

# **CONTRACT AGREEMENT**

by and between:

CITY OF BATAVIA, NY

AND

IAFF LOCAL 896

FOR

APRIL 1, 2019 - MARCH 31, 2024

**IAFF**

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This agreement entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2019 to be effective through March 31, 2024 by and between the City of Batavia, New York (hereinafter referred to as the City) and Local 896, Batavia Firefighters Association AFL-CIO, I.A.F.F., Batavia, New York (hereinafter referred to as the Association).

## **ARTICLE I**

### **Association Recognition, Agency Shop, No Strike Pledge and Management Rights.**

#### **1. Association Recognition**

- a. The City recognizes the Association as the sole bargaining agent of all full-time employees in the Bureau of Fire, except the Chief, Deputy Chief and part-time employees. Part-time employees are those employees who regularly work less than 40 hours per pay period.
- b. The Association will supply the City with a current copy of its by-laws and a list of its officers and stewards, as applicable, for the term of the contract.
- c. For the purpose of definition within this contract, the term “fire fighter” shall apply to both fire fighters and fire officers unless specifically separated. Both titles require fire suppression activities and medical responses in their job descriptions.

#### **2. Agency Shop**

- a. Effective April 1, 1993 employees covered by this Agreement at the time it becomes effective who are members of the Association at said time, and employees who become members after the signing of this Agreement shall be required to continue membership in the association for the duration of this Agreement.
- b. Effective April 1, 1993 the City of Batavia shall deduct from the wages or salary of employees in the bargaining unit who are not members of the Association, the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Union, in accordance with Chapters 677 and 678 of the laws of 1977 of the State of New York.
- c. The Association affirms that it has adopted such procedures for refund of Agency Shop fee deducted as required in Section 3 Chapters 677 and 678 of the laws of 1977 of the State of New York. This provision for Agency Shop fee deduction shall continue in effect so long as the Association maintains such procedure. The Association shall file its refund procedure with the City by January 15, 1985.
- d. The Agency Shop fee deduction shall be made following the same procedures as applicable for dues check off, except otherwise mandated by laws of this agreement.

3. **No Strike Pledge**

a. The Association hereby affirms that it does not have the right to strike against the City, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike.

4. **Management Rights**

a. It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the City. Accordingly except as they may be specifically abridged in this agreement, the City retains the following rights, including, but not limited to: selection and direction of the force; to hire, suspend or discharge for cause, to make reasonable rules, regulations, general orders, policies, and standard operating procedures which shall not be inconsistent with this agreement; to assign promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to select, procure, design, engineer and control equipment and materials.

b. In the event that the City intends to contract with other municipalities or governmental agencies to provide fire suppression and prevention services and emergency medical services, the City shall consult with IAFF representatives before implementation.

**ARTICLE II**

**ECONOMIC BENEFITS**

1. **Holidays**

a. All holidays enumerated below, occurring during the term of the contract, shall be paid to all members of the Association, regardless of whether they were actually on duty during said holidays.

- |                        |                               |
|------------------------|-------------------------------|
| New Year's Day         | Columbus Day                  |
| President's Day        | Veteran's Day                 |
| Good Friday            | Thanksgiving Day              |
| Memorial Day           | Day after Thanksgiving        |
| Independence Day       | One-half Day on Christmas Eve |
| Labor Day              | Christmas                     |
| Martin Luther King Day |                               |

b. Payments for holidays for the calendar year, shall be made prior to Christmas Day of current calendar year. For each contract the holiday pay shall include all holidays enumerated above.

c. If a member of the Association is employed for less than a full holiday period from January 1st to December 31st, he shall be paid for only those holidays occurring during his employment.

d. **Holiday pay.** The pay for holidays will be based on a twelve (12) hour day.

## 2. **Sick Leave**

a. Each member of the Association hired before April 1, 2007 shall be granted one and a quarter (1 1/4) day sick leave for each month worked. Members hired after April 1, 2007 shall be granted one (1) day sick leave for each month worked. One day will be deducted from accumulated sick days for each day off sick with the following exceptions. If an employee leaves work due to illness after working less than one-half of the work shift a full day shall be deducted from accumulated sick leave time. If an employee leaves work due to illness after working one-half of the work shift one-half of a day shall be deducted from accumulated sick leave time.

b. When an employee has been absent from work and claiming sick leave for three incidents of one or two day's duration and if a pattern of abuse seems apparent to the Fire Chief, the Fire Chief shall meet with the union president to discuss the problem. If the Fire Chief finds, after investigating, that the Employee has abused or misused sick leave, the City can bring disciplinary action.

c. Each member of the Association who has been employed by the City of Batavia for at least one (1) year and for at least 1,250 hours during the 12-month period is eligible for family and medical leave in accordance with the Family and Medical Leave Act.

d. **Sick Bank.** Union is permitted to establish a sick bank whereby members of the collective bargaining agreement may donate sick leave days to a "Bank" from which other members of the bargaining unit may withdraw sick leave days to meet their needs. The City is not obligated to donate any sick leave to said "Bank". Administration of the sick bank is the responsibility of the Union, and the City assumes no responsibility for its administration. The Union is responsible for reporting in writing to the City each time a sick leave bank transaction occurs. Said report shall identify by name the employees donating sick leave and the number of days donated and also the names of employees withdrawing days from the sick bank and the number of days withdrawn from each employee. (See Appendix "C" for rules)

### 2.1 **Bereavement Leave**

a. Members of the Association may be absent up to four (4) regularly scheduled work days, with pay, for bereavement leave for the death of the employee's spouse, father, mother or child and three (3) regularly scheduled work days, with pay, for bereavement leave for the death of the employee's sister, brother, mother - in - law, father - in - law, brother - in - law, sister - in - law, grand parent, grandchild, step-father, step-mother, step-brother, step-sister and step-child.

### 2.2 **Personal Leave**

a. Members hired before April 1, 2007 shall be entitled to a maximum of four (4) personal leave days per calendar year. Members hired after April 1, 2007 shall be entitled to personal leave days

based on the following lengths of continuous service:

After one (1) year of continuous service – one (1) personal day

After three (3) years of continuous service –three (3) personal days

After six (6) years of continuous service – four (4) personal days

Personal leave may be utilized in one-half day increments. Personal leave time is not cumulative and may not be carried beyond the calendar year nor converted to cash.

b. No request will be granted for compensatory time, Kelly time, vacation, and personal leave time off when the total number of personnel will exceed three (3) members off at one time. This three (3) member limit will apply to compensatory time, Kelly time, vacation, and personal leave only.

For only the holidays of Thanksgiving, Christmas Eve, and Christmas no request will be granted for compensatory time, Kelly time, vacation, and personal leave time off when the total number of personnel will exceed four (4) members off at one time.

### 3. **Vacations**

a. All members of the Fire Department shall be allowed vacation leave with pay, based on the following lengths of continuous service:

After one (1) year of continuous service - two (2) weeks' vacation

After five (5) years of continuous service - three (3) weeks' vacation

After ten (10) years of continuous service - four (4) weeks' vacation

After eighteen (18) years of continuous service - five (5) weeks' vacation

b. At the conclusion of the first calendar year of employment, the employee shall have two weeks' vacation credited to him which he/she shall be entitled to take after his first anniversary date in the second calendar year of employment. In succeeding years, the employee shall be permitted to take vacation any time within the calendar year not otherwise restricted by other sections of this agreement.

c. Vacations shall be selected throughout each calendar year. Vacation schedules for each calendar year of this agreement shall be posted in November of the preceding year, and selection of vacation shall be made by January 1st.

1. Fire fighters - Vacations which include Easter, Thanksgiving and Christmas (holiday vacations) shall be selected as follows: Members shall select holiday vacations which include the above holidays by seniority before the regular vacations are picked. A work

week shall be a holiday vacation as long as the holiday falls within that calendar week. The two senior men on a given platoon may select a holiday vacation in a given year. The following year, the next two senior men in the platoon have the opportunity for a holiday vacation. If a member declines a holiday vacation, a complete cycle must be completed before that employee is entitled to a holiday selection again. When the least senior man on the platoon is offered a holiday pick, the holiday pick returns to the highest ranking officer on the platoon. Once two men are offered a chance to pick a holiday, the regular vacation picks begin with the highest ranking officer on the platoon.

Department officers shall select their vacations first in order of their rank, within each platoon, after the holiday vacation picks. Firefighters shall then select their vacations according to the seniority of each within each platoon. Each member shall have three (3) days to sign up.

Two (2) personnel, either two (2) fire fighters or one (1) fire officer and one (1) fire fighter may take vacation leave or Kelly time concurrently any time within the calendar year except that the Chief may limit to one the number of fire fighters who are on vacation at any one time in the event of an unforeseen emergency that would prevent the City from staffing platoons in any other manner.

d. A vacation week shall be equal to four scheduled work days of ten (10) or fourteen (14) hours for fire fighters. Vacations shall be taken in weekly increments. All members of the Association shall be granted the privilege of exchanging one (1) week increments of their vacation or other time off, with each other, provided his assigned position is properly covered by personnel qualified within said position and upon notification and written approval of the Fire Chief or Deputy Fire Chief. No reasonable request shall be denied.

e. All members of this Association, upon retirement or voluntary termination of their employment, shall receive all vacation, holiday, accumulated time and longevity pay accrued to date of retirement or voluntary termination of employment. They shall receive pay before termination of employment.

f. Employees may convert to cash up to three (3) weeks' vacation during the final year of employment.

g. Fire fighters shall be allowed to change their Vacation/Kelly time where there is a vacancy in the Vacation/Kelly schedule. Selection will be consistent with other areas of this agreement.

h. Effective January 1, 2008 there shall be only one (1) officer off at a time on vacation or Kelly time.

### **3.1 Compensatory Time**

a. Kelly Time Selection for fire fighters shall be made by the following guidelines:

1) Kelly time selection shall be made after vacation time has been selected by the entire platoon. However, vacation time carried over from the previous year shall be selected

after all Kelly time has been selected.

2) Kelly time shall be taken in weekly increments composed of one shift of days and one shift of nights.

3) Kelly time shall be selected by rank then seniority. The process will consist of 2 cycles of the seniority list. During the first cycle, each member of the platoon will have his choice of picking one shift of days or nights of Kelly time. During the second cycle each member must pick the opposite of the choice he made during the first cycle.

b. Fire fighters may convert to cash up to two (2) weeks compensatory/Kelly time annually. Kelly time will be paid out on a hour for hour basis. If an employee elects to convert his compensatory/Kelly time to salary that time slot shall be available to other employees for the purposes of scheduling vacation, compensatory/Kelly, or personal leave time off. Scheduling of said time off shall be consistent with other areas of this contract.

c. All members shall have the option to take compensatory time in lieu of pay for emergency call-in and shift vacancy only. Requests for use of compensatory time shall be made as follows:

1) A record of compensatory time credited to each employee shall be kept. All employees shall have access to this record at all times. No request will be granted for compensatory time off which exceeds the employees current credited hours. No request will be granted for compensatory time off when the total number of fire-based personnel will exceed three (3) members off at one time. This three (3) member limit will apply to compensatory time, Kelly time, vacation, and personal leave only.

