

LABOR AGREEMENT

Between

CITY OF JAMESTOWN

And

JAMESTOWN PROFESSIONAL
FIREFIGHTERS ASSOCIATION
Local #1772

January 1, 2012 to December 31, 2015

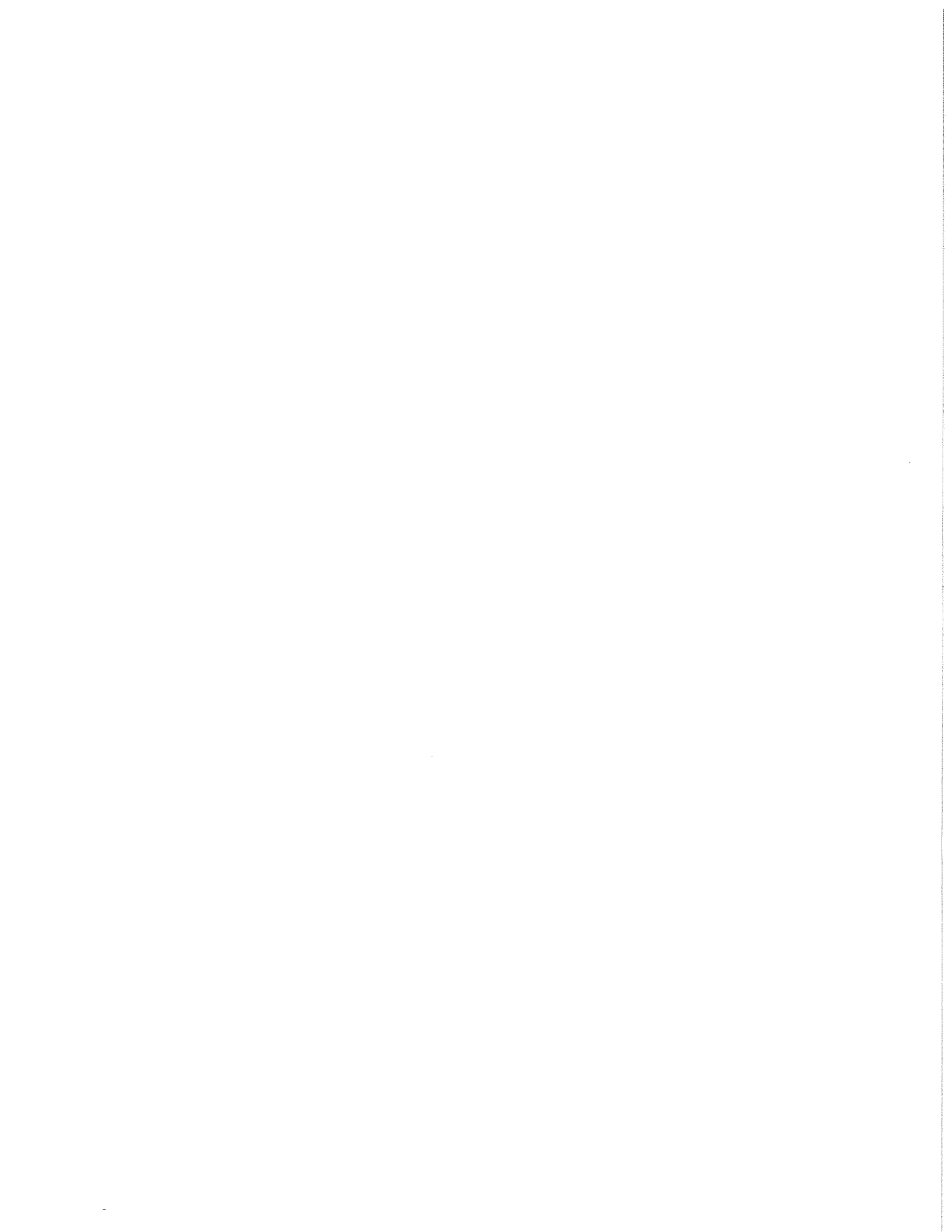
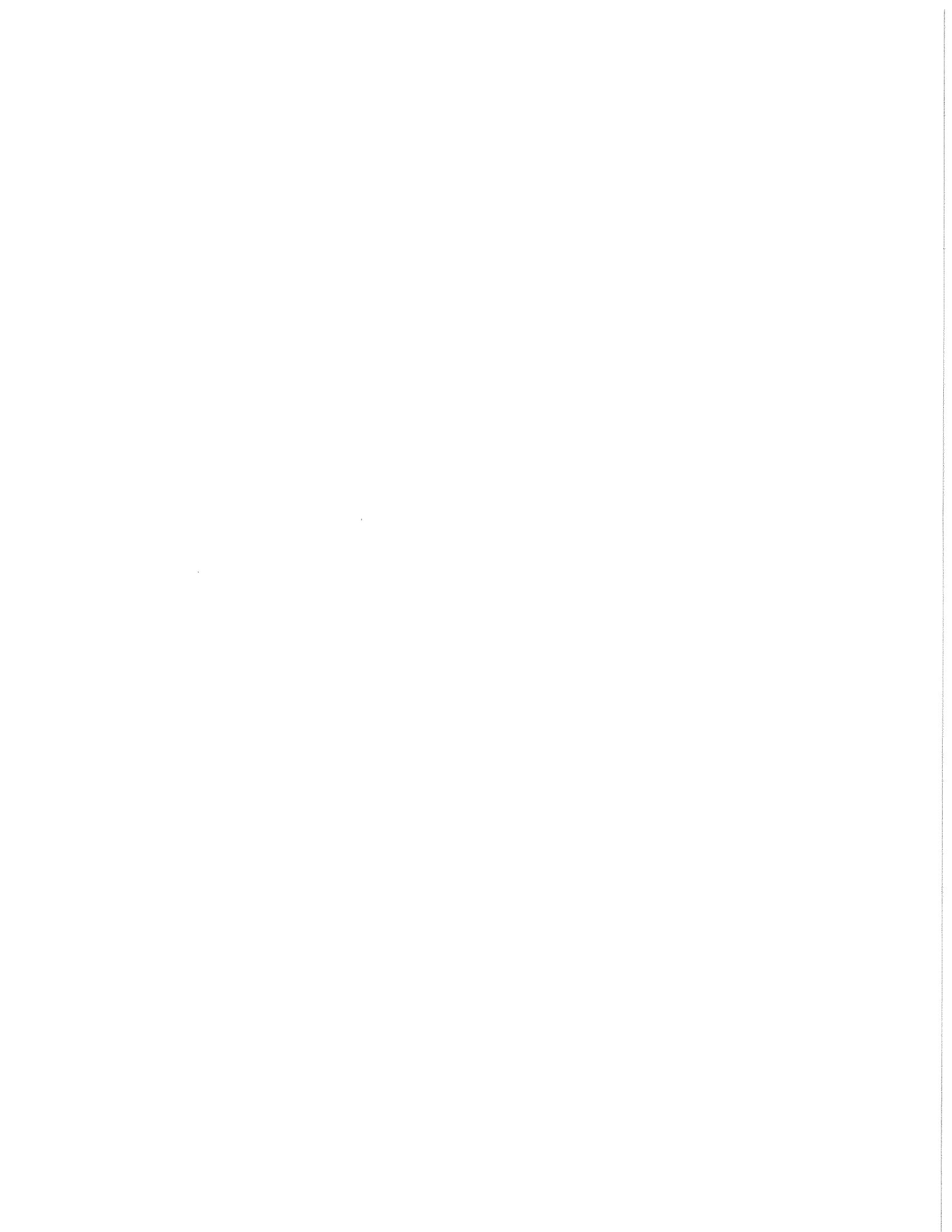


TABLE OF CONTENTS

		Page
ARTICLE I		1
ARTICLE II	RECOGNITION	2
Section	1. Bargaining Unit	2
Section	2. Deduction of Dues	2
Section	3. No Strike Clause	2
Section	4. Layoff Procedure	2
Section	5. Benefits While Laid Off	3
Section	6. Recall Procedure	3
Section	7. Seniority	3
ARTICLE III	MANAGEMENT RESPONSIBILITIES	3
ARTICLE IV	COMPENSATION	4
Section	1. Wage Schedules	4
Section	2. Rates for Higher Skills	4
Section	3. Overtime Pay	5
Section	4. Off-Shift Time	5
Section	5. Training Time	6
Section	6.	6
Section	7. Anniversary Dates	7
Section	8. Increases in Salary	7
Section	9. Starting Rates for New Employees	7
Section	10. Promotions	7
Section	11. Demotions	8
Section	12. Longevity	8
Section	13. Court Time	8
Section	14. Longevity	9
Section	15. State Municipal Training Officers	10
Section	16. State Municipal Code Enforcement Officer	11
Section	17. Station Lieutenant	11
Section	18. Payment of Base Annual Salary	11
Section	19. Pay Days in Relation to Holidays	12
ARTICLE V	HOURS OF WORK	12
Section	1. The Standard Workweek	12
Section	2. Shift Changes	12
ARTICLE VI	HOLIDAYS	12
Section	1. Listed	13
Section	2. Pay for Holidays	13
Section	3. Pay for Holidays Worked	13
Section	4. Holidays	13
Section	5. Personal days	14
ARTICLE VII	VACATION SCHEDULE	14
Section	1. Vacation Allowance	15
Section	2. Selection List	15



Section	3.	Vacation Allowance	16
Section	4.	Vacation Allowance	16
Section	5.	Vacation Allowance	16
ARTICLE VIII		SICK LEAVE	16
Section	1.	Policy	18
Section	2.	Cause of Sick Leave	18
Section	3.		18
Section	4.	Discipline	19
Section	5.	Bonus	19
Section	6.	Section 207A	19
Section	7.	Leave Due to Death in Family	19
Section	8.	Scheduled Hospital Admission	20
ARTICLE IX		EXTENDED LEAVES OF ABSENCE	20
Section	1.	30 Days	21
Section	2.	3 Months	21
Section	3.	Union Activities	21
ARTICLE X		INSURANCE	21
Section 1.			21
Section 2.		Oversight Committee	26
ARTICLE XI		PENSION PLAN	26
Section	1.	Section 384	26
Section	2.	Section 375-G	26
Section	3.	Section 384-D & 375-I	27
ARTICLE XII		VACANCIES	28
Section	1.	Civil Service List	28
Section	2.	Fill Vacancy	28
Section	3.	Vacancies Defined	28
Section	4.	Temporary Vacancies	28
ARTICLE XIII		MILITARY SERVICE	29
ARTICLE XIV		UNIFORMS	29
Section	1.	Provided by Employer	29
Section	2.	Replacements	29
Section	3.	Maintenance	29
Section	4.	Dress Jacket	29
Section	5.	Provide Cotton Uniforms	30
ARTICLE XV		GRIEVANCE PROCEDURE	30
Section	1.	Procedure Steps	30
Section	2.	Pay for Grievance Time	31
Section	3.	To Settle Disputes	31
Section	4.	60 Day Filing Limit	31
Section	5.	Section 75 Civil Service Law Protection	31

