

**Agreement Between
City of Cortland, New York**



-and-

**Cortland Professional
Fire Fighters Association**



**IAFF LOCAL 2737
January 1, 2009—December 31, 2010**

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ARTICLE I
PREAMBLE AND PURPOSE

- A. This collective bargaining agreement is entered into and between the City of Cortland, New York (hereinafter The City) and the Cortland Professional Firefighters Association (hereinafter The Association).
- B. The purpose of this collective bargaining agreement is to secure the prompt and equitable disposition of grievances/disputes, and to establish wages, hours and working conditions for the bargaining unit members covered by this collective bargaining agreement.

ARTICLE II

ASSOCIATION RIGHTS

- A. The City recognizes the Association as the sole and exclusive bargaining representative for the bargaining unit members of the Fire Department and Public Safety Department of the City, including firefighters, captains and electricians; excluding the Fire Chief, Assistant Fire Chiefs, Public Safety Superintendent, office/clerical employees and all other employees of the City.
- B. The Association affirms that it does not assert the right to strike against the City, to assist or participate in any such strike, or to impose any obligation upon its members to conduct, assist or participate in such a strike. The term "strike" means any strike or other concerted stoppage of work or slowdown by public employees.
- C. The parties agree to commence negotiations for a successor collective bargaining agreement by the simultaneous exchange of proposals six months prior to the expiration date of this collective bargaining agreement.
- D. The City agrees to deduct from the compensation of each bargaining unit member covered by this agreement, an amount of money in payment of the uniform dues of the Association, for any bargaining unit member of the Association who has authorized such deduction in writing on a dues deduction authorization form which meets the requirements of the General Municipal Laws of the State of New York and all other applicable laws. Payroll deduction of Association dues under the properly executed form shall become effective at the time the form is executed and delivered to the City.

Deduction shall commence on the next full pay period after such delivery to the City and shall be made bi-weekly thereafter from the pay of the bargaining unit member until such time as the authorization form has been revoked by written notice to the City from the bargaining unit member and/or the Association. The Association agrees to hold the City harmless from any and all liability or damages the City may sustain as a result of making the payroll deductions provided for in this collective bargaining agreement.

- E. The Association shall have the right to post notices and communications on a designated bulletin board maintained on the premises and facilities of the City, subject to the approval of the contents of such notices and communications by the Mayor or his designee. Such approval shall not be unreasonably withheld.
- F. The Association representative(s) shall have the right to visit bargaining unit members during working hours for the purpose of adjusting grievances/disputes, and administering the terms and conditions of this collective bargaining agreement, such visitation rights being only at a time and place agreed upon by the City and the Association, and further providing that no undue interruption of any bargaining unit member's duties or responsibilities occurs.

The City shall not unreasonably withhold such approval. Bargaining unit member(s) who are designated or selected to adjust grievances/disputes, or to assist in the administration of this collective bargaining agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill such obligations, provided such obligations do not interfere with their regular assignments.

G. Bargaining unit members, elected or appointed to represent the Association, shall be granted extra leave time to perform their Association functions, including, but not limited to, attendance at regular and special meetings, conventions, seminars, conferences, and activities of the New York State Professional Firefighters Association or the International Association of Fire Fighters. Any absence thereof shall be considered extra authorized personal leave time; provided, however, that the President and/or his designees shall be entitled to a total maximum of 10 days extra leave time per year; provided further, however, if circumstances permit the Association shall notify the City at least five days in advance of the function.

The Association President and/or his designees shall be granted five (5) additional days extra leave time to perform Association related duties as outlined in this collective bargaining agreement. These five days off can not create overtime at the time of submittal, unless otherwise permitted contractually herein.

H. The City agrees to provide liability protection in accordance with the provisions of the Public Officers Laws of New York State and all other applicable laws, covering the bargaining unit members which are covered by this collective bargaining agreement against claims which may arise from acts performed, which shall include, but not limited to, firematic, emergency medical service, training sessions, code enforcement duties, confined space rescue and hazardous material's incidents.

I. The City shall establish and maintain in the bargaining unit member's personnel record a separate recording category to be entitled "Accumulated Overtime Payment Option Bank". This account shall contain the entire bargaining unit member's accumulated time worked and shall be maintained as such while each bargaining unit member is employed by the City.

ARTICLE III CITY RIGHTS

- A. It is hereby recognized that the City retains the sole right to manage the Fire Department, Code Enforcement Office and Public Safety Department and that the control of properties and the maintenance of order and efficiency are solely the responsibility of the City. Accordingly, the City retains all rights, except as may be specified, modified or reserved in this collective bargaining agreement, including but not limited to selecting and directing the working force, hiring, suspending or discharging; making reasonable and binding rules not inconsistent with this collective bargaining agreement; assigning, promoting or transferring; determining the amount of overtime to be worked; deciding on the number and location of facilities, stations, etc.; determining the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and the purchasing of service of others, by contract or otherwise.
- B. The City may establish, promulgate and enforce binding rules in connection with its operation and maintenance of discipline, provided such rules are not inconsistent with the provisions of the Civil Service Laws of New York State, this collective bargaining agreement, the Public Employee's Fair Employment Act of New York State and any other applicable laws.

**ARTICLE IV
COMPENSATION**

“WAGES, ACTING IN CHARGE, EMT PAYMENT, HAZ-MAT,ETC.”

A. Bargaining unit members covered by this collective bargaining agreement shall be financially compensated according to the salary schedules contained herein or attached as Appendices to this collective bargaining agreement and made a part thereof. Bargaining unit members will receive their full pay in their respective pay grade, in accordance with such salary schedules upon appointment and promotion to a given position. These salary schedules will be readjusted based on the successor collective bargaining agreement.

Payment of increased salary by reason of length of service shall commence upon the bargaining unit member’s anniversary date after the completion of the appropriate number of years of service.

The Firefighter/Electrician Salary Schedule contained herein or attached to this collective bargaining agreement shall be amended to reflect the following across the board salary increases.

1. FIREFIGHTER / ELECTRICIANS SALARY SCHEDULE

January 1, 2009 – December 31, 2009

POSITION	ENTRY	1 YEAR	2 YEARS	4 YEARS	6 YEARS	8 YEARS	9 YEARS
Firefighter	32,992	34,310	48,110	49,997	51,687	53,382	55,610
Electrician							

CAPTAIN	ENTRY	1 YEAR	2 YEARS
	57,819	59,552	60,654

Effective January 1, 2009
Effective January 1, 2010

2.75% Salary Increase
3.25% Salary Increase

2. In recognition of the entry level salary of this collective bargaining agreement, the following is mutually agreed upon: new hires may earn a one-time \$1000 stipend if, in their first twelve (12) months of employment they achieve two (2) of the following certifications and practices those skills by participating in the department's related programs: (1) Paramedic (2) Haz Mat Tech Certification with team membership (3) Code Enforcement Certification and participation in said program (4) Certification for Confined-Space Entry and participation in that unit. If during the first twelve (12) months of the bargaining unit member's employment he/she can't attain their choice of any two of the listed certifications because of circumstances beyond his/her control, the City shall have the authority to grant an extension of time sufficient enough, so that he/she can complete the requirements listed herein and receive the one-time \$1000.00 stipend. Article XIII, Section C, within this collective bargaining agreement may be used to assist bargaining unit firefighters in this article.

B. For purposes of computing hourly wages and other administrative purposes, the hourly rate of pay for a bargaining unit member shall be computed by dividing the bargaining unit member's annual salary by 2080 hours. It is understood that a bargaining unit member's annual salary is the total reimbursement for the exact period from January 1 through December 31, in any given year, and nothing in this section shall be construed to increase a bargaining unit member's compensation for any calendar year beyond the schedule annual salary provided for in this collective bargaining agreement.

It is expressly agreed that no additional compensation is due to bargaining unit members under prior collective bargaining agreements for work performed beyond 260 days, except proper compensation for overtime heretofore recognized.

C. A bargaining unit firefighter serving in the capacity as an Acting Captain and/or an electrician serving in the capacity, as the Acting Superintendent of Public Safety shall be paid at the same hourly wage rate as a first year Captain.

D. Bargaining unit firefighters possessing a current EMT certificate shall be compensated an additional One Thousand Dollars (\$1000.00) per year. Such payment shall be made on the first payday in December and shall be pro-rated for any bargaining unit firefighter working for less than the full calendar year.

Any bargaining unit firefighter hired or promoted on or after January 1, 1989 shall be required to maintain a valid EMT certificate for the duration of his employment unless a physician designated by the City determines that such bargaining unit firefighter, is no longer capable of adequately fulfilling the EMT Duties.

E. Any bargaining unit firefighter certified at the level of Haz Mat Tech, as specified by the State OFPC, shall receive an annual stipend of \$50.00. Those with Haz Mat Tech certification who volunteer for duty and membership in the "Haz Mat Team" shall receive the following additional compensation:

At the end of the first full year of team participation\$50.00 annual stipend

At the end of the second year of team participation\$100.00 annual stipend

At the end of the third year of team participation\$150.00 annual stipend

At the end of the fourth year of team participation\$200.00 annual stipend

The "year of team participation" shall be determined for each bargaining unit firefighter individually. It may not necessarily correlate to the year of this collective bargaining agreement. For example, if a bargaining unit firefighter became a new team member on July 1, 2002, his first year of team participation would be 7/1/02 to 6/30/03.

F. A “training specialist” shall be defined as any bargaining unit member (with the exception of the Fire Department’s designated MTO) who possesses any of the certifications as outlined in the following items:

1. Possess certification as a “Fire Instructor I” as defined by the NYS – OFPC.
2. Possess certification as a “Certified Instructor Coordinator” or “Certified Lab Instructor” as defined by the NYS – DOH.
3. Posses certification as an instructor by any of the following organizations:
 - a. American Heart Association
 - b. American Red Cross
 - c. National Safety Council
 - d. Military Training Network

Any “training specialist” who is the primary instructor for more than twelve (12) hours of group training during a calendar year, as verified by the MTO, shall receive the following financial benefit:

Effective 01/01/05 - \$200.00

Effective 01/01/06 - \$250.00

Effective 01/01/07 - \$300.00

Effective 01/01/08 -- \$350.00

This stipend shall be paid in the last payday of the calendar year in which it is earned. In the event the MTO has scheduled non-related training prior to the end of the year which will qualify a member for the stipend, but said training has not been completed as of the date of the payroll submittal, said stipend shall be paid in full with the expectation that this training will be completed as soon as practicable.

