

**AGREEMENT BETWEEN
THE CITY OF ITHACA
AND
THE CHIEF OFFICERS' UNIT
AFFILIATE OF THE ITHACA PROFESSIONAL FIRE FIGHTERS ASSOCIATION
IAFF LOCAL 737**

Effective January 1, 2011 - December 31, 2015

Table of Contents

A.	Recognition	1
B.	Management Rights.....	1
C.	Negotiations.....	2
D.	Release Time	2
E.	Contract Administration and Grievance Procedure	3
F.	Member Rights in Disciplinary Matters	4
G.	Workforce Diversity	4
H.	Agency Shop.....	4
I.	Rates of Pay	4
J.	Retirement Plans	6
K.	Retirement Benefits	6
L.	Retirement Bonus.....	8
M.	Clothing Allowance.....	8
N.	Health and Dental Insurance; Wellness Physicals	9
O.	Holidays.....	11
P.	Hours of Work.....	12
Q.	Vacation Allowance.....	17
R.	Bereavement Leave	18
S.	Personal Leave	18
T.	Sick Leave	19
U.	Family Illness Leave.....	19
V.	Extended Family Leave of Absence	19
W.	Maternity Leave	20
X.	Parental Leave.....	21
Y.	Miscellaneous	21
Z.	Rules and Regulations	24
AA.	Compensatory Time for Schools	24
BB.	Entire Agreement.....	25
CC.	Condition and Duration of Agreement	25

AGREEMENT BY NEGOTIATORS	26
APPENDIX A.....	27
APPENDIX B.....	33
APPENDIX C.....	34
APPENDIX D.....	35
INDEX	36

THIS AGREEMENT, made and entered into at Ithaca, New York pursuant to the provisions of Article 14 of the New York State Civil Service law, by and between the City of Ithaca, a municipal corporation, as municipal employer, hereinafter referred to as the "City", and the Chief Officers' Unit of the Ithaca Professional Fire Fighters Association, IAFF Local 737, as representatives of the Assistant Fire Chiefs of the Ithaca Fire Department who are employed by the City of Ithaca, and hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them, and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment; and

WHEREAS, the parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment and incidental matters respecting thereto; and

WHEREAS, it is intended by the provisions of the Agreement that there is no abrogation of the duties, obligations or responsibilities of any agency or department of the City Government which is now expressly provided for respectively by: State Statutes, Charter Ordinances, Ordinances of the City of Ithaca except as expressly limited herein.

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

A. Recognition

The City of Ithaca recognizes the Ithaca Professional Fire Fighters Association, IAFF Local 737, International Association of Fire Fighters (IAFF) as the exclusive bargaining agent for the Chief Officers' Unit. The Chief Officers' Unit will include the title Assistant Fire Chief and will exclude the Fire Chief, the Deputy Fire Chief and all other members of the Fire Department.

B. Management Rights

1. The Chief Officers' Unit recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The Union recognizes the exclusive rights of the City to establish reasonable work rules. Any disputes concerning interpretation or discrimination, shall be subject to negotiation, fact finding and arbitration under the rules of Section E of this Agreement.

2. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.
3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
4. The signing of this Agreement shall not abridge any employee's rights or privileges to which he/she is entitled by ordinance, Civil Service Law, Charter, Board Ruling or historical practice, unless such right or privilege is specifically covered by one (1) or more terms of this Agreement.

C. Negotiations

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Article 14 of the New York State Civil Service Law, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

Timetable

Conference and negotiations shall be carried on by the parties hereto in 2015 as follows:

- Step 1 - Submission of the Unit's demands to the City of Ithaca by July 1, 2015.
- Step 2 - Submission of the City's reply within thirty (30) days of receipt of the Chief Officers' Unit's demands.
- Step 3 - Negotiations to begin as soon as possible by both parties.

D. Release Time

1. The City agrees to allow one (1) Chief Officer (to be in writing) necessary time off with pay during working hours to process claims and/or contract administration disputes.
2. The Union shall advise the City of the name of its negotiators. The Unit shall be allowed a total of one hundred (100) hours of employees' base salary for the time spent in negotiations during regular working hours during the life of this Agreement, if needed, to be regulated by the Fire Chief.
3. The City agrees to allow one (1) Chief Officer (to be named in writing) time off with pay during working hours to a maximum of nine (9) days for conducting Unit business.

4. The above release time provisions shall be subject to the following:
 - a. The Chief Officer requesting release time shall make arrangements with another Chief Officer for coverage of his/her work duties; and
 - b. Notification, in writing, of said schedule change must be submitted to the Fire Chief, or in the Fire Chief's absence the Deputy Fire Chief, at least forty-eight (48) hours prior to the scheduled negotiation session; and
 - c. The Chief Officer who provides coverage shall receive compensation for the hours he/she covers, at the straight time rate, in the form of either cash or compensatory time off, at the employee's option.

E. Contract Administration and Grievance Procedure

In the event of a dispute between the parties to the Agreement involving the interpretation or application of any provisions of this Agreement, either party shall have the right to resolve the dispute in the following manner:

1. The dispute shall be presented to the Fire Chief, in writing, within fourteen (14) calendar days of its occurrence. The Fire Chief, or in the Fire Chief's absence a Deputy Fire Chief, shall discuss the grievance with the President of the Union or his/her designee (said designation to be in writing from President) and issue a written response to the Union within fourteen (14) calendar days of the receipt of the grievance.
2. If the Fire Chief's decision is unsatisfactory to the Union, the Union may appeal the decision to the Mayor within fourteen (14) calendar days of the date of the Chief's decision. Such appeal shall be in writing. The Mayor shall meet with the Union within fourteen (14) calendar days in order to discuss the grievance; and shall respond, in writing, within fourteen (14) calendar days of such meeting.

It is understood that grievance decisions which result in a financial impact on the City will require authorization from the Budget and Administration Committee prior to implementation.

3. In the event that the Mayor's decision is unsatisfactory to the Union, the Union may submit the dispute to arbitration within fourteen (14) calendar days of receipt of the Mayor's decision. If the dispute is not submitted to arbitration within the fourteen (14) day period, the right to arbitration for said dispute shall be waived.

4. For the purpose of administering this section of this Agreement, the parties to this Agreement shall select and employ a competent arbitrator, mutually acceptable to both parties, and shall share the cost of said arbitrator equally. If the parties cannot agree on an arbitrator, the Union shall file a request with the New York State Public Employment Relations Board (PERB) to provide an arbitrator through established PERB procedures. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement and shall have no authority to determine any other issue not so submitted. The decision of the arbitrator shall be final and binding upon the parties.

F. Member Rights in Disciplinary Matters

The parties agree to the language regarding member rights in disciplinary matters set forth in Appendix A of this Agreement.

G. Workforce Diversity

The Union recognizes and supports the City of Ithaca's Diversity Statement, as it exists at the time of signing as set forth in Appendix B, and its commitment to diversity and creating an environment where each employee has an opportunity to reach his/her full potential.

H. Agency Shop

The Union, having been recognized as the exclusive representative of the Chief Officers' Unit within the negotiating unit, shall be entitled to have deductions made from the wages and salaries of employees of said bargaining unit who are not members of the Union, IAFF Local 737, the amount equivalent to the dues levied by the Union, IAFF Local 737, and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to the Union, IAFF Local 737.