ARTICLE XVI	RECIPROCAL RIGHTS	32
Section 1.	Designated Representatives	32
Section 2.	Bulletin Boards	32
Section 3.	Union Admittance to All Stations	32
Section 4.	Union Business	33
Section 5.	Officers at Station 1	33
ARTICLE XVII	GENERAL PROVISIONS	33
Section 1.	Rules and Regulations	33
Section 2.	Changes in Hours Negotiated	33
Section 3.	City Residents Preferred	33
Section 4.	No Transfers to Other Departments	33
Section 5.	Union Negotiation Business	33
Section 6.		33
Section 7.	Fire Labor-Management Committee	35
Section 8.	Amendments Must Be Signed	35
Section 9.	Legal Representation	35
Section 10.	New Employees Notified	35
Section 11.	Counseling	35
Section 12.	Metro Fire Service	36
Section 13.	No Lay Off	36
Section 14.	Update Insurance Booklets	36
Section 15.	Update Contract Booklets	36
Section 16.	207a to Receive Contract Booklets	37
Section 17.	Discuss CT Policy	37
Section 18.	Wellness Committee	37
Section 19.		37
Section 20	Howard Foster Impact Award	37
Section 21	Impact Eligibility	37
Section 22	Battalion Chiefs Agreement	38
ARTICLE XVIII	RESOLUTION OF DISPUTES	38
ARTICLE XIX	TERMS OF AGREEMENT	38
COMPENSATION SCHEDULES		40-43
Appendix A- Vision Care Program		44-46
Appendix B- Prescription Drug Program		47-49
Appendix C- Wellness Plan		50-58
2 Letters Attached		59-60
Exhibit A- Foster Impact Award		61-63
Exhibit B- No Layoff List		64
Exhibit C- Letter of Agreement		65-66
Exhibit D- Retirement Notification		67
Exhibit E- Sick Loan Policy		68-70

AGREEMENT made and entered into the 1st day of January 1, 2012, by and between the City of Jamestown, New York, here designated as the "City", as represented by its duly elected officials, and the Jamestown Fire Department as represented by those elected officials of the Jamestown Professional Firefighters Association, Local 1772, AFL-CIO, hereinafter referred to as the "Association", which has been designated by a majority of the City Council as the sole and exclusive bargaining agent for those uniformed members of the Jamestown Fire Department.

PREAMBLE

WHEREAS, the above parties desire to maintain harmonious relations and with a mutual interest to the Public Safety of the City of Jamestown, with a desire to agree upon wage rates, standards and conditions of employment, with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes, in conformance with the Public Employees Fair Employment Act of 1967, and

WHEREAS, the parties to this Agreement agree not to discriminate against any employee because of race, color, creed or sex, and

WHEREAS, whenever a male gender is used in this agreement, it shall be construed to include male and female employees, so

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City and the Association acting through their duly elected representatives, hereby agree as follows:

ARTICLE I

The law governing this contract shall be the Public Employees Fair Employment Act and such provisions of the Civil Service Law and the local laws of the City of Jamestown, which are not inconsistent with said act and the Civil Service Law.

ARTICLE II Recognition

Section 1. Bargaining Unit. The City recognizes the Association as the sole and exclusive bargaining agent for members of the Jamestown Fire Department identified by classifications included in Compensation Schedule of this Agreement.

Agency Shop. In the event any member of the Fire Department is not a member or refuses to become a member of Local 1772, he shall be assessed at the same rate as dues-paying members. The payments represent the non-union employees contribution toward expenses of the bargaining agent in negotiations, contract administration and the like. This clause becoming effective when state legislation is passed making it legal.

Section 2. Deduction of Dues. The City agrees to deduct from the wages of the employees covered by this agreement and remit to the Association membership dues for those employees who have signed authorizations permitting such payroll deductions.

Section 3. No Strike Clause. As the intent and purposes of this agreement is to promote cooperation and harmonious working relations between the parties as well as to assure the public safety of the City of Jamestown, and to be compatible with Section 210.1 of the Public Fair Employment act, the Association therefore affirms that, it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose any obligations on its members to conduct, assist or participate in any strike.

Section 4. Layoff Procedure. If layoffs occur, the employee with the least seniority shall be laid off first as per Civil Service Law.

Section 5. Benefits While Laid Off. In the event an employee is laid off and on a preferred list, he shall retain his seniority and receive any wage and/or insurance increases that are acquired while he is laid off. Seniority cannot be earned during the lay off period nor benefits acquired that have to be earned by working, such as longevity.

Section 6. Recall Procedure. Employees shall be recalled in the order of their seniority as per Civil Service Law. Time in the Jamestown Fire Department shall constitute total seniority.

Section 7. Seniority. Seniority shall be determined by continuous service in the Jamestown Fire Department, calculated from the last date of employment. Continuous service shall be broken only by resignation for more than one (1) year, discharge or retirement. Employees having the same date of employment shall be ranked on the seniority list in the order of their ranking on the Civil Service eligibility list.

ARTICLE III Management Responsibilities

For normal function of management and the direction of working forces including, but not limited to, the hiring of employees, suspending, discharging, or otherwise disciplining of employees, establishing reasonable rules and regulations, the scheduling of work, the determination of methods and means of operation, and the control and regulation and use of all equipment are exclusive functions of the City, provided, however, that in the exercise of such functions the City shall observe the provisions of this agreement and applicable State and local laws.

ARTICLE IV Compensation

Section 1. Wage Schedules. Wage schedules are shown in the attached Compensation Schedule, as affixed hereto and made a part hereof. All fractions of a cent will be rounded off to next higher cent for all purposes in this agreement. Hourly rates will be calculated to two (2) decimal points.

The attached wage schedules shall be adjusted as follows:

Wages:

- 2012 – Effective January 1, 2012 – 2.0%
- 2013 – 0%
- 2014 – Effective January 1, 2014 – 2.75%
- 2015 – Effective January 1, 2015 – 2.75%

**Retroactive wages will be paid to all employees employed during the subject contract periods.

Section 2. Rates for Higher Skills.

(a) In case an employee is temporarily assigned to a position or is required to serve in and accept the responsibility for work in a higher class or position, said employee shall be compensated at his usual hourly rate plus the difference in hourly rate between his position and the rate of the higher position to which he is assigned. To qualify for the higher rate of pay it shall be regular and continuous for five (5) or more hours. Selection of an employee for such temporary assignments shall be determined by the employee's suitability for the work to be performed and his time in grade.

Employees required to serve as Shift Commander shall receive \$1.50, per hour over and above the Captains salary. To qualify for the higher rate of pay, it shall be regular and continuous for five (5) or more hours.

(b) The City agrees to pay Five Hundred Twenty-Five (\$525.00), per year to each employee who is a certified Emergency Medical Technician (E.M.T.). This money is to be paid on a quarterly basis. Effective July 1, 1992, each employee will be responsible for the cost of his own certification or re-certification should the employee elect same.

(c) Officer Mechanic: Members designated by the Deputy Fire Chief as Officer Mechanic shall be paid the difference between the Step 3 pay rate of Firefighter and Firefighter Mechanic then in effect added to the Officer's rate of pay. The rate shall increase each year consistent with the contract raises provided for all employees. To receive this rate, members must physically be on duty.

(d) EMS Supervisor: Members designated by the Deputy Fire Chief as EMS Supervisor shall be paid the difference between the Step 3 pay rate of Firefighter and Lieutenant then in effect added to the Officer's rate of pay. The rate shall increase each year consistent with the contract raises provided for all employees. To receive this rate, members must request the differential for specific hours worked as EMS Supervisor.

Section 3. Overtime Pay.

(a) Overtime scheduled in addition to the regular work week shall be compensated at a rate of time and one-half (1 1/2) his normal hourly equivalent; Effective December 31, 2002 (as per Selchick Award) unit members who work over

15 minutes beyond the end of the shift shall be compensated at the 1.5 overtime rate for all time worked beyond the end of the shift.

(b) All employees will be given the option to work up to eight (8), C.T. days to be paid at one and one half (1½) times per hour which shall be scheduled compensatory time worked over the 2080 hour work schedule.

Employees shall receive payment for compensatory time in equal payments pro-rated over the entire year.

Section 4. Off-Shift Time. An employee who has left the premises and is called back to work after completing his regular tour of duty, or an employee who is called in on his day off, shall be paid at the rate of time and one-half (1 1/2) for normal hour equivalent for all hours worked, he shall be assured a minimum of three (3) hours pay.

(a) In the event of a temporary vacancy due to injury, illness, or absence due to any other temporary condition, the Deputy Fire Chief, may at his option, work regular firefighters overtime at the rate of pay on a time and one-half (1 1/2) basis.

(b) When asking for Mutual Aid (special equipment) the Deputy Fire Chief will request only a reasonable amount of manpower to man the equipment.

Section 5. Training Time. All call-back time or overtime for training purposes and/or “reasonable necessary special details” shall be compensated at the straight time. “Reasonably necessary special details” as an example shall include, but not be limited to, river rescue, high angle, confined spaces, etc.

Section 6. Pay as called for in Section 2, Section 3a, Section 4 and Section 5 of this Article IV shall be calculated and paid in the following pay period.

Section 7. Anniversary Dates. For the purpose of salary, vacation pay, or other compensation schedules, be it here and now agreed that anniversary dates for all members of this department shall be in accordance with the following schedule:

(a) If a member's date of employment or promotion falls between the dates of January 1 through March 31, his anniversary date of service shall be January 1.

(b) If a member's date of employment or promotion falls between the dates of April 1 through June 30, his anniversary date of service shall be April 1.

(c) If a member's date of employment or promotion falls between the dates of July 1 through September 30, his anniversary date shall be July 1.

(d) If a member's date of employment or promotion falls between the dates of October 1 through December 31, his anniversary date shall be October 1.

Section 8. Increases in Salary.

(a) Increases in salary will be effective at the start of the pay period commencing with each second anniversary date described above, or in the case of promotion, at the start of the pay period in which promotion occurred.

Section 9. Starting Rate for New Employees. New employees will be paid the starting rate for the position to which assigned. The starting rate will be a probationary rate and shall remain in effect until the firefighter has completed one year (52 weeks) of service. Upon completion of one year (52 weeks) of service, he shall be advanced to the next step in the wage schedule. Only after fulfillment of the above requirements the employee will receive permanent appointment.

Section 10. Promotions. In the event an employee is permanently promoted to a position having a higher salary schedule, s/he shall be entitled to be paid the first step of the new schedule so transferred to until the probationary period has ended.

Section 11. Demotions. Employees demoted for any reason to a job having a lower salary schedule shall be paid their own rate of pay or the maximum of the salary range to which demoted, whichever is lower.

Section 12. Longevity.

(a) Effective January 1, 2008, longevity benefits shall be granted to all Fire Department personnel who have completed years in accordance with the following schedule:

- \$ 1460.00 after four (4) years of service
- \$ 1,560.00 after nine (9) years of service
- \$ 1,660.00 after fourteen (14) years of service
- \$ 1,760.00 after eighteen (18) years of service
- \$ 1,960 after twenty-four (24) years of service

(b) Computation of longevity increments shall commence with the first payroll following the firefighter's anniversary date.

(c) Payments of longevity allowance as computed in accordance with Section 12 shall be paid as a separate check the first Friday in December, except that if an employee resigns with two (2) weeks notice, retires, or in case of death prior to December, he shall be paid his pro-rated share of his last check.

(d) Employees may elect to receive longevity payments in twenty-six (26) equal payments pro-rated over the entire year, in addition to their regular pay. Notice must be given to the Deputy Fire Chief each year before December 10th of the preceding year.

Section 13. Court Time. In the event any off duty employee of the Fire Department has to attend a departmental hearing or court on behalf of the City for any

job related matter, all time spent shall be compensated at the rate of time and one-half (1 1/2) with a minimum of two (2) hours pay.

