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# **AGREEMENT BETWEEN**

## **THE CITY OF CORNING AND CORNING INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 932**

**April 1, 2003 through March 31, 2006**

**RECEIVED**

JUN 06 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

25 employees covered

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# **ARTICLE I**

## **GENERAL PROVISIONS**

### **Section 1. AGREEMENT DEFINITION**

THIS AGREEMENT is between the CITY OF CORNING, NEW YORK, a municipal employer, hereinafter referred to as the "City" or "Employer" and the CORNING INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 932, hereinafter referred to as the "Union".

### **Section 2. DURATION**

This Agreement commences April 1, 2003 and continues in full force and effect until Midnight, March 31, 2006.

### **Section 3. AGREEMENT**

A. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

B. The foregoing constitutes the entire Agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in written form and annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions herein contained.

### **Section 4. RIGHTS AND PRIVILEGES**

#### **A. EMPLOYEE RIGHTS**

The Employer agrees that any rights or privileges granted by the Employer to the members of the Union and included in this agreement will not be changed without the mutual agreement of the Union and the Employer.

#### **B. MANAGEMENT RIGHTS**

Any and all rights, powers and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

**Section 5. CONTRACT NEGOTIATIONS**

Contract negotiations shall commence at least ninety (90) days prior to the expiration of the present contract. The existing contract shall stay in effect until the next Agreement is reached.

**Section 6. NO STRIKE AFFIRMATION**

The members of the Union hereby affirm pursuant to the provisions of Section 207, Paragraph 3 of the Public Employees Fair Employment Act, that it does not and will not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist, or participate in such a strike.

**Section 7. NO LAY-OFF CLAUSE**

The City agrees that there shall be no reduction in the number of Employees in the Union by any means other than attrition or lawful discharge pursuant to Article XXII, Discipline and Discharge. This section shall not, however, apply to any unit member hired after April 1, 1997.

**ARTICLE II**

**UNION RECOGNITION**

**Section 1. RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive negotiating agent for the Civil Service Firefighter of the Employer, excluding those positions that are management and/or confidential for the maximum period permitted by law upon the date of execution of this Agreement.

**Section 2. UNION RIGHTS**

The Union shall have the sole and exclusive right with respect to other Employee organizations to represent all Employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation, to direct, to determine those matters which the membership wishes to negotiate within the terms herein and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The Union shall have the sole and exclusive right to pursue the grievance and appeal procedure in this Agreement and to pursue it to any court of competent jurisdiction, whichever is appropriate, and shall not be held liable to

give any non-member any of its professional, legal, technical or specialized services.

**Section 3. UNION DUES**

The City shall deduct union dues each pay period from the wages of Employees who individually and voluntarily authorize the City to make such deductions. Such monies will be forwarded promptly to the Union.

**Section 4. AGENCY SHOP**

The City shall also deduct from the wages of all Firefighters covered by this Agreement, who are not members of the Employee organization, an amount equivalent to the dues levied by the Association and said amount shall be transferred to the Union within ten days. The Union will establish and maintain a procedure providing for the refund to any Employee demanding the return of any part of an agency shop fee deduction which represents the Employees' pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

**ARTICLE III**

**UNION RELEASE TIME**

**Section 1. NOTIFICATION TO CITY**

Names of all Union officers shall be kept on file with the Fire Chief.

**Section 2. NEGOTIATIONS MEETINGS**

During the course of negotiations, the City will agree to reasonable time off with pay for the members of the Union negotiating for the purpose of attending joint City-Union negotiation meetings.

**Section 3. DURING WORK HOURS**

Any one (1) Union officer will be entitled up to one (1) hour, when necessary, during working hours, to perform Union duties within the department. Before any such officer of the Union leaves the premises, he must have permission from his immediate supervisor.

**Section 4. RELEASE TIME OF UNION OFFICERS**

A. In addition, the President of the Association or his designee shall be granted twelve (12) workdays' leave of absence ( five [5] days of which shall be with pay and the remainder without pay) to attend state or national Firefighter conventions, seminars, or district meetings.

The total allowed time is twelve (12) workdays, regardless of the number of men involved. Such time off will require two (2) weeks' advance notice to the Fire Chief or his representative.

B. The City will try to replace regulars with professionals but if this is difficult, it will use emergency call Firefighters.

## **ARTICLE IV**

### **SICK LEAVE**

#### **Section 1. TIME ACCUMULATION**

Sick time shall be earned at the rate of one (1) day per month worked, and may accumulate to a maximum of one hundred fifty (150) days.

