AGREEMENT

Between

CITY OF UTICA, NEW YORK

and

LOCAL 32 INTERNATIONAL

ASSOCIATION OF FIRE FIGHTERS

A.F.L. - C.I.O. - C.L.C.

UTICA PROFESSIONAL FIRE FIGHTERS ASSOCIATION

for the period

April 1, 2018 through March 31, 2020

TABLE OF CONTENTS

PAGE

ARTICLE I
ASSOCIATION RECOGNITION AND CHECK-OFF 1

Section 1 1

Section 2 1

Section 3 1

Section 4 1

ARTICLE II
WORK SCHEDULES, HOURS AND VACANCIES 2

Section 1 Line Firefighters Division 2

Section 2 Day and Civilian Division 3

Section 3 3

ARTICLE III
LEAVES OF ABSENCE 3

Section 1 Sick Leave 3

Section 2 Bereavement Leave 6

Section 3 Emergency Leave 6

Section 4 Election Leave 7

Section 5 Personal "Man for Man" Leave Shall Continue 7

Section 6 Personal Leave Days 7

Section 7 Association Business Leave 7

Section 8 Education Leave 8

Section 9 Maternity/Paternity Leave 8

Section 10 Jury and Court Leave 9

ARTICLE IV
SALARIES AND OTHER BENEFITS 9

Section 1 Salaries 9

Section 2 Overtime 13

Section 3 Call Back from Off Duty Status 15

Section 4 Schedule Adjustment Compensatory Time 16

Section 5 Holiday Pay 17

Section 6 "Out of Title Pay" 18

Section 7 Vacations 19

Section 8 Pensions 21

Section 8A Sick Leave Accruals upon Retirement 21

Section 9 Widow's Benefits 23

Section 10 Dependent Parents 23

Section 11 Gasoline and Mileage 23

Section 12 City Buses 23

Section 13 Replacement of Personal Property 23

Section 14 Clothing Allowance 24

Section 15 Clothing Maintenance 25

ARTICLE IV
MEDICAL, DENTAL AND LIFE INSURANCE 26

ARTICLE V
LABOR MANAGEMENT 28

Section 1 Labor Management and Safety Committee 28

Section 2 Meetings 29

Section 3 Changes & Alterations in the "Book of Rules" 29

Section 4 Additional Agreements 29

Section 5 Grievances 29

ARTICLE VI
GENERAL PROVISIONS 31

Section 1 Identification Cards 31

Section 2 Emergency and/or "Fill-In" Details 31

Section 3 Defense of Actions 32

Section 4 Riots and Conflagrations 32

Section 5 Non-Interferences with Picket Lines 32

Section 6 Relief from Duty 32

Section 7 Off-Duty Personnel Call-Back 32

Section 8 Mechanics 32

Section 9 Correspondence 33

Section 10 Payment of Special Funds 33

Section 11 Housework 33

Section 12 Vacancies on Apparatus 33

Section 13 Safety Standards for Fire Vehicles 35

Section 14 Officers Assignments 35

Section 15 Veteran's Time 35

Section 16 Verbal Orders 35

Section 17 35

Section 18 36

ARTICLE VII
ASSOCIATION ACTIVITIES 36

Section 1 Office Space 36

Section 2 36

Section 3 Announcements 36

ARTICLE VIII
MISCELLANEOUS PROVISIONS 37

Section 1 Saving Clause 37

Section 2 City Affairs 37

Section 3 Fraternization Policy 37

Section 4 Internet Service 37

ARTICLE IX
DURATION OF AGREEMENT 38

ARTICLE X
DRUG AND ALCOHOL POLICY AND TESTING PLAN 39

ARTICLE XI
PHYSICAL FITNESS PROGRAM 39

APPENDIX A – PAY SCHEDULE

APPENDIX B – DRUG AND ALCOHOL POLICY AND TESTING PLAN

APPENDIX C – PHYSICAL FITNESS PROGRAM

APPENDIX D – GENERAL MUNICIPAL LAW §207-a PROCEDURE

APPENDIX E – DR. LETTER TEMPLATE

This Agreement, entered into this ____ day of _____, 2021 by the City of Utica, New York (hereinafter referred to as the CITY) and Local 32, International Association of Fire Fighters, A.F.O.-C.I.O.-C.L.C., Utica Professional Fire Fighters Association (hereinafter referred to as the ASSOCIATION).

ARTICLE I

ASSOCIATION RECOGNITION AND CHECK-OFF

Section 1. The CITY recognizes the ASSOCIATION as the sole bargaining agent for all City Employees assigned to the Bureau of Fire Department of Public Safety, except for the Fire Chief and Assistant Fire Chief.

Section 2. The CITY agrees that no member of the ASSOCIATION shall be discriminated against, coerced or influenced in any way or manner because of his membership in the ASSOCIATION or by reason of his being an officer of the ASSOCIATION.

Section 3. The ASSOCIATION hereby agrees to and affirms the provisions of Section 207, paragraph 3, of the Public Employees Fair Employment Act (so called Taylor Act) to the effect that it does not assert the right to strike against the City, directly or indirectly, nor to assist or participate in any such strike or to impose an obligation to conduct, assist, or participate in any such strike directly or indirectly.

Section 4. The CITY, upon receipt of a duly executed dues deduction authorization, agrees to deduct from the second payroll of each month, following the signing of this Agreement, all ASSOCIATION assessments from all Bureau of Fire Personnel who have executed a dues deduction authorization and forward said monies to the Treasurer of the ASSOCIATION together with a list of payees.

ARTICLE II

WORK SCHEDULES, HOURS AND VACANCIES

Section 1. Line Firefighters Division

All members of the Bureau of Fire whose daily duty is the actual extinguishing of a fire and the accomplishment of rescue shall be members of this division.

A. If the complement of Fire Fighters falls below that established by law, then the employer must fill vacancies from an established Civil Service list. All firefighter vacancies must be filled when the total number of vacancies is five (5). Vacancies will be filled with fewer than five (5) vacant positions if the Department conducts an in-house training program with outside departments providing trainees in the trailing program. It is the intent of this section to fill vacancies only when it is practicable for the Department to conduct an in-house training program.

B. All line Fire Fighters work a twenty-four-hour schedule.

C. All Officer vacancies shall be filled within thirty (30) days of the date of occurrence provided a valid promotional list is in effect. If Officer vacancies are not filled within thirty (30) days (and there is a valid eligible list in effect), the member ultimately receiving the promotion will have his promotion effective from the thirty (30) day mark and shall receive any back pay and benefits retroactive to that date.

D. The City shall regularly schedule Fire Fighter entrance exams, but shall never go longer than four (4) years without a Fire Fighter entrance exam and shall maintain an active certified list for appointment to the position of Fire Fighter. The City shall schedule promotional exams at least every four (4) years.

Section 2. Day and Civilian Division

Day and Civilian employees of the Bureau of Fire shall work an 8:00 a.m. to 4:30 p.m. daily schedule with an hour allowed for lunch, Monday through Friday, with days off when City Hall is officially closed.

Section 3.

Personnel (Civilian or Line) assigned to the Mechanic Shop shall work a 7:00 a.m. to 3:30 p.m. daily schedule with one (1) hour allowed for lunch, Monday through Friday. Holidays will be observed when City Hall is officially closed.