Jury Duty. All employees who are scheduled to work and are called for Jury Duty or when subpoenaed as a witness to testify regarding an incident which is job related will receive their regular pay on the days they actually serve, provided they present a copy of the Jury Duty notice as well as evidence of serving. Any monies received for serving on Jury Duty from either the County, the State or Federal Court shall be paid over to the City. Such employee shall return to work within a reasonable time after being excused, either temporarily or permanently by the Court.

Section 14. The city agrees to pay each Fire Department employee a longevity benefit of One Hundred Dollars (\$100.00) in twenty-six (26) equal payments for one (1) year, in addition to his regular longevity pay. To qualify, the employee must have completed nineteen (19) years of service and must notify the department head before the first pay period in the one-year period in which payments are to be made.

To receive this benefit members must also, during the same period, elect to receive the additional sick day buyout benefit, as described in ARTICLE VIII, Section 1, part (b), paragraph 4 of this agreement. Any member who has already received this benefit shall not be entitled to this benefit in the future.

Effective the year 1990, employees who do not use any sick time during the above period of time, shall receive an additional payment of One Hundred fifty Dollars (\$150.00) at time of his/her retirement.

Section 15. Training.

(a) An Employee who is certified as a State Municipal Training Officer and assigned to that position shall receive as additional compensation the sum of Eight Hundred Dollars (\$800.00) above his/her normal pay. This compensation is to be paid at the time longevity payments are made. An employee who is certified as a State Municipal Fire Instructor and is assigned to that position shall receive as additional compensation the sum of Five Hundred Dollars (\$500.00) to be paid in the above specified manner.

(b) The assignment of Municipal Fire Instructors shall be made by first requesting qualified employees from each platoon who desire to perform these duties to volunteer. In the event that there may be an inadequate number of volunteers in a platoon, then the Deputy Fire Chief or his designee shall equally and fairly allocate training responsibilities among the qualified officers within said platoon.

In the event that an employee is assigned as Acting Municipal Fire Instructor, said employee shall receive the sum of Five and 50/100ths Dollars (\$5.50) per hour above his/her normal hourly rate for each hour of training undertaken, regardless of number of hours actually worked.

In the event that the Acting Municipal Training Officer conducts the platoon training, he/she shall receive additional compensation of Five (\$5.00) per hour above his/her normal hourly rate for each hour of training undertaken, regardless of number of hours actually worked.

The above-stated payment shall be included in the Acting Municipal Fire Instructor or Acting Municipal Training Officer's bi-weekly pay.

For purposes of this section, in the event that the Municipal Training

Officer or Municipal Training Instructor shall perform such duties less than one year, they shall be paid a proportional share of the monies above specified to be based upon the actual time actually so worked in relationship to the calendar year.

Section 16. Code Enforcement Officer.

(a) An employee who is certified as a State Municipal Code Enforcement Officer and assigned to that position shall receive as additional compensation the sum of Eight Hundred Dollars (\$800.00) above his/her normal pay. This compensation is to be paid at the time longevity payments are made.

(b) For purposes of this section, in the event that the State Municipal Code Officer shall perform such duties less than one (1) year, they shall be paid a proportional share of the monies above specified to be based upon the actual time actually so worked in relationship to the calendar year.

Section 17. Station Lieutenant

“A lieutenant who is assigned as “Station Lieutenant” shall be compensated an additional (.60) per/hr for hours worked while physically on duty, except in the capacity of Officer In Charge (OIC). This position shall be offered to Lieutenants on a seniority basis. There shall be no more than one Captain or Station Lieutenant assigned per fire station. The City retains all rights to company and station assignments. Duties are as listed in Article XI of the Rules and Regulations.”

Section 18 – Payment of Base Annual Salary

Annual Base Salary to which a member is entitled will be paid in equal installments over the number of bi-weekly pay dates in a calendar year. Adjustments will be made in the member’s first and last year of employment to ensure accurate compensation for all hours worked.

Section 19 – Pay Days in relation to Holidays

Pay days will be the business day prior to the holiday so as not to delay the payday provided there is no issue out of control of the City preventing payment on that pay day.

**ARTICLE V
Hours of Work**

Section 1. The Standard Workweek. The standard workweek for the Fire Department shall be an average of forty (40) hours per week in accordance with Section 1015.2 of the Unconsolidated Laws of the State of New York.

Section 2. Shift Changes.

(a) For the purpose of this Agreement, the daily scheduling of manpower and shift changes shall be seven-thirty (7:30) AM and five-thirty (5:30) PM.

(b) The City shall schedule two shifts in any twenty-four (24) hour period. The City will put into effect a four-day tour.

(c) The tour of work shall consist of two (2) day shifts followed by two (2) night shifts with four (4) days allowed for rotation time back to the above work shifts.

**ARTICLE VI
Holidays**

Section 1. All members of this Department are to be granted the following legal holidays with pay as the schedule now exists:

New Year's Day
President's Day
Martin Luther King's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
1/2 day before Christmas Day
Christmas Day
1/2 day before New Year's Day

Section 2. Effective January 1, 1982, all employees shall be paid for an additional average day's pay as per Article V, Section 2, at time and one-half (1 1/2) for the twelve holidays in lieu of receiving compensatory time off for these holidays. Effective January 1, 1994, all holiday pay shall be included in the employee's base salary/hourly rate for all purposes.

Section 3. Employees who actually work shall receive additional compensation for any day declared as a national day of mourning and/or prayer or a day of thanksgiving, or for any other extra-ordinary holiday, provided that such day results in the closing of the Municipal Building of the City of Jamestown for regular business on said day. Compensation will be paid to those members working the day shift (0730-1730) of said day, and to those members working on the night shift (1730-0730) which begins on said day. Compensation shall be based on the number of hours worked by each shift, at his normal hourly rate.

Section 4. Holidays.

(a) All employees working in the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day, shall be compensated at time and one-half (1 1/2) times their hourly rate of pay for all hours worked on the day or night shift.

(b) All unit members in the maintenance division or fire prevention bureau, working on the following holidays: Lincoln's Birthday and Election Day, shall be compensated at time and one-half (1 1/2) times their hourly rate of pay for all hours worked on the above mentioned days.

Section 5. Effective January 1, 1989, employees shall have two (2) personal days/nights off or receive two (2) additional days pay at straight time basis. Personal days will be picked off by seniority after the holiday selection. Either a day or night.

Effective January 1, 1994, employees shall have two (2) personal days/nights off or receive two (2) additional average day's pay as per Article V, Section 2, at time and one-half (1 1/2) basis.

Effective January 1, 1997, personal days/nights may be taken in increments of two (2) hours or more.

Requests for personal days and nights will be handled by seniority until fourteen (14) days prior, after which time and up to one and one-half (1 1/2) hours, will be given out on a first request basis. Personal days/nights will be granted so long as no more than four (4) unit members are scheduled off per working shift on any combination of vacation, CT, personal and substitute holiday day.

Members not taking their personal days off shall be paid at time and one-half (1 1/2) for all unused days, by the last pay in January of the following year at the previous year's rate or upon separation of employment. Personal days will be pro-rated in the first and last year of employment.

Effective January 1, 1999, one (1) additional day shall be added (total of three (3) days and/or nights per year). The additional personal day shall be first used and cannot be sold back. The personal day sell-back shall be issued in a separate check by the Friday immediately following the second payday of January of each year, provided it is technically possible for the City. All time used shall come off the first personal day, and the maximum sell-back is twenty-four (24) hours per year.

**ARTICLE VII
Vacation Schedule**

Section 1. All members of the Fire Department who have had continuous service in accordance with the following schedule, shall be granted vacations as listed:

Effective 1992.

One (1) year shall be granted ten (10) working days vacation.

Four (4) year shall be granted fifteen (15) working days vacation.

Ten (10) year shall be granted sixteen (16) working days vacation.

Fourteen (14) year shall be granted Twenty (20) working days vacation.

Eighteen (18) year shall be granted twenty-two (22) working days vacation.

Section 2. To facilitate the seniority list, it shall be computed from the date of hire and an accurate and up-to-date seniority list shall be posted in each station by the 15th of October of each year. The purpose of the list is for vacation selection for the following year. The selection shall be completed by December 1 and shall be posted in each station prior to December 31. Failure by the employee to select his/her vacation schedule as per the schedule below within twenty-four (24) hours after they are personally notified (not by leaving a phone message) by the Deputy Fire Chief or his designee that it is their pick shall cause the employee to forfeit their choice, therefore, the Deputy Fire Chief will assign him/her their vacation due for that selection.

Selection Schedule:

First Selection by	October 25
Second Selection by	November 4
Third Selection by	November 14
Fourth Selection by	November 24
Remaining Selection by	December 1

Effective January 1, 1999, all vacation picks shall be made before CT picks, in accordance with the above procedure.

Section 3. All lost time due to illness or injury shall be counted as time worked in the computation of vacation allowances.

Section 4. Notwithstanding any other provisions of the law, a member shall be entitled to be paid in cash at the time of his retirement from the City service pursuant to the provisions of the Civil Service Law of the state of New York for the monetary value of the unused vacation time standing to the credit of such member at the time of his retirement. In the case of death while in service of any member, such payment will be made to the member's designated beneficiary.

Section 5. All employees working in the maintenance division or fire prevention bureau at the time vacations are selected as per Article VII, Section 2, shall receive an additional five (5), (effective January 1, 1994, seven (7) days vacation over and above vacation days due them as per above vacation schedule.

ARTICLE VIII Sick Leave

Section 1.

(a) All full-time employees shall be entitled to sick leave with pay. Sick leave shall accrue at the rate of one (1) day for each calendar month of service.

(b) The sick leave herein provided for shall be cumulative which is hereby construed to mean accumulation for all unused sick leave for any number of years from January 1, 1945. No employee shall be entitled to use more than one hundred eighty (180) working days sick leave with pay within any one calendar year. Every employee shall be entitled to take all accumulations of sick leave with pay as above provided but

not to exceed one hundred (100) working days, at the time of his retirement from employment, pursuant to the provisions of the Civil Service Law.

Any employee at time of retirement who has accumulated one hundred (100) or more days sick leave and wishes to continue his health insurance, the City will pay the employee's share of such health insurance for a twelve (12) month period. If the employee so chooses dependent coverage, it shall be paid by the employee.

Effective March 22, 1999, the amount of sick leave which may be sold back at the time of retirement shall increase from one hundred (100) to one hundred thirty-four (134) days.

Effective January 1, 2005, any employee who gives the City a one-year advance notice of his/her intention to retire, by completing the request form (attached hereto as Exhibit E) shall be allowed to sell back 50% of additional accumulations of sick days above one hundred thirty-four (134) days at his/her retirement. To qualify for this additional benefit, said member must retire on or within two (2) weeks of his/her intended retirement date. Should said member elect not to retire within the two week specified retirement date, then he/she is disqualified, permanently, from selling back additional accumulations of sick days above one hundred thirty-four (134) days. Any member retiring in 2005 will be granted this benefit provided they give the City notice of their intention to do so within (30) days of the last parties approval and/or ratification of this Agreement. The City may, under extenuating circumstances, waive the one (1) year and/or two week notice periods.

(c) In case of death of any employee while still employed, such benefits as above (one hundred thirty-four (134) days sick leave, same as per retirees) shall be paid to his beneficiary or estate.

(d) Effective the signing of this agreement, the parties agree to a sick loan memorandum of understanding, as attached hereto as Exhibit E.

Section 2. Sick leave shall be granted a member for absence from duty because of actual personal sickness, non-compensable bodily injury or disease or exposure to a contagious disease.

