

STATE OF NEW YORK PUBLIC EMPLOYMENT
RELATIONS BOARD

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In the Matter of the Arbitration between

GENEVA FIREFIGHTERS' ASSOCIATION,
IAFF LOCAL 2859

-and-

CITY OF GENEVA

OPINION

AND

AWARD

Grievance: Mandatory Training – PERB Case Number A2024-186
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BEFORE: Jay M. Siegel, Esq.
Arbitrator

APPEARANCES: For the Geneva Firefighters Association, IAFF Local 2859
Blitman & King, LLP
By: Nathaniel G. Lambright, Esq., Of Counsel

For the City of Geneva
Roemer Wallens Gold & Mineaux, LLP
By: Earl T. Redding, Esq., Of Counsel

Pursuant to the collective bargaining agreement (CBA & Joint Exhibit 1), the parties (Union and City) selected the undersigned Arbitrator to hear a grievance and render a binding determination. A hearing was held at the offices of the City in Geneva, New York, on April 18, 2025.

The parties were accorded a full and fair hearing, including the opportunity to present evidence, examine witnesses, and make arguments supporting their respective positions. The record was closed on or about June 27, 2025, after the parties submitted written closing arguments to the Arbitrator.

ISSUE

The parties submitted different issues for the Arbitrator's determination and agreed to have the Arbitrator determine the appropriate issue. After reviewing the proposed issues, the Arbitrator finds that the Union's proposed issue is what is in dispute in this case, namely,

Did the City violate Section 20 of the parties' collective bargaining agreement when it required firefighters to provide their own mandatory training in the form of an EMT certification?

If so, what shall be the remedy?

RELEVANT CONTRACT PROVISIONS

SECTION 14 - TRAINING

When firefighting training schools within the area are established, the City will permit members of the Geneva Firefighters Union who are full time firefighters to attend the schooling subject to the following conditions: Not just NYS sponsored training.

1. Firefighters may attend the training school with approval of the fire chief. Schooling and training pay will be agreed upon by both members.
2. The fire chief, together with the firefighters, will pick firefighters to attend the training school.
3. The City will pay expenses of authorized firefighters attendance at training school.
4. Non-mandatory schooling with firefighters off duty, the City will pay for books, tuition, lodging and mileage.

SECTION 20 – MANDATORY TRAINING AND EDUCATION INCENTIVE

Mandatory Training: Any training of firefighters which is mandatory by the State of New York or the City of Geneva will be separate from any of the preceding sections of this contract. The time which is required for this training will be separate from any of the preceding sections of this contract. The time

which is required for this training will be compensated to the other firefighter in additional pay based on their hourly rate.

1. Firefighters assigned to a training school shall be credited for training hours from the school start time till the school dismissal time on the days of training. Should the school require travel outside the City of Geneva, the firefighter(s) shall also be entitled to credit for reasonable travel time to and from the school.
2. Firefighter(s) assigned to training schools may be given one day(s) credit, as if worked, for each 24 hours of training school accredited time.
3. The training schools that exceed 24 hours including travel time. The firefighter assigned shall be compensated by giving training credit of one (1) day each for each 24 hours of total school credit. Plus the hourly wage, times the difference between the total school credit less the number of hours credited as worked.
 - Example #1: Total school credit equates to 39 hours; less 24 hours equals 15 hours, times the hourly rate, in addition to one credited workday.
 - Example #2: Total school credits equates to 80 hours; less 72 (3 – 24hr days) equals 8 hours, times the hourly rate, plus 3 credited workdays....

Training and Education Incentive – This incentive package, as shown in the table below, will serve to encourage higher education and specialized skills that will benefit the City of Geneva. Payment shall occur in the month of November – second (2nd) payroll for firefighters that have these certifications and/or degrees:

Degree

30 credit hours earned in related field (only if hired prior to 1/1/2020) - \$300

Associate's degree - \$700

Bachelor's degree - \$1,100

Certification

Certified First Responder - \$200

Emergency Medical Technician - \$550

Paramedic - \$650...

Firefighters will be reimbursed, upon successful completion of the course for tuition, books and lab fees, mileage and all associated costs to become, or recertify as EMT or paramedic.

BACKGROUND FACTS

Before 2024, the City did not require firefighters to be certified as emergency medical technicians (EMTs). Members of the department who obtained EMT certification obtained it on their own, without financial assistance from the City.

