

Agreement Between  
City of Ithaca  
and  
Ithaca Professional Fire Fighters  
Association  
IAFF Local 737

January 1, 2016 - December 31, 2020

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Agreement Between  
City of Ithaca  
and  
Ithaca Professional Fire Fighters Association, IAFF Local 737

January 1, 2016 – December 31, 2020

THIS AGREEMENT, made and entered into at Ithaca, New York, pursuant to the provisions of Article 14 of the New York State Civil Service Law, by and between the City of Ithaca, a municipal corporation, as municipal employer, hereinafter referred to as the “City”, and the Ithaca Professional Fire Fighters Association, IAFF Local 737, as representative of employees of the Ithaca Fire Department who are employed by the City of Ithaca, and hereinafter referred to as the “Union”.

## 1. Recognition

- a. The City recognizes the Union as the sole and exclusive representative of the uniformed employees of the Ithaca Fire Department, with the exception of the Fire Chief, Deputy Fire Chief(s) and Assistant Fire Chiefs. This Agreement applies to all such employees.

## 2. Negotiations

- a. Either party to this Agreement may select its own negotiator(s) to conduct negotiations under the provisions of Article 14 of the New York State Civil Service Law.

## 3. Timetable

- a. The negotiating teams for the parties will meet on or about April 1, 2020 to begin negotiations with a general discussion of problems which could be solved through the new contract and goals and objectives for the new contract. Ground rules will be established, if deemed necessary.
- b. On or before May 1, 2020, the parties will meet to exchange proposals.
- c. Negotiations will proceed thereafter in a schedule to be agreed upon by the parties.

## 4. Management Rights

- a. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The Union recognizes the exclusive right of the City to establish reasonable work rules. Any disputes concerning these work rules with respect to reasonableness, interpretation or discrimination, shall be subject to negotiation, fact finding and arbitration under the rules of Section 5 - "Contract Administration and Grievance Procedure" of this Agreement.
- b. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.
- c. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
- d. The signing of this Agreement shall not abridge any employee rights or privileges to which he/she is entitled by ordinance, Civil Service Law, Charter, Board Ruling or historical practice, unless such right or privilege is specifically covered by one or more terms of this Agreement.

## 5. Contract Administration and Grievance Procedure

- a. For the purpose of this section, "days" shall be defined as regular business days of the City, unless otherwise noted.
- b. In the event of a dispute between the parties to this Agreement involving the interpretation or application of any provisions of this Agreement, either party shall have the right to resolve the dispute in the following manner:
  - i. The dispute shall be presented to the Fire Chief, in writing, within ten (10) days of its occurrence. The Fire Chief or, in his/her absence, a Deputy Fire Chief shall discuss the grievance with the President of the Union or his/her designee (said designation to be in writing from President) and issue a written response to the Union within ten (10) days of the receipt of the grievance.
  - ii. If the Fire Chief's decision is unsatisfactory to the Union, the Union may appeal the decision to the Mayor within ten (10) days of the date of the Chief's decision. Such appeal shall be in writing. The Mayor shall meet with the Union within ten (10) days in order to discuss the grievance, and shall respond, in writing, within ten (10) days of such meeting. It is understood that grievance decisions which result in a financial impact on the City will require authorization from the Budget and Administration Committee prior to implementation.

- iii. In the event that the Mayor's decision is unsatisfactory to the Union, the Union may submit the dispute to arbitration within ten (10) days of receipt of the Mayor's decision. If the dispute is not submitted to arbitration within the ten (10) day period, the right to arbitration for said dispute shall be waived.
- iv. For the purpose of administering this section of this Agreement, the parties to this Agreement shall select and employ a competent arbitrator, mutually acceptable to both parties, and shall share the cost of said arbitrator equally. If the parties cannot agree on an arbitrator, the Union shall file a request with the New York State Public Employment Relations Board (PERB) to provide an arbitrator through established PERB procedures. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement and shall have no authority to determine any other issue not so submitted. The decision of the arbitrator shall be final and binding upon the parties.

## 6. Release Time

- a. The City agrees to allow the Union President, or his/her designee (to be in writing), necessary time off with pay during working hours to process claims and/or contract administration disputes.
- b. The Union shall advise the City of the names of its negotiators. The Union shall be allowed a total of one-hundred (100) hours of employee's base salary for time spent in negotiations during regular working hours during the life of this Agreement, provided however that such time is scheduled at least six (6) calendar days prior to the actual date(s) needed. This notification requirement may be waived by mutual agreement between the Union and the Fire Chief.
- c. The City agrees to allow the Union president, or his/her designee (to be in writing), time off with pay during working hours to a maximum of one-hundred-eighty (180) hours for conducting Union business.

The Union's release time balance will not be debited for any full hours during which the City does not pay overtime to maintain normal shift staffing. For example, the Union president requests release time for an entire ten-hour day shift. For the first four hours that he/she is off, the City maintains normal shift staffing without paying overtime. In the subsequent six hours, however, the City pays overtime to maintain normal shift staffing. In this case the Union's release time balance would be debited six hours.

- d. Application for all release time as defined in this section shall be made at least forty-eight (48) hours prior to the time requested. Requests made less than forty-eight (48) hours before the shift is scheduled shall be granted if said request does not cause overtime and/or the request is of an "emergency" nature.

## 7. Agency Shop Clause

- a. Ithaca Professional Fire Fighters Association, IAFF Local 737, having been recognized as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wages and salaries of employees of said bargaining unit who are not members of Ithaca Professional Fire Fighters Association, IAFF Local 737, the amount equivalent to the dues levied by Ithaca Professional Fire Fighters Association, IAFF Local 737, and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to Ithaca Professional Fire Fighters Association, IAFF Local 737.

## 8. Workforce Diversity

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

## 9. Rules and Regulations

- a. The Rules and Regulations of the Fire Department, City of Ithaca, Ithaca, State of New York, dated effective March 1, 1974, including amendments made since, shall remain in full force, except the exceptions that are incorporated in this Agreement (Any amendments to these Rules must be mutually agreed upon by the Union and the Fire Chief and the Board of Fire Commissioners.).

## 10. Fire Labor-Management Committee

- a. The City and the Union shall jointly maintain and support a Fire Labor-Management Committee which shall meet at reasonable times at the request of either party to discuss and resolve questions of interpretation or application of this Agreement and, also, broader questions which may not be subject to grievance and arbitration procedures.
- b. Subjects for discussion shall include but not be limited to:
  - Personnel (paid, volunteer, bunker)
  - Occupational health and safety
  - Equipment
  - Training and education
  - Duty, job specifications, and work
  - Stations and apparatus
  - Emergency response
  - Rules and regulations
  - Deployment of Staff

- c. The Fire Labor-Management Committee shall consist of members of the Union, the Fire Chief, the Deputy Fire Chief(s) and the Human Resources Director or his/her designee.
- d. Decisions and/or failure to agree on any grievable subjects brought before this Committee shall not abridge or waive any employee's rights protected under Section 5 - "Contract Administration and Grievance Procedure" of this Agreement.