Section 3. Holidays, vacation days and regular days off shall not be counted in computing sick time.

Section 4. Any employee taking time off on sick leave may take up to four (4) days or four (4) nights or any combination of days or nights not to exceed a total of four (4) days in one (1) calendar year without furnishing a doctor's certificate. The employer may require employees who take more than the aforementioned four (4) days sick leave to furnish a doctor's certificate if the employer perceives the employee is abusing sick leave. If the employee refuses to furnish said certificate and/or if the employee is abusing sick leave, the employee may be subject to discipline.

Employees after the fifth (5th) day of sick leave may receive a verbal warning.

Employees after the sixth (6th) day of sick leave may receive a written warning.

Employees after the seventh (7th) day of sick leave may receive a second written warning.

Employees after the eighth (8th) day of sick leave may receive a three (3) days off without pay.

Employees after the ninth (9th) day of sick leave may receive a Five (5) days off without pay

Employees after the tenth (10th) day of sick leave may be discharged. The foregoing notwithstanding, an employee suffering from a continuing illness or a chronic medical condition shall file a doctor's certificate with the head of the department after taking time off for sick leave for said illness or chronic condition as hereinbefore provided. Such certificate shall state the chronic condition as herein before provided. Such certificate shall state the nature of the illness or chronic condition and expected duration thereof. Thereafter such employee shall not be required to submit any further doctor's certificate for the remainder of the calendar year for additional sick leave taken as a result of such illness or chronic condition except under the request of the head of the department.

For the purposes of this provision, a sick leave lasting one (1) or more consecutive days, with doctor's certification, for the same illness, shall not count as part of the four (4) days.

For the purposes of this provision, a sick leave without a doctor's certification, lasting more than one (1) consecutive day but no more than four (4), days, for the same illness, shall count as one (1) day toward the aforementioned four (4) days.

Section 5. Effective January 1, 2005, the 1993 sick bonus is eliminated.

Section 6. Any member who incurs an injury or illness in the line of duty shall receive full pay as pursuant to the existing General Municipal Law, Section 207A, and shall continue to accrue sick time and vacation time as though he were actually on duty.

Section 7. Leave Due to Death in Family. All members of this bargaining unit shall be granted without loss of pay up to a maximum of four (4) working days due to death in the employee's immediate family. In any event, the first scheduled working

day after the funeral of the deceased shall be the final day of such leave. Immediate family shall mean: spouse, natural, foster or step parent, child, brother, sister, father-in-law or mother-in-law, foster child, grandchild, or any other person that is permanently living in the household and has been living in such household for a period of one (1) year or more.

A leave of absence not to exceed one (1) working day shall be granted for death of brother-in-law, sister-in-law, grandparents, uncle, aunt and first cousins or any relative permanently living in the household.

Section 8.

(a) All employees shall be granted two (2) days for emergency admission to a local hospital for immediate members of his family, as defined above in Section 7. (Also see EXHIBIT C, Item 14)

(b) A maximum of three (3) days for a scheduled admission to a hospital outside the city area for his spouse, child, natural parents, and father-in-law and mother-in-law. All time after the first day shall be deducted from his accumulated sick leave.

(c) If the city has reasonable cause to believe that family leave has been abused, the employee will be given an opportunity to offer information in support of his/her use of leave.

ARTICLE IX Extended Leaves of Absence

Section 1. Such leave of absence may be granted by the department head if the requesting member has made said request in writing and presented it at least ten (10) days prior to effective date of leave. This leave of absence may be granted for a period not to exceed thirty (30) days.

Section 2. Should it become necessary for any member to seek a leave of absence for due reason or cause well in advance of the anticipated date, the department head shall give all cooperation as necessary to gain a leave of absence for a period up to three (3) months. The department head will make recommendation to the City Council or Mayor should additional time be necessary.

Section 3. Any member of the Association who is selected by the Association to participate in any of the union activities shall be granted a leave of absence without pay at the request of the union. Such leave is not to exceed one (1) month. It may be renewed by mutual consent at any time upon request of the union.

**ARTICLE X
Insurance**

Section 1. The City shall provide each full-time employee with a group insurance program as follows:

Hospital Benefits:

Guarantee semi-private room and board for 145 days with unlimited miscellaneous.

Surgical Fees:

Reasonable and customary.

Assistant Surgical Fees:

25% of the reasonable and customary charge.

Medical Expenses Benefits:

First visit.....\$40.

Second visit.....\$40.

Third to 145th visit.....\$40.

Diagnostic x-ray and Laboratory:

Diagnostic x-ray.....\$300 unscheduled

Diagnostic Laboratory.....\$300.00 unscheduled

Radiation Therapy.....\$500.00

Supplemental Accident:.....\$400.00

Supplemental Major Medical:

Maximum for each disability.....Unlimited

Well Baby Doctor Visit: Pay up to \$50.00/year at 100%, through preschool age. No additional coverage under major medical.

Annual Physical Exams: Pay up to \$75.00/year at 100%.

No additional coverage under major medical, but may be applied to deductible.

Routine Gynecological Exam: Annually, to include pap smear and mammogram (mammogram using New York State Department of Health guidelines).

Personal deductible per calendar year-all causes.....\$150.00

Reimbursement first \$10,000

Annual at.....80%

If Preferred Provider used.....90%

Reimbursement over \$10,000

Annual at.....100%

Maximum family deductible.....\$300.00

Employee's Monthly Cost: Effective January 1, 2014

Single (no Dependents) 17% of premium

Married or Single (with Dependents) 17% of premium

Effective 2015, a voluntary Health and Wellness Program shall go into effect as set forth in Appendix C. If an active employee or retiree elects not to participate in the Health and Wellness Program, the premium shall be 22% of the premium effective January 1, 2015. If an active member or retiree elects to participate in the wellness program and completes the steps as outlined in Appendix C, the employee or retiree will continue to pay 17% of the premium.

The parties agree that the preadmission certification and alternatives to hospitalization will go into effect upon approval of the agreement between the parties.

All employee medical and dental insurance premium contributions will be converted to pre-tax dollars under Section 125 of the IRS law if the employee so chooses, at no cost to the employee. Should pre-tax benefit be lost to changes in the IRS law, Local 1772 reserves the right to reopen medical and dental insurance premium contribution negotiations.

The city is willing to establish, as an option, a Flexible Spending Account for those employees who may be interested. The cost of design and installation of the Flexible Spending Account will be paid by the city; however, the employee will be expected to pay the monthly administration cost, not to exceed \$3.00/month/employee.

Effective January 1, 2014, all members of the unit shall pay 17% towards the total monthly premium for dental insurance.

Dental changes would be for all new claims filed after approval of this Agreement.

Effective January 1, 1992, the City will increase the basic dental plan maximum from \$1600.00 per person per benefit year to \$2000.00 per person per benefit year.

Effective January 1, 1992, the city will increase the Orthodontia maximum from \$1700.00 at 50%, per person per lifetime to \$2000.00 at 50%, per person per lifetime.

THE ABOVE IS A SUMMARY OF THE PLAN AND WILL BE SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE CITY OF JAMESTOWN HEALTH CARE PLAN, PLAN DOCUMENT #200.

In lieu of a three (3) percent increase in wages, effective January 1, 1987, employees who retire will be eligible for continued participation in the same health and dental insurance plans of the City as provided for active employees provided that such retirees continue to pay to the City an amount of money equal to amounts paid towards health and dental insurance premiums as active employees are required to pay to participate in said health and dental insurance plans.

Upon the death of an eligible retired or active employee, the spouse of such employee may continue to participate on the aforementioned health and dental insurance plans provided such spouse continues to pay the portion of premiums required to be paid by an active employee.

This coverage shall continue until such time as said spouse shall remarry or die whichever event sooner occurs. Should said retiree or his spouse become eligible for insurance coverage through Medicaid, Medicare or Veteran's Administration then and in that event said insurance plans provided by employer shall constitute secondary coverage.

In the event such other equivalent health and/or dental insurance coverage or insurance coverage through Medicaid, Medicare or Veteran's Administration shall be involuntarily discontinued, an eligible retiree or his spouse may upon request be restored to the benefits herein provided.

An employee eligible for reinstatement to the City's health and dental plans as above stated shall be reinstated to such plans by the City on the first day of the month following notification that the retiree wishes to have his or her participation reinstated.

For purposes of this paragraph, a retired employee shall be defined as one qualified to retire and receive retirement benefits in accordance with the provisions of the New York State Employee Retirement System.

The terms, conditions and covenants contained in this paragraph shall survive the expiration of the labor agreement of which this paragraph is a part and shall also survive all future labor agreements which may be negotiated by and between the parties hereto or their successors or assigns and shall continue in full force and effect and continue to have application to all employees of the Jamestown Fire Department who are covered by the terms, conditions and covenants of this agreement as employees of the Jamestown Fire Department who were employees of the Jamestown Fire Department as of January 1, 1987 and to employees who are hired by the Jamestown Fire Department and who are covered by the terms, conditions and covenants of the collective bargaining agreement of which this paragraph is a part during all or a part of the term of this agreement unless or until the City of Jamestown no longer directly or indirectly offers employee health and/or dental benefits by virtue of the implementation of a mandated state or federal health insurance plan that affords substantially the same health insurance coverage to all citizens of the State of New York or of the United States of America.

A retired employee shall be defined as one qualified to retire on accordance with the provisions of the New York State Employees Retirement System.

Maternity benefit claims shall be treated the same as any other illness.

Effective January 1, 1988, or before, the City will provide self-funded optical and drug plans. In the event said plans are not available on January 1, 1988, the City agrees to negotiate with the Association concerning alternate optical and drug plans.

See Appendix A for Vision Care Program.

See Appendix B for Prescription Drug Program.

See Appendix C for Wellness Program.

Section 2. Effective the signing of this agreement the parties agree that the City and Union will establish an insurance oversight committee. The Union has the right to appoint one (1) representative and one (1) retired member. These members shall be given full access to review any and all financial audits of the City's self funded medical insurance plan, with the exception of those items that are excluded by law. These members shall not have any decision-making authority with regards to the plan but will be given an opportunity to express opinions to the committee. The Union will receive cooperation from the City with any requests for an independent auditor, provided that the Union pays for the audit.

ARTICLE XI Pension Plan

Section 1. Effective April 1, 1969, the City will provide and maintain a non-contributory retirement plan under Section 384 of the New York State Retirement and Social Security Law which will provide a twenty-five (25) year retirement of one-half (1/2) pay.

Section 2.

(a) Effective April 1, 1971, the City shall make available to the employees that so desire the non-contributory "25-year career" plan, Section 375-G.

(b) The new Guaranteed Ordinary Death Benefit provides that upon death of an eligible member, his beneficiary shall receive a payment equal to three (3) times the yearly salary, but not to exceed the maximum of \$20,000.00. To be eligible, the employee must meet the requirements of the present ordinary death benefits except for more lenient conditions concerning the periods of membership and employment.

In addition to the Guaranteed Ordinary Death Benefit, the City agrees to make available to each member of the fire department, who so chooses, life insurance as provided through a group life insurance plan sponsored by and endorsed by the New York State Professional Firefighters Association, Inc., currently in the amount of \$50,000.00. The cost for such coverage to the city shall not exceed \$7.85 per pay period per firefighter who has made such choice.