During the 2014 negotiations between the parties, the Union proposed that members be reimbursed for books and lab fees for courses needed to obtain EMT certification, which was ultimately agreed to by the City. To the Union, this proposal was made to incentivize firefighters to voluntarily obtain EMT certification or recertification. This agreement did not allow the City to mandate members to obtain EMT certification on their own time without being paid for time spent attending the training.

In the next round of negotiations, the Union proposed adding an additional benefit for the non-mandated training, namely, that the City pay for mileage and all associated costs to become or recertify as an EMT or paramedic. The City agreed to this. Thus, firefighters who voluntarily obtained EMT certification were now reimbursed for books, lab fees, mileage, and course costs.

In 2023, the City started relying on a new Ontario County job description (the County where the City is located), which required City firefighters to obtain EMT certification prior to permanent appointment (i.e., before completing their probationary period) and to maintain such certification throughout employment.

On September 3, 2024, the Union filed a grievance alleging that the most recently hired firefighter (McGuigan), was being asked to finance his own mandatory training. Per the Union, once a firefighter is hired, they are covered by the CBA, and, as such, any required training is mandatory training that firefighters should be paid to attend pursuant to the CBA.

Chief Parotta responded to the grievance by stating that the firefighters are not being asked to provide their own mandatory training. Rather, he claimed that the minimum qualifications set by the Civil Service job announcement now required firefighters to obtain EMT certification prior to being hired. The response also stated that the City's offer letter to Firefighter McGuigan advised him of this requirement, which he had agreed to at the time of hire. Chief Parotta also stated that Section 20 of the CBA provided reimbursement only for books, lab fees, mileage, and costs to become an EMT. It did not provide payment to attend training.

On September 16, 2024, the Union submitted a Step 3 appeal. It alleged that the City had directed Firefighters McGuigan and Farrell to provide their own mandatory training in the form of EMT certification. It alleged that such action violated Section 20, which states that EMT training is not mandatory. After the City rejected the grievance at Step 3, a Demand for Arbitration was filed by the Union. The parties then selected the undersigned to hear and decide this dispute.

Firefighters McGuigan and Farrell both obtained EMT certification on their own time and without being paid for time spent in class or travelling to it. The Union states that Firefighter Farrell and Firefighter McGuigan spent 103 hours and 129.5 hours, respectively, obtaining their EMT certification.

POSITION OF THE UNION

The Union insists that it must prevail due to the clear language in the CBA, which clearly requires the City to compensate firefighters for mandatory training. The plain language rule, arguably the most important principle of contract interpretation, dictates that plain and clear language should be given its ordinary meaning.

According to the Union, Section 14 clearly addresses voluntary training. It states that members may be paid for their voluntary training time only when approved by the chief and that the City will pay for books, tuition, lodging, and mileage only when the chief approves the training. In other words, firefighters who obtain training voluntarily without the chief's approval are not required to be paid.

Section 20 is entitled "Mandatory Training and Education Incentive." It defines mandatory training as training that is required by New York State or the City of Geneva. It states that members undergoing such training are paid for the

time attending training and all costs associated with it, such as mileage, tuition, and books.

The Union observes that there is a second part of Section 20, which provides economic benefits and incentives for obtaining educational and emergency medical certifications. This section states that members who voluntarily obtain an EMT certification will be reimbursed for all associated costs of the training, including pay for tuition, books, and mileage. Thus, unlike other types of voluntary training set forth at Section 14, firefighters obtaining an EMT certificate do not need the chief's approval to be reimbursed for tuition, books, lab fees, and associated costs.

When Sections 14 and 20 are read together, the only logical conclusion is that the City cannot mandate firefighters to obtain EMT certification or recertification without paying them for time spent at training, including travel time. In other words, since Firefighters McGuigan and Farrell were mandated to attend EMT training, they must be paid for time spent at training because that is precisely what the CBA states.

If the Arbitrator somehow finds ambiguity in the CBA requirement to pay firefighters for time spent at mandated EMT training, the Union should nevertheless prevail because the bargaining history demonstrates that firefighters must be paid for time spent attending mandated training. The Union stresses that former union presidents Smith and McCormick testified that language was added to the CBA in 2014 and amended in 2016 so that members who voluntarily

obtained EMT certification or recertification would be reimbursed for tuition, books, lab fees, mileage, and all associated costs. If these benefits were provided to members who voluntarily obtained EMT certification, it makes no sense that this permits the City to reimburse members only for tuition, books, lab fees and mileage in instances when obtaining EMT certification is mandated by the City. In other words, why would the Union propose language calling for firefighters to be financially responsible for their own training when the CBA already required the City to pay firefighters for all time spent attending mandated training? The City's argument is illogical and inconsistent with the plain language and bargaining history. It should be rejected.