## 11. Rates of Pay

- a. Rates of pay for employees covered by this Agreement are listed in Appendix B at the end of this Agreement.
- b. Effective on their anniversary date, those employees not at maximum salary will move to the appropriate step in the six (6) step plan contained in Appendix B, according to the number of years of total service with the Fire Department.
- c. A Fire Fighter promoted to the rank of Fire Lieutenant will move to the minimum pay for Fire Lieutenant.
- d. Lieutenants move on the step plan on their anniversary date of promotion to Lieutenant.
- e. The salaries and wages of employees shall be paid weekly by direct deposit; provided, however, that the City shall have the right to change the payment frequency to bi-weekly upon thirty (30) days' notice.

Direct deposits shall be made to the bank or financial institution of the employee's choice, and will be credited to said bank no later than a check would have been available for that pay period. Pay stubs showing the amount deposited as well as the appropriate withholdings breakdowns shall be provided electronically, at the City's option, on or after January 1, 2018.

If a regularly scheduled payday falls on a holiday, direct deposits shall be made on the day immediately preceding the holiday.

## 12. Longevity

- a. Effective January 1, 2011, the longevity rates shall be:
 

Ten (10) years or more	\$1,050 per annum
Fourteen (14) years or more	\$1,250 per annum
Seventeen (17) years or more	\$1,550 per annum
- b. Effective January 1, 2012, the longevity rates shall be:
 

Ten (10) years or more	1.6% of top FF/EMT base pay
Fourteen (14) years or more	1.9% of top FF/EMT base pay

Seventeen (17) years or more 2.3% of top FF/EMT base pay

- c. Longevity benefits shall be paid pursuant to Section 23 - "Payment Options". If an employee leaves service for any reason, the longevity benefit shall be paid in full. Time in service, for the purpose of this Article, shall be based upon the total years of service as of January 1st of any contract year. However, any employee attaining the requisite time in service between January 1st and July 1st of the contract year shall receive a pro-rated increase calculated on the basis of a July 1st increase. For the purpose of this Article employees unable to work due to disabilities shall be treated as if they were continually working.

### 13. Emergency Medical Technician (EMT)

- a. Employees shall be approved to take any necessary classes required by New York State to maintain their basic EMT certification, or other EMT certification levels. Employees shall be relieved from duty for all contact hours and travel time necessary for EMT recertification.
- b. Any employee completing the recertification required to maintain certification as an EMT shall, upon presentation of a renewed EMT certificate, be compensated with a recertification stipend of four percent (4%) of said employee's base pay.
- c. Employees choosing to refresh at an EMT level beyond that required on the job description shall be relieved from duty for a maximum of forty (40) hours.
- d. Probationary firefighters who need to obtain or refresh their EMT certification shall do so as part of their work schedule whenever possible.
- e. Off-Duty EMS training for probationary firefighters, required for certification, shall be compensated at time-and-one-half rate, time or money, at the employee's option. Travel time for such training, calculated to and from Central Fire Station, shall be paid at straight time rates.
- f. The department shall approve the location for EMT training required for probationary firefighters.
- g. The City shall not be responsible for paying for an employee's mileage in connection with certification obtained under this Section.
- h. Employees whose EMT certification lapses shall be compensated at the rate applicable to those lacking EMT certification until such time as they do recertify.
- i. Effective date shall be date of mutual ratification of this Agreement, provided, however, that this Article shall only apply to those EMT recertification requests submitted after the effective date.

### 14. Day Care

- a. The City shall continue to provide the established Day Care Assistance Program (Cash Subsidy Program, Flexible Spending Account, and Flexible Work Schedule)

according to the program and procedures adopted by the Ithaca Common Council.

- b. Notwithstanding the preceding sentence, all employees whose employment with the City commences on or after January 1, 2018 shall not be entitled to the Cash Subsidy Program.

## 15. Clothing Allowance

- a. The clothing allowance shall be used to purchase all required clothes and gear that the Fire Department Rules and Regulations now in existence require. The clothing allowance shall be as follows:

Effective January 1, 2011	\$750.00	per year
Effective January 1, 2013	\$800.00	per year
Effective January 1, 2015	\$850.00	per year

- b. Any item mutually agreed upon by the Fire Chief and the Union may be purchased with this clothing allowance, except protective turnout clothing (helmets, coats, pants, hoods, gloves, boots), which shall be provided and maintained by the City. Effective January 1, 2011, an employee may draw up to \$400.00 per year from this fund as a reimbursement for the cleaning and maintenance of clothing. Effective January 1, 2013, an employee may draw up to \$500.00 per year from this fund as a reimbursement for the cleaning and maintenance of clothing. Employees opting for a cash payment must notify the Fire Chief, in writing, no later than December 1st of the preceding calendar year. Cash payments shall be issued no later than February 1st of each year. Additionally, the City agrees to provide laundry facilities, at each fire station, for employees to use for cleaning their work uniforms.
- c. Effective January 1, 2011, an employee may roll over into the next contract year any unused amount, with a maximum accrual of \$1,050 at any given time.
- d. The City agrees that a first year Fire Fighter shall not receive the above allowance. Said Fire Fighter will instead be issued an initial uniform issue consisting of items to be mutually agreed upon by the Union and the Fire Chief.
- e. The City agrees to purchase and properly maintain two (2) complete sets of approved protective turnout clothing [helmets, coats, pants, hoods, gloves, leather or rubber fire boots (at the employee's choosing)] for each employee.
- f. All protective clothing and equipment shall meet the standard, whether existing or promulgated, during the term of this agreement, that provides the highest level of worker protection from among federal, state or voluntary consensus standards, at the time such clothing or equipment is purchased.
- g. The City agrees to allow the transfer of any unused portion of the clothing allowance from the account of uniformed employees who do not wish to use their entire allotment to other uniformed employees of the Department. All transfers

of funds shall be binding upon completion of release of request forms, and subject to approval of representatives of the Fire Chief or his/her designee and the Union.

- h. The City agrees to supply each new employee who passes the probationary period a dress uniform. The dress uniform shall include cap, topcoat, blouse, trousers, tie, shoes, white shirt with patches and shall be ordered within ninety (90) days of permanent appointment.
- i. Employees are required to maintain the dress uniform. If an alteration or size exchange is necessary, and at the Department's discretion, the employee may return the item in good condition for alteration or exchange for a proper size item in good condition.