2) Requests for compensatory time off shall be made within each unit (officers or fire fighters), when possible, twenty-four (24) hours in advance of requested time off.

3) Requests for compensatory time off or personal day off shall be granted on a first request basis within each unit, as long as minimum staffing can be maintained, through overtime provisions of this contract (Article III section 2 b and c).

4.) A request for compensatory time off of less than 5 hours shall be revocable when a vacancy occurs due to illness or injury of a member that reduces the duty staffing below minimum. A request for compensatory time off of 5 hours or more shall be revocable when a vacancy occurs due to illness or injury of a member that reduces the duty staffing below minimum, after exhausting the overtime procedures of this contract.

5.) Compensatory time in-lieu-of pay for an additional 24 hours worked outside a member's regular shift.

#### 4. **Retirement**

a. The City agrees to provide and maintain a noncontributory retirement plan for the benefit of fire fighters of the Association. The plan for the duration of this contract shall be New York

Police and Firemen's twenty-five year retirement plan. Sections 375e, 375i, 384, 341k, and 302d, and New York State Police and Firemen's twenty year retirement plan, Sections 384d and 384e. Retirement benefits for medics will fall under NYS Employees' Retirement System, Tier IV, of which is mandatory. Tier level IV is a contributory retirement plan at a rate of 3% of gross wages.

b. Current employees hired prior to April 1, 2007 upon the effective date of retirement shall be granted health insurance under the City's health care plan as provided to active employees, whether self-insured or provided through an insurance carrier until Medicare eligible. Retirees shall pay 5% of the premium equivalent at the time of retirement each year until Medicare eligible. The cost shall remain 5% of the premium equivalent established at the time that the retiree left the service. Employees at the time of retirement shall receive payment for 40% of their accumulated unused sick leave at base pay.

In the event that the active membership no longer is covered by healthcare or dental a retiree shall maintain the healthcare or dental in place at the time that coverage for active employees ended.

c. Employees hired after April 1, 2007 upon the effective date of retirement and written request, the City shall credit the employee with the equivalent of one (1) day's base pay based on an a twelve (12) hour day for each earned, unused sick day, said credit to be applied towards the cost of providing health coverage under the City's health plan to the employee after his or her retirement.

Once said election is made it cannot be withdrawn by the retiring employee or his/her surviving spouse. The charge against the credit will be made on a monthly basis calculated annually based on the actual costs of the preceding calendar year. After exhausting his or her health credit, the former employee may elect to continue coverage at his or her own expense under the City's health care plan whether self-insured or provided through an insurance carrier by submitting a written request to the personnel officer within 30 days after the health credit has been exhausted. Members who are eligible to use sick leave for healthcare credit, at the time of retirement, shall participate in all healthcare components i.e. medical, Rx and dental. The former employee may not elect for individual plan benefits (for example: Rx only).

In the event the retiring employee is able to obtain health insurance coverage through a subsequent employer or through a spouse's plan the retiring employee may elect, by written request, to discontinue coverage under the City's health program and preserve his or her health credit for use at some future date. Upon the death of the retiree his or her remaining health credit shall accrue to his or her surviving spouse if any.

Employees at the time of retirement may elect to convert his or her earned sick leave into cash at the rate of 50 percent of his or her base pay based on a twelve (12) hour day for each unused sick day. The request must be made in advance in writing coincidental with the submittal of the employees' NYS Policemen's and Firemen's retirement System or NYS and Local Employees' Retirement System application for retirement. If not exercised in a timely fashion as provided herein, the right to convert to cash is waived. Conversion of earned sick leave to cash or to a sick

leave credit is mutually exclusive and may not be mixed.

d. At the time of retirement employees shall have the option of converting unused vacation, compensatory time and 40% of their accumulated unused sick leave at base pay to their deferred comp plan.

e. Should a retiree who is eligible to receive health insurance from the City die, the spouse and/or dependents shall receive up to eighteen (18) months of health coverage after the death of the retiree. The spouse and/or dependents will be responsible to continue to pay the 5% contribution towards health insurance until the eighteen (18) months is exhausted. At such point, the spouse and/or dependents will no longer be eligible to receive health insurance from the City.

f. Employees hired prior to July 1, 2013 who are eligible to receive health insurance after retirement from the City shall only participate in the City's health insurance plan under Section 9, Health Insurance Benefits, subsection (a). This is the high deductible wellness plan outlined in Appendices A and B.

g. Employees hired after July 1, 2013 shall not receive or purchase healthcare from the City upon retirement. Those employees shall only be permitted to annually deposit available sick leave into a deferred compensation or health care reimbursement account at the following rates: for days 1-12, full dollar value, for all remaining days up to 50 days, \$50, days 51-100, \$75, and for days 101-250, \$100. Employees must notify the Personnel Bureau by November 1<sup>st</sup> of the intended amount to convert. The amount will be deposited by the first payroll in December. (Example: An employee depositing 58 days shall receive 12 days at full dollar value and 46 days at \$50 for each day converted. An employee depositing 105 days shall receive 12 days at full dollar value and 93 days at \$75.)

## 5. **Uniforms**

a. An allowance shall be granted to each member and shall be paid by check to each individual during the month of April each year. The allowance for all members for purchase, replacement and maintenance of uniforms shall be seven hundred fifty (\$750). Newly hired firefighters will receive their first allowance for the purchase of uniforms during their first month of employment. The City shall file a clothing allowance policy with the Internal Revenue Service, if it can be reasonably done.

b. Members of the Fire Department shall maintain proper uniform and dress at all times while on duty, in accordance with departmental rules and/or directives. Type of uniform to be agreed upon by the Association and the City, shall be specified by departmental directive.

c. Uniform items for fire fighters shall consist of:

1. Bell type cap
2. Jacket and liner
3. Shirt
4. Trousers
5. Plain, low quarter black shoes
6. Black socks

7. Black tie
  8. Plain black belt
  9. Shoulder patches
  10. Badges
  11. Insignia of rank, i.e., collar emblems, and cap straps
  12. Optional attire i.e. sweat shirt, sweaters, t-shirt, baseball type hat, etc.
- Optional attire shall be consistent with the department's uniform. The Fire Chief and Union President shall decide what optional attire is acceptable. Said items will then become part of this agreement upon majority vote of the Union body.

Members of the Department shall be required to replace worn or damaged uniform items annually or at the direction of their superior officer or the Fire Chief.

## 6. **Out-of-Title Work**

a. When any member of the department is assigned by competent authority to work out of title at a higher rank, he shall be compensated according to the City pay plan for working in that position.

b. Anytime an Acting Lieutenant is required, bargaining unit members on the current New York State Civil Service promotional list for Lieutenant will be utilized whenever possible, as follows:

(1) Acting Lieutenant shall be selected by seniority from the top three eligibles on the list.

(2) In the event there are no eligibles in the top three, selection shall be made from the remainder of the list by seniority.

(3) In any case where the selection process cannot be made by utilizing the eligible list, selection shall be made by seniority.

(4) Nothing contained in this section shall require a member to work out-of-title.

(5) None of the foregoing provisions shall prevent a member from exercising his rights in choosing assignments in accordance with section 9.1 of this agreement.

c. Effective January 1, 2016 anytime an Acting Lieutenant is required, the following procedure shall be followed in identifying members who are qualified to serve as an Acting Lieutenant:

1) The member must have a minimum of three (3) years of firefighter experience with the City of Batavia Fire Department; and

2) The member must have successfully completed the following courses/classes:

- i. IS-100 Introduction to the Incident Command System
- ii. IS 200.b ICS for Single Resources and Initial Action Incidents
- iii. IS-700 National Incident Management System (NIMS)

- iv. IS-800 National Response Plan (NRP)
- v. Code Compliance Technician Certification
- vi. Principles of Instruction (NYSFA)
- vii. Q494 National Fire Incident Reporting System
- viii. Strategy and Tactics for Initial Company Operations (NFA)
- ix. Principles of Building Construction: Combustible (NFA)
- x. Principles of Building Construction: Noncombustible (NFA)
- xi. Incident Safety Officer (NFA)

(These courses may change by mutual agreement of the City and Union.)

- 3) If the above criteria are met, the Acting Lieutenant shall be selected by seniority from the top three eligible on the New York State Civil Service promotional list for Lieutenant;
- 4) In the event there are no eligibles among the top three on the New York State Civil Service promotional list for Lieutenant on the platoon, selection shall be made by seniority among the remainder of the New York State Civil Service promotional list on the platoon of those that meet the above criteria;
- 5) In the event there are no eligibles among the remainder of the New York State Civil Service promotional list by seniority of those that meet the above criteria, selection shall be made among the remainder of the members of the platoon that meet criteria from Sections 1 and 2 above by seniority;
- 6) In the event there is no eligible members from platoon that meet criteria from Sections 1 and 2 above, the officer list shall be called;
- 7) Nothing contained in this section shall require a member to work out-of-title.

## 7. **Training and Demonstrations**

a. When a member of the Association is scheduled to attend a training school or demonstration or if he volunteers with the Fire Chief's approval for same, he shall suffer no loss of pay. (See Appendix D).

## 8. **Hours per Week**

a. Any member of the Association attending a uniformed function not covered on a voluntary basis, above his normal tour of duty, shall be paid at his regular rate.

b. The work week for members assigned to platoons will be on a 42 hour basis with a 10 hour day and a 14 hour night shift. The overtime payment for filling all vacancies shall be calculated at the rate of 1.5 hours per each hour actually worked. The employee shall receive, regardless of time worked, a minimum of two hours pay (at time and one-half) for emergency call in pay.

c. The hourly rate will be determined by dividing 40 hours into the actual weekly salary of the

employee.

d. Members will work a four platoon system.

e. **Kelly Time for fire fighters.** In each calendar year members of the department shall receive a total of 104 hours in accumulated time because of the 42 hours per week work schedule. This accumulated time shall be taken in weekly increments composed of one shift of days and one shift of nights. The employees shall use the remaining eight hours balance in accordance with other compensatory time.

Compensatory time shall be taken at such time as it will not interfere with the vacation schedule.