Finally, the Arbitrator should reject any claim by the City that the grievance is barred by timeliness or laches. The Union maintains that this grievance was filed well within the contractual time frame. Laches does not apply because there was not any delay in processing this grievance and there is no evidence that the City suffered even a drop of harm by the timing of the grievance filing.

For all of the reasons above, the Union urges the Arbitrator to sustain the grievance.

POSITION OF THE CITY

The City claims that the grievance must be dismissed because it is now a minimum qualification for a firefighter to possess an EMT certification at the time of permanent appointment. It maintains that there is no support in the CBA for

paying a non-permanent firefighter for time spent at a class to obtain EMT certification. Notably, Section 20 of the CBA already governs this, providing a stipend for obtaining EMT certification. Section 20 also states that, upon successful completion of the EMT certification course, the City reimburses members for tuition, books, lab fees, mileage and all associated costs. The City asserts that it has never paid an hourly wage for an employee taking the EMT course.

In 2023, Ontario County imposed a new requirement that City firefighters obtain EMT certification prior to permanent appointment and maintain such certification throughout employment. After this new requirement, the City advised newly appointed firefighters of the need to possess an EMT certificate prior to permanent appointment. Some, including Firefighter McGuigan, were advised that since this was a job description requirement, it was not covered under the mandatory training section of the CBA. Thus, firefighters must choose their EMT class and obtain certification. There is no provision in the CBA stating that firefighters shall be paid for time attending training for EMT certification.

The CBA already provides generous benefits to firefighters obtaining an EMT certificate. They choose the EMT course and take it outside of their work time. Upon completion of the course, they are reimbursed for the costs associated with the course, including tuition, and are then paid a \$550 stipend for having the certification. If the Union wants the mandatory training language to apply to EMT certification for the first time, it must negotiate this benefit with the City.

Testimonial evidence established that the City does not pay employees for EMT recertification. Rather, the City allows employees to recertify during their shift. Thus, no award is warranted requiring the City to pay employees for time spent on EMT recertification.

Since this dispute arose after a special minimum requirement was adopted by the Ontario County Civil Service Commission, this cannot be considered mandatory training assigned by the City. The mandatory training provision is simply not applicable to this situation. The Union's case should be rejected on the merits.

The grievance should also be dismissed based on the doctrine of laches. Although the grievance was not filed until September 3, 2024, the evidence establishes that the City started appointing firefighters with the special requirement of obtaining EMT certification without additional pay to attend such training in early 2023. Although the City concedes that there is no time limit in the CBA to file a grievance, it insists that the Union should be penalized for failing to raise this for approximately 15 months.

For all of the reasons above, the County urges the Arbitrator to dismiss the grievance.

OPINION

After carefully considering the evidence in the record and the arguments of the parties, the Arbitrator finds that the grievance must be sustained.

Section 20 Article is clear and unambiguous. It states:

Mandatory Training: Any training of firefighters which is mandatory by the State of New York or the City of Geneva will be separate from any of the preceding sections of this contract...

Firefighters assigned to a training school shall be credited for training hours from the school start time till the school dismissal time on the days of training. Should the school require travel outside the City of Geneva, the firefighter(s) shall also be entitled to credit for reasonable travel time to and from the school.

This provision is the only provision in the CBA addressing mandatory training. It evinces the clear agreement of the parties to provide pay for training time deemed mandatory by the State of New York or the City of Geneva. There is nothing vague or unclear about its intent, which is to credit employees as having worked when attending mandated training hours. Travel time is also included.

The City asks the Arbitrator to narrowly construe this provision. He cannot do this. The language indicates that it should be broadly construed, stating that *any* state-mandated or city-mandated training qualifies for this compensation. The parties also expressed their intent to compensate firefighters for their time at mandated training because the language clearly differentiated it from "any of the preceding sections of this contract." To the Arbitrator, this shows that the parties made efforts to distinguish the mandated training addressed in Section 20 from the

non-mandated training at Section 14, which, while reimbursable for expenses, is not compensable for time unless the chief expressly agrees.