In addition to the Guaranteed Ordinary Death Benefit listed above, the City agrees to make available to each member of the association who chooses, life insurance for his dependents. Said insurance is to be provided through a group life insurance plan sponsored and endorsed by the New York State Professional Firefighters Association, Inc. The current dependent coverage is \$20,000.00 for spouse and \$5,000.00 for each child. The cost for such coverage to the City shall not exceed \$2.21 per pay per firefighter who has made such choice.

(c) Pension will be computed on earnings in the final twelve (12) months of service. (Final year's average.)

(d) The City agrees that in the future, if veterans credit time is available on an individual cost basis, it shall adopt this plan for the Association members involved, provided employee pay his share.

Section 3. Effective April 1, 1974, the City shall make available to the employees

that so desire a non-contributory improved special twenty-year plan, Section 384-D or non-contributory improved "20-year career plan" Section 375-I.

As an option, the City will make available, effective April 1, 1974, "Additional 1/60" a supplemental special to twenty-five year plan and Section 384-F, G, and H.

ARTICLE XII

Vacancies

Section 1. Be it hereby agreed that so as not to endanger the public safety not to endanger the safety of the firefighters because of a shortage of manpower either on a departmental or individual fire company basis, all vacancies determined by the Employer to exist are to be filled by selection from an existing Civil Service List. In the event no applicants are available from such list, the Deputy Fire Chief may appoint a qualified temporary applicant.

Section 2. The Employer will determine when such vacancy exists and will make every effort to fill such vacancy as soon as practicable in accordance with section 1 of this Article XII.

Section 3. Vacancies Defined. A vacancy under this Article XII shall be defined as an opening existing as a result of an employee leaving the active service of the Fire Department because of retirement, service-incurred injury, death, extended illness, which in the opinion of the Employer needs to be filled in order to satisfy the condition of Section 1 of this Article XII.

Section 4. Temporary Vacancies. In the event of a temporary vacancy due to injury, illness, or absence due to any other temporary condition, the Deputy Fire Chief may by his option work regular firefighters overtime at the rate of pay on a time and one-half (1 1/2) basis. The selection of employees for such temporary assignment shall be made from a volunteer list of firefighters who wish to work such overtime. The

department will continue the policy and procedure as established in the past in regard to the above paragraph.

ARTICLE XIII
Military Service

Any employee covered by this agreement who is now in the armed services of the United States as a result of his first enlistment or draft or any employee subject to be called in to the armed services upon his return to work shall be governed in accordance with the Selective Service Act, which was approved in 1940, its various amendments, renewals and extensions, and shall be subject to all Federal and State Laws and all valid rules, regulations, interpretations, and executive orders of governmental bodies or authority that hereafter might be made.

ARTICLE XIV
Uniforms

Section 1. All protective gear which is required by departmental Rules and Regulations to be worn shall be provided and maintained by the employer.

Section 2. Clothing and protective gear will be replaced as needed upon inspection by authorized personnel of the Fire Department and an authorized representative of Local 1772, with a member of the grievance committee consulted if the Association feels the replacement is necessary.

Section 3. All clothing which is required by Departmental Rules and Regulations shall be provided by the employer and may be worn to and from work and for Fire Department use only. Each member will be required to maintain his/her work uniform insofar as cleaning them and minor repairs except as otherwise provided herein.

Section 4. The City will have dress jacket and turn out gear cleaned as

needed.

Section 5. The City shall provide 100% cotton uniforms on a phase-in basis as uniforms are worn out, provided such uniforms are reasonably available.

ARTICLE XV Grievance Procedure

Section 1. For the purpose of resolving alleged grievances of members of the Jamestown Fire Department, the following grievance procedure is accepted by the City and shall be followed by both parties in agreement:

Step 1. A meeting will be held between the aggrieved employee(s) and the designated Battalion Chief with the presence of the Association representatives in attendance if requested by either party. The results of said meeting will be reported to the Grievance Committee chairman prior to Step 2. Any employee working as Deputy Chief in an "Acting" capacity will not participate in grievance Step 1.

Step 2. Should there be no solution for said grievance through the above listed Step 1 within four (4) days, the aggrieved member will present his grievance in writing to the Grievance Committee of the Association who will in turn present it to the Deputy Fire Chief.

The Deputy Fire Chief will call a meeting within five (5) business days of receipt of written statement, such meeting to include all aggrieved parties; the Battalion Chief involved in Step 1, representatives of the Grievance Committee of the Association and the Deputy Fire Chief.

Step 3. If within a period of fourteen (14) calendar days there has been no solution to the presented grievance through the office of the Deputy Fire Chief, either party may present said grievance to the Mayor's representative.

Step 4. In the event that such matter has not been satisfactorily resolved within fourteen (14) calendar days by the Mayor's representative, either party may file a Demand for Arbitration with the New York State Public Employment Relations Board within sixty (60) days from receipt of the Step 3 decision.

Step 5. The parties agree that when a grievance is moved to the point of arbitration, the parties shall then utilize the list from The Public Employment Relations board to resolve the grievance. All costs involved in the arbitration of the grievance shall be borne equally between the parties, and decisions rendered shall be final and binding on the parties and affected firefighters. The arbitrator shall have no power to add to, subtract from or modify any terms of this agreement.

Section 2. Pay for Grievance Time. No more than two (2) designated members of the Grievance Committee called upon to participate in any step of the grievance procedure shall be afforded time off without loss of pay from their regularly scheduled working hours.

Section 3. The grievance procedure as set forth in the contract may be used by the Association and/or the City to settle disputes arising out of the interpretation or application of any provisions of this agreement.

Section 4. All alleged violations of the application or interpretation of this agreement must be filed within sixty (60) days from the alleged occurrence. Any action not so filed will be determined to have been waived.

Section 5. All competitive class employees shall be afforded the protection by Section 75 of the Civil Service Law. Any employee served with notice shall be given the opportunity to reply and shall be afforded the right to use the grievance procedure as per contract. Employees using the protection of Section 75 of the

Civil Service Law will not be entitled to use the grievance and/or arbitration procedure.

**ARTICLE XVI
Reciprocal Rights**

Section 1. Designated Representatives.

(a) The City recognizes the right of the members covered by this agreement to elect or otherwise designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the conditions of this contract and to visit any or all firefighters during their scheduled tour of duty as long as it does not interfere with the performance of duties. Such representatives shall also be permitted to appear at any public hearings or Boards of Inquiry at the request of or as are pertinent to the firefighter in the City of Jamestown.

(b) The Association shall submit the names of elected representatives and grievance committee members in writing to the head of the department and the Mayor's representatives. The Association also agrees to notify these two (2) offices of any changes of such representatives.

Section 2. Bulletin Boards. The Welfare and Grievance and such other standing committees of the Association shall have free access to all Bulletin Boards in all stations for the purpose of posting notices pertinent to the Association functions, subject to the approval of the Deputy Fire Chief.

Section 3. As in Section 2, these committees shall have the right of admittance to all stations to prepare, negotiate and attend grievance or other committee business as is necessary so long as it does not interfere with the performance of duties, and further provided prior approval of the Deputy Fire Chief

has been received.

Section 4. The elected and appointed officers of the Association and the representatives of the various committees shall have the full cooperation of the Deputy Fire Chief for the purposes of attending any local union meeting, regular or special meetings, district meetings or conference, seminar or conventions as the membership deems necessary. The Deputy Fire Chief shall grant such time without loss of pay to no more than two (2) representatives at one time to attend such conference.

Section 5. The President and Secretary of the Association shall be normally assigned to Fire Station One, if they so desire.

Either above listed officer desiring such assignment shall notify the Deputy Fire Chief in writing no later than October 1 of each year.

ARTICLE XVII General Provisions

Section 1.

(a) All department rules and regulations have been written, and are current and up-to-date with the changes that have been made. These written rules are accepted by the Association as the rules and regulations governing all officers and members of the Jamestown Fire Department.

(b) It is hereby agreed that the City will furnish to all members of the Jamestown Fire Department with a complete and up-to-date set of Rules and Regulations. Changes made shall be printed as a supplement.

(c) The Employer agrees to consult with the Association prior to changing any rules and regulations by utilizing the provisions of Section 7 of this Article XVII.

(d) The parties agree that any changes in existing working conditions must be mutually agreed upon between the parties, in writing, and signed by the parties herein.

Section 2. Any changes in department hours which are not consistent with the foregoing agreement shall be negotiated between the parties represented in this agreement.

Section 3. In accordance with the Civil Service Laws of the State of New York, preference may be given a candidate for the Fire Service with a residence within the City of Jamestown. However, it shall not be necessary for permanent members of the Fire Department to reside within the City, their only restriction shall be to the legal confines of the County of Chautauqua. Employees shall be hired in accordance with Civil Service Laws. In the event the Residency Law is changed to hire only City of Jamestown residents, employees on the job at the time of the law shall have three (3) months to move outside the City limits.

Section 4. The City agrees that there will be no transfer of members to other departments of the City nor shall members of other departments be transferred to the Fire Department.

Section 5. The designated negotiating committee made up of no more than five (5) members of the Association shall be afforded time off without loss of pay from their regularly scheduled working hours for the purpose of contract negotiations. Such time off shall not be used in the computation of any overtime allowance.

Section 6. This agreement and all provisions herein and the benefits conferred by this agreement, are subject to all applicable laws and in the event any

part of this agreement shall be held invalid, said provision shall not bind either party but the remainder of the agreement shall remain in full force in effect.

Section 7. Fire Labor-Management Committee. A Fire Labor-Management Committee shall be established for the purpose of discussing matters of mutual concern, but not to include amendment of this contract. This committee shall be limited to no more than four (4) labor and four (4) management members and will meet at mutually agreeable time with the intent of meeting at least once every two (2) months subject to the call of the Mayor's representatives or the President of the Association.

Section 8. No amendment or alteration of this agreement shall be binding on either party unless it is in writing and signed by the Mayor and either the President or Vice President and one duly authorized representative of the Association.

Section 9. The City agrees to defend and pay any settlements, claims, or judgments brought against or recovered against any member of the department arising from the member's activities in the performance of duty only, including but not limited to operation of Fire Department vehicles or apparatus.

Section 10. New members and/or probationary members will be notified in writing by the Deputy Fire Chief of the Department, per sample letters contained in the Appendix.

Section 11. The City agrees to provide, at no cost to the employee, professional counseling services for the employee, spouse and children to help alleviate problems that may exist due to the employee's occupational stress. These counseling sessions shall remain confidential between the employee, family and counselor. Information shall be released to the City only upon written consent of

the employee. The Deputy Fire Chief shall promulgate a general order regarding psychological assistance.

Section 12. The City and the Union hereby agree to jointly develop and pursue a plan for the provision of metro fire services. It is the mutual intent of the parties that metro fire services will include and incorporate the Professional Fire Department employees of the City of Jamestown. Any such plan will include provisions for the continued job security of the present Fire Department employees of the City of Jamestown, whether such is accomplished by merger, accretion, subcontracting, consolidation or any other mechanism. The Union shall be a participating member together with the City on any commission, panel, committee or any other organization established to discuss the issue of providing metro fire services. Moreover it is mutually agreed that the Union shall be consulted at each stage of negotiations and shall be a full participant in such negotiations or discussions.

Section 13. No current employees will be laid off. The list of current employees covered by this provision is attached hereto as Exhibit B.

Section 14. The City shall provide an updated insurance booklet to all members of the Union with updates provided within twenty-one (21) calendar days or sooner if reasonably possible, of the City receiving any updates. This will include retirees.