- G. The Cortland Fire Department shall provide for and make the training available, for any bargaining unit firefighter to become certified as an SCBA technician, for the repair and maintenance of SCBA equipment.
1. SCBA repair assignments and certifications may not be limited by rank or other assignments of bargaining unit firefighters.
 2. In the event the technician spends 10 hours or more in SCBA work in a calendar year, the bargaining unit firefighter who is certified in SCBA repair shall receive a \$250.00 stipend each year, payable in the first (1st) pay day in December.
- H. The City and the Association strive to encourage and assist bargaining unit members to seek grants, which will directly benefit the Department and the community. In the event the Mayor, Director of Administration and Finance, Fire Chief, Director of Code Enforcement, Superintendent of Public Safety or their designee identifies potential grant programs, which the City wishes to participate in, bargaining unit members are encouraged to volunteer to prepare the application for submission to the potential funding source. Members who undertake such assignments shall be allowed adequate time while on duty to prepare said applications. In the event it is determined by the Fire Chief, Director of Code Enforcement, Superintendent of Public Safety or their designee, that additional off-duty time is needed to complete said application(s), the member shall be allotted compensatory time for said services. The actual amount of compensatory time allotted shall be mutually agreed upon by the member and their respective department head, or their designee, prior to the member accepting the assignment for additional off duty hours.

In the event the amount of time allotted is disputed, the Director of Administration and Finance or his designee shall determine the number of compensatory hours, which will be allotted. In the event the City is awarded a grant with a value in excess of \$10,000, the member shall receive a cash stipend of \$100.00 upon the City's receipt of said funds from the granting agency. There is no limit to the number of stipends that a member may earn.

ARTICLE V

WORK DAY, WORK WEEK AND OVERTIME

The parties reaffirm the present work schedule and procedures to the extent they are not in conflict with this collective bargaining agreement.

A. Bargaining unit firefighters shall report on time for duty, and no bargaining unit firefighter shall go off duty until properly relieved in quarters. The day shift shall be from 0800 hours until 1800 hours and the night shift shall be from 1800 hours to 0800 hours. All bargaining unit firefighters shall report to work as scheduled, unless leave time has been properly authorized as provided for herein. To be properly relieved in quarters, a bargaining unit firefighter must be relieved by the bargaining unit firefighter assigned as his relief, or by authorization of the officer in charge of the platoon. Earlier or later shift changes will be allowed if it is mutually agreeable between the two bargaining unit firefighters, and results in no interruption of Fire Department procedures or services, and if the approval of the officer in charge of the platoon is obtained, and if the changes do not result in any additional overtime charges to the City.

1. Bargaining unit fire fighters while on-duty at a fire and/or emergency scene shall not leave said scene without obtaining direct verbal leave authorization from the career officer who has assumed the "Incident Command Role," or his designee, at said fire and/or emergency scene

B. Platoon assignments shall be realigned for all bargaining unit firefighters, as soon as practical by the first day of each calendar year, according to strict seniority. Strict seniority is defined from the Office of the Fire Chief as the anniversary date of employment in the bargaining unit (not defined as a permanent appointment).

C. The City's need for the right to require overtime is recognized. When practicable, overtime will be requested on a voluntary basis. However, when sufficient qualified bargaining unit members do not volunteer to perform the necessary work, the city has the right to assign such overtime. Bargaining unit members who desire to be paid for overtime will be paid at the rate of 1 and ½ hour wage compensation for each hour worked. If a Captain's position is required to be filled for overtime, the Captain will be compensated at the same overtime rate of a Captain's hourly pay as stated herein. If a shift requires overtime and there is a Captain's position that is vacant then the off duty Captains shall be called first in order to fill in for this overtime position.

If they can't get an off duty Captain to fill this position then they will call the next available Fire Fighter according to the established overtime call list.

D. When a timely written request for overtime payment has been made, overtime pay shall be provided in the next available paycheck, if so requested by the bargaining unit member. As an alternative to overtime pay, a bargaining unit member may elect at his option to apply his overtime to his accumulated overtime payment option bank, at the rate of 1 and ½ times the amount of overtime hours worked. A bargaining unit member may draw time from his accumulated overtime payment option bank to use as time off. A written request for such time off must be submitted. This time off cannot create overtime at the time of submittal, unless otherwise permitted contractually herein. A bargaining unit member who is required to work overtime immediately preceding or following his shift shall be entitled to a minimum of one hour overtime, at time and one-half, his hourly rate of pay. When a bargaining unit member is called in for overtime not contiguous with his shift, he shall be paid at the rate of time and one-half, his hourly rate of pay and assured of one (1) hour.

A bargaining unit member that is required to remain at work shall receive overtime at a minimum to the next nearest one-half hour. The Fire Chief and the Director of Code Enforcement or their designee, shall have the right to limit the number of members called back.

- E. The work schedule for the Municipal Training Officer (MTO) shall be 08:00 – 16.30 hours, Monday through Friday. The Fire Chief shall have the authority to approve or deny requested changes in the MTO's work schedule. Changes, and notifications of such work schedule, shall be made in a timely and reasonable manner. However, it is understood that in the event of an emergency, the MTO may be assigned other necessary duties. It is further understood that the MTO shall not be used for shift coverage. It is further understood that any time in excess of 40 hours per week shall be reimbursable at the rate of 1 and ½ times the Municipal Training Officer's hourly wage rate, or at his option, applied to his accumulated overtime payment option bank, at the rate of 1 and ½ times the hours worked in excess of the 40 hours per week.
- F. Public safety bargaining unit members shall report on time for duty. Tours of duty shall be (Monday thru Friday) from 0700 hours until 1500hours (40 hours per week).
- G. When public safety bargaining unit members are required to be on call, each such public safety bargaining unit member shall be given fifteen (15) hours credit per week for this on-call duty. These fifteen (15) hours of on-call credits are to be used as accumulated overtime payment option account or to be paid at their normal hourly rate of pay, at the option of the public safety bargaining unit member entitled to same.

When a Public Safety bargaining unit member is called in for overtime not contiguous with his shift, he shall be paid at the rate of time and one half, and assured a minimum of three (3) hours of compensation. In the event he shall work in excess of three hours, the public safety bargaining unit member shall receive additional overtime to the next one – half hour that he is required to remain at work. Accumulated overtime payment option bank time may be used as time off or be exchanged for hourly rate of pay at the discretion of the public safety bargaining unit member, but in no event shall the exercise of this right create overtime at the time of submittal, unless otherwise permitted contractually herein.

- H. An Acting Superintendent of Public Safety is defined as an electrician, acting at the direction of the Public Safety Superintendent, and assuming all the duties and authorities of the Public Safety Superintendent.
- I. The Association and the bargaining unit members recognize the City's rights under Section 13.02-2 of the City Charter of the City of Cortland, and the City recognizes the Association and it's bargaining unit member's rights under The Public Employees' Fair Employment Act of New York State, this collective bargaining agreement, Civil Service Laws of New York State and all other applicable laws.

**ARTICLE VI
HOLIDAYS, VACATIONS, KT's and ACCUMULATED TIME OFF**

A. On January 1st of each calendar year the following twelve holidays shall be credited to each bargaining unit member's holiday account bank. Each bargaining unit member shall be entitled to all twelve (12) of these paid holidays whether on-duty or off. The bargaining unit member, at the member's option, may be paid for, or may take as time off, all or any portion of these twelve (12) holidays. The bargaining unit member also has the option to choose to use any combination of time off and cash payment option for the twelve (12) holidays. Holidays turned in for pay can be sold back at anytime after being credit with same. The bargaining unit member shall receive payment for holidays on the next available payday after submittal to the City.

New Years Day	Washington's Birthday	Independence Day
Columbus Day	Thanksgiving Day	Lincoln's Birthday
Memorial Day	Labor Day	Veteran's Day
Christmas Day	Martin Luther King Day	Election Day

1. Bargaining unit members working a scheduled shift, or any portion thereof, on New Year's Day, Thanksgiving Day, Christmas Day, Labor Day and Independence Day shall be compensated at the double time rate for the hours actually worked during said holiday shift period.
2. Bargaining unit members working a schedule shift on the following days shall earn the following: Additional Holiday for accumulated overtime payment option bank: Martin Luther King Jr. Day and Veteran's Day.
3. As an alternative to double time cash payment, a bargaining unit member who works any portion of a day listed in the "Additional Holiday for Pay (Article VI – Section A. 1 & 2)" contained herein; may elect (at the member option) to apply these double time hours to their accumulated overtime payment option bank.

4. Time off for accrued holidays shall be taken at the option of the bargaining unit member. This time off cannot create overtime at the time of submittal, unless otherwise permitted contractually herein.

B. Bargaining unit members shall be entitled to vacation time off with pay, pursuant to the following schedule:

1. After the First 6 Months of the First Year of Service – bargaining unit members are entitled to one Tour of Duty off.
2. During the Second 6 Months of the First Year of Service – bargaining unit members are entitled to one additional Tour of Duty Off.
3. After 1 Year of Service – bargaining unit members are entitled to Two Tours of Duty Off.
4. After 5 Years of Service – bargaining unit members are entitled to Three Tours of Duty Off.
5. After 7 Years of Service – bargaining unit members are entitled to Four Tours of Duty Off.
6. After 15 Years of Service – bargaining unit members are entitled to Four Tours of Duty Off, Plus Two Additional Days Off.