#### 8.1 **Job Assignments/Fire Fighters**

Job assignments and platoon assignments shall be determined on a departmental-wide seniority choice basis provided that senior members are qualified to perform the duties of the job assignments. Qualified shall mean that the individual has demonstrated through training and performance that such individual has the knowledge, skills, ability, and competence to perform the duties of the job assignment.

The least senior member on each platoon and any member with less than five (5) years of fire service with the City shall have no seniority rights for purposes of job or platoon assignments and the Fire Chief or the Deputy Fire Chief shall have the right to assign these employees as he deems in the best interest of the City, without bumping any member with seniority rights.

Any transfers from other city departments to the Fire Department shall require that their departmental seniority become effective as of the date of transfer.

Transfers between platoons may only be made when vacancies exist.

#### 9. **Health Insurance Benefits**

a. The City shall provide members the City's Self Insured Healthcare Plan, including prescription and dental coverage, to be administered by an administrator selected by the City. Benefits under this plan shall be maintained substantially equal in coverage to appendices A and B of this contract.

Employees hired before July 1, 2013, shall pay no contribution towards the cost of the City's Healthcare Plan. (See Appendix A for benefit details). In addition, each employee and covered spouse shall have the opportunity to participate in a wellness incentive program. See Appendix B for details.

b. Employees may have medical coverage for dependent, full-time students between the ages of 19 and 23. All employee dependents will automatically be terminated from the City health insurance upon the dependent's 19th birthday unless the employee provides the City with written documentation to allow for an extension. The documentation must be received by the City at

least thirty days before the dependents 19th birthday. Thereafter, a dependent will be terminated from the City's health insurance coverage, upon the dependent's 23rd Birthday, a loss of full-time student status or on September 30 each year, unless written documentation is received by the City each year, by September 30, allowing for an extension. If a dependent who is a full-time student fails to fulfill the full-time student status requirements due to an illness or injury, the City will continue coverage through the remainder of that school year (including summer months) before terminating the dependent from the City's health insurance coverage.

c. Employees hired after July 1, 2013 shall contribute, through biweekly payroll deductions, toward the City's cost of providing health care coverage according to the schedule below. All participants are expected to meet the specific targets established within each participant Interactive Health Index (IHI), as outlined in their personal health report. In the month of January or February of every year following July 1, 2013, each participant shall have an opportunity for an annual health evaluation. The City shall arrange for a provider to administer the screening and shall notify all members of the dates and times available for testing. It shall be the member's responsibility to schedule a screening date and time for themselves and/or their spouses. There is an opportunity for a six month follow up evaluation to review the member's progress towards reaching their established health targets. The six month review can be done at any authorized location established by the City's program administrator. Effective July 1, 2013 all participants shall be eligible for the following health insurance premium incentives based on their annual health evaluation:

Effective July 1, 2013, 30% of the premium equivalent:

- 1) 5% savings [2.5% if only one spouse participates] when both employee and spouse agree to participate in a Health Risk Assessment, a health evaluation provided by the City's contracted provider, including diagnostic tests;
- 2) 5% savings [2.5% if only one spouse participates] when both employee and spouse meet or exceed the targeted blood pressure levels as outlined in the Interactive Health Index (IHI);
- 3) 5% savings [2.5% if only one spouse participates] when both employee and spouse meet or exceed the targeted LDL cholesterol as outlined in the Interactive Health Index (IHI);
- 4) 5% savings [2.5% if only one spouse participates] when both employee and spouse meet or exceed the targeted glucose as outlined in the Interactive Health Index (IHI);
- 5) 5% savings [2.5% if only one spouse participates] when both employee and spouse do not use nicotine as outlined in the Interactive Health Index (IHI);

NOTE: If an employee has a single health care plan or has a family plan with no spouse on the plan, the percentages shall be 5% for each category.

Maximum incentive that can be earned is 25%.

d. For all new hires the City and employee will make every effort to arrange for available testing prior to attending the fire academy.

e. Should the City decide to change administrators, the City will notify the Union and, upon request, discuss the change with Union representatives.

f. The City will pay 50% of the premium equivalent to each bargaining unit employee whose spouse has medical insurance with any carrier through his/her job if the City employee voluntarily waives his/her right to City paid medical insurance. This program shall be administered to conform with the city's In-Lieu Payment Plan for Medical Insurance. The 50% of the premium equivalent will be made in two payments on June 15 and December 15.

g. Employee's currently utilizing the City's In Lieu of Payment Plan for Medical Insurance that choose to switch to the City's healthcare plan shall participate in the City's plan under Section 9, Health Insurance Benefits, subsection (a). The switch must be made within 60 days of ratification of this Agreement by both parties. If an employee switches to the City's healthcare plan after the 60 days the employee shall participate in the City's plan under Section 9, Health Insurance Benefits, subsection (c) and shall have thirty (30) days after the switch to complete the health evaluation and the wellness testing. If the employee does not complete the testing within the thirty (30) days following the switch, the employee will not be eligible for health insurance premium incentives until the next year and shall pay 30% of the premium equivalent for health insurance.

**10. Disability Insurance**

a. Employees shall be allowed to purchase, through payroll deduction, disability insurance from an independent vendor selected and approved by the Union.

b. The City's sole responsibility in the disability insurance program is to make payroll deductions payable to said vendor. The Union shall hold the City of Batavia and any of its employees and officers harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City of Batavia or any of its representatives for the purpose of complying with the provisions of this section.

**11. EMT Certification**

Any entry level firefighter candidate who receives an appointment to the Fire Department after April 1, 1999 shall be required, as a condition of employment, to acquire a valid Emergency Medical Technician Certification within the first year of employment. If a program is not available in the first year then at the first internal training opportunity. This certificate must remain valid throughout the term of his or her employment with the City of Batavia, as a condition of employment.

In the absence of an internal training opportunity, the entry level firefighter shall become enrolled in an approved New York State Emergency Medical Technician Certification Program, as a condition of employment, within his or her first year of employment. If there is not a program available in the first year, the member shall enroll in at the first opportunity thereafter. This certificate must remain valid throughout the term of his or her employment with the City of Batavia, as a condition of employment.

Members of the Association in consideration for acquiring and maintaining EMT teacher certification and for teaching EMT courses when required shall receive incentive pay equal to 2 percent of the member's base pay. Members who receive their certification after April 1, 2019, will not be eligible for the 2% incentive pay. They will only be eligible to receive time and one-half pay when instructing. Members who received their certification prior to April 1, 2019 will continue to receive 2% of their base salary. Member's, once certified as EMT instructors, are required to maintain the certification and to teach as required for a minimum of two years. This benefit is limited to a maximum of seven (7) fire personnel at any one time, i.e. any combination of firefighters, medics or fire officers, the exact number to be determined by the Chief. An instructor unable to take a teaching assignment on two consecutive occasions shall cease receiving incentive pay. An instructor who fails to maintain certification shall cease receiving incentive pay.

**12. Longevity**

A longevity bonus shall be paid to each member of the Association in a lump sum on the first payroll in December of each year according to the following schedule. Payment is contingent upon satisfactory performance of job duties as determined by the employee's supervisor and Chief. The job performance evaluation instrument shall be agreed to by both parties.

After 10 years' service	\$ 750.00
After 20 years' service	\$ 1,250.00

**13. Tuition Reimbursement**

a. Upon Completion of one (1) full year of service with the City of Batavia, employees shall be eligible for tuition reimbursement for job related courses according to the following:

- i) Regular full-time employees shall be reimbursed for tuition per academic term provided employee provides advance notification of his intent to enroll for courses to the Fire Chief by December 1st of the fiscal year proceeding the fiscal year in which the reimbursement will be paid. Tuition reimbursement shall be at 100 percent for A or a passing grade on a pass/fail system, 90% for B and 80% for C. If notification is received after the deadline the tuition reimbursement will be delayed for one fiscal year.
- ii) Part-time, seasonal, temporary and assigned employees shall not be eligible for reimbursement.

b. At least thirty (30) days prior to officially enrolling in a course, the employee shall consult with the Fire Chief on the job-relatedness of the course.

c. Prior to the end of the academic term for which reimbursement is requested, the employee shall present a copy of a paid receipt for reimbursement according to 13 a.i.

14. **Salary Schedule**

a. The wage schedule to be paid to classifications of employees represented by the Association is set forth in Appendix A which forms a part of this agreement.

2.65% cost of living increase in base pay effective April 1, 2019

2.65% cost of living increase in base pay effective April 1, 2020

2.65% cost of living increase in base pay effective April 1, 2021

2.65% cost of living increase in base pay effective April 1, 2022

2.65% cost of living increase in base pay effective April 1, 2023

b. A firefighter or fire officer who is employed prior to April 1, 2000 shall move to the next step on the salary schedule as follows:

<u>Service</u>	<u>Step</u>
6 mos.	B
1 yr.	C
2 yrs.	D
4 yrs.	E

c. A firefighter or fire officer who is employed after March 31, 2000, but prior to April 1, 2007, shall move to the next step on the salary schedule as follows:

<u>Service</u>	<u>Step</u>
1 yr.	B
2 yrs.	C
4 yrs.	D
5 yrs.	E

d. A firefighter or fire officer who is employed after April 1, 2007 shall move to the next step on the salary schedule as follows:

<u>Service</u>	<u>Step</u>
Begin	A
1 yrs.	B
2 yrs.	C
4 yrs.	D
6 yrs.	E
8 yrs.	F
10 yrs.	G

- e. Differential between the Ranks. A 15% differential in base pay shall be maintained between the ranks of firefighter and fire lieutenant, and between the ranks of fire lieutenant and fire captain.
- f. Effective April 1, 2014, upon promotion, an employee shall be placed in the first Step that reflects a minimum of ten percent (10%) increase in base pay. That employee must then remain at that Step for the period required in accordance with the agreed upon salary schedule. (For example, a fire fighter hired after April 1, 2007, at Step E who is promoted to fire lieutenant will be placed at Step D on the salary schedule. He/she will then serve two (2) full years at Step D on the salary schedule before advancing to Step E on the salary schedule.)

15. Child Safety Seat

Any member who is certified as a child passenger safety seat technician shall receive overtime pay, at time and one-half, for performing safety seat duties that are performed outside of their normal duty hours.

### ARTICLE III

#### WORKING CONDITIONS

1. **Bulletin Board**

- a. The Union shall have the privilege of displaying a bulletin board at each station to acquaint the members with union matters at such a place that it will not conflict with Fire Department bulletin boards.

2. **Working Conditions and Records**

- a. In the event members are required to work longer than their regular tour of duty, it shall be the responsibility of the officer in charge to see that these members are relieved in an expeditious manner by the oncoming shift. Members who are held over and work beyond their regular shift, will be paid at the rate of time and one-half for each hour worked over 1.5 hours.