#### **Section 2. ADDITIONAL SICK LEAVE**

If an Employee uses up his accumulated sick leave, the Chief of the Fire Department, with Director of Public Safety approval, may grant additional sick leave. If additional sick time is granted, it shall be deducted from future sick leave accruals.

#### **Section 3. MEDICAL CERTIFICATE**

The Chief may, at his discretion, request a medical certificate from any Employee for paid sick leave after two (2) consecutive days of sick leave. In addition to a medical certificate justifying the absence from work for any paid sick days, the Fire Chief may, in his discretion, require an Employee to undergo a physical examination by a doctor designated by the City at the City's expense to determine either the justification for absence or the Employee's fitness for work.

#### **Section 4. RETIREMENT CASH-IN**

A. Any unit member hired on or before March 31, 2000 shall be paid ninety percent (90%) of their accumulated sick days upon retirement. The payment shall be determined by the retiring Employee's present rate of pay. The Employee's annual salary for the year of his retirement shall be divided by 2,080 to determine the hourly rate of pay. The hourly rate of pay shall be multiplied by eight (8) to determine the daily rate, and the daily rate will be multiplied by the number of accumulated sick days to determine the dollar amount of payment.

B. Any unit member hired after March 31, 2000 shall be paid sixty-five percent (65%) of their accumulated sick days upon retirement. The payment shall be determined by the retiring Employee's present rate of pay. The Employee's annual salary for the year of his retirement shall be divided by 2,080 to determine the hourly rate of pay. The hourly rate of pay shall be multiplied

by eight (8) to determine the daily rate, and the daily rate will be multiplied by the number of accumulated sick days to determine the dollar amount of payment.

C. Effective January 1, 1998, when a unit member reaches his or her tenth (10<sup>th</sup>) year anniversary of service with the City and on each anniversary date thereafter, the unit member may elect to cash up to five (5) days of accumulated sick leave at his or her then current per diem rate. The election shall be made in writing to the City Manager and any amount payable shall be made within thirty (30) days thereafter. The member must have a minimum of fifty (50) accumulated sick days to make such an election. Any days so cashed shall be deducted from accumulated sick leave. If the unit member is a participant in the Section 457 Plan and is eligible to have said monies deposited with the Plan and signs whatever payroll deduction is needed by the Plan Administrator, the City will deposit the appropriate sum with the Plan within fourteen (14) working days of receiving the member's election and written authorization for payroll deduction as required by the Section 457 Plan.

The parties also agree that the City will take whatever steps are necessary to establish and maintain a qualified Section 457 Plan available for participation by Unit Members as allowed under IRS rules and regulations and in accordance with the Plan generally available to other City Employees.

**Section 5. SEPARATION OF EMPLOYMENT**

When an Employee leaves before Retirement, said Employee will receive pay for accrued Holidays, Vacation, and Overtime.

**ARTICLE V**

**BEREAVEMENT LEAVE AND PERSONAL LEAVE**

**Section 1. LEAVE FOR DEATH**

Each Employee represented in this Agreement shall be allowed up to three (3) days leave of absence with full pay in the event of death of the Employee's father, mother, sister, brother, wife, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, step parents, step-children and grandparents of spouse.

**Section 2. GRANTING OF LEAVE**

Payment for said leave is granted only if such leave falls on scheduled workdays up to and not in excess of three (3) consecutive working days through the day and after the day of interment, provided said Employee attends the funeral and furnishes proof thereof if requested by the Director of Public Safety.



**Section 3. PERSONAL LEAVE**

Effective July 1, 1997, each unit member shall be entitled to two (2) days of personal leave per fiscal year. There shall be no cash out of personal days upon death, retirement, or termination of employment. When shift staffing is at five (5) full-time firefighters including the shift lieutenant, an additional member of the shift may use a personal day when fourteen (14) days notice of intent is given to the Chief, at which time the opening created by the use of this personal day will be filled by a full-time firefighter in accordance with Article XVI, Section 3. When fourteen (14) days notice is not given, the Chief may deny the use of personal days if it would have an actual impact on the "operating needs" of the Department. Personal days shall not be carried over, except when denied by the Chief due to operating needs and in such event, shall be used within the first ninety (90) days of the next fiscal year. It is agreed that no request for use of personal time shall be unreasonably denied.