ARTICLE III

LEAVES OF ABSENCE

Section 1. Sick Leave

A. Any member of the Bureau of Fire who, while off duty, suffers an illness or sustains a disabling injury, shall notify the Deputy Chief and his company officers and the man in charge of his company, at least one (1) hour before the required time to report for duty of the nature of the illness or injury and the name of the attending physician, if any. If such notice is not given, the members shall be considered tardy in reporting to work. If the illness or injury is an emergency, the one (1) hour notice to the company officer or the man in charge of the company is waived and notice shall be given as soon as practical. The member shall make the notification personally, or if unable to do so, cause it to be made by a responsible person.

If any member of the Bureau of Fire is absent for more than three (3) consecutive days due to illness or injury, a doctor's statement from the attending physician on the form attached to this agreement as Appendix E will be required.

B. Whenever a member of this ASSOCIATION or his attending physician reports that a member is sick or disabled, the Fire Surgeon may be notified by the Bureau of Fire and he may examine the sick or disabled member as soon after notification as possible, either at the member's home or at the surgeon's office, at the City's expense, notwithstanding the fact that said member may have already been examined or already be under the care of his own physician. If examination is not feasible, the Fire Surgeon may immediately contact the member to determine the nature of the illness or injury.

C. Following examination or contact with said member, the Fire Surgeon shall certify to the Fire Chief or his designee his judgment and medical opinion of the member's fitness for duty and outline any limitations of said duty, if any, which should be imposed upon the member's activities while sick or disabled. No member shall be ordered to return to duty in any capacity while on sick leave.

D. A member may call off of sick leave at any time but must notify the Deputy Chief and commanding officers at least one hour prior to regular tour of duty.

E. If the member is certified by the Fire Surgeon as unfit for normal duty, he shall not engage in any other employment outside the Bureau of Fire during the period of unfitness.

F. If the member desires to undertake activities not permitted by the Fire Surgeon's certificate, he must first obtain the express consent of the Fire Surgeon.

G. If the member's non-service connected illness or injury is of such a nature that he is unfit to perform his normal duty, he shall not engage in any other employment outside the Bureau of Fire during the period of unfitness.

H. The preceding paragraphs shall also apply when a member becomes sick or injured while on duty, as set forth in Section 207-a of the General Municipal Law of the State of New York.

I. Sick leave for line Fire Fighters, civilian employees and dispatchers, within the ASSOCIATION, shall accumulate on the basis of one and one-quarter (1-1/4) days per month to a maximum accumulation of three hundred (300) days. Said time shall be expended by the days actually off duty because of illness or injury. Sick days shall be considered for this purpose, as 24-hour days for day workers. All employees in the bargaining unit that are hired on or after February 24, 2000, shall earn sick leave at the rate of one and one-quarter (1-1/4) eight (8) hour days per month or a total of ten (10) hours per month. Effective April 1, 2008, all employees in the bargaining unit that were hired on or after February 24, 2000 shall earn sick leave at the rate of one and one-half (1 1/2) eight hour days per month or a total of twelve (12) hours per month.

J. Service connected injuries or illness and time actually spent in hospitals shall not be charged against accumulated sick leave; regularly scheduled compensatory days shall not be charged against accumulated sick leave. Members shall be paid back for any vacation days lost during a member's illness as soon as possible after such member returns to duty. If illness occurs during a member's vacation period, the City shall not be responsible for any payment of such vacation days.

K. All members entering the Department shall be credited upon appointment with fifteen (15) days sick leave for use during the first year of their employment. The fifteen (15) days credited are an advance of first year accruals.

L. Any member of the Bureau of Fire shall be granted time off with pay when a personal emergency arises, while on duty to consult with a doctor and/or dentist. Such member shall return to duty immediately upon release of such emergency.

M. All references to the Fire Surgeon include the right of the City or the Fire Surgeon to designate other or additional physicians or medical designee to examine the sick or disabled fire fighter, at the City's expense.

Section 2. Bereavement Leave

A. Bereavement leave shall be granted in the case of death of a spouse, child, mother, father, sister, sister's spouse, brother, brother's spouse, mother-in-law, father-in-law, grandparent, grandchild, spouse's brother or spouse's sister, providing that the member is living with their spouse at the time of death of any such member of their spouse's relatives. Leave shall also be granted in the event of death of a foster or step relative, who is in the same relationship with the member as the direct relative listed above.

B. Bereavement leave shall normally be for three (3) eight (8) hour tours of duty, or one (1) twenty-four (24) hour tour of duty, but may be extended by application to and written approval from either the Commissioner of Public Safety or the Fire Chief. Where circumstances dictate additional time may be granted by the Commissioner or the Chief.

C. Any member of the Bureau of Fire shall be granted up to eight (8) hours of bereavement leave for the day of the funeral of a blood relative not covered by the provisions of the preceding paragraphs. The actual leave time granted shall be determined in each individual case by the Fire Chief, or the Fire Chief's designee.

Section 3. Emergency Leave

A. Emergency leave shall be granted during a member's tour of duty in the event of an unexpected serious illness of his wife, child, father, mother, brother, sister, mother-in-law, or father-in-law. The member shall make every effort to return to duty as soon as possible.

B. The Chief or his duly appointed designee may release a member from duty to attend to other emergency situations not specified in paragraph A above. The member may be required to pay back this time. The member shall make every effort to return to duty as soon as possible.

Section 4. Election Leave

Every member on duty on any election day where the polls do not open at 6:00 a.m., shall be granted reasonable leave time in order to vote.

Section 5. Personal "Man for Man" Leave Shall Continue

(1) Such leaves shall be submitted to the Deputy Chief at least twenty-four (24) hours in advance, except in the case of an emergency.

(2) Line Deputy Chiefs shall be in control of their own leave.

(3) Relief of duty members will be permitted at 7:00 a.m., when relieved with the permission of the Commanding officer.

Section 6. Personal Leave Days

All members of the day and civilian division shall receive two (2) non-cumulative personal leave days annually.

Section 7. Association Business Leave

A. Leaves of absences with pay shall be granted to the top four (4) officers of the ASSOCIATION when on ASSOCIATION business as follows:

(1) Official ASSOCIATION business meetings and any special meetings -- two (2) men up to three (3) hours -- not to exceed twelve (12) meetings per year.

(2) Labor management committee meetings and meetings with the Chief and/or Commissioner of Public Safety and/or the Mayor of the CITY as necessary.

(3) The annual New York State Professional Fire Fighters Association Convention, one New York State Professional Fire Fighters Association Legislative Seminar per year, and the biannual International Association of Fire Fighters Convention (delegate strength).

(4) Leaves of absence with pay shall be granted to the President and one (1) designee of the Association to attend New York State Professional Firefighter's Association -- District 2 meetings (not to exceed four (4) meetings per year).

(5) The President of the ASSOCIATION shall be granted time off with pay to attend Central New York Labor Council and the New York State AFL-CIO meetings, regular or special, and their Conferences, Seminars and Conventions, whenever manpower is available to relieve him.

B. The CITY agrees that the top four (4) Officers of the Association will not be assigned to the same platoon (up to three may be assigned to the same platoon).

C. The President of the ASSOCIATION and/or his appointees shall be entitled to release time with pay to attend any legitimate business not mentioned above upon the necessary approval of the Fire Chief or Chief Officer and such approval will not be unreasonably withheld.

D. The CITY agrees to provide leave time from duty with pay to any one (1) member of the ASSOCIATION who is elected to any office in the New York State Professional Fire Fighters Association or the International Association of Fire Fighters, to carry out the duties of his office.