I. Rates of Pay

1. The rates of pay for Assistant Fire Chiefs shall consist of a provisional/probationary level and one step for permanently appointed officers who have completed their probationary period.

2. Effective January 1, 2011, the rates of pay shall be as follows:

Provisional/Probationary	(max Lt. + 8%)
Permanent step	\$90,725

3. Effective January 1, 2012, the rates of pay for Assistant Fire Chiefs shall be as follows:

Provisional/Probationary	(max Lt. + 8%)
Permanent step	\$92,086

4. Effective January 1, 2013, the rates of pay for Assistant Fire Chiefs shall be as follows:

Provisional/Probationary	(max Lt. + 8%)
Permanent step	\$93,928

5. Effective January 1, 2014, the rates of pay for Assistant Fire Chiefs shall be as follows:

Provisional/Probationary	(max Lt. + 8%)
Permanent step	\$96,041

6. Effective January 1, 2015, the rates of pay for Assistant Fire Chiefs shall be as follows:

Provisional/Probationary	(max Lt. + 8%)
Permanent step	\$98,442

7. Assistant Chiefs serving on a provisional or probationary basis shall receive the provisional/probationary rate of pay, which shall equal the maximum Lieutenant rate plus 8 percent. After successfully completing the probationary period, the Assistant Chief shall receive the maximum full performance rate. (If the probationary period set by the local Civil Service Commission changes, this section may be reopened.) Any employee who is assigned to work as an Assistant Chief on an acting basis shall receive out of title pay at the provisional/probationary rate.

8. The minimum salary for an Assistant Fire Chief shall be at least eight percent (8%) higher than the maximum salary of a Fire Lieutenant.

9. The salaries and wages of employees shall be paid weekly.

10. Paragraph "a" below describes the procedure through which an employee can earn compensation for college credits through December 31, 2002. Compensation for credits earned in this manner shall not be diminished in any way and will continue to be paid after December 31, 2002. Paragraph "b" below describes the procedure through which an employee promoted after January 1, 2003 can earn compensation for college credits.

- a. Each member who earns college credit hours toward a degree in Fire Science shall, upon submitting satisfactory evidence to the City Controller, receive additional annual compensation of \$15.00 per credit hour. If a member has matriculated in a degree program, they will receive \$25.00 per credit hour not retroactive. Employees shall receive credit only for those courses completed while employed by the City of Ithaca. All courses mandated by the State of New York are excluded from this provision.
- b. The City agrees to provide an additional salary benefit of two percent (2%) of the employee's base pay to all employees starting on the next full payroll period following their successful completion of and receipt of an associates degree in fire science, fire administration, or a baccalaureate degree in any subject related to enhanced job performance.

J. Retirement Plans

1. The City agrees to the installation of the New York State Retirement Plan Chapter 545 of 1967, Section 384-D which is OPTIONAL twenty (20) year retirement.
2. The City agrees to adopt Section 302-9D of the New York State Employees' Retirement System (final average salary) effective January 1, 1984.
3. In the event the City of Ithaca adopts New York State Retirement Plan 384-E for employees represented by the Ithaca Professional Fire Fighters Association, employees in the Chief Officers' Unit shall receive the same benefit.
4. The City agrees to assume and to make the payments for the contributions of all members of the Unit covered by this Agreement who are now members of the New York State Police and Fire Retirement System and hired by the City of Ithaca on or before December 31, 2011.
5. All members hired on or after January 1, 2012 shall participate in the New York State Police and Fire Retirement System in accordance with and subject to the provision of the statutes of the State of New York now applicable or as they may hereafter be amended.

K. Retirement Benefits

Section 1: Choose Option 1 or Option 2:

1. At retirement, an employee may return all of his/her accumulated sick time to the City of Ithaca for the purpose of obtaining extended health insurance coverage. Each day (12 hours) of leave time returned to the City will entitle the employee to one (1) month of free health insurance coverage.

Under this option, the employee may also elect to return his/her accumulated compensatory/holiday time and/or vacation time to the City for the purpose of obtaining extended health insurance coverage at the rate specified above.

The health insurance benefits available to the employee shall be the current benefit plan.

2. At retirement, an employee may elect to receive cash payments for accumulated leave time up to the limits specified below, with excess time applied toward the cost of extended health insurance coverage:
 - a. Sick leave: cash payment of up to \$11,000. All excess time (computed at the employee's current rate of pay) applied toward the cost of extended health insurance coverage.
 - b. Holiday time: cash payment for up to two-hundred (200) hours. All excess time (computed at the employee's current rate of pay) applied toward the cost of extended health insurance coverage.
 - c. Vacation and Compensatory time: full cash payment.

Section 2

Upon the exhaustion of leave time credits specified in Option 1 and Option 2 above, the City will extend health insurance coverage to retirees or dependents only by direct full payments to the City by the retiree or dependent at the rate established by Common Council.

Section 3

Upon the death of an employee prior to retirement, his/her spouse or dependents may elect either Option 1 or Option 2 as compensation for the employee's accumulated leave time.

Section 4

Upon the death of a retiree, his/her spouse or dependents may continue health insurance coverage pursuant to the option selected by the employee at retirement.

Section 5

The City will pursue the purchase of a Medicare Supplemental health insurance plan for retirees receiving Medicare benefits.

Section 6

The employee shall notify the Human Resources Department as to which retirement option he/she has selected at least thirty (30) days prior to retirement.

L. Retirement Bonus

1. The City agrees to pay an employee covered by this agreement a bonus in the amount of \$5,500 upon retirement under the provisions of the New York State Retirement System. This bonus shall be paid out at any time during the year, provided sixty (60) days notice.
2. This bonus shall be made payable either in a lump sum on or before the employee's official retirement date, or paid in equal increments in the employee's paychecks remaining between the submittal date of the resignation letter and the actual resignation date. The employee shall notify the Fire Chief, in writing, of which payment said employee desires no later than the submittal date of the resignation letter.

M. Clothing Allowance

1.
 - a. The clothing program shall be a quartermaster style program where new issue of an approved uniform or clothing item will be made upon turn-in of an unserviceable item for replacement. There will be no "clothing allowance" per se, however, laundering facilities will be provided by the Fire Department.
 - b. Unserviceability shall be determined based on overall wear and tear, damage, improper fit, or other factors that render the item unfit for use for that officer.
2. Any approved items of clothing, including dress uniform items or alternates in addition to the approved list, may be replaced under this program, on an item-for-item basis.
3. The program shall be administered by the Fire Chief or the Fire Chief's designee.
4.
 - a. The program will operate on an "order at turn-in" basis, meaning that an order for a new replacement item will be made upon acceptance of an unserviceable item for replacement.
 - b. Orders will be placed at the beginning of each month for items received for replacement during the preceding month.

- c. If a serviceable item that has been previously turned in is available, it may be offered as a temporary replacement until the newly ordered item is received.
 - d. The Fire Department shall not be obligated to maintain an inventory of new items to support this program.
 - e. Any item turned in must be laundered prior to turn-in.
- 5. At the outset of the program, a maximum of six (6) of each item currently listed on Appendix C may be turned in for replacement. Thereafter, such exchange shall be on a single item-for-item basis, to a maximum of six (6) per calendar year.
 - 6. If a new item is added to the approved list, the initial issue for those desiring the item will be up to four (4) units, depending on the type of item added, as specified on the approved issue list (Appendix C).
 - 7. Items on the "Supplemental List" currently maintained as part of the Fire Fighters' and Lieutenants' clothing allowance program, shall become a component of the Chief Officer's Unit clothing program. The initial issue of such items shall be one unit per each item.
 - 8. The Department shall provide for the cleaning and maintenance of uniforms at an established cleaning establishment at no cost to the employee. Such establishment to be selected according to the normal purchasing procedures of the Department.

