

North Tonawanda
Professional
Firefighters
IAFF Local 1333
&
The City
of
North Tonawanda
Collective Bargaining
Agreement

2012 - 2015

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WHEREAS, the CITY OF NORTH TONAWANDA, NEW YORK, (hereinafter called "Employer"), acting pursuant to the Public Employees' Fair Employment Law (Article 14 of the Civil Service Law), has recognized LOCAL 1333 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC (hereinafter called "Union") as the exclusive representative, for the purposes of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment of the employees in the following single negotiating unit:

INCLUDED: All full-time civil service employees in the North Tonawanda Fire Department

EXCLUDED: The Fire Chief and Deputy Fire Chief and Clerk of the North Tonawanda Fire Department, Fire Equipment Mechanic and all other employees of the City of North Tonawanda and:

WHEREAS, The Employer and the Union desire to maintain the existing harmonious relations between them, increase general efficiency in the Fire Department, establish an equitable and peaceful procedure for the resolution of differences, establish the terms and conditions of employment of the employees in the aforesaid negotiating unit, and promote the morale, rights and well-being of the members of the Fire Department.

NOW, THEREFORE, the Employer and the Union agree as follows:

§1.0 GENERAL

§1.1 Coverage

§1.11 This Agreement covers each person who is, at any given time, an incumbent (including a probationary incumbent) in any of the positions included in the above described negotiating unit.

§1.2 Term and Modification

§1.21 The term of this agreement begins at 12:01 AM on January 1, 2012 and continues until midnight December 31, 2015.

§1.22 Each provision of this Agreement goes into effect when the term begins, and goes out of effect when the term ends, except when this Agreement or an amendment to this Agreement, says otherwise.

§1.23 If either party desires to modify this Agreement, it shall give official notice thereof to the other party not earlier than May 1, 2014 no later than June 1, 2014.

§1.24 If official notice of modification has not been given, this Agreement shall continue for successive terms of twelve (12) months each, unless either party gives official notice of modification to the other party not earlier than the 150th day and not later than the 120th day prior to September 1 of any such successive term.

§1.25 If official notice of modification has been given during the term of this Agreement (or a successive term thereof, as the case may be), the term of this Agreement shall continue until the latter of either:

- (a) The termination date of this Agreement as stated in 1.21, or
- (b) Until a modified Agreement is reached by the parties hereto

§1.3 Amendments and Waivers

§1.31 No provision of this Agreement may be deleted or changed, and no provision may be added to this Agreement, by implication or by any other means except a written, dated amendment to this Agreement signed by each party.

§1.32 Except as this Agreement says otherwise, during the term of this Agreement, either party may propose that this Agreement be amended, but the other party is not obliged to negotiate or to agree to any proposed amendment.

§1.33 No provision of this Agreement may be waived by implication or by any other means except a written dated document signed by each party.

§1.4 Interpretation

§1.41 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

- A word used in the masculine gender applies also in the feminine.
- A word used in the singular number applies also in the plural.
- This Agreement speaks as of the time it is being applied.
- Each provision in this Agreement is severable from every other provision.
- Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
- Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.

§1.42 Except when this Agreement says otherwise, the following definitions apply in interpreting this Agreement:

- (a) "Employee" means a person covered by this Agreement.
- (b) "Party" means the Union or the Employer.
- (c) "Parties" means the Union and the Employer.
- (d) "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.
- (e) Overtime shall be paid at the rate of time and one-half of the hourly rate and this rate will be used in computing out-of-title rates of pay.
- (f) "Deferred Overtime" - the deferred overtime referred to in Article 6.4 was formerly known as credited time off

§1.43 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of the law.

§1.44 Unless this Agreement says otherwise, any provision of this Agreement which cites a law, rule or regulation mandated by higher authority is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control, unless this Agreement says otherwise.

§1.5 Legal Effect

§1.51 If this Agreement requires a party or person to do anything that is prohibited by law mandated by higher authority, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

§1.52 Unless this Agreement says otherwise, neither party is required to continue any past practice.

§1.53 This Agreement contains all the provisions agreed to by the parties in negotiations.

§1.54 Unless this Agreement says otherwise, the Employer is not required to provide or guarantee work for any period of time to any employee.

§1.55 This Agreement supersedes all city laws, rules, regulations and practices which are inconsistent with any provision of this Agreement, except such laws, rules, regulations and practices as are mandated by law of higher authority. The City shall take the steps necessary to rescind or discontinue any such inconsistent law, rule, regulation or practice.

§2.0 UNION EMPLOYER RELATIONS

§2.1 Management Rights

§2.11 The Union recognizes that the Employer retains any and all rights vested in it by law, and further recognizes that the Employer shall continue to exercise those rights, as well as any and all rights which may hereafter be vested in the Employer by law, including, but not limited to, the following rights, to select, hire and promote employees; to determine the necessity for filling a vacancy; to create new jobs and classifications and to abolish any job or classification; to reassign employees from one job, classification, or assignment to another within the North Tonawanda Fire Department; to demote, suspend, discharge and discipline employees; to train employees and require their participation in training programs; to subcontract work; to assign, supervise and direct employees in their work; to determine the work to be done; to lay off employees and to adjust the size of the working force, and to make reasonable rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency, and the protection of property. The Employer recognizes that it may not exercise its rights, referred to in this paragraph, in such a way as to violate any of the express provisions of this Agreement or any provision of the Civil Service Law.

§2.2 Union Membership

§2.21 The Employer must not interfere with the right of an employee to become or to remain a member in the Union.

§2.22 The Union must not interfere with the right of an employee to refuse to become or to remain a member of the Union subject to the Union's constitution and by-laws.

§2.3 Bulletin Board

§2.31 The Employer must place a suitable glass enclosed bulletin board in a convenient place in each Fire Station for the exclusive use of the Union.

§2.32 The Union may post signed announcements of Union meetings, Union elections, Union social events, changes of Union officers, deaths, and illnesses on the bulletin board. No material of a political or scandalous nature may be posted.

§2.33 The Union shall limit its posting of announcements and other material in the Fire Stations or on City property, to the bulletin boards.

§2.4 Union Representation and Activity

§2.41 The Employer shall permit a representative of the International Association of Fire Fighters or the New York State Fire Fighters Association to confer with employees during working hours for a reasonable period of time for the purpose of investigating a grievance. Before conferring with an employee, the Association representative shall make his presence and

the purpose of his visit known to the Fire Chief, or, in his absence, to the Officer then in command. The Association representative may confer with an employee if the conference will not interfere unreasonably with the performance of the duties assigned to the employees.

- §2.42** For the purpose of investigating and processing grievances, there shall be a Grievance Committee consisting of the Chief Steward of the Union and five (5) employees to serve as grievance representatives, one from each platoon, and one from the officer's ranks, who shall be designated by the Union.
- §2.43** A Grievance Committee member may investigate grievances and arbitration's and presents them to the Employer without loss of time or pay; provided that the use of the abnormal amount of time or other abuse of this privilege may result in loss of time or pay as the Employer shall determine. This shall be limited to not more than three (3) persons at one time including the grievant and the Chief Steward.
- §2.44** A Grievance Committee member must obtain the permission of the Officer in Charge of his shift before leaving his assigned duties to handle a particular grievance. The Officer in Charge may refuse for a reasonable period of time to permit the Grievance Committee member to leave his assigned duties if his leaving would interfere unreasonably with the performance of his duties or with the performance of the duties assigned to other employees.
- §2.45** The Union must give official notice to the Employer of the name of each Grievance Committee member and of each officer of the Union, not later than the fifth (5th) working day following his designation.
- §2.46** The office meeting area on the Mezzanine of the Emergency Operating Center, known as Fire Headquarters, located at 495 Zimmerman Street, will be provided and used solely for union members and union business.
- §2.47** Neither the Employer nor the Union shall discriminate against or intimidate any employee because of his membership or nonmember ship in the Union, or because he holds or does not hold an office in the Union, or because of his activity in or on behalf of the Union. Each provision of this Agreement must be applied to all employees without discrimination based on their membership or nonmember ship in the Union.

§2.5 Official Notice

- §2.51** Giving official notice to the Employer means giving notice in writing to the Common Council by filing with the City Clerk, and to the Mayor and to the Fire Chief and to the City Attorney, in person, or to them by letter or telegram addressed to each of them at the Municipal Building, North Tonawanda, New York.
- §2.52** Giving official notice to the Union means giving notice in writing to the President and to the Secretary of the Union in person, or by letter or telegram addressed to each of them at their most recent address shown on the Employer's records.

§2.6 Union Membership Dues Deduction

- §2.61** Pursuant to the Public Employees' Fair Employment Law (Article 14 of the Civil Service Law), the Employer shall deduct Union membership monthly dues from the first pay period of the month for each employee who has presented to the Employer a dues deduction authorization card signed by him, provided, however, that if such Law is amended to permit the deduction of dues for employees who do not meet the foregoing requirements, the Employer must, at the request of the Union, make deductions for such employee to the extent permitted by such law.
- §2.62** Not later than the fifth working day following the effective date of this Agreement, the Union shall give the Employer official notice of the amount of the monthly dues to be deducted. If the amount of monthly dues is thereafter changed, deduction of the new amount shall begin in the first payroll period of the month following the month during which the Employer received official notice from the union of the new amount, provided that such notice is received not later than ten (10) days before the end of the month.
- §2.63** Deductions for an individual employee shall begin in the first payroll period of the month following the month during which the employee's signed dues deduction authorization card was received by the Employer from the Union.
- §2.64** Deductions for an individual employee shall continue to be made until and including the month during which the Employer has received from the employee a written statement signed by him revoking his dues deduction authorization card. The employee shall file a copy of such written statement to the Union.
- §2.65** Not later than the twenty-fifth (25th) calendar day of each month, the Employer shall deliver or mail to the treasurer of the Union all dues deducted during that month together with a list of the employees for whom deductions were made.
- §2.66** The Union shall hold the Employer harmless against any and all suits, claims, demands and liabilities arising out of an action of the Employer in connection with this Section 2.6.

§2.6A Agency Shop

- §2.4a.1** The parties recognize that this is an agency shop agreement, and in accordance with such it is understood that such employee who is a member of the bargaining unit herein above defined but is not a member of the Union shall be liable to contribute to the said Union as representative costs, an amount equivalent to such dues as are from time to time authorized, levied and collected from the general membership of the Union. The City agrees to deduct an amount equal to the normal monthly dues paid by members of the Union from the earnings of each of said employees so covered by this Agreement.
- §2.6a.2** The Union affirms that it has established and will maintain a procedure which provides for the refund to any employee demanding the same of any part of an agency shop fee which represent the employee's prorated share of expenditures by

the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

§2.7 Public Statements

§2.71 Except when this Agreement says otherwise, nothing in this Agreement shall be interpreted to limit the right of any representative of the Union or of the City to make public statements concerning matters which affect the welfare of the employees.

§2.72 No public statement shall be issued, without authorization of the Union, by an employee in the name of the Union or which includes a reference to the employee's membership or office in the Union, and which:

- a. Contains an express or implied endorsement of any candidate for public office, or
- b. Urges that any person be or not be elected or appointed to any public office.

§2.8 Collective Negotiations

§2.81 When official notice of modification is given pursuant to this agreement, by either party, both parties agree to set a date within thirty (30) days, at which time five (5) copies of proposals for changing, adding to, or deleting from the provisions of this agreement, will be exchanged.

§2.82 After the exchange of proposals required by paragraph 2.81 of this Agreement, either party may modify or withdraw any one or more of its own proposals and may submit counter-proposals with respect to the subject matter of the other party's proposals. Such modifications of proposals and such counter-proposals must be reduced to writing by the party making them upon request of the other party. Neither party is obliged to negotiate with respect to any new proposal dealing with subject matter not covered by the proposals required by paragraph 2.81 of this agreement.

§2.83 The parties shall meet to begin collective negotiations not later than the seventh (7th) day following the transmission of the last set of proposals required to be transmitted by paragraph 2.81 of this Agreement. Prior to the close of that meeting and of each subsequent meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesmen for each party.

- a. Members of the Union Negotiating Committee will be allowed to attend negotiating sessions without loss of pay. A list of the members of the Union Negotiating Committee shall be provided to the City Negotiating Committee and the Fire Chief.

§2.84 Each party shall transmit, with the proposals required by paragraph 2.81 of this Agreement, the name, address and telephone number(s) of its principal spokesman for collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokesmen.

§2.85 Each provision of a new or modified agreement which has been agreed to by the negotiating teams of both parties, as evidence of such agreement, shall be reduced to writing, dated with the date upon which agreement was reached, and initialed by the principal spokesman of each party. It is understood that this initialing is indicative of tentative agreement only and indicates the parties have agreed upon this provision provided that agreement on the entire package is achieved. This initialing does not preclude reconsideration of these initialed sections upon the occurrence of an impasse between the parties

§2.86 The agreement reached by the negotiation teams must be presented to the Union membership for ratification. If the Union membership ratifies the agreement, then it must be presented to the Common Council for ratification by it and such ratification shall continue an agreement by the Common Council to provide the funds necessary to finance the benefits provided for in such agreement. Upon such ratification by the Common Council, the agreement shall become binding on the parties and, as evidence thereof, and as soon as practicable thereafter, the agreement shall be signed by the Mayor and by the appropriate officers of the Union.

§2.87 The parties may by mutual consent extend any time limit set forth in this Section 2.8, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

§2.9 Miscellaneous

§2.91 Unless this Agreement says otherwise, any act which this Agreement requires to be performed by the Fire Chief may be performed by any other employee to whom the Fire Chief has delegated authority to perform that act.

§2.92 A Fire Department Employee Relations Committee is hereby established for the purpose of discussing matters of mutual concern to the Union and the Employer. The Committee shall consist of not more than four employee representatives of the Union and not more than four representatives of the Employer. The Committee shall meet at times mutually agreeable to the Union and the Employer, but not less than once every six months unless the holding of such semi-annual meeting is waived by mutual consent evidenced by a written memorandum signed by both parties.

§2.93 The Union agrees that its members shall comply with all Fire Department Rules and Regulations, including those relating to conduct and work performance. The Employer agrees that Departmental Rules and Regulations which affect working conditions and performance shall be subject to the grievance procedure.

- a.** The Employer shall name three representatives and the Union shall name three representatives to sit as an advisory committee to up-date the Fire Department Rules and Regulations. This will be accomplished through mutual consent during the term of this Agreement.
- b.** Such committee shall be advisory in nature and the City shall reserve its right as the final authority on adoption of Departmental Rules and Regulations under 2.11 of this

Agreement. It is expressly understood that such rules are not covered by Taylor Law negotiations.