Section 8. Education Leave

Upon adequate notice and without loss of pay, departmental leaves shall be granted to any member of the Bureau of Fire covered by this Agreement for the furtherance of his education, knowledge and availability to perform his firefighting duties at the discretion of the Commissioner of Public Safety.

Section 9. Maternity/Paternity Leave

Any member of the Department shall be entitled to maternity/paternity leave for a period not to exceed three (3) months.

This leave shall be additional to any leave taken by the employee and said leave will be granted after a request is made in writing. This leave shall be without pay but all other benefits granted under this Contract shall remain in full force and effect during this period.

Section 10. Jury and Court Leave

A. Any member required to appear for jury duty shall be granted leave with pay on their regularly scheduled work day(s) for the time required to fulfill the obligations as a juror.

B. Any member required to appear in court for any reason related to the performance of duties shall be granted leave with pay for the required court time if they are on duty during the appearance.

ARTICLE IV

SALARIES AND OTHER BENEFITS

Section 1. Salaries.

A. 1) The base salaries for the duration of this Agreement shall be as set forth in Appendix "A".

2) Effective April 1, 2016 the stipends referred to in paragraph B (4), (5) and (8) will be included in the base salary at each step

3) If an employee who possesses his or her Paramedic and/or EMT 2 Certification opts to discontinue or no longer maintain it, the City will deduct from his or her salary the value of the stipend at the time of their discontinuance, plus any increments that may have been added to it from the date the stipend was made part of their base salary.

B. EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC STIPEND

Paragraphs 1, 2 and 3 of this section apply only to Firefighters hired on or after April 1, 2002.

1. Firefighters will be required to obtain paramedic certification within three (3) years of their date of hire provided that the City is able to enroll (actual attendance at a program) then in a certified paramedic program within one (1) year of their date of hire. If the City is unable to enroll them in such a program within one (1) year of their date of hire, then the three (3) years will be extended to four (4) years. If the City is unable to enroll the newly hired firefighter in a program within two (2) years of their initial appointment, then the four (4) years will be extended to five (5) years. Firefighters will not move past Firefighter Step 1 salary level if they are enrolled in a paramedic program prior to their first anniversary date. Step movement in that case will occur only after paramedic certification is achieved and movement will be to the appropriate salary step based upon their total service with no retroactivity. If the City is unable to secure a paramedic program for a firefighter within one (1) year of the date of his appointment, he shall move to Step 2 and will remain at that step until paramedic certification is achieved, at which point he shall move to the appropriate salary step based upon his total service without retroactivity. Step movement will occur each year so long as the City is unable to enroll a newly hired firefighter in a paramedic program. The firefighter will remain at whatever step they are in at the time of enrollment and will not move to the next step until having successfully completed paramedic certification.

2. A firefighter who fails to obtain paramedic certification as a result of going through a certified paramedic program and allowing for a retest in the event that the initial certification test is failed shall be terminated by the Department without recourse to the disciplinary procedure. The termination may occur when it is impossible as a matter of practicality and timing for the individual to complete this requirement.

3. After achieving paramedic certification a firefighter must maintain such certification for a minimum of ten (10) years. Failure to maintain said certification will result in

loss of rank (if any) and reduction in salary to the firefighter step level the firefighter was in at time of paramedic certification and may result in additional disciplinary action. The firefighter will remain at the revised salary step until recertification is obtained, at which time they will move to the salary step they were in at the time they lost certification and if rank was lost as a result of losing certification, it will be restored and the individual will return to the salary step they were at the time they lost rank.

4. Any certified Emergency Medical Technician I or II employed as of December 31, 2001, shall receive an additional three hundred dollars ($300.00) per year, which shall be included in gross salary and be prorated from the time of certification.

5. Any certified Emergency Medical Technician III employed as of December 31, 2001, shall receive an additional six hundred dollars ($600.00) per year, which shall be included in gross salary and be prorated from the time he receives his certification.

6. The City agrees to pay the cost of any mandated schooling, training, instruction or course incurred in obtaining or renewing the certification for Emergency Medical Technician I, II, III or IV. Members who attend such certification instruction while on duty shall be released from work. Members who attend certification classes while not on duty will do so on their own time.

7. Effective January 1, 2002, it is contemplated that Rescue 1 will no longer be the sole ALS responder and the thirty dollars ($30.00) per day stipend for riding Rescue 1 shall cease so long as Rescue 1 or similar designated vehicle/apparatus is not the primary ALSO responder on a regular basis. If Rescue 1 or similar designated vehicle/apparatus is the primary ALS responder on a regular basis, the thirty dollars ($30.00) per day stipend for riding Rescue 1 or similar designated vehicle/apparatus will be effective. If the City has two (2) or more designated vehicle/apparatus designated as primary ALSO responders then the rate will not be utilized.

8. All members of the bargaining unit employed on or before March 31, 2002, who as of the execution date of this agreement are certified as an Emergency Medical Technician 4 (Paramedic) will receive an additional two thousand five hundred dollars ($2,500.00) for each year that they maintain the certification. This stipend is available only to members of the bargaining unit who perform line firefighting functions. The stipend will be prorated and included in gross salary and be prorated from the time a member receives his certification. Effective January 1, 2006, members of the bargaining unit employed on or after April 1, 2002, who are certified as an Emergency Medical Technician 4 (Paramedic) and members of the bargaining unit employed on or before March 31, 2002 who thereafter become certified as Emergency Medical Technician 4 (Paramedic) shall receive a stipend of one thousand dollars ($1,000,00), which will be prorated and shall be included in gross salary.

9. Any firefighter receiving a paramedic stipend who is on 207-a leave or sick leave for more than sixty (60) calendar days will have the paramedic stipend suspended for the duration of their absence beyond sixty (60) days, except that the stipend will be reinstated upon their return to work.

C. CODE ENFORCEMENT

(1) If by March 31, 2007 the City has implemented a code enforcement fee program for at least twelve (12) months, members shall receive a code enforcement stipend of five hundred dollars ($500.00) annually, effective on April 1, 2007 to be paid as follows: two hundred fifty dollars ($250.00) in the first pay period in July and two hundred fifty dollars ($250.00) in the first pay period in December in a separate check. The stipend shall be added to an employee's regular rate of pay for the purpose of calculating overtime.

(2) If the City enacts a Commercial Code Enforcement fee program ("City Code 1203") the code enforcement stipend described in Article IV, Section 1, paragraph c(1) shall be increased as

follows: two hundred fifty dollars ($250.00) for a total of seven hundred fifty dollars ($750.00) effective twelve (12) months after the first commercial inspection.

D. AMBULANCE SERVICE

(1) The parties agree that effective upon ratification of this agreement, if the CITY implements an ambulance program, the daily minimum complement will be twenty-three (23) bargaining unit members each day that the ambulance company(ies) is/are in service. The parties will agree on a call back procedure to provide any additional staffing for the ambulance company. That agreed upon call back procedure will be administered by the ASSOCIATION.

(2) Effective April 1, 2008, each member that is assigned to an ambulance on their regular non-call back duty day will receive a stipend of fifty dollars ($50.00) for each day (24 hours) so assigned.

E. TRAINING CAPTAIN

The members of the Bargaining Unit assigned to the position of Training Captain will be assigned to a full schedule in the Day and Civilian Schedule. A Training Captain will receive a salary set of ten percent (10%) above the applicable Fire Captain position, i.e. if the Training Captain is a step 4 Captain with an EMT IV Certification, the base salary will be ten percent (10%) above the Step 4 Captain EMT IV rate.