All overtime will be earned in one-half hour increments. A fifteen minute rule shall apply to overtime earned. If said member works fifteen minutes or less of a half hour increment, said member will earn overtime reduced to the next lower half hour. If said member works over fifteen minutes of a half hour increment, said member will earn overtime equivalent to the next full half hour increment. Example: A member works (1) hour and forty five (45) minutes overtime, said member shall earn one and one-half hour (1.5) overtime. A member works one (1) hour and forty six (46) minutes shall earn two (2) hours overtime. In lieu of overtime compensation, employees may elect to receive compensatory time for any overtime hours worked. Compensatory time shall be earned at the same rate as the overtime pay would have been earned. This provision does not preclude any other provisions (including minimum call-in

time) in any other parts of this agreement.

b. All overtime will be maintained by seniority lists, the records of which shall be easily accessible to all members at all times. For fire fighters and fire officers, there will be one list for all other overtime. These records shall show the date of call and response from each person called. The response record shall include whether the overtime is refused, the member is on duty, sick or on vacation or if there was no answer. If a member refused or was not available for overtime duty, he will automatically be passed by until a complete cycle of the seniority list has been made.

Fire fighter calls are to be made on a firefighter for firefighter and officer for officer basis. If a firefighter is being called for, and there is overtime still available after the firefighter call-in list has been exhausted, officers will then be called. If there is overtime still available after the officer call-in list has been exhausted, firefighters will then be called.

If an officer is being called for, and there is overtime still available after a complete cycle of the officer call-in list, firefighters will then be called. If there is overtime still available after a complete cycle of the firefighter call-in list, officers will then be called.

The last member working overtime on each list will be marked and the next lower ranking member on each list shall be first to be called for the next available overtime on that list.

In filling any additional minimum staffing shift vacancies, the rank of the member creating the necessity for the overtime will determine the list to be called to fill the vacancy, e.g., if an additional vacancy is created by the absence of a firefighter, the firefighter's list shall be called first to fill the vacancy. If an additional vacancy is created by the absence of an officer, the officer's list shall be called first to fill the vacancy.

If the overtime call-in time is less than five (5) hours, the overtime call-in list will not cycle. That is, the first employee called for overtime for less than five (5) hours will be the first employee called for the next available overtime, regardless of who worked the overtime of less than five (5) hours.

The calls shall be made, whenever possible, within 48 hours of the first scheduled day or night requiring overtime call-ins. Whenever possible, the officer in charge will start calling for overtime at 6:00 P.M. Under no circumstance shall the officer call scheduled overtime before 6:00 P.M.

Whenever emergency overtime is called including second alarms, employees' time will start at the time of the call, as long as the employee arrives at the scene or the fire station within one half (1/2) hour of being contacted. If employees do not arrive within one half (1/2) hour of being contacted, the employee shall be paid from the arrival time at the scene or station.

c. A roster of each man and his accumulated time shall be kept where it is easily accessible by all members of the department at all times. Accumulated time shall be entered in the record, not to exceed one week after being earned or used.

d. Employees not expecting to work because of sickness, or other justifiable causes must notify their respective superior officer no less than one hour before schedule time.

3. **Leave of Absence**

a. Employees shall be granted a leave of absence for a period of up to one year for the following purposes without loss of seniority rights, pertaining to pay, vacation, sick time, etc.

1. Further education and training
2. Serving in an elected position in the Union
3. Illness/injury leave
4. Prolonged illness in immediate family
5. For such other reasons similar to those listed above
6. Military Service

4. **Employee Discipline**

a. Negative letters and memoranda placed in an employee's personnel file that are older than twenty-four (24) months shall not be considered for determining employee discipline.

b. Union representative or union attorney can witness conversations the Fire Chief has with an employee concerning potential disciplinary matters. The union representative or attorney may not speak on behalf of or advise the employee during the conversation that the Fire Chief has with the employee.

5. **Promotions**

All promotions to Lieutenant and Captain in the Fire Department shall be made from the ranks of permanently appointed members of the bargaining unit provided Civil Service can provide a certified list of eligibles for promotion. In instances in which Civil Service cannot provide said list, the City may appoint from the Civil Service open competitive list of eligibles.

6. **Special Details, Jobs, Assignments**

The Fire Chief will discuss with the Union President or his designee any job or assignment not contained in the Civil Service position duty specifications before posting said job or assignment for interested employees to apply.

7. **Negotiations**

Members of the bargaining team (limited to three) shall suffer no loss of pay while attending negotiation sessions with the city.

8. **Union Time Off**

Union officials shall receive time off with no loss of pay to attend arbitrations, grievance proceedings, and improper practice proceedings and hearings. Two employees are entitled to an entire day off to attend all PERB related proceedings and grievance board proceedings. Night shift employees attending PERB meetings that adjourn late in the day may report to work late that same day if necessary after having taken a reasonable amount of time to prepare for work. All members of the negotiating committee are entitled to the entire day off for interest arbitration proceedings on the days of the proceedings.

9. **Union Business**

Union representatives and members may discuss Union business, anytime provided said discussion does not interfere with work duties.

10. **Mutual Aid**

The City agrees not to call mutual aid for all fire department operations, excluding necessary emergency ambulance responses, until all City firefighters have been called first. This does not preclude the City from calling mutual aid concurrently with City firefighters or from securing specialized services beyond the capability of the Department.

11. **Safety Committee**

A joint committee of the City and the Association shall consist of two (2) representatives appointed by the Union and two (2) representatives appointed by the City Manager. The Safety Committee shall meet at least once a year to compile a list of recommendations. The City will attempt to meet the concerns of the Safety Committee, with the support of the Union Body.

12. **Smoking Policy**

Employees shall be prohibited from smoking while on duty upon enactment, by City Council of a Local Law prohibiting smoking in all City buildings. However, the City agrees to identify designated smoking areas for each station. Smoking is permitted in designated areas only.

13. **Station Maintenance and Upkeep**

In the event that minor repairs/tasks or other extraneous station projects arise and provided work is not taken from another bargaining unit (DPW, Bureau of Maintenance, etc.), members of the Fire Department shall work with the Fire Chief, following the proper chain-of-command, to perform such tasks. These tasks are on a voluntary basis and cannot be interpreted as past practice when assigning future tasks.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

Any employee having a grievance in connection with his employment shall present it to the Employer in the manner set forth in this Article. A grievance shall be any claim of a violation, misinterpretation, or misapplication of any provision of this agreement.

#### **STEP I**

a. If an employee feels he has a grievance, he shall discuss the grievance with the steward and the immediate supervisor within three (3) working days of the occurrence of the grievance or the employee's knowledge thereof.

b. If the matter is thereby not disposed of, it will be submitted in written form by the employee or Union representative to the Fire Chief who will give his answer in written form within ten (10) working days.

#### **STEP II**

a. If the Fire Chief's answer is not satisfactory, the grievance may be referred to the Union President, or his designee, to the City Manager, or his designated representative, and a meeting will be arranged to discuss the grievance or grievances within ten (10) working days from the date the grievance is received. The Manager will give an answer in writing within ten (10) working days.

b. The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding the meeting with the representative of the Employer.

c. The Union President, or his representative, shall be granted time off by his Supervisor, platoon officer, from his job without loss of pay to investigate a grievance which he is to discuss with the Employer provided, however, it does not interfere with immediate work assignment and such time shall not exceed two hours in a working day.

#### **STEP III**

a. If Step II fails to produce a settlement of the dispute, either the Union or the City may take the dispute to arbitration upon service of written notice to the other party of its intention to do so. This notice must be served within ten (10) calendar days from the receipt of the Step II answer, or the date when the Step II answer was due, otherwise, the right of arbitration of such dispute shall be deemed waived and the grievance shall be considered closed with no further appeal.

b. The parties shall establish, by mutual agreement, a panel of five (5) arbitrators. The panel may include fewer than five (5) arbitrators but under no circumstances may the panel fall below three (3). In the event that an arbitrator is unable to continue servicing on the panel,

the parties shall appoint a replacement by mutual agreement. If the parties are at any time unable to agree on at least a panel of three (3) arbitrators, all arbitration proceedings shall be conducted in accordance with the rules of procedure of the New York State Public Employment Relations Board.

c. Each party may, during January, strike one member from the panel by notifying the other party in writing no later than January 31st. No strikes from the panel will be allowed after January 31st.

In no event may the parties utilize a strike bringing the panel below three (3) people.

d. The selected arbitrator shall hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to the arbitrator. The decision of the arbitrator shall be final and binding on the Union, the City and the Grievant. The arbitrator shall have no authority or power to render a decision or award inconsistent with statutory or appellate decision or law.

e. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

f. The authority of the arbitrator shall be limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to alter, add to or subtract from, or otherwise modify the terms of this Agreement as written. The arbitrator shall confine himself to the precise issues submitted for arbitration and shall have no authority or power to determine any other issues not submitted to him. He shall confine his decisions and awards solely to the interpretation and application of this Agreement.

g. Expenses for the arbitrator's services in the proceeding shall be borne equally by the City and the Association. However, each party shall be responsible for compensating his own witnesses. If either party desires a transcript of the proceedings, it may then do so. In the event a transcript is made, each party shall pay for its copy of the transcript. The party that first requested a transcript shall pay for the arbitrator's copy.

## **ARTICLE V**

### **DISCIPLINE**

The parties agree to continue to negotiate the issue of disciplinary procedure. All disciplinary procedures will follow the procedure in the 1990 -1993 contract until this wording is worked out.

## **ARTICLE VI**

### **INTEREST ARBITRATION**

The parties agree that in the event of an impasse during contract negotiations the binding compulsory interest procedures in the Taylor Law shall apply to all titles and positions covered in the collective bargaining agreement.

## **ARTICLE VII**

### **EMBODIMENT OF AGREEMENT AND LEGISLATIVE ACTION**

a. This document together with department rules and regulations constitutes the sole and complete Agreement between the parties. Furthermore, the City and the IAFF agree effective April 1, 1999 that all Memorandums of Agreements or Understanding not attached to this document are hereby rendered null and void.

b. **LEGISLATIVE ACTION. 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 VIII**

### **FIREFIGHTER NOTIFICATION**

1. Fire monitors (pagers) will be issued and used by fully paid members of the City of Batavia Fire Department. At the option of the Chief, the Fire Chaplain may be issued a fire monitor (pager).
2. Fire monitors (pagers) will be used for the call in of off duty members for emergencies only; they are not to be used for any other purpose such as announcements of meetings, classes, etc.
3. Upkeep of damage that may occur to such monitors (pagers) will be the sole responsibility of the City of Batavia.
4. Members will not be held responsible for emergency calls that are missed unintentionally.