## 16. Health Insurance

- a. The existing health insurance coverage shall not be diminished without mutual agreement. In addition, employees will have the option of choosing from other health insurance plans offered by the Consortium and approved by the City. Employees may move between plans during the annual open enrollment period as allowed by any rules and/or restrictions adopted by the Consortium.
- b. The benefits provided herein shall be provided by a third party administrator selected by the City.
- c. Employees covered by this Agreement will continue to be responsible for paying a prescription drug co-payment of \$5.00 for generic brand drugs, \$15.00 for name brand drugs with no generic equivalent, and \$30.00 for name brand drugs with a generic equivalent. Under this co-payment each prescription may be filled for up to a three (3) month supply. This co-payment is not reimbursable through any section of the health insurance program.
- d. Employees covered by this Agreement are responsible for paying 20% of the yearly health insurance premium equivalent (for either an individual plan or a family plan, depending on his/her coverage). The premium equivalent used for calculating the health insurance contribution paid by employees shall not exceed the previous year's premium equivalent used for calculating the health insurance contribution, by more than 10%
- e. The premium equivalent for the upcoming year shall be established and communicated by November 15 of the year prior (for example, the premium equivalent for 2012 shall be established by November 15, 2011). In the event that a new premium equivalent is not established by November 15, a maximum premium equivalent shall be established and communicated.
- f. The City shall have the right to verify the continuing eligibility of dependents carried on City insurance, including requiring the production of supporting documentation deemed necessary by the City for such verification; the documentation shall be inspected and returned. The City may terminate the insurance of any dependents whose eligibility cannot be verified.

## 17. Dental and Optical Insurance

- a. The City will pay to the Union's carrier of the dental and optical plan for the Ithaca Professional Fire Fighters Association, IAFF Local 737, the following amount annually:  
\$300 per employee
- b. Payment to the carrier(s) will be made in twelve (12) equal monthly payments within each contract year.

## 18. Overtime

- a. All employees covered by this Agreement shall receive time-and-one-half in cash or time at the employee's option when working outside his/her regular shift assignment except when attending school (see Section 21 - "Compensation for Schools and Training").
- b. All employees called in to work overtime shall receive at least three (3) hours pay (cash or time) at one and one-half times his/her current rate.
- c. The above overtime rates shall have no effect on the procedures or rates of pay when employees work a "mutual".
- d. No employee shall be allowed or required to work more than twenty-four (24) consecutive hours. Employee "mutuals" shall be governed by this provision as well. Unless specifically approved by the Fire Chief as a result of an emergency situation, including a recall or holdover for an emergency incident, employees working in excess of sixteen (16) hours are required to be off duty for a minimum of eight (8) consecutive hours before working again.

For the purposes of this section (18.d) only, working shall be defined as an employee who is assigned to duty at a fire station, and whose primary responsibility shall be emergency response. Working in this context is not out-of-house training, voluntary work, or other non-response related tasks.

- e. Any employee called in to do work, for which the City is being compensated by an outside third party, shall be compensated at one and one-half times the top pay rate for his/her work category (as defined in Section 11 and/or Appendix B), regardless of the nature of the work. The employee shall be paid for a minimum of three hours.
- f. When an employee is working overtime in an out of title capacity (see Section 38 - "Out of Title Work" in this Agreement), said employee shall be entitled to time-and-one-half in cash or time (at the employee's option) at the rate specified in the "Out of Title Work" clause.

## 19. Compensation for Voluntary Assignments

- a. When an employee elects to perform voluntary work, such as training instructor, vehicle maintenance, building maintenance, etc., for the Department outside of the employee's regular shift assignment, compensation shall be at the one and one-half rate in cash or compensatory time, at the employee's option.
- b. The adoption of this clause establishing a method for compensating employees for voluntary work is not intended to give the bargaining unit any claim of exclusivity for any of the voluntary assignments.
- c. When a new employee is required to take a road test for qualifying for a commercial driver's license (CDL) using a city-owned vehicle, it may be necessary to schedule the test when the employee is "off-duty". To insure protection for the employee, "off-duty" road tests shall be considered a voluntary assignment and the employee shall be compensated per this section of the collective bargaining agreement.

## 20. Leave Time Buyout

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

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

## 21. Compensation for Schools and Training

- a. Any employee who desires to further his/her education by taking certified fire service or emergency medical service courses may request permission to do so from the Fire Chief.
- b. If the Fire Chief approves the employee's request, the employee shall either be relieved from duty (if on-duty) or be credited with money or compensatory time, at the employee's choosing, on a straight time basis (if off-duty), hour for hour for either the course credit hours or instructor contact hours, whichever is less. In addition, the City shall pay the cost of schooling, and reimburse the employee for mileage and meals.
- c. Employees who attend school under this provision shall be required to share the knowledge obtained at the school with other employees of the Fire Department, if directed to do so by the Fire Chief.
- d. Paragraph "i" below describes the procedure through which an employee can earn compensation for college credits through December 31, 1994. Compensation for credits earned in this manner shall not be diminished in any way and will continue to be paid after December 31, 1994. Paragraph "ii" below describes the

procedure through which an employee can earn compensation for college credits after January 1, 1995.

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

An employee may receive benefits from paragraph "i" or paragraph "ii" only, not both. All new employees hired after 05 January 1995 will be eligible for benefits as described in section "ii" only. Benefits earned from paragraph "i" or paragraph "ii" shall be paid on an average weekly basis.

## 22. Kelly Time

- a. Request for cash payment for Kelly time shall be made on or before December 1st of the year preceding the year it is to be received.
- b. Payment for Kelly time shall be pursuant to Section 23 - "Payment Options".
- c. Payment for Kelly time shall be straight time payment. Payments made to employees in the step program will be pro-rated according to their anniversary date.
- d. All employees, at their option, may receive their Kelly time in cash or time off.
- e. Cash for Kelly time shall be paid in forty-eight (48) hour increments.
- f. Examples of Employees' Kelly Time Options:
  - 96 Hours Off
  - 96 Hours Paid
  - 48 Hours Paid, 48 Hours Off

## 23. Payment Options

- a. The following paragraph applies to longevity and Kelly pay:
  - i. Each employee shall elect one (1) of the following payment options for his/her longevity pay and/or Kelly time pay.