**ARTICLE VI**

**HOLIDAYS**

**Section 1. HOLIDAYS OBSERVED**

A. All Employees covered by this Agreement shall be compensated for eleven (11) holidays per year.

B. For information purposes, the parties intend that the following days comprise the eleven (11) paid holidays referred to in Section 1 above:

- |                          |                      |
|--------------------------|----------------------|
| 1. New Year's Day        | 7. Labor Day         |
| 2. Lincoln's Birthday    | 8. Columbus Day      |
| 3. Washington's Birthday | 9. Veterans' Day     |
| 4. Easter Sunday         | 10. Thanksgiving Day |
| 5. Memorial Day          | 11. Christmas Day    |
| 6. Independence Day      |                      |

**Section 2. USE OF HOLIDAYS**

A. The benefit required by this article shall be paid either in cash for 8-hour paydays or in compensatory time off, at the option of each covered Employee. If in cash, such compensation shall be computed on the basis of each Employee's regular, straight-time rate of pay for eighty-eight (88) hours and shall be paid in a lump sum during the first pay period in December of each year. If in compensatory time off, said time shall be used during the ensuing year or paid in cash during the last pay period of December should the Employee fail to take the time off during the previous eleven (11) months.

B. Employees shall work on holidays according to the natural rotation of their schedules and shall receive no extra compensation whether or not they work on any holiday in a given calendar year.

## ARTICLE VII

### VACATIONS

#### Section 1. VACATION SCHEDULE AND ALLOWANCES

The schedule of vacations for covered personnel shall be as follows:

Appointment date to one year's service	No vacation
One year's service, but less than five year's service from appointment date	2 Weeks
Five year's service, but less than ten year's service from appointment date	3 Weeks
Ten year's or more service from appointment date	4 Weeks

The vacation week runs from Monday morning to Monday morning at 8 AM.

#### Section 2. ADMINISTRATION

A. Vacations will be scheduled for a fiscal year beginning on the first Monday in June and ending on the Sunday prior to the first Monday of June of the following year. If an Employee's anniversary date falls during the vacation period of the first, fifth or tenth year anniversary, the Employee will sign up at the beginning of the vacation period for all vacation earned as well as the additional week earned at the anniversary date.

B. Vacation scheduling will begin on or before April 1<sup>st</sup> prior to the start of the vacation year. The schedule of vacation requests shall be returned to the Fire Chief no later than two (2) weeks prior to the start of the vacation year. The selection of vacation periods shall be governed by the operating needs of the Fire Department. In determining "operating needs" the Employer shall not deny a request for vacation scheduling for a reason unrelated to the actual operating needs of the Fire Department.

C. In the event of a problem or change, this vacation procedure shall be reviewed annually by the Labor Management Committee to ensure uniformity in its administration.

#### Section 3. EMPLOYEE SEPARATION

Should the Employee separate from service with the department for any reason prior to these anniversary dates, said Employee will not be entitled to the additional week. If the

Employee has already utilized this week, the equivalent cash value of such will be deducted from the Employees' final pay check.

**Section 4. VACATION PAY**

An Employee may request vacation pay in advance of the vacation period. The Employee's request must be made two (2) weeks prior to the vacation period. Vacation pay will be issued the pay period prior to the vacation period.

**ARTICLE VIII**

**JURY DUTY**

A Unit Member may be absent without deduction of pay or loss of benefits when required to report for jury duty. However, the Unit Member must submit a statement showing the amount of money received for reporting for jury duty and said amount shall be reimbursed to the City (excepting any mileage reimbursement). If the Unit Member is released from jury duty before 1:00 pm, he shall report promptly to work the remainder of his shift. If a full-time Firefighter is required by the Chief to fill a shift of a member reporting for jury duty, that Unit Member will receive credit for actual time worked or five (5) hours, whichever is greater. Nothing contained herein shall require the Fire Chief to fill the shift position of a Unit Member reporting for jury duty and the Chief retains the authority to assign a part-time Firefighter to such assignment.

**ARTICLE IX**

**WORK SCHEDULE**

**Section 1. WORK SCHEDULE**

A. The work schedule shall be a 10-14 hour work schedule

B. Example of schedule:

Two (2) days on Day Shift (ten [10] hours per shift);

Two (2) days off;

Two (2) nights on Night Shift (fourteen [14] hours per shift);

Two (2) days off.

The Day shift shall be scheduled from 8:00 AM to 6:00 PM.

The Night Shift shall be scheduled from 6:00 PM to 8:00 AM.

Over a period of one (1) year, the average work week is forty (40) hours with time off to achieve such average.

Time-off such as sick time, vacation time, personal time, compensatory time and holiday time shall not count towards the hours worked for "Kelly Time". This shall apply to Union release time in Article III. Any time a member uses said-time off, he/she shall not be credited with "Kelly Time" for that week.