Section 15. The City will provide, at no cost to the members or Union, updated Contact books printed by a Union printer, or by the City of Jamestown on 8 ½ x 11 sheets of paper in standard type not later than sixty (60) days of ratification and final execution of the Contract. The City shall provide 8 ½ x 11 binders for the

Collective Bargaining Agreement.

Section 16. Section 207(a) recipients shall receive a full copy of the Contract with the Side Letters within sixty (60) days of ratification and final execution of the Collective Bargaining Agreement with updated Insurance Books.

Section 17. The parties agree to discuss and reduce to writing a CT Policy which is agreeable to both parties.

Section 18. The City and the Union agree to form a committee to develop a wellness program at the parties' earliest mutual convenience.

Section 19. The parties agree to negotiate further and develop policies for the following areas through a joint committee: call-back policy, light duty policy, personnel file policy and volunteer policy. Effective January 1, 2004, both parties agree to further discuss an EMS proposal.

Section 20. The parties agree to incorporate the terms and conditions of the Howard G. Foster Award, (PERB Case Number IA201-025) into this collective bargaining agreement. The Award covered by this provision is attached hereto as Exhibit A.

Section 21. The City of Jamestown and the Jamestown Professional Firefighters Association, Local 1772 agree to interpret the Impact Arbitration Award, item number 2 of Opinion and Award (Perb Case number IA201-025) to be as follows: If a member is on full duty status for at least 260 hours during a quarter, he shall be entitled to a full share of the Impact payment for that quarter. Trades between members will not be used in the computation of the 260 hours. This agreement shall be effective retroactive to October 1, 2002. As of July 1, 2003

Impact shall be distributed on the odd Friday in between the first & second pay of the month following the end of the quarter.

Section 22. The parties agree to incorporate the terms and conditions of the Letter of Agreement into this collective bargaining agreement. The letter of agreement covered by this provision is attached hereto as Exhibit C (Battalion Chief's Agreement, Staff Count for Impact, etc.).

ARTICLE XVIII Resolution of Disputes

It is hereby agreed by both parties of this contract that all disputes in the course of negotiations be resolved pursuant to Section 209 of the Public Employees' Employment Act.

ARTICLE XIX Term of Agreement

This Agreement shall become effective January 1, 2012, and shall terminate on December 31, 2015. All provisions of the Agreement will remain as is and shall terminate on December 31, 2015 unless otherwise specified.

This contract shall be automatically renewed from year to year thereafter unless either party shall notify the other party, in writing, no earlier than June 1 and no later than June 15, or as hereinafter provided for any renewal period, of the party's intention to change, alter, amend, or terminate this contract. It is agreed and understood that negotiations pursuant to the above notice shall begin no later than July 1 thereafter.

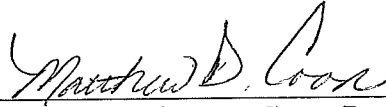
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed, each by its duly authorized officials and representatives the day and year first above written.

CITY OF JAMESTOWN, NEW YORK

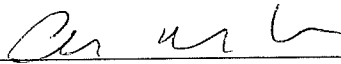


Samuel Teresi, Mayor

**JAMESTOWN PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL 1772, AFL-CIO**



Matthew D. Coon, President



Andrew Caruso, Secretary

EFFECTIVE JANUARY 1, 2012

JANUARY 1, 2012 COMPENSATION SCHEDULE

Probation Rate- \$35,952.58 (17.29)

	1	2	3	4
Firefighter	\$43,303.51 20.32	\$46,886.24 22.55	\$61,091.99 29.38	\$73,311.74 35.25
EMS Supervisor			N/A 32.82	
Lieutenant			\$64,673.18 31.10	\$77,608.44 37.32
Firefighter Mechanic			\$65,849.40 31.66	\$79,019.57 38.00
Officer Mechanic (Lieutenant)			N/A 33.38	N/A 39.60
Officer Mechanic (Captain)			N/A 34.39	N/A 40.82
Captain			\$66,787.59 32.11	\$80,146.32 38.54
Fire Alarm Maintenance Supervisor		\$68,558.86 32.97	\$70,374.96 33.84	\$84,450.86 40.61

EFFECTIVE JANUARY 1, 2013

JANUARY 1, 2013 COMPENSATION SCHEDULE

Probation Rate- \$35,952.58 (17.29)

	1	2	3	4
Firefighter	\$43,303.51 20.32	\$46,886.24 22.55	\$61,091.99 29.38	\$73,311.74 35.25
EMS Supervisor			N/A 32.82	
Lieutenant			\$64,673.18 31.10	\$77,608.44 37.32
Firefighter Mechanic			\$65,849.40 31.66	\$79,019.57 38.00
Officer Mechanic (Lieutenant)			N/A 33.38	N/A 39.60
Officer Mechanic (Captain)			N/A 34.39	N/A 40.82
Captain			\$66,787.59 32.11	\$80,146.32 38.54
Fire Alarm Maintenance Supervisor		\$68,558.86 32.97	\$70,374.96 33.84	\$84,450.86 40.61

EFFECTIVE JANUARY 1, 2014

JANUARY 1, 2014 COMPENSATION SCHEDULE

Probation Rate- \$36,941.28 (17.77)

	1	2	3	4
Firefighter	\$44,494.36 21.40	\$48,175.62 23.17	\$62,772.02 30.18	\$75,327.82 36.22
EMS Supervisor			N/A 33.72	
Lieutenant			\$66,451.70 31.95	\$79,742.68 38.34
Firefighter Mechanic			\$67,660.26 32.53	\$81,192.61 39.04
Officer Mechanic (Lieutenant)			N/A 34.30	N/A 40.69
Officer Mechanic (Captain)			N/A 35.35	N/A 41.95
Captain			\$68,624.25 33.00	\$82,350.35 39.60
Fire Alarm Maintenance Supervisor		\$70,444.23 33.87	\$72,310.28 34.77	\$86,773.26 41.72

EFFECTIVE JANUARY 1, 2015

JANUARY 1, 2015 COMPENSATION SCHEDULE

Probation Rate- \$37,957.17 (18.25)

	1	2	3	4
Firefighter	\$45,717.96 21.98	\$49,500.45 23.80	\$64,498.26 31.01	\$77,399.34 37.22
EMS Supervisor			N/A 34.65	
Lieutenant			\$68,279.13 32.83	\$81,935.61 39.40
Firefighter Mechanic			\$69,520.92 33.43	\$83,425.41 40.11
Officer Mechanic (Lieutenant)			N/A 35.25	N/A 41.82
Officer Mechanic (Captain)			N/A 36.32	N/A 43.11
Captain			\$70,511.42 33.90	\$84,614.99 40.69
Fire Alarm Maintenance Supervisor		\$72,381.45 34.80	\$74,298.82 35.73	\$89,159.53 42.87

APPENDIX A

**CITY OF JAMESTOWN
VISION CARE PROGRAM**

The purpose of the City of Jamestown Vision Care Plan is to help employees offset the cost of routine vision care for themselves and their dependents. The City of Jamestown has contracted through Blue Cross/Blue Shield of WNY with certain area vision care practitioners to furnish services and to bill the City, through Blue Cross/Blue Shield of WNY, for covered benefits.

1. ALLOWANCES FOR SCHEDULE OF COVERED BENEFITS.

	1991	1992
*a. Examination.....	\$35.00	..\$40.00
*b. Frames.....	\$35.00	.. \$50.00
c. Lenses (per pair)		
*Single Vision.....	\$25.00	.. \$35.00
Bifocal		
Single.....	\$35.00	.. \$45.00
Double.....	\$55.00	.. \$65.00
Trifocal.....	\$50.00	.. \$60.00
d. Lenticular (including aspheric) \$125.00		
e. Contacts (unless acuity cannot Be 20/70).....	\$125.00	

Note: the lens allowance is for two (2) lenses; if only one (1) lens is needed, the allowance will be one-half (1/2) of the pair allowance.

Contact lenses for other than above amount may be purchased. The amount of reimbursement would be the same as the allowance for regular glasses as above*, plus allowance for examination.

2. VISION EXAMINATION.

A comprehensive eye examination including diagnostic ophthalmic examination, with or without definitive refraction as medically indicated, or a complete vision survey and analysis including but not limited to case history, complete refraction, coordination measurements and tests, visual field charting, and prescription of lenses as needed.

3. CLAIMS FOR COVERED BENEFITS.

Selecting a provider from Blue Cross/Blue Shield of WNY list assures direct payment to the provider according to the schedule listed above. Any excess amount over and above the covered benefit will be your responsibility. However, if you seek the services of a provider who is not Blue Cross/Blue Shield of WNY participating provider, you must pay the full fee. You will then be reimbursed after submitting a claim according to the covered benefit shown above. Claim forms are similar to those used for medical claims and are gray in color. These are available from Blue Cross/Blue Shield of WNY or from the City Insurance Department.

4. IDENTIFICATION.

Each enrollee will be issued an identification card, which you are required to present at the time of service.

5. LIMITATIONS

- a. The examination and survey and analysis are limited to one (1) in any period or twelve (12) consecutive months.
- b. Benefits for the purchase of lenses will be provided once within any twelve (12) consecutive months.

- c. Benefits for the purchase of frames will be provided once within any twelve (12) consecutive months.

6. EXCLUSIONS.

- a. Services rendered as the result of an injury or sickness arising out of the course of employment.
- b. Orthotics or vision training
- c. Prescription sunglasses.
- d. Photochromic or tinted lenses (when amount exceeds covered benefit).
- e. Medical or surgical treatment of the eyes.
- f. Oversize lenses.
- g. Lens coatings or laminating.
- h. Plano lenses.
- i. Any eye examination or eyewear required by the employer as a condition of employment.

All claim inquiries should be made to Blue Cross/Blue Shield of Western New York, PO Box 80, Buffalo, NY (888) 840-6322.

APPENDIX B

CITY OF JAMESTOWN PRESCRIPTION DRUG PROGRAM

The purpose of the City of Jamestown Prescription Program is to provide coverage for the basic prescription drug needs of employees. Assuring broad geographic coverage and quality products and services at competitive prices. The City of Jamestown has contracted, through the current administrator, with certain area pharmacies to accept the benefits payable under the prescription program as full payment for prescription drugs.

BENEFITS.

The basic benefits payable under the drug program are those drugs as prescribed by your physician.

CO-PAYMENT

Co-payments do not contribute to meeting your individual or family deductible.

Effective the first pay period following ratification but in no case later than October 1, 2010 the co-payment for prescriptions will be:

-Generic	\$7
-Single Source Product	\$15
-Multi Source Product	\$35

Effective January 1, 2011, the cost for a maintenance drug prescription (60 day supply) will be one and one-half (1½) times the above amounts.

The cost for a mail order drug prescription (90 day supply) will be two (2) times the above amounts.

CLAIMS.

The participating pharmacies attached will honor your identification card (which must be presented at the time of purchase), collect the required co-payment and submit a billing to City's prescription carrier. Claim forms are **not** necessary when you use a participating pharmacy.

Should you choose to use a nonparticipating pharmacy, you must pay for the prescription and submit a claim to Medco. Medco will reimburse you directly for the amount which would have been paid had your prescription been filled at a participating pharmacy, less the required co-payment. Charges not reimbursed for obtaining a prescription at a non-participating pharmacy do **not** contribute to meeting your individual or family deductible.

Claim forms similar to those used for medical claims are gray in color. These forms are available both from Medco and the Medical Insurance Office at City Hall. Claims must include an itemized receipt including the name of the dispensing pharmacy, patient name, date dispensed, drug dispensed, amount charged, and prescribing physician.