## **ARTICLE IX**

### **ALCOHOL AND CONTROLLED SUBSTANCE TESTING POLICY**

#### **POLICY**

It is the policy of the City of Batavia to provide safe, dependable, and economical service to its citizens and to provide safe working conditions for its employees. It is also the policy of the City of Batavia to provide healthy, satisfying, working environments for its employees.

To meet these goals, it is the policy of the City of Batavia to insure that its employees are not impaired in their ability to perform assigned duties in a safe, productive and a healthy manner, to create a work place environment free from the adverse effects of alcohol and controlled substance abuse or misuse; to prohibit the unlawful manufacture, distribution, dispensing, possession or use of alcohol and controlled substances; and to encourage employees to seek professional assistance when personal problems, including alcohol and controlled substance dependency, adversely affect their ability to perform assigned duties. The testing required by this policy shall not be construed as required by the Department of Transportation under 49 CFR Part 40 or any other federal law. All testing shall be conducted separately from the drug and alcohol testing that is required by the Department of Transportation under federal law, and the testing forms used in this policy shall not be those used for purposes of compliance with laws and regulations administrated by the Department of Transportation.

#### **PURPOSE**

The purpose of this policy is to assure worker fitness for duty and to protect employees and the public from the risk posed by the use of alcohol and controlled substances.

#### **APPLICABILITY**

This policy applies to all employees who are not subject to the testing requirements of the Department of Transportation under 49 CFR Part 40.

#### **DEFINITIONS**

Commercial Vehicle- as defined in the statutes requiring commercial drivers' license.

Delay- any failure to immediately report to the test site to participate in the required testing under this policy.

#### **POLICY ADMINISTRATOR**

Unless otherwise designated by the City Manager in writing, the City Manager will be designated as the controlled substance and alcohol policy administrator for the City of Batavia. Any inquiries concerning this policy, its application, its administrator, or its interpretation will be made to the policy administrator.

The City Manager will designate a position to be identified to the public and to employees whose

incumbent is the primary person responsible for implementation and administration of this policy under the supervision of the City Manager, if the person is not the chief administrator of the jurisdiction.

The policy administrator will develop and maintain a current list of the positions that are governed by this policy. The list will be available for inspection in the Manager's office of the City. Individuals who are applying for positions with the City of Batavia and affected employees will be notified of the positions that are covered by this policy.

### CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS

An employee is prohibited from the operation of a commercial motor vehicle and/or from engaging in any work related functions, for alcohol related conduct: 1) while consuming alcohol; 2) while having a blood alcohol concentration of 0.02 or greater; 3) within four (4) hours of consuming alcohol; 4) after refusing to submit to an alcohol test; and 5) from consuming alcohol within eight (8) hours after an accident as specified in this policy.

An employee is prohibited from the unauthorized use of a controlled substance at any time, whether on or off duty.

An employee is prohibited from the unauthorized possession of alcohol while on duty and of controlled substance at any time, whether on or off duty.

Any employee who is consuming a prescribed or authorized controlled substance or other substance of any kind whose side effects may inhibit or impair the employee's performance will provide written notice to the City of such consumption upon reporting for a drug test. Failure to report will be cause for disciplinary action up to and including termination from service.

Employees subject to this policy will be subject to controlled substance and alcohol testing including the following types of tests: pre-employment testing (for controlled substance only), random testing (except as provided herein), reasonable suspicion testing; post-accident testing; return to work testing; and follow-up testing to rehabilitation programs. Every effort will be made to have all testing done on-site, if however, an employee should have to travel off-site for testing, or if the testing is done during non-working hours, the employee shall be compensated their normal hourly rate, or overtime rate if applicable. All time spent in the testing process, by the employee, shall be considered time towards consideration for compensation.

#### *Pre-Employment Testing*

Pre-employment urine drug testing will be required of all applicants for positions covered by this policy as a condition of the application procedure. Future employment as defined will be considered as if the application was for original entry into service for purpose of this policy. Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions, and failure of a controlled substance test disqualifies an applicant from appointment to employment for a period of at least 120 days. Evidence of the absence of controlled substances dependency from a Substance Abuse Professional (SAP) and negative controlled substance tests will be required prior to further consideration for any employment, including reports from prior employers by an employee's written authorization.

### *Reasonable Suspicion Testing*

Reasonable suspicion testing will be used to determine fitness for duty evaluations, including appropriate urine and/or breath testing when there are objective observable reasons to believe that a controlled substance or alcohol use is adversely affecting an employee's job performance or that the employee has violated this policy. Reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance use. Reasonable suspicion observations and reports can only be made by supervisory or management personnel who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol. The observing supervisor or manager, whether or not the person is the employee's immediate supervisor, is required to complete the appropriate required documentation concurrently with the observation and consideration to impose reasonable suspicion testing.

Reasonable suspicion testing will be required and completed whenever possible within two (2) hours of the observation, but in any case no later than before eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing.

### *Post-Accident Testing*

Post-accident testing will be required to test employees after a vehicular accident has occurred in which a fatality has occurred, or when a traffic citation is issued after an accident, or testing may be required where injury to a person requires transport to a medical treatment facility, or disabling damage to one or more vehicles requires towing from the accident site to occur. Testing will include both breath and urine drug testing of the employee(s).

Post-accident testing will be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than before eight (8) hours after the accident for breath alcohol testing and thirty-two (32) hours for controlled substance testing. An employee involved in an accident will refrain from alcohol consumption for eight (8) hours following the accident.

### *Random Testing*

Random testing will be conducted on all persons covered by this policy. Random testing will be unannounced and conducted with unpredictable frequency throughout the year, using an established scientifically-based selection method. Testing will be conducted whenever and as ordered by appropriate supervisory personnel, but no less frequently as required by federal law and regulations, and in such numbers as is minimally determined under the regulations.

### *Call-In Testing*

Members will not be subject to random testing for any portion of a shift that they were not scheduled to work. That does not preclude the City from conducting a reasonable suspicion test, under the conditions stated in this Policy, if the need arises.

### *Return to Work Testing*

Return to work urine drug and alcohol testing for all employees covered by this policy will be required for all employees who previously tested positive on a controlled substance or alcohol test. To return to work, the employee must test negative and be evaluated and released to return to work by a SAP before begin permitted to return to work.

### *Follow-up Testing*

Follow-up testing of employees returning to work who previously tested positive on a controlled substance or alcohol test will include submission to unannounced random urine drug and breath alcohol testing at least six (6) times in the twelve (12) months following return to work.

Any employee questioning the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample and the test analysis will be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee-requested testing will be paid by the employee unless the second test invalidates the original test. An employee's request for a re-test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documental facts that were beyond the control of the employee.

### *Failure to Test*

Any employee who fails to submit to the required testing under this policy is considered to have tested positive and will be subject to all the consequences that follow related to positive testing.

Any employee ordered to test will report immediately to the test site upon being ordered to submit to testing. Only delays of the most dire circumstances approved by the employees supervisor will be considered or allowed, any other delay will not be granted or taken and will be treated as a refusal to test and will subject the employee to all of the consequences that follow related to positive testing. An employee shall remain on site until a sufficient sample is provided or a hair follicle sample is provided. Failure to provide a sufficient sample or for providing an adulterated sample will be considered as a refusal to test and will subject the employee to all of the consequences that follow.

## TESTING CONTROLS

**ALCOHOL:** An initial screening test is conducted first. Any result that is less than 0.02 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with a blood alcohol concentration of 0.02 or greater will be removed from service for at least twenty-four (24) hours.

Any employee who is found to have engaged in prohibited alcohol conduct under this policy will be immediately removed from work-related activity. The employee will not be permitted to resume work until the employee is (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in a follow-up test.

*CONTROLLED SUBSTANCE:* Controlled substance testing is conducted by analyzing an employee's urine specimen performed at a laboratory certified and monitored by the U.S. Department of Health & Human Service for the following controlled substances:

- 1) Marijuana (THC metabolite)
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates (including heroin)
- 5) Phencyclidine (PCP)

The testing for controlled substances is a two-stage process. First a screening test is conducted. If the test is positive for one or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GS/MS) analysis.

Any employee who test positive on the confirmatory test will be interviewed by the City of Batavia Medical Review Officer (MRO). The employee will be immediately removed from work-related activity. The employee will not be permitted to resume work until the employee is (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in a follow-up test.

#### EMPLOYMENT ASSESSMENT

An employee whom tests positive for the presence of controlled substances or alcohol above the minimum thresholds set forth in the federal regulations will be evaluated by a SAP. The SAP will evaluate who tests positive to determine what assistance, if any, the employee needs in resolving problems associated with the controlled substance or alcohol.

Assessment by a SAP does not protect an employee from disciplinary action or guarantee continued employment or reinstatement by the City of Batavia. The City of Batavia disciplinary policy provides guidance to the discipline that may be imposed, unless otherwise stated in this policy.

#### REHABILITATION EFFORT

Any employee who is determined to be in need of assistance for a controlled substance or alcohol-related problem under this policy by the SAP may be permitted to enter into a rehabilitation plan approved by the City of Batavia, provided the employee agrees to adhere to the terms of the rehabilitation contract with the City of Batavia. Employee benefit accruals may be used while completing the rehabilitation assistance plan process.

The rehabilitation contract will include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

- 1) The employee will agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the SAP or by a rehabilitation professional accepted by the City of Batavia; and
- 2) The employee agrees to refrain from any violation of this policy and the use of controlled substances and alcohol consistent with the plan of rehabilitation and this policy; and

- 3) The employee provides a release of all medical records for use and review by the City of Batavia relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and
- 4) The employee agrees to unannounced random testing for the City of Batavia determined periods of time subsequent to the employee's relating to work consistent with this policy; and
- 5) The employee agrees to submit to return to work testing demonstrating that the employee is negative under controlled substance and/or alcohol tests standards; and
- 6) The employee agrees that any future controlled substance or alcohol violations will be considered as a resignation of the employee from service without recourse.

### CONTRACTUAL SUPPORT PROFESSIONALS

The City of Batavia will secure a contract with an appropriately certified testing laboratory to conduct the controlled substance testing analysis and reporting required under this policy and under federal regulations in conformity with the standards established under federal regulations. The City of Batavia will contract for the required alcohol testing.

The City of Batavia will engage the services of an independent contractor to serve the City of Batavia as the MRO properly credentialed and trained in compliance with the federal regulations, who will not be an employee of the City of Batavia. The MRO will, as part of the engagement contract, maintain all relevant records and provide the required reports that the City of Batavia needs to comply with the federal reporting requirements.

The City of Batavia will appoint a SAP for the providing of services under this policy and in compliance with the federal regulations.