## **ARTICLE X**

### **RETIREMENT PROGRAM**

#### **Section 1. PLAN**

- A. Non-contributing Plan with Guaranteed Benefits (Section 375-e).
- B. Special 25 year Retirement Plan (Non-contributory) (Section 384).
- C. Special 25 year Retirement Plan (Non-contributory) (Section 384 with subdivisions F. G. and H.)
- D. Special 20 year Retirement Plan (Non-contributory) (Section 384 with subdivisions D. and E.)

## **ARTICLE XI**

### **HEALTH INSURANCE**

#### **Section 1. COVERAGE**

A. The Employer will provide unit members with the Blue Cross/Blue Shield Option I Health Plan (BC/BS), and College age 25 Rider. The Plan shall have inpatient mental care, rehab alcohol/substance abuse detox benefits. The BC/BS Plan shall also have a three-tiered prescription drug formulary with co-pays of Five Dollars (\$5.00), Fifteen Dollars (\$15.00), and Thirty Dollars (\$30.00). Except as modified above or by the Benefit Comparison which is attached and incorporated herein, and except for modifications in coverage for office visits, physicals and ambulance services which are covered under the terms of the major medical coverage (chiropractic care is not covered), it is the intent of the parties that the BC/BS insurance coverage be equivalent to the previously provided GHI Insurance Plan.

Effective July 1, 2003, any employee who wishes to discontinue their health/hospitalization coverage for himself/herself and any covered dependents must give at least sixty (60) days written notice of said election, accompanied by written proof that another health/hospitalization coverage is in effect to cover himself/herself and their covered dependents, if any. Any such election shall be made for a period of one (1) year running from July 1 through the next succeeding June 30. Effective July 1, 2003, employees who elect to opt out of the health/hospitalization plan shall receive a quarterly payment of Three-Hundred-Seventy-Five Dollars (\$375) for opting out of a

Family Plan and Two-Hundred Dollars (\$200) for opting out of a Single Plan for each quarter they remain employed by the City in a full-time position represented by the bargaining unit.

B. The Health Insurance Committee. The Employer and Union further agree to set up an advisory health insurance committee consisting of an equal voting representation by the Employer and all union representatives for the recognized labor organizations representing City Employees who are covered by the City's health insurance plan. The parties acknowledge that the Employer and Union, together with other City Employee unions intend to review and develop alternatives for health and dental insurance coverages, prior to July 1, 2004, and to explore the possibility of affiliating with a larger insurance pool, either with other municipal plans or through a cooperative self-funded plan. The parties acknowledge that current coverages need to be collectively discussed, alternatives developed, and a plan implemented by July 1, 2004 which will ensure a viable health plan.

C. If the Health Committee cannot obtain agreement on a new plan, prior to July 1, 2001, then the unit members shall remain on the Blue Cross/Blue Shield Health Plan (BC/BS), as set forth in Paragraph A. of this Section.

D. Effective April 1, 2000, each unit member having either an individual BC/BS Health Insurance Plan or a family BC/BS Health Insurance Plan shall pay an employee contribution equal to one percent (1%) of their annual base salary for a family plan and one percent (1%) of their annual base salary for a single plan to be pro-rated and deducted each pay period. Effective July 1, 2003, each unit member having either an individual BC/BS Health Insurance Plan or a family BC/BS Health Insurance Plan shall pay an employee contribution equal to two percent (2%) of their annual base salary to be pro-rated and deducted each pay period.

E. Section 125 Plan. The Employer will establish a flexible spending plan under Section 125 of the Internal Revenue Code, together with a premium conversion plan as soon as reasonably practicable. The Section 125 Plan shall permit the Employee contribution under Paragraph D above of this Article to be deducted from pay with pre-taxed dollars unless the Employee elects in writing not to participate in the premium conversion plan. In lieu of dental coverage, the City will contribute Three-Hundred Dollars (\$300) per year to each employee's flexible spending plan.

## **Section 2. CHANGE OF CARRIERS**

The City shall have the right to change carriers or to go to a self-insured program provided the new program provides equivalent or better coverage. If the Union does not agree that the proposed plan provides equivalent or better coverage, the matter shall be submitted to arbitration but in this case only the cost of the arbitrator shall be borne by the City.

**Section 3. RETIREES COVERAGE**

A. Retirements on or after April 1, 2000. Any Unit member who retires on or after April 1, 2000 and is eligible to continue in the health insurance plan pursuant to this section, shall be covered with the same health insurance plan as provided to active Employees and shall pay an employee contribution equal to five percent (5%) of his/her annual base salary at the time of retirement for a family plan or five percent (5%) of his/her annual base salary at the time of retirement for a single plan. The City will bill the retiree each quarter: January 1, April 1, July 1, and October 1 of a calendar year. The retiree shall have thirty (30) days in which to pay the quarterly billing. After retirement, the retiree may not change from individual to family coverage, but a retiree may change from family to individual coverage.