RESTRICTIONS.

The following restrictions apply to the Prescription Drug Program.

1. The quantity of drug dispensed cannot exceed a supply sufficient for thirty (30) consecutive days. However, prescription orders for "chronic" medications may be dispensed in a supply sufficient for sixty (60) consecutive days.
2. Refills are allowed up to twelve (12) months, or as allowed by law, from onset if included in the original prescription.

EXCLUSIONS.

The following items and services are specifically excluded from the prescription drug program.

1. Medications available without a prescription (except insulin).
2. Mechanical devices, artificial appliances and therapeutic devices.
3. Needles and syringes. To be included payable effective July 1, 1993.
4. Vitamins.
5. Medications for an individual who is an inpatient.
6. Any charges for the administration of medications.

7. Charges for medications incurred as a result of an illness or injury which occurred on the job.

Effective July 1, 1993 *:

- *8. Rogaine.
- *9. Retin A (except as prescribed by physician for acne).
- *10. Habitrol and Nicoderm – limited to one time \$300.00 maximum.

All claim inquiries should be made to Blue Cross/Blue Shield of Western New York, PO Box 80, Buffalo, NY (800) 939-3751.

**APPENDIX C
HEALTH AND WELLNESS PROGRAM**

The Good Life Program

The Good Life Program is a voluntary wellness program offered to the employees and retirees of the City of Jamestown. It is a three (3) step program. If you decide to participate in this three step program you will pay 17% of the plan premium for the calendar year. If you do not participate in the Good Life you will pay 22% of the plan premium. This adjustment will occur as of April 1, 2015.

The first two steps of The Good Life are:

Step 1 – Health Screening – height, weight, blood pressure, cholesterol and glucose

You may attend attend a Health Screening event (date and time to be determined) at the Municipal Building. Once a date and time has been selected, you must contact Beth Ecklund at 716-483-7610 to schedule a time.

OR

You may use the Physician Verification Form. You will need to schedule an appointment with your primary care physician to have them fill out the form for you. If you have seen your primary care physician between July 1, 2014 and January 2015, you do not need to schedule a new appointment. You may take the Physician Verification Form to your Dr.'s office and have them fill in the information required using the information they have on file from your visit in the last six months. You are responsible to mail the original copy of the form to the address provided on the form to BlueCross BlueShield (BCBS). PLEASE KEEP A COPY FOR YOUR RECORDS. **The health screening must be completed by March 31, 2015. The form must be postmarked by March 31st.**

Step 2 – Health Assessment

Please use the enclosed instructions to access the Health Assessment on line at bcbswny.com. You will need to register as a member and complete the Health Assessment. The Health Assessment is a series of multiple choice questions about your health. If you need help with the Health Assessment you may schedule a time with Beth Ecklund and she will help you complete the assessment. You may also call the number on the back of your BCBS identification card and a customer service representative will be happy to assist. **The Health Assessment will need to be completed by March 31, 2015.**

If you complete these two steps by March 31, 2015 you will continue to pay 17% of the plan premium. If you do not complete both of these steps you will begin paying the increased plan premium as of April 1, 2015.

After completing the first two steps of The Good Life you will be contacted by BCBS to inform you if you must complete the third and final step of The Good Life program, Health Coaching. If you do have to participate in this step a BCBS Health Coach will contact you. Please see the enclosed information on Health Coaching. **You will have until July 31, 2015 to complete the Health Coaching. If you are required to complete the third step and fail to do so you will begin paying the increased premium of 22% as of August 1, 2015.**

it's time to assess your health

Online health assessments help you understand your levels of health and fitness and how to improve them if necessary. Health assessments also help you doctor focus on your specific needs and provide targeted care.

Health assessments can:

- Identify potential health risks
- Provide you access to covered benefits (e.g., health coaching, health promotion programs)
- Help you to track personal goals online

Before you start:

1. Have your member ID card handy.
2. Ask your doctor for your cholesterol levels (total, HDL, and LDL) and blood pressure (not required, but helpful)
3. If you don't know an answer, don't guess -- this can skew your assessment results.

Your health assessment provides an accurate reflection of your wellness level. You'll receive a personal scoring and information regarding your:

- Overall wellness
- Physical activity
- Tobacco use
- Dietary needs
- Blood pressure
- Mental health
- Cholesterol
- Stress level
- Weight
- Body mass index (BMI)

Information you provide through health assessments is confidential and is not shared with your employer. For more information about our privacy practices, visit bcbswny.com.

See the reverse side of this flyer for step-by-step instructions on how to take your health assessment.



healthy changes
everything.



BlueCross BlueShield
of New York

The Good LifeSM

What you need to know about biometric screenings

- Hooper Holmes helps us conduct on-site biometric screenings.
- Please schedule your event no later than five weeks before the event date.
- Hooper Holmes will arrive one hour prior to the event time to set up.
- Screenings can be performed between 6 a.m. and 7 p.m. to accommodate multiple shifts.
- Hooper Holmes will assist with scheduling screenings. Paper and online scheduling is available.
- A registration table will be set up to assist employees entering the screening event. We can help staff the table, but ask that you also designate a team of employees to assist.
- We will ask for a site contact. After you schedule the screening date(s), Hooper Holmes will contact this person to make sure the event location is set up correctly.

Considerations for employees

- Employees should fast for eight hours prior to the screening. Water can be consumed.
- Please tell employees to bring their BlueCross BlueShield of Western New York member ID card. If they do not have their ID card, they can bring a valid photo ID.
- The following biometric measurements will be collected: height, weight, blood pressure, total cholesterol, LDL, HDL, triglycerides, and blood glucose.
- Screenings take approximately 10-15 minutes.

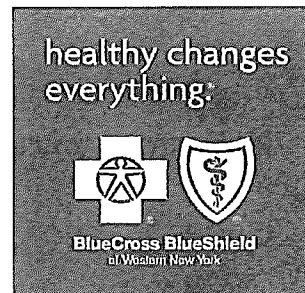
Physician Verification Form Information

- Employees can use the Physician Verification Form (PVF) instead of participating in the on-site biometric screening.
- To use the PVF, employees must have their blood work completed six months prior to the Good Life program start date.
- The employee completes part 1 of the form; the employee's physician completes and signs part 2 of the form.
- We will give you PVFs to distribute to your employees.
- The employee or physician can return the PVF to BlueCross BlueShield.

FOR EMPLOYER USE ONLY

A division of HealthNow New York Inc., an Independent licensee of the BlueCross BlueShield Association.

7745_WNY_10_13



step-by-step instructions for completing your health assessment

If you're new to *Online Services*:

1. Go to bcbswny.com and sign in.
2. Select *Member* from the *I am a* drop-down menu.
3. Click *Register Now* under the *Sign in* area.
4. Enter your identification number, group number, and member number.
5. Click *Continue With Registration*.
6. Fill in the required fields to complete your registration.

After you complete your registration, log into *My Access*.

To log in to *My Health*:

1. Go to bcbswny.com and sign in.
2. Click *My Health* under Health and Wellness.
3. Click *Know Your Health Status* under *Start Here*.

You'll need about 15 minutes to complete the survey.

After you've completed the survey, you will immediately receive your personalized profile. Review your profile and under *Start Here*, click *Take a Wellness Workshop*, *Tour My Wellness Website* to take full advantage of *My Health*.

Hint: You can add wellness workshops to your to-do list and track your progress.

bcbswny.com

BlueCross BlueShield of Western New York is a Medicare Advantage organization with a Medicare contract. A division of HealthNow New York Inc., an independent licensee of the BlueCross BlueShield Association.
5757_WNY_8_12 BCBS867

say hello to your health coach

BlueCross BlueShield of Western New York health coaches are trained professionals who will help guide you to better health. Coaching takes place in person, over the telephone, or online.

Our health coaches are focused on getting and keeping you healthy

What a health coach can do for you:

- Actively support, encourage, and educate
- Help develop goals and plans of action
- Identify barriers to better health
- Show you how to manage and control chronic conditions
- Promote safe and healthy lifestyles

Frequently asked questions:

Is a health coach a physician?

No. Our health coaches are trained wellness professionals including registered nurses, nutritionists, social workers, respiratory therapists, health educators, and exercise physiologists.

Can a health coach prescribe medications?

No. Our health coaches cannot prescribe medications or provide physician referrals.

Will a health coach tell me what to do?

No. Our health coaches work with you to help you identify your wellness needs; however, you ultimately determine your goals. Our health coaches will provide you with the tools and resources you need to succeed.

Does a health coach have access to my medical records?

Our health coaches do not have access to your medical records or health information. However, it is recommended you share any health assessment results with your health coach, so he or she can help you create the most effective wellness plan possible.

To learn more about health coaching, visit bcbswny.com call 1-877-878-8785 and select 2.

A Medicare Advantage organization with a Medicare contract.
A division of HealthNow New York Inc., an independent licensee
of the BlueCross BlueShield Association.



healthy changes
everything.



BlueCross BlueShield
of Western New York

BCBS 864 WNY_5756_06-12

WELLNESS PLAN QUESTION RESPONSES FROM THE CITY OF JAMESTOWN

1. **What if my results are poor? (e.g.) BP, LDL, etc.**
A complete confidential and educational report package will be shipped to your home address for your review. In the report will be information on all the screening tests you had serviced, your screening scores and recommendations for follow up. Also included in your personal report is a Physician Summary Report that you may provide to your Primary Care Provider. If your results are poor, we recommend that you follow up with your Primary Care Provider after receiving your report.
2. **What if I do not want to improve my results? (e.g.) -I smoke, I drink, I don't work out, I like pasta!**
Deciding to improve your results is a personal choice. The Wellness Screening Program provides up-to-date information on your health. It also provides comparative information, so you know where you fall for your age and gender compared to a national benchmark of other Wellness Screening Program participants. Knowledge is Power and early detection saves lives and lowers out-of-pocket health care costs. We give you the results and a place to start. You choose what you want to do with the information. Share it with your doctor or simply use the results to know how you're doing from year to year.
3. **What will my employer know about my results?**
By law, your employer cannot view your personal health information.
4. **Can this information be used in a Civil Service Law § 71-73 proceeding or any other employment related action (eg) discipline for drinking?**
Your results are for you! By law, your employer cannot view your personal health information or use [it] in any other employment related action.
5. **How does the City benefit from the Jamestown Professional Firefighters Association Local 1772 and its members participating in this plan?**
Your employer benefits from gaining aggregate health information on the total population serviced. This valuable aggregate population data serves as a roadmap in employer prevention and health management strategies. Participation also educates participants at the earliest stage to potentially dangerous health conditions. Early detection is the key to best-case medical outcomes, lower healthcare costs for the participant and the employer and avoidance of catastrophic risks and costs associated with high risk conditions. Building a healthier population through early detection, awareness and continuum of care recommendations is the goal of The Wellness Screening Program.
6. **If I hit my target numbers, am I done?**
Hitting your target numbers is the goal for each participant. Maintaining your target number over time is also measured though The Wellness Screening Program. Our risks may change over time as we age. The information you get focuses on the things over which you have control and can maintain or change.....the power you have to be your best at home, work and play.