The parties agree that vacations will begin to accrue the day a bargaining unit member is hired. Vacation days entitled to a member who retires, resigns or is terminated, will be calculated as follows: The total number of vacation days earned in the previous year plus vacation days prorated to the date of separation of service, minus the total number of vacation days used in the year of retirement, resignation or termination.

It is further understood by the parties that any vacation being used, sold, or transferred back to the city for other benefits contained in this collective bargaining agreement, was earned and accrued by the bargaining unit member, as the result of employment during a preceding time period or calendar year. Vacations turned in for pay can be sold back at anytime after being credited / entitled with same. The bargaining unit member shall receive payment for vacation time on the next available payday after submittal to the City.

- C. Bargaining unit members shall request approval of the Fire Chief, Public Safety Superintendent or Director of Code Enforcement or their designee in advance of any absence to be charged to vacation credit. A bargaining unit member entitled to two tours of duty for vacation shall take his vacation during the summer. When a bargaining unit member becomes entitled to three tours of duty for vacation, he shall take his third tour of duty for vacation during the spring or fall. When a bargaining unit member is entitled to four tour of duty plus two (2) additional vacation days for vacation, he shall take them as follows: One tour of duty in the spring or fall, two tours of duty in the summer, and the fourth tour of duty in the spring, and the remaining two (2) days can be taken at the option of the bargaining unit member. Variations in the forgoing provisions may be made, provided an agreement is reached among a majority of the bargaining unit members of the platoon and/or the department involved, but in no event shall the exercise of this right create overtime at the time of submittal, unless otherwise permitted contractually herein.
- D. Vacation schedules shall be approved on the basis of seniority within each shift (platoon). Captains shall pick vacation first by seniority time in rank, and then firefighters shall pick vacation in seniority, provided that this shall not cause a shift to be manned with an

- insufficient number of experienced firefighters. For vacation requests to be granted on a seniority basis, the following vacation pick schedule shall apply; (A) Spring vacation (January 1 through May 31) – requests must be received by the Fire Chief, or Director of Code Enforcement on or before February 1st; (B) Summer vacations (June 1 through September 15) – requests must be received by the Fire Chief, or Director of Code Enforcement on or before the preceding April 1st; (C) Fall vacations (September 15 through December 31) – requests must be received by the Fire Chief, or Director of Code Enforcement on or before the preceding September 1st.
- E. At anytime after completing five (5) years of service, a bargaining unit member shall have the option of carrying over and accumulating/banking ten days of vacation time. At the option of the bargaining unit member, this bank of time can be used at anytime according to the various options available in the terms and conditions of this collective bargaining agreement. Bargaining unit members cannot exceed ten (10) days total in this bank.
- F. All unused holiday and vacation time shall be converted into straight time on a basis of a ten-hour average day.
- G. A bargaining unit member may not be recalled from his established vacation and/or holiday unless the Mayor of the City declares a state of emergency. Such callbacks shall be for emergency reason only, not for shift manning due to a short shift.
- H. Bargaining unit firefighters who have tour of duty from 0800 hours to 1800 hours, and from 1800 hours to 0800 hours shall receive one of the two aforementioned tours of duty off in the spring months, and the other off from duty in the fall months.
- When the bargaining unit firefighters receives the 1800 hour to 0800 hour tour of duty off, he shall be given one additional fourteen hour shift (1800 hours to 0800 hours) off.

The total compensatory time off provided by this paragraph shall be 110 hours consisting of four ten hour shifts and five fourteen hour shifts. These 110 hours shall be designated as “Kelly Time” (hereinafter KT’s and/or KT Days, KT Time, etc.).

- I. At their option, bargaining unit firefighters with eight (8) or more years of service may elect to work “KT’s“ for extra compensation at the regular hourly rate of pay or continue to receive time off. Bargaining unit firefighters must notify the Fire Chief, or Director of Code Enforcement or their designee of such election. The bargaining unit member shall receive payment for the benefits stated herein on the next payday subsequent to submittal.
 1. Vacation days, KT’s, and personal days may be taken as time off in single units or hours at the option of the bargaining unit member, but in no event shall the exercise of this right create overtime at the time of submittal, unless otherwise permitted contractually herein.
 2. Bargaining unit members shall have the option of accumulating/banking three contracted holidays from their allotment as stipulated within this collective bargaining agreement.
 3. Bargaining unit members shall have the option to use up to ten work days per year of accumulated sick time, vacation time, holidays, personal days, or accumulated overtime payment option bank, may be used/taken in the event that a bargaining unit member’s attention is necessary to care for a relative of the bargaining unit members immediate household, a parent (including foster or step parents), spouse children, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law and the spouse’s grandparents.

This time may be used consecutively, or at separate times and shall be granted regardless of minimum staffing requirements in case of emergency. At their discretion, the Fire Chief, the Director of Code Enforcement, the Superintendent of Public Safety or their designee may extend the time limitations (10 work days) stipulated herein.

J. Exchange of time off:

1. Bargaining unit members shall continue to have the right and privilege of exchanging time between one another.
2. Bargaining unit members shall have the authority to use any of their contractual time, i.e. holidays, vacations, etc. in any of these exchange circumstances.
 - a. There is no maximum cap on the exchange of time accruals that a bargaining unit member can acquire as a result of these exchange circumstances.

K. Military time off granted to a bargaining unit member by the City shall not be used to restrict or deny other bargaining unit members in taking their contractual time off, as defined in this collective bargaining agreement. Military time, is the time off granted by the City to a bargaining unit member in order for them to meet their military obligation. Military time off is defined as drill(s), training and/or deployment, mobilization, etc.

L. Definition of Accumulated Overtime Payment Option Bank/Account: A bank / account documenting the extra hours that each bargaining unit member has worked in addition to their regular work schedule, where future compensation is owed and to be used at the discretion of said bargaining unit member within the parameters of this collective bargaining agreement.

**ARTICLE VII
RETIREMENT, DISABILITY and 207-a BENEFITS**

The City agrees to continue maintenance of the following sections of the New York State Police and Fire Retirement System: Special 20 Year Plan – Section 384-d; Non-Contributory New Career Plan – Section 375-i; as well as Section 302-9-d. The entire cost of the Retirement Plan is to be borne by the City, with the exception of the contributions that may be required by law.

- A. The City agrees to provide the retirement plan for Public Safety Department bargaining unit members and retirees under Section 75(h) of the New York State Retirement System, the entire cost of which shall be borne by the City, with the exception of contributions that may be required by law (Tier III members – bargaining unit members becoming members on or after July 1, 1976).
- B. The parties agree that bargaining unit firefighters employed by the City of Cortland are contractually entitled to the provisions of General Municipal Law Section 207-a.
- C. The City of Cortland shall determine the entitlement of General Municipal Law Section 207-a benefits for bargaining unit firefighters. The determination shall be provided to the bargaining unit firefighter in writing. In the event of no decision as to such entitlement or an adverse decision by the City, the bargaining unit firefighter and/or the Association, with the approval of the Association, shall have the right to file a grievance regarding such alleged entitlement. Absent a resolution of the grievance, an arbitrator selected pursuant to this collective bargaining agreement shall determine the matter. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties.

The Association may require the grievant to pay and/or prepay its share of the fees and expenses of the arbitrator. In no event shall the city be responsible for the Association's portion of such expense.

- D. The City shall at any time a bargaining unit firefighter is entitled to General Municipal Law Section 207-a benefits, continue to pay for the retired firefighter's health insurance benefits program, individual or family, whichever is applicable. Whenever the firefighter becomes eligible for and receives retirement from the New York State Police and Fire Retirement System, the City's obligation for health insurance benefits shall only be those benefits that retirees normally would be entitled to pursuant to this collective bargaining agreement and General Municipal Law Section 207-a.
- E. The City shall pay 100% of the premium cost for individual health insurance coverage for each disabled firefighter until such time as the firefighter is required to retire in accordance with the applicable date set by the New York State Police and Fire Retirement System, retroactive to the date of receipt of the disability retirement.
- F. In the event a bargaining unit member is unable to perform regular duties for a continuous period of not more than 120 schedule work days, the bargaining unit member shall continue during such continuous absence to accrue contractual benefits including sick leave, personal leave, vacation entitlement and holidays.

In the event a bargaining unit member is unable to perform regular bargaining unit member work for a continuous period of more than 120 scheduled work days, the bargaining unit member shall not during such continuous absence accrue contractual benefits for sick leave, personal leave, vacation entitlement, holidays and code stipend payments.

- G. At the time that a bargaining unit member is granted a disability retirement, the City shall determine the amount of accumulated sick leave such bargaining unit member has accrued. Such accrual shall be utilized, in accordance with the stipulated options set forth in this collective bargaining agreement, to fund any health insurance benefits program that the retired member and/or insurance eligible dependent(s) selects. When such sick leave accrual is no longer available to fund such health insurance benefits program, the retired member shall then be responsible to pay completely the insurance eligible dependent's portion of the health insurance premium cost.
- H. In the event a bargaining unit member is temporarily disabled to the extent that he is unable to perform all of the duties and functions normally required of him, the Fire Chief, Director of Code Enforcement or the Superintendent of Public Safety, or his designee, in their sole judgment, may approve his return to bargaining unit work on a limited duty basis. It is understood and agreed that the Fire Chief, Director of Code Enforcement and the Superintendent of Public Safety, or his designee, have the sole and complete discretion and authority to determine the number of bargaining unit members who may be allowed to work on a limited duty basis, if any, the duration thereof, and the hours of their assignment.

ARTICLE VIII INSURANCE

A. The City agrees to provide a health insurance benefits program through the Blue Cross / Blue Shield Central New York Region Wide Program (Option 2 – With a Prescription Drug Rider) or its substantial equivalent, individual or family plans as applicable.

1.a Bargaining unit members agree to pay the following co-payments for their selected (individual or family) health insurance plans coverage.

These co-payment will be payable through payroll deduction.