§2.94 A General Health and Safety Committee shall be created consisting of two representatives appointed by the Fire Chief and two representatives appointed by the Union. The Committee's jurisdiction shall cover all matters of safety to the members of the Fire Department. Decisions of the Committee shall be made by a majority vote, provided, however, that an equal number of representatives appear at such Committee meetings, which shall be held at least quarterly or on special call of any two of the representatives.

§3.0 GRIEVANCES

§3.1 General

§3.11 A grievance is a claim that a party has violated this Agreement. A written grievance by an employee or the Union must be submitted on the form shown in Appendix A. Grievance forms shall be provided by the Employer.

§3.12 A grievant is a party or an employee who has grievance.

§3.13 If the grievant is an employee, he must submit his grievance at Step 1. However, if the grievance is a claim that:

1. there is no just cause for a discharge or disciplinary suspension, or
2. that the discharge or disciplinary suspension action taken was too severe, or
3. both; it may be submitted at Step 3.

If the grievant is the Union and its grievance involves all (or substantially all) of the employees, it may submit the grievance at Step 3. If the grievant is the Employer, it may submit the grievance at Step 3.

§3.14 No grievance may be submitted with respect to any matter which law mandated by higher authority requires to be handled by some procedure other than the Grievance Procedure provided in this Agreement.

§3.2 Grievance Procedure

§3.20 In all cases of time limit provided in this Article 3, the computation of working days shall exclude Saturdays, Sundays, and holidays.

§3.21 Step 1: If, not later than the second working day after the date of the occurrence out of which the grievance arises, an employee or a Grievance Representative orally or in writing submits a grievance to the Officer- in- charge of his shift, the Officer- in- charge must answer the grievance orally or in writing not later than the second working day after its submission. The grievant or the Grievance Representative has five (5) working days after submission of the grievance at Step 1 within which he may appeal the grievance in writing to Step 2.

§3.22 Step 2: If the grievant or the Grievance Representative does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied. But if either does appeal before the appeal time expires, then the Fire Chief must answer the grievance in writing not later than the third working day after the appeal. The Union has eight (8) working days after submission of the grievance at Step 2 within which it may appeal the grievance in writing to Step 3.

§3.23 Step 3: If the Union does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied. But if the Union does appeal before the appeal time expires, then, the appropriate committee of the Common Council and the Union's representative must agree, not later than the fifth (5th) working day after the appeal, on the date for a Step 3 meeting. If the grievance is one which properly may be submitted at Step 3, then, it must be submitted in writing not later than the fifth (5th) working day after the date of the occurrence out of which the grievance arises, and, then, the appropriate committee of the Common Council and the Union's representative must agree, not later than the fifth (5th) working day after the submission, on the date for a Step 3 meeting. The Step 3 meeting must be held not later than the fifteenth (15th) working day after the date on which the grievance is appealed or submitted to Step 3. The Employer (or, if the grievant is the Employer, then the Union) shall answer the grievance in writing not later than the tenth (10th) working day after the Step 3 meeting. The Union (or, the Employer) has ten (10) working days after receipt of the Step 3 answer within which it may submit the grievance to arbitration.

§3.3 Arbitration

§3.31 If the Employer or the Union does not appeal a grievance to arbitration before the submission time expires, the grievance is deemed satisfied.

§3.32 No more than one grievance may be appealed to an arbitrator in the course of a single arbitration proceeding, unless the parties expressly agree in writing to the appeal of more than one grievance.

§3.33 To appeal a grievance to arbitration, a party must send a letter to the Public Employment Relations Board, and a copy to the opposing party, which:

1. Requests arbitration of one specifically identified grievance, and
2. Requests the Board to send to each party a list of ten (10) names of arbitrators.

Each party, not later than the tenth (10th) working day after receipt of its copy of the list, must mail its copy to the Board with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The Board shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the Board determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of ten (10) names and the same procedure will be followed with respect to it. If the Board determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.

§3.34 The time of the arbitration hearing shall be agreed upon by the parties and the arbitrator.

§3.35 The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, or restrict, the provisions expressed in this Agreement. The authority of the arbitrator does not extend to matters which law mandated by higher authority requires to be resolved by some other body.

§3.36 The decision of the arbitrator is final and binding on the Parties and the employees.

§3.37 One-half the fees and expenses of the arbitrator must be paid by each party. All other expenses, including the compensation of witnesses, incident to the arbitration must be paid by the party which incurred them. If either party desires a verbatim stenographic record of the arbitration proceedings, it may cause such a record to be made at its own expense provided that it furnishes a copy of the record to the arbitrator and a copy to the other party.

§3.4 Time Limits

§3.41 In all cases of time limits provided in this Article 3, the computation of working days shall exclude Saturdays, Sundays, and holidays.

§3.42 The time limits set forth in this Article 3 must be strictly adhered to, and the moving or responding party which fails to do so within the allotted time will be deemed to have forfeited the grievance. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

§3.43 In no event may the Employer be held liable for back pay for a period of more than ten (10) consecutive working days preceding the filing of written grievance.

§3.5 Privacy

§3.51 The arbitration proceedings shall be conducted in private and may be attended only by the arbitrator, a stenographic reporter, representatives and council of the parties, the grievant or grievant, and witnesses.

§3.52 No public statement shall be made concerning any matter which is the subject of a grievance or an arbitration by either party, by the representatives of either party, or by an employee provided, however, that when a grievance has been satisfied, or when an arbitration award has been made, the parties jointly may issue a written public statement, signed by a representative of each party, containing brief descriptions of the nature of the grievance, the persons involved, and the nature of the satisfaction of the grievance or of the arbitration award.

§4 WORK INTERRUPTIONS

§4.1 Prohibition

- §4.11** The Union, its officers or agents, or the employees must not call, sponsor, advocate, engage in, or assist in any strike, slowdown, work stoppage, or interference with the efficient management of the Fire Department.
- §4.12** An employee must not, either singly or in concert with other employees or persons, refuse to perform his duties for the Employer, and if he does so, the Union must use its best efforts to require him to perform those duties.
- §4.13** The Employer, its officers or agents, must not call, sponsor, advocate, engage in, or assist in any lockout of the employees.

§4.2 Consequences

- §4.21** If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraphs 4.11 or 4.12 of this Agreement, the Union must, at the Employer's request in writing:
1. Give the Employer official notice that it has not done or threatened to do any such act and that it disavows such act or threat, and
 2. Instruct the employees concerned in writing to cease doing such act or threatening to do it and give to the Employer a copy of such instructions.
- §4.22** If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraphs 4.11 or 4.12 of this Agreement, he may, at the Employer's sole discretion, be disciplined or discharged therefore. The discipline or discharge action, or the degree thereof, may be taken without regard to any such action which may or may not have been taken with respect to any other employee. Such a disciplinary action or discharge may not be made the subject of a grievance or arbitration.
- §4.23** The Employer has the option of seeking a remedy for a violation of paragraphs 4.11 and 4.12 of this Agreement, and the Union has the option of seeking a remedy for a violation of paragraphs 4.13 of this Agreement, either in an arbitration proceeding or in a civil action and resort to the one shall not be a prerequisite for, nor shall it preclude, resort to the other.
- §4.24** While the Union, or its officers or agents, or a group of employees are doing or threatening to do any act mentioned in paragraphs 4.11 or 4.12 of this Agreement, the Employer need not bargain about or discuss with the Union any matter which may be in dispute between the Employer and the Union or the group of employees concerned. While the Employer, or its officers or agents, are doing any act mentioned in paragraph 4.13 of this Agreement, the Union need not bargain about or discuss any matter which may be in dispute between the Employer and the Union.

§5.0 EMPLOYMENT AND SENIORITY

§5.1 Probation

§5.11 An employee appointed to the rank of fire driver-fire fighter is on probation for a period of not less than eight (8) weeks or more than eighteen (18) months from the date of his appointment to such position. However, if during that probationary period an employee has not completed any required training, he shall remain on probation until he has satisfactorily completed any training requirements to the satisfaction of the fire chief.

(1) Training will include but not limited to:

- Graduating from a New York State Certified Firefighting Training Academy
- Successfully passing Candidate Physical Ability Test (CPAT), Fitness Test
- Operational knowledge of ALL Equipment and Apparatus operated by The City of North Tonawanda Fire Department
- Demonstrating knowledge of the streets and high risk buildings and businesses located in The City of North Tonawanda
- City of North Tonawanda Fire Department Rules and Regulations and Standard Operating Procedures (SOP's)

§5.12 If an employee on probation is disciplined or discharged, the Employer is not required to assign a reason therefore and the discipline or discharge cannot be made the subject of a grievance or arbitration.

§5.2 Acquisition of Seniority

§5.21 For an employee in the rank of fire driver fire fighter, "seniority" means the length of an employee's continuous service in the North Tonawanda Fire Department from the day he starts work following the date of his last appointment to the date he loses seniority, including both such dates. An employee while he is on probation does not have any seniority, but he acquires seniority on the day following his last day of probation.

§5.22 For an employee in any rank other than that of fire driver fire fighter, "seniority" means the length of an employee's continuous service in the North Tonawanda Fire Department from the date of his last promotion to his rank to the date he loses seniority, including both such dates.

§5.23 As used in paragraphs 5.21 and 5.22, "continuous service" includes only those periods when an employee is on the Employer's active payroll and those periods when the employee is:

1. On leave of absence,

2. On layoff
3. On active duty with the United States Armed Forces or the National Guard,
4. Absent from, and unable to perform the duties of his position by reason of a disability resulting from occupational injury or disease, and
5. Such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's "continuous service" notwithstanding that such service may not have been in the North Tonawanda Fire Department.

§5.24 If two or more employees start work in the rank of fire driver fire fighter on the same day, their relative seniority shall be in the order of their appointment by the Fire Chief. If two or more employees are promoted to the same rank on the same date, their relative seniority shall be in the order of their promotion by the Fire Chief.

§5.3 Loss of Seniority

§5.31 Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his seniority and is automatically terminated on the day on which any one or more of the following occur:

1. He resigns (unless he is reinstated within the period permitted by any provision of the Civil Service Law applicable to him)
2. He is discharged
3. He retires
4. He fails to return on the working day following the day his leave of absence or excused absence expires, unless prevented by conditions beyond his control
5. He is absent from the second consecutive working day, unless:
 - a. His absence on both days is excused, or
 - b. During the two consecutive working days, he has called in, or if that is not reasonably practicable, he has had someone call in for him, unless prevented by an emergency
6. He has failed, for two consecutive working days after a notice of recall has been sent to him, to notify the Employer that he intends to return to work;
7. He has failed to return to work within five consecutive working days after a notice of recall has been sent to him
8. He refuses a recall;

9. He has been on layoff for a continuous period in excess of that permitted for certification from a preferred list by Section 81 of the Civil Service Law;
10. He has engaged in gainful employment during an excused absence, sick leave with pay, or leave of absence, or;
11. He has been absent from, and unable to perform the duties of his position for a continuous period of not less than one year by reason of a disability other than a disability resulting from occupational injury or disease unless granted leave of absence by the Common Council.

§5.32 If an employee is re-appointed after he has lost his seniority, he must be treated in all respects as a new appointee, except with respect to decisions based on his skill, ability and experience.

§5.4 Adjustments in Force

§5.41 Reductions in the number of positions in any rank, an increase in the number of positions in any rank while there are employees who have been demoted (other than for cause) or laid off from that rank, shall be made in accordance with the applicable provisions of the Civil Service Law.

§5.42 A notice of recall must be sent to an employee on layoff by registered or certified mail or by telegram addressed to him at his most recent address on the Employer's records. It is the responsibility of the employee to advise the Employer in writing of all changes in his address.

§5.5 Discharge and Discipline

§5.51 If there is just cause, as determined by the procedures set forth herein, the Employer may discharge or discipline an employee.

§5.52 If an employee is suspended while he is working, he must be given an opportunity, if he requests it, to consult with a Grievance Committee member before he is required to leave the Employer's premises, unless his continued presence is likely to result in injury to himself, to others, or to property.

§5.53 An employee may not be temporarily suspended, pending the informal and formal hearings as set forth in sections 5.55, 5.56 and 5.57, for a period longer than thirty (30) calendar days.

§5.54 A written notice of each disciplinary action (other than a verbal warning) must be hand delivered or sent by registered or certified mail to the employee concerned at the time the action is taken, if practicable, but, in any case, not later than the fifth working day following the day on which the action is taken. The employee must acknowledge receipt of the notice by signing the Employer's copy thereof. A copy of each notice must be served on a Grievance Committee member on the same day that the employee is served with the notice.

§5.55 (a) A person holding a position by appointment or permanent employment shall not be removed or otherwise subjected to any disciplinary penalty provided in this Article except for incompetence, misconduct, violation of departmental rules and regulations, or for committing or having been convicted of a felony or any crime involving moral turpitude, and then only after a formal hearing upon stated charges pursuant to 5.57 of this Agreement. The Union is entitled to be present at such formal hearing. Any member against whom any disciplinary action is contemplated may agree to an oral informal hearing, at which time he may elect to accept the findings and/or penalties as directed by the Fire Chief thus waiving the procedures contained in 5.57.

(b) Disciplinary action or measures shall consist only of the following: Reprimand, transfer, denial of a transfer, a fine not to exceed \$100 to be deducted from the employee's salary or wages, a suspension without pay for a period not to exceed two (2) months, demotion in grade and title, or permanent dismissal from the department; provided, however, that the time during which the accused employee was suspended without pay shall be considered as part of the penalty.

§5.56 (a) A person against whom disciplinary action is proposed shall be served with a copy of the charges, as per 5.54 and shall have ten (10) working days to answer the same in writing, said answer to be served upon the Fire Chief or upon the Office of the City Clerk, by hand delivery or by registered or certified mail. Where the accused employee defaults in answering, he shall be permitted to show matters in mitigation of any punishment that may be imposed.

(b) Within ten (10) working days after the receipt of the written answer to the charges preferred, or, if the accused defaults in answering, then within ten (10) working days after his time to answer has expired, the Fire Chief shall conduct an oral informal hearing upon the charges. At such informal hearing, the accused shall have the right to be represented by the Union, and, if he desires, by private legal counsel. He may, if he desires, present witnesses in his behalf. The Fire Chief shall have the power to dismiss, withdraw, or amend the charges if the informal hearing so warrants. As an alternative to a hearing before an impartial arbitrator as per 5.57 below, or to a formal hearing under Civil Service Law, 75, the accused employee may have the issue of guilt and the measure of punishment determined by the Fire Chief.