B. Eligibility. Effective January 1, 1998, in order to be eligible to continue in the health insurance plan pursuant to this section, unit members at the time of retirement must have at least ten (10) years of full-time service with the Corning Fire Department and be eligible for retirement under one of the retirement plans under Article X of this Agreement.

**ARTICLE XII**

**EMPLOYEE ASSISTANCE PROGRAM**

The City shall provide, at no cost to the Employee, an Employee Assistance Program. The provider, nature and extent of which shall be established by the Agreement of the Joint Labor-Management Committee or, upon the failure of the parties to agree, by an arbitrator selected in accordance with the procedure described in Article XXI.

**ARTICLE XIII**

**SAFETY**

**Section 1. EQUIPMENT**

The City shall establish a formal system or procedure for covered Employees to report hazardous conditions involving equipment. The system or procedure shall include participation by the Chief of the Fire Department or Director of Public Safety to ensure that corrective action is taken if necessary. In the event such system or procedure is not established or followed, or if there continues to be reasonable doubt about the serviceability of the equipment which is subject to the grievance procedure provided for herein, either party may seek binding arbitration pursuant to the rules of the AAA.

**Section 2. HEALTH AND SAFETY**

A. A Health and Safety Committee shall be established and shall consist of two representatives from the City and two representatives from the Union.

**B. The Committee shall:**

1. Review and make recommendations to the Fire Chief on health and safety issues.
2. Review incidents resulting in work related illnesses, injuries or death.
3. Review any written complaints regarding health or safety hazards by Employees.
4. Maintain minutes of each meeting.
5. In the event of serious injury or death, the Committee shall meet within forty eight (48) hours to undertake a review of the incident.
6. The Fire Chief shall respond to a recommendation of the Committee within a reasonable period of time.
7. The Committee shall meet at least quarterly or within forty eight (48) hours upon notification by the Chairman. The Union representatives shall have paid time off to attend such meetings, if necessary. The Employer will try to replace any openings with Union members, but if difficult, will use emergency call Firefighters.

## **ARTICLE XIV**

### **CLOTHING**

#### **Section 1. UNIFORMS**

Each probationary and permanently appointed member of the Corning Fire Department shall receive each fiscal year:

- A. 2 Work Shirts
- B. 2 Work Trousers
- C. 1 Work Jacket with Liner
- D. 1 Pair of Shoes

#### **Section 2. PROTECTIVE CLOTHING**

A. All protective clothing and dress uniforms shall be issued to each Firefighter and replaced as needed by the City.

B. By July 1, 2000, the City agrees to order new bunker gear (jacket and pants

only), comparable to the specifications of Globe's GX7 protective clothing, for all members of the bargaining unit. The Labor-Management Committee shall jointly determine a suitable manufacturer and model for the purchase of this clothing.

## ARTICLE XV

### **SALARY**

#### **Section 1. SALARY DETERMINATION**

Movement on salary steps and determination of seniority for Employees shall be made based on the anniversary date of the Employee's first day of employment as a full-time (Probationary or Provisional) Firefighter. Longevity increments for Employees hired prior to July 1, 1989, shall be based on the first date of work with the City of Corning Fire Department, either part-time or full-time (See Appendix I.) Salary and longevity increments and seniority for any full-time Employee hired after July 1, 1989 shall be based solely on the first date of hire as a full-time (Probationary or Provisional) Firefighter.

#### **Section 2. SALARY SCHEDULE**

	<u>4/1/03- 3/31/04</u>	<u>4/1/04- 3/31/05</u>	<u>4/1/05- 3/31/06</u>
Deputy Fire Chief	46,990	48,282	49,731
Lieutenant	45,683	46,939	48,347
Firefighter - 1 <sup>st</sup> Grade (More Than 48 Months)	41,323	42,459	43,733
Firefighter - 2 <sup>nd</sup> Grade (24 - 48 Months)	37,656	38,692	39,852
Firefighter - 3 <sup>rd</sup> Grade (Start - 24 Months)	30,319	31,153	32,087

#### **Section 3. ANNUAL SALARY DETERMINATION**

Annual salary shall consist of base salary and longevity.