- (1) All benefits to be paid in a lump sum payment;
  - (a) Effective January 1, 2011, lump sum benefits paid for Kelly time and longevity shall be disbursed on or before January 15 of each year.
  - (b) Effective January 1, 2013, lump sum benefits paid for Kelly time shall be disbursed on or before January 15 of each year and lump sum benefits paid for longevity shall be disbursed on or before July 15 of each year.

or

- (2) All benefits to be paid on an average weekly basis.
  - ii. The employee must notify the Fire Chief, in writing, no later than December 1st of the preceding year, as to which option he/she has selected.
  - iii. The City retains the right to make any necessary adjustments to recover overpayments that result from an employee's selection of the lump sum option (i.e. separation from service).
- b. The following paragraph applies to leave time buyout:
  - i. Each employee who elects to sell any hours of their holiday and/or compensatory time (see Section 20 - "Leave Time Buyout" elsewhere in this agreement) shall be paid in the following manner:
    - (1) All benefits to be paid in a lump sum payment on or before March 31 of the appropriate year.
  - ii. The employee must notify the Fire Chief, in writing, no later than July 15th of the appropriate year (see Section 20 - "Leave Time Buyout" elsewhere in this Agreement).

## 24. Holidays

- a. Recruit Fire Fighters working a nominal forty hour week shall receive hours of holiday time off based upon the actual average length of their work day.
- b. All other employees, whether on duty or off, shall receive twelve (12) hours of holiday time off, unless otherwise specified, for the following holidays and shall be credited for such time off January 1st of each year.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day

Independence Day

- c. The accumulation of holiday time shall be unlimited.

## 25. Vacation Allowance

- a. Effective January 1, 2011:

After completion of one (1) year: Each employee shall be entitled to two (2) shifts vacation with pay.

After completion of five (5) years: Each employee shall be entitled to three (3) shifts vacation with pay.

After completion of ten (10) years: Each employee shall be entitled to four (4) shifts vacation with pay.

After completion of fifteen (15) years: Each employee shall be entitled to five (5) shifts vacation with pay.

- b. The vacation period will extend to all times of the year. Vacation sign-up will commence after Kelly time sign-up is completed.
- c. One (1) shift is any four (4) day work tour (i.e., two (2) consecutive days, followed by two (2) consecutive nights). Vacation may be taken in consecutive whole shifts, or may be split in whole shift multiples.
- d. An employee hired after October 31st of a given year shall not be eligible for vacation or vacation increases until the calendar year that follows his/her anniversary. For example: If an employee is hired on November 1, 2011, he/she will not be eligible for vacation in 2012. If an employee's fifth anniversary is on November 1, 2011, he/she will not be eligible for three (3) shifts vacation until 2012.
- e. Lieutenants shall be entitled to split one (1) shift of vacation into any full day or night combination amounting to two (2) days and two (2) nights, providing that the time off is arranged at least four (4) days in advance or, if requested at the last minute, the time off will not cause the City to pay another employee overtime. Use of such split time shall be done on a first come, first served basis between the officers of each shift.
- f. Lieutenants' vacation sign-up shall commence after the officers' Kelly time sign-up is complete and after the Assistant Chief assigned to the shift has completed his/her vacation sign-up. Vacation sign-up order shall be from senior to least senior ranking officer. Lieutenants may take the option of withholding one (1) shift of vacation until after the vacation sign-up is completed, and sign up said withheld shift of vacation as needed, provided however that the time be picked one (1) month prior to the dates requested. Any vacation sign-up completed after the initial sign-up time will be done on a first come, first served basis. If the lieutenant exercises the option to withhold one (1) shift of vacation, any

vacation that is unused, due to conditions beyond the control of the employee, may be carried over to the succeeding year, but not converted to cash.

- g. The following procedure describes how vacation time shall be selected for Special Duty Firefighters and Special Duty Lieutenants.
  - i. A portion of the vacation time earned by each Special Duty Firefighter or Special Duty Lieutenant shall be signed up before December 31<sup>st</sup> of the year before the vacation is taken.
    - (1) If vacation earned is 96 hours, shall signup for at least 40 hours.
    - (2) If vacation earned is 144 hours, shall signup for at least 80 hours.
    - (3) If vacation earned is 192 hours, shall signup for at least 120 hours.
    - (4) If vacation earned is 240 hours, shall signup for at least 120 hours.
    - (5) Vacation selection shall begin on December 1<sup>st</sup> of the year before the vacation is to be taken.
    - (6) Vacation selection shall go in the order of rank and then seniority.
    - (7) Vacation shall be signed up in whole week (Monday - Friday) increments.
    - (8) Each Special Duty Firefighter or Special Duty Lieutenant shall have one week to select his or her vacation time.
    - (9) If a more senior Special Duty Firefighter or Special Duty Lieutenant does not select their vacation time within one week, they will be passed over in selection order and the next less senior Special Duty Firefighter or Special Duty Lieutenant shall be allowed to select their vacation time.
    - (10) A senior Special Duty Firefighter or Special Duty Lieutenant who is passed over may elect to reenter the selection process after a less senior Special Duty Firefighter or Special Duty Lieutenant selects their vacation and signup for vacation on any available time.
    - (11) Vacation not signed up by January 31<sup>st</sup>, shall be assigned by the Fire Chief.
  - ii. Vacation time not signed up in whole week increments as described in 25.g.i. can be taken on a flexible schedule, and on a first come first serve basis, between January 1<sup>st</sup> and December 31<sup>st</sup>, provided staffing Special Duty Firefighters and Special Duty Lieutenants shall not drop below the minimum staffing level established for Special Duty Firefighters and Special Duty Lieutenants.
  - iii. Up to three hours of flexible scheduled vacation may be taken at the end of the day, without prior notice, provided staffing of the Special Duty

Firefighters and Special Duty Lieutenants will not drop below minimum staffing level established for Special Duty Firefighters and Lieutenants.

- iv. All Vacation Time for Special Duty Firefighters and Special Duty Lieutenants shall be signed up for no later than December 1<sup>st</sup> of the year the vacation is to be taken.

## 26. Sick Leave

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

## 27. Personal Leave

- a. Each employee (no more than two (2) at a time) shall be entitled to two (2) guaranteed personal days per year to conduct personal or family business. Personal days are not to be cumulative; however, unused personal days will be added to the employee's sick time accumulation. Personal leave may be taken in half-day increments.
- b. New employees shall receive two (2) personal days at the time of their appointment.

## 28. Family Illness Leave

- a. Each employee may use accumulated sick leave either for the employee's own illness or for a family illness.
- b. For the purpose of this Article, family shall be defined as the spouse of the employee, or the child, brother, sister, foster child, parent or grandparent of the employee or of the employee's spouse. The immediate family will also include the employee's domestic partner, if a statement of domestic partnership has been filed with the City, or any other relative living in the same household.
- c. An employee shall not be required to identify for whom he/she is taking the family illness leave at the time of call-in. The Fire Chief retains the right to inquire regarding identification of the family member.
- d. The City Charter provisions for sick leave use for employees shall also apply to use of family illness leave. "Charter section C-109. Sick leave for officers and employees", pages dated 9-25-93, is incorporated by reference.