Effective January 1, 2009 – 19.5%

Effective January 1, 2010 – 20%

Effective January 1, 2011 – 19%

1.b. The maximum additional annual increase in health insurance premium contributions shall not exceed \$ 100.00 per annum. In the event the annual premium contribution exceeds \$ 100.00, each bargaining unit member is only responsible for the first \$ 100.00 and the percentage increase will coincide with that \$ 100.00 cap.

2. The City will pay the entire cost for all generic prescription drugs for all bargaining unit members, retirees and their insurance eligible dependents.

3. A \$10.00 co-payment for all other prescription drugs, for all bargaining unit members, retirees and their insurance eligible dependents. This agreement does not in any way restrict the Cortland Professional Fire Fighters Association from consideration of other future prescription drug co-payment plans offered by the City of Cortland.

4. The City agrees to continue the current \$ 5,000.00 life insurance policy, or its substantial equivalent for each bargaining unit member at no cost to them.

Bargaining unit members shall have the right to select their own beneficiary for such life insurance policy.

5. The Association shall have input prior to any final decision being made as to any changes in the health insurance benefits program, to include the following – the prescription drug card benefits program and the life insurance policy. Any disagreements as to a change in these herein referenced programs; plans and policies shall be resolved by the parties' grievance – arbitration procedure.

ARTICLE IX SICK TIME

- A. Bargaining unit members who were hired prior to July 1, 1996 shall be entitled to accumulate eighteen (18) days sick leave per year, which shall be accumulated at the rate of 1 and ½ days per month.
- B. Bargaining unit members hired on or after July 1, 1996 (hereinafter “new hire”) shall be entitled to twelve (12) days sick leave during the first year of employment. A new hire shall be entitled to twelve (12) days sick leave during the second year of employment. A new hire shall be entitled to fifteen (15) days sick leave during the third year of employment; and a new hire shall be entitled to eighteen (18) days sick leave during the fourth year of employment and each year thereafter.
1. Effective January 1, 2009, all newly hired bargaining unit members shall be entitled to accumulate 18 days sick leave per year, which shall be accumulated at the rate of 1 - ½ days per month.
 2. Effective January 1, 2009, all bargaining unit members hired on or between July 1, 1996 and December 31, 2008 shall receive additional sick leave days assigned to their respective sick leave bank. These additional sick leave days shall be pro-rated to reflect the total number of sick leave days, as if they had received 18 sick leave days per year from their date of hire.
 - i. This clause is a one-time offer by the city to reflect the total number of sick leave days accumulated as if the members had received 18 sick leave days for each year of their employment.
- C. Bargaining unit members shall be entitled to an advance of their entire first year’s sick leave. This advance is based on their date of hire.

- D. There is no cap on the maximum number of sick leave days that a bargaining unit member may accumulate.
- E. Sick time shall be charged to working days only and shall not be deducted from holidays, vacations, KT's and personal days, etc.
- F. Bargaining unit members reporting sick must notify their respective Department at least one (1) hour prior to the start of their tour of duty. Extenuating circumstances will be taken into consideration (i.e. an accident that happens within that one (1) hour prior to the start of duty). Sick leave shall not be granted unless such notification is made, but instead will be considered as unauthorized time off without pay. Prior to returning to work a bargaining unit member who is absent from work due to a non-job related accident or illness for a period of four consecutive scheduled workdays might be required to furnish a doctor's certificate, at the bargaining unit member's expense.
- G. At the bargaining unit members option accumulated sick leave can be converted into personal time off at the rate of one personal day off for each four full days of excess sick leave returned to the city. This time off cannot create overtime at the time of submittal, unless otherwise permitted contractually herein.
- H. Up to ten work days per year of contractual time, i.e., accumulated sick time, vacation time, holidays, personal days, or the accumulated overtime payment bank may be taken in the event that a bargaining unit member's attention is necessary to care for a relative of the bargaining unit members immediate household, a parent (including foster or step parents), spouse, children, brother, sister, grandparents, grand children, mother-in-law, father-in-law, son-in-law, daughter-in-law and the spouse's grandparents. This time may be used consecutively, or at separate times and shall be granted regardless of minimum staffing requirements in case of emergency.

At their discretion, the Fire Chief, the Director of Code Enforcement, the Superintendent of Public Safety or their designee may extend the time limitations stipulated here.

- I. The Fire Department Administration and/or the City, shall provide any bargaining unit member who may request it, an annual accounting of his accumulated sick leave days. Upon request of said bargaining unit member, this accounting shall be available within a reasonable time.
- J. The falsification of evidence to substantiate sick leave and the false reporting of illness or injury shall be cause for disciplinary action.
- K. When it is established to the City's satisfaction, sick leave with pay shall be granted to the extent of an bargaining unit member's unused, accumulated paid sick leave credits for recovery/recuperation at the bargaining unit member's home or a health care facility, which shall include, but not limited to any of the following:
 - 1. Any physical or mental disability not willfully or intentionally provoked by the member, preventing the performance of his duties;
 - 2. Exposure to contagious diseases resulting in official quarantine.
 - 3. Disabilities, the nature of which is not illness related, are exempted from the residency requirements (i.e. broken arm, etc.). A bargaining unit member is required to notify the Fire Chief, Director of Code Enforcement, Superintendent of Public Safety, or their designees, if an illness or injury for which a bargaining unit member is utilizing sick leave is related to a previous job connected condition.

- L. Any bargaining unit member that is determined to be pregnant shall notify the Fire Chief, Director of Code Enforcement, Superintendent of Public Safety or their designee as soon as reasonable and provide written verification from her primary care physician or obstetrician. Upon that notification the member is entitled to the following:
1. A member who has become pregnant can continue to perform her job duties as long as the appropriate fire fighting gear and equipment maintains a proper fit. If gear no longer fits properly, the Fire Chief, Director of Code Enforcement, Superintendent of Public Safety or their designee may relieve the member of certain duties specific to wearing gear and equipment, such as structural fire fighting or any other hazardous duties that require the use of personal protective equipment.
 2. The member should discuss her specific job duties with her attending physician or obstetrician, especially duties concerning but not limited to structural fire fighting, emergency care, painting, electrical work and exposure to hazardous materials during her pregnancy.
 3. Based upon the attending physician's recommendations, the member can request to be assigned to non-hazardous duties. The appropriate department chief or his designee shall make the assignment of duties.
 4. For safety of the fetus and the mother, any pertinent changes throughout the pregnancy should be reported to the appropriate department head.
 5. If the member chooses to remain active, she may do so at her own risk. However, chemical agents in the fire environment are many and unpredictable.

Therefore, there is risk to an unborn fetus that is exposed to hazardous chemicals and toxins in the fire environment.

6. When a member's attending physician has determined that she should not work any longer, then she will be required to take a leave of absence. The attending physician shall determine her leave, when it will become effective and how long she will remain on leave based on her condition. This leave can start at any time during the pregnancy and continue indefinitely based on her physician's recommendations.
 - a. If her physician or obstetrician permits the member to return to duty during the pregnancy she shall be permitted to do so until her physician or obstetrician deems it necessary to return to maternity leave.
 - b. The bargaining unit member on leave shall have the option to use any of her contractual time off (Sick Days, Kelly Time, Holidays, Vacations and Personal Days, etc.) or to take leave without pay or any combination thereof.
 - c. While on maternity leave the bargaining unit member shall not lose her entitlement to other benefits contained in the collective bargaining agreement.
7. When a member is prepared to return to work after this maternity leave of absence, written confirmation of the member's fitness for duty from the member's physician shall be provided to the appropriate department head.
 - a. Any member returning to duty from a maternity leave of absence and who is breast feeding is entitled to a non-hazardous duty assignment for a period to be determined in writing by her physician, and shall be submitted to her department head.

**ARTICLE X
RETIREMENT HEALTH BENEFITS**

- A. Upon retirement, or in the event of the bargaining unit member's death prior to retirement, compensation for accumulated, but unused sick leave shall be administered at the option of the bargaining unit member and/or spouse and the insurance eligible dependent(s), based on the terms and conditions of this collective bargaining agreement.
- B. Effective January 1, 2005, all bargaining unit members and their insurance eligible dependents shall be entitled to the "Paid Up For Life Health Insurance Benefit" only when the bargaining unit member surrenders 300 sick leave days to the City.
- C. Effective January 1, 2005 and thru December 31, 2010, all bargaining unit members and their insurance eligible dependents shall be entitled to the following retirement incentive(s):
 - 1. Bargaining unit members who retire during 2005 and 2006 and who surrender 300 sick leave days upon retirement shall qualify for the following benefit(s):
 - a. Any member who qualifies for and avails their self of the in-house incentive program currently being offered shall be subject to the following:
 - b. For the first 60 months of their retirement the retiree shall contribute 0% co-payment toward their "Paid Up For Life Health Insurance Benefit."
 - c. Effective in the 61st month of retirement the retiree shall begin to contribute 16% co-payment. The 16% co-payment becomes locked permanently for the duration of the retiree's and/or insurance eligible dependents participation in the "Paid Up For Life Health Insurance Health Benefit."

2. Any bargaining unit members who retires in 2005 and 2006 and who is not qualified for the in-house incentive program shall lock in permanently at a 12% co-payment contribution toward their "Paid Up For Life Health Insurance Benefit," upon retirement.
- D. Effective January 1, 2007 thru December 31, 2010, all bargaining unit members and their insurance eligible dependents shall be entitled to the following retirement incentive(s):
1. Bargaining unit members who retire during 2007, 2008, 2009 and 2010 and who surrender 325 sick leave days upon retirement shall qualify for the following benefit(s):
 - a. Any member who qualified for and avails their self of the in-house incentive program currently being offered, shall be subject to the following:
 - b. Any bargaining unit member who retires in 2007 shall lock in permanently at a contribution rate of 11% co-payment toward their "Paid Up For Life Health Insurance Benefit."
 - c. Any bargaining unit member who retires in 2008, 2009 and 2010 shall lock in permanently at a contribution rate of 12% co-payment toward their "Paid Up For Life Health Insurance Benefit."
- E. Accumulated sick leave days (as outlined herein) would qualify bargaining unit members for the "Paid Up For Life Health Insurance Benefit," upon retirement.