### EDUCATION AND TRAINING

The City of Batavia will provide all employees with a copy of this policy and materials related to the effects of the use and/or abuse of alcohol and controlled substances. The City of Batavia will also provide information to employees regarding treatment and rehabilitation available. Employees will be required to confirm receipt of this policy and any revisions and of the educational materials in writing noting the date of receipt and acknowledgment by signature witnessed by the supervisor providing the materials.

The City of Batavia will develop and provide training for all supervisors and managers and employees who may serve as Acting Lieutenant's and one union representative from each platoon who are responsible for the administration and enforcement of this policy. The training, at a minimum, will include at least sixty (60) minutes of program on the physical and behavioral effects on personal health, safety and on the work environment and performances indicators on the effects of alcohol use and abuse, the side effects of abuse, and the consequences of prohibited work-related activity involving alcohol consumption. The training will include an overview of this policy and its implementation and application to employees. The training, at a minimum, will include at least sixty (60) minutes of program on the physical and behavioral effects on personal health, safety and on the work environment and performance indicators of controlled

substances uses and abuse, the side effects of controlled substance abuse, and the consequences of prohibited activity involving controlled substances. Training will also include a component related to objective observation for reasonable suspicion testing, documentation and record keeping.

### CONFIDENTIALITY

All records developed and/or acquired pursuant to this policy will be maintained under strict confidentiality by the City of Batavia, the testing laboratory, the MRO, and the SAP, when and as applicable. The records will be maintained separately from other personnel records kept by the City of Batavia and will be kept in a secured location with other medical records. Materials will not be released to others without the written consent of the affected employee, except under provisions provided in the federal regulations, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or to matters initiated by an employee.

### DISCIPLINARY ISSUES

The City of Batavia's policies related to disciplinary action will be in accordance with the collective bargaining agreement, and followed when imposing discipline for violation of this policy.

The acceptance by an employee of the rehabilitation assistance plan and contract does not serve as a bar to imposing disciplinary action related to violations of this policy.

Any supervisor or manager or union representative who knowingly permits an employee to violate this policy or engage in work activity while consuming alcohol or a controlled substance or fails to enforce this policy will be subject to immediate termination from employment.

This policy does not displace any other penalties that may be imposed or be incurred as a result of violation of the City of Batavia's policy or state and federal laws, or as provided in the workers' compensation laws.

### COORDINATION WITH OTHER LAWS AND POLICIES

This policy will be administered in compliance with other federal, state and local laws related to employee health and welfare policies leave policies, benefit programs and other related policies of the City of Batavia.

In the event that any part of this policy is judicially determined to be in conflict with any law or to be in violation of any law or is rendered ineffective because of some state or federal legislative enactment, that part(s) will be void, but the remainder of the policy will remain in effect. Parts that are void or voided will be replaced as soon as possible so as to maintain the full effect of this policy and/or bring it into compliance with relevant laws.

### AMENDMENTS

This policy is subject to amendment by mutual agreement between the City of Batavia and Union.

## **ARTICLE X**

### **LABOR MANAGEMENT COMMITTEE**

The City and IAFF agree to establish a labor-management committee to meet to discuss future concerns with the collective bargaining agreement and public safety.

## **ARTICLE XI**

### **GML 207-A POLICY**

Through good faith negotiations, the City and the Union agree to develop and implement a policy to set forth the procedures by which the City of Batavia will comply with the requirements of General Municipal Law 207-a.

Plan Features	(APPENDIX A)	
	In Network Benefits	Out of Network Benefits
<b>Deductible Calendar Year</b> (Hired before 7/1/13)	<b>\$1000 individual</b> <b>\$2000 family</b> Deductible applies unless otherwise noted.	<b>\$2000 individual</b> <b>\$4000 family</b> Deductible applies unless otherwise noted.
<b>Deductible Calendar Year</b> (Hired after 7/1/13)	<b>\$200 individual</b> <b>\$325 family</b> Deductible applies unless otherwise noted.	<b>\$1000 individual</b> <b>\$2000 family</b> Deductible applies unless otherwise noted.
<b>Common Accident Deductible</b>	No	No
<b>Carry-over Deductible</b>	Yes	Yes
<b>Percentage Coinsurance</b>	80% or 100% of network allowance, as noted	80% % of usual, customary and reasonable (UCR) as noted. Where there is a % of charges, UCR does not apply.
<b>Provider copayments</b>	\$15 office copay <b>PCP</b> <b>\$25 copay SCP</b>	N/A
<b>Out of Pocket Maximum</b>	<b>\$1000/\$2000</b> (does not include deductible) Inpatient charges for treatment of Mental Illness do not apply	<b>\$2000/\$4000</b> (does not include deductible) Inpatient charges for treatment of Mental Illness do not apply
<b>Lifetime Maximum</b>	\$1,000,000	
<b>Pre-existing Condition Limitation</b>	Yes	
<b>Benefit Management Program</b>	Inpatient hospital admissions must be precertified. (benefit reduction for non-compliance– 20% of hospital charges up to a maximum of \$500)  Second surgical opinion for certain surgical procedures (benefit reduction for non-compliance – 20% of hospital and physician charges up to a maximum \$500)	
<b>Inpatient Acute Care General Hospital Services (facility charges)</b>	100% of semi-private Room and Board charges for <b>the first 185 days and 80% for the following 180 days.</b> Maximum of 365 days maximum per disability.	
<b>Ambulance Professional service only</b>	<b>80% of network allowance</b>	<b>80% of UCR</b>
<b>Ambulatory Surgical Center or Hospital Outpatient Surgical Facility</b>	100% of charges	
<b>Inpatient Treatment of Alcohol and Substance Abuse</b>	<b>80% of charges</b>	<b>80% of charges</b>
	Facility charge limited to 30 days maximum per disability combined, in-and-out of network	

Plan Features	(APPENDIX A)	
	In Network Benefits	Out of Network Benefits
<b>Inpatient Treatment of Mental Illness</b>	100% of charges	
	Facility charge limited to 30 days maximum per disability. Physician charges are payable at 100% and limited to \$500 per calendar year; when \$500 limit is reached, charges are subject to deductible and coinsurance	
<b>Skilled Nursing Facility</b> Inpatient facility and physician visits Limit to 100 inpatient days	<b>80% of network allowance</b>	<b>80% of UCR</b>
	<b>Must be admitted within 14 days of hospital discharge</b>	
<b>Home Health Care</b>	100% of charges for 365 visits per calendar year, additional visits under Major Medical	
<b>Hospice</b>	100% of UCR Six month benefit period (an additional benefit period may be approved) and 12-month bereavement period from date of patient's death	
<b>Outpatient Treatment Alcohol/Substance Abuse (facility charge)</b>	<b>80% of network allowance</b>	<b>80% of UCR</b>
<b>Outpatient Treatment Mental Health (Covered Facility or Physician Care)</b>	<b>100% of network allowance up to \$700; after \$700, a \$15 copay will apply per visit.</b>	<b>100% of UCR up to \$700 with</b> no deductible; charges over \$700 are subject to Major Medical deductible and coinsurance with a per-visit maximum benefit of \$20.
	Limited to \$700 benefit at 100% per calendar year; when this \$700 benefit is reached, benefits are payable as described above. Services of a psychiatric social worker are covered.	
<b>Emergency Room (facility charge or physician's office)</b>	<b>\$100 copay</b> for services rendered within 72 hours of a sudden and serious illness or an accidental injury.  Charges related to use of an emergency room for a non-emergency condition are subject to the deductible and coinsurance.	
<b>Outpatient Hospital Services (not previously listed)</b>	<b>80% of network allowance</b>	<b>80% of UCR</b>
<b>Physician Surgery-Related Services:</b>		
• <b>Surgery</b>	100% of network allowance, no deductible	100% of UCR, no deductible
• <b>Surgical Assistant</b>	100% of network allowance, no deductible	100% of UCR, no deductible

Plan Features	(APPENDIX A)	
	In Network Benefits	Out of Network Benefits
• Anesthesia	100% of network allowance, no deductible	100% of UCR, no deductible
• Midwife	100% of charge	
Second Surgical Opinion (SSO)	<b>100% of charge</b> <b>Required SSO for: tonsillectomy, hysterectomy, prostatectomy, cataract removal, hernia repair, gallbladder removal, D&amp;C, orthopedic repair, bunionectomy, coronary bypass, back surgery, submucous resection of nose, varicose vein ligation and stripping, laparotomy. See Benefit Management Program in this summary for noncompliance benefit reduction</b>	
Inpatient Physician Services	100% of network allowance, no deductible	100% of UCR, no deductible
	Medical - 365 visits per disability Mental Illness - payable at 100% and limited to \$500 per calendar year; when \$500 limit is reached, charges are subject to deductible and coinsurance	
Inpatient Consultations	100% of charge	
	Limited to two separate physicians per admission	
Supplemental Emergency Accident and Illness Benefit	Full Benefits for physician services rendered within 72 hours of a medical emergency or an accidental injury Limited to \$100 per calendar year for services that are not covered under any other portion of this Plan	
Preadmission Testing	100% of charge	
Diagnostic X -Rays	100% of charge for x-ray and interpretation	
Diagnostic Machine Testing	100% of network allowance, no deductible	100% of UCR, no deductible
Diagnostic Laboratory Testing	100% of network allowance	100% of UCR
Tests and professional interpretation	100% up to <b>\$125</b> per calendar year, balance under Major Medical <b>Includes Routine lab testing</b> <b>In-network preventive care must be covered in full with no cost to member due to non-grandfathered status, See USPSTF attachment.</b>	
Radiation Therapy	<b>80% of network allowance</b>	<b>80% of UCR</b>
Chemotherapy	<b>80% of network allowance</b>	<b>80% of UCR</b>