## 29. Bereavement Leave

- a. When there is a death in the employee's immediate family or in the immediate family of the employee's spouse or domestic partner, if a statement of domestic partnership has been filed with the City, an employee will be allowed a leave of absence with pay up to a maximum of one (1) complete shift (two (2) days, two (2) nights) at the time of the death, funeral or service. The employee shall notify the Fire Chief or his/her designee as to the starting date and time of such leave.
- b. The immediate family is defined as the spouse of the employee, or the child, brother, sister, foster child, parent or grandparent of the employee or of the employee's spouse or domestic partner, if a statement of domestic partnership has been filed with the City. The immediate family will also include domestic partners, if a statement of domestic partnership has been filed with the City, or any other relative living in the same household.
- c. Employees shall request such leave as soon as practicable upon the occurrence of the death.
- d. The City may grant additional leave under this provision, if, in the City's discretion, such leave is warranted.

## 30. Maternity Leave

- a. Maternity leave shall be granted for employees for a period of up to one (1) year in accordance with the following requirements:
  - i. An employee who becomes pregnant shall notify the Fire Chief, in writing, as soon as she becomes aware that she is unable to perform the full duties of a Fire Fighter, Fire Lieutenant or Fire Alarm Superintendent.
  - ii. When a pregnant employee has determined that she can not perform her full duties as a Fire Fighter, Fire Lieutenant or Fire Alarm Superintendent, she shall provide the Fire Chief with medical verification of the extent of her pregnancy-related disability in the same manner as specified in Section 23 of the Fire Department Rules and Regulations for Fire Fighters who have suffered a non-work related injury.
  - iii. For an employee with a pregnancy-related disability which prevents her from performing her full duties as a Fire Fighter, Fire Lieutenant or Fire Alarm Superintendent the City will provide a light duty assignment under the same provisions as an employee who is injured on duty.
  - iv. In the event that an employee with a pregnancy-related disability is restricted from any type of duty, she shall be granted a leave without pay.
    - (1) At the employee's option and at any time during the maternity leave, the employee may opt to use any accumulated benefits (sick leave, sick leave bank benefits, vacation leave, personal leave, compensatory/holiday leave, bereavement leave or holiday leave) for the purposes of taking a leave with pay. The aggregate of all such leave shall be considered part of the one (1) year

maximum permitted for maternity leave. "Mutuals" will not be accepted for a person on maternity leave.

- v. An employee's return to full duty following a short term or full term pregnancy shall require medical verification from the employee's physician in the same manner as any other employee who is returning to full duty assignment after a disability.
  - (1) An employee who is unable to return to work after a period of one (1) year shall be subject to dismissal pursuant to Section 73 of the New York State Civil Service Law.
- vi. The City shall provide full health insurance coverage for the employee for the period of the maternity leave. There shall be no charge to the employee.
- vii. The seniority of the employee shall be calculated as if she were continuously on duty.
- viii. The City shall provide properly sized protective equipment for an employee who is permitted to remain on full duty. An employee who is unable to wear a regular duty uniform shall be permitted to wear appropriate civilian clothes. The City shall not be responsible for the replacement of any civilian clothing damaged as a result of employment duties. A pregnant employee may use part or all of her clothing allowance for the purchase of such civilian clothing to be worn while on duty.

## 31. Parental Leave

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

## 32. Extended Family Leave of Absence

- a. Each employee may receive up to thirty (30) consecutive days of unpaid leave per year to care for seriously ill/injured children or foster children, seriously ill/injured parents, grandparents, other immediate family or domestic partner, if a statement of domestic partnership has been filed with the City. An extension beyond the thirty-day period may be granted by the Fire Chief, at his/her discretion.
- b. An employee shall notify the Fire Chief, in writing, as soon as he/she is in need of such leave.

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

### 33. Retirement Plans

- a. Effective January 1, 1984, the City adopted the provisions of Section 302-9D of the New York State Retirement and Social Security Law and those provisions shall remain in effect.
- b. The City has elected to make the benefits provided in Section 384-D of the New York State Retirement and Social Security Law (optional 20 year retirement) available to the uniformed employees and those benefits shall continue in full force.
- c. The City agrees to assume and to make the payments for the contributions of all members of the Unit covered by this Agreement who are now members of the New York State Police and Fire Retirement System and hired by the City of Ithaca on or before December 31, 2011.
- d. All members hired on or after January 1, 2012 shall participate in the New York State Police and Fire Retirement System in accordance with and subject to the provision of the statutes of the State of New York now applicable or as they may hereafter be amended.

### 34. Retirement Benefits

- a. Employees whose employment began prior to January 1, 2018 choose option "i" or option "ii", provided advance notice to the Department of Human Resources of a minimum of thirty (30) days prior to retirement:
  - i. At retirement, an employee may return all of his/her accumulated sick time to the City for the purpose of obtaining extended health insurance coverage. Each day (12 hours) of leave time returned to the City will entitle the employee to one (1) month of free health insurance coverage.  
  
Under this option, the employee may also elect to return his/her accumulated compensatory/holiday time and/or vacation time to the City for the purpose of obtaining extended health insurance coverage at the rate specified above.  
  
The health insurance benefits available to the employee shall be the current benefit plan.

ii. At retirement, an employee may elect to receive cash payments for accumulated leave time up to the limits specified below, with excess time applied toward the cost of extended health insurance coverage:

- (1) Sick Leave: cash payment of up to \$9,500. All excess time (computed at the employee's current rate of pay) applied toward the cost of extended health insurance coverage.
- (2) Holiday Time: cash payment for up to one-hundred (100) hours of holiday time. All excess time (computed at the employee's current rate of pay) applied toward the cost of extended health insurance coverage.
- (3) Vacation and Compensatory Time: full cash payment.

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

c. Employees whose employment commences on or after January 1, 2018:

At retirement, an employee may elect to receive cash payments for accumulated leave time up to the limits specified below, provided that notice is provided to the Department of Human Resources at least thirty (30) days prior to retirement, with excess time applied toward the cost of extended health insurance coverage as set forth below:

- (1) Sick Leave: cash payment of up to \$11,000. All excess time (computed at the employee's current rate of pay) applied toward the cost of extended health insurance coverage.
- (2) Holiday Time: cash payment for up to two-hundred (200) hours of holiday time. All excess time (computed at the employee's current rate of pay) applied toward the cost of extended health insurance coverage.
- (3) Vacation and Compensatory Time: full cash payment.

Any accumulated leave time not cashed out, as valued at an employee's standard rate of pay as of their date of retirement, shall be used to establish a retirement fund account to pay for health insurance for the retiree and eligible dependents as elected by the retiree. The value of the retiree or dependent rate established by the Common Council as of the date of the retiree's retirement shall be deducted from the retiree's retirement fund account for each month that such health insurance is provided by the City. Said rate shall not be higher than the rate applicable to retirees whose employment with the City commenced prior to January 1, 2018 and who retired in the same year as the retiree to whom this paragraph applies. Once the account is exhausted, the City will no longer extend health insurance to retirees and dependents except by direct, full payment to the City by the retiree or dependent at the appropriate group rate as determined by the Common Council.