The balance of sick leave days in excess of the amount required for the “Paid Up For Life Health Insurance Benefit,” at the option of the bargaining unit member can be converted to a cash value at the rate of 1 for 1 (one days pay (based on a twelve (12) hour day) for each day of accumulated sick leave). This cash value amount is then left in a trust account with the City, to be used to pay the retiree’s and/or insurance eligible dependent’s monthly co-payment for the “Paid Up For Life Health Insurance Benefit.”

- F. Upon retirement, or in the event of a bargaining unit members death prior to retirement, all accumulated sick leave days that are not applied toward the “Paid Up For Life Health Insurance Benefit” can be converted into wages at the rate of 1 for 2 (one days pay for two days of accumulated sick leave days returned to the City) and paid to the member or his beneficiary as applicable.
- G. If any bargaining unit member has an excessive amount of sick leave days accumulated over and above the amount required for the “Paid Up For Life Health Insurance Benefit,” at his option he may use them in any of the sell back combinations referenced in this collective bargaining agreement. Once such combination option is selected, it cannot be amended.
- H. Bargaining unit members who opt out of the City health insurance coverage plan shall receive \$ 2,400.00 per year and shall be paid in the first payday of December.
 - 1. Bargaining unit members can opt out of the City’s health insurance coverage plan at anytime during their employment in order to take advantage of a negotiated premium savings incentive, as stated herein.

2. Bargaining unit members can opt back into the City's health insurance coverage plan at anytime during their employment. By doing so, they will forfeit their right to a negotiated premium savings incentive, as stated herein.
- I. In the event of the death of a bargaining unit member and/or retiree; entitlement for the "Paid Up For Life Health Insurance Benefit(s)" earned shall be continued to their surviving spouse and the insurance eligible dependent(s). The surviving spouse and the insurance eligible dependent(s) shall be provided the same coverage, under the same terms, as were afforded the bargaining unit member and/or retiree.
- J. Health insurance cash benefits are calculated based on the following schedule:
Accumulated sick days, multiplied by the daily rate of pay (rate at retirement), equals the dollar amount of health insurance payment monies; (Example - 120 days x \$ 100.00 = \$ 12,000.00). $(\text{Accumulated Sick Days}) \times (\text{Daily Rate of Pay}) = \text{Cash Bank}$
- K. Bargaining unit members, at any time during their employment, have the option to return to the City unused contractual time, i.e. holidays, vacation days, accumulated overtime, KT Days, etc, for the purpose of applying said days to be used for the "Paid Up For Life Health Insurance Benefit(s)," or for use during absences due to extended illness or injury. In return for ten (10) hours of accumulated overtime returned to the City, a bargaining unit member shall receive credit for one sick leave day.
- L. Retired member(s) and/or his spouse and insurance eligible dependent(s) shall contribute a percentage toward their monthly health insurance premium. This percentage shall be fixed at the percentage that the bargaining unit member contributed as an active bargaining unit member in the contract year that his retirement became effective; unless a contractual and/or incentive agreement is mutually agreed upon between the City and the Association. Such percentage shall remain fixed unless the retired member and/or spouse

and insurance eligible dependent(s); at their option if they wish, they can increase the percentage of their contribution as a means of extending the period of time that their total health insurance money will assist them in the provisions of health insurance coverage during retirement.

- M. The City shall furnish retiring bargaining unit members with a statement which specifies what options a bargaining unit member has chosen as to the application of his/her accumulated health insurance monies according to the provisions of this collective bargaining agreement. Said statement shall clearly define total monies computed and available at retirement. The type of health insurance coverage selected (single or family) at the time of retirement, the percentage of their co-payment contribution of health insurance premiums to be made by the retiring bargaining unit member and by the City, and any other information that may be pertinent to an option chosen under the provisions of this collective bargaining agreement.
- N. At the time the bargaining unit member is required to retire in accordance with the applicable date set the New York State Police and Fire Retirement System, the retired bargaining unit member shall then have any remaining unused sick leave days still remaining, utilized to fund the entire health insurance premium costs, both individual and family, for as long as the retired member elects to retain coverage. At such time as the sick leave "credits" runs out, the retired member shall be responsible for the full payment of any health insurance premiums.
- O. The City shall provide a yearly accounting, which updates the status of their total health insurance monies, detailing monies expended through the year and the remaining balance, upon the request of a retired member.

P. NOTE: The term "Paid Up For Life Health Insurance Benefit," as used in the collective bargaining unit agreement shall be interpreted to mean that in retirement, if required the retired member shall contribute a percentage of the health insurance premium. Such percentage is to be fixed for life and to be defined as the percentage being contributed as required by the contract in the year that bargaining unit members retirement takes effect; unless a supplemental agreement is mutually agreed upon between the City and the Association, i.e., such as in-house retirement and/or health insurance incentive program. The City shall pay the remaining percentage of the health insurance premium for the life of the retiree, spouse and the insurance eligible dependents.

**ARTICLE XI
ANNUAL PHYSICAL**

- A. Bargaining unit fire fighters of IAFF Local 2737 must receive an annual physical examination and the doctor administering the physical must make an evaluation of whether or not the bargaining unit firefighter is fit for duty. As a minimum the following tests must be conducted: A complete physical examination (to include vision and urinalysis), Pulse Oximetry, Pulmonary Function Testing, and Audiometry. The doctor may also conduct any other tests he/she deems necessary in order to complete the "Medical Information Release Form." **Doctor and Patient Medical Confidentiality shall be maintained at all times and further all the parties shall comply with the HIPPA Privacy Rule(s).**

Bargaining unit fire fighters of IAFF Local 2737, including new hires and active duty fire fighters, shall have the option to use a certified health care facility of their choice, or to use the City of Cortland's designated primary health care provider, "The Family Health Network of Central New York (FHN of CNY)", to perform their pre-employment physical examination or their required annual physical examination. In the event a bargaining unit fire fighter elects to use their personal physician to conduct their physical and this physical costs more than the allotted \$ 225.00 (effective 2004), then the bargaining unit fighter must reimburse the City or their personal physician for the monetary balance; however, if a bargaining unit fire fighter chooses to use the services of the FHN of CNY for their physical examination, then the City shall be required to pay the entire cost of their physical exam. At anytime either of the parties (City or Association) can petition the other party to re-negotiate the terms and conditions of this Article.

B. Bargaining unit members employed by the Public Safety Department shall be entitled to receive an annual OSHA type physical examination and the doctor administering the physical must make an evaluation of whether or not the bargaining unit members is fit for duty.

The doctor may also conduct any other tests he/she deems necessary in order to complete the "Medical Information Release Form." **Doctor and Patient Medical Confidentiality shall be maintained at all times and further all the parties shall comply with the HIPPA Privacy Rule(s).**

Bargaining unit public safety members, including new hires and active duty members, shall have the option to use a certified health care facility of their choice, or to use the City of Cortland's designated primary health care provider, "The Family Health Network of Central New York (FHN of CNY)", to perform their pre-employment physical examination or their entitled annual physical examination. In the event a bargaining unit public safety member elects to use their personal physician to conduct their physical and this physical costs more than the allotted \$ 225.00 (effective 2004), then the bargaining unit public safety member must reimburse the City or their personal physician for the monetary balance; however, if a bargaining unit public safety member chooses to use the services of the FHN of CNY for their physical examination, then the City shall be required to pay the entire cost of their physical exam. At anytime either of the parties (City or Association) can petition the other party to re-negotiate the terms and conditions of this Article.

ARTICLE XII
GRIEVANCES, ARBITRATION AND DISPUTE RESOLUTIONS

- A. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute that may arise under the interpretation or application of this collective bargaining agreement.

This article shall recognize, just cause, as a concern for the filing of a grievance, all time limits shall be extended only by the mutual, written consent of the parties. The failure to answer a grievance within the time limit provided, shall allow the filing of an appeal within the time limit that would have applied if the decision had been communicated on the last day. The failure to file a timely appeal of denial of a grievance shall not result in dismissal, the failure to adhere to any time limitations provided in this grievance-arbitration procedure shall not affect the substance of the grievance unless it may be shown that there is prejudice to the City. Any grievance arising between the City and the Association or a bargaining unit member represented by the Association shall be settled in the following manner.

- B. A bargaining unit member having a grievance and/or dispute shall discuss the matter, with or without his Association representative(s), with the Fire Chief, Superintendent of Public Safety, or their designee. If the matter is not resolved, the grievance shall be reduced to writing and delivered to the Fire Chief, or Superintendent of Public Safety, or their designee not later than fifteen (15) calendar days following the acts, or when the grievant and /or a member of the association's executive board was made aware of said act(s) or omissions giving rise to the grievance, which shall include the failure by the City to implement the resolution sought by the Association. A written grievance shall set forth in sufficient detail the applicable dates, times and individual(s) involved, the provisions of the agreement alleged to have been violated, and the remedy sought through resolution of the grievance. The Association's failure to do so does not affect the validity of the grievance.

- C. The Fire Chief, or Superintendent of Public Safety, or their designee, may convene a meeting with the bargaining unit member and his Association representative(s) regarding the grievance not later than ten calendar days following his receipt of the written grievance.
- D. If a grievance is not resolved, the bargaining unit member, with the consent of the Association, may appeal the decision of the Fire Chief, or Superintendent of Public Safety, or their designee, by delivering a written grievance, together with the Fire Chief's, or Superintendent of Public Safety's, or their designee, decision, to the Mayor within 10 calendar days following the receipt of the Fire Chief's, or Superintendent of Public Safety's, or their designee's decision. The Mayor or his designee may hold a meeting concerning the appeal within 10 calendar days following receipt of the grievance, but in any event shall respond to such grievance, in writing, within 20 calendar days of receipt.
- E. If the grievance remains unresolved, the bargaining unit member, with the approval of the Association, may submit the grievance to final and binding arbitration by delivering a request therefore to the Mayor or his designee and simultaneously sending such request to the Federal Mediation and Conciliation Service or the American Arbitration Association within ten days following the decision of the Mayor or his designee.
- At anytime during the grievance procedure either party may submit for a panel of arbitrators and that the parties will implement the procedure to select such an arbitrator including obtaining a hearing date while the internal grievance procedure is continued to be followed.
- F. The parties shall select an arbitrator through the Federal Mediation and Conciliation Service or the American Arbitration Association selection procedure. The selected arbitrator shall have no power to add to, subtract from, or modify any provisions of this collective bargaining agreement. Only one grievance shall be decided at the same hearing, except by mutual consent. The parties shall share the expense of the arbitrator and any charge for the place of the hearing equally; all other expenses shall be borne by the party incurring them.