§5.57 In the event that the charges are not withdrawn, or dismissed, or the punishment accepted, after such informal hearing, and in the event that the Union and/or the employee is unsatisfied with the determination of the Fire Chief after said informal hearing, a request for an arbitration hearing may be brought only by the Union, through the procedure set up in Article 3.3, Arbitration, within ten (10) working days from the date the Union receives the decision of the Fire Chief from the informal hearing. In the alternative, the employee may elect to use the formal hearing procedure under Civil Service Law, 75.

§5.58 Such disciplinary arbitrator shall confine himself to a determination of guilt or innocence and the appropriateness of any proposed penalty. The decision or award of the arbitrator shall be final and binding on both parties.

§5.59 CSL Section 75, 4

- a. Notwithstanding any other provisions of law, no removal or disciplinary proceedings shall be commenced more than eighteen months after the occurrence of the alleged incompetency or misconduct complained of and described in the charges, however, that such limitations shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.
- b. The disciplined employee shall have the right to representation by the Union and, if he desires, by private legal counsel at each step of the proceeding.

§5.60

- a. The burden of proving the charges preferred shall be upon the person alleging same. The compliance with technical rules of evidence shall not be required.
- b. The time limits in this procedure may be extended by mutual agreement of the Employer and the employee, a Union representative, or legal counsel.
- c. After said arbitration hearing, the penalty or punishment imposed shall be as set forth in 5.55 (b). After a formal hearing pursuant to Civil Service Law 75, the penalty or punishment imposed shall be as indicated therein.
- d. If the charges are not sustained, the accused person shall be restored to his position with full pay for any period of suspension.
- e. If the accused person is found guilty, after a hearing pursuant to Civil Service Law, 75, a copy of the charges, his written answer thereto, a transcript of the hearing and the final determination itself shall be filed in the office of the Fire Chief, and a copy thereof shall also be filed with the Municipal Civil Service Commission.
- f. If the accused person is found guilty after a hearing pursuant to Civil Service Law, 75, he may appeal such determination either by application to the Municipal Civil Service Commission, or by application to the court in accordance with the provisions of Article 78 of the New York Civil Practice Law and Rules.
- g. If the accused employee elects to use the formal hearing procedure under Civil Service Law, 75, a copy of the transcript of the hearing shall, upon his request, be furnished to him without charge.
- h. If a hearing is held before a disciplinary arbitrator, and the Employer recommends the penalty of discharge, a verbatim stenographic transcript of the hearing shall be made, and a copy furnished to the arbitrator, to the Employer, and to the Union. One-half of the expense of such transcript shall be borne by the Union and one-half by the Employer.

§5.6 Promotions

§5.61 Permanent promotions to any rank within the negotiating unit shall be made only from those employees certified on an eligible list, after taking a written examination, pursuant to the applicable provisions of the Civil Service Law and rules and regulations adopted pursuant thereto. The Employer shall request (and to the extent that it lies in the Employer's power, shall require) that the appropriate Civil Service authority takes the steps necessary to ensure:

1. That eligible lists for all ranks in the negotiating unit are maintained at all times,
2. That all employees who have taken Civil Service examinations for promotion to any rank within the negotiating unit shall have the opportunity to review their examination papers at reasonable times and places,
3. That promotional examination for all ranks above fire driver fire fighter shall be open to all employees according to Civil Service Law.

5.7 Assignments

§5.71 Except for promotions as provided in Section 5.6 of this Agreement, all other assignments shall be at the discretion of the Fire Chief. If an employee is transferred by the Fire Chief from one assignment to another, he shall furnish to the employee a written statement of the specific reason or reasons for the transfer if the employee requests in writing that such a statement be furnished. Both the request and a copy of the statement shall be placed in the employee's personnel file.

§5.72 An employee temporarily assigned for one-half shift or more (five (5) hours or more on the day shift, seven (7) hours or more on the night shift) shall be compensated at no lower a step in the rank to which he is assigned than that which he currently holds in his regular rank. Such out of title pay shall be paid to such employee for each hour, over one-half of a shift, worked at the higher rank.

§5.73 Except in extreme emergencies, only employees covered by this Agreement, and / or the Fire Department Mechanic in the course of his duties as Fire Department Mechanic, shall be permitted to drive, operate, or assist in the operation of North Tonawanda Fire Department apparatus or to operate North Tonawanda Fire Department radios.

§5.74 Employees operating North Tonawanda Fire Department apparatus shall not be held responsible for persons boarding or riding on the apparatus who are under the influence of illegal drugs or alcoholic beverages.

§5.75 This Agreement requires all employees of the City of North Tonawanda Fire Department to attend all fires, regardless of whether such employees are, or are not on their regular tour of duty. Attendance at first aid calls shall not be required at such instances by employees who are off duty unless so ordered by the Fire Chief, Assistant Fire Chief, or superior officer on duty or present at the scene.

- §5.76** In the event that the City terminates a house, the assigned personnel in these stations will have the privilege, by seniority, to bump the man with the lowest seniority in the house of their choice, provided, however, such senior employee must be fully trained and qualified to perform such assignments within thirty (30) days after assignment.
- §5.77** In the event that the fire chief changes the qualifications of a house, the assigned personnel in these stations will have the privilege, by seniority, to bump the man with the lowest seniority in the house of their choice, provided, however, such senior employee must be fully trained and qualified to perform such assignments.
- §5.78** The Training Officer shall hold the rank of Assistant Chief and will be compensated as provided in Section 7.1 and shall follow the work schedule as provided in Section 6.24 of this Agreement.
- §5.79** The Fire Prevention Officer shall hold the rank of Assistant Chief and will be compensated as provided in Section 7.1 and shall follow the work schedule as provided in Section 6.24 of this Agreement. The Assistant Chief in charge of Fire Prevention shall be the head Fire Investigator

§6.0 SCHEDULES

§6.1 Platoon System

§6.11 The schedules shall be manned by platoons denominated:

- a.

Platoon I	Platoon III
Platoon II	Platoon IV
- b. A day Platoon consisting of the Fire Prevention Bureau and the Training Bureau.

§6.12 Assignment of employees to platoons shall be determined by the Fire Chief. Employees who wish to be considered for transfer to another platoon should a vacancy thereon occur, must submit a written request for transfer to the Fire Chief.

§6.13 If a permanent house vacancy exists on any platoon, including any officer position or relief driver position, the vacancy shall be posted conspicuously for ten (10) days prior to the assignment of an employee to fill said vacancy in order to allow all men in the department an opportunity to bid on said vacancy. The Fire Chief, with the approval of the Fire Committee or the Common Council, shall determine who shall be assigned to fill such vacancy. Seniority and suitability shall prevail when selecting a man for a permanent assignment. A permanent assignment shall be any assignment in excess of ninety (90) days. The Fire Chief shall award the permanent assignment, as provided in this section, within forty (40) days after posting.

The provisions of this section shall not be construed or interpreted to curtail the rights granted to management under Section 2.11 of this Agreement as such rights refer and apply to the assignment of personnel and filling vacancies.

A. The Fire Chief will post all permanent vacancies within thirty (30) days of the vacancy.

§6.2 Shifts

§6.21 The normal day shift shall begin at 8:00 A.M. and end at 6:00 P.M. The normal night shift shall begin at 6:00 P.M. and end at 8:00 A.M. on the following day.

§6.22 In accordance with present practice, employees may relieve each other between 6:30 A.M. and 8:00 A.M. and between 4:30 P.M. and 6:00 P.M., whichever applies, but an employee on duty may not go off duty until relieved.

§6.23 The schedule of duty for each platoon shall be as indicated in Appendix D, hereby added to the contract:

A. To reduce hours scheduled by Appendix D from 42 hours per week to 40 hours per week, the present schedule has been amended effective January 1, 2009 and is projected to December 31, 2011 on the 10-14 hour schedule, and will replace the present schedule with the understanding that only a reduction of 110 hours per man will be allowed.

- §6.24** Notwithstanding any other provisions of this Agreement, the Training Officer and Fire Prevention Bureau shall work forty (40) hours a week.
- §6.25** Fire Investigators will be assigned to the Fire Prevention Bureau when acting in the capacity of Fire Investigator.

§6.3 Changes in Schedules

- §6.31** The parties recognize that it may be necessary from time to time for the Fire Chief to make temporary adjustments or revision of the schedules set forth in the Article 6.
- §6.32** An employee on one shift may substitute for an employee on any shift, with the exception of the Day Platoon (Shift) with the consent of the other employee and of the officer-in-charge of the platoon involved;

Provided;

1. That the employee must report such substitution on the "Substitution Report Form" set forth in Appendix E, as a part of this Agreement.
2. That the employee consenting to such transfer shall become responsible for the attendance at the tour of duty.
3. After such substitution is approved by the officer-in-charge, such substitution shall not be canceled or withdrawn by any party.
4. That this section shall be applied without discrimination.
5. Such request for substitution must be either granted or denied at the time it is submitted, and such request will not be submitted more than thirty (30) days prior to the effective date of said substitution. . No substitution shall be approved or scheduled prior to submission of report form.

- §6.33** A substitution of a maximum of four (4) hours shall be permitted when an employee is working on overtime.

§6.4 Deferred Overtime

- §6.41** If an employee reports to a fire call when he would normally be off-duty, he shall be credited with one hour of deferred overtime off for each hour or portion thereof that he is on duty. Said deferred overtime shall be credited at the straight-time rate and not the overtime rate. An employee reporting for duty on city parade day or for fire inspection shall be credited with a day off for each day on which he so reports at the straight-time rate of pay.

Employees shall be required to report for a minimum of twenty-four (24) hours per year of mandatory training as scheduled by the training officer during the course of the calendar

year when such employee would otherwise not be on their regular tour of duty. Said mandatory training shall be credited at the straight-time rate of pay and not the overtime rate.

(The above Section 6.41 shall be effective from January 1, 1991. For the period from November 1, 1990, until December 31, 1990, said deferred overtime shall be credited at the overtime rate pursuant to an arbitrator's award issued August 31, 1990)

§6.42 For each ten (10) hours of deferred overtime off under paragraph 6.41 of this agreement, an employee may take one day shift off, and for each fourteen (14) hours of deferred overtime off under this Agreement, an employee may take one night shift off provided that he requests the officer in charge of his platoon for this shift off not later than 9:00 P.M. on the previous day for a day shift off and not later than noon of the same day for a night shift off.

Effective January 1, 1999, provided available personnel, and employee may request time off using deferred overtime, hour for hour. One hour of deferred overtime for each hour requested off. Full shifts off will take preference, and hour for hour requested time off will be on a first come basis.

- a) All time off granted by the Chief and/or Duty Officer shall be guaranteed off if the following conditions are met:
1. Such time off is requested less than ninety-six (96) hours in advance of the beginning of the shift for which the time off credit is to be used, and
 2. Sufficient staffing replacements are available to permit staffing the City's Fire Stations.

§6.43 Insofar as practicable, scheduled extra duty shall be distributed equally among the employees capable of performing the duty in question.

§6.44 An employee shall be paid in full from year to year and (0) hours carried over. For purposes of this section only, the year shall run from November 1st to October 31st. Any hours accumulated shall be paid in full on the first pay day in December of each year.

§6.5 Distribution of Scheduled Extra Duty

6.51 A "scheduled extra duty list" will be prepared for fire driver-fire fighters which will list all employees in that capacity in order of their seniority. Each time that scheduled extra duty occurs the list will be marked to show the following for each employee involved in that scheduled extra duty. Personnel on vacation shall be called for extra duty but shall not be charged for refusing

- a. Number of hours worked (Marked with "W") for each employee who actually worked the extra duty hours;
- b. Number of hours refused (marked with "R") for each employee who was offered the extra duty work but who refused it;

- c. Number of hours (marked with "F") for each employee who agreed to work or who was assigned to work but failed to actually work the hours;
- d. When a new employee is placed on shift, he shall be placed on the overtime list with an accumulated amount of hours equal to the average of all the men on the list at that time. The same procedure shall apply when a promotion occurs and the individual is placed on the officer overtime list.

Under "b" and "c" above, the number of hours marked on the list shall be the same number of hours as actually worked by the employees who performed the extra duty. Where the employees who performed the extra duty on a given occasion worked a varying number of hours, the number of hours marked in these two categories shall be the same as the number worked by the employee who worked the most hours of extra duty on that occasion.

A separate but otherwise identical list shall be maintained for Captains and Assistant Fire Chiefs as one group and Investigators as another group.

The following will not be called for extra duty, personnel off on personal day, sick leave, bereavement, or substitution and members of the executive board while representing the Union in an official capacity. For out of town Union related or IAFF related funerals, the President of the Union or his designee shall be exempted and will not be called for extra duty.

Personnel on vacation shall be called for extra duty but shall not be charged for refusing.

- §6.52** When extra duty is scheduled by the Fire Department, the officer authorized by the Fire Chief shall approach the employees on the appropriate list who has the least number of hours charged against him (regardless of the reason those hours were charged) and who will be off duty at the time of the extra duty, will state the nature of the extra duty, and will offer the extra duty to him. The officer will then approach the next off duty employee who has the next least number of hours charged and will continue in this fashion until sufficient employees have agreed to perform the extra duty. The number of employees required for extra duty will be determined by the Fire Chief or his authorized representative. If two or more employees have an equal number of hours charged to them, the officer will first approach the most senior of the employees with the same number of hours charged. When calling for extra duty (overtime) for partial shifts, the officer shall call the off duty shift first. If no one is available from the off duty shift, the officer can then call the on-duty shift.
- §6.53** If an insufficient number of employees agree to perform the scheduled extra duty, the off duty employee(s) who has the least amount of hours charged to him (them) will be assigned to perform the extra duty.
- §6.54** An employee who refuses extra duty will be charged as provided in paragraph 6.51 above, but if he is later assigned to perform the duty as provided in paragraph 6.53 above, he will only be charged with the hours worked. An employee who agrees or is assigned to perform the extra duty but who fails to perform it will be charged as provided in paragraph 6.51 above. Failure to perform extra duty, whether agreed upon or assigned, without reasonable cause may result in action pursuant to section 5.5 of the Agreement.

- §6.55** None of the provisions of this procedure apply to jobs for which specialized skills are required. Present examples of such jobs are the duties of the fire equipment mechanic, the fire prevention officer (including training duties) fire training officer, photographic duties, and fire investigation. If, at any time after the signing of this Agreement, new or additional employees are to be assigned to such jobs, or to new jobs whose duties require specialized skills, the job will be posted for at least ten (10) working days in all fire stations and all employees who apply for such jobs by signing the posting will be considered on the basis of their qualifications to perform the duties of such jobs.
- §6.56** Effective January 1, 1999, Employees erroneously overlooked for extra duty who were bypassed for overtime on the "scheduled extra duty list" described in Section 6.5 will be compensated two (2) hours of deferred overtime.