The health insurance benefit available to retirees or their dependents in a given year shall be the health insurance benefits available to the retiree at the time of retirement, including all plans offered by the Consortium and approved by the City.

- d. Upon the death of an employee prior to retirement, his/her spouse or dependents may elect as compensation for the employee's accumulated leave time from the benefits provided in subsection a. or c. of this Section, as applicable, that would have been available to such employee had they retired on their date of death.
- e. Upon the death of a retiree, his/her spouse or dependents may continue health insurance coverage pursuant to the option selected by the employee at retirement.
- f. The City will pursue the purchase of a Medicare Supplemental health insurance plan for retirees receiving Medicare benefits.

## 35. Retirement Bonus

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

## 36. Hours of Work

- a. Employees shall report on time for duty and no employee shall go off duty until properly relieved in quarters by the employee assigned as his/her relief, or in lieu of such relief by authorization of the Chief Officer in charge. Shift schedules shall be from 7:00 AM to 5:00 PM for the day shift and from 5:00 PM to 7:00 AM for the night shift. Early or late shift change times will be allowed between members and their relief if the time is mutually agreeable between the two employees and there is no interruption of the Fire Department procedures.
- b. Tours of duty shall consist of two (2) consecutive day shifts, followed by two (2) consecutive night shifts, followed by four (4) days off.
- c. The Union and the Fire Chief may agree to create special duty assignments. If such special duty assignments are created, the Fire Chief reserves the right to select qualified employees who volunteer for assignment to special duties from a list of qualified employees. Such list shall be based upon qualifications mutually agreed upon by the Union and the Fire Chief.

- i. The employee(s) who are assigned to special duties shall work a nominal forty hour work week. The actual scheduled hours shall be dependent upon scheduling demands, Department needs and other factors. Prior to each calendar month, forty (40) hours per week shall be scheduled for the upcoming month, and shall be mutually agreed upon between such employee(s) assigned to special duties and the Fire Chief, or the Fire Chief's designee, and shall be based upon the following conditions:
  - (1) The work schedule for employee(s) assigned to special duties shall be based upon a twenty-eight (28) day work period. Within that twenty-eight (28) day period there shall be no more than one-hundred sixty (160) hours of work time scheduled. The work hours scheduled shall not exceed fifty-three (53) in any seven (7) day period. An adjustment of scheduled work within the work period may be made if by mutual agreement. Any work performed outside of the schedule described herein shall be compensated on a time-and-one-half basis (see Section 18 - "Overtime"). Any work scheduled or required above the one-hundred sixty (160) hours per twenty-eight (28) day period or fifty-three (53) hours per seven (7) day period requires the approval of the Fire Chief.
  - (2) Employee(s) assigned to special duties shall be eligible for overtime call-in within their job classification provided that such overtime work:
    - (a) occurs outside their established work schedule; and,
    - (b) will not cause the employee to violate the twenty-four (24) hour work rule.

## 37. Work Schedule

- a. The work schedules of the Fire Department will remain as they are or until such time as New York State Statues force them to change. All such changes in work schedules must be given to the Union in advance of the date of the proposed change and the Union will have a voice in either accepting or amending such change or changes.

## 38. Out of Title Work

- a. When an employee covered by this agreement is assigned to work at a job classification higher than his/her regular job classification, his/her salary shall be equal to the minimum salary for the higher classification. The higher rate of pay shall apply for all hours actually worked in the higher classification.
- b. If an employee covered by this agreement does not desire out of title work, said employee shall not be required to work in a higher job classification than his/her regular job classification.

- c. If an employee whose name is not on the list described in subsection d. of this Section does not wish to work out of title, he/she may notify the Fire Chief in writing of said request. Requests for waiver from out of title work may be rescinded by the employee at any time during regular business hours.
- d. Prior to the start of each calendar year, the Fire Chief will establish a list of employees wishing to be considered available for out of title work on their normally assigned shifts. Once on the list, an employee may be mandated to work out of title on his/her normally assigned shift. Employees wishing to be included on said list after it has already been established may do so upon thirty (30) days' written notice. Employees wishing to remove themselves from such list must do so upon ninety (90) days' written notice.
- e. Selection of an employee to work in a higher classification shall be based upon criteria mutually agreed upon by the Fire Chief and the Union.

### 39. Call Back, Call In, Holdover

- a. Call Back is a cancellation of leave time in which the employee will be paid at his/her current rate of pay, when directed to return to work.
- b. Call In is when an employee is called into work outside of his/her assigned schedule.
  - i. Employees shall be called in using a single roster of all employees. The roster shall be sorted first, by shift and second, by name.
  - ii. Off duty employees who are on vacation or Kelly time are eligible for call in. This includes employees assigned to the shift needing the call in. Employees on leave other than Kelly or vacation are ineligible for call in.
  - iii. Employees scheduled to work the shifts immediately before and immediately after the call in shift are ineligible for call in.

For example, if an employee is working Monday night and is scheduled to work Tuesday night, he/she is not eligible for call in Tuesday day. If an employee is working Monday night but is not scheduled to work Tuesday night, he/she is eligible for call in Tuesday day.
  - iv. Lieutenants shall be called in according to the same procedure outlined above.
  - v. When an employee is called into work outside of the assigned schedule, he/she shall receive at least three (3) hours pay at the rate of one and one-half times the employee's current rate or time at the employee's option.
  - vi. Call in shall be optional. If an employee does not wish to be offered call in, he/she may request that he/she be taken off the call in list by notifying the Fire Chief in writing. Requests to be added or removed from the call in list will be processed within five (5) business days.

- c. Holdover is when an employee is kept on duty beyond his/her scheduled duty. If an employee is held over, he/she shall receive time-and-one-half for all hours or part thereof the holdover is in effect, in the form of cash or time off at the employee's option.

Any employee held over shall be compensated for a minimum of one (1) hour at the time-and-one-half rate. If said holdover is the result of a late arrival of an employee, said employee may be docked, from his/her leave time balance, the equivalent time the employee held over was compensated.

If an employee is held over for a complete shift, he/she shall receive time-and-one-half in cash or time at the employee's option for the full shift and, in addition, shall accrue sufficient compensatory time to allow the employee to take the following shift off with pay, if he/she was regularly scheduled to work said shift.

- d. If an employee is called back or called in to work and then told upon arrival by a Department officer that they are not needed to work, he/she shall receive three (3) hours "show-up" time at time-and-one-half in cash or time at the employee's option.