G. With both parties' consent, and at no cost to the bargaining unit member, an Expedited Arbitration Process, as developed by the American Arbitration Association, shall be used to settle any unresolved grievances on a case by case basis, however, in the event both parties do not consent to the Expedited Arbitration Process, the Association has the right to arbitrate a grievance pursuant to the provisions of this collective bargaining agreement and the Taylor Law processes.

The Expedited Arbitration will be final and binding and the bargaining unit member waives any rights to appeal, other than those in accordance with the provision of the Civil Service Laws of New York State and the Taylor Law processes.

H. Any mutual agreement as to the disposition of a grievance or dispute, at any step or time prior to its actual arbitration shall be in writing and shall be signed by the City and the grievant and/or the grievant's representatives. The City shall retain one (1) copy and the Association shall retain one (1) copy.

I. It is understood and agreed that when a bargaining unit member files a grievance, the act of filing such grievance shall constitute his authorization to the City to reveal to the participants in the grievance procedure any and all information available to the City concerning the grievance. The association shall be entitled to any and all written documents directly or indirectly related to a pending or potential grievance or arbitration.

J. If an allegation has been made to the City that a bargaining unit member has violated a departmental rule, or if the Fire Chief, Director of Code Enforcement or Superintendent of Public Safety, or their designee suspects a bargaining unit member of violating a department rule which, if proven, could result in suspension or other disciplinary action, such bargaining unit members shall not be questioned concerning such allegation or suspicion unless he shall first be informed of such allegation or suspicion and afforded a reasonable opportunity to contact an attorney. The City may only initiate any discipline, including discharge, all of which shall be for just cause. Notwithstanding the foregoing, a bargaining unit member shall not refuse to make or complete any reports, either written or oral, regularly required in the performance of his duties.

K. In the event that a bargaining unit member is to be disciplined, the Fire Chief or Superintendent of Public Safety or their designee may, at their sole choice, meet with such bargaining unit member and his representative to discuss alternatives to the bringing of charges pursuant to the provisions of the Civil Service Laws of New York State. In the event such meeting takes place, the Association representative(s) must be present before any agreement as to disciplinary action is reached between the Fire Chief, or Superintendent of Public Safety, or their designee and the bargaining unit member. If such agreement is reached, such agreement shall be reduced to writing and signed by both parties, and shall constitute a waiver of any and all rights the bargaining unit member may have to challenge such discipline either through the provisions of the Civil Service Laws of New York State, Taylor Law processes, a hearing, court action, or grievance procedure.

ARTICLE XIII

EDUCATIONAL LANGUAGE AND CLOTHING ALLOWANCES

A. The need for continuing education in the area of Fire Science Technology, Code Enforcement, and the emergency medical field is hereby acknowledged. Any bargaining unit member who desires to further his/her education for the mutual benefit of the City of Cortland is hereby encouraged and supported. At the discretion of the Municipal Training Officer, Fire Chief, Director of Code Enforcement, Superintendent of Public Safety, or their designee and in compliance with his/her training budget, bargaining unit members taking courses (attending seminars, workshops or conferences) deemed to meet the mutual benefit criteria mentioned above, shall be entitled to compensation. In order to receive entitlement compensation, the bargaining unit member, upon successful completion, will provide proof of attendance (i.e., Diploma, Certification of Completion, or License), and additionally where the course requires the bargaining unit member to be graded, a final grade of "C" or higher or numerical passing grade of 70 shall be attained. The City agrees to the following after the above listed requirements are met.

(A) Compensatory for all required/non-required courses, seminars, workshops or conferences shall be at the members option based on the following choices: time and one-half (1 and ½) applied to their Accumulated overtime payment option bank, or straight time pay on an hour for hour basis.

B. The City further agrees to bear all expenses for any bargaining unit member willing to obtain and/or maintain the following:

(1) Typing (2) Computer Science (3) English/Grammar (4) Report Writing (5) Sign Language (6) Supervisory/Management Practices and Policies (7) Public Relations and Communications (8) Any OFPC sponsored program (9) Public Speaking (10) Personnel Management (11) Photography (12) Labor Negotiations (13) Response to and planning for Hazardous Materials emergencies (14) Labor/Management

Relations, (15) Basic EMT Certification; (16) State Code Certification; (17) Any State Fire Instructor, Fire Investigator, (18) HAZ MAT Certification, (19) Any Emergency Medical Training as it relates to Pre-Hospital Care, (20) Any Fire Service Related Training, (21) SCBA Repair and Maintenance Certification, (22) Training to be Proficient in Grant Writing Skills and Techniques, (23) Certifications and Studies in Electrical Technologies.

This clause applies to all bargaining unit members, whether or not EMT Certification or State Code Certification is required.

- C. It is the intent of the undersigned to avoid the need for overtime when arranging for required training for bargaining unit members. However, it is also acknowledged that due to the timing and location of certain courses needed for the completion of training certifications and/or to complete courses, the denial of such training opportunities for bargaining unit members may negatively impact both the members and the City. In order to address such an eventuality, there will be “designated training days” which may or may not create an overtime situation and shall be assigned as follows:

A “designated training day” is defined as one training day, for one member, which is designated for use in order to allow that bargaining unit member to attend a training course, which has been deemed to be required for the completion of a certification or course. Such days must be requested by the bargaining unit member and may be approved by the Municipal Training Officer. The MTO shall determine the eligibility of such a request and after considering the possibility of scheduling the course at a time, which will not create a need for overtime coverage and the necessity of the training requested. Priority consideration shall be given for attendance at a course, which is needed to complete a training series. It is understood that the MTO shall make a concerted effort to avoid the need for overtime coverage when possible. The MTO shall maintain a record of the “designated training days” used.

**ARTICLE XV
MISCELLANEOUS**

- A. A bargaining unit member shall have the right to examine his own departmental personnel records at any reasonable time during normal business hours upon a request to the Fire Chief, Director of Code Enforcement or Public Safety Superintendent. Such examinations shall occur in the presence of their respective department head or his designee.
- B. The City and the Association shall jointly maintain and support a Fire Labor/Management Committee which shall meet at reasonable times at the request of either party to discuss questions of interpretation or application of this Agreement and also broader questions which would be subject to the grievance and arbitration procedures. Subjects of discussion shall include, but not be limited to:
1. Personnel
 2. Safety
 3. Duty/Job Specifications /Work
 4. Contractual Matters

Decisions and/or failure to agree on any grievable subject brought before this Committee shall not abridge or waive any bargaining unit member's rights protected under the provisions of this collective bargaining agreement or any management rights provided for by Article III, City Rights.

The Fire/Labor/Management Committee shall consist of four (4) Association members, the Fire Chief, Career Assistant Chiefs, and the Director of Administration & Finance.

The Fire/Labor/Management Committee will attempt to develop a physical fitness program to be held at the fire station under the auspices of the Municipal Training Officer. If equipment is required to implement such program, the City will, subject to budget authorization by the Common Council, assume such costs.

- C. The Association shall, within three City Hall working days after any selection of officers, notify the Fire Chief and the Director of Administration and Finance, in writing of the names of the new officers.
- D. The City will purchase pagers for use by all bargaining unit firefighters.
- E. Bargaining unit members will be allowed to wash their personal vehicles, at a municipal facility designated by the Fire Chief, Director of Code Enforcement, Superintendent of Public Safety, or their designee, subject to rules and regulations established by the City. It is understood that the bargaining unit members may only wash vehicles registered in their name or the name of their spouse. Said privilege does not include commercial vehicles, recreational vehicles, trailers, construction equipment/vehicles or boats.
- F. The health and welfare of each bargaining unit member is a joint concern of both the City and the Association. All bargaining unit members shall be guaranteed the rights, privileges, and protection afforded them within the guidelines of the City of Cortland Exposure Control Plan, dated January 21, 1993, and as amended thereafter in accordance with law.
- G. When a job opening or vacancy exists in the Fire Department or the Code Enforcement Office, the Fire Chief, and/or the Director of Code Enforcement shall post the opening/vacancy notice on the bulletin board for at least thirty (30) days prior to the filling the opening/vacancy. The Association may forward to the Fire Chief and/or Director of Code Enforcement, a request for an eligible list of candidates for hiring and/or promotional opportunities to be maintained. Upon receipt of such a request the Fire Chief and/or Director of Code Enforcement shall forward to the Local Civil Service Commission a copy of said request. The actual maintenance of such eligible list is subject to the discretion of the Local Civil Service Commission and New York State Civil Service Law.

- H. The City shall implement a "Pre-Tax Health Insurance Contribution Plan" as allowed by the Internal Revenue Code and a Deferred Compensation Plan as allowed by the Internal Revenue Code prior to December 31, 1996. The President of the Association and/or his designee shall assist the City in formulating such programs.
- I. The Association shall meet at a convenient time with the City to review Article XII (Grievances, Arbitration and Dispute Resolution) and the 207-a procedural language, to discuss the proposed changes by the Association.
- J. All bargaining unit members shall have the option of joining and participating in any of the programs and services administered by and through the IAFF Financial Corporation. Participation by any bargaining unit member in the IAFF Financial Corporation Services can be accomplished by the use of their respective city payroll deduction plan. Each bargaining unit member shall bear the responsibility for any individual expenses relating to such program(s).
- K. The City has granted permission to the Association to do "housekeeping and maintenance" of contractual language. Any changes that substantially affects the terms and conditions of this collective bargaining agreement shall be mutually agreed upon by the City and the Association.