§7 .0 COMPENSATION

§7.1 Annual Salaries

Salaries on January 1, 2012 will be increased by one and one quarter percent (1.25%) over the 2011 levels and on July 1, 2012 will be increased by one and one quarter percent (1.25%) over the January 1, 2012 levels.

Salaries on January 1, 2013 will be increased by one and one and one half percent (1.5%) over the July 1, 2012 levels and on July 1, 2013 will be increased by one and one half percent (1.5%) over the January 1, 2013 levels.

Salaries on January 1, 2014 will be increased by two percent (2%) over the July 1, 2013 levels.

Salaries on January 1, 2015 will be increased by two percent (2%) over the January 1, 2014 levels, said raises to be applied equally across the board as follows:

Effective January 1, 2012

Fire Driver/Fire Fighter	Step 1	Step 2	Step 3	Step 4
<i>Annual Salary</i>	\$49,509	\$52,570	\$55,645	\$58,715
<i>Daily Rate (8 Hours)</i>	\$189.68	\$201.20	\$213.20	\$224.96
<i>Hourly Rate</i>	\$23.71	\$25.17	\$26.65	\$28.12
<i>Overtime Hourly Rate</i>	\$35.565	\$37.755	\$39.975	\$42.180
Fire Captain				
	Rate			
<i>Annual Salary</i>	\$65,489			
<i>Daily Rate (8 Hours)</i>	\$250.88			
<i>Hourly Rate</i>	\$31.56			
<i>Overtime Hourly Rate</i>	\$43.575			
Asst. Fire Chief & Training Officer			Rate	
<i>Annual Salary</i>			\$73,349	
<i>Daily Rate (8 Hours)</i>			\$280.96	
<i>Hourly Rate</i>			\$35.12	
<i>Overtime Hourly Rate</i>			\$52.680	
Fire Prevention Bureau				
	Fire Driver/Fire Fighter		Fire Captain	
<i>Annual Salary</i>	\$60,657		\$67,425	
<i>Daily Rate (8 Hours)</i>	\$232.40		\$258.32	
<i>Hourly Rate</i>	\$29.05		\$32.29	
<i>Overtime Hourly Rate</i>	\$43.575		\$48.435	

Effective July 1, 2012

Fire Driver/Fire Fighter	Step 1	Step 2	Step 3	Step 4
<i>Annual Salary</i>	\$50,128	\$53,227	\$56,341	\$59,449
<i>Daily Rate (8 Hours)</i>	\$192.00	\$203.92	\$215.84	\$227.76
<i>Hourly Rate</i>	\$24.00	\$25.49	\$26.98	\$28.47
<i>Overtime Hourly Rate</i>	\$36.000	\$38.235	\$40.470	\$42.705
Fire Captain				
	Rate			
<i>Annual Salary</i>	\$66,308			
<i>Daily Rate (8 Hours)</i>	\$254.00			
<i>Hourly Rate</i>	\$31.75			
<i>Overtime Hourly Rate</i>	\$47.625			
Asst. Fire Chief & Training Officer				
		Rate		
<i>Annual Salary</i>		\$74,266		
<i>Daily Rate (8 Hours)</i>		\$284.48		
<i>Hourly Rate</i>		\$35.56		
<i>Overtime Hourly Rate</i>		\$53.340		
Fire Prevention Bureau				
	Fire Driver/Fire Fighter	Fire Captain		
<i>Annual Salary</i>	\$61,415	\$68,268		
<i>Daily Rate (8 Hours)</i>	\$235.28	\$261.52		
<i>Hourly Rate</i>	\$29.41	\$32.69		
<i>Overtime Hourly Rate</i>	\$44.115	\$49.035		

Effective January 1, 2013

Fire Driver/Fire Fighter	Step 1	Step 2	Step 3	Step 4
<i>Annual Salary</i>	50,880	\$54,025	\$57,186	\$60,341
<i>Daily Rate (8 Hours)</i>	\$194.88	\$206.96	\$219.04	\$231.12
<i>Hourly Rate</i>	\$24.36	\$25.87	\$27.38	\$28.89
<i>Overtime Hourly Rate</i>	\$36.540	\$38.805	\$41.070	\$43.335
Fire Captain				
Rate				
<i>Annual Salary</i>	\$67,303			
<i>Daily Rate (8 Hours)</i>	\$257.84			
<i>Hourly Rate</i>	\$32.23			
<i>Overtime Hourly Rate</i>	\$48.345			
Asst. Fire Chief & Training Officer				
Rate				
<i>Annual Salary</i>	\$75,380			
<i>Daily Rate (8 Hours)</i>	\$288.80			
<i>Hourly Rate</i>	\$36.10			
<i>Overtime Hourly Rate</i>	\$54.150			
Fire Prevention Bureau				
	Fire Driver/Fire Fighter	Fire Captain		
<i>Annual Salary</i>	\$62,336	\$69,292		
<i>Daily Rate (8 Hours)</i>	\$238.80	\$265.44		
<i>Hourly Rate</i>	\$29.85	\$33.18		
<i>Overtime Hourly Rate</i>	\$44.775	\$49.770		

Effective July 1, 2013

Fire Driver/Fire Fighter	Step 1	Step 2	Step 3	Step 4
<i>Annual Salary</i>	\$51,643	\$54,835	\$58,044	\$61,246
<i>Daily Rate (8 Hours)</i>	\$197.84	\$210.08	\$222.32	\$234.64
<i>Hourly Rate</i>	\$24.73	\$26.26	\$27.79	\$29.33
<i>Overtime Hourly Rate</i>	\$37.095	\$39.390	\$41.685	\$43.995
Fire Captain				
	Rate			
<i>Annual Salary</i>	\$68,313			
<i>Daily Rate (8 Hours)</i>	\$261.68			
<i>Hourly Rate</i>	\$32.71			
<i>Overtime Hourly Rate</i>	\$49.065			
Asst. Fire Chief & Training Officer			Rate	
<i>Annual Salary</i>			\$76,511	
<i>Daily Rate (8 Hours)</i>			\$293.12	
<i>Hourly Rate</i>			\$36.64	
<i>Overtime Hourly Rate</i>			\$54.960	
Fire Prevention Bureau				
	Fire Driver/Fire Fighter		Fire Captain	
<i>Annual Salary</i>	\$63,271		\$70,331	
<i>Daily Rate (8 Hours)</i>	\$242.40		\$269.44	
<i>Hourly Rate</i>	\$30.30		\$33.68	
<i>Overtime Hourly Rate</i>	\$45.450		\$50.520	

Effective January 1, 2014

Fire Driver/Fire Fighter	Step 1	Step 2	Step 3	Step 4
<i>Annual Salary</i>	\$52,676	\$55,932	\$59,205	\$62,471
<i>Daily Rate (8 Hours)</i>	\$201.76	\$214.24	\$226.80	\$239.28
<i>Hourly Rate</i>	\$25.22	\$26.78	\$28.35	\$29.91
<i>Overtime Hourly Rate</i>	\$37.830	\$40.170	\$42.525	\$44.865
Fire Captain				
Rate				
<i>Annual Salary</i>	\$69,679			
<i>Daily Rate (8 Hours)</i>	\$266.96			
<i>Hourly Rate</i>	\$33.37			
<i>Overtime Hourly Rate</i>	\$50.055			
Asst. Fire Chief & Training Officer				
Rate				
<i>Annual Salary</i>	\$78,041			
<i>Daily Rate (8 Hours)</i>	\$298.96			
<i>Hourly Rate</i>	\$37.37			
<i>Overtime Hourly Rate</i>	\$56.055			
Fire Prevention Bureau				
	Fire Driver/Fire Fighter	Fire Captain		
<i>Annual Salary</i>	\$64,536	\$71,738		
<i>Daily Rate (8 Hours)</i>	\$47.20	\$274.80		
<i>Hourly Rate</i>	\$30.90	\$34.35		
<i>Overtime Hourly Rate</i>	\$46.350	\$51.525		

Effective January 1, 2015

Fire Driver/Fire Fighter	Step 1	Step 2	Step 3	Step 4
<i>Annual Salary</i>	\$53,730	\$57,051	\$60,389	\$63,720
<i>Daily Rate (8 Hours)</i>	\$205.84	\$218.56	\$231.36	\$244.08
<i>Hourly Rate</i>	\$25.73	\$27.32	\$28.92	\$30.51
<i>Overtime Hourly Rate</i>	\$38.595	\$40.980	\$43.380	\$45.765
Fire Captain				
Rate				
<i>Annual Salary</i>	\$71,073			
<i>Daily Rate (8 Hours)</i>	\$272.24			
<i>Hourly Rate</i>	\$34.03			
<i>Overtime Hourly Rate</i>	\$51.045			
Asst. Fire Chief & Training Officer				
Rate				
<i>Annual Salary</i>	\$79,602			
<i>Daily Rate (8 Hours)</i>	\$304.96			
<i>Hourly Rate</i>	\$38.12			
<i>Overtime Hourly Rate</i>	\$57.180			
Fire Prevention Bureau				
	Fire Driver/Fire Fighter	Fire Captain		
<i>Annual Salary</i>	\$65,827	\$73,173		
<i>Daily Rate (8 Hours)</i>	\$252.16	\$280.32		
<i>Hourly Rate</i>	\$31.52	\$35.04		
<i>Overtime Hourly Rate</i>	\$47.280	\$52.560		

- §7.10** An employee appointed hereafter shall be placed in Step 1 of the applicable salary schedule, set forth in paragraph 7.11 of this Agreement, and shall thereafter advance to the next higher step on the first day of the first pay day following his anniversary date.
- §7.11** Effective January 1, 2006, New employees are to be paid at eighty percent (80%) of the of the Step 1 salary from their date of hire until they complete the Fire Academy.
- §7.12** If a delay prevents a new employee from attending the Fire Academy within thirty (30) days of hire, that employee's date of hire, that employee will be paid one hundred percent (100%) of Step 1 salary for additional days, until such time as the employee begins attendance at the Fire Academy.
- §7.13** Except as provided in this Agreement, no additional compensation shall be paid to any employee, whether for additional duties or otherwise, except by mutual consent of the Employer and the Union.
- §7.14** Overtime will be paid to an employee, either in compensated time or monetarily, at his discretion. If monetarily, to be paid at the regular rate of such employee based on the current salary schedules. The following work will be considered overtime: If an employee is called back to work after having completed his regular shift or on a day when he is not assigned for duty, overtime shall be paid as specified above. On any call back, a minimum of two (2) hours pay shall be paid regardless of whether the employee works two (2) hours during such overtime period or not. If compensated monetarily, employee will be paid such overtime the first pay period following the period the overtime was accumulated except for the last pay period in December when a supplementary payroll is prepared.
- §7.15** Employees reporting for duty when they would not otherwise be scheduled, for fire investigation, provided they are qualified for same, will receive out of title pay only, to the exclusion of overtime, at the overtime rate of the Fire Fighter/Fire Driver in the Fire Prevention Bureau, and all Officers will be paid their respective overtime rate as indicated in section 7.1.
- §7.21** Each participant who successfully completes all the requirements of the NYS Certified Level 3 Critical Care Technician or equivalent training shall receive a \$0.60 (sixty cent) per hour wage increase payable as prescribed in the following schedule:
- (1) A \$0.15 (fifteen cent) per hour wage increase payable on the first full pay period following written notification of successful completion from the State of New York.
 - (2) An additional \$0.15 (fifteen cent) per hour wage increase six (6) months from said written successful notification date.
 - (3) An additional \$0.15 (fifteen cent) per hour wage increase twelve (12) months from said written successful notification date.
 - (4) An additional \$0.15 (fifteen cent) per hour wage increase eighteen (18) months from said written successful notification date.

To be eligible for continued payment of said additional wage increase, the employee must maintain said Level 3 Critical Care Technician Certificate.

Employees who participate in this non-mandatory EMS Training will not be compensated for personal time spent in any required classroom or clinical training necessary to complete this course.

Employees who participate in this non-mandatory EMS Training will be protected against injury or illness consistent with, but not limited to, all the provisions provided for in the Collective Bargaining Agreement during any and all required classroom or clinical training necessary to complete said course.

§7.22 Employees assigned to drive Rescue 1 must have successfully completed and maintain a minimum of certification as a Level 3 Critical Care Technician.

§7.23 Medical Officer

The medical officer shall be a member of Local 1333 and will be appointed by and serve at the pleasure of the Fire Chief. To be eligible to be appointed medical officer, the member must have and maintain certification as a Level 3 Critical Care Technician or higher. The medical officer will be responsible for the day-to-day operations of the North Tonawanda Fire Department Emergency Medical Service operations. The medical officer will be responsible for the on going certifications of membership and the department. The medical officer will receive an annual stipend of one thousand dollars (\$1,000.00), which will be paid on the first pay in December

§8.0 HOLIDAYS

§8.1 Holidays Declared

§8.11 Each of the days listed below is declared to be holiday:

- a. New Year's Day
- b. President's Day *
- c. Good Friday (according to the liturgical calendar)
- d. Memorial Day*
- e. Independence Day
- f. Labor Day
- g. Columbus Day *
- h. Election Day
- i. Veterans' Day
- j. Thanksgiving Day
- k. Christmas Eve
- l. Christmas Day
- m. Employee's Birthday
- n. Section 63 Veterans Credit**

*** Federally designated Monday is the celebration date.**

**** Qualifying Veteran's only.**

(b) Each member of the Union covered by this Agreement shall be entitled to one (1) birthday holiday per calendar year during the term of this contract.

§8.12 Any other day declared to be a holiday or half-holiday by the Mayor with the approval of the Common Council for other City employees shall be a holiday or half-holiday for employees covered by this Agreement.

§8.2 Holiday Compensation

§8.21 Insofar as the needs of the Fire Department, as determined by the Fire Chief, may permit, employees shall be granted the day or half- day off without loss of pay on a holiday or half holiday, as the case may be.