N. Health and Dental Insurance; Wellness Physicals

1. Health

- a. The existing health insurance coverage shall not be diminished without mutual agreement. The benefits provided herein shall be provided by a third party administrator selected by the City. The Labor Management Health Insurance Committee shall function according to the needs of the parties. In the event that either party shall request the Committee to take action or address any issue raised, the Committee shall establish an agenda and schedule such meetings as are necessary to deal expeditiously with the issue(s) raised. Benefits offered through the Labor Management Health Insurance Committee and approval of Common Council shall be made available to employees covered by this Agreement.

- b. Effective January 1, 2011, employees covered by this Agreement will be responsible for paying a prescription drug co-payment of \$2.00 for generic brand drugs and \$10.00 for name brand drugs. Under this co-payment each prescription may be filled for up to a three (3) month supply. This co-payment is not reimbursable through any section of the health insurance program
- c. Effective January 1, 2012, employees covered by this Agreement will be responsible for paying a prescription drug co-payment of \$5.00 for generic brand drugs, \$15.00 for name brand drugs with no generic equivalent, and \$30.00 for name brand drugs with a generic equivalent. Under this co-payment each prescription may be filled for up to a three (3) month supply. This co-payment is not reimbursable through any section of the health insurance program.
- d. Effective January 1, 2011, employees covered by this Agreement shall be responsible for paying 10% of the yearly health insurance premium equivalent (for either an individual plan or a family plan, depending on his/her coverage). This percentage shall be adjusted based on the employee's salary and as outlined in Appendix C of this Agreement. The premium equivalent used for calculating the health insurance contribution paid by employees shall not exceed the previous year's premium equivalent used for calculating the health insurance contribution, by more than 10%.
- e. Effective January 1, 2012, employees covered by this Agreement shall be responsible for paying 13% of the yearly health insurance premium equivalent (for either an individual plan or a family plan, depending on his/her coverage). The premium equivalent used for calculating contributions in 2012 shall be established at \$17,971 annually for a family plan and \$7,787 annually for an individual plan.
- f. Effective January 1, 2013, employees covered by this Agreement shall be responsible for paying 16% of the yearly health insurance premium equivalent (for either an individual plan or a family plan, depending on his/her coverage). The premium equivalent used for calculating the health insurance contribution paid by employees shall not exceed the previous year's premium equivalent used for calculating the health insurance contribution, by more than 10%.
- g. Effective January 1, 2014, employees covered by this Agreement shall be responsible for paying 20% of the yearly health insurance premium equivalent (for either an individual plan or a family plan, depending on his/her coverage). The premium equivalent used for calculating the health insurance contribution paid by employees shall not exceed the previous year's premium equivalent used for calculating the health insurance contribution, by more than 10%.

- h. Effective January 1, 2015, employees covered by this Agreement shall be responsible for paying 20% of the yearly health insurance premium equivalent (for either an individual plan or a family plan, depending on his/her coverage). The premium equivalent used for calculating the health insurance contribution paid by employees shall not exceed the previous year's premium equivalent used for calculating the health insurance contribution, by more than 10%.
- i. The premium equivalent for the upcoming year shall be established and communicated by November 15 of the year prior (for example, the premium equivalent for 2012 shall be established by November 15, 2011). In the event that a new premium equivalent is not established by November 15, a maximum premium equivalent shall be established and communicated.

2. Dental

The City will pay to the Carrier of the dental plan for the Ithaca Professional Fire Fighters Association, IAFF Local 737, \$300.00 per employee/family annually.

Payment to the Carrier will be made in twelve (12) equal monthly payments within each contract year. However, the Unit may opt to join the City dental plan, applying the applicable yearly amount per employee/family to that coverage.

3. Wellness Physicals

For the purposes of certifying an employee's fitness to perform the job according to the applicable requirements 29 CFR 1910 and, so long as the physical examination conducted by an employee's personal physician meets OSHA standards, the City will pay the RFP rate for physicals conducted by a personal physician, or the City will pay the full rate if the employee is seeing a personal physician for an on going medical problem requiring physicals, no more than once per year.

O. Holidays

- 1. All employees, whether on duty or off, shall receive twelve (12) hours of holiday time off, unless otherwise specified for the following holidays and shall be credited for such time off on January 1st of each year.

The holidays are as follows:

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

2. An employee may cash in up to sixty (60) hours per year of unused holiday time, compensatory time, or some combination thereof, provided that the employee informs the Fire Chief of the request to cash in leave time by July 15 of the previous year.

For example: An employee wishes to sell forty-eight (48) hours of holiday time in 2013. Said employee would first declare such intent by July 15, 2012. On or before March 31, 2013, said employee shall be paid for forty-eight (48) hours of unused holiday time at his/her 2013 straight time rate.

P. Hours of Work

1.
 - a. Employees shall report on time for duty and no employees shall go off duty until properly relieved in quarters by the Chief Officer assigned as his/her relief, or in lieu of such relief by authorization of the Chief Officer in charge. Tours of duty shall be from 7:00 A.M. to 5:00 P.M. for the day shift and from 5:00 P.M. to 7:00 A.M. for the night shift. Early or late shift change times will be allowed between the members and their relief if the time is mutually agreeable between the two Chief Officers and there is no interruption of the Fire Department procedures.
 - b. Tour of duty shall consist of two (2) consecutive day shifts of ten (10) hours, followed by two (2) consecutive night shifts of fourteen (14) hours, followed by four (4) days of twenty four (24) hours each off.
 - c. No Assistant Chief shall be allowed or required to work more than twenty four (24) consecutive hours with the exception of emergency situations. Employee "mutuals" shall be governed by this provision as well. Unless specifically approved by the Fire Chief as a result of an emergency situation, employees working in excess of 16 hours are required to be off duty for a minimum of 8 hours before working again.

For the purposes of this section (O.1.c) only, working shall be defined as an employee who is assigned to duty at a fire station, and whose primary responsibility shall be emergency response. Working in this context is not out-of-house training, voluntary work, or other non-response related tasks.

- d. The two day, two night shift will be retained by the Assistant Chiefs for so long as that shift is worked by the Fire Fighters and Lieutenants. If necessary, the Assistant Chief's schedule will be altered to match the schedule negotiated for the Fire Fighter's and Lieutenants.
- e. The Assistant Chiefs who are assigned to special duties shall work a nominal forty hour work week. The actual scheduled hours shall be dependent upon scheduling demands, department needs and other factors. Prior to each calendar month, the actual scheduled hours for the upcoming month shall be mutually agreed upon between an Assistant Chief assigned to special duties and the Fire Chief, or the Fire Chief's designee, and shall be based upon the following conditions:
 - i) The work schedule for Assistant Chiefs assigned to special duties shall be based upon a 28 day work period. Within that 28 day period there shall be no more than 160 hours of work time scheduled. The work hours scheduled shall not exceed 53 in any 7 day period. An adjustment of scheduled work within the work period may be made if by mutual agreement. Any work performed outside of the schedule described herein shall be compensated on a time and one-half basis (see section O.4.). Any work scheduled or required above the 160 hours per 28 day period or 53 hours per 7 day period requires the approval of the Fire Chief.