ARTICLE XVI
PERSONAL LEAVE

- a. All bargaining unit members will receive four personal leave days for each calendar year covered by this collective bargaining agreement. Administration of personal leave days will be in accordance with the bargaining unit member's respective department policy and procedures, provided such policies and procedures are not inconsistent with the provisions of this collective bargaining agreement.
- b. The Department head reserves the right to recall the bargaining unit member if sickness, family emergency or other issue having priority arises, and it means running shift shortage, however, the department head must give the bargaining unit member to be recalled at least 24 hours previous notice.
- C. Personal leave time off shall be used at the option of the bargaining unit member, but in no event shall the exercise of the right create overtime at the time of submittal.
- D. These days shall be used before December 31st of each year.

ARTICLE XVII

CODE ENFORCEMENT DUTIES

A. Participation: The City of Cortland encourages and supports each bargaining unit firefighter that participates in the code enforcement program if he/she chooses to do so. Any bargaining unit firefighter who chooses to do so shall receive the requisite training in basic code enforcement, including, but not limited to all mandated yearly in-service code enforcement training as hereinafter provided for.

1. Each bargaining unit firefighter desiring to participate in this program shall provide the Fire Chief, and the Director of Code Enforcement written notice of his/her intention to participate. Such bargaining unit firefighter shall also provide the Fire Chief, and the Director of Code Enforcement with verification of his/her basic training certification or his/her intention to obtain the basic code enforcement training and further to maintain this certification by participating in the mandated yearly in-service code enforcement training provided for herein. Notwithstanding the notice requirement provided for herein, a bargaining unit firefighter desiring to participate in this program may provide said notice to the Fire Chief and the Director of Code Enforcement at any time and shall be considered for such participation as scheduling for training and inspections so permits. Any bargaining unit firefighter may withdraw from participation (Exception to this Rule: Unless a bargaining unit firefighter is require to possess a Code Enforcement Certificate due to promotion or a condition of his employment), by providing the Fire Chief and the Director of Code Enforcement written notice of his/her intention to do so.
2. Training: Each bargaining unit firefighter that participates in the City supported code enforcement program shall possess and maintain a Basic Code Enforcement Training Certificate as stipulated by the applicable legislative regulations for the Minimum Standards for Code Enforcement Personnel in the State of New York.

Any bargaining unit firefighter not possessing such certificates and who desires to participate in said program shall, at the City's expense, receive the requisite training to qualify, obtain and maintain such certificates. The City will make a good faith effort to make available the required basic code enforcement training to those bargaining unit firefighters who do not already possess a certificate and further the city shall make a diligent effort to make available the mandated yearly in-service code enforcement training. The City reserves the right to limit the number of bargaining unit firefighters receiving code enforcement training out of town at any given time to assure that such training does not interfere with the normal operation of the Fire Department.

3. Inspections: Once qualified to act as code enforcement inspectors, the bargaining unit member shall make such inspections which shall; To include but are not limited to, inspections relative to the Fire Code of NYS, Property Maintenance Code of NYS, Building Code of NYS, Residential Code of NYS, Energy Code of NYS, Fuel Gas Code of NYS, Plumbing Code of NYS, Mechanical Code of NYS, Multiple Residence Law of NYS, Code of Ordinances, City of Cortland, and any other inspection which are deemed to be within the scope of providing code enforcement within the City of Cortland.
4. Compensation: Upon receipt of the basic training as outlined herein, each bargaining unit firefighter who obtains a certificate and performs inspections, or other related code enforcement activities, at some time during the month, shall be paid a stipend of \$50.00 per month (\$600.00 per annum) for each complete month the bargaining unit firefighter participates in such programs. Bargaining unit firefighters who are required to possess a Code Enforcement Certificate due to promotion or as a condition of employment shall automatically qualify for a \$50.00 per month (\$600.00 per annum) stipend.

5. Circumstances, which preclude bargaining unit firefighters from participation in Code Enforcement activities, shall be recognized. Participating bargaining unit firefighters who do not report for duty during an entire calendar month due to an off duty or non-job related accident or illness do not qualify for the monthly stipend. All other accidents or illnesses shall conform to the requirements of this collective bargaining agreement.
6. At their option, bargaining unit fire fighter(s) working in the Code Enforcement Office shall be permitted to work a flexible/varied work schedule, in lieu of the present established work schedule of Monday thru Friday, 8:00am to 4:30pm. The proposed hours of this flexible/varied work schedule shall be agreed upon by and between the Director of Code Enforcement or his designee and the bargaining unit fire fighter(s) requesting such work schedule change. All benefits being enjoyed by the rotating shift bargaining unit fire fighters shall be extended to the bargaining unit fire fighters working in the code enforcement office.
7. Any bargaining unit firefighter who is permanently assigned to the Code Enforcement Office and who works a Monday through Friday, 8:00am to 4:30pm shifts, or a flexible/varied work schedule, shall receive a \$200.00 per month stipend (\$2400.00 per annum) for each complete month of service in such department. It is understood that the increased stipend is also to be considered compensation for the assumption of Plumbing Inspection duties.
8. Any bargaining unit firefighter desiring to withdraw from participation in such program shall only be paid for the last complete calendar month of service rendered by the bargaining unit firefighter prior to his/her written notice of intention to withdraw.

9. In the event a bargaining unit firefighter is called to testify in any proceeding, or is otherwise required to be present for code enforcement duties at a time not contiguous with his shift, he shall be paid at the rate of time an one-half his hourly equivalent and assured of no less than one (1) hour. In the event the bargaining unit firefighter works for a period on excess of one (1) hour, he shall receive additional overtime to the next nearest one-half hour that he is required to remain at work. It is not the intent of the undersigned to amend any other pre-existing contractual language of this collective bargaining agreement for the terms of compensation relating to overtime worked by bargaining unit members while involved in regular firefighting duties not associated with code enforcement activities. In the case of overtime worked while performing such duties not associated with code enforcement activities, the term of compensation outlined in this collective bargaining agreement shall apply.
10. Miscellaneous: In the event the position of Director of Code Enforcement is vacated, the Mayor shall appoint the successor. Said successor shall be a bargaining unit firefighter who has the qualifications to perform the duties and shall be employed by the City of Cortland at the time the vacancy occurs. The Director of Code Enforcement is a Department Head, who shall report to the Director of Administration and Finance on the day-to-day administration and operation of the Code Enforcement Office and the code enforcement activities. The position shall have the same work schedule of the current Director of Code Enforcement position or such other schedule as the City may establish by mutual agreement.

11. Temporary assignment of a code certified bargaining unit firefighter to the Code Enforcement Office on a non-rotating assignment shall be for no more than thirty (30) consecutive calendar days. A bargaining unit firefighter shall be selected to fill a temporary assignment in the Code Enforcement Office on a rotating basis based on Fire Department seniority. Starting with the lowest in seniority to the highest.
12. A bargaining unit firefighter who is permanently assigned to the Code Enforcement Office (hereinafter "Bargaining Unit Firefighter/Code Enforcement Officer") and who regularly works a Monday through Friday days shift work schedule, or a flexible/varied work schedule, as provided herein shall be entitled to KT Time off on the same basis as is herein provided to other bargaining unit firefighters. Any KT time off to which a Bargaining Unit Firefighter/Code Enforcement Officer is entitled to, may be used, as mutually agreed upon by the bargaining unit firefighter/Code Enforcement Officer and the Director of Code Enforcement. A Bargaining Unit Firefighter/Code Enforcement Officer may elect, subject to the same terms and conditions as it applies to line bargaining unit firefighters, to receive a cash settlement for any KT time off to which he may be entitled.
13. A bargaining unit firefighter who participates in the code enforcement program and who voluntarily agrees to be called in to perform code enforcement work while off duty, shall be paid at the rate of one and one-half times the firefighters hourly rate for each hour of code enforcement work, with a minimum of three hours for such code enforcement call back.

14. The Association agrees to waive its exclusive rights to Code Enforcement work for the sole and specific purpose to allow the city to meet administrative and clerical demands of the “Rental Housing Permit Program”. Waiving these rights is intended to allow the acquisition and utilization of staff for the sole purposes of clerical duties and data collection to support said program. In the event that inspection and enforcement duties are necessary to support this program, the Association retains its exclusive rights to such duties.

ARTICLE XVIII
DAMAGE TO PERSONAL PROPERTY

The City shall pay the reasonable cost of the repair or replacement of a bargaining unit member's necessary personal items, equipment and clothing that are damaged or destroyed in the line of duty. A report on the incident and verification of the value of the property must be submitted for approval to the Fire Chief, Director of Code Enforcement, or Superintendent of Public Safety. Clothing allowance shall not be used to compensate for damage to personal property. The City will not provide reimbursement for items damaged or destroyed due to negligence on the bargaining unit member's part or for items covered under the annual clothing allowance.

ARTICLE XIX VOLUNTEER FIREFIGHTER “DRIVING”

Article XIX, Article XX and Article XXI are to be linked in such a way as to exist in their entirety or not at all. If at any time one of these three Articles listed herein is to be eliminated, these three Articles and all of the programs stated therein are to be eliminated.

