The EBT sample will be analyzed only to determine a member's BAC and for no other purpose. The Department will ensure that alcohol test information is maintained in a strict and confidential manner. A positive alcohol test shall only be established if the confirmatory test is .02% or greater ("positive alcohol test"). Testing will be conducted in a location that affords visual and aural privacy to individuals being tested.

3) Testing authorized by this Policy shall be commenced as soon as possible, but no later than one hundred eighty (180) minutes from the Chief's determination of reasonable suspicion, as specified in Article IV - Section B.4. The member will be compensated for all time associated with the testing at his/her appropriate rate of pay if the results are less than .02% BAC.

4) The member shall identify, at the time the specimen is collected or thereafter, any prescription and non-prescription medications that s/he is currently taking and if requested, within seventy-two (72) business hours, shall provide appropriate documentation.

² While for purposes of convenience, this Policy references DOT procedures and regulations, the Department acknowledges that members are not required to maintain Commercial Driver's Licenses and, consequently, any other DOT procedures and regulations do not apply to firefighters.

5) If the confirmatory EBT test results are less than .02% BAC, any records required pursuant to Article IV - Section B.6 and any records of testing shall be expunged from the member's file.

6) All test results will be treated as strictly confidential, with access within the Department only on a need to know basis. In no event will the results be released to the public, unless ordered by a Court of competent jurisdiction.

7) Administration of the test may only occur while the employee is on duty, except where otherwise agreed upon.

8) During a new bargaining unit employee's probationary period, unannounced alcohol testing may occur while on duty.

D. INCOMPLETE TESTING.

If a test cannot be completed, or if any event occurs that would invalidate the test, the BAT shall, if practicable, begin a new test, using a new breath alcohol testing form with a new sequential test number, as long as it is within the one hundred eighty (180) minutes as specified in Article IV - Section B.8 above.

E. FOLLOW-UP TESTING.

1) After a positive alcohol test follow-up drug and alcohol tests shall be given only if a determination is made by the Substance Abuse Professional ("SAP") that the member is in need of assistance in resolving problems associated with misuse of drugs and/or alcohol.

2) These are unannounced drug and alcohol tests conducted only when a member is on duty, which are completed within eighteen (18) months from the member's return to duty, with the actual frequency and number of tests determined by the SAP.

3) The member will be compensated for all time associated with follow-up testing at the member's regular rate of pay.

F. REFUSAL TO SUBMIT TO TESTING.

1) A member shall not refuse to submit to an alcohol test or a follow-up test required under this Policy. The Department will not permit a member to perform firefighting duties or activities subsequent to a refusal to submit to an alcohol test or follow-up test as required under this Policy.

2) A refusal by a member to submit to testing is the equivalent of an alcohol test revealing a BAC of greater than .02%. A refusal to be tested shall be defined as a refusal by a member to complete and sign the breath alcohol testing form, to provide breath, to provide an adequate amount of breath, or otherwise failing to cooperate with the testing process in a way that prevents the completion of the test.

3) The BAT shall record such refusal in the remarks section of the form. The testing process shall then be terminated and the BAT shall immediately notify the Chief.

G. CONSEQUENCES FOR MEMBERS.

1) A member shall not perform any firefighting duties or activities within twenty-four (24) hours of commencement of the shift during which the member was found to have engaged in prohibited conduct.

2) Consequences for violating this Policy may include:

a) Referral to an evaluation by a SAP; and/or

b) Participation in any substance abuse program required by the SAP;

and/or

c) Certification by the SAP of completion of the required substance abuse program, if any. The member shall receive pay for any time subsequent to the aforementioned penalties if the member is continuing in the required substance abuse program required by the SAP and which attendance prevents the member from performing duties. Those involved will use their best efforts to schedule the aforementioned attendance during off duty. The only exception to this will be in-patient treatment for which the employee shall only be entitled to sick leave; and/or

d) Follow up testing; and/or

e) Discipline, up to and including discharge, in accordance with Article IV - Sections G.3, 4, 5 and 7 below.

3) If a member refuses to submit to a reasonable suspicion test or follow-up test, the member shall be treated as if s/he took and failed the test (i.e. BAC of .02% or greater).

4) The first time a member violates this Policy, by testing .02% or greater BAC, s/he shall be suspended without pay, for four (4) consecutive scheduled shifts, to include the day of testing.

5) The second violation of this Policy, by testing .02% or greater BAC and/or by testing positive for drugs (as prescribed below), will result in a suspension without pay for eight (8) consecutive scheduled shifts, to include the day of testing.