Section 2. Overtime

A. All overtime shall be paid on a monthly basis on the 2nd pay day of the month in following the month in which it is earned.

B. All time worked by any member of the Bureau of Fire, covered by this Agreement in excess of their normal work week schedules shall be compensated as follows:

(1) Line Fire Fighters. All time worked in excess of a member's regular tour of duty shall be paid at a forty (40) hour per week factor.

(2) Day and Civilian Workers. All time worked in excess of their regularly scheduled work week, thirty-seven and one-half (37 ½) hours per week, shall be paid as overtime at thirty-seven and one-half (37 ½) hour per week rate factor.

C. All multiple alarm fire and emergency call-back shall be paid as follows:

(1) The Department may institute a "call back system" for all sworn personnel in order to effectuate a call back for multiple alarm fires. Members of the Department are not required to carry a pager or other communication device while off duty and may opt in or opt out of the call back system at any time. The City is authorized to develop policies and procedures with regard to the method of call back that will be utilized. Individuals assigned a communication device for call back will not be considered to be on standby for any purpose. If a member is called back under these circumstances, he shall receive the equivalent of four hours of straight time pay for the call back. In addition, he shall receive time and one-half for any time actually worked to the nearest quarter hour.

(2) Firefighters called back by telephone will be credited with four (4) hours overtime for all time worked up to two (2) hours and forty (40) minutes. All time worked after two (2) hours and forty (40) minutes shall be credited at time and one-half rate to the nearest quarter hour.

(3) Day and Civilian Workers -- Two (2) Hours. Any time worked up to one (1) hour and twenty (20) minutes shall be credited as two (2) hours overtime. All time after one (1) hour and twenty (20) minutes shall be credited at a time and one-half rate and the final determination as to how much time is involved shall be brought down to the nearest quarter hour.

(4) Mechanics, Signalmen and Fire Prevention Inspectors on "stand-by" time. When required to be on "stand-by" time, a man shall receive an automatic four (4) hour time credit for each "stand-by" detail, only if called to duty, but in no event shall any individual receive more

than four (4) hours "stand-by" time in any twenty-four (24) hour period, and in addition, all such members of the Bureau of Fire covered by this Agreement shall receive actual call-back overtime credit in addition to "stand-by" time.

D. All other call-backs shall be paid at the regular rates.

E. If a man is held over thirty (30) minutes or less, he will be paid one (1) hour at his regular pay rate. After thirty (30) minutes, his time shall be computed at time and one-half their normal rate of pay.

F. It is agreed that employees returning from sick leave must notify the Deputy Chief and his commanding officer at least one (1) hour prior to his return. Failure to notify will result in four (4) hours loss of pay for the day returned.

Likewise, if a man called in for replacement duty is not notified at least forty-five (45) minutes prior to his scheduled reporting time of a cancellation of his call-back, he will be entitled to four (4) hours pay.

Section 3. Call Back from Off-Duty Status

A. For purpose of this section, a call back is defined as an instance where because of scheduled staffing needs, a firefighter or officer is offered the opportunity to work in order to fill a vacancy or cover for an absent employee.

B. Call back opportunities will be offered on the basis of stick seniority within rank to those individuals assigned to the three platoons which are off duty at the time that the call back is needed. Call back will be paid at straight time and will be given to the most senior person accepting the call back up to a maximum total working hours of two hundred and twelve (212) in a twenty-eight (28) day work cycle. Once a member has worked forty-four (44) additional hours over and above those which he is scheduled to work in the twenty-eight (28) day cycle, he will no longer be offered call back opportunity within that cycle. A member who has worked less than forty-four

(44) hours of call back in a twenty-eight-day cycle will continue to be offered call back unless the firefighter would exceed fifty-seven (57) hours of call back once the available shift is completed.

The Union is prepared to commence an immediate Labor Management Meeting to discuss changes in the hour limitations and procedures on call-back.

C. Call back for specialty positions, such as Paramedics and Hazmat team members will be done utilizing only members who are qualified to perform the duties of that specialty.

D. When Deputy Chief's positions are filled with call back to fill vacancies caused by sick leave, vacation, compensatory time, injury or other reasons, absent emergency, the position will be filled with another Deputy Chief who either accepts the call back or a Fire Captain is no Deputy Chief is eligible. A Deputy Chief's eligibility for call back shall be governed by the provisions of Article 6, Section 18 (B) above.

Section 4. Schedule Adjustment Compensatory Time

A. The current schedule for Line Firefighters generates eight (8) hours of leave every twenty-eight (28) day cycle in order to reconcile the schedule with New York State Unconsolidated Law Section 1015. Employees on leave pursuant to General Municipal Law § 207-a will continue the accrue schedule adjustment compensatory time the first nine (9) months of their GML § 207-a leave. A member who is working light duty pursuant to GML § 207-a will continue to accrue schedule adjustment compensatory leave. Effective the date this agreement is ratified each member who works a twenty-four (24) hour schedule shall have the following options for the treatment of the eight (8) hours of leave earned pursuant to this provision.

1) At the member's option he/she may work the time and be paid an additional eight (8) hours of straight time, or

2) At the member's option he/she may work the time and accumulate compensatory time on an hour for hour basis.

B. The election to accumulate compensatory time will be made in writing on forms prescribed by the Department. In the absence of any such election, the overtime work will be paid for at the regular rate. Requests for compensatory time off shall be granted in the order that they are received except that no more than two (2) members may take compensatory time at the same time. In the event that more than one request is received on the same day, seniority shall govern. Requests for compensatory time off shall be made at least forty-eight (48) hours in advance but no more than thirty (30) days in advance. For firefighters assigned to line firefighter duties Compensatory time may be taken in ten (10) hour, fourteen (14) hour or twenty-four (24) hour increments only. Firefighters assigned to the Day and Civilian Division will charge accrued scheduled adjustment compensatory time with blocks of eight (8) hours only. All accumulated compensatory time shall be paid upon an employee's leaving employment at his/her salary rate at the time of termination or retirement. The maximum accumulation under this section shall be three hundred (300) hours.

C. Employees may convert all or a portion of their accumulated compensatory time into a salary payment at their then current rate of pay. One (1) payroll period advance notice is required for payment. Employee may make such a request no more than four (4) times per fiscal year.

D. Compensatory time may not be used on the following holidays: New Years' Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day and/or Christmas.

Section 5. Holiday - Pay

A. All members of the Bargaining Unit shall be paid in moneys for one hundred twenty-five (125) hours. Said moneys will be paid on the first payday in November at the November rate.

B. All members included above shall receive upon their retirement holiday pay earned at thirty-one and a quarter (31.25) hours per calendar quarter.

C. In addition, all uniform members of the Bargaining Unit who are detailed by the Fire Chief to duties other than line firefighting, which are necessary for the proper functioning of the Bureau of Fire, shall also receive comparable holiday pay.

D. All members of the Utica Bureau of Fire who are presently receiving benefits pursuant to Section 207-a of the General Municipal Law, or who will be recipients thereof, shall be entitled to the same holiday pay as set forth above.

Section 6. "Out of Title Pay"

A. Vacancies in Officer positions will be filled with another Officer unless the following circumstances apply:

i) When a vacancy exists due to an unscheduled absence and Officers have been properly canvassed and are unavailable to accept "Call-Back" for the specific slot; or

ii) When a Platoon, due to the daily staffing levels, already meets or exceeds the required daily "Minimum Manning" as agreed upon; or

iii) When due to an unscheduled absence there is a need to have an officer in place and because of response time to a canvass the ability of the Company to respond to an emergency will be compromised.