2. Work Schedule

The work schedule of the Fire Department will remain as it is unless changed by State or Federal statute, or through negotiations, as specified herein.

3. Compensatory and Holiday Time

- a. No employee shall be permitted to accumulate more than 480 hours of compensatory time as of the signing of this agreement. Any employee with more than 480 hours of compensatory time at the time of signing, or who obtains more than 480 hours subsequently, shall only be compensated in money without the option to accumulate more compensatory time. Employees may accrue more than 480 hours of compensatory time as long as their total hours of compensatory time and holiday time combined do not exceed 720. Accrual of holiday time will be unlimited.

- b. The City agrees to pay for up to no more than two hundred (200) accumulated hours of holiday time per employee at retirement.
- c. Employees taking Compensatory or Holiday time off shall, when requesting such time, notify the Department which time balance (Compensatory or Holiday) the employee wishes to use. If the employee fails to notify the Department of his/her option, the time off shall be deducted from the employee's Compensatory time balance first and Holiday time second.

4. Overtime

Overtime shall be compensated at one-and-one-half (1.5) times the regularly hourly rate either in compensatory time or in wages, at the option of the officer.

All employees called in to work overtime shall receive at least three (3) hours pay, either in compensatory time or wages, at one and one-half times the regular hourly rate.

Any Chief Officer called in to do work, for which the City is being compensated by an outside third party, shall be compensated at one and one-half times the top pay rate for Chief Officers, regardless of the nature of the work. The Chief Officer shall be paid for a minimum of three hours.

5. Call In, Call Back, Holdover

- a. Call Back is a cancellation of leave time in which the employee will be paid at his/her current rate of pay, when directed to return to work.
- b. Call In is when an employee is called into work outside of the assigned schedule. When an employee is called into work, he/she shall be paid at the rate of one-and-one-half times the employee's current rate, in cash or time at the employee's option.
- c. Employees shall be called in using an alphabetical roster of all available employees on off-duty shifts. Call-in shall be optional.
- d. An Assistant Chief assigned to special duties shall be available for Call In when said Call In will not require the Assistant Chief assigned to special duties to work in excess of twenty four (24) straight hours of work. The Call In shall be outside of the Assistant Chiefs for special duties' regularly scheduled hours of work. Assistant Chiefs for special duties shall be part of the regular Assistant Chiefs Call In list.

- e. Holdover is when an employee is kept on duty beyond his/her scheduled duty. If an employee is held over, he/she shall receive time and one-half for all hours or part thereof the holdover is in effect, in the form of cash or time off at the employee's option. Any employee held over shall be compensated for a minimum of one hour at the time and one half rate. If said holdover is the result of a late arrival of an employee, said employee may be docked, from his/her leave time balance, the equivalent time the employee held over was compensated.
- f. If an employee is held over for a complete shift, the employee shall receive time and one-half in cash or time, at the employee's option, for the full shift, and in addition, the employee shall accrue sufficient compensatory time to allow the employee to take the following shift off with pay, if the employee was regularly scheduled to work the following shift.

6. Emergency Recall and Restricted Page

a. Emergency Recall

- i) The City will provide pagers to Assistant Chiefs. Assistant Chiefs, if available, may be recalled for emergencies via the pager.
- ii) If the employee reports for duty prior to cancellation of the emergency call-in by pager, the employee shall be paid at a rate of time and one-half for all hours worked. An employee will be compensated for a minimum of three (3) hours at that rate. If the employee does not report for duty prior to cancellation by pager, the employee shall not be eligible for compensation.
- iii) The employee must be fully equipped and ready to perform duties (i.e. in full turn out gear) when reporting for work.

b. Restricted Page

- i) A minimum of one (1) off duty Assistant Chief shall be available for assignment by the Fire Chief or the Deputy Fire Chief to restricted page. This assignment is for recall by pager when so requested by the Duty Chief and when the Fire Chief or Deputy Fire Chief has authorized such assignment.
- ii) The Assistant Chief on restricted page must have the assigned pager in his/her proximity at all times and be within 30 minutes response time from the City of Ithaca.

- iii) The Assistant Chief on restricted page must be fit for duty at all times. If his/her status changes at any time during the period (e.g. sickness), the Duty Chief must be notified to arrange for another Assistant Chief to assume the restricted page assignment.
- iv) If the Assistant Chief on restricted page is called in for duty, the Assistant Chief shall be compensated at the rate of time and one-half in time or in salary, at the employee's choice, for all hours worked. A minimum of four (4) hours shall be paid at that rate from the time of the call.
- v) If possible, a Department vehicle shall be provided for the Assistant Chief on call. If no Department vehicle is available, the Assistant Chief on call shall be reimbursed for mileage at the prevailing IRS rate for travel from home to the City of Ithaca, if called in.
- vi) Selection for assignment to restricted page shall be accomplished by use of an alphabetical roster of all available employees on off-duty shifts or assignments. Such roster shall be maintained separately from the overtime call-in list.

7. Kelly Time

- a. In December of each year, each Assistant Chief serving on a regular shift will select a two (2) week period in January, February, March, or November, December. In the event the Officer does not select such days or in the event there is a conflict between Officer's selections, the Chief shall assign Kelly Days to the Officers affected.
- b. The provisions of section 0.7.a. above notwithstanding, all Assistant Chiefs assigned to regular shifts shall receive Kelly Time in the form of 96 hours of cash or time, at the employee's option (see below), at the straight time rate; provided however, that should Section 207(e)(5) of the Fair Labor Standards Act be amended so that the payment of Kelly Time is no longer excludable when calculating an employee's regular rate of pay, this provision shall become null and void. Should this occur, all Assistant Chiefs assigned to regular shifts shall receive Kelly Time in the form of 96 hours of time off which shall be scheduled pursuant to Section 0.7.a. above.
- c. Examples of employee's Kelly Time options:
 - 96 hours off
 - 96 hours paid
 - 48 hours off, 48 hours paid

- d. Each employee electing to be paid for Kelly time shall elect one of the following payment options:

All benefits to be paid in a lump sum payment on or before December 15th in the year in which the Kelly time is earned;

or

All benefits to be paid on an average weekly basis.

- e. Assistant Chiefs assigned to special duties shall not be eligible for Kelly Time.

8. Voluntary Work

When an employee elects to perform voluntary work, such as training instructor, vehicle maintenance, building maintenance, etc., for the Department outside of the employee's regular shift assignment, compensation shall be at the one and one-half rate in cash or compensatory time off, at the employee's option.

Q. Vacation Allowance

1. Accrual

- a. Effective January 1, 2011:
 - i) After completion of one (1) year, each employee shall be entitled to two (2) shifts vacation with pay.
 - ii) After completion of five (5) years, each employee shall be entitled to three (3) shifts vacation with pay.
 - iii) After completion of ten (10) years, each employee shall be entitled to four (4) shifts vacation with pay.
 - iv) After completion of fifteen (15) years, each employee shall be entitled to five (5) shifts vacation with pay.

2. Usage

- a. Vacation time earned by the employee's anniversary date shall be available to him/her anytime during the vacation schedule of that year.
- b. The vacation period shall extend to all times of the year.