**Section 4. LONGEVITY**

In addition to the Employee's base salary, the Employee shall, after serving the specified years of service, receive increases of the following longevity:

<u>YEARS</u>	<u>AMOUNT</u>
3 - 9*	\$ 400.00
10 - 14	\$ 700.00
15 - 19	\$1,000.00
20 Years or More	\$1,250.00

\* The parties agree that any Unit Member hired prior to April 1, 1997 with less than three (3) years service shall receive longevity under the former rule of 0 - 9 years in the amount set forth above for 3-9 years service.

**ARTICLE XVI**

**OVERTIME**

**Section 1. RATE OF PAY**

The regular Employees who work in excess of forty (40) hours will be paid at the rate of time and one-half for all additional actual time spent on duty.

**Section 2. ACCUMULATED HOURS OF PAY**

When a professional Firefighter has accumulated time on the books, he may request payment of up to one-half (1/2) of these hours. Following a period of three (3) months, the Employee may request payment for up to the balance of his accumulated time. The Firefighter will notify the Chief, or his designee, of his desire for payment. This payment will not exceed two (2) weeks from initial request. Between this quarterly period, the employee may request an additional cash-in of accumulated time on the books for a legitimate hardship. Approval of such cash-in request for a hardship shall be at the discretion of the Director of Public Safety and his/her decision shall not be subject to any grievance or arbitration procedures. An Employee who retires during the term of this contract may request all of his/her accumulated hours in one payment.

Payment shall be computed by multiplying the number of hours requested, times the regular hourly rate at the time of payment. If the Unit Member is a participant in the Section 457 Plan and is eligible to have said monies deposited with the Plan, and signs whatever payroll deduction is needed by the Plan Administrator, the City will deposit the appropriate sum with the Plan within fourteen (14) days of receiving the member's election and written authorization for payroll deduction as required by the Section 457 Plan.

**Section 3. CASUAL OVERTIME**

The joint Labor-Management Committee shall establish a procedure to divide casual overtime equitably among bargaining unit employees within their respective rank. The procedure shall not be based on seniority and shall not interfere with emergency call-in procedures.

**ARTICLE XVII**

**DEATH BENEFITS**

**Section 1. ACCIDENTAL DEATH BENEFIT**

The City shall accord each member of the Union with an accidental death benefit as provided for in Section 208-B of the General Municipal Law as added by Chapter 882 of the laws of 1958, as amended.

**Section 2. PAYMENT OF DEATH BENEFIT**

In the event of the death of any Employee covered by this Agreement, the estate of said Employee shall receive payment for all accrued holidays, vacation time, sick days, and compensatory time owed that Employee at the time of death.

- A. Payment of compensatory hours shall be made based on the hourly rate of the Employee computed by dividing the Employee's annual salary at the time of death by 2080.
- B. Holidays shall be paid based on the method stipulated in ARTICLE VI, Section 2A of this Agreement.
- C. Sick leave shall be paid based on the cash value calculation method stipulated in ARTICLE IV, Section 4A of this Agreement.
- D. Vacation time shall be paid based on one week's salary for every week of vacation entitled to that Employee. One week's vacation shall be computed by dividing the annual salary of the Employee at the time of death by fifty-two (52).

**Section 3. HEALTH INSURANCE DEATH BENEFIT**

In the event of the death of any employee covered by this Agreement and enrolled in the City's health insurance plan, the City shall pay the first ninety (90) days of COBRA health insurance premiums for the widow or widower of the deceased. Payment of these premiums by the City shall not extend the time limits set forth by COBRA.

## **ARTICLE XVIII**

### **EDUCATION BENEFITS**

#### **Section 1. PAYMENT FOR OFPC CLASSES**

After July 1, 1988, any Employee completing any class taught by the New York State Office of Fire Prevention and Control will be paid the sum of one dollar and fifty cents (\$1.50) for every hour of course time. A minimum of twenty dollars (\$20.00) shall be paid per course.

#### **Section 2. FIRE PREVENTION TECHNOLOGY**

Any employee holding a certificate of completion in Fire Prevention Technology from a regionally accredited or New York State College or University shall be paid an annual sum of seventy-five dollars (\$75.00).

#### **Section 3. SUPERVISOR'S TRAINING**

Each Lieutenant shall be paid an annual sum of \$350.00 upon the successful completion of First Line Supervisor's Training provided by the State of New York.

#### **Section 4. EXEMPTIONS**

Course time shall be determined by the length of the course as defined by the New York State Office of Fire Prevention and Control. Exempt from this Section are any courses taken by probationary Firefighters, any courses taken prior to July 1, 1988, and any courses that the Employee attends and is granted release time from active duty without penalty to said Employee.