## 40. Emergency Recall

- a. The City may provide pagers to employees. Employees, if available, may be recalled only for emergencies via the pager.
- b. If the employee reports for duty prior to cancellation of the emergency call-in by pager, the employee shall be paid at a rate of time-and-one-half for all hours worked. An employee will be compensated for a minimum of three (3) hours at that rate; provided, however, that an employee scheduled to work the shift immediately after the emergency call-in is made shall be compensated at that rate only for those hours worked prior to the start of his or her scheduled shift, rounded to the nearest hour, with a minimum of one (1) hour paid. If the employee does not report for duty prior to cancellation by pager, the employee shall not be eligible for compensation.
- c. The employee must be fully equipped and ready to perform duties (i.e. in full turnout gear) when reporting for work.
- d. Emergency recall may be restricted to specially trained employees, rather than a general page for all available employees. Such specially trained employees shall have been previously identified as to eligible specialties, such as rope rescue, hazardous materials, or other technical skills. Qualifications for such specialties shall be mutually agreed upon between the Union and the Fire Chief.

## 41. Duty Schedule

- a. A monthly duty assignment schedule shall be posted at least sixteen (16) days in advance of all shifts. These schedules shall be posted in all stations.

- b. When a change in the scheduled duty assignment necessitates the move of one employee from one assignment to another, the shift commander shall make a reasonable effort to notify the employee affected as soon as it becomes the knowledge of such officer. This section shall not pertain to release time requested five (5) or fewer calendar days prior to the actual day of said release time.

## 42. Transfers

- a. When an employee is involuntarily transferred from one station to another for non-operational reasons, the City must have just cause to make this transfer.

## 43. Time Off Signing

- a. All employees signing for time off initially (December 1st to December 31st preceding the contract year) shall not sign for more than fifty-six (56) hours off and shall not sign for more than the total amount of time on record for that employee at any given time. It shall be the employee's responsibility to tabulate the amount of time he/she has signed for and to ensure that he/she has not signed for more time than he/she has on record. This clause shall apply to compensatory time, holiday time and training ("T") time.
- b. Employees taking Compensatory or Holiday time off shall, when requesting such time, notify the Department which time balance (Compensatory or Holiday) the employee wishes to use. If the employee fails to notify the Department of his/her option, the time off shall be deducted from the employee's Compensatory time balance first and Holiday time second.

## 44. Time Accounting Sheet

- a. The City shall continue to print time balances on paychecks weekly, pursuant to the current practice. In addition, and upon request to the office of the Fire Chief, any employee covered by this Agreement shall be provided with a complete accounting of all time credited and used.
- b. Any check or direct deposit pay stub that contains payment for anything outside of normal base pay shall be itemized and delineate what the employee is being compensated for, the date(s) of the event, the number of hours being compensated for, and the total compensation for the event. For example:

Acting Lieutenant      July 1 – July 4      48 hours      \$80.00

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

Clothing Draw      \$400.00

## 45. Time Earned

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

## 46. Sick Bank

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

## 47. Training

- a. The City shall provide training and education as mandated by the State of New York. The City shall provide training and education for various communicable diseases including the prevention and protection of employees and handling/treating those with communicable diseases.

## 48. Inoculations

- a. The City shall provide testing and inoculation for various communicable diseases as specified by New York State Department of Health guidelines for all employees wishing same. Each employee shall request and schedule inoculations with the physician of his/her choice. Payment for said inoculations shall be made by the City.
- b. Payment for such inoculations shall be at the rate established annually by the City, which is based upon an award to provide inoculations made as a result of requests for proposals for providing same from area health providers.

## 49. Parking

- a. The City shall provide free private parking for employees on duty. To further facilitate this, the City agrees to provide all Fire Fighters, Fire Lieutenants, and the Fire Alarm Superintendent with a permit or placard which will allow the user to park free of charge at any metered space, municipal parking lot, or parking garage, for use only while on duty or conducting official Fire Department business.

## 50. Mileage

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

## 51. Hearings and Jury Duty

- a. When approved by the Fire Chief, all employees covered by this agreement requested to appear in the Fire Department's behalf or in their official capacity, before any legal proceedings dealing with official Fire Department business, shall be relieved from their duty assignment and assigned to attend such hearing, if such hearing is scheduled during the employee's work schedule. If the hearing is scheduled when the employee is off duty, the employee shall receive time-and-one-half in cash for all hours actually required. The City shall provide a Department vehicle or reimburse the employee for mileage if said hearing occurs when the employee is off duty and the hearing is located outside of Tompkins County.
- b. When on-duty and required to serve, an employee shall be granted a leave of absence, with pay, at no loss of earned leave, to serve jury duty.
- c. Any compensation received from the court or any attorney including jury duty fees, subpoena fees or witness fees, except expense reimbursement not covered by the City, shall be turned over to the City.

## 52. Occupational Disability

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

## 53. Lockers

- a. All employees shall be provided with adequate locker space for protective clothing and personal belongings. In addition, the Union shall be provided with adequate locker and file space for the security of Union business.
- b. In recognition of the changing demands for space in fire stations, the City and the Union additionally agree to continue discussion on the improvement of locker space, to include, but not be limited to, improved gear storage area and expanded personal locker space.

## 54. Office Provisions

- a. In recognition of the ongoing close and cooperative relations that exist between the Union and the City, the City will continue to provide secure office space and meeting space at the same level as currently provided for the Union at the Ithaca

Central Fire Station. The City also agrees to provide computer network access to the Union at the same level and on the same terms as to other City employees.

## 55. Physical Fitness Program & Physical Exams

- a. The Union and management agree to continue discussions on the Physical Fitness Program, including such topics as:
  - i. Space in a Building
  - ii. Equipment Purchase
  - iii. Time for Participation
  - iv. Program Design
  - v. Physical Exams

## 56. Commercial Driver's License

- a. No employee covered by this agreement shall be required to obtain or maintain a New York State Commercial Driver's License.

## 57. Member Rights in Disciplinary Matters

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

## 58. Condition and Duration of Agreement

- a. This Agreement shall remain in full force and effect commencing on the first (1st) day of January, two thousand sixteen (2016) and terminating on the thirty-first (31st) day of December, two thousand twenty (2020).
- b. This Agreement must be authorized by the Ithaca Professional Fire Fighters Association and signed by its Secretary, Vice-President and President, and authorized by Common Council of the City of Ithaca and signed by the Mayor and the Clerk of the City.
- c. It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not be effective until the appropriate legislative body has given approval.

# Agreement by Negotiators

## Ithaca Professional Fire Fighters Association

President:

Date:

3/19/18

Vice President:

Date:

3/19/2018

Secretary:

Date:

### IPFFA Team:

Trevor Peyus

T.P.