- c. One shift of vacation may be split into any full day or night combination amounting to two (2) days and two (2) nights, providing that the time off is arranged at least four (4) days in advance or, if requested at the last minute, the time off will not cause the City to pay another employee overtime.
- d. An Assistant Chief assigned to special duties shall be entitled to take vacation leave in any combination of whole hour increments that the employee desires. Vacation shall be charged on an hour-for-hour basis.
- e. Assistant Chiefs requesting consecutive time-off periods in excess of two (2) shifts using vacation, kelly, compensatory, holiday leave, or any combination of same, must notify the Fire Chief one month prior to the start date of such time-off. Exceptions may be granted for an emergency situation.

R. Bereavement Leave

- 1. Where there is a death in the employee's immediate family or in the immediate family of the employee's spouse or domestic partner, an employee may be allowed a leave of absence with pay up to a maximum of four (4) days at the time of the death, funeral, or memorial service, and upon notification of the Chief or his designee.
- 2. The immediate family is defined as the spouse, parent, grandparent, child, brother, or sister of the employee; or the parent, grandparent, child, brother, or sister of the spouse. It may also apply to any other relatives living in the same household. The immediate family will also include domestic partner of the employee, as defined by the City of Ithaca Domestic Partnership ordinance.
- 3. Employees shall request such leave as soon as is practicable upon the occurrence of the death.
- 4. The City may grant additional leave under this provision, if, in the City's discretion, such leave is warranted.

S. Personal Leave

- 1. Each employee (no more than one (1) per shift) shall be entitled to two (2) guaranteed personal days a year to conduct personal or family business.
- 2. Personal days are not to be cumulative; however, unused personal days will be added to the employee's sick time accumulation.

T. Sick Leave

1. The rate of accumulation shall be one (1) day per month commencing on and available on the employee's beginning employment date. The rate of accumulation shall be based on twelve (12) hours per day.
2. The accumulation of sick leave is to be unlimited.
3. Sick leave shall be accountable on an hourly basis.
4. Sick Bank

All employees covered by this Agreement shall be able to transfer supplemental and/or sick time to another employee who has exhausted his/her sick time at their option; provided, however that such transfers shall be allowed only for the purpose of covering absences from work. Notifications of transfers shall be made in writing to the Fire Chief.

U. Family Illness Leave

1. Earned sick leave may be used for either the employee's own illness or illness to a member of the immediate family. If the leave is used for a member of the immediate family, the city may seek validation of the family illness. Sick leave used by the employee, whether for the employee or immediate family shall be deducted from the employee's sick leave.
2. For the purpose of this Article, family shall be defined as the spouse of the employee, or the child, brother, sister, parent or grandparent of the employee or of the employee's spouse. The immediate family will also include domestic partners as defined by the City of Ithaca Domestic Partnership Ordinance or any other relative living in the same household.
3. An employee shall not be required to identify for whom he/she is taking the family illness leave at the time of call-in. The Fire Chief retains the right to inquire regarding identification of the family member.

V. Extended Family Leave of Absence

1. Each employee may receive up to thirty (30) consecutive days of unpaid leave per year to care for seriously ill/injured children, seriously ill/injured parents, grandparents, other immediate family or domestic partners as defined by the City of Ithaca Domestic Partnership Ordinance. An extension beyond the thirty-day period may be granted by the Fire Chief, at his/her discretion.
2. An employee shall notify the Fire Chief, in writing, as soon as he/she is in need of such leave.

3. Family leave will be granted without restricting or diminishing any employee's rights under Worker's Compensation Law or any other applicable Federal, State or local statute.
4. The City of Ithaca shall provide full and continuous health insurance coverage for the first thirty (30) days of family leave granted under this provision.
5. Employee's departmental seniority shall be calculated as if the employee were continuously on duty.

W. Maternity Leave

Maternity leave shall be granted for employees for a period of up to one (1) year in accordance with the following requirements:

1. An employee who becomes pregnant shall notify the Fire Chief, in writing, as soon as she becomes aware that she is unable to perform the full duties of an Assistant Chief.
2. When a pregnant employee has determined that she cannot perform her full duties as an Assistant Chief, she shall provide the Fire Chief with medical verification of the extent of her pregnancy-related disability in the same manner as specified in Section 23 of the Fire Department Rules and Regulations for Assistant Chiefs who have suffered a non-work related injury.
3. For an employee with a pregnancy-related disability which prevents her from performing her full duties as an Assistant Chief, the City will provide a light duty assignment under the same provisions as an employee who is injured on duty.
4. In the event that an employee with a pregnancy related disability is restricted from any type of duty, she shall be granted a leave without pay.
 - a. At the employee's option and at any time during the maternity leave, the employee may opt to use any accumulated benefits (sick leave, sick leave bank benefits, vacation leave, personal leave, supplemental leave, bereavement leave, or holiday leave) for the purposes of taking a leave with pay. The aggregate of all such leave shall be considered part of the one (1) year maximum permitted for maternity leave. "Mutuals" will not be accepted for a person on maternity leave.
5. An employee's return to full duty following a short term or full term pregnancy shall require medical verification from the employee's physician in the same manner as any other employee who is returning to full duty assignment after a disability.

- a. An employee who is unable to return to work after a period of one (1) year shall be subject to dismissal pursuant to Section 73 of the New York State Civil Service Law.
6. The City shall provide full health insurance coverage for the employee for the period of the maternity leave. There shall be no charge to the employee.
7. The seniority of the employee shall be calculated as if she were continuously on duty.
8. The City shall provide properly sized protective equipment for an employee who is permitted to remain on full duty. An employee who is unable to wear a regular duty uniform shall be permitted to wear appropriate civilian clothes. The City shall not be responsible for the replacement of any civilian clothing damaged as a result of employment duties. A pregnant employee may use part or all of her clothing allowance for the purchase of such civilian clothing to be worn while on duty.

X. Parental Leave

Pursuant to Section C-109 of the City Charter, any employee taking a parenting leave shall be entitled to use up to eight (8) weeks of accumulated leave time (vacation, Kelly, personal, sick, holiday, compensatory) without providing a doctor's certificate. Parenting leaves shall be available to both male and female employees and shall be available only in the case of childbirth or adoption. Employees may use additional leave time (vacation, Kelly, personal, sick, holiday, compensatory) at the end of the eight (8) week period for parenting leave upon presentation of a doctor's certificate attesting to the necessity for such continued leave from employment.

Y. Miscellaneous

1. Training and Inoculations

- a. The City shall provide training and education as mandated by the State of New York. The City shall provide training and education for various communicable diseases including the prevention and protection of employees and handling/treating those with communicable diseases. The City shall provide testing and inoculation for various communicable diseases including, but not limited to, Hepatitis A, B, Rubella, Polio, Tetanus, and flu for all employees wishing the same.
- b. Payment for such inoculations shall be at the rate established annually by the City, which is based upon an award to provide inoculations made as a result of requests for proposals for providing same from area health providers.

2. Parking

The City shall continue to provide free private parking for employees at Central Station.

3. Mileage

An employee, when using his/her automobile on authorized City business, shall be reimbursed the prevailing IRS rate.