The Arbitrator rejects the City's claim that EMT training is not mandated training because the rule requiring EMT certification prior to permanent appointment was created by Ontario County, an entity the City has no control over. While it is factually correct that Ontario County created this requirement as part of the firefighter job description, the City voluntarily adopted this job description that changed EMT certification from a non-mandated requirement to a mandated one. By adopting and using it, the City itself is imposing the requirement, which makes this training mandated. This training is mandated because employees cannot retain their position without it.

The City also argues that firefighters have never been paid for time spent attending EMT training and that they should not be paid now because the second part of Article 20 of the CBA expressly provides that firefighters attending EMT training are reimbursed only for the cost of tuition, books, travel expenses, etc., - nothing more. This argument is not persuasive because that language was developed to provide an incentive for firefighters to voluntarily obtain EMT certification prior to the time when EMT certification was mandated. In other words, the provisions addressing voluntary training are not applicable because now that EMT training has been mandated, the portion of Article 20 paying employees for hours spent in mandated training is applicable.

The fact that the parties have express language in Article 20 addressing the benefits for firefighters obtaining EMT certification in no way changes the Arbitrator's analysis that the Grievants should be paid for this mandated training. Article 20 is discretely divided. There is one provision that address pay for mandated training. Then there is a section devoted to benefits for firefighters who obtain degrees and certifications that are not required but are encouraged. These provisions were specifically addressed in the CBA to encourage firefighters to obtain additional training. As it relates to EMT training, the fact that the parties described what firefighters would receive when voluntarily obtaining EMT certification when it was not mandated does not negate the language about providing pay for firefighters who are mandated to attend training.

The City also takes issue with paying firefighters for time spent on EMT training after they expressly agreed at the time of hire that EMT training would be done on their own time and without additional compensation. This argument is not persuasive because these employees were covered by the CBA the moment they were appointed and started working for the City. Any agreement between the City and an individual worker cannot supersede the CBA. Just as the City would not be permitted to change the negotiated rate of pay for newly hired firefighters, the City may not reach agreement with new firefighters to negate a provision requiring pay for mandated training. Since the CBA requires time spent attending mandatory training to be paid, and EMT training is now mandated by the City, the City's

failure to provide pay for time spent on EMT training violates Section 20 of the CBA.

The City also expresses concern that firefighters may be receiving some type of windfall because the City provides all costs for EMT training and a stipend after receiving certification. In the City's view, it is untenable for it to be required to also pay employees for time spent attending EMT training. Along these lines, it also contends that it has historically allowed EMT recertification to occur during each firefighter's workday, so it should not be required to pay employees for that time.

It may very well be that the parties mutually agree to modify the benefit/pay package for mandated EMT training and certification in the next round of negotiations. But in this case, the City unilaterally changed the rules for mandated training with new hires. The City had no right to ignore Section 20, which requires pay for mandated training.

Finally, the City's timeliness and laches argument is rejected. There is no time limitation in the CBA to file a grievance. Moreover, the Union discussed its concerns with the City several months after learning about mandated training for EMT certification without pay. This is not an inordinately long period of time and there is no evidence that this delay was prejudicial to the City or prevented it from presenting its defenses, etc., in this case. Under these circumstances, dismissal of the grievance for timeliness or laches is wholly inappropriate.

Accordingly, and based on the foregoing, I find and make the following

AWARD

1. The City's timeliness and laches defense is rejected and without merit.
2. The City violated Section 20 of the CBA when it failed to pay firefighters for time spent obtaining EMT certification and required firefighters to provide their own mandatory training to obtain EMT certification. As a remedy, those firefighters mandated for initial EMT certification shall be paid for all hours attending EMT training, including pay for reasonable travel time to and from the training that is outside the City of Geneva. Any firefighter mandated for EMT recertification shall be paid for hours attending EMT training that occur outside the regular workday, including pay for reasonable travel time to and from the training that is outside the City of Geneva.
3. The Arbitrator shall retain jurisdiction solely to resolve any disputes concerning implementation of the remedy.

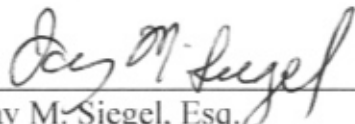
Dated: July 21, 2025
Cold Spring, New York


Jay M. Siegel, Esq.
Arbitrator

STATE OF NEW YORK)
COUNTY OF PUTNAM)

I, Jay M. Siegel, do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument, which is my Opinion and Award.

Dated: July 21, 2025


Jay M. Siegel, Esq.
Arbitrator