

**2018-2020**

**LABOR AGREEMENT**

**between**

**THE CITY OF SYRACUSE**

**and**

**SYRACUSE FIRE FIGHTERS ASSOCIATION, LOCAL 280,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO  
(DEPUTY CHIEFS CONTRACT)**

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## **PREAMBLE**

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

## **ARTICLE 1**

### **RECOGNITION AND APPLICATION OF CONTRACT**

#### **1.1 Collective Bargaining Unit**

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

#### **1.2 Application of Contract**

This Contract shall apply to the Deputy Chiefs of Fire within the bargaining unit as defined in Section 1.1.

## **ARTICLE 2**

### **OBLIGATION OF THE ASSOCIATION AND CITY**

#### **2.1 No Discrimination by the Association**

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

2.2 No Discrimination by the City

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

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

**ARTICLE 3**

**CHECK-OFF OF ASSOCIATION DUES AND FEES**

3.1 Open Shop

Employees are free to join or not to join the Association.

3.2 Check-Off Form for Association Members

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

TO: CHIEF OF FIRE, THE CITY OF SYRACUSE

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

I understand that this check-off authorization shall remain in effect until revoked by me in writing. I further understand that my membership in the Association may be revoked by me only within a 30-day period prior to

the anniversary date of this authorization, or within a period prior to the end of the term of the applicable collective bargaining agreement, whichever of the two time periods is shorter.

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

Signature of Deputy Chief of Fire

Date Signed

### 3.3 Check-Off Dues and Fees

Upon receipt by the City of an individual written authorization the City shall while this authorization remains in effect deduct from the Deputy Chief of Fire's pay each month, on a bi-weekly basis, his biweekly membership dues and assessments in the Association. The money so deducted shall be transmitted together with a list of names of the employees from whose earnings the deductions were made, to the Association on or before the 15th day of the month following that in which the deductions were made. No deductions shall be made for any back dues arrearage nor to recoup any amount not deducted because the Deputy Chief of Fire did not receive pay in any given payroll period. The City shall continue to honor unrevoked check-off authorizations already on file. The provisions of this section shall be applicable while the Association represents the members of the bargaining unit.

### 3.4 Commencement of Dues and Assessments Check-Off

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

### 3.5 Amount to be Checked Off

The Association will certify in writing to the City the amount of its regular bi-weekly dues and any assessments to be deducted under the provisions of Section 3.3 as well as the

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

3.6 Indemnity

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

**ARTICLE 4**

**ASSOCIATION MEMBERS**

4.1 Duties of the President and Contract Negotiations

The President and one other Association member of this bargaining unit shall be entitled to a reasonable amount of released time with pay at their regular rate for any legitimate business of the Association, subject to the approval of the Chief of Fire or his First Deputy Chief of Fire.

4.2 Pay for Contract Negotiations

The City's financial obligation for payment for Association members during negotiations for a new labor contract shall be limited to a maximum of 80 hours pay for time lost from work in order to be present at the negotiating table, with no more than two Association members present during negotiations. In the event negotiations exceed 10 days, the City may grant additional paid time off to the members of the negotiating team if it feels that it is in the interest of labor relations to do so.

## ARTICLE 5

### SALARIES

#### 5.1 Salary

Effective January 1, 2008, and retroactive to that date, the base salaries of Deputy Chiefs of Fire shall be as set forth in Appendix A attached hereto.

#### 5.2 Longevity Pay

Each employee of the unit shall receive longevity pay as set forth in Appendix B. Each employee shall receive credit for the time already served. Longevity increments will become payable on a pro rata basis as of the anniversary date of employment. Starting on January 1, 2012 and from there forward, Longevity shall be calculated using the formula in the Firefighters' Contract.

#### 5.3 Extra Duty Compensation

The extra duty compensation shall be three (3) hours of overtime for each command duty. *There can only be one person serving in the capacity of Duty Deputy Chief. Under no circumstances shall the City's compensation liability exceed 365 instances per annum (except for leap years where it shall not exceed 366).* Effective January 1, 2014 Duty Pay shall increase to the rate of 4 hours of overtime for each Command Duty. Effective upon mutual ratification, Duty Pay for each Weekend Duty only (7AM Saturday to 7AM Monday) shall increase two additional hours at the overtime rate for Saturday and two additional hours at the overtime rate for Sunday of Weekend Command Duty.