4. Hearings and Jury Duty

- a. All employees requested to appear before legal proceedings dealing with official Fire Department business shall be granted time off with pay and benefits.
- b. When on-duty and required to serve, an employee shall be granted a leave of absence, with pay, with no loss of earned leave, to serve jury duty.
- c. Any compensation received from the court or any attorney including jury duty fees, subpoena fees or witness fees, except expense reimbursement not covered by the City, shall be turned over to the City.

5. Occupational Disability

Any employee injured/sick on occupational duty shall be entitled to salary and benefits as prescribed in the City of Ithaca Fire Disability Leave Benefits Policy (207-a).

6. Lockers

All employees shall be provided with adequate locker space for protective clothing and personal belongings.

7. Vehicle, Apparatus, Equipment Emissions

The City shall provide air quality testing in all Fire Stations with the specific task of reducing and eliminating all residual resulting from vehicle (gas), apparatus (gas/diesel), and power tool (gas/diesel) emissions. A copy of this written report will be provided to the Chief Officers' Unit.

8. Assistant Chiefs' Labor-Management Committee

The City and the Union jointly maintain and support an Assistant Chiefs' Labor-Management Committee which shall meet at reasonable times at the request of either party to discuss and resolve questions of interpretation or application of this Agreement and, also, broader questions which may not be subject to grievance and arbitration procedures, and contract changes.

Subject to discussion shall include but not be limited to:

- a. Personnel (paid, volunteer, bunker)
- b. Occupational health and safety
- c. Equipment
- d. Training and education
- e. Duty, job specifications, and work
- f. Stations and apparatus
- g. Emergency response
- h. Rules and regulations

Decisions and/or failure to agree on any grievable subjects brought before this Committee shall not abridge or waive any employees' rights protected under Section E. - Contract Administration and Grievance Procedure of this Agreement.

9. Special Duty Assignments

Assistant Chiefs will bid annually for assignment to shift or special duty. Such bidding may include special duty assignments such as Municipal Training Officer. Bidding shall occur no later than October 1st of the preceding year. Shift and duty assignments made according to such bids shall require the approval of the Fire Chief.

10. Emergency Medical Technician (EMT)

- a. Effective January 1, 2011:
 - i) Employees who are required to retain EMT certification as a condition of employment are considered to be available at all times unless their certification is expired pending recertification examination. Employees who are certified as EMT's on a voluntary basis are considered to be available unless they notify the Fire Chief, in writing, that they do not wish to be available as an EMT.
 - ii) All off-duty EMS training required for certification shall be compensated at time and one-half rate, time or money, at the employee's option. Travel time for such training, calculated to and from Central Fire Station, shall be paid at straight time rates.

Employees shall be approved to take any necessary classes required by New York State to maintain their basic EMT certification, or other EMT certification levels, at a location of their choosing in Tompkins County or any contiguous county. The Fire Chief may approve attendance at other locations.

iii) Employees choosing to refresh at an EMT level beyond that required on the job description shall receive compensation at time and one-half rate, time or money, at the employee's option for the actual number of contact hours up to a maximum of forty (40) hours.

b. Effective January 1, 2014:

i) Employees shall be approved to take any necessary classes required by New York State to maintain their basic EMT certification, or other EMT certification levels. Employees shall be relieved from duty for all contact hours and travel time necessary for EMT recertification.

ii) Any employee completing the recertification required to maintain certification as an EMT shall, upon presentation of a renewed EMT certificate, be compensated with a recertification stipend of four percent (4%) of said employee's base pay.

iii) Employees choosing to refresh at an EMT level beyond that required on the job description shall be relieved from duty for a maximum of forty (40) hours.

iv) The provisions contained in this subsection apply only to this contract that shall expire on December 31, 2015. This is a "sunset provision" which does not carry over into any subsequent agreement. At the expiration of this agreement, the parties will revert back to the provisions of Section Y.10.a. unless otherwise negotiated.

11. Time Accounting Sheet

a. The City shall continue to print time balances on paychecks weekly, pursuant to the current practice. In addition, and upon request to the office of the Fire Chief, any employee covered by this Agreement shall be provided with a complete accounting of all time credited and used.

b. Any check or direct deposit pay stub that contains payment for anything outside of normal base pay shall be itemized and delineate what the employee is being compensated for, the date(s) of the event, the number of hours being compensated for, and the total compensation for the event. For example:

Voluntary Assignment July 1 5 hours \$182.30

If the payment is a lump sum payment, the check or direct deposit pay stub shall delineate the nature of the payment. For example:

Kelly Time \$3500.17

Z. Rules and Regulations

Any change in Departmental Rules and Regulations which impacts upon terms and conditions of employment shall not be made without consent of the Union.

AA. Compensatory Time for Schools

1.

- a. Any employee who desires to further his/her education by taking certified fire service or emergency medical service courses, may request permission to do so from the Fire Chief.
- b. If the Fire Chief approves the employee's request, the employee shall either be relieved from duty (if on-duty) or be credited with money or compensatory time, at the employee's choosing, on a straight time basis (if off-duty), hour for hour for either the course credit hours or instructor contact hours, whichever is less. In addition, the City shall pay the cost of schooling, and reimburse the employee for mileage and meals. Any courses paid for by the City under this provision shall be exempted from college credit payments described in this Agreement.
- c. Employees who attend school under this provision shall be required to perform the service they were trained for, and may also be required to share the knowledge attained at the school with other employees of the Fire Department, if directed to do so by the Fire chief.

BB. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding thereto are set forth with this Agreement. Therefore, the City and the Association, for the duration of this Agreement, each agree that they shall not be obligated to engage in any negotiations, except for changes which impact upon terms and conditions of employment.

CC. Condition and Duration of Agreement

This Agreement shall remain in full force and effect commencing on the first (1st) day of January, two thousand and eleven (2011) and terminating on the thirty-first (31st) day of December, two thousand and fifteen (2015).

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

AGREEMENT BY NEGOTIATORS

Ithaca Professional Fire Fighters Association

President:

Date:

Negotiator:

Date:

City of Ithaca

Mayor:

Date:

City Clerk:

Date:

Appendix A

Member Rights in Disciplinary Matters

1. Member Rights

a. Initial Understanding

No member shall be disciplined, discharged, reduced in rank or compensation without a finding of just cause as a penalty for misconduct or incompetence.

b. Definitions – Each of the these definitions applies to all provisions in this section entitled “Member Rights in Disciplinary Matters.”