In that event, the position will be filled and paid consistent with paragraphs B and C.

B. When any employee of the Bureau of Fire covered by this Agreement is assigned from 8:00 a.m. to 6:00 p.m. and/or 6:00 p.m. to 8:00 a.m. to "out of title" work at a higher rank (i.e. Private to Lieut.; Capt. to Deputy Chief), he shall be compensated on a per diem basis at the salary rate of the higher rank and shall be paid in full on the 21st day of the month following the month it was earned.

C. "Out of Title" work shall be offered to any member of the Utica Professional Fire Fighters Association who is on a promotional list and/or with nineteen (19) years or more of service

in order of seniority. "Out of Title" will be offered first to qualified personnel in the station where the vacancy exists. If no one at the station is qualified or if qualified accepts, the Out of Title will then be offered to on-duty members at other stations.

Section 7. Vacations

A. (1) Effective January 1, 2002, members of the bargaining unit who are hired on or after that day shall be governed by the following vacation schedule.

YEARS IN BUREAU	DAY WORKER	LINE FIRE FIGHTER
First Calendar Year	0 working days	0 working days
1 Year	3 working days	1 working day
2 Years	6 working days	2 working days
3 Years	9 working days	3 working days
4 Years	12 working days	4 working days
5 Years	15 working days	5 working days
6-10 Years	21 working days	7 working days
11-15 Years	24 working days	8 working days
16 – Retirement	27 working days	9 working days

(2) Effective January 1, 2009 the following provisions take effect

YEARS IN BUREAU	DAY WORKER	LINE FF JAN-JUNE	LINE FF JULY-DEC
FIRST CALENDAR YEAR	3 WORKING DAYS	1 WORKING DAYS	0 WORKING DAYS
2 YEAR	3	2	1
3 YEAR	6	3	2
4 YEAR	9	4	3
5 YEAR	12	5	5
6 YEAR	15	7 (INC L 1)	6 (INC L 1)
7-10 YEAR	21	7	7
11-15 YEAR	24	8 (INC L 2)	8 (INC L 2)
16 – RET YEAR	27	9 (INC L 3)	9 (INC L 3)

(3) Members hired on or before January 1, 2002 shall be governed by the vacation schedule below:

YEARS IN BUREAU	DAY WORKER	LINE FIRE FIGHTER
	New members entering the bureau shall be credited with 1.75 vacation days per month or major portion thereof, from the date of appointment for the first year of service and such vacation shall be given during that initial year. After the first calendar year, the regular vacation schedule shall apply.	
2-5	18 working days	6 working days
6-10	21 working days	7 working days
11-15	24 working days	8 working days
16 – Retirement	27 working days	9 working days

(4) All line Fire Fighters covered by this Agreement shall receive at least one (1) cycle of vacation between June 15th and September 15th each calendar year.

(5) Vacation time is earned during the previous calendar year worked. Seniority shall prevail on the choice of one (1) vacation cycle.

(6) Any member of the Bureau of Fire covered by this Agreement who in any year enters a new longevity step in the period between January 1 and June 30 shall receive his vacation as if he had been in his new step on January 1. Any longevity step changes between July 1 and December 31 in any year shall be effective for vacation purposes during the next vacation period.

B. All members of the Bureau of Fire shall receive fifteen (15) days terminal leave with pay fifteen (15) days prior to his retirement date, providing he has seventy-five (75) to one hundred and fifty (150) sick days leave credited to his account. If he has a full one hundred and fifty (150) days sick leave credited to his account, he shall receive one (1) month terminal leave with pay one (1) month prior to his retirement date. If the vacation schedule of any member of the Bureau of Fire covered by this contract falls within the month immediately prior to his retirement, thereby making the employee eligible for both vacation (Art. IV, Sec. 6A) and terminal leave (Art.

IV Sec. 6B) benefits, it is hereby agreed by and between the ASSOCIATION and the CITY that the employee will receive either terminal leave pay or vacation pay, whichever is greater, but in no event shall said employees receive both benefits at the same time.

C. Vacation time for day workers runs from January 1 to December 31 except when the Commissioner of Public Safety may extend the time over if needed.

Section 8. Pensions

(a) The CITY shall continue to provide all members of the Bureau of Fire covered by this Agreement with all of the existing pension plans on a non-contributory basis.

(b) On or before October 1, 2008, the City will enact the necessary resolutions to provide for an improved retirement plan known as "384-e". Members of the bargaining unit will be allowed to enroll in such plan in accordance with the Rules and Procedures of the Policemen's and Firemen's Retirement System.

Section 8A. Sick Leave Accruals Upon Retirement

A. Effective April 1, 2014, the CITY agrees to pay any current member hired on or before February 24, 2000 upon his or her retirement for each day of unused sick leave credited to their account at the time of retirement at a rate of twenty-five dollars ($25.00) for the first one hundred and fifty (150) days, and a sum of seventy-five dollars ($75.00) per day for each unused sick leave day credited to their account from one hundred and fifty-one (151) days up to and including three hundred (300) days.

For any employee hired after February 24, 2000, the City agrees to pay any member upon his or her retirement for each day of unused sick leave credited to their account at the time of retirement at a rate of fifty dollars ($50.00) per day, for a maximum of one hundred and twenty (120) days.

For the purpose of this provision, a sick leave day shall be deemed equivalent to one (1) twenty-four (24) hour work day/shift.

Any member of the bargaining unit who is eligible to retire but chooses to resign in order to transfer their service credit to another retirement system shall be entitled to this benefit.

B. Upon retirement each employee shall have the additional option to apply all or a portion of the dollar value of his/her accumulated sick leave to an account for the purpose of paying his/her employee portion of the premium cost of the City health insurance plan following retirement consistent with the then current health insurance articles of the contract with the balance of the dollar value, if any, not designated for use in the retiree health insurance account paid to the employee in cash.

C. In the event that a retiree who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the retiree's covered dependents (spouse and/or eligible children), if any, shall, so long as eligible under the then current insurance plan, continue to be covered by the City health insurance plan until the exhaustion of such account.

D. In the event an employee dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death may be paid in a lump sum to the spouse or estate of the deceased or the sum to which entitled may be credited to an account for the payment of the full premium cost of the City health insurance plan for the deceased's surviving dependents as provided or the amount may be split between cash and the account. This option must be exercised within ninety (90) days of the appointment of a representative of the estate. This provision does not give the surviving spouse the right to continued coverage free of charge.

E. In the event a retiree reaches Medicare eligibility, any remaining balance left from his or her accumulated sick leave account will be paid to the retiree.

F. All payments and sick leave accruals shall be based on salary schedules in existence at the time of death or retirement.

Section 9. Widow's Benefits

The estate of the named beneficiary of any deceased member of the Bureau of Fire shall be paid for all unused vacation time, unused sick leave time, pursuant to Article VI, Section 12, accumulated overtime or unpaid holiday time.

Section 10. Dependent Parents

The CITY and the ASSOCIATION mutually agree that they will jointly seek amendment of Ordinance No. 360 of 1967 to include the provisions of Section 208-C of the General Municipal Law.

Section 11. Gasoline and Mileage

The CITY shall issue fifteen (15) gallons of gasoline per week to members of the Bureau of Fire who use their private vehicles when required for Bureau of Fire business.