6) No member shall return to work for any purpose while suspended, and shall not substitute any leave accruals in lieu of suspension.

7) A third violation of this Policy, by testing .02% or greater BAC and/or by testing positive for drugs (as prescribed below), shall result in termination.

8) A violation of this Policy shall remain in a member's record for three years from the date of the last incident. At the conclusion of the three-year period, all records of the violation shall be purged and cannot be used by the Department in any way, including for purposes of progressive discipline.

9) Prior to any determination of reasonable suspicion, members who voluntarily ask for assistance in dealing with an alcohol problem shall not be disciplined by the Department. In no way shall such request for treatment be deemed a violation of this Policy or admissible against the member in a proceeding involving the alleged violation of this Policy.

10) If a member is called for any overtime and is under the influence of alcohol, the member must decline the overtime.

V. DRUG POLICY.

A. PROHIBITED CONDUCT.

1) No member shall report for duty or remain on duty while under the influence of illegal drugs or under the influence of prescription drugs which renders them unfit for duty.

2) Illegal drugs:

a) The use, possession and/or sale of an illegal drug(s) while on or off duty is prohibited by the Department.

b) The use, possession and/or sale of an illegal drug(s) while on duty shall be cause for discipline, to include termination.

c) Any convictions of the use, possession and/or sale of illegal drug(s) while on duty shall be cause for disciplinary actions by the Department per the Collective Bargaining Agreement.

d) Any felony convictions of the use, possession and/or sale of illegal drug(s) while off duty shall be cause for termination by the Department per the Collective Bargaining Agreement.

3) Prescription Drugs:

a) A member shall not possess any prescription drug while on duty or reporting for duty unless the drug was prescribed for that member by a licensed medical practitioner.

b) The member has the responsibility to use such prescribed drug(s) in the manner, combination and quantity so prescribed by the licensed medical practitioner.

c) It is the members' responsibility to inform their licensed medical practitioner of the duties and responsibilities of firefighting duties, as outlined in the Civil Service Job Specifications, as may be modified by the Department with the Civil Service approval, prior to the dispensing of a prescribed drug for that member's use. This is to insure the Department and the public that this drug would have no adverse effect in that member's performance of duties.

B. MEMBERS SUBJECT TO TESTING.

1) During a new hiree's probationary period, unannounced drug testing may occur while on duty.

2) Any member whose conduct or actions on duty, give rise to a reasonable suspicion of having engaged in the unlawful use of controlled substances.

3) Any member involved in an occupational accident involving personal injury requiring medical treatment or property damage where there is reasonable suspicion that the

member's use of drugs could have been a contributing factor to the accident. No member shall be ordered to submit to drug testing without the prior approval of the Chief.

C. SPECIMEN COLLECTION PROCEDURES.

1) The collection process shall be conducted as follows: Urine samples will be collected under the supervision of the staff of the designated provider. The designated provider will be required to follow the federal procedures (DOT regulations) to insure compliance with all necessary laboratory certificates, proper training of its personnel, testing procedures and chain of custody procedures. The Chief and the Union President are authorized to be present. Collection of the specimen may take place with the authorized observers in the area, but without direct observation.

2) The specimen taken will be divided into two aliquots and each container will be sealed, dated by the collector and initialed by the member being tested. One sample will be forwarded by the trained medical person of the designated provider to the certified or registered testing laboratory designated by the provider. The second sample, upon the member's request, shall be sent to an independent certified laboratory to confirm the results of the test. Prior to the analysis of the second sample the member is required to assume all costs associated with the analysis of the second sample unless the second sample produces a negative test result in which case the member shall be reimbursed in full for the cost of the second test. The second sample must follow all chain of custody procedures as established by the designated provider or it will be considered invalid.

D. TESTING LABORATORY.

All drug testing will be performed by a laboratory duly certified by the Department of Health and Human Services (DHHS) utilized by the designated provider. The testing facility will use the cutoffs testing methodology set forth in Article V, Section F.2 below.

E. COSTS.

Costs pertaining to the collection and testing of samples, which are required by the Department, will be born by the Department. A member who chooses to have the second sample analyzed will do so at his/her own expense except as provided above. The time spent by a member in undergoing Department ordered drug tests will be considered working time. If outside of the member's regular shift, the member will be paid at the member's regular rate of pay for two hours.