§8.22 Each employee shall receive his regular pay on a holiday whether such employee is on a day off or works such day. An employee who is on a day off on a holiday shall receive his legal pay plus a compensatory day off credit or half credit for such holiday or half-holiday. An employee who works on a holiday shall receive his regular pay plus a compensatory day off credit or half credit for such holiday or half-holiday. Holiday "off lists" shall be maintained for the fire driver fire fighters on each platoon. Each platoon list will show the fire driver fire fighters in that platoon in numerical order in accordance with present practice. An employee who is at the top of the holiday list for the next succeeding holiday shall have the option of working on such holiday, in which case he will receive his regular

pay plus a compensatory day off credit or half credit for such holiday or half-holiday, or he may elect to take the day off, in which case he will receive only his regular pay for such day. An employee may receive a compensatory day off for each full credit he has accumulated. An employee must apply in writing to the Fire Chief for such a day off on the form provided in Appendix B not less than five (5) working days prior to the requested day off. If the needs of the Fire Department, as determined by the Fire Chief, permit the day off will be granted. If the requests of less than all of those employees who requested the same day off can be so granted, the following rules will apply:

- i. The needs of the Fire Department, including the need for the particular skills of the employees seeking the day off shall be given primary consideration;
 - ii. Thereafter, the employee who first requested the day off shall be granted the day off.
- A. Effective January 1, 1994: For each credited holiday, an employee shall receive twelve (12) hours of his current pay and for each credited half holiday, an employee shall receive six (6) hours pay.

§8.23 On the first pay day in November of each year, employees shall be paid one day's pay or one-half day's pay, as the case may be, for each compensatory day off credit or half credit which he has accumulated since the first pay period in November of the preceding calendar year, less any compensatory days off which the employee has received during that period.

§8.24 If an employee is absent on:

1. Either his last scheduled work day before or his first scheduled work day after a holiday on which the employee was not required to work (or a compensatory day off granted in lieu of a holiday), **or**
2. On a holiday when he was scheduled to work, the employee's absence on any such day shall be charged as a compensatory day off, within the meaning of paragraph 8.22 of this Agreement, unless his absence was excused in advance by the Fire Chief or was part of his vacation or a paid leave of absence.

§8.30 YS Public Officers Law Veterans' Observance

Effective January 1, 1999

§8.31 All honorably discharged veteran's of the North Tonawanda Fire Department will be eligible for **one** additional holiday per calendar year, in compliance with Section 63 of the New York State Public Officers Law. Eligibility for this benefit must also include submission to the Fire Chief of a DD-214 from the Department of Defense and or proof of 6 months of cumulative Active Service in the Reserves in applicable periods listed in the statute.

§8.32 This additional holiday will be provided and enumerated for them in Section 8.11. Compensation for this holiday will be set forth in Section 8.22 of this agreement. Qualifying employees receiving this benefit will not be granted preference when applying for leave in accordance with Section 8.22 (A) of the agreement. Qualifying employees will be eligible

from and subject to the same requirements of current platoon holiday “off lists” maintained in accordance with present fire department practice.

§8.33 Employees will be eligible for this benefit January 1st of each calendar year.

§9.0 VACATIONS

§9.1 Definitions

§9.11 The following definitions apply in interpreting Article 9 of this Agreement:

1. "Vacation year" means the calendar year.
2. "Vacation week" means a period of seven consecutive calendar days (four working days).

§9.2 Vacation Allowed

§9.21 Subject to the provisions of the Laws of 1957, Chapter 413, as amended (Unconsolidated Laws, 1012), an employee is entitled to the number of vacation weeks with pay listed below opposite his number of years of service with the North Tonawanda Fire Department shown below:

Years of Service	Amount of Vacation
1 year, but less than 5 years	2 weeks
5 years, but less than 10 years	3 weeks
10 years, but less than 15 years	4 weeks
15 years, but less than 20 years	5 weeks
20 years and over	6 weeks

If an employee will be entitled to an increased amount of vacation during the vacation year because he will complete more years of service, he may not take such increased amount of vacation until he has actually completed the required year. Vacations must not be accumulated from vacation year to vacation year. An employee entitled to a vacation must take his vacation during the vacation year or forfeit it. However, if an employee was unable to take any or all of the vacation to which he was entitled because in the judgment of the Fire Chief, the needs of the Fire Department were such that the employee could not be permitted time off for vacation, the employee shall be paid for such unused vacation not later than the first pay day after the end of the vacation year.

§9.23 If an employee is terminated before he has received all of the vacation pay to which he is entitled during the vacation year in which he is terminated, he shall at the time of his termination, or not later than the first pay day thereafter, be paid the amount of vacation pay still owing to him.

§9.24 If an employee is laid off before he has received all of the vacation pay to which he is entitled during the vacation year in which he starts on layoff, at his request he may be paid the amount of vacation pay still owing to him at the time he is laid off or not later than the first pay day thereafter.

§9.3 Vacation Schedules

- §9.31** Not later than January 1st of each year, the Fire Chief shall post a list for each platoon showing the amount of vacation to which each employee will be entitled during the vacation year. The Fire Chief shall also post a blank vacation calendar for each platoon for the vacation year. Not later than February 1st, each employee shall indicate on the vacation calendar for his platoon the period or periods during which he desires to take his vacation. An employee must select one or more vacation periods of not less than one calendar week each. Vacation shall be taken in periods of at least seven (7) consecutive days. However, employees with six (6) weeks' vacation may take three (3) weeks in shorter periods; employees with five (5) or more weeks may take two (2) weeks in shorter periods; and employees with three (3) or four (4) weeks may take one (1) week in shorter periods, with the permission of the officer in charge. It is to be understood, however, that this week of vacation taken in less than seven (7) consecutive days shall not constitute more days off than the employee would have been entitled to had he taken his vacation in a period of seven (7) consecutive days. If an employee fails to select all of the vacation to which he is entitled, the Fire Chief shall have authority to select and assign said vacation at the Chief's discretion.
- §9.32** Insofar as the needs of the Fire Department, as determined by the Fire Chief, permit, an employee may select the vacation period or periods he most prefers. If two or more employees indicate on the vacation calendar for their platoon that they desire the same vacation period, and the needs of the Fire Department, as determined by the Fire Chief, do not permit all of them to be on vacation at the same time, preferences shall be given in accordance with present practice.
- §9.33** Not later than March 1, the Fire Chief shall post the vacation schedule for each platoon for the vacation year. In preparing the vacation schedules, the Fire Chief must observe the requirements of paragraphs 9.31 and 9.32 of this Agreement.
- §9.34** After the vacation schedule has been posted, any employee may change his vacation to a different period if:
1. Either the new vacation period is open or the employee who is scheduled for that vacation period consents to the change, **or**
 2. The employee, through illness or accident, could not take his vacation credits within the vacation year as provided in this Article, the employee shall be allowed to schedule and use his vacation credits accrued within a 90 day period upon return to work from the described leave of absence.
- §9.35** After the vacation schedule has been posted, the Fire Chief may cancel an employee's scheduled vacation period or may change an employee's scheduled vacation period to a different period, if the needs of the Fire Department, as determined by the Fire Chief, require such a cancellation or change. The Fire Chief shall give the affected employee as much notice as is practicable of such a cancellation or change. If the Fire Chief elects to change an employee's period pursuant to this paragraph, the employee shall have the option of foregoing his vacation and accepting pay in lieu thereof pursuant to paragraph

9.22 of this Agreement, or scheduling and using such vacation credits within a ninety (90) day period.

Canceling vacations for the purpose of defraying overtime shall not be allowed.

§10.0 SICK LEAVE

§10.1 Purpose of Sick Leave

§10.11 The purpose of sick leave with pay is to afford an employee a degree of protection against the loss of pay which he would otherwise incur because of absence from his position by reason of an injury or illness other than an occupational injury or disease. Sick leave with pay is not to be granted for any other purpose. Interpretations of the provisions of this Article 10 must be consistent with the principles expressed in this paragraph.

§10.12 Sick leave shall apply to absence due to illness of an employee's immediate family residing in his household. For the purposes of this section, "immediate family" shall be limited to the employee's spouse and children. The amount of sick leave for this purpose is limited to ten (10) working days per calendar year and the employee shall only be entitled to utilize no more than three (3) sick days with-in a seven (7) day period. If required, the medical certificate must briefly describe the nature of the illness or injury of the employee's family member in question.

§10.2 Sick Leave Credits

§10.21 For each month of service with the employer, an employee shall be credited with twelve (12) hours of sick leave credit for said month of service. Sick leave will then be taken on the basis of hours in the individual shift. For the purpose of this paragraph, a "month of service" is a month in which an employee has been on the employer's active payroll for at least one full pay period.

§10.22 Sick leave credits may be accumulated up to a maximum of two thousand one hundred sixty (2160) hours. Such accumulation shall include sick leave credits accumulated by an Employee prior to the effective date of this agreement. The presently existing sick leave day credits shall be converted to hourly credits on the effective date of this agreement and hereinafter used as indicated in Section 10.33. Any sick leave day credits presently existing for employees shall be converted to hourly credits by the granting of twelve (12) hours of sick leave credit per each day of existing sick leave credits.

§10.23 Effective January 1, 1999, upon termination of employment, a firefighter, officer or his estate, shall be paid thirty five percent (35%) of the present value of accumulated sick leave. To be eligible for said payment, an employee must:

1. Have completed ten (10) years service with the North Tonawanda Fire Department, and
2. Said termination must not be for just cause.

§10.3 Qualification for Sick Leave

- §10.31** To be granted sick leave with pay, an employee must meet each of the qualifications set forth in this Section 10.3.
- §10.32** An employee must apply for sick leave pay on the “Sick Leave Application” form set forth in Appendix C of this Agreement. All information required by the form must be accurately supplied by the employee. If, by reason of his illness or injury, an employee is unable to submit the form, it may be submitted by:
1. The employee’s spouse, parent, or an adult resident in the employee’s home; or
 2. An officer or employee of the Employer (designated by the Employer for this purpose) based on information supplied by the employee’s attending physician.
- §10.33** An employee must have accumulated sick leave credit hours which equal or exceed the number of hours for which sick leave pay has been requested.
- §10.34** An employee must have given notice of his absence because of sickness to his immediate supervisor (or a superior of his immediate supervisor) within two (2) hours prior to the employee’s regular starting time on the first day of absence for which sick leave pay is requested, or the employee must have had someone give such notice for him if it is not reasonably practicable for him to give such notice; provided, however, that the foregoing notice requirement shall be waived if an emergency prevents the giving of notice.
- §10.35** An employee must have furnished a medical certificate for an absence of four (4) or more consecutive working days. Only one medical certificate will be required for a period of uninterrupted absence due to employee sickness. In any case, the Fire Chief may require an examination by the City physician, or other physician of the City’s choice, or any other acceptable evidence that the illness, injury, or disease is bonafide.
- §10.36** To meet the requirements of paragraph 10.35, a medical certificate must:
1. Be signed by a person licensed to practice medicine,
 2. Describe briefly the nature of the illness or injury which resulted in the employee’s absence,
 3. State the date or dates on which the person signing the certificate treated the employee for the illness or injury which resulted in the employee’s absence, and
 4. State that the employee is fit to resume the duties of his position.

§10.4 Disqualification for Sick Leave

§10.41 Repeated absence because of non-occupational illness or injury which seriously affects the efficient performance of the duties assigned to the employee's position may result in one or more of the following:

1. Disqualification for sick leave pay regardless of the number of sick leave days credited to the employee, and
2. Discipline or discharge of the employee, subject to applicable provisions of the Civil Service Law, if any.

§10.42 If an employee engages in gainful employment while on sick leave, he:

1. Shall be disqualified for sick leave pay regardless of the number of sick leave days credited to him, and
2. He may be disciplined or discharged, subject to applicable provisions of the Civil Service Law, if any.

§10.43 If an employee falsifies his "Sick Leave Application" form or if he furnishes, causes to be furnished, or acquiesces in the furnishing of false information for his "Sick Leave Application" form or a medical certificate, he:

1. Shall be disqualified for sick leave regardless of the number of sick leave days credited to him, and
2. He may be discharged or disciplined, subject to applicable provisions of the Civil Service Law, if any.

§10.5 Sick Leave Bank

§ 10.51 The purpose of the sick leave bank (hereinafter referred to as bank) is to provide a qualified employee with additional protection against loss of pay which the qualified employee would otherwise incur because of absence from his position by reason of extended injury or extended illness other than an occupational injury or disease.

§ 10.52 Upon the inception of this section and the execution of this Agreement between the parties, each employee within thirty (30) calendar days, or in any event, no later than the time his probationary period of employment is over, shall execute a document stating his intention to be a participant in the sick leave bank program and to authorize the City to deduct hour(s) from the said employee's accumulated sick leave time for the purpose of funding the said sick leave bank, per 10.53 infra. Subsequent to the said thirty (30) days after the inception of this plan, an employee may not become a participant in the sick leave bank program except upon the written confirmation of both the L-1333 and the City of their express desire that such employee be allowed to participate in this program. A qualified employee is a

participating employee who is a member of the Local 1333 and who has met the following requirements:

1. has been ill or injured, other than by reason of an occupational illness, injury or disease, for at least five (5) working days after the requirements of 2 and 3 below have been met, and;
2. has exhausted all accumulated sick leave time, personal leave, vacation time and deferred overtime as of the date of the application, and;
3. has furnished a medical certificate evidencing his injury or illness for which application is being made, pursuant to paragraph 10.35 and 10.36.

§ 10.53 The initial funding, of the sick leave bank, as any member of the Local 1333 becomes a participant in the sick leave bank program pursuant to paragraph § 10.52 hereof, the City will contribute twelve (12) hours of the sick leave bank for each twelve (12) hours contributed thereto by each participating employee of the North Tonawanda Fire Department.

January 1st of each calendar year all Sick Time Hours overage, stated in §10.22 of this agreement, from each member of covered by this Collective Bargaining Agreement will be added to the 'Bank". This will continue until the Sick Bank establishes a maximum hours of two thousand (2000).

Should the bank's level of sick days ever be reduced to four-hundred fifty-six (456) hours or less, and then in that event, the sick leave bank will be refunded as follows: Written notice will be posted in Headquarters of the North Tonawanda Fire Department that refunding is called for and will take place. Each participating employee will contribute twelve (12) hours of accumulated sick leave to the said bank by executing a document stating his intention to do so. Such refunding shall take place automatically and under the direction and supervision of the administrative or personnel office if the City is responsible for the crediting and paying of sick leave time.

§10.54 Use of the bank shall be determined by an Administrative Committee after application has been made by a qualified employee.

Applications shall be made on the attached form Appendix J which is hereby incorporated into this Agreement. Use of the bank may be by more than one qualified employee at any given time. Each qualified employee is limited to a maximum of six hundred (600) sick leave hours from the bank on each incident involving illness or injury as described in paragraph 10.51 See Appendix J as made a part hereof.

§10.55 An Administrating Committee shall be a Standing Committee composed of two (2) members: one member shall be appointed by the Local 1333, one member shall be appointed by the City, and one other member consented to be appointed as needed, in case of a controversy, by the Standing Committee and shall be appointed without either party unreasonable withholding consent.