#### 5.4 Severance Pay

Any member who retires or dies before retirement shall, at the time of his separation, be paid in cash for any unused vacation and any holidays occurring prior to such retirement or death.

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

5.5 Night Premium Pay

The annual night premium for Deputy Chiefs shall be \$1,000.

5.6 Compensatory (Bank) Time

Deputy Chiefs are entitled to retain up to 240 hours of accumulated compensatory time credit earned pursuant to the Local 280 collective bargaining agreement regarding line firefighters. Deputy Chiefs may earn additional compensatory time, in lieu of their day off after a 24 hour duty up to a maximum of 240 hours. Deputy Chiefs may use and replace any compensatory time. This compensation time off will be taken subject to the existing rules covering the taking of personal day and vacation days and the bargaining unit employees may access such bank at the time of their retirement.

5.7 Rank Differential

Effective January 1, 2008, rank differentials shall be increased by the following amounts as reflected in the attached appendix:

1/1/08	1/1/09
\$300.00	\$300.00

5.8 Certain Historical Information (Vault "Bank" the Benefit)

A. The Martin F. Scheinman Compulsory Interest Arbitration Award for 1994-1995 resulted in the Firefighters having their regular work schedules reduced by forty-eight (48) hours per year. The City and its Firefighters were, however, desirous of maintaining the "pre-Scheinman" work schedules and hours, and therefore it was agreed to create a "vault bank

benefit”, effective June 1, 1994, wherein the Firefighters were credited with, and allowed to accrue, “vault bank hours” in lieu of the reduction in hours that would have resulted from the Scheinman Award. Only Firefighters on the City’s payroll as of August 16, 1995 were eligible for this accrual in lieu of the reduction in annual work schedules.

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

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

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

the vault benefit from its commencement through its cessation, would have received a total of 480 hours.

5.9 Calendar Creep

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

5.10 Sick Leave Buyback

Effective November 1, 2008, a sick leave buyback program on the same terms as the buyback program in effect for the Syracuse Police bargaining unit shall take effect for this bargaining unit. The parties may subsequently mutually agree to different terms which are independent of the Police sick leave buyback.

## **ARTICLE 6**

### **HOSPITALIZATION AND MEDICAL PLAN**

6.1 City Obligation

The employee contribution for medical coverage will be increased effective July 1, 2007. As a result, employees will pay \$720 per year for family coverage and \$360 per year for individual coverage. These amounts will be divided by the number of pay periods in the year to come up with a standard amount to be deducted from an employee’s paycheck for each pay period. Consequently, for an employee with family coverage, in a year with 26 paychecks, such an employee will have \$27.69 deducted from each paycheck throughout the year as the employee contribution to health insurance. For an employee with individual coverage, in a year with 26

paychecks, such an employee will have \$13.85 deducted from each paycheck throughout the year as the employee contribution to health insurance.

The City will continue its practice of participating in the premium costs, individual or family, for unremarried widows, and their minor dependents, of Firefighters who died during their term of employment with the Fire Department, pursuant to applicable requirements of New York State Law and applicable regulations. Disputes between the Department Surgeon and an employee as to the appropriate facility for treatment of drug or alcohol abuse shall be subject to the grievance procedure.

Effective July 1, 2017, premium contributions for the City of Syracuse Health Care Benefit Plan for Single member enrollees shall increase from \$143 to \$157.30 per month and Family coverage shall increase from \$286 to \$314.60 per month.

#### 6.2 Change in Group Plan

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

#### 6.3 Health Benefit Changes

Notwithstanding the other terms and provisions of Article 6, the following shall occur:

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

B. Effective after ratification and approval of the 2008-2010 Agreement by the City Common Council:

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

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

D. Prescription Benefits: Increase employee member Co-Pay for Brand name Prescription medications from Twenty dollars (\$20.00) to Twenty-five dollars (\$25.00) and reduce the employee Co-pay for Generic medication Prescriptions from ten dollars (\$10.00) to zero dollars (\$0.00).