F. TESTING PROCEDURES.

1) The initial drug test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. All specimens identified as positive in the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. A member will not be considered as having tested positive for drugs unless he exceeds the applicable level for both the initial and confirmatory tests.

2) The drugs, or classes of drugs, for which employees will be tested, as well as the initial and confirmatory positive/negative test levels, shall conform to the most current DOT standard, as amended from time to time, which at the time of the execution of this agreement are as follows:

Drugs	Initial Test Level ng/ml	Confirmatory Test Level ng/ml
Marijuana metabolites	50	15
Cocaine metabolites	300	150
Opiate Metabolites	2000	
Morphine		2000
Codeine		2000
Phencyclidine	25	25
Amphetamines	1,000	
Amphetamines		500
Methamphetamines		500
Barbiturates		
Methaqualone	300	200
Benzodiazepines	200	200

3) The MRO will conduct a final review of all positive test results to assess possible alternative medical explanations for the positive test results before they are reported to the Department's designated representative, and before any action is taken to remove the employee from duties. If the member provides appropriate documentation and the MRO determines that there is a legitimate medical use of the prohibited drug, the test result will be reported as negative and the test shall not be reported to the Department's designee. (For a definition of the MRO, please refer to Appendix A).

G. EFFECT OF POSITIVE TEST RESULT.

1) Any newly hired bargaining unit employee, during their probationary period whose test exceeds the applicable level for both the initial and confirmatory tests shall be terminated.

2) Any member, beyond his probationary period, testing positive pursuant to the above levels will be suspended without pay for eight (8) consecutive scheduled shifts, and directed to complete a Substance Abuse Program as required by the Department's designated provider. The Department may impose additional discipline where warranted because of work

related misconduct by the member but such additional discipline, if any, will be subject to the disciplinary grievance and arbitration procedure of the Collective Bargaining Agreement. If the member is unable to return to work following the eight (8) shift suspension period because of treatment in a required in-patient rehabilitation program, as determined by a SAP, the member is eligible for paid sick leave if s/he otherwise meets the applicable requirements. Any required outpatient rehabilitation program, as determined by a SAP, beyond the eight (8) shift suspension period shall not result in the loss of any further economic benefits to the member.

3) Following completion of the suspension period, the member must pass a drug test before being allowed to return to active duty ("Return to Duty Test"). A member who successfully passes this Return to Duty Test will be reinstated and must also undergo any such rehabilitation procedures as required by a SAP. In addition, such member will undergo unannounced follow up drug and/or alcohol testing, at such times during his/her scheduled working hours, as may be required by the SAP, during a period of eighteen (18) months from the date of his/her reinstatement, unless otherwise agreed.

4) Should the member's second violation under the drug policy, to include the Return to Duty Test, be for alcohol at a level of .02% or greater BAC, then the member will be suspended without pay for eight (8) consecutive scheduled shifts.

5) Any member who tests positive twice for drugs, to include the Return to Duty Test, without regard to the particular substance or substances involved, within any thirty-six (36) consecutive month period will be terminated from his/her employment with the Department.

H. REFUSAL TO SUBMIT TO TESTING.

Any member who refuses to take a drug test, after being so ordered, shall be treated as if that member had tested positive on the test.

I. GENERAL PROVISIONS.

1) Any adulterated switching or substitution of a test specimen by a member will constitute a positive test and may result in termination at the discretion of the Chief.

2) Should a member be terminated as a result of testing under the drug policy, the drug testing results performed pursuant to this Policy may be used against the member by the Department in any civil or criminal proceeding.

3) If a member, past his probationary period, is tested pursuant to Article V - Section B.2 or 3, and tests negative on such test, s/he will be reimbursed for the cost of the analysis of the second sample drug test s/he may have elected under the provisions of Article V - Section C.2.

4) If a member is called for any overtime and is unable to perform firefighting duties while under the influence of prescription or over-the-counter medications, the member must decline the overtime.

5) A member shall be suspended with pay pending the results of the drug and/or alcohol testing.

ARTICLE VI. REFERRAL, EVALUATION AND TREATMENT

A. The Department shall provide to all members its information regarding the resources available for evaluation and resolving problems associated with the misuse of drugs and/or alcohol.

B. The Department shall require that each member who engages in conduct prohibited by this Policy, be evaluated by a SAP who shall determine what assistance, if any, the member needs in resolving problems associated with drug and/or alcohol misuse. The costs

associated with this evaluation and rehabilitation shall, to the extent available, be covered by the Department's health insurance policy.