Plan Features	(APPENDIX A)	
	In Network Benefits	Out of Network Benefits
<b>Physical Therapy</b>	80% of network allowance	80% of UCR
<b>Occupational Therapy (billed by a therapist)</b>	80% of network allowance	80% of UCR
<b>Speech Therapy (billed by therapist)</b>	80% of network allowance	80% of UCR
<b>Physician Services – (non-routine) including consultations, home visits</b>	\$15 copay	80% of UCR
<b>Chiropractic Care</b> Maintenance care is not covered. X-rays are covered under Diagnostic X-rays	\$15 copay	80% of UCR
<b>Allergy Services</b> <ul style="list-style-type: none"> <li>• <b>Physician visit</b></li> <li>• <b>Injections</b></li> <li>• <b>Skin tests</b></li> </ul>	<ul style="list-style-type: none"> <li>• \$15 copay</li> <li>• 80% of network allowance</li> <li>• 80% of network allowance</li> </ul>	80% of UCR
<b>Private Duty Nursing</b> (Services must be Medically Necessary)	<b>80% of network allowance</b>	<b>80% of UCR</b>
<b>Durable Medical Equipment</b>	<b>80% of network allowance</b>	<b>80% of UCR</b>
	<b>Charges over \$100 must be pre-approved by RMSCO/EM Management</b>	
<b>Medical Supplies (surgical)</b>	<b>80% of network allowance</b>	<b>80% of UCR</b>
<b>Diabetic Supplies, Education, and Equipment</b>	<b>80% of network allowance</b>	<b>80% of UCR</b>
	<b>Benefits for diabetic education are limited to five visits; if the medical condition changes, additional visits may be approved.</b>	
<b>Prosthetics</b>	<b>80% of network allowance</b>	<b>80% of UCR</b>
<b>Blood products, transfusions, plasma, and processing charges</b>	<b>80% of network allowance</b>	<b>80% of UCR</b>
<b>Oxygen</b>	<b>80% of network allowance</b>	<b>80% of UCR</b>
<b>Orthotic Appliances</b> Needed following	<b>80% of network allowance</b>	<b>80% of UCR</b>

Plan Features	(APPENDIX A)	
	In Network Benefits	Out of Network Benefits
surgery	<b>Foot orthotics must be approved by RMSCO/EM Management and are limited to one pair per Lifetime.</b>	
<b>Routine Adult Examination</b> (Limited to one annual physical exam)	\$15 copay <b>In-network preventive care must be covered in full with no cost to member due to non-grandfathered status, See USPSTF attachment.</b>	<b>100% of UCR, with no deductible, up to \$50, balance under Major Medical</b>
	<b>Related routine tests and immunizations are covered. See Routine Mammography Screening and Pap Smear</b>	
<b>Routine Well Child Examination</b> (Limited to one annual physical exam)	\$15 copay <b>In-network preventive care must be covered in full with no cost to member due to non-grandfathered status, See USPSTF attachment.</b>	<b>100% of UCR, with no deductible, up to \$50, balance under Major Medical</b>
	<b>Related routine tests and immunizations are covered.</b>	
<b>Routine Mammography Screening</b>	<b>100% of charges</b> <b>Limited to one routine screening per calendar year</b>	
<b>Routine Pap Smear</b> Limited to one per calendar year	<b>100% of network allowance, no deductible</b>	<b>100% of UCR no deductible</b>
	<b>Applies toward \$125 Diagnostic Laboratory Testing maximum benefit. In-network preventive care must be covered in full with no cost to member due to non-grandfathered status, See USPSTF attachment.</b>	
<b>Routine Vision Exam</b> <b>Limited to one per calendar year for services by an OD or MD</b>	<b>100%</b>	<b>80% of UCR</b>
<b>Acupuncture</b>	<b>80% of network allowance</b>	<b>80% of UCR</b>
	10 visits provided by a physician	
<b>Voluntary or Elective Sterilization</b>	<b>100%</b> <b>Not subject to deductible</b>	<b>80%</b> <b>Not subject to deductible</b>
<b>Fertility Treatment</b>	Not a benefit	
<b>Voluntary Abortion</b>	Not a benefit	

Plan Features	(APPENDIX A)	
	In Network Benefits	Out of Network Benefits
Prescription Drug Coverage (ProAct)	<p><b>Participating retail pharmacy - \$5.00/\$20.00/\$35.00 copay with ID card</b></p> <p>Oral contraceptives <b>are</b> covered.</p> <p><b>Smoking cessation products (maximum 12-week supply) are limited to once per lifetime</b></p> <p><b>OTC Proton pump inhibitors and OTC non sedating antihistamines are covered under the generic co-pay.</b></p> <p><b>Lipitor moved to Tier 3.</b></p>	

<b>DENTAL COVERAGE</b>	<b>IAFF</b>	
	<b>In Network</b>	<b>Out of Network</b>
<b>Benefit</b>		
<b>Annual Benefit</b>		<b>\$1500</b>
<b>Deductible</b>		
<b>Individual</b>		<b>\$ 25</b>
<b>Family</b>		<b>\$ 75</b>
		<b>Deductible does not apply to Level I Services</b>
<b>Level I Services</b>		
<b>Oral Exams</b>		
<b>X-Rays – Full Series or Panoramic</b>		<b>100% OF UCR</b>
<b>Prophylaxis – Over age 14</b>		
<b>Prophylaxis – Under Age 14</b>		
<b>Level II Services</b>		
<b>Fillings – Silver Amalgam – Deciduous – 1 Surface</b>		
<b>Fillings – Silver Amalgam – Permanent – 1 Surface</b>		
<b>Fillings – Porcelain/Acrylic</b>		
<b>Endodontics – Single</b>		<b>80% OF UCR</b>
<b>Periodontal Scaling</b>		
<b>Periodontal Surgery</b>		
<b>Extraction – Single</b>		
<b>Extraction – Surgical</b>		
<b>Extraction – Impaction</b>		
<b>Level III Services</b>		
<b>Inlays – 1 Surface</b>		
<b>Crowns</b>		<b>50% OF UCR</b>
<b>Dentures – Partial</b>		
<b>Dentures – Full – Permanent</b>		
<b>Dentures – Full – Immediate</b>		
<b>Level IV – Orthodontia</b>		
<b>Lifetime Maximum</b>		<b>\$1000</b>
<b>Child Treatment to Age 19</b>		<b>50% OF UCR</b>

## APPENDIX B

### INTRODUCTION

The City of Batavia provides employees, retirees and covered eligible dependents with an opportunity to participate in a wellness incentive program.

The program offers a unique way for employees to control health plan costs immediately while at the same time promoting healthier lifestyles long-term.

### HOW THE PLAN WORKS

The Employee Sponsored Group Health Plan offered by the City of Batavia to its employees includes a benefit deductible, an amount that must be satisfied by the covered employee before the plan benefits are (refer to medical plan benefits).

By qualifying for healthy lifestyles rewards, employees and/or their covered dependent spouses earn benefits that are used to reimburse them for expenses that accumulated towards the health plan deductible. Employees and/or their covered dependent spouses are eligible to earn rewards that may substantially reduce their total health plan deductible.

Exams are conducted onsite at a medical facility and are provided at no cost to the insured employees. Individual test results are not shared with the employer. Testing for 2007 will be conducted in month of September and/or October. Each year thereafter, exams will be conducted in the month of January and/or February.

Goals are outlined as follows:

Only for hires prior to 7/1/13.

All employees shall receive a full blood panel work up.

	<b><u>HEALTH GOALS</u></b>		
<b>Level 1 of compliance</b>		<b>Single</b>	<b>Family</b>
<i>Credit Category</i>			
Blood Pressure	<=120/80	\$ 250	\$ 250
Fasting Glucose	<=100	\$ 250	\$ 250
LDL Cholesterol	<=100 mg/dL	\$ 250	\$ 250
Tobacco/Nicotine	Negative	\$ 250	\$ 250
Spouse/ Head of Household Health Questionnaire	Complete		\$1,000
<b>Level 2 of compliance</b>			
<i>Credit Category</i>			
Blood Pressure	<=121/81 – 140/90	\$ 50	\$ 50
Fasting Glucose	<=101 - 125	\$ 50	\$ 50
LDL Cholesterol	<=101 mg/dL – 160 mg/dL	\$ 50	\$ 50
<b>Maximum Credit Earned</b>		\$1,000	\$2,000
<b>Minimum Credit Earned</b>		\$ - 0	\$ - 0

## APPENDIX C

### UNION RULES GOVERNING SICK BANK

#### Sick Bank Rules

Union rules governing said sick leave "bank" as stated in Article II, Section 2(d):

1. A union member shall be entitled to use sick leave days from the "Bank" when said member has no sick leave left and:

- a. Said member has missed four scheduled working days after his or her sick days have run out. (The member has gone four days without pay.)
- b. There are sick days left in the "Bank" or sick days available from Union Members.
- c. If two or more union members are eligible for use of the "Bank", the sick "bank" shall be split between them.

2. The union president shall direct each platoon steward to contact each member of his/her platoon to see if they wish to donate to the sick bank. If the steward is unable to contact a member that shall constitute that the member wishes to not donate. The union president shall then inform the Fire Chief to deposit a stated number of days from each members wishing to donate into the sick bank, minimum one-half (1/2) day. Sick days not used after they are placed in the bank will stay there until needed by the next union member. Any benefit time (personal, compensatory, vacation, sick leave) earned by the member while using the sick bank shall be used prior to using additional sick bank days.

3. Sick leave days reimbursed to a union member who has used sick leave days from the bank shall be deposited in the sick bank. Reimbursement to the sick bank shall not exceed the number of days withdrawn from the sick bank by said member.

## **APPENDIX D**

### **TRAINING AND DEMONSTRATIONS**

Chief's memo dated 10/31/89  
Improper Practice Charge U 11118

Members of the Fire Department will not be required to report for duty when on vacation unless:

- 1) An emergency situation occurs which in the judgment of the Command Officer requires additional staffing;
- 2) staffing is reduced below that which is indicated in Department rule 4-1.2;
- 3) personnel have, prior to selection of scheduled vacation and/or compensatory time off, been assigned or enrolled in training or education related to their positions, job assignments or special details. Such members must select vacation and Kelly time accordingly;
- 4) The training is required by State or Federal law and must be conducted at the convenience of other departments or agencies.

Members who request training and education must recognize the potential for conflict between their vacation/Kelly schedule and therefore select accordingly.

It is not the intention of the Fire Department to indiscriminately force personnel to report for duty when they are on vacation. However, if a member has committed to a particular program and there is no equitable way to excuse such member without unnecessary detriment to the Fire Department, then it is necessary for such member to complete the training and/or education.