#### 6.4 Group Dental Plan

The City will make available to bargaining unit employees a Group Dental Insurance Plan with benefit levels which are equal or comparable to the dental benefit levels contained as of January 1, 1983 in the POMCO T-1, Dental Plan. Employees who elect employee only coverage will pay \$7.00 per month and employees who elect family coverage will pay \$15.00

per month with the City paying the remainder of such costs. The annual per person dental benefit will be capped at \$1,500.00. Effective January 1, 2003, all bargaining unit employees will have their orthodontic benefit increased from \$600.00 to \$1,200.00.

#### 6.5 Retiree Health Insurance

For individuals who retire after September 7, 2007, the parties further agree that the City retains the right to implement retiree health insurance plan design changes and to adjust co-payments and deductibles and out-of-pocket costs on terms that are commensurate with plan design changes and co-payments, deductibles, and out-of-pocket costs for active employees. The Association acknowledges that active firefighters and retirees have different plans and, therefore, the City has the right to make changes that are similar to those made for actives under the active health insurance plan in effect for active employees; such changes do not have to mirror the active plan or plans in areas where the plans differ as long as the plan design changes for both actives and retirees are commensurate on the whole. The language in this paragraph relating to the City's right to make changes to retiree health insurance shall be construed broadly.

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

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

- A. He/she must have 10 years employment (full or part-time) with the City of Syracuse;
- B. He/she must be eligible to retire with a pension from the NYS Police and Fire Retirement System and/or New York State Employees Retirement System;

- C. He/she must immediately collect the pension upon leaving City Payroll; and
- D. He/she must be currently enrolled in the City's health plan.

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

6.6 Same Sex Domestic Partner Benefits

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

**ARTICLE 7**

**HOLIDAYS**

7.1 Contract Holidays

The City recognizes that Deputy Chief of Fires are entitled to 15 paid holidays.

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- President's Day
- Easter
- Memorial Day
- Flag Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

The parties recognize that the above Holidays are in satisfaction of any City obligation for Veteran's Day and Memorial Day that may be required for Veterans.

7.2 Pay Provisions

City will pay to bargaining unit employees the holidays referenced in Article 7.1 based upon twelve hours calculated at the average straight time bi-weekly salary for each employee for the period of January 1, 2012 and thereafter. If the employee of the unit is employed for less than the applicable calendar year, he shall be paid a pro-rated sum based upon the number of holidays occurring during his period of employment. Such payments shall be in lieu of compensatory time off. Payments shall be included in the regular bi-weekly pay closest to November 15<sup>th</sup>.

**ARTICLE 8**

**VACATIONS**

8.1 Vacation Entitlement

Deputy Chiefs of Fire will receive 23 days' vacation. They will receive an additional seven days (to be used like vacation) for working nine weekends during the year. The implementation of this entitlement shall continue under the current practice.

8.2 Vacation Miscellaneous

The City, through the Chief of Fire and/or other of its delegees, shall use its best efforts such that all bargaining unit employees must have the opportunity to select a minimum of one vacation cycle between the last day of school in June of each year and the first day of school in September of the same year, with such school dates as determined by the City of Syracuse School District. All bargaining unit employees whose scheduled vacation times are displaced by line-of-duty injury leave may "bank" the affected vacation time. Any bargaining unit employee on off-duty injury or sick leave who is simultaneously scheduled for a vacation shall not be entitled to rescheduling of the vacation. Rather, such employee's "rescheduling" shall be subject

to the Chief's sole and exclusive discretion, which shall not be reviewable through arbitration, and if necessary, the present practice of charging this time off as vacation will continue.

## **ARTICLE 9**

### **UNIFORM ALLOWANCE**

#### **9.1 Cash Allowance**

Effective January 1, 2007, the cash portion of the uniform allowance available to members (in the amount of \$700 per annum) shall be folded into each bargaining unit employee's base wages and no longer paid as a separately denominated uniform allowance. The parties agree to acknowledge in a side letter that the cash portion of the uniform allowance has been folded into base wages at the Association's request so that the history of the uniform allowance is preserved. Beginning on January 1, 2008, a \$500 per year uniform allowance shall be provided in the form of a \$500 voucher, on the same terms as the uniform voucher system applicable to the City's police.

#### **9.2 Uniform Changes**

The City agrees to furnish, at its own cost, new uniforms where a change in uniform is required by department regulations.