C. Members are required to comply with the treatment and directives of the SAP. If a member fails to comply with the SAP's directives, the member may be disciplined by the Department for failure to do so. To the extent the member disagrees with the SAP directives and the Department takes disciplinary action, the member has the right to retain a medical expert (at the member's expense), provide that medical expert's opinion to the Department and absent an agreement, challenge the Department's discipline and/or the SAP's directive by use of the grievance/arbitration procedures in the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Drug and Alcohol Policy
this 13th day of October, 20045

SYRACUSE FIREFIGHTERS
ASSOCIATION LOCAL 280,
IAFF, AFL-CIO

CITY OF SYRACUSE

By: James Ennis
9/21/05

By: W. David Durrall
10/13/05

By: _____

By: _____

APPENDIX A

DEFINITIONS:

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol. Also as any substance, prescription or nonprescription (over-the-counter) drug that has an alcohol content.

Alcohol Use: The consumption of any beverage, mixture or preparation including any medication containing alcohol.

Blood Alcohol Concentration (BAC): The content of alcohol in an individual's blood.

Breath Alcohol Technician (BAT): An individual who operates an evidential breath testing device and instructs and assists individuals in the alcohol testing process.

Department's Designated Provider: A licensed laboratory licensed by New York State which provides drug and alcohol testing services for all firefighting members.

Drug: Any substance, other than alcohol capable of altering mood, perception, pain level or judgment of an individual using such substance.

Evidential Breath Testing Device (EBT): A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List (CPL) of Evidential Breath Measurement Devices.

Illegal Drug: Indicates any drug or controlled substance (narcotic, hallucinogen, stimulant, depressant, etc.) in which use, sale or possession is illegal in the State of New York.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by the Department's use of this Drug and Alcohol Policy, who has knowledge of substance abuse and/or alcohol disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his/her medical history and any other relevant biomedical information.

Members: Any employee of the Department that is part of the bargaining unit that is represented by Union.

On Duty: On duty does not include attending educational/business/social functions or when not working on a scheduled shift.

Prescription Drug: Indicates any medically approved substance prescribed with medical justification (diagnosis, prevention or treatment) for an individual as determined by a licensed medical practitioner.

Reasonable Suspicion: Reasonable suspicion shall be based upon training, objective facts or testimony from credible sources, and shall include, by example, but not limitation: aberrant or erratic behavior on the job, as determined by the Chief.

Shift: A shift shall be either a 10 hour day or 14 hour night or a staff schedule.

Substance Abuse Professional (SAP): A licensed physician (Medical Doctor or Doctor of Osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors' Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

APPENDIX B
DRUG and ALCOHOL POLICY
TRAINING COMPLETION FORM

Date: _____

I, _____ have received a copy of the **DRUG AND ALCOHOL POLICY (D&A Policy)** between the **CITY OF SYRACUSE** and the **SYRACUSE FIREFIGHTERS ASSOCIATION LOCAL 280, IAFF, AFL-CIO**.

(Print member's name)

I have received the prescribed in-service training as outlined in Article I. B. 4. I have had the D&A Policy explained to me by the Department's representative. I have had full opportunity to review and ask questions of the Department and its representatives regarding the Drug and Alcohol Policy to understand the D&A policy's provisions and consequences.

(Member's Signature)

RCC\CEB\SYRFF280DRUG-ALCOHOLfinalDOC

MATERIALITY CLAUSE

ATTACHMENT
MATERIALITY CLAUSE

1. The parties, subsequent to receipt of the Martin F. Scheinman Compulsory Interest Arbitration Award for 1994 -1995, met, conferred and negotiated an alteration of the Scheinman Compulsory Interest Arbitration Award and established a term or condition of employment commonly called the vault benefit. Certain operational aspects of the vault benefit are contained in Exhibit 1 attached hereto, which is part of the parties' 2000/2001 collective bargaining agreement as amended by Arbitrator Markowitz's Compulsory Interest Arbitration Award for 1999-2000.

2. The Scheinman Compulsory Interest Arbitration Award provided for additional time off for the bargaining unit due to Arbitrator Scheinman providing the bargaining unit with "parity" as a result of the Syracuse PBA bargaining unit having a change in its work schedule, commonly called "the wheel".