1. The Administrating Committee shall make its determinations rulings and decisions by a majority vote.
2. The Administrating Committee may require by a majority vote, an examination by the City physician, or other physician to be used in their consideration of the qualified employee's application or continued use of the bank. The arrangements shall be made by the Committee for the appointment. Payment for such examination shall be made by the City.
3. In the event such qualified employee shall fail to submit or refuse consent to such medical examination, he shall be deemed to have waived his rights under this Article and his application withdrawn.
4. The Administrating Committee shall have the power, authority and responsibility to review an accepted applicant's use of "bank" and may require physicals at intervals, as requested by the Administrating Committee, if a use of the bank continues longer than two hundred and forty (240) hours.
5. The Administrating Committee shall have the power to request the applicant to reimburse the "bank" up to the hours requested.

§10.56 The City shall provide a list of sick time for qualified employee for use by the Administrating Committee, as requested.

§11.0 LEAVES OF ABSENCE

§11.1 Leaves of Absence with Pay

- §11.11** The Employer will grant leave of absence without loss of pay to an employee designated by the Union to attend local, state or inter-state conferences or conventions or other functions (for the good and welfare of the membership) sponsored by organizations with which the Union is affiliated, with the approval of the executive board, provided:
1. No more than three employees are on leave for this purpose at the same time.
 2. Not later than one month in advance of the first day of the requested leave, the Union has given official notice of the name of the employee so designated, the beginning and ending dates of the requested leave, and the specific purpose of the requested leave,
 3. Notwithstanding the provisions of Section 11.11 (2) above, for regular monthly union meeting of Local 1333 and for Western New York Firefighters regional meetings, permission will be given to the officers designated above to attend such meetings on ten (10) days notice to the Fire Chief, and
 4. Not more than a total of two hundred and eighty-five (285) hours in hourly or daily increments, (whether granted to one employee or more than one employee) for this purpose will be granted during any contract year of this Agreement.
- §11.12** An employee, who is injured in the performance of his duties or who is taken sick as the result of the performance of his duties shall be entitled to the benefits of Section 207-a of the General Municipal Law.
- §11.13** The Employer will grant leave of absence without loss of pay to an employee if there has been a death in the employee's immediate family, provided:
1. As used in this paragraph, "immediate family" includes only spouse, child, parent, grandparent, grandchild, sister, brother, father-in-law, mother-in-law, and a person occupying the position of a parent of the employee or his spouse;
 2. The employee attends the funeral;
 3. Only the employee's regularly scheduled working days which are within four (4) calendar days of the funeral will be granted as days of leave and not more than five (5) regularly scheduled working days will be granted as days of leave for each death in the employee's immediate family; and
 4. Bereavement leave will be granted for the purpose of attending the funeral of a brother-in law and sister-in-law for both shifts on the day of such funeral. No

further bereavement leave will be granted in the case of brothers-in-law and sisters-in-law.

§11.14 Personal Leave

The Employer will grant leave of absence without loss of pay to an employee for personal reasons, provided:

1. The employee has requested, in writing, that the requested leave be granted not later than three (3) working days prior to the day the requested leave is to begin at which time the request must be approved or disapproved. Such request shall state the day or days on which leave is requested. Once the Employer has granted such leave, such consent shall not be revoked and the employee shall not be allowed to cancel such leave. In an emergency situation, the requirement of three days' notice shall not apply and such leave shall not be denied.
2. Not more than three (3) days of leave for this purpose will be granted to an employee during any contract year of this Agreement; and
3. Days of leave for this purpose must be taken in units of a full day.

§11.15 Jury Duty

1. Employees shall be granted a leave of absence with pay when they are required to report for jury duty or jury service. An employee must notify his immediate supervisor no later than his first scheduled shift following receipt of a notice of selection for jury duty or examination, and must provide proof of the necessity of such service to the Fire Chief.
2. Employees are required to work all available reasonable hours outside of those actually required for jury duty, or jury duty examination in accordance with the employee's work schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.
3. Employees scheduled for jury duty and complete a full day of jury duty shall not be required to report for their regularly scheduled duty on the night shift that same day.
4. Employees, who are receiving a paid leave of absence and are excused from serving as a juror prior to 11a.m. on regularly scheduled work days, shall report to their assigned work station to finish their tour of duty. Employees excused prior to 11a.m. and scheduled to work the night shift on that day must report to duty for that night shift, unless he is scheduled for jury duty the next day, exempting him from said night shift duty.
5. The City shall have the right to seek a waiver from jury duty for the employee. Employees exempted from jury duty must accept the exemption or shall not be paid by the City for such time.

6. An employee on jury duty shall receive his full pay during the entire period required to fulfill the needs of the court. Any allowance paid to jurors shall be signed over to the City of North Tonawanda.
7. An employee shall be relieved of duty if he/she is held over for any reason from his/her regular tour of duty and he/she is scheduled to report for jury duty. Hold over from regular duty, assigned or unassigned, shall not conflict with the employee's appointment for scheduled jury duty.

§11.16 Civic Duty

Employees subpoenaed to appear before a court or other public body on any matter related to their work, and in which they are not personally involved as a plaintiff or defendant and he/she is not receiving remuneration for their testimony, shall be granted leave with pay for the period necessary. Proof of such requirement shall be submitted to the Fire Chief within a reasonable time upon receipt of such notice.

§12.0 BENEFITS

§12.1 Life & Medical Insurance, Pension, Dental & Optical, Longevity

§12.11 The Employer shall provide and pay for an \$18,000 life insurance policy for each employee.

§12.12 Medical Insurance

§ 12.12 (a) In accordance with present practice, the employer shall continue to provide a Community Blue HMO 201/201 Plus hospital and medical insurance policy for each employee with a three (3) tier prescription co pay of 0.00\$/\$20.00/\$40.00.

Notwithstanding the above, the employee may opt for the Blue Cross/Blue shield POS 203/203 Plus Plan or the Blue Cross/Blue Shield POS 204/204 Plus Plan, the City will contribute the equivalent of fifty percent (50%) of the difference between the premium of core POS 201/201 Plus Plan and the premium of the chosen plan into the HRA 105-h account referred below. The HRA 105-h contributions will be made by the City to coincide with the initial start date of the agreed upon health plan.

1. In each open enrollment period, employees will have the choice between one of the three (3) above referenced plans, and will have the opportunity to switch options during subsequent annual open enrollment periods.
2. The City shall establish and maintain a Health Reimbursement Account consistent with section 105-h of the Internal Revenue Code pursuant to which employees may be reimbursed for qualifying medical expenses. Dollar amounts in an employee's Health Reimbursement Account will continue to rollover without any cap of unused funds.

For those employees opting for the POS 203/203 Plus Plan or the POS 204/204 Plus Plan, the City will contribute the equivalent of fifty percent (50%) of the difference between the annual premium of the core POS 201/201 Plus Plan and the premium of the chosen plan into the HRA 105-h account of each employee.

§12.12 (b) Employees hired after January 1, 2003 shall be required to contribute twenty-five percent (25%) of the cost of such insurance to the City of North Tonawanda by way of payroll deduction spread equally over the entire year. Said new hires will be required to pay this twenty-five percent (25%) by payroll deduction for a period of ten (10) years from their date of hire. Once said employees reach their tenth anniversary date they shall be entitled to full City paid coverage.

Employees hired after January 1, 2009 shall be required to contribute twenty-five percent (25%) of the cost of such insurance to the City of North Tonawanda by way of payroll deduction spread equally over the entire year. Said new hires will be required to pay this twenty-five percent (25%) by payroll deduction for a period of

six (6) years from their date of hire. Once said employees reach their sixth anniversary date they shall be required to contribute ten percent (10%) of the cost of such insurance to the City of North Tonawanda by way of payroll deduction spread equally over the entire year. Said new hires will be required to pay this ten percent (10%) by payroll deduction until said employee retires from City of North Tonawanda Fire Department.

§12.12(c) The employer will permit any employee who is a member of the hospital and medical plan provided herein at the time of their retirement, to retain their membership in said plan and the including the Drug Prescription Plan after retirement, with the City paying the full cost thereof, until the employee reaches the age of 65.

Upon obtaining the age of 65, the employee and his spouse shall enroll in Medical supplement Plan, known as the City of North Tonawanda retirement Health Plan. The City will pay the premium cost of Medicaid Part B each month for the employee and his spouse. The employee or spouse who has not yet attained the age of 65 shall continue in the above-mentioned Community Blue HMO 201/201 Plus plan with single coverage until attaining the age of 65.

The Employer will permit any employee coverage for the remainder of the employee's life. The Medical Plan has a three (3) tier prescription plan with \$3.00/\$3.00/\$3.00 co-pay.

Should a retiree obtain alternate coverage equal to the coverage provided by the City, or be covered by coverage his spouse may acquire, he shall no longer be eligible for coverage under the City plan. Should such alternate coverage terminate for any reason, he shall again be eligible for membership in the City plan, as stated in the paragraph above.

This coverage and the payment for same by the City shall continue for the employee's spouse if said employee should die. Said coverage shall terminate if the employee's spouse remarries.

§12.12(d) The employer, should any employee die while an employee shall continue to provide the family with the agreed upon hospital and medical insurance coverage, as follows:

- a. 0-4 years of service, for a period not to exceed eighteen (18) months. This coverage will be terminated at the end of the eighteen (18) month period.
- b. 5-9 years of service, for a period not to exceed five (5) years. This coverage will be terminated at the end of the five (5) year period.
- c. Over 10 years, for the remainder of the spouse's life.

The above coverage's will be terminated upon the surviving spouse's remarrying or should the surviving spouse become employed by an employer who provides a hospital and medical insurance policy equivalent in nature to that provided under Section 12.12(a) of this contract, whichever occurs first.

§12.13 Dental Insurance

The City shall provide a dental plan applicable to employees, retired employees up to the age of sixty-five (65), spouses, and dependent children through the age of twenty-one (21) years ("Dependent children" as referred to herein shall refer to natural children and adopted children of the employees, to the exclusion of step-children), all employees who waves medical insurance coverage as stated in §12.4 of this agreement will not be eligible for this benefit, as follows:

1. Effective January 1, 2012, The City shall tender an amount of Twenty Thousand Dollars (\$20, 00) per year to the I.A.F.F., Local 1333 to be used toward the payment of dental bills as set forth herein. An excess remaining in said account shall be applied toward the payment of dental bills as set forth herein, in future years pursuant to the continuing administration of this dental plan.
2. Administration of the plan shall take place the January following each year for the dental bills submitted for the prior calendar year. This means that for the last year of this contract this section will remain in effect until the administration, during the January following of this part of the contract being known as the "Dental Plan". The total administration of this plan shall be performed by the I.A.F.F., Local 1333, subject to the following conditions:
 3. The I.A.F.F., Local, 1333 shall establish a separate account for the sole purpose of receipt and disbursement of such funds for the purposes as set forth herein.
 4. The City reserves and retains the right to audit and inspect any and all records pertaining to the receipt, disbursement and administration of such funds at their discretion upon reasonable notice during the duration of this plan.
 5. The I.A.F.F., Local 1333 hereby waives the right to request further increases in the annual appropriation of Eighteen Thousand Five Hundred Dollars (\$18,500) until such time as any surplus in this fund has been totally depleted at the expiration of the term of this Agreement.
 6. Should the I.A.F.F., Local 1333 and Employer agree to discontinue this plan, or should the I.A.F.F., Local 1333 exercise its right pursuant to 12.12 (vii), any excess funds remaining in said special bank account shall be returned to the City solely for application to any successor dental plan the parties hereto shall mutually agree upon.
7. Any bills covered under other insurance plans will not be covered under this section.
8. All dental bills not under restrictions as listed below are to be submitted at one hundred percent (100%) from the stated bill.
9. Should the total bills of all firemen come to more than the amount in the account, and then all the bills will be paid on a pro-rata basis.
10. Should the bills of all firemen under this category come to less than the amount in the account, and then all bills not under restriction will be paid one hundred percent

(100%). The following items under restriction shall be paid under a pro-rata basis; only if there is an amount left in the account after all the dental bills of all firemen have been paid one hundred percent (100%) not under restriction.

RESTRICTED CATEGORIES: The I.A.F.F., Local 1333 retains the right to lessen the restrictions or to adjust same as they see fit, after administration of the plan for the first year.

CATEGORIES: Orthodontist - Bills submitted for payment to be one-third (1/3) of the total bill or a maximum of six Hundred Dollars (\$600.00) per person, whichever is less.

Root Canal - Bills submitted for payment to be one-third (1/3) of the total bill or a maximum of Two Hundred Dollars (\$200.00) per person, whichever is less.

Partial Plates or Replacements - Bills submitted for payment to be one-third (1/3) of the total bill or a maximum of One Hundred Fifty Dollars (\$150.00) per person, whichever is less. *Excluding the cost of extraction's that are included as regular dental bills not under restriction.*

11. This plan is experimental in nature and the I.A.F.F. Local 1333 is given the express right at the end of this contract to withdraw this plan and to have the City re-institute a dental plan program with Blue Cross Blue Shield the equivalent in premiums to the amount required by the City to be set into an account and established under this section with the stated increases.

The above changes in Medical Insurance coverage shall take place as soon as arrangements for the above coverage and termination of coverage can be completed by the City Accountant.

§12.14 Optical Insurance

The City shall provide a dental plan applicable to employees, retired employees up to the age of sixty-five (65), spouses, and dependent children through the age of twenty-one (21) years ("Dependent children" as referred to herein shall refer to natural children and adopted children of the employees, to the exclusion of step-children), all employees who waves medical insurance coverage as stated in §12.4 of this agreement will not be eligible for this benefit, as follows:

- a. Effective January 1, 2012, The City shall tender an amount of Thirteen Thousand Dollars (\$13,000.00) each year to the I.A.F.F. to be used toward the payment of optical bills as set forth herein, and in future years pursuant to the continuing administration of this optical plan.
- b. Administration of the plan shall take place the January following each year for the optical bills submitted for the prior calendar year. This means that for the last year of this contract this section will remain in effect until the administration, during the January following of this part of the contract being known as the "Optical Self-Insurance Plan". The total administration of this plan shall be performed by the I.A.F.F. subject to the following conditions:

1. I.A.F.F. shall establish a separate account for the sole purpose of receipt and disbursement of such funds for the purposes as set forth herein.
2. The City reserves and retains the right to audit and inspect any and all records pertaining to the receipt, disbursement and administration of such funds at their discretion upon reasonable notice during the duration of this plan.
3. I.A.F.F. hereby waives the right to request further increases in the annual appropriation of Eleven Thousand Five Hundred Dollars (\$11,500.00) until such time as any surplus in this fund has been totally depleted at the expiration of the term of this Agreement.
4. Should I.A.F.F. and the Employer agree to discontinue this plan, any excess funds remaining in said special bank account shall be returned to the City for application to any successor optical insurance plan the parties may mutually agree upon, if any, however, nothing herein shall obligate the parties to institute a successor plan without further negotiation. If no successor plan is negotiated, the funds shall be returned to the City.
5. Any bills covered under other insurance plans will not be covered under this section.
6. All optical bills not under restrictions as listed below are to be submitted at one hundred percent (100%) from the stated bill
7. Should the total bills of all covered employees and their dependents come to more than the amount in the account, and then all the bills will be paid on a pro-rata basis.
8. Should the bills of all covered employees and their dependents come to less than the amount of the account, then all bills not under restrictions shall be paid one hundred percent (100%). The following items under restriction shall be paid under a pro-rata basis; only if there is an amount left in the account after all the optical bills of all covered employees have been paid one hundred percent (100%) not under restriction.