## **ARTICLE 10**

### **NON-JOB RELATED SICK LEAVE**

#### **10.1 Members Employed prior to December 31, 1974**

All employees who were members of the Fire Department as of December 31, 1974 shall continue to receive the non-service connected disability benefits previously established and set forth in section 11-23 of Article 11 of the Revised General Ordinances of the City of Syracuse as

enacted by General Ordinance effective July 1, 1965, which benefits are hereby incorporated by reference.

10.2 Members Employed After December 31, 1974

All members of this bargaining unit who become employed after December 31, 1974 shall be entitled to non-job related sick leave according to the following schedule:

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

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

- A. Unused sick leave may be accumulated up to a maximum of 1,040 hours.
- B. For purposes of applying the above schedule, the following example is given:

Assume a Deputy Chief of Fire is hired September 1, 1975. Such Deputy Chief of Fire's non-job related sick leave benefit from September 1, 1975 through December 31, 1975, would be 40 hours. Following this, his benefit for each calendar year would be as follows:

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

### 10.3 General Conditions

Except to the extent expressly modified by this Article, the non-job related sick leave benefits set forth in Sections 10.1 and 10.2 are subject to the Departmental rules and regulations concerning the taking of non-service connected sick leave as in effect as of January 1, 1983; including the Departmental right to require approval by the Fire Physician before any sick leave may be taken. It is understood that in the event a member is injured on duty which injury by reason of its severity requires that said member be attended by a physician with a specialty, then and in that event the City shall be responsible for the expenses incurred as a result of said attendance. All other expenses incurred by a member by the attendance of a physician of his own choice shall be at the expense of the member.

### 10.4 Sick Leave Incentive Program

The year will be divided into three (3) calendar blocks of four months each (1/1-4/30; 5/1-8/31; and 9/1-12/31). Only bargaining unit employees who were on the active payroll for an applicable four month block shall be eligible for this program. The economic benefit for each four month block shall only be \$300.00 for zero days off.

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

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

Payment shall be as part of the regularly issued paycheck paid by March 1 of the following year.

## **ARTICLE 11**

### **HOURS OF WORK**

#### **11.1 Hours of Work**

Deputy Chiefs of Fire shall work the average 40-hour work schedule as required by law.

#### **11.2 Work Schedule Changes**

Any changes in the basic work schedule shall be fully discussed with the bargaining unit's President.

## **ARTICLE 12**

### **GROUP LIFE INSURANCE**

#### **12.1 Life Insurance provided by the City**

The City shall continue to provide \$55,000 of term life insurance for each active member of the bargaining unit. The City shall guarantee the benefit level regardless of cost and shall own any dividends earned. Effective January 1, 2002, the City shall provide the first \$15,000.00 of group life insurance to retirees at no cost to retiree. The Association will, if it desires such coverage, pay the premiums to cover retired members of the unit at the applicable group (which includes both active and retired Deputy Chiefs of Fire) rate under the policy.

12.2 Miscellaneous Matter

The parties agree that the terms and conditions other than the amount provided by the City for the group life insurance benefit for this bargaining unit shall be identical to that for the Line Firefighters provided in the Local 280 collective bargaining agreement.

**ARTICLE 13**

**RETIREMENT PLAN**

13.1 City Obligation

The City agrees that it will continue to provide the twenty year retirement plan, now in effect, for all members of the bargaining unit with the practices heretofore prevailing. The one year final average salary option specified in the Retirement and Social Security Law, Section 302 subpar. 9(d), shall be continued. Additionally, the City shall make available the program established by Section 375-i of the New York State Retirement Law. Additionally, the retirement programs available to line firefighters shall also be available to this bargaining unit.

13.2 Limitations on City Liability

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

13.3 Section 443(f)

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

## ARTICLE 14

### MANAGEMENT RIGHTS

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

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

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

The omission herein of a provision regarding any established working practice shall not be construed as either a waiver of rights or a denial of responsibility. Notwithstanding the previous sentence, it is understood by the parties that except where expressly limited by a specific provision of this Contract, the Chief of Fire shall have the sole and exclusive right to direct and manage the Fire Department including, but not limited to, the following rights: to determine the size, composition, and organization of the Department and any sub-units therein; to determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and work schedules (subject to the provisions of Article 11); to determine what Fire Department related, or emergency work is to be performed by the Department, its place of performance, and who is to perform it; to determine the assignments and job duties; to determine

what training or instructional programs are necessary; to determine the practices, methods and means by which Departmental operations are to be conducted; and to change any such determination.