3. The parties have negotiated a collective bargaining agreement commencing January 1, 2002, that results in Local 280 agreeing to, among other things, termination of the vault benefit effective December 31, 2002, and the bargaining unit receiving an additional retirement option (commonly called "final average salary" – Section 443(f)) for bargaining unit

employees. The parties recognize and agree that if the Syracuse PBA's work schedule materially is altered, either party has the right to demand and require collective negotiations pursuant to the Taylor Law on this subject. Failure to reach an agreement on altering the then existing collective bargaining agreement as a result of the aforementioned material change, grants either party the right to submit this issue to compulsory interest arbitration before Arbitrator Jeffrey M. Selchick, as the neutral panel member. In the event Arbitrator Selchick is not available, another agreed-upon arbitrator shall be agreed upon and/or shall be determined by utilizing the arbitration selection procedures provided for in the Taylor Law. The parties will not delay in commencing and completing this collective negotiations and/or compulsory interest arbitration procedure. The parties agree that the arbitrator shall have authority to amend the parties' collective bargaining agreement as impacted by the material change in the Syracuse PBA wheel. The City contends, among other things, that if the rationale for the vault benefit (which existence was the basis for agreeing to the aforementioned additional retirement benefits) is materially affected by a change in the PBA wheel, than the bargaining unit should contribute more for the costs of the additional retirement benefits. The Union contends, among other things, if the Syracuse PBA wheel is materially altered, the

PBA bargaining unit received consideration for such change, which consideration justifies not altering the parties' agreed-upon terms and conditions in the contract.

4. The parties have conferred with Arbitrator Selchick on November 26, 2002 to discuss and bring clarity to their positions such that Arbitrator Selchick is aware of this issue, in the event he is called upon to participate in this matter.

EXHIBIT 1

6.4 Reduction in Work Schedules

A. Effective June 1, 1994, Firefighters shall have their regular work schedules reduced by forty-eight (48) hours per year. Only Firefighters on the City's payroll as of August 16, 1995 shall be eligible for this reduction in annual work schedules. Those Firefighters who have hours in their "vault bank" as a result of the parties establishing a "vault bank" shall continue to have entitlement to such hours less any distribution that may have been made.

B. For 1995, 1996, 1997 and 1998, each bargaining unit employee shall receive a forty-eight (48) hours addition to their "vault bank". The vault bank is not the same as the compensatory bank. Any bargaining unit employee employed on or after January 1, 1998 shall receive a pro rata share of their forty-eight (48) hours "vault bank" entitlement that may be applicable to their respective hire date.

prematurity of the grievance, provided the grievance is filed subsequent to June 30, 2001. If for any reason, there is a delay in the arbitration process and an award is rendered after January 1, 2002, the City retains the right to implement a work schedule adjustment on January 1, 2002 without negotiating with Local 280 regarding either the decision to implement the Award, or the effects of such a decision, but such adjustment shall be consistent with the position of Local 280 until the arbitrator's award directs otherwise. Local 280's position is, among other things, that the bargaining unit, pursuant to the Scheinman Arbitration Award, is entitled to the then existing work schedule, plus the YZ days, plus an additional forty-eight (48) hours off. This Agreement is made by the parties without precedential effect or prejudice to either party's position and neither party shall refer to the terms or the implementation of such terms in a subsequent arbitral, administrative or legal proceeding, except to the extent necessary to seek compliance of this Agreement.

RANK FOR RANK AGREEMENT

AGREEMENT

11/15/01

1. *This experimental agreement is made the 26th day of November, 2001, between the City of Syracuse (City), and IAFF Local 280 (Union). This agreement will remain in force from 08:00, January 1, 2002 and will expire at 08:00, January 1, 2003. It may be renewed for subsequent years if mutually agreed to on or before Nov. 15 of the current year. It is non-precedent setting and shall not be introduced as evidence in any matter of dispute between the parties.*
2. *The purpose of this agreement is to provide a framework for modifications to the current "rank-for-rank" policy that is mutually beneficial to the City and the Union.*
3. *For purposes of "rank-for-rank", all company officers, whether Lieutenants or Captains, will be treated as one group, known as "Company Officers". This includes only line firefighting companies (engine, truck, and rescue companies.) Other support groups, even if working on line shifts, are not included. Other "support groups" includes, but may not be limited to, "light squad, light duty" or another group as determined by the Chief of Fire, under the City's managerial rights.*
4. *Company officers may be assigned to line companies by the City without distinction between the ranks of Lieutenant and Captain. Out-of-Title pay will be awarded to Lieutenants, (working in place of a Captain), only in accordance with the provisions of Article 21.9c of the Collective Bargaining Agreement. When available manpower is such that "swings" will be made, and more Company Officers are available on one shift than required, the City may choose to swing a Company Officer. When this is done, the swing (1 or 2 days or nights) will be assigned to the most junior Lieutenant (time in grade) available. The next swing due a Company Officer on that shift shall go to the next most junior Lieutenant available, etc. Captains will not swing.*
5. *The vacation policy for next year will be "company based", similar to what was used prior to 1999. (e.g. see Prov. Order 41, Vacation and Leave Policy for 1998.)*