Section 12. City Buses

If for any reason the Transit Authority refuses to allow members of the Bureau of Fire to use city buses at no expense when in uniform and on official department business, the CITY shall furnish Bureau of Fire members required to ride buses while on duty with fare.

Section 13. Replacement of Personal Property

A. The CITY agrees that if any member of the Bureau of Fire while on duty sustains damage or destruction of his eyeglasses or personal durable medical equipment, said glasses or durable medical equipment shall be replaced with identical glasses or durable medical equipment

as of the time of damage or breakage up to a maximum of one hundred and fifty dollars ($150.00) per event.

B. Durable medical equipment is generally defined to include: (1) has been prescribed as medically necessary by a physician; (2) is durable (expected to last five (5) years or longer); (3) must be primarily and customarily used for medical purposes; (4) must generally not be useful to a person in the absence of illness or injury; and (5) is appropriate for use in the home or at work.

C. For purposes of this Agreement, examples of items identified as constituting "durable medical equipment" that might be found in the workplace might include, but would not necessarily be limited to, wheelchairs, walkers, crutches, canes, home oxygen equipment, and infusion pumps.

D. The CITY agrees to repair or replace dentures damaged or broken in the line of duty up to a maximum of one hundred and fifty dollars ($150.00) per event.

Section 14. Clothing Allowance

A. The CITY shall continue to furnish fatigue uniforms.

B. Two hundred dollars ($200.00) clothing allowance as provided for in Ordinance No. 557 of 19067 shall be furnished members of the Bureau of Fire that do not receive a fatigue uniform. Linemen and Mechanics will also receive a two hundred dollar ($200.00) annual clothing allowance.

C. The CITY shall furnish a new regulation dress uniform to all new members of the Bureau of Fire.

D. The CITY shall furnish a new regulation dress uniform to all members of the Bureau of Fire who by reason of promotion are mandated to change their style of regulation dress uniforms.

E. The CITY shall provide all members of the Bureau of Fire with the following new equipment when required in the performance of their duties.

1. Fire Coat
2. Day Boots
3. Helmet
4. Eye Protectors
5. Winter and Summer Gloves
6. Winter Dress Coat for Fire Prevention

F. The CITY shall provide any special equipment required for firefighting and shall replace worn out equipment as necessary.

G. The CITY may use used equipment if both parties agree and new equipment is on order.

H. The City will be responsible to maintain, repair and dispose when necessary all required equipment at no cost to the employee. The City will purchase and install industrial washing machines and dryers in each station with all work completed by April 1, 2017.

Section 15. Clothing Maintenance

A. Each member of the Bureau of Fire receiving the two hundred dollar ($200.00) per year clothing allowance provided in Section 13-B of this Article, shall also receive from the CITY fifty dollar ($50.00) per year for clothing maintenance of his regulation dress uniform.

B. Each member of the Bureau of Fire not receiving the two hundred dollar ($200.00) per year clothing allowance provided in Section 13-B of this Article, shall receive from the CITY thirty dollar ($30.00) per year-for the cleaning and maintenance of his regulation dress uniform.

ARTICLE IV A

MEDICAL, DENTAL AND LIFE INSURANCE

(a) Bargaining unit members shall be eligible to participate in the following four health insurance plans with premium contributions as indicated:

(1) Excellus PPO Option J with $5/$15/$30 prescription drug card, dependent coverage to age 26, routine vision rider, eyewear benefit rider ($60 max). Employee shall pay 15% of the premium for this plan. Employees hired after April 1, 2015 shall pay 20% of the premium for this plan.

(2) Excellus EPO Option J with a $15/$20/$35 prescription drug card, dependent coverage to age 26, routine vision rider, eyewear benefit rider ($60 max). Employee shall pay 10% of the premium for this plan. Employees hired after April 1, 2015 shall pay 15% of the premium for this plan.

(3) Excellus PPO HB 25-0 with a $10/$30/$50 prescription drug card and dependent coverage to age 26. Employee shall pay no portion of the premium cost for this plan. Employees who choose this option will also receive a rebate from the City for any additional emergency room hospital co-pay that exceeds $150 per event. Employees hired after April 1, 2015 shall pay 5% of the premium for this plan.

(4) Excellus HD PPO HB-HD HP-HAS 0-2600 with a $10/30/$50 prescription drug card and dependent coverage to age 26. Employee shall pay no portion of the premium for this plan. Employees hired after April 1, 2015 shall pay 5% of the premium cost for this plan thereafter. In addition, the City agrees to reimburse 80% of the deductible for the HD-PPO HB-HDHP-HAS 0-2600 Plan for both the Individual and Family Plans.

Effective April 1, 2018, all new hires into the Utica Fire Department shall contribute twenty percent (20%) of the cost of their chosen health insurance plan as provided for by the City of Utica.

(b) The City agrees that it shall permit current members of the bargaining unit and their spouses or family, if any, who retire from City of Utica Fire Department to continue coverage

under the City's medical plan. The City will contribute 85% of the cost of coverage under the City's plan described as Excellus PPO Option J, 90% of the cost of coverage under the City plan described as Excellus EPO Option J, 100% of the cost of coverage under the City plan described as Excellus PPO HB 25-0, and 100% of the cost of the City plan described as HD-PPO HB-HDHP-HAS 0-2600. For Employees hired after April 1, 2015 the City shall pay 95% of the premium cost for the HD-PPO HB-HDHP-HAS 0-2600plan thereafter. In addition, the City agrees to reimburse 80% of the deductible for the HD-PPO HB-HDHP-HAS 0-2600 Plan for both the Individual and Family Plans. The member and/or his/her spouse will contribute the balance of the cost of coverage, if any. The coverage shall continue until the member has qualified for coverage under Medicare. In addition, coverage will also be provided to the spouse and minor children (if any) of the retired member. Coverage to the spouse will remain in effect until the spouse has qualified for coverage under Medicare. If the member dies and the spouse remarries before qualifying for coverage under Medicare, coverage will terminate. Spousal independent coverage will be available utilizing the same formula for contributions that would have been in effect for the retired member had they not qualified for coverage under Medicare or were deceased. Any member of the bargaining unit who is eligible to retire but chooses to resign in order to transfer their service credit to another retirement system shall be entitled to this benefit.

(c) If a sworn member of the Department has rendered at least eighteen (18) years of service and dies while an active member of the Department, their widow or widower and minor children, if any, will be entitled to health insurance provided by the City in the same manner and under the same provisions as if the firefighter was receiving a normal service retirement at the time of his/her death.

(d) The City will obtain MVP Dental Option 1 and Option 3 dental riders for family or individual coverage as determined by the health insurance carrier. The employee will be

responsible for 15 % of the cost of the Option 3 Dental for family coverage only through payroll deduction. Coverage will be provided at no cost to the employee for employees that opt for coverage under Option 1 Family, Option 1 Individual or Option 3 Individual.

(e) The City shall have the right to propose changes to different health insurance plans and dental insurance plans, including a self-insurance plan than the one described in paragraph 2 above, to the extent that another plan providing substantially similar coverage is more cost effective. Any proposed change is subject to agreement of the parties.