- 1) Department means the Ithaca Fire Department.
- 2) Chief refers to the Fire Chief.
- 3) Member shall mean any employee of the Department represented by the Union.
- 4) Representative means any person designated by the Union or the member to act on behalf of the member and/or Union.
- 5) Days mean regular business days of the City, unless otherwise noted.
- 6) Service means delivery of written notice by first class and certified mail, return receipt requested or by hand delivery of notice.
- 7) Counseling Memorandum means a written communication to a member intended to call attention to breaches in policy and/or procedure and for the purpose of instructing said member on more appropriate conduct or correcting the member’s behavior. Counseling memoranda are not intended to draw conclusions and shall not be used to punish members. Counseling memoranda do not constitute discipline for the purpose of this section.
- 8) Discipline includes any written reprimand or written reference to an oral reprimand, reduction in compensation, demotion in salary grade, imposition of a fine or suspension, which the Department seeks to impose on a member as a penalty for misconduct or incompetence.
- 9) Discharge means termination from service as an employee of the Department, following a hearing with a determination of just cause, which the Department seeks to impose as a penalty for misconduct or incompetence.
- 10) Notice of Discipline means a specific written document informing a member of each and every charge, date, policy and/or contract violation, and any other basis that provides the Department with their right to bring a disciplinary action against said member and what punishment, if any, the Department may seek.

c. Rights to Representation

- 1) When a member is the subject of an investigation, the Union President shall be advised, prior to any investigatory questioning of the subject member, that the member is the subject of an investigation.
- 2) Whenever a member who is the potential subject of a disciplinary action is summoned to a meeting with the Chief or the City for matters of discipline or discharge, or at any proceedings thereafter, the City or its representative shall make the member aware that he/she has the right to Union representation and shall inform the member of the issue to be discussed at the meeting.
- 3) Whenever a member who *is not* the potential subject of a disciplinary action is summoned to a meeting with the Chief or the City for matters of discipline or discharge pertaining to another member or City employee, and such member, during the course of the meeting becomes the potential subject of a disciplinary action, the City or its representative shall make the member aware that he/she has the right to Union representation and any protections pertaining to a subject of discipline shall then apply.
- 4) The Chief shall provide the member up to three (3) days to obtain representation for the meeting
- 5) A member may, at any stage of these proceedings, by way of written communication to the Chief and Union President, waive his/her right to union representation, which waiver shall apply to that stage and any subsequent stage thereafter. However, the member may rescind such waiver by written communication to the Chief and the Union President.

d. Investigatory Suspensions

- 1) Prior to initiating formal disciplinary action against a member, pursuant to this section entitled "Member Rights in Disciplinary Matters", the Chief, upon learning of and having a reasonable belief that a member has demonstrated incompetence or engaged in misconduct which generates concern for the safety and welfare of other members or the public, may suspend the member against whom the allegation is made, with pay and benefits, up to thirty (30) calendar days in order to further investigate the allegation.
- 2) If the allegation proves unfounded, all records of the allegation shall be removed from the member's personnel file and retained in a confidential file in the Chief's office for use only in the event that the City or the member is sued regarding the member, the event, or the Department's investigatory practices. The member shall immediately return to active duty with no loss of pay or other contractual benefits.
- 3) If, after further investigation, the Chief believes the allegation to be substantiated, disciplinary action may be taken pursuant to this section, "Member Rights in Disciplinary Matters."

e. Limitations on Actions

No disciplinary action against a member shall be commenced by the City more than eighteen (18) months after the occurrence of the alleged acts for which discipline is being considered. Such time limitation shall not apply where the act(s) would, if proven in a court of appropriate jurisdiction, constitute a criminal offense.

f. Informal Resolution Procedure

Prior to the service of formal charges, the Chief may initiate a meeting with the member and the Union for the purpose of resolving the situation informally.

If the City intends to use anything the member says in the meeting against the member in any disciplinary action, the member will be informed at the beginning of any such meeting that whatever he/she says may be used against the member in any such action. The member may refuse to answer any questions and in such case this refusal shall not be considered insubordination. In the event that the meeting does not resolve the disciplinary action, formal charges may be served on the member after the meeting.

g. Procedures for Discipline

- 1) Where the Chief has a reasonable, well-founded belief that a member is guilty of misconduct or incompetence, the Chief may initiate disciplinary action. If disciplinary action is taken, it shall be commenced by serving upon the member and Union president a notice of discipline.
- 2) If a member desires that the matter be resolved through the disciplinary procedure contained herein (an arbitration hearing), the member, or the Union on behalf of the member, shall serve upon the Chief notice that he/she desires an arbitration hearing. Said notice shall be served within ten (10) days of receipt of the notice of discipline. If the member, and the Union on behalf of the member, fail to provide the Chief with said notice within ten (10) days, the charges shall be deemed sustained.
- 3) If the member chooses an arbitration hearing and if the penalty being sought is discharge, the member will be suspended with pay and benefits, as provided in the subsection below entitled "Salary Protection During the Disciplinary Process".

h. Discovery

- 1) The parties agree that once disciplinary action has been initiated, disclosure of certain information may assist the parties in the search for the truth and in reaching resolution of a dispute involving discipline or discharge. Therefore, the parties agree to provide to the requesting party, within ten (10) days after a written request, the following information:
 - a) Names of any known witnesses with knowledge of facts relevant to the charges or specifications;

- b) Any documents, lab tests, scientific tests, photographs, video tapes, drawings, charts, etc...which relate to the charges or specification or that may, or could, be used in either parties' case;
 - c) Copies of sworn statements made by witnesses;
 - d) The identification of any witnesses with first hand information which would tend to mitigate or intensify the penalty.
- 2) Discovery requests shall be considered ongoing and any additional information responsive to the original request discovered at any time during the process should be made available to the requesting party.
 - 3) In no case shall either side be entitled to discovery of the work product of any attorney or labor consultant retained by either party.

i. Procedures for Arbitration

- 1) Selecting the Hearing Officer/Arbitrator
 - a) Within five (5) days of receipt of an employee's demand for an arbitration hearing, the City and the Union shall select a competent hearing officer, mutually agreeable to both parties. If the parties cannot agree on an arbitrator within these five days, they shall file a joint request with the New York State Public Employment Relations Board (PERB) to provide an arbitrator through established PERB procedures.
 - b) Upon selecting an arbitrator, the City and the Union shall jointly write to said arbitrator and request the arbitrator furnish the parties with a list of available dates within the next forty-five (45) days, or the period mutually agreed to by both parties.
 - c) In the event that the selected arbitrator is not able to provide available dates within the period agreed to by both parties, another mutually acceptable arbitrator shall be contacted as provided above. This process shall continue until reaching an arbitrator who is able to provide acceptable available dates for hearing as indicated above.
- 2) Burden of Proof

The Department shall bear the burden of proving that the member is guilty of the charges alleged. In non-discharge cases, the Department must establish the member's guilt by a preponderance of the evidence. In discharge cases, the Department must establish the member's guilt by clear and convincing evidence.

- 3) Requirement of Findings of Fact
In reaching a decision after a disciplinary hearing, the arbitrator must make a specific finding, in writing, as to each separate allegation or specification in the notice of discipline. The decision must state whether the City met its burden of proof on each separate specification of the charges and explain the supportive evidence.
- 4) Transcript
The parties, by mutual agreement, may provide for a stenographic record. In such cases the transcript shall serve as the official transcript of the hearing. The costs shall be borne equally between the City and the Union.
- 5) The starting time for the hearings will be mutually agreed to between the Union representative and the City representative.
- 6) The parties agree that post hearing briefs are discouraged, but if required by the arbitrator, said briefs are to be received by the arbitrator within twenty-five (25) calendar days of the close of the oral arguments.
- 7) The arbitrator shall have thirty (30) calendar days after closing the record and/or receipt of the briefs, if any, to render a decision which shall be final and binding upon all parties to the arbitration. Copies of the Decision and Award shall be mailed to the parties' representatives.
- 8) The arbitrator and the parties to the arbitration shall be bound by the Voluntary Rules and Procedures of the American Arbitration Association, to the extent that said rules are not inconsistent with any of the terms of this agreement.
- 9) The member may, at the member's expense, have his/her own representative present at the arbitration hearing and/or related proceedings. The Union and/or member shall have the right to consult with representation at any stage of the disciplinary proceedings, so long as such consultation does not unduly disrupt or delay the proceedings. The Union has the right to be present at any meeting and/or discussion that takes place between the City and the member's representative.

j. Salary and Benefits Protection During the Disciplinary Process

- 1) Investigatory Suspensions. Salary and benefits protection for members during investigatory suspension is covered in subsection d. of this Section.
- 2) Where the proposed penalty is anything less than discharge, the penalty will not be imposed until proceedings, i.e. a final arbitrator's decision or mutual agreement, have been concluded under this Section.
- 3) Where the proposed penalty is discharge, and the member has been directed not to report to work, the Department will continue the member's salary and benefits pending the arbitrator's decision, if the member chooses to challenge the penalty.

k. Cost to the Parties

All costs for the arbitrator's time, travel, etc. will be shared equally between the parties. Each party will pay the party's own witness and exhibit fees and costs.

l. Extensions of Time

By mutual agreement only, the Union and the City can extend any time frame contained herein.