6. *When the 8-day manpower is created, (48 hours prior to its implementation) a Company Officer shall be assigned to each company for each tour. Subsequent to the makeup of the 8-day manpower, any officer vacancy that arises will be filled by an officer, provided that the City receives at least 48 hours advance notice of the vacancy. If the City receives less than 48 hours advance notice of an officer vacancy, a firefighter may work out-of-title, but the City will make every reasonable effort to fill the vacancy with an officer within the limitations of the current minimum staffing established by the Chief of Fire.*
7. *Each District Chief shall maintain a Company Officer overtime list. Company officers shall be placed on the list according to seniority on the department and without regard to rank or time in grade. The hiring of company officers for overtime opportunities shall follow the same procedures as those for line firefighters, as outlined in the agreed upon procedures between the City, the Union and/or the Collective bargaining agreement. Non-line officers shall be placed on the appropriate list, only if line qualified.*
8. *Settlement of Company Officers OT hours will be based on the following formula as of December 29, 2001:*

An average number of hours will be determined for all Captains. (As of 10/17/01 this is: 6324hrs divided by 21 CPT,s = 301 hr. avg.). An average number of hours will be determined for each shift of Lieutenants. (As of 10/17/01 this is approximately "A" = 401; "B" = 396; etc.)

Captains that are at or above the captain's average, will immediately be assigned the number of hours held by the average Lieutenant on their shift.

Captains that are below the captains average will continue to accrue hours as individual captains until they reach the Captain's average. Then they will immediately be assigned the number of hours held by the (previously determined) average Lieutenant on their shift. Lieutenants hours will not be altered by this agreement.

When a firefighter is promoted to lieutenant: If the Firefighter is ahead of the average Company Officer on his shift, he keeps his accrued hours and waits for the other officers to catch up. If the Firefighter is behind the average Company Officer on his shift, he is assigned the hours of the average Company Officers on his shift.

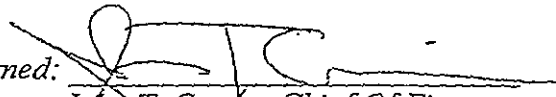
When a Lieutenant is promoted to Captain: He/she keeps their existing accrued number of hours.

When a Captain is promoted to District Chief: He/she is assigned the hours of the highest District Chief (all shifts)

When a member is transferred from shift to shift, independent of promotion, (and regardless of rank), his/her number of overtime hours is retained.

9. *This agreement shall not be precedent setting and may not be used by either party in any arbitration or legal proceeding, except to the extent necessary to implement and execute this agreement, should there be a dispute arising as to the interpretation of this agreement.*

Signed:



*John T. Cowin- Chief Of Fire
Syracuse Fire Department
City of Syracuse*

Signed:



*Richard F. Kuhl- President
Syracuse Fire Fighters Assoc.
Local 280, IAFF, AFL-CIO*

Dated:

11/27/01

Dated:

11/29/01

DENTAL AGREEMENT

ADDENDUM TO 2008-2010
LABOR AGREEMENT
between
THE CITY OF SYRACUSE, NEW YORK
and
SYRACUSE FIREFIGHTERS ASSOCIATION LOCAL 280,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC

Effective September 1, 2009, employees who elect employee only dental coverage under the Group Dental Insurance Plan will pay \$8.35 per month and employees who elect family dental coverage under the Group Dental Insurance Plan will pay \$16.52 per month with the City paying the remainder of such costs. Also, effective September 1, 2009, the annual per person dental benefit will no longer be capped at \$1,500.

IN WITNESS WHEREOF, the City and the Association, by their duly authorized representatives, have executed this Addendum to the 2008-2010 Contract on the 4th day of November 2009 at Syracuse, New York.

SYRACUSE FIRE FIGHTERS ASSOCIATION,
LOCAL 280, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

By: Thomas Sexton
Thomas Sexton, President

THE CITY OF SYRACUSE

By: Matthew J. Driscoll
Matthew J. Driscoll, Mayor