#### **Section 5. TIME LAPSE**

The City shall not compensate any Employee for the same course unless there is a time lapse of three (3) years between course completion dates.

#### **Section 6. N.Y.S. DEPARTMENT OF HEALTH CLASSES**

Employees shall receive annually the sum of Two Hundred Dollars (\$200.00) for New York State First Responder Certification or Three Hundred Dollars (\$300.00) for New York State Emergency Medical Technician Certification.

**Section 7. METHOD OF PAYMENT**

Method of payment shall be to submit certificate by November 15 of each year. An Employee who has completed a course shall submit certificate of completion to Chief, or designee. Payment to be made on the 1<sup>st</sup> pay period in December of each year.

**ARTICLE XIX**

**OUT-OF-TITLE**

**Section 1. RATE OF PAY**

Whenever a shift is without its permanently appointed Lieutenant, a Firefighter from that shift shall fill in and assume the duties of the officer in charge. This person shall be the same each time necessary and shall be paid the same base salary as the commissioned officer for each hour in charge.

**Section 2. SELECTION**

The Chief shall select this person and if necessary shift transfers will be used. All selectees will be submitted for approval to the Director of Public Safety prior to assuming the position.

**ARTICLE XX**

**TORT LIABILITY ACTIONS**

**Section 1. DEFENSE**

In the event an Employee of the Fire Department shall become a Defendant in any suit or cause of action sought against the Employee as the result of the performance of the Employee's duties, the City shall provide such Employee with a defense attorney without cost to such Employee.

**Section 2. AWARD OF DAMAGES**

In the event an award is granted as the result of such cause of action, such award shall be paid by the City, pursuant to law.

## **ARTICLE XXI**

### **GRIEVANCE PROCEDURE**

#### **Section 1. DEFINITIONS**

A. The term "grievance" shall mean any claimed violation, misinterpretation, inequitable application or non-compliance with the provisions of this Agreement, provided, however, that such term shall not include any matter involving an Employee's retirement benefits or disciplinary proceedings.

B. The term "grievant" shall mean either any Employee who claims to have a grievance or the Union, whether it is processing a grievance filed by an Employee or a grievance which it has filed itself, or both, as the context may require. If the Union is filing a grievance, the Union shall designate the aggrieved Employee or Employees.

C. The term "days" shall mean all days except the paid holidays designated in Article VI, Section 1B hereof.

D. Nothing in this Article shall prevent the Union from submitting a grievance at the second step, if the same involves a number of Employees or an issue which cannot be resolved at the first step.

E. With the exception of Step IV, if no determination is issued within the time limit permitted at any step, the grievance shall be deemed denied and the time shall begin to run for processing the grievance to the next step. In every case, the grievant shall have fifteen (15) days to file his appeal in writing to the next step of the grievance procedure.

#### **Section 2. GRIEVANCE STEPS**

##### **A. STEP ONE**

A grievant shall submit a grievance in writing to grievant's immediate superior within fifteen (15) days of the event giving rise to the grievance or of the date on which grievant should reasonably have known about the existence of the grievance. The immediate superior shall make a determination of the grievance within five (5) days after receipt thereof. The determination shall be in writing, and a copy shall be given to the grievant and to the Union. The grievance not filed with fifteen (15) days of the event giving rise to the grievance shall be deemed waived.

##### **B. STEP TWO**

If the grievant is not satisfied with the determination at Step One, grievant shall present it in writing to the Chief of the Department within fifteen (15) days, who shall within five

(5) days after receipt thereof, make a determination in writing and present a copy to the grievant and to the Union.

**C. STEP THREE**

If the grievant is not satisfied with the determination at Step Two, grievant shall present the grievance in writing within fifteen (15) days of the Step Two determination with a copy of the Step Two determination, through the Fire Chief to the Director of Public Safety. The Director of Public Safety shall then conduct a hearing on the grievance within ten (10) days following submission to the Fire Chief.

The Director of Public Safety shall issue a determination in writing within ten (10) days following said hearing and give copies of his/her determination to the grievant and to the Union.

**D. STEP FOUR**

If the determination at Step Three is not satisfactory to the grievant, the Union alone may process the grievance through arbitration by filing a demand for arbitration within fifteen (15) days of the Step Three Answer, through the Fire Chief to the Director of Public Safety. Arbitration shall be commenced by service of a written demand for arbitration, specifying the nature of the grievance and the relief sought.