UNRESTRICTED CATEGORY: Unrestricted category of coverage shall be coverage for one eye examination per year and one pair of regular prescription eye glasses per year. "Regular eyeglasses" means a regular pair of prescription eyeglasses and does not include prescription sunglasses or a second pair of glasses.

RESTRICTED CATEGORIES: I.A.F.F. retains the right to lessen the restrictions or to adjust same as they see fit, after administration of the plan for the first year.

CATEGORIES:

1. Additional eye examinations over and above the first eye examination per year,
2. Safety glasses and / or sun glasses and / or second pairs of glasses for covered employees, their spouses and dependents
3. Contact lenses and attendant equipment and eye examinations over and above the first eye examination

§12.15 (a) Retirement Benefit

In accordance with present practice, the Employer shall continue to provide the benefits of Subdivision K of Section 341, Subdivision G of Section 343 of the Retirement and Social Security Law, and Subdivision 4 of Section 243 of the Military law, and shall also provide the benefits of Section 360-B of the Retirement and Social Security Law. The plans provided under the New York State Retirement shall be Section 375 I and Section 384 D, F, G, and H.

Effective June 1, 1991, the Employer shall provide the benefits of Section 384-E and 302 (9) (d) of the Retirement and Social Security Law.

§ 12.16 -Longevity:

Shall be paid to all employees on the basis of the following schedule:

Longevity	
Years of Service	Amount
<i>5 years, but less than 7 years</i>	<i>\$750.00</i>
<i>7 years, but less than 10 years</i>	<i>\$1,150.00</i>
<i>10 years, but less than 15 years</i>	<i>\$1,350.00</i>
<i>15 years, but less than 20 years</i>	<i>\$1,750.00</i>
<i>20 years and over</i>	<i>\$2,100.00</i>

Payment of longevity shall be made in one lump sum and shall be paid to the employee at the first payday after the completion of the required years of service and annually thereafter on the first pay day after such anniversary date. In determining who shall be eligible for longevity at the establishment of the longevity program, all employees covered by this Agreement shall be credited with the total years of service to the City of North Tonawanda continuous and non-continuous combined. Any employee hereafter entering the employ of the City shall accrue longevity only for continuous service to City of North Tonawanda. Any employee hereafter leaving the service of the City on a lay-off, leave of absence, or because of employment connected disability for a period not exceeding one (1) year shall be considered as having continuous service when such employee returns to the employ of the City except that such period of leave shall not be counted as part of the total service period. Any employee entering the military service for any period of time and returning to the employ of the City shall be considered as having continuous service when such employee returns to the employ of the city except his actual military service shall not be counted as part of the total service period.

§12.17 In the year of an employee's retirement *only* longevity will be paid to an employee retiring regardless of his anniversary date provided that he had accrued enough sick leave credits to carry him through from his date of retirement through his anniversary date in the year of his retirement only.

- §12.18** Effective January 1, 1999, Employees are eligible for and may participate in the State approved deferred compensation plan adopted by the City pursuant to Section 457 of the Internal Revenue Code.
- §12.19** Effective January 1, 1999, Employees are eligible for and may participate in the "cafeteria plan" adopted pursuant to Section 125 of the Internal Revenue Code that is offered by the City.

§12.2 Uniforms and Protective Gear

- §12.21** The Fire Department Rules and Regulations shall specify what uniform items and protective gear shall be required by each employee. The Employer and the Union shall consult before such uniform and protective gear rules and regulations are adopted. After agreement on type of uniform and protective gear to be adopted, said uniform cannot be revised or altered without the mutual consent of both parties.
- §12.22** A new employee will be issued all uniform items and protective gear as prescribed in the Fire Department Rules and Regulations.
1. Effective January 1, 2005, all other employees will be granted the right to purchase uniform items at the designated place of business up to Three Hundred Seventy-Five Dollars (\$375.00) per calendar year.
 2. A Class "A" uniform shall be issued to employees upon promotion to officer grade with cost thereof to be borne by the employer.
- §12.23** The Employer will reimburse or replace any personal items or effects lost or damaged in the performance of duty. In consideration for an increase in clothing allowance, if an employee suffers the loss of clothing which could be purchased by said clothing allowance while performing his duties he shall be allowed to replace it pursuant to the limits of Section 12.22 (b) as part of the annual clothing allowance limit granted said employee by this agreement.
- § 12.24** The Employer shall provide all personnel with the following turnout gear; helmets, boots, bunker coat and pants, gloves and hood. Upon the employee's termination or retirement, all such equipment will be returned to the employer. Upon promotion or demotion, the employee shall turn in the appropriate equipment to the employer for replacement with equipment designating the change in grade. The Employer continues to maintain and provide all protective clothing for all personnel and replace it when necessary.
- §12.25** Any employee making a false claim for reimbursement for personal effects lost or damaged in the performance of duty or abusing the clothing grant shall be subject to disciplinary action.

§12.3 Retired Members

§12.31 The Employer shall provide and pay for a One Thousand Dollar (\$1,000.00) life insurance policy for each retired member and shall provide and pay for such life insurance policy until the retired member attains the age of seventy (70) years.

§ 12.32 The City acknowledges that the health insurance benefits available to members of Local 1333 are governed by the Collective Bargaining Agreement provisions under which each individual member retires, and the City will not unilaterally modify or diminish these benefits absent the written agreement of the affected member.

§12.4 Waiver of Medical Benefits

§12.41 **Definitions** The following terms as used in this Article shall have the indicated meaning.

- a. "Medical Insurance" - shall be defined as to mean Blue Cross coverage and for any other medical coverage through a health maintenance organization such as Independent Health.
- b. "Cost of Coverage" - shall be defined as the invoice dollar amount from the primary carrier for medical coverage for the individual employee and/or his family if family coverage is provided.
- c. "Employee" - shall be defined, for purposes of this Article, Article 12.5 Waiver of Medical Insurance, as follows:

An eligible employee shall be an employee who is eligible for and actually has procured through his or her spouse medical insurance as herein defined. Said employee shall be required to furnish proof of coverage through his spouses' plan, if requested by the employer.

§12.42 Employees wishing to waive the cost of medical coverage would be eligible to one-half (1/2) of the cost of this coverage, up to a maximum of Twelve Hundred Dollars (\$1200.00), for the period of January 1st through December 31st in their paycheck on the first pay day in December, as a modification to wages (subject to taxes). This compensation would be prorated over a year when an employee is hired or terminated, or requires the immediate reinstatement of coverage due to the hiring or termination of their spouse, dependent upon the number of months actually waived.

Notwithstanding the above, if at least six employees wish to wave the cost of medical coverage, the employees would be eligible for payment of Twenty-four Hundred Dollars (\$2,400.00) under the same terms as in the above paragraph.

§12.43 Any employee desiring to waive this coverage will be required to sign the attached form Appendix F by December 1st of the preceding year for the succeeding calendar year January 1st through December 31st of each and every year. Any employee who waives said coverage and then desires to reinstated coverage will have to sign the

Waiver of Cash Payment and submit same by December 1st to reinstated coverage January 1st. Any employee, who is in need of coverage after having waived same due to the death of a spouse or the termination of spouse's coverage, will be eligible to waive coverage and to reinstitute same pursuant to the adopted policy and procedure of the medical insurer.

§13.1 MISCELLANEOUS

- §13.11** No order, other than an order which appears in the Fire Department Rules and Regulations, which is generally applicable to all employees shall remain in effect for longer than 48 hours unless it has been reduced to writing and a copy thereof distributed to each fire station and to the Union.
- §13.12** The Employer shall provide and maintain furniture and appliances in each fire station in accordance with present practice. Employees shall be permitted to provide radio and television sets in accordance with present practice.

§13.2 Educational Benefits

- §13.21** The City shall no longer be responsible for or liable for reimbursement to any employee pursuing higher education for the costs of such education such as tuition, fees, books, and any and all other additional expenses for said education.
- §13.22** In consideration of the pursuit of higher education by employees covered by this agreement and in sole and complete compensation to said employees for said education, to the complete exclusion of any and all other costs, the City shall establish a lump sum payment to qualifying employees as hereinafter defined, based on the following schedule:
1. For any four (4) year degree from an accredited institution of higher learning in the specific field of Fire Science, an adjustment to salary of a lump sum payment of Five Hundred Dollars (\$500.00).
 2. For any two (2) year degree from an accredited institution of higher learning in the specific field of Fire Science, an adjustment to salary of a lump sum payment of Two Hundred Fifty Dollars (\$250.00).
 3. For any other associates (two year degree), or any other four year degree (bachelor degree) a payment of One Hundred Dollars (\$100.00).

Effective January 1, 2007 EMT will be deleted from §13.2 (4)

4. All current CPR Instructors, and Certified S.C.B.A Repairmen shall receive a lump sum payment of Two Hundred and Forty Dollars (\$240.00) prorated for actual months of eligibility per calendar year. Said compensation to be paid on the first payday of December. No employees shall be paid for more than one (1) specialty, *i.e.: CPR Instructor, or Certified SCBA repairman.*
5. Effective January 1, 2007 All current card carrying EMT's shall receive a lump sum payment of Four Hundred and Eighty Dollars (\$480.00) prorated for actual months of eligibility per calendar year., said compensation to be paid on the first payday of December.

Employee's receiving this benefit will not be eligible for any benefits outlined in §13.22 (4)

§13.23 This payment shall be a lump sum payment made to said employees on the first payday following July 1st in each and every year as an adjustment to wages (subject to taxes).

§13.24 To qualify for this lump sum educational benefits it will be necessary for an employee to produce evidence of completion of all requirements for said relevant degree and have actually received the degree in question prior to eligibility for payment. Payment shall be made for only one of the above mentioned degrees and payment shall be made at the highest amount possible according to the above Section 13.22. Payment will not be made for any year prior to 1985, and is not retroactive for any year prior to 1985. However, those employees who meet all of the above requirements but earn their degree prior to 1985 shall be eligible for their first payment in 1985 and thereafter shall remain eligible.

In determining the number of employees who shall be permitted to attend any such training courses or institutions of higher learning at any one time, the manning requirements of the department shall be considered.

APPENDIX

Appendix D

Starting on January 1, 2010 the North Tonawanda Professional Fire Department will start a new work schedule, Appendix D a. Presently NTFD works two ten hour days followed by two days off followed by two fourteen hour nights and finishing the work schedule with two days off. On January 1, 2012 NTFD will work two ten hour days then two fourteen hour nights followed by four days off.

On October 9, 2012 the membership will have a vote to make the new 10/14 schedule permanent. If the new schedule is voted down on January 1, 2013 NTFD will revert back to the present schedule as described in Appendix D b.

APPENDIX A

CITY OF NORTH TONAWANDA Fire Department Grievance Form

Date: _____ Grievance #: _____

Contract Clause(s) violated: *and any other provisions covering said violation.*

Details of Grievance: Step _____

Action Requested: _____

Employee: _____
North Tonawanda Fire Dept.

Steward: _____ NTFD

Filed at Step _____

First Step Disposition:

City Representative:

Union Representative:

Second Step Disposition:

City Representative:

Union representative:

City Grievance Committee Disposition:

City Grievance Committee Chairman:

Union Representative:

Arbitration Requested by:

Appendix B

Request for Compensatory Day Off In Lieu of Holiday

1. Employee Name: _____

Department: FIRE

Day(s) off requested:

Day(s) of Week: _____

Date(s): _____

Special reason, if any, for requesting the above day(s) off:

Employees Signature

Department head's signature and Date Received

Appendix C

Sick Leave Application

1. Employee's Name: _____

Employee's Department: FIRE

2. List of days of Absence _____

3. Briefly describe nature of illness: _____

4. Is Medical Certificate attached?: Yes No

Signature of Person Filling Out Application

- Check One:
- Employee
 - Employee's Spouse, parent or resident adult
 - Authorized City Officer of employee

Date Application Submitted: _____

Appendix D

Starting on January 1, 2010 the North Tonawanda Professional Fire Department will start a new work schedule, Appendix D (a). Presently NTFD works two ten hour days followed by two days off followed by two fourteen hour nights and finishing the work schedule with two days off. On January 1, 2012 NTFD will work two ten hour days then two fourteen hour nights followed by four days off.

On October 9, 2012 the membership will have a vote to make the new 10/14 schedule permanent. If the new schedule is voted down on January 1, 2013 NTFD will revert back to the present schedule as described in Appendix D (b).