## ARTICLE 15

### GRIEVANCE AND ARBITRATION

#### 15.1 Grievance Procedure

A grievance shall be defined as a controversy, dispute or difference arising out of the interpretation or application of this Contract (except for grievances concerning discipline or discharge, which will be processed in accordance with the provisions of New York State Civil Service Law Section 75).

Step 1: The grievance shall be first presented in writing by the Association or a member to the Chief or First Deputy Chief. The parties shall meet within one calendar week of submission of a written grievance.

Step 2: If the grievance remains unresolved after Step 1, and if the parties mutually agree, there may be an additional meeting between the Mayor and/or the Mayor's designee and representatives of the meeting is not held within 15 days at the conclusion of Step 1, this step will be considered completed.

Step 3: If the grievance remains unresolved after either Step 1 or Step 2, then the Association may submit the grievance in writing (copy to the City) to the American Arbitration Association for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding upon both parties to this Contract. The fees and expenses of the arbitrator shall be shared equally by the City and the Association.

#### 15.2 Limitations on Arbitrator's Authority

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Contract, nor shall he have authority to render any decision which conflicts

with a law, ruling or regulation binding upon the City, nor to imply any obligation on the City which is not specifically set forth in this Contract. Awards may not be retroactive beyond 30 days prior to service of the written grievance on the City.

15.3 Time Limitations

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

**ARTICLE 16**

**DISCIPLINARY DISPUTES**

16.1 Procedure in Disciplinary Disputes

Bargaining unit employees shall have any dispute involving discharge or discipline resolved pursuant to the procedures of Article 16.2 through 1.6. All bargaining unit employees shall have the right to refuse a polygraph test at any time and no unfavorable inference shall be drawn from said refusal.

16.2 Procedures In Disciplinary Disputes

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

Step 1: Within ten calendar days after presentment of disciplinary charges upon the bargaining unit employee, the bargaining unit employee must serve written notice as described in Section 20.3, if he desires to elect to follow the Step 2 and Step 3 procedures of this Section. Failure to make a timely election shall automatically mean that the procedures of Section 75 of the Civil Service Law

shall be followed, and there shall be no right to arbitration under the provisions of this Agreement. If the bargaining unit employee waives his Section 75 rights and makes a timely election for arbitration, then the remaining Steps will be followed.

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

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

### 16.3 Effect of Election

To elect the procedures set forth in Steps 2 and 3 of Section 16.2, the bargaining unit employee must file a written notice of such election with the Chief within the time limits set forth in Step 1 of Section 16.2. Such election must include a written waiver of all rights under Section 75, including limitations as to type or degree of punishment or to any right to reinstatement under Section 75, or otherwise, pending final determination by the arbitrator selected, or to the holding of a hearing within a 30-day period of suspension without pay.

#### 16.4 Departmental Investigation

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

#### 16.5 Conduct of Arbitration Hearing

In any arbitration hearing held under the provisions of this Article, both the Department and the bargaining unit employee involved shall have the right to be represented by counsel and to present witnesses and engage in the cross-examination of witnesses presented by the other party. The arbitration hearing shall be a de novo proceeding, and a decision shall be made by the arbitrator on the basis of the legal evidence as presented at the arbitration hearing. The arbitrator is mandated either to accept the departmental penalty or to reject it in full or to fashion a lesser penalty if such is in his judgment required, but the arbitrator may not remand to the parties for the creation of alternative remedies. The fees and necessary expenses of the arbitration proceedings shall be shared equally by the City and the Association. Each party shall bear the expense of the preparation and presentation of its own case. If a non-member pursues arbitration, the fees and necessary expenses shall be shared equally by the City and the non-member. The non-member and the City shall bear the expense of the preparation and

presentation of its own case. Nothing herein shall require the Union to process discipline grievances on behalf of non-members.

16.6 Limitations on Arbitrator's Authority

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

16.7 Prior Discipline

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

**ARTICLE 17**

**MISCELLANEOUS PROVISIONS**

17.1 Civil Service Lists

The City shall request that the Civil Service Commission provide that there be an existing list for appointment to Deputy Chief of Fire at all times.