**Section 3. ARBITRATOR**

A. The selection of the arbitrator and the conduct of the hearing will be in accordance with the rules of AAA.

B. The parties may select an arbitrator by mutual agreement and, in that event, all proceedings shall be in accordance with AAA rules. If the parties cannot agree, either party may apply to the AAA and proceedings will be in accordance with AAA rules.

C. The decision of the arbitrator shall be binding on all parties concerned. Both parties shall share equally the fee and expenses of the arbitrator.

**ARTICLE XXII**

**DISCIPLINE AND DISCHARGE**

**Section 1. JUST CAUSE**

Discipline is the prerogative of the department administration, except that no Firefighter shall be reprimanded in writing, suspended without pay, or otherwise disciplined or discharged except for just cause.

This section does not apply to a probationary Firefighter.

**Section 2. WAIVER OF SECTION 75**

The Union and the City waive the provisions and application of Section 75 of the Civil Service Law and in lieu of Section 75, hereby establish a just cause process. The Fire Chief may terminate, suspend, reprimand or otherwise discipline a non-probationary Employee only for just cause. Prior to the proposed imposition of discipline, the Fire Chief shall notify an Employee of a conference regarding discipline and of his right to Union representation. The Chief shall inform the Employee of the charges against him and of a proposed penalty. Prior to the implementation of any discipline, the Employee shall have an opportunity to respond. No response, however, is required other than the Employee's election to accept or not accept the proposed discipline. If the Employee does not accept the discipline, the grievance procedure as stated above shall be followed except that if the Director of Public Safety denies the grievance in Step Three of the procedure, the grievance shall be deemed a demand to arbitrate and the Employee shall have the option of binding arbitration, including an expedited arbitration, pursuant to the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding.

**ARTICLE XXIII**

**LABOR MANAGEMENT**

**Section 1. JOINT LABOR MANAGEMENT COMMITTEE**

A. There shall be a four-member joint Labor Management Committee which shall meet at least quarterly, or as needed at the discretion of either party, to discuss with a purpose of voluntarily resolving all problems affecting the relationship of the parties. The Director of Public Safety of the City of Corning and the President of the Union shall each appoint in writing with notice to the other two members of the committee, and each may appoint himself. The members so appointed shall continue to serve at the pleasure of the appointing officer.

B. In addition to other matters appropriately before it, the Committee shall discuss and review the Fire Department Book of Rules to update the same by revising or expanding it to cover current conditions. Subject to the terms of this Agreement, the City shall retain the unilateral right of issue rules and regulations notwithstanding a failure of Labor-Management Committee to agree on specific items.

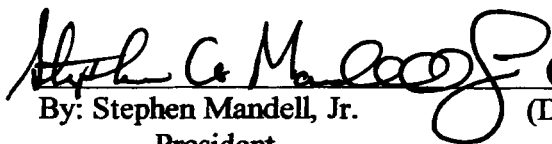
C. The joint Labor Management Committee shall not be used as a substitute for the grievance procedure.

IT IS AGREED by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

City of Corning:

Corning International  
Association of Firefighters Local 932

  
By: Mark L. Byckman (Date) 6/17/03  
City Manager

  
By: Stephen Mandell, Jr. (Date) 6-17-03  
President



**APPENDIX I**

<b><u>NAME</u></b>	<b><u>DATE HIRED</u></b>	<b><u>DATE APPOINTED</u></b>
PIERCE, ALAN	07-01-77	10-15-85
CARD, PAUL	03-15-80	08-01-80
SWAN, DAVID	07-18-83	01-01-89
BROWN, EVAN	12-12-83	01-01-89
ERWAY, BRUCE	10-01-84	10-01-88
FARRELL, DONALD	09-27-85	01-01-89
GARDNER, BRIAN		09-04-89
MANDELL, JR., STEPHEN		09-04-89
BRENNING, RANDY		09-04-89
THORNE, RICHARD		09-24-90
PATTERSON, DEAN		12-31-90
McCARTHY THOMAS		06-29-92
BUMP, SCOTT		06-29-92
JOHNSON, GARY		06-29-92
VANDELINDER, PAUL		02-28-94
DATES, THEODORE		02-28-94
CAVALLARO, LARRY		04-03-95
NEHRING, BRYAN		07-18-97
MILLER, DOUGLAS		08-05-97
GROSS, JEFF		09/30/98
WATKINS, ERIC		09/30/98
MARGESON, THOMAS		09/30/98
MAYER, FRANCIS III		01/04/99
LÉONBERGER, SHANE		03/13/2000
DAVIES, BRAD		04/30/2000
GURNSEY, MARK		03/12/2001
PHELPS, STEVE		03/19/2001

4/0  
2/21/03