Appendix D (a)

Platoon Duty Schedule

Platoon				
Day of Week	1	2	3	4
Monday	Day	Night	Off	Off
Tuesday	Day	Night	Off	Off
Wednesday	Night	Off	Day	Off
Thursday	Night	Off	Day	Off
Friday	Off	Off	Night	Day
Saturday	Off	Off	Night	Day
Sunday	Off	Day	Off	Night
Monday	Off	Day	Off	Night
Tuesday	Day	Night	Off	Off
Wednesday	Day	Night	Off	Off
Thursday	Night	Off	Day	Off
Friday	Night	Off	Day	Off
Saturday	Off	Off	Night	Day
Sunday	Off	Off	Night	Day
Monday	Off	Day	Off	Night
Tuesday	Off	Day	Off	Night
Wednesday	Day	Night	Off	Off
Thursday	Day	Night	Off	Off
Friday	Night	Off	Day	Off
Saturday	Night	Off	Day	Off
Sunday	Off	Off	Night	Day
Monday	Off	Off	Night	Day
Tuesday	Off	Day	Off	Night
Wednesday	Off	Day	Off	Night
Thursday	Day	Night	Off	Off
Friday	Day	Night	Off	Off
Saturday	Night	Off	Day	Off
Sunday	Night	Off	Day	Off

Platoon				
Day of Week	1	2	3	4
Monday	Off	Off	Night	Day
Tuesday	Off	Off	Night	Day
Wednesday	Off	Day	Off	Night
Thursday	Off	Day	Off	Night
Friday	Day	Night	Off	Off
Saturday	Day	Night	Off	Off
Sunday	Night	Off	Day	Off
Monday	Night	Off	Day	Off
Tuesday	Off	Off	Night	Day
Wednesday	Off	Off	Night	Day
Thursday	Off	Day	Off	Night
Friday	Off	Day	Off	Night
Saturday	Day	Night	Off	Off
Sunday	Day	Night	Off	Off
Monday	Night	Off	Day	Off
Tuesday	Night	Off	Day	Off
Wednesday	Off	Off	Night	Day
Thursday	Off	Off	Night	Day
Friday	Off	Day	Off	Night
Saturday	Off	Day	Off	Night
Sunday	Day	Night	Off	Off
Monday	Day	Night	Off	Off
Tuesday	Night	Off	Day	Off
Wednesday	Night	Off	Day	Off
Thursday	Off	Off	Night	Day
Friday	Off	Off	Night	Day
Saturday	Off	Day	Off	Night
Sunday	Off	Day	Off	Night

Appendix D (b)

Platoon Duty Schedule

Platoon					Platoon				
Day of Week	1	2	3	4	Day of Week	1	2	3	4
Monday	Day	Off	Night	Off	Monday	Night	Off	Day	Off
Tuesday	Day	Off	Night	Off	Tuesday	Night	Off	Day	Off
Wednesday	Off	Night	Off	Day	Wednesday	Off	Day	Off	Night
Thursday	Off	Night	Off	Day	Thursday	Off	Day	Off	Night
Friday	Night	Off	Day	Off	Friday	Day	Off	Night	Off
Saturday	Night	Off	Day	Off	Saturday	Day	Off	Night	Off
Sunday	Off	Day	Off	Night	Sunday	Off	Night	Off	Day
Monday	Off	Day	Off	Night	Monday	Off	Night	Off	Day
Tuesday	Day	Off	Night	Off	Tuesday	Night	Off	Day	Off
Wednesday	Day	Off	Night	Off	Wednesday	Night	Off	Day	Off
Thursday	Off	Night	Off	Day	Thursday	Off	Day	Off	Night
Friday	Off	Night	Off	Day	Friday	Off	Day	Off	Night
Saturday	Night	Off	Day	Off	Saturday	Day	Off	Night	Off
Sunday	Night	Off	Day	Off	Sunday	Day	Off	Night	Off
Monday	Off	Day	Off	Night	Monday	Off	Night	Off	Day
Tuesday	Off	Day	Off	Night	Tuesday	Off	Night	Off	Day
Wednesday	Day	Off	Night	Off	Wednesday	Night	Off	Day	Off
Thursday	Day	Off	Night	Off	Thursday	Night	Off	Day	Off
Friday	Off	Night	Off	Day	Friday	Off	Day	Off	Night
Saturday	Off	Night	Off	Day	Saturday	Off	Day	Off	Night
Sunday	Night	Off	Day	Off	Sunday	Day	Off	Night	Off
Monday	Night	Off	Day	Off	Monday	Day	Off	Night	Off
Tuesday	Off	Day	Off	Night	Tuesday	Off	Night	Off	Day
Wednesday	Off	Day	Off	Night	Wednesday	Off	Night	Off	Day
Thursday	Day	Off	Night	Off	Thursday	Night	Off	Day	Off
Friday	Day	Off	Night	Off	Friday	Night	Off	Day	Off
Saturday	Off	Night	Off	Day	Saturday	Off	Day	Off	Night
Sunday	Off	Night	Off	Day	Sunday	Off	Day	Off	Night

Appendix E

North Tonawanda Fire Department Substitution Report Form

Application Date: _____

Employee to
be replaced: _____

Date of Substitution: _____

Platoon of Employee to be Replaced: (circle) 1 2 3 4

Signature of Agreement to be Replaced

Substitute for Employee: _____

Platoon of Substitute Employee: (circle) 1 2 3 4

Signature of Agreement to Replace Employee A

Remarks _____

Officer in Charge and Date Accepted

Appendix F

Waiver of Medical Insurance Benefits Under IAFF Local 1333

1. I _____ within one of the IAFF, Local 1333 employees, or am entitled to hospitalization coverage as the result of City employment.
2. I _____ hereby agree to waive my medical insurance coverage pursuant to the negotiated collective bargaining agreement between the IAFF Local 1333 and the City of North Tonawanda with the understanding that I am no longer presently eligible for this coverage as long as this waiver remains in effect, and further, that I am entitled to receive a cash payment equivalent to one-half (1/2) of the cost of coverage as defined in Section 12.42.
3. I realize that should I require coverage at a later date I can again reinstitute my coverage for a succeeding calendar year by waiving my cash payments pursuant to the contract by executing and submitting in a timely fashion (by December 1st of any year for the succeeding year) the form Appendix G.

_____ Date

_____ Employee Signature

State of New York)
County of Niagara)
City of North Tonawanda)

On this _____ day of _____, 20__ before me,

the subscriber, personally appeared _____
to me known by me to be the person who signed the above form and he or she signed same or
acknowledged his or her signature before me.

_____ Notary Public

Name _____

Address _____

Employee Number _____

Medical Insurance ID number _____

Appendix G

Waiver of Cash Payment in Lieu of Medical Coverage Under IAFF, Local 1333 Contract Section 12.43

I _____ am an employee of the City of North Tonawanda and within the IAFF, Local 1333, or am entitled to hospitalization coverage as the result of city employment.

I have previously waived my coverage for medical insurances pursuant to contractual provisions and now find it necessary to reinstitute coverage.

Therefore I hereby agree to waive my right to a cash payment for one-half (1/2) of the health care coverage as indicated in the collective bargaining agreement and direct the city to reinstitute coverage at the first available eligible period of time, pursuant to the medical insurance company's policies and procedures.

_____	_____
Date	Employee Signature
<hr/>	
State of New York)	
County of Niagara)	
City of North Tonawanda)	

On this day ____ of, _____ 20 ____, before me,

the subscriber, personally appeared _____
to me known by me to be the person who signed the above form and he or she signed same or
acknowledged his or her signature before me.

Notary Public
<hr/>

Name _____

Address _____

Department _____

Employee Number _____

Medical Insurance ID number _____

Appendix H

PERSONAL LEAVE APPLICATION

Employee requesting leave _____

Employee's Department FIRE

Date off requested _____

Date application submitted _____

Employee's signature _____

Approved _____ Disapproved _____

Officer receiving application _____

Appendix I

TRANSITIONAL WORK PROGRAM

The purpose of this program is to afford limited-duty opportunities to any member of the North Tonawanda Fire Department who is temporarily unable to perform the essential functions of his/her regular duties due to a non-work related injury or illness. These limited-duty opportunities will remain temporary in nature while the affected employee undergoes treatment and/or the recovery process from a non-work related injury or illness.

To apply for this program, the employee must be off for a minimum of two (2) weeks and submit Medical Restrictions Form, Med-1 Appendix I, to be completed by his/her physician. Application to this program is strictly voluntary in nature.

An employee who can return to work with temporary restrictions, and who has been released for work by his/her physician, qualifies to accept transitional work when work meeting such restrictions is available. The Department will determine the availability of transitional work which meets the restrictions set forth on the Medical Restrictions Form (Med-1).

All transitional work assignments are temporary rather than permanent, and it is anticipated that during the foregoing period of time, the employee will be able to return to his/her full duty assignment. No employee may be assigned to a transitional work assignment for more than sixty (60) working days and the work schedule will be limited to eight (8) hours per day, Monday through Friday and will exclude all holidays as defined in L-1333 current contract. The employee will be permitted to attend all meetings and class room training while enrolled in the Transitional Work Program without affecting the eight (8) hour limit. By no means will this policy permit the employee to be present on ANY emergency call operating in any capacity.

Anyone on this policy will be held to 40 hour work week, any day taken off will result in losing 8 hours of sick-time. If the employee goes off this program, he or she will be charged the 10/14 hours on schedule work days. Also if the person worked the full month (40hrs per week) there will be no drop day (he or she will not need any hour reduction).

Upon the employer's request, updated medical information and restrictions shall be provided to the employer from the primary care provider. The transitional work assignment may be re-assessed and job tasks will be correlated with regard to the most current medical restrictions placed upon the employee.

The terms of the transitional work to be performed are set out in the Transitional Work Program Release Form (Med-2 Appendix J). Work assignments will be kept in the Department and within the confines of an individual's skills and as close as possible to his/her job title, while maintaining the restrictions set forth in the Medical Restrictions Form (Med-1). No employee will be assigned to transitional work if the assignment creates an undue threat to the employee or others.

The Department cannot guarantee that transitional work will be available meeting the restrictions set forth in the Medical Restrictions Form (Med-1). The Department also cannot guarantee how long transitional work may be available once an individual is in the program. At no time will any overtime be available to anyone participating in the transitional work program.

Appendix J

TRANSITIONAL WORK PROGRAM MEDICAL RESTRICTIONS FORM

EMPLOYEE / PATIENT:	
In an 8 hour workday patient can sit: <input type="checkbox"/> No restrictions	
<i>Hours at one time:</i>	
<input type="checkbox"/> 6-8 <input type="checkbox"/> 4-6 <input type="checkbox"/> 2-4 <input type="checkbox"/> 0-2	<i>Total hours:</i> <input type="checkbox"/> 6-8 <input type="checkbox"/> 4-6 <input type="checkbox"/> 2-4 <input type="checkbox"/> 0-2
In an 8 hour workday patient can stand/walk: <input type="checkbox"/> No restrictions	
<i>Hours at one time:</i>	
<input type="checkbox"/> 6-8 <input type="checkbox"/> 4-6 <input type="checkbox"/> 2-4 <input type="checkbox"/> 0-2	<i>Total hours:</i> <input type="checkbox"/> 6-8 <input type="checkbox"/> 4-6 <input type="checkbox"/> 2-4 <input type="checkbox"/> 0-2
In an 8 hour workday patient can lift/carry: <input type="checkbox"/> No restrictions	
<i>Maximum weight in pounds:</i>	
	70+ 70 60 50 40 30 20 10 5
Frequently (1/2 to 2/3 of workday)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Occasionally (1/4 to 1/2 of workday)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
In an 8 hour workday patient can: <input type="checkbox"/> No restrictions	
	Climb Balance Bend Kneel Crouch Reach Handle
Frequently:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Occasionally:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Not at all :	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
In an 8 hour workday patient can push/pull: <input type="checkbox"/> No restrictions	
<i>Maximum weight in pounds:</i>	
	70+ 70 60 50 40 30 20 10 5
Frequently (1/2 to 2/3 of workday)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Occasionally (1/4 to 1/2 of workday)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Patient can use feet repetitively: <input type="checkbox"/> No restrictions	
Right foot: <input type="checkbox"/> yes <input type="checkbox"/> no	Left foot: <input type="checkbox"/> yes <input type="checkbox"/> no
Patient can work above shoulder level: <input type="checkbox"/> yes <input type="checkbox"/> no	
Driving restrictions? <input type="checkbox"/> none Specify: _____	
Environmental restrictions? (<i>temperature, noise, dust, fumes, vibration,.....</i>): <input type="checkbox"/> none Specify: _____	
Does patient require the use of braces or supports? <input type="checkbox"/> no specify _____	
Projected duration of any restrictions: Specify _____	
Is patient released to work with restrictions? <input type="checkbox"/> no restrictions	
<input type="checkbox"/> yes	Date of Release: _____
<input type="checkbox"/> no	Projected release date: _____
	<input type="checkbox"/> full time <input type="checkbox"/> part time <input type="checkbox"/> full time <input type="checkbox"/> part time
Date/time of next office appointment: _____	
Additional comments: _____ _____	
Specialist's Signature:	Physician's Signature:
Date:	Date:

Appendix K

TRANSITIONAL WORK PROGRAM RELEASE FORM

EMPLOYEE: _____

This is to verify my acceptance of a transitional work assignment. I understand that this position is temporary and work cannot be guaranteed. The assignment will be based on the availability of work and the needs of the Department.

The transitional work assignment is not to be considered a permanent assignment. Assignments will be kept in the Department and within the confines of an individual's skills and as close as possible to their job title, while maintaining the medical restrictions provided by the employee's attending physician. No overtime will be provided.

The attending physician must provide updated medical information and restrictions to the employer every thirty (30) days. The transitional work assignment will be re-assessed and job tasks will be correlated with regards to the current medical restrictions.

A transitional work assignment will be up to a maximum of sixty (60) working days. If at any time it becomes apparent that a full recovery is not expected, the employee will immediately be withdrawn from the program.

Further, I hereby grant any authorized representative of the North Tonawanda Fire Department permission to obtain information from my medical records regarding this illness / injury, and do therefore request that the custodian of said records permit the records to be examined, copied or otherwise reviewed.

I have read and understand the above regulations for the Transitional Work Program. I also understand that failure to comply with any of the regulations will result in suspension from the program.

Employee Signature:	Witness Signature:
Date:	Date:

APPENDIX L

AUTHORIZATION FOR CITY TO DEDUCT EMPLOYEE'S ACCUMULATED SICK LEAVE TIME BANK AND CONTRIBUTE TO SICK LEAVE BANK

TO: City of North Tonawanda, New York

DATE: _____

Pursuant to § 10.52 of this Agreement between the City of North Tonawanda and IAFF Local 1333, dated this _____ day of _____, 20 __, the undersigned an employee of the North Tonawanda Fire Department, hereby states his intention to be a participant in the sick leave bank program described in the said Agreement, and authorizes the City to deduct _____ hours from the undersigned employee's accumulated sick leave time, and to contribute the said _____ hours to funding of the said sick leave bank.

AUTHORIZATION OF:

Employee's Name. (Print)

Last

First

Middle

Employee's signature

Address

City, State, Zip Code

APPENDIX M

REQUEST TO MOVE DROP DAY

Date Submitted: _____

Employee: _____

Platoon of Employee to be Replaced: (circle) 1 2 3 4

Original Drop Day Date: _____

Requested New Date: _____

Employee's Signature _____

Duty Officer Signature _____

Approved: YES

NO

IN WITNESS WHEREOF, the duly authorized representatives of the parties have subscribed their names this day of , 2012.

FOR THE CITY OF NORTH TONAWANDA

Robert G. Ortt,
Mayor, City of North Tonawanda

FOR LOCAL 1333 OF THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO-CLC

Francis J. DeMart
President