Kevin Koehler

KKK

Robert Shepherd

R.R.S.

Louisa Goodsell

L.G.

Peter Snell

P.S.

Greg Stevenson

G.S.

Christopher Hamilton

C.H.

Christopher O' Connor

C.O.C.

Daniel Tier

D.T.

Brian Weinstein

B.W.

## City of Ithaca

Mayor:

Date:

4/1/2018

City Clerk:

Date:

3/26/18

### City Team:

Aaron Lavine

Kevin Levine

Schelley Michell-Nunn

Steven Thayer

C. Thomas Parsons

## Appendix A

### City of Ithaca Diversity Statement

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

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

In order to accomplish these goals we will:

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

## Appendix B

### Salaries

Upon mutual ratification of this agreement, Firefighters shall receive a \$2,500 lump sum payment not on base salary and Lieutenants shall receive a \$2,750 lump sum payment not on base salary.

The salaries below reflect a 0.0% increase effective 1/1/16, a 0.0% increase effective 1/1/17, a 1.5% increase effective 1/1/18, a 1.5% increase effective 7/1/18, a 1.5% increase effective 1/1/19, a 1.5% increase effective 7/1/19, and a 2.75% increase effective 1/1/20.

#### Effective 1/1/16

	<u>Firefighter</u>	<u>Firefighter / EMT</u>	<u>Lieutenant</u>	<u>Lieutenant / EMT</u>
% Raise	0.0%	0.0%	0.0%	0.0%
Minimum	\$39,153	\$41,090	\$77,860	\$79,827
1	\$47,172	\$49,183	\$79,184	\$81,178
2	\$52,457	\$54,468	\$80,572	\$82,562
3	\$58,548	\$60,559	\$81,976	\$83,970
4	\$65,209	\$67,225	\$83,403	\$85,398
5	\$72,704	\$74,714	\$84,874	\$86,867

#### Effective 1/1/17

	<u>Firefighter</u>	<u>Firefighter / EMT</u>	<u>Lieutenant</u>	<u>Lieutenant / EMT</u>
% Raise	0.0%	0.0%	0.0%	0.0%
Minimum	\$39,153	\$41,090	\$77,860	\$79,827
1	\$47,172	\$49,183	\$79,184	\$81,178
2	\$52,457	\$54,468	\$80,572	\$82,562
3	\$58,548	\$60,559	\$81,976	\$83,970
4	\$65,209	\$67,225	\$83,403	\$85,398
5	\$72,704	\$74,714	\$84,874	\$86,867

**Effective 1/1/18**

	<u>Firefighter</u>	<u>Firefighter / EMT</u>	<u>Lieutenant</u>	<u>Lieutenant / EMT</u>
<b>% Raise</b>	1.5%	1.5%	1.5%	1.5%
<b>Minimum</b>	\$39,740	\$41,706	\$79,028	\$81,024
1	\$47,880	\$49,921	\$80,372	\$82,396
2	\$53,244	\$55,285	\$81,781	\$83,800
3	\$59,426	\$61,467	\$83,206	\$85,230
4	\$66,187	\$68,233	\$84,654	\$86,679
5	\$73,795	\$75,835	\$86,147	\$88,170

**Effective 7/1/18**

	<u>Firefighter</u>	<u>Firefighter / EMT</u>	<u>Lieutenant</u>	<u>Lieutenant / EMT</u>
<b>% Raise</b>	1.5%	1.5%	1.5%	1.5%
<b>Minimum</b>	\$40,336	\$42,332	\$80,213	\$82,240
1	\$48,598	\$50,670	\$81,577	\$83,632
2	\$54,043	\$56,114	\$83,007	\$85,057
3	\$60,318	\$62,389	\$84,454	\$86,508
4	\$67,180	\$69,257	\$85,924	\$87,979
5	\$74,901	\$76,972	\$87,439	\$89,493

**Effective 1/1/19**

	<u>Firefighter</u>	<u>Firefighter / EMT</u>	<u>Lieutenant</u>	<u>Lieutenant / EMT</u>
<b>% Raise</b>	1.5%	1.5%	1.5%	1.5%
<b>Minimum</b>	\$40,941	\$42,967	\$81,417	\$83,473
1	\$49,327	\$51,430	\$82,801	\$84,886
2	\$54,853	\$56,956	\$84,252	\$86,333
3	\$61,222	\$63,325	\$85,721	\$87,806
4	\$68,188	\$70,296	\$87,213	\$89,299
5	\$76,025	\$78,127	\$88,751	\$90,835

**Effective 7/1/19**

	<u>Firefighter</u>	<u>Firefighter / EMT</u>	<u>Lieutenant</u>	<u>Lieutenant / EMT</u>
<b>% Raise</b>	1.5%	1.5%	1.5%	1.5%
<b>Minimum</b>	\$41,556	\$43,611	\$82,638	\$84,725
1	\$50,067	\$52,201	\$84,043	\$86,159
2	\$55,676	\$57,810	\$85,516	\$87,628
3	\$62,141	\$64,275	\$87,006	\$89,123
4	\$69,210	\$71,350	\$88,521	\$90,638
5	\$77,165	\$79,299	\$90,082	\$92,197

**Effective 1/1/20**

	<u>Firefighter</u>	<u>Firefighter / EMT</u>	<u>Lieutenant</u>	<u>Lieutenant / EMT</u>
<b>% Raise</b>	2.75%	2.75%	2.75%	2.75%
<b>Minimum</b>	\$42,698	\$44,811	\$84,910	\$87,055
1	\$51,443	\$53,637	\$86,354	\$88,529
2	\$57,207	\$59,400	\$87,868	\$90,038
3	\$63,850	\$66,043	\$89,399	\$91,574
4	\$71,114	\$73,312	\$90,955	\$93,131
5	\$79,287	\$81,479	\$92,559	\$94,733

## Appendix C

This appendix deleted.

## Appendix D

### Member Rights in Disciplinary Matters

#### 1. Member Rights

##### a. Initial Understanding

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

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

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

**c. Rights to Representation**

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

**d. Investigatory Suspensions**

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

**e. Limitations on Actions**

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

**f. Informal Resolution Procedure**

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

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

**g. Procedures for Discipline**

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

**h. Discovery**

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

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

**i. Procedures for Arbitration**

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

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

In reaching a decision after a disciplinary hearing, the arbitrator must make a specific finding, in writing, as to each separate allegation or specification in the notice of discipline. The decision must state whether

the City met its burden of proof on each separate specification of the charges and explain the supportive evidence.

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

**j. Salary and Benefits Protection During the Disciplinary Process**

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

**k. Cost to the Parties**

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

**I. Extensions of Time**

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

**2. Personnel Files**

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

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