2. Personnel Files

- a. The City shall keep only one official personnel file on each member. The file shall be kept in the City of Ithaca Human Resources Office and may not be viewed by the general public.
- b. Whenever any material of a derogatory nature is to be placed in a member's file, he/she will be notified. The member shall have the right to challenge the material before it is placed in his/her file.
- c. The member may write a response to the derogatory material and/or may grieve its placement in the file if the City will not remove it after the member has so requested.
- d. Upon requesting to do so, a member shall have the right to review the contents of his/her personnel file by the close of the next business day. If a member desires to have his/her Union representative or attorney review the personnel file they shall complete the appropriate authorization form and said representative shall have the right to review the personnel file within 72 hours. The review shall be conducted in the presence of the Human Resources Director or his/her designee. The member/designee shall have the right to copies of the personnel file, at no cost to the member/designee.

Appendix B

City of Ithaca Diversity Statement

The City of Ithaca is committed to a work environment and community governance that values and supports diversity and inclusion. Collectively we will strive to learn about diversity; educate City employees, members of boards and committees and other volunteers; and promote acceptance of the differences of others within our workforce and our community.

Our goal is to strengthen the City's work environment, our government, and our ability to serve our constituents.

In order to accomplish these goals we will:

- Actively seek employees and volunteers with diverse backgrounds.
- Develop and maintain a work environment that supports and nurtures every individual throughout his or her tenure with the City.
- Continue to develop laws, policies and procedures governing our workforce and the City of Ithaca that are mindful and inclusive of our diverse community.

Adopted by Common Council on December 2, 1998

Appendix C

The following items are the approved list for issue and turn-in as described in the Contract between the City of Ithaca and the Chief Officers' Unit of IAFF Local 737.

ITEM NO.	DESCRIPTION	INITIAL ISSUE*
1.	Hanes Tee Shirt	6
2.	Crew Neck Sweatshirt	2
3.	Standard Crew Sweatshirt	2
4.	Regular Hooded Sweatshirt	2
5.	Heavy Hooded Sweatshirt	2
6.	Regular Sweatpants	2
7.	Reverse Weave Sweatpants	2
8.	Jacket #571 (Windbreaker)	1
9.	Mesh Back Hat	2
10.	Poplin Hat	2
11.	Corduroy Hat	2
12.	Shorts	2
13.	Zippered Sweatshirt	2
14.	Winter Coat	1
15.	Gearbag	1
20.	Shirt, Dress, LS, wht	6
21.	Shirt, Dress, SS, wht	6
22.	Trouser, Blue, Men	6
23.	Trouser, Blue, Women	6
26.	Shirt, FR, LS, wht	6
27.	Shirt, FR, SS, wht	6
28.	Trouser, FR, Blue, Men	6
29.	Trouser, FR, Blue, Women	6
30.	Jacket liner, sleeve	1
31.	Jacket liner, sleeve	1
32.	Jacket liner, vest	1
33.	Service suit	1
34.	Sweater, zippered	1
35.	Belt, black	1
36.	Dress Hat	1
37.	Winter Hat	1
38.	Shoes, Black, pr	2

*Initial issue upon the hiring of a new employee.

INDEX

<p>Agency Shop..... 4</p> <p>Appendix A27-32</p> <p>Appendix B..... 33</p> <p>Appendix C..... 34</p> <p>Appendix D..... 35</p> <p>Assistant Chiefs' Labor-Management Committee 23</p> <p>Bereavement Leave 18</p> <p>Call In, Call Back, Holdover 14-15</p> <p>Civil Service Law Article 14..... 2 Section 73 21</p> <p>Clothing Allowance.....8-9</p> <p>Compensatory and Holiday Time 13</p> <p>Compensatory Time for Schools.....24-25</p> <p>Condition and Duration of Agreement 25</p> <p>Contract Administration and Grievance Procedure..... 3-4</p> <p>Contribution, Health Insurance..... 10</p> <p>Co-Payment, Prescription..... 9</p> <p>Dental Insurance 11</p> <p>Disciplinary Matters..... 4</p> <p>Emergency Recall and Restricted Page 15-16</p> <p>EMT24-25</p> <p>EMT Certification.....24-25</p> <p>Emergency Medical Technician.....24-25</p> <p>Entire Agreement..... 25</p> <p>Extended Family Leave of Absence 19-20</p> <p>Family Illness Leave..... 19</p> <p>Health Insurance9-10</p> <p>Health Insurance, Contribution..... 10</p> <p>Health Insurance, Prescription Co-Payment..... 9</p> <p>Hearings 22</p> <p>Holidays..... 11-12</p> <p>Hours of Work..... 12-17</p> <p>Inoculations..... 21</p> <p>Kelly Time 16</p> <p>Labor-Management 23</p> <p>Lockers 22</p> <p>Management Rights..... 1-2</p> <p>Maternity Leave20-21</p> <p>Member Rights in Disciplinary Matters 4</p>	<p>Mileage 22</p> <p>Mutuals 24 hour rule 12 Maternity leave 20 Relief 12</p> <p>Negotiations..... 2 Timetable 2</p> <p>Occupational Disability 22</p> <p>Overtime 14</p> <p>Parental Leave 21</p> <p>Parking 22</p> <p>Personal Leave 18</p> <p>Prescription Co-Payment 9</p> <p>Rates of Pay..... 4-5 College Credit..... 5-6 Minimum Salary 5 Probationary..... 4-5</p> <p>Recognition 1</p> <p>Release Time 2-3</p> <p>Restricted Page and Emergency Recall..... 15-16</p> <p>Retirement Benefits 6-7</p> <p>Retirement Bonus 8</p> <p>Retirement Plans 6 384-E 6 Section 384-D..... 6</p> <p>Rules and Regulations 24</p> <p>Sick Leave..... 19</p> <p>Sick Bank..... 19</p> <p>Special Duty Assignments Bidding for 23 Kelly Time 16 Overtime 14 Vacation Leave 18 Work Schedule 13</p> <p>Third Party Billing, Overtime 14</p> <p>Three Hour Minimum, Overtime 14</p> <p>Training 21</p> <p>Vacation Allowance..... 17-18</p> <p>Vehicle, Apparatus, Equipment Emissions 22</p> <p>Voluntary Work..... 17</p> <p>Wellness Physicals..... 11</p> <p>Workforce Diversity 4</p>
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Work Schedule 13