17.2 Bereavement or Funeral Leave

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

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

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

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

#### 17.3 Savings Clause

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

#### 17.4 Credit Union Deductions

Credit Union monies shall be deducted by the City on a bi-weekly basis from the salary of each employee who executes and remits authorization for the deduction of Credit Union money. The City shall forward to the Credit Union the amount of money deducted.

#### 17.5 Union Representation

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

17.6 No Strike

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

17.7 Mutual Need Efforts

The parties agree that the Chief of Fire or designee and the Association President or designee shall be available to discuss issues of mutual need and will use their best efforts to address and resolve these needs.

17.8 Drug and Alcohol Policy

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

17.9 Emergency Sick Leave Bank

A. Eligibility

The City and the Union, realizing the economic effects of a long term illness on any Employee, have joined together in establishing a voluntary Emergency Sick Leave Bank. All Employees who are represented by the bargaining unit of the Union and have completed at least one (1) year of continuous City service, shall be eligible to join. Membership is earned when an Employee voluntarily contributes two (2) days of their earned sick leave time to the Bank.

B. Emergency Sick Leave Board

- i. An Emergency Sick Leave Board consisting of three (3) members (Trustees), of the bargaining unit, shall be appointed by the Union President for a term coinciding with the term of the President.
- ii. The Board shall administer the Bank, be responsible for the accepting and recording of members, maintaining records regarding the number of sick leave days in the Bank, and acting on each application for benefits submitted to it, within ten (10) working days.

- iii. Decisions by the Board are final, subject to City approval that the Board acted in compliance with Section D.(1) of this Article. If the City rejects the Board's determination and finds that the Board did not act in compliance with D.(1), the dispute will immediately be filed with the permanent arbitrator (James R. Markowitz) for a hearing and final determination.

C. Contributions

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

D. Eligibility For Benefits

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

E. Renewal of Application

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

17.10 Medal Recipient Day Off

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

17.11 General Municipal Law §207-A Procedure

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

17.12 Training

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

17.13 Vacancy/Promotions

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

17.14 Gender Neutral Clause

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

17.15 375-i(p)

The parties agree to consider the Union's proposal for a 375-i(p) benefit along with other options, as a part of a larger continuing discussion concerning employee retention strategies. The parties further agree that these discussions do not obligate the parties to enter into an agreement concerning any retention options discussed and will not be subject to compulsory interest arbitration. It is further understood that this agreement to continue discussions will sunset effective December 31, 2020, or sooner if the parties mutually agree.

**ARTICLE 18**

**EMERGENCY MEDICAL CERTIFICATIONS**

Effective January 1, 2013, a new clause shall be added to the Agreement providing for stipends for emergency medical certifications, as follows:

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

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

## **ARTICLE 19**

### **MODIFICATION OF CONTRACT**

#### **19.1 Changes During Contract Term**

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

#### **19.2 Negotiations for New Contract**

Nothing in Section 19.1 shall be construed as requiring either the City or the Association to enter into negotiations prior to 150 days before the termination of this Contract.

#### **19.3 Statutory Provision**

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


## **ARTICLE 20**

### **TERMINATION**

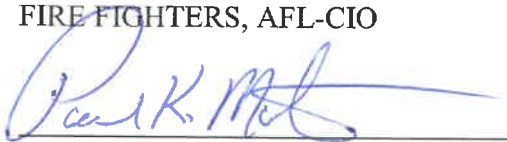
This Contract shall be effective as of the 1st day of January 1, 2018 and shall remain in effect until midnight of the 31st day of December, 2020.

IN WITNESS WHEREOF, the City and the Association, by their duly authorized representatives, have executed this Contract on the 10 day of July, 2019, at Syracuse, New York.

THE CITY OF SYRACUSE

BY:   
Benjamin Walsh, Mayor

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

BY:   
Paul Motondo, President

**APPENDIX A**  
**BASE SALARY SCHEDULE**

EFFECTIVE JULY 1, 2018

Deputy Chief of Fire	\$108,702
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EFFECTIVE JANUARY 1, 2019

Deputy Chief of Fire	\$110,876
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EFFECTIVE JANUARY 1, 2020

Deputy Chief of Fire	\$113,093
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## APPENDIX B

### Longevity Schedule

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