## APPENDIX E

### PROPOSED ARBITRATORS

1. Douglas J. Bantle  
P.O. Box 306  
Mendon, New York 14506
2. Mona Miller  
2201 East Avenue  
Rochester, New York 14610
3. Wade Newhouse  
University of Buffalo  
Buffalo, New York
4. Thomas Rinaldo  
305 Elmwood Avenue  
Buffalo, New York 14222
5. Miriam Winokur  
3979 Summerway Lane
6. Jeffrey Selchick  
P.O. Box 11-280  
Albany, New York 12211-1280

**APPENDIX F**

IAFF Salary Schedule  
Effective 4/1/2019  
2.65%

Hired before April 1, 2001

	A	B	C	D	E
	Begin	6 mos	1 Year	2 Years	4 Years
Fire Fighter	\$53,647	\$55,783	\$58,023	\$60,376	\$65,989
Fire Lieutenant	\$64,777	\$67,355	\$70,061	\$72,904	\$75,886
Fire Captain	\$74,361	\$77,459	\$80,569	\$83,842	\$87,268

Hired after March 31, 2001

	A	B	C	D	E
	Begin	1 Year	2 Years	4 Years	5 Years
Fire Fighter	\$50,081	\$55,783	\$58,023	\$60,376	\$65,989
Fire Lieutenant	\$60,470	\$67,355	\$70,061	\$72,904	\$75,886
Fire Captain	\$69,540	\$77,459	\$80,534	\$83,840	\$87,268

Hired after April 1, 2007

	A	B	C	D	E	F	G
	Begin	1 Year	2 Years	4 Years	6 years	8 Years	10 Years
Fire Fighter	\$50,081	\$52,730	\$55,384	\$58,035	\$60,688	\$63,337	\$65,989
Fire Lieutenant	\$60,470	\$63,040	\$65,610	\$68,179	\$70,746	\$73,316	\$75,886
Fire Captain	\$69,540	\$72,495	\$75,450	\$78,756	\$81,357	\$84,312	\$87,268

IAFF Salary Schedule  
 Effective 4/1/2020  
 2.65%

Hired before April, 2001

	A	B	C	D	E
	Begin	6 mos	1 Year	2 Years	4 Years
Fire Fighter	\$55,069	\$57,261	\$59,561	\$61,976	\$67,737
Fire Lieutenant	\$66,494	\$69,140	\$71,917	\$74,836	\$77,897
Fire Captain	\$76,331	\$79,511	\$82,704	\$86,064	\$89,580

Hired after March 31, 2001

	A	B	C	D	E
	Begin	1 Year	2 Years	4 Years	5 Years
Fire Fighter	\$51,408	\$57,261	\$59,561	\$61,976	\$67,737
Fire Lieutenant	\$62,073	\$69,140	\$71,917	\$74,836	\$77,897
Fire Captain	\$71,383	\$79,511	\$82,668	\$86,062	\$89,580

Hired after April 1, 2007

	A	B	C	D	E	F	G
	Begin	1 Year	2 Years	4 Years	6 Years	8 Years	10 Years
Fire Fighter	\$51,408	\$54,128	\$56,851	\$59,573	\$62,296	\$65,016	\$67,737
Fire Lieutenant	\$62,073	\$64,711	\$67,348	\$69,986	\$72,621	\$75,259	\$77,897
Fire Captain	\$71,383	\$74,416	\$77,449	\$80,843	\$83,513	\$86,546	\$89,580

IAFF Salary Schedule

Effective 4/1/2021

2.65%

Hired before April, 2001

	A	B	C	D	E
	Begin	6 mos	1 Year	2 Years	4 Years
Fire Fighter	\$56,528	\$58,779	\$61,139	\$63,618	\$69,532
Fire Lieutenant	\$68,256	\$70,972	\$73,823	\$76,819	\$79,961
Fire Captain	\$78,354	\$81,618	\$84,896	\$88,345	\$91,954

Hired after March 31, 2001

	A	B	C	D	E
	Begin	1 Year	2 Years	4 Years	5 Years
Fire Fighter	\$52,770	\$58,779	\$61,139	\$63,618	\$69,532
Fire Lieutenant	\$63,717	\$70,972	\$73,823	\$76,819	\$79,961
Fire Captain	\$73,275	\$81,618	\$84,859	\$88,343	\$91,954

Hired after April 1, 2007

	A	B	C	D	E	F	G
	Begin	1 Year	2 Years	4 Years	6 Years	8 Years	10 Years
Fire Fighter	\$52,770	\$55,562	\$58,358	\$61,152	\$63,947	\$66,738	\$69,532
Fire Lieutenant	\$63,717	\$66,426	\$69,133	\$71,840	\$74,546	\$77,253	\$79,961
Fire Captain	\$73,275	\$76,388	\$79,502	\$82,986	\$85,726	\$88,839	\$91,954

IAFF Salary Schedule  
 Effective 4/1/2022  
 2.65%

Hired before April, 2001

	A	B	C	D	E
	Begin	6 mos	1 Year	2 Years	4 Years
Fire Fighter	\$58,026	\$60,336	\$62,759	\$65,304	\$71,375
Fire Lieutenant	\$70,065	\$72,853	\$75,779	\$78,855	\$82,080
Fire Captain	\$80,430	\$83,781	\$87,145	\$90,686	\$94,391

Hired after March 31, 2001

	A	B	C	D	E
	Begin	1 Year	2 Years	4 Years	5 Years
Fire Fighter	\$54,169	\$60,336	\$62,759	\$65,304	\$71,375
Fire Lieutenant	\$65,406	\$72,853	\$75,779	\$78,855	\$82,080
Fire Captain	\$75,216	\$83,781	\$87,108	\$90,684	\$94,391

Hired after April 1, 2007

	A	B	C	D	E	F	G
	Begin	1 Year	2 Years	4 Years	6 Years	8 Years	10 Years
Fire Fighter	\$54,169	\$57,034	\$59,905	\$62,772	\$65,641	\$66,739	\$71,375
Fire Lieutenant	\$65,406	\$68,186	\$70,965	\$73,744	\$76,521	\$77,254	\$82,080
Fire Captain	\$75,216	\$78,412	\$81,608	\$85,185	\$87,998	\$88,840	\$94,391

IAFF Salary Schedule

Effective 4/1/2023

2.65%

Hired before April, 2001

	A	B	C	D	E
	Begin	6 mos	1 Year	2 Years	4 Years
Fire Fighter	\$59,564	\$61,935	\$64,422	\$67,034	\$73,266
Fire Lieutenant	\$71,921	\$74,783	\$77,788	\$80,945	\$84,255
Fire Captain	\$82,562	\$86,001	\$89,455	\$93,089	\$96,893

Hired after March 31, 2001

	A	B	C	D	E
	Begin	1 Year	2 Years	4 Years	5 Years
Fire Fighter	\$55,604	\$61,935	\$64,422	\$67,034	\$73,266
Fire Lieutenant	\$67,139	\$74,783	\$77,788	\$80,945	\$84,255
Fire Captain	\$77,210	\$86,001	\$89,416	\$93,087	\$96,893

Hired after April 1, 2007

	A	B	C	D	E	F	G
	Begin	1 Year	2 Years	4 Years	6 Years	8 Years	10 Years
Fire Fighter	\$55,604	\$58,546	\$61,492	\$64,436	\$67,381	\$68,508	\$73,266
Fire Lieutenant	\$67,139	\$69,993	\$72,846	\$75,698	\$78,549	\$79,301	\$84,255
Fire Captain	\$77,210	\$80,490	\$83,771	\$87,442	\$90,330	\$91,195	\$96,893

In witness whereof, the parties hereto have caused this agreement to be executed on the day and year first above written.

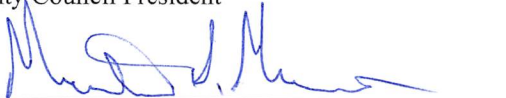
Dated: October 22, 2019

City of Batavia, New York

Attest:



Eugene Jankowski, Jr.  
City Council President

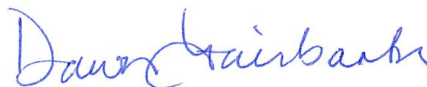


Martin D. Moore  
City Manager

Dated: October 22, 2019

Local 896, Batavia Firefighters  
Association, AFL-CIO, IAFF

Attest:



Adam Palumbo  
President of Local 896

MEMORANDUM OF AGREEMENT

In order to address the issue brought forward in the Grievance dated November 10, 2004, the IAFF and the City of Batavia hereby supplement their negotiated Agreement for the period April 1, 2000 through March 31, 2003, by further agreeing to the following:


The City will commit to open a one year window for entrance into the New York State Retirement System 384(e). Those firefighters that are currently in 384(d) will be transferred into 384(e). Any personnel promoted to a firefighter position, or hired as a firefighter within the one year window will automatically be placed in 384(e). The City will commit to opening future one year windows at the Union's request as long as there are firefighter personnel to be placed in 384(e).

Dated            Batavia, New York  
                     December 15, 2004

CITY OF BATAVIA

IAFF

  
Matthew Coppler  
City Manager

  
Art Smith  
IAFF President

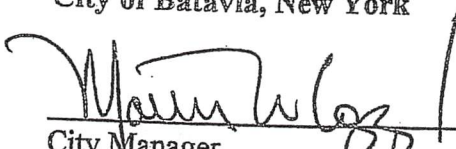
CITY OF BATAVIA  
10 WEST MAIN STREET  
BATAVIA, NEW YORK 14020

MEMORANDUM OF AGREEMENT

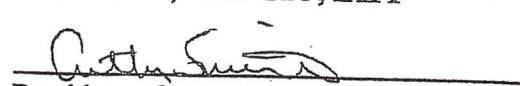
The City of Batavia and IAFF Local 896, have agreed that the City will provide employees covered by the contract with the following jury duty benefits:

1. A member of IAFF local 896 who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the City his full daily salary provided he turns over to the City all stipends, except mileage reimbursement, received for the work day for serving on jury duty.
2. The employee must notify the City or its designee immediately upon receipt of a summons for jury service.
3. Adequate proof must be presented of time served on jury.
4. All employees shall be absent from work only during the times actually required by the Courts. Employees must report to work for their regular shift before and after jury duty.
5. If needed to maintain adequate staffing, an employee will be called for overtime to replace the employee on jury duty only for the actual hours during which an employee is absent due to jury duty, not the entire shift. The employee called for overtime will work and receive a minimum of five (5) hours pay.
6. Employees called for jury duty between May and December must request the Commissioner of Jurors to postpone their jury duty and reschedule it during the period from January through April of the following year as long as the request does not interfere with the employee's scheduled vacation and Kelly time as time off during the January through April time period.
7. Employees on jury duty may utilize time exchanges with another employee as long as it does not generate the need for overtime.

City of Batavia, New York

  
City Manager

Local 896 Batavia Firefighters  
Association, AFL-CIO, IAFF

  
President of Local 896

Dated: 4/26/01

Dated: April 26 2001

**MEMORANDUM OF AGREEMENT**

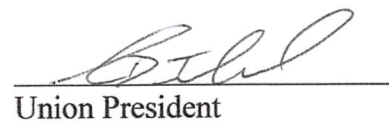
In order to assure that the City has the ability to hire the most qualified candidates for appointment, the IAFF and City of Batavia agree to discontinue the residency requirement (Article III, section 13) for the current collective bargaining agreement.

City of Batavia, New York

  
\_\_\_\_\_  
City Manager

Date: 12/10/07

IAFF

  
\_\_\_\_\_  
Union President

Date: 12/10/07