A. The Association agrees in principle to support a program allowing Cortland Volunteer Firefighters to operate apparatus (See Footnote – # A) for the purpose of satisfying mutual aid needs and augmentation of existing response resources under the following specific conditions:

1. Prior to his/her appointment as an apparatus operator each volunteer firefighter shall satisfy and maintain all of the following training requirements:

a. Complete the following OFPC sponsored courses:

Firefighter I equivalent

Firefighter II or equivalent

Hazardous Materials Operations Course

Weapons of Mass Destruction Operations or equivalent

Automobile Victim Extrication Course

Apparatus Operator – Pump

Emergency Vehicle Operations Course

Rescue Technician or Rescue Operations

Truck Company Operations or Ladder Company Operations

2. Incident Command System or equivalent

3. Successful completion of the Candidate Physical Ability Test

- a. Must possess and maintain current New York State Department of Health Certified First Responder Certification and Basic life support for Healthcare Provider Certification.
 - b. Complete a minimum of 100 hours of annual continuing education in fire fighting training as defined by the NYS OFPC for professional firefighters, including current certification as an “interior firefighter” according to department standards.
 - c. Operators must also complete the OFPC “Apparatus Operator – Aerial” course prior to qualification for operations of any apparatus equipped with an aerial device.
 - d. Each volunteer firefighter shall be medically approved each year to operate as an interior firefighter as defined in NFPA 1582.
4. Posses and maintain a valid NYS Class D Driver’s License
 5. The Association shall be permitted an active decision making role in the development, control and implementation of any programs permitting any volunteer firefighter to operate apparatus.
 6. Within 30 days prior to January 1, 2008 a panel of representatives of the City of Cortland and the Association Executive Board shall review this program’s effectiveness. The volunteer apparatus operator program shall be eliminated on January 1, 2008 without the mutual consent of both parties to continue the program for another one-year period. This review shall be performed on an annual basis for the duration of the program. If a scheduled review does not occur within 30 days prior to its expected expiration date then this program shall be terminated.

- a. Any participating volunteer firefighter who allows any of his/her required certification(s) to lapse are to be disqualified from this program until such time the certification(s) are renewed.
7. In the interest of facilitating the success of this program, the above training and certification requirements may be modified upon the mutual consent of the Association and representatives of the City of Cortland. Without the mutual consent of both parties, the above requirements shall not be modified.

**ARTICLE XX
VOLUNTEER FIREFIGHTER “BUNKING”**

A. The Association agrees in principle to support a municipal program allowing “bunkers” or volunteer firefighters to reside in the fire stations and to man fire department apparatus (See Footnote # A) for the purpose of supplementing existing manning provided:

1. Prior to appointment as a volunteer “bunker”, each volunteer firefighter shall satisfy all of the following training requirements:

a. Complete the following OFPC courses or their equivalent:

- i. Firefighter I or equivalent
- ii. Firefighter II or equivalent
- iii. Accident Victim Extrication Course
- iv. Rescue Operations or Rescue Technician – Basic
- v. Rescue Operations II – Confined Space
- vi. Truck Company Operations or Ladder Company Operations
- vii. Hazardous Materials Operations Course
- viii. Weapons of Mass Destruction Operations or equivalent
- ix. Incident Command System

b. Complete sufficient annual refresher training as to reasonably maintain proficiency in all of the above areas of fire service operations. The total hours of training shall exceed 50 hours including current certification as an “interior firefighter” according to department standards.

c. Successfully complete the Candidate Physical Ability Test.

d. Posses and maintain NYS Emergency Medical Technician – Basic Certification and Basic Life Support for Healthcare Provider Certification.

2. Each volunteer firefighter shall be medically approved each year to operate as an interior firefighter in accordance with NFPA 1582.
3. Any participating volunteer firefighter who allows any of his/her required certification(s) to lapse are to be disqualified from this program until such time the certification(s) are renewed.
4. Within 30 days prior to January 1, 2008, a panel of representatives of the City of Cortland and the Association Executive Board shall review this program's effectiveness. The volunteer "bunker" program shall be eliminated on January 1, 2008 without the mutual consent of both parties to continue this program for another one-year period. This review shall be performed on an annual basis for the duration of the program. If a scheduled review does not occur within 30 days prior to its expected expiration date then this program shall be terminated.
5. The Association shall be permitted an active decision making role in the development, control and implementation of any program permitting any volunteer firefighter "bunker" program.
6. In the interest of facilitating the success of this program, the above training and certification requirements may be modified upon mutual consent of the Association and representatives of the City of Cortland. Without the unanimous consent of both parties, the above requirements shall not be modified.

Footnote # A: For the purpose of this agreement fire department apparatus shall be defined, as any city owned vehicle carry emergency equipment assigned to the fire department that is intended to respond to incident that the fire department is called upon to mitigate or assist in mitigation.

ARTICLE XXI
MINIMUM STAFFING LEVELS

- A. Provided that the programs described in Articles XIX and Article XX remain in full operation, the City of Cortland agrees to maintain the minimum number of bargaining unit members at 34. These bargaining unit members' positions shall be maintained as a minimum of 10 Captains, a minimum of 2 Electricians and a minimum of 22 Firefighters.

ARTICLE XXII

EQUAL EMPLOYMENT OPPORTUNITY

The Association acknowledges the City's obligation to follow Federal and State Legislation regarding the City's requirement to offer equal opportunity for all qualified individuals without consideration to the individual's age, sex, creed, color, national origin, political affiliation or belief. The Association recognizes the City's concept and philosophy that equal opportunity shall be provided for all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training. All references to bargaining unit members, bargaining unit firefighter's, bargaining unit member's and/or employees in this collective bargaining agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female bargaining unit members and retirees.

The City further recognizes an obligation not to discriminate against any bargaining unit member of the Association on account of the bargaining unit member's legitimate activities on behalf of the Association.

**ARTICLE XXIII
DURATION, CHANGES, SAVINGS**

- A. This agreement shall become effective January 1, 2009, except as stated elsewhere within and shall terminate on December 31, 2010, except as stated elsewhere within.

- B. This document constitutes the sole and complete collective bargaining agreement between the City and the Association, and embodies all the terms and conditions governing the employment of the bargaining unit members in the Association. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is (or may be) subject to collective bargaining.

Any prior commitment or agreement between the City and Association or any individual bargaining unit member covered by this collective bargaining agreement is hereby superseded, however items not specifically covered herein, provided by statute, law, ordinance, resolution, previous conditions of employment, policy or custom, shall continue in force and remain in effect, during the term of this mutually negotiated collective bargaining agreement, provided such benefit does not conflict with a benefit herein provided.

- C. Should any provisions of this collective bargaining agreement be held invalid or unconstitutional by any court of competent jurisdiction, such provisions shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof; and the parties hereto agree to honor the remainder of the contract and meet for the purpose of renegotiating that portion declared unlawful.

D. This collective bargaining agreement effective between the City of Cortland and the Cortland Professional Fire Fighters Association, IAFF Local 2737, reflects the approval and the permanent incorporation of the terms set forth by decision and award of the Public Arbitration panel dated April 17, 1996 (PERB CASE NO. IA95-010: M95-012) (FOR THE PERIOD JANUARY 1, 1995 THRU DECEMBER 31, 1996). This collective bargaining agreement has been amended as to the disposition of related matters between the parties and also as applied specifically to bargaining unit members.

**Cortland Fire Department
2009 Salary Schedule**

Position	ENTRY	1 YR	2 YR	4 YR	6 YR	8 YR	9YR
Firefighter	\$32,992.00	\$34,310.00	\$48,110.00	\$49,997.00	\$51,687.00	\$53,382.00	\$55,610.00
Hourly	\$15.86	\$16.49	\$23.12	\$24.03	\$24.84	\$25.66	\$26.73
1 1/2	\$23.79	\$24.73	\$34.68	\$36.04	\$37.26	\$38.49	\$40.09
10 Hrs OT	\$237.90	\$247.30	\$346.80	\$360.40	\$372.60	\$384.90	\$400.90
14 Hrs OT	\$333.06	\$346.22	\$485.52	\$504.56	\$521.64	\$538.86	\$561.26
Act. Capt	\$12.76	\$12.13	\$5.50	\$4.59	\$3.77	\$2.96	\$1.88
10 hrs	\$127.60	\$121.30	\$55.00	\$45.90	\$37.70	\$29.60	\$18.80
14 Hrs	\$178.64	\$169.82	\$77.00	\$64.26	\$52.78	\$41.44	\$26.32
Captain	\$57,819.00	\$59,520.00	\$60,654.00				
Hourly	\$27.80	\$28.61	\$29.16				
1 1/2	\$41.70	\$42.91	\$43.74				
10 Hrs OT	\$416.80	\$429.10	\$437.40				
14 Hrs OT	\$583.80	\$600.74	\$612.37				

2009 Health Insurance Contribution All Employees 19.5%
 2009 Holidays 12
 2009 Uniform Allowance \$475.00 (Lump sum)
 New Hires shall receive a one time additional Uniform Allowance \$200.00 (Lump sum)

Kelly Time May be sold after Eight (8) Years of Employment (No waiting period)

Vacation
 After 6 months 1 Week
 After second 6 months 1 Week
 After one year 2 Weeks
 After 5 years 3 Weeks
 After 7 years 4 Weeks
 After 15 years 4 Weeks plus 2 additional days off

Sick Time January 1, 2009 18 Sick days (All employees)

Personal Days 4 per year

Holiday 12 per year

Vacation and Holidays May be sold back at anytime after being credited with same.

PLEASE SUBMIT HOLIDAY/VACATION /KELLY TIME ON SEPARATE TIME OF SHEETS

*OK
12/31/08*

AGREEMENT BETWEEN THE CITY OF CORTLAND AND THE CORTLAND PROFESSIONAL FIREFIGHTERS ASSOCIATION

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

Dated: 3-6-2009

Dated: 2-18-09

By: Thomas Gallagher
City of Cortland

By: Christopher J. Johnson
Cortland Professional Firefighters Assoc.

Honorable Tom Gallagher
Mayor – City of Cortland

Christopher J. Johnson
CPFFA - IAFF Local 2737 – President

Representing the Association:
(Negotiation Team Members)

S. Lee Price
S. Lee Price, Cpt – Chairman-Neg. Team
CPFFA - IAFF Local 2737

John M. Rice
John M. Rice – Negotiation Team
CPFFA - IAFF Local 2737

Morgan A. Jones
Morgan A. Jones, Cpt – Negotiation Team
CPFFA - IAFF Local 2737

Thomas M. Tobin
Thomas M. Tobin – Negotiation Team
CPFFA - IAFF Local 2737