(f) Effective April 1, 2004, upon showing proof of alternative health insurance, an employee may opt out of coverage to which they are entitled to under this article and in lieu of such coverage the City will pay the employee in periodic payments according to which plan the employee has opted out from:

Single Coverage	Eight Hundred Dollars ($800.00) per year
Family Coverage	Two Thousand Dollars ($2,000.00) per year

(g) As soon as practicable, the City will implement a flexible benefit plan pursuant to Internal Revenue Code § 125 to the full extent permitted by law for unreimbursed medical and dependent care expenses.

(h) Life Insurance. If at any time during the life of this Agreement the CITY provides life insurance for any other city employee it will also be provided for the Bureau of Fire employees included within this Agreement in the like amount.

ARTICLE V

LABOR MANAGEMENT

Section 1. Labor Management and Safety Committee

A. The Labor Management Committee shall consist of the President of the ASSOCIATION and two additional members of the ASSOCIATION plus legal counsel, all chosen

by the President of the ASSOCIATION. Also the Mayor, the Commissioner of Public Safety and two additional men of the Mayor's choosing.

The Safety Committee shall consist of the President of the ASSOCIATION and two additional members of the ASSOCIATION plus legal counsel, all chosen by the President of the ASSOCIATION. Also the Mayor, the Commissioner of Public Safety and two additional men of the Mayor's choosing.

Section 2. Meetings

A. The Labor Management Committee shall meet at the call of either the President of the ASSOCIATION, Commissioner of Public Safety or the Mayor.

B. The Safety Committees shall meet at the call of either the President of the ASSOCIATION, Commissioner of Public Safety or the Mayor.

Section 3. Changes & Alterations in the "Book of Rules"

The CITY agrees that the proposed changes in the "Book of Rules" of the Bureau of Fire shall be submitted to the Labor Management Committee for review and recommendations and the proposed changes shall be effective only after being reduced to writing.

Section 4. Additional Agreements

In the event the Labor Management Committee, after consultation, reaches agreement on any additions or amendments to this Agreement, such additions or agreements shall be reduced to writing, executed and added to this Agreement as Addendum paragraphs.

Section 5. Grievances.

Definition of Grievance - A grievance is any controversy, dispute or difference between the parties arising out of the interpretation or application of this agreement or book of rules or working conditions affecting the employee. Any member of this bargaining unit will be extended the use of this grievance procedure for disciplinary matters and reserve the right to have, pursuant

to Section 75 of the Civil Service Law if necessary. A grievance will also include a claim of harassment from the Chief or his designee. Questions concerning a firefighter's eligibility for 207-a benefits or concerning entitlement to pay or any other benefit under Section 207-a shall be heard under the procedures set forth in Appendix D.

Procedure - Any grievance shall be reduced to writing within sixty (60) calendar days of when the employee knew or should have known of its occurrence, and such grievances shall be signed by the aggrieved party and presented to the Commissioner of the Public Safety. Within five (5) working days thereafter, the Commissioner of Public Safety shall schedule a meeting to discuss the subject of said grievance and attempt to satisfactorily and mutually agree upon the disposition thereof.

If such grievance is not disposed of by such conference, the Commissioner of Public Safety, with five (5) working days thereafter, shall reply in writing to the ASSOCIATION, or member, the ASSOCIATION or member shall present such grievance in writing together with a copy of the Commissioner of Public Safety's reply to the Mayor of the CITY within ten (10) working days thereafter. The Mayor shall reply in writing within ten (10) days to the ASSOCIATION and member.

Arbitration - If the decision of the Mayor is unacceptable to the ASSOCIATION or member, the following procedure shall apply:

The ASSOCIATION shall, within thirty (30) days from the receipt of the Mayor's signed, written decision, forward a written notice to the Mayor that the ASSOCIATION desires to arbitrate the matter.

At a mutually agreeable time, but not more than thirty (30) calendar days from the date of the notice of demand for arbitration, the parties agree to meet and agree on a written stipulation as to the specific issues in dispute and, if possible, on an impartial arbitrator. If the parties are unable

to agree on a stipulation or an impartial arbitrator, either party may write requesting P.E.R.B. to appoint an arbitrator in the matter and furnish the arbitrator copies of the written grievance and the written replies thereto requesting the arbitrator to arbitrate the matter. The decision of the arbitrator shall be final, conclusive and binding upon all parties. In grievances alleging a violation of the Collective Bargaining Agreement, the arbitrator shall be strictly limited to the application and interpretation of the specific provisions of the Agreement and may not add to, modify or otherwise deviate from those provisions. The cost of arbitration shall be shared by both parties to this Agreement.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Identification Cards

Identification cards shall be furnished by the CITY to each member of the Bureau of Fire.

Section 2. Emergency and/or "Fill-In" Details

A. Any member of the Bureau of Fire assigned to an emergency or "Fill-In" detail at an Engine House other than the one to which he is usually assigned shall be furnished transportation from his regular Engine House to the point of the emergency or "Fill-In" detail, upon request.

B. Any member assigned such detail shall be considered on duty at the time he reports to his regular location for his regular duty and is then assigned to the emergency or "Fill-In" detail.

C. Any member assigned to such emergency or "Fill-In" detail shall be allowed sufficient time on his way to said detail to arrange for food so that he shall be able to have his normal meals on said detail.

D. All members of the Bureau of Fire shall be given fourteen (14) hour notice prior to "Fill-In" detail except in cases of sickness or emergency leaves.

Section 3. Defense of Actions

The CITY agrees to defend and pay any settlement, claims or judgments brought against or recovered against any member of the Bureau of Fire arising from the Bureau member's activities in the performance of duty only, including but not limited to, the operation of Bureau of Fire vehicles or apparatus, where such defense and payment is mandated as a CITY obligation by law.

Section 4. Riots and Conflagrations

The CITY agrees that in the event of a riot or conflagration, members of the Bureau of Fire shall be provided with adequate relief, meals, sleeping facilities and police protection.

Section 5. Non-Interferences with Picket Lines

The CITY agrees that no member of the Bureau of Fire shall be ordered to interfere with legally constituted picket lines except to perform regular Fire Bureau duties.

Section 6. Relief from Duty

In the event of a fire lasting four (4) hours in duration or when weather conditions are excessively hot or cold, relief from the fire scene of sixty (60) minutes for each member present at the fire shall be provided. If relief is not given, members will be paid at a rate of double time from the time the alarm was received to the time the member returns to service. Should member refuse to take the aforementioned relief, his right to the double time payment shall be forfeited.

Section 7. Off-Duty Personnel Call-Back

Off-duty members will be called back if additional personnel are needed. Mutual aid will be used only when the call back system has been exhausted or when specialty equipment is needed as the emergency dictates.

Section 8. Mechanics

Only department mechanics and no other personnel can be called to work on department vehicles. Only department mechanics can authorize towing of vehicle failures.

Section 9. Correspondence

A. Writings. All official departmental business such as general duty orders, special duty orders, memorandums and all other correspondence or documents received or issued shall be in writing.

B. Association/City correspondence. The officers representing the CITY in the Department of Public Safety Bureau of Fire and the ASSOCIATION agree to acknowledge correspondence in writing from the other within five (5) business days of the receipt of such correspondence.

Section 10. Payment of Special Funds

A. Holiday salary shall be paid once a year on the first payday in November.

B. Clothing allowance and clothing maintenance shall be paid once a year on the first pay day in November.

Section 11. Housework

The CITY agrees that no member of the Bureau of Fire shall have to perform carpentry (except for the department carpenter), masonry, plumbing or painting (except for tools and equipment) work in any Engine House.

Section 12. Vacancies on Apparatus

A. In filling vacancies on apparatus and switchboard, the Chief must notify the ASSOCIATION membership of such vacancy by posting a notice on each station bulletin board as soon as a vacancy exists. If any member of this ASSOCIATION has the ability and qualification for the work involved, and has been a member of the Bureau of Fire for a full thirty-six (36) months of service, and at least one (1) year of service in the department as a Paramedic, he may request a transfer to fill the vacancy, in writing within five (5) days.

The Chief will fill the vacancy by transferring the member having the greatest seniority and everything being equal, within fifteen (15) days of the date of the posting. The Chief may delay the filling of the vacancy if new members are not appointed.

Members may only submit one (1) transfer request within a twenty-four (24) month period.

When companies are taken out of service permanently, members will be able to have seniority rights on existing companies in service.

B. Station 7 Assignments

(1) Station 7 daily assignments will remain 1/Officer, 5/Firefighters "EMT or Paramedic."

(2) Staffing vacancies will follow these principles:

A. Observing the Out of Title section of the CBA.

B. If there is a vacancy at Station 7 and daily staffing is under minimum manning, the vacancy will be filled by call back.

C. When the vacancy is at Station 7 and the daily staffing is full, details will be filled first by:

(1) members assigned to outer houses that have not bid their positions in assignment;

(2) if members are being used at Station 7 or unavailable, the next member assigned to Station 7 will be the member with least seniority working on that specific day. This practice will continue by least seniority until all vacancies are filled.

(3) In the future, members who are transferred from Station 7 to outer houses, that are lowest in seniority, need to be informed that they are first to fill any openings at their prior assignment until junior members are transferred out.

(4) In the event the minimum paramedic staffing of 3 paramedics, including Officer, is not met and cannot be met with non-bid details, the junior paramedic on his platoon will be detailed for the coverage of the day.

(5) If additional firefighters are staffed above 1/Officer, 5/Firefighters, the same procedure will apply.

Section 13. Safety Standards for Fire Vehicles

The CITY shall establish minimum safety standards for vehicles consistent with the standards of the State Motor Vehicles Bureau for comparable vehicles and shall have annual inspections to insure the maintenance of these standards.

Section 14. Officers Assignments

Officers will have permanent assignments.

Section 15. Veteran's Time

Veteran's days and compensatory days will be scheduled for all members of the Department by the Chief. Days may not be rescheduled without both parties agreeing.

Section 16. Verbal Orders

All verbal orders by the Mayor, Public Safety Commissioner, Fire Chief, or any designating commander, concerning policy matters involving individuals or personnel of the Utica Professional Fire Fighters Association shall be confirmed in writing within twenty-four (24) hours of the verbal order and placed in a file to become a part of permanent record.

Section 18.

In the event there is a reduction in the Fire Department complement, which results in the reduction of the number of officers in the complement, the City agrees that the reduction in the numbers of each rank shall be accomplished in the inverse order of seniority by time in rank (grade).

Section 19.

Transfers within the Department shall be done by seniority within classification (examples: Captains, Lieutenants, Firefighter, EMT).

ARTICLE VII

ASSOCIATION ACTIVITIES

Section 1. Office Space

Upon request the ASSOCIATION shall be provided space by the CITY in any Engine House where the President, Vice President, Secretary and Treasurer of the ASSOCIATION is assigned. This shall include sufficient space for a desk, chairs, side chair, typewriter, filing cabinets, telephone and light.

Section 2. The CITY shall provide bulletin board space in every fire station and shall permit the use of department mail and communications for the distribution of ASSOCIATION notices.

Section 3. Announcements

A. Speaker System. The CITY agrees to allow the ASSOCIATION the use of the speaker system to announce deaths in members' families, ASSOCIATION meetings and other pertinent ASSOCIATION information with the approval of the Deputy Chief in charge.

B. Teletype System. The CITY agrees that the Bureau of Fire Teletype System may be used to transmit notices of deaths of members' families to all Engine Houses.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. Saving Clause

In the event that any provision of this Agreement shall be held to violate any federal, state or local law or any local ordinance, said provision shall be separate from the remaining provisions of the Agreement and the said provisions shall continue in full force and effect.

Section 2. City Affairs

Any privileges already accorded to the members of the Bureau of Fie covered by this Agreement shall not be rescinded as a result of this Agreement. This is in no way construed to usurp the generally accepted prerogatives of management. The ASSOCIATION understands that the importance of the normal and orderly conduct of the CITY's business and operations and the ASSOCIATION and its members will cooperate and assist the CITY in its performance of its duties and obligations to the citizens thereof. The provisions of this Agreement shall be expressly limited to salaries, benefits and other conditions of employment of the covered employees of the CITY and shall not, in any way, be construed to restrain or limit the CITY in the full and absolute management of its affairs.

Section 3. Fraternization Policy

The City will issue a conflict of interest policy that requires that whenever members are engaged in a relationship of a personal or familial nature which gives rise to the potential for, or appearance of, or actual existence of a conflict of interest, the Department will be permitted to restrict the assignments so that members affected by this policy are not in their supervisory chain of command.

Section 4. Internet Service

(a) The parties recognize that members of the firefighters bargaining unit have the right to install and access private internet routers for personal, non-job related use provided they comply with the requirements of this agreement. Said internet access devices shall be installed at the expense of the members and not at City expense. Such routers shall be used only for members' personal electronic devices such as laptops, i-Pads, etc. and at no time shall any personal electronic device be connected by cable to any computer owned by the City of Utica.

(b) The City Internet Technology Manager must approve each private router and the installation plan prior to installation to insure that it will not compromise the security of any City network or network system. Any installation must not alter the integrity of any Fire House structure without the express advance permission of the City. No alterations or modifications of any nature and kind shall be made without the express written approval of the City Engineer or designee.

(c) Nothing in this agreement relieves the members of the Firefighter bargaining unit of the obligation to comply with Department rules of conduct including any present or future rules regulating the use, viewing, publication and distribution of written, graphic or digital materials.

ARTICLE XI
DURATION OF AGREEMENT

A. Negotiation for Renewal of Agreement. Proposals to revise or to add to this Agreement by either party hereto must be submitted to the other party in writing on or before December 1, 2019, with negotiations for a new contract to automatically begin on January 8, 2020. Negotiations, however, may begin at a later date if mutually agreed upon in writing to suit the convenience of the parties hereto.

B. Duration of Agreement. This Agreement shall be effective from April 1, 2018 through March 31, 2020. If on April 1, 2020 no new agreement has been executed between the

CITY and the ASSOCIATION, the CITY agrees that all of the terms, provisions, and benefits of this Agreement shall remain in effect until the new agreement has been executed, retroactive to the extent permitted by law.

ARTICLE X

DRUG AND ALCOHOL POLICY AND TESTING PLAN

Effective January 1, 2002, the Utica Fire Department Drug and Alcohol Policy and Testing Plan, attached hereto as Appendix "B," will become effective and shall be made a part of the Collective Bargaining Agreement.

ARTICLE XI

PHYSICAL FITNESS PROGRAM

Effective April 1, 2004, the parties will implement a Fitness Program as detailed in Appendix C.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this ____ day of July, 2021.

CITY OF UTICA, NEW YORK

By: _____
Robert M. Palmieri, Mayor

LOCAL 32, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
A.F.L.-C.I.O.-C.L.C., UTICA
PROFESSIONAL FIRE FIGHTERS
ASSOCIATION

By: _____
THOMAS E. CARCONE, President