- 7. What happens after the first blood test? What's next as far as expected member action?**
After your blood test, you will complete a Health Assessment on an iPod Touch at the screening event. Your height, weight, blood pressure, lab test and health assessment answers will be collected into your personal report that is shipped to your home address. You will be encouraged to review your report and you may also go online into your secure health portal to interact with your report. Recommendations for follow up and action plans will be included in your report, as well as a Physician Summary Report that you may share with your Primary Care Provider.
- 8. Is all of this time, testing and addressing related issue outcomes on paid City time or does the member have to use his own leave time?**
Participating in The Wellness Screening Program takes about 20 minutes of your paid work time.
- 9. Who else has access to my testing information?**
Our team of health care professionals will document your height, weight, and blood pressure. LabCorp of America will be processing your lab results. Our team compiles your report and ships confidentially to your home address.
- 10. How does the information get to my doctor and what is expected of him/her?**
Your report will include a Physician Summary Report that you may personally provide to your physician. A small percent of participants may also receive a high-risk critical call from a Wellness Inc. nurse, if your labs are significantly out of range and recommended for immediate follow up from your Primary Care Physician. It is up to your individual physician to review your report and determine any next steps, based on your screening results.
- 11. Why can't this program simply be run through our primary care physicians (e.g.) give them the list of tests to run and allow them to monitor us as they know us best through their course of treatment over the years? (Is population statistical based case better than primary care physician based case and wellness planning?)**
A Wellness Screening Program is not meant to replace your physician, it is meant to help support physician/patient communication. The Wellness Screening Program also allows your employer to gather valuable aggregate data and participants to track and measure their own health on an annual basis. The program is also quick and convenient for participants and provides ongoing support through your secure health portal.

Dear

It is with great pleasure that I inform you that under the provisions of the Rules and Regulations of the Municipal Civil Service Commission and the powers vested in me, I hereby appoint you the position of Firefighter.

This appointment will take effect . Upon successful completion of a probationary period of not less than eight (8) weeks nor more than fifty-two (52) weeks, this appointment will become permanent.

Sincerely,

Chester R. Harvey
Deputy Fire Chief

cc: Personnel File
Deputy Fire Chief's File
Civil Service Commission
Local 1772

Dear

It is with great pleasure that I inform you that under the provisions of the Rules and Regulations of the Jamestown Municipal Civil Service Commission and the powers vested in me, that you have been promoted to the rank of _____ in this Department for a probationary period of not less than eight (8) weeks nor more than twenty six (26) from the effective date of your promotion.

Should your work performance and demonstration of leadership ability as _____ during your probationary term prove satisfactory, your retention in rank at the end of such term will be equivalent to permanent appointment.

Your promotion is to take effect _____ .
You have been assigned to Platoon # _____ ,
Station _____ , Company _____ .

Sincerely,

Chester R. Harvey
Deputy Fire Chief

cc: Personnel File
Deputy Fire Chief's File
Civil Service Commission
Local 1772

EXHIBIT A

AWARD

1. Effective October 1, 2002, The City shall establish a fund to compensate firefighters for the added risk of working on shifts that are staffed with fewer than 12 firefighters ("plus one," or not including the officer-in-charge). The shortfall from 12+1 on each shift will be converted to "units" as follows:

11+1	0.5 units
10+1	1.5 units
9+1	3.0 units

These numbers are not additive. Thus a shift that runs with 10+1 firefighters will generate 1.5 units, not 2 units. Further, for the calculation of shift strength, the shift count shall be the number of firefighters on duty for at least one-half of the shift.

For each unit generated, the City will deposit \$45.00 into the fund.

2. On the first payday following the end of each quarter, the City will distribute the contents of the fund, in equal shares, to all full-duty line firefighters who normally answer alarms, who are on the payroll as of that day. Firefighters on paid or unpaid leave, including those on §207-a leave, during the last full week prior to the distribution shall not be eligible for a share.

3. Full-duty line firefighters who normally answer alarms (again excluding firefighters on leave) shall receive a lump sum retroactive payment of \$100 for each month they were in this status from January 1 to October 1, 2002. Firefighters who were laid off in February 2002 shall not be eligible for this payment.

4. The firefighters who were laid off in February 2002 shall receive the considerations agreed to by the parties and memorialized in Union counsel's March 25, 2002, letter to the City. In addition, these firefighters shall be entitled to *one* of the following options:

- a) A lump-sum payment in the amount of \$100 for each day of unused sick leave as of the date of the layoff. Choosing this option will require that the firefighter forgo retention of sick leave accumulated prior to the layoff and rights to any additional sick leave as provided in (b) below.

- b) Retention of sick leave accumulated prior to the layoff (as provided in the parties' agreement) plus one half-day per month from the time of the layoff until the firefighter is recalled. If the firefighter is not recalled, or if he declines to return after being recalled, all accumulated sick leave will be lost.

The laid-off firefighters will be notified of these options by November 1, 2002, and will be required to respond with a choice by December 1, 2002, on which date entitlement to either option will expire.

5. A two-tier system shall be established for all firefighters hired after October 1, 2002. The compensation package for these firefighters shall vary from that of current firefighters in the following ways:

- a) Their pay will be at the probationary rate during their first year on the job; at Step 1 during their second, third and fourth years; at Step 2 during their fifth, sixth and seventh years; and at Step 3 during their eighth year and thereafter.
- b) They will not receive a longevity step in the fourth year; otherwise longevity remains the same as for current firefighters.
- c) They will not receive the bonus for not using sick leave (under Article VIII, section 5) until they reach step 2.

6. The City shall have the right to issue pagers to firefighters for emergency notification and to use the pagers (in lieu of the telephone) to summon off-duty firefighters to fire scenes. There shall be no extra compensation for using the pagers, and firefighters shall not be entitled to overtime compensation for off-duty calls unless they respond to the page and report in timely fashion. After the page has been sent, the City reserves the right to cancel the page for additional call-ins when a sufficient manpower level has been reached. Those who call in and/or respond after such time will not be entitled to compensation.

7. The City shall not be restricted from entering into mutual aid agreements with volunteer fire companies in surrounding localities. Any such agreements, however, will not affect the operation of the impact compensation system described in items 1 and 2 above. The City may call for assistance pursuant to a mutual aid agreement at any time after it has issued a call for off-duty firefighters through the pagers.

8. The City may implement a flexible work schedule for certain firefighters as follows:

For employees hired after January 1, 2001, up to the four (4) least senior firefighters will not work a standard shift but will work a flexible schedule. These will be full-time personnel and on the payroll for at least 2000 hours per year. Their shifts will be assigned by the Chief or his designee and may be changed by the Chief or his designee to resolve any manpower problems or provide needed manning levels prior to the use of overtime. However, after starting a shift (10 hours on days, 14 hours on nights, or 8 hours on technical services assigned out of the office), these employees would not be subject to a change for the remainder of the shift started. The city shall provide each firefighter assigned to the flexible schedule as much notification of their schedule as possible, but in no event less than 48 hours.

STATE OF NEW YORK } SS:
COUNTY OF ERIE }

I, Howard G. Foster, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my award.

October 3, 2002
(dated)

Howard G Foster
(signature)

Judith A. Bain
JUDITH A. BAIN
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01BA8051058
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 12-04-2002

EXHIBIT B

<u>FIRST NAME</u>	<u>MI</u>	<u>LAST NAME</u>	<u>DATE HIRED</u>
William	H	Buck	9/27/71
Timothy	O	Silk	1/22/73
Ronald	P	DeSantis	7/14/75
James	G	Seely	2/16/76
James	E	Winchester	3/19/79
Jeffrey	E	Anderson	3/19/79
Wendell	W	Berg	11/12/79
Michael	J	Purcell	4/14/80
Frank	D	Martinelli	2/24/81
Peter	J	Volpe	1/18/82
Brian	E	Wiles	1/17/83
Michael	A	Pillsbury	1/17/83
Brian	J	Boehm	4/18/83
Steven	L	Landy	5/2/83
Jeffrey	C	Stanford	10/3/83
George	G	Schwob III	1/23/84
Benjamin		Nunez	2/17/84
Chester	R	Harvey	9/4/84
Donald	W	Woodfield	2/25/85
Robert	J	Hoch	5/13/85
Ryan	C	Calkins	8/12/85
Bruce	D	Anderson	9/18/86
Elaine	K	Pillsbury	9/15/86
Vincent	S	Capizzi	9/15/86
James	A	Gatto	3/30/87
Paul	G	Volpe	3/30/87
Mark	S	Federko	7/13/87
Vincent	L	Ognibene	2/16/88
Anthony	J	Gullo	5/2/88
David	H	Crossley	5/4/88
Roger	R.	Sigular	3/27/89
Eric	K	Thompson	3/27/89
John	V	Gatto	5/22/89
Daniel		Butera	5/22/89
Gerald	W	Ingerson	5/22/89
Joseph	M	Foley	5/22/89
Michael	A	Garvey	7/31/89
Matthew	J	Russo	9/24/89
Samuel	B	Salemme	2/12/90
Bruce	W	Sheldon	2/20/96
Paul	L	Williams	2/20/96
Keith	P	Ecklund	2/20/96
Timothy	J	Glenn	3/20/96

EXHIBIT C

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT, is made effective upon the signing, by and between:

CITY OF JAMESTOWN, NEW YORK, hereinafter referred to as "City" and

JAMESTOWN PROFESSIONAL FIREFIGHTERS ASSOCIATION, INC., LOCAL 1772, hereinafter referred to as the "Association".

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Association, acting through their duly authorized representatives, hereby agree as follows:

1. The Association agrees to terminate the Improper Practice charge, PERB Case No. U-23579, and to terminate the unit clarification action, PERB Case No. CP-839.
2. The impact Arbitration Award of Arbitrator Howard Foster dated October 3, 2002 attached hereto and incorporated herein as Exhibit A, shall continue in full force and effect except as otherwise modified by this agreement in Paragraphs 4, 5, 7,8. The parties hereto agree that any questions regarding the application, interpretation or enforcement of this agreement or the Foster Arbitration Award shall be the subject to the grievance-arbitration procedures set forth in the parties Collective Bargaining Agreement.
3. The Association agrees to allow the Line Battalion Chief's on duty status to count towards filling the staffing levels for the computation of "Impact" payment units.
4. The City agrees, that upon the signing of this agreement, the Battalions Chiefs shall not receive a share of the "Impact" payments.
5. The City agrees that new hires will not count as staffing toward the computation of "Impact" units, for a period of the first 30 calendar days after initial employment.
6. New hires names will not be placed into the Callback file, for purposes of shift maintenance call back, until completion of the New York State Certified Basic Training.
7. New hires shall not receive a share of the Impact payments until the new hire completes the New York State Certified Basic Training Program.

EXHIBIT C (cont)

8. The Association acknowledges that Battalion Chief Winchester and Battalion Chief Calkins, as presently assigned, are management confidential.
9. The City agrees to allow Captain Brian E. Wiles and Captain Chester R. Harvey to continue to work in their current Civil Service titles, as unit members, until their retirement, subject to civil service law.
10. The Association agrees not to preclude Captain Wiles or Captain Harvey from filling the OIC position through a promotion to Battalion Chief (Management Confidential).
11. Subject to the provisions above, the Association agrees to allow the City the future right to replace the two Captains positions presently in charge of platoons (Capt Wiles and Capt Harvey) with Battalion Chief (Management Confidential) positions.
12. To settle the May 29, 2002 Association's offshift holiday pay grievance, and retroactive to January 1, 2003, the City agrees to compensate Association members who are called in offshift on the extra stipend holidays, as described in the contract, at time and one half plus the holiday stipend (1/2 of straight time wage).
13. To settle the March 6, 2002, Garvey injury vacation grievance, the City agrees to allow Association members who are returning to work following an injury, to pick vacation into any slot that would have been available to him in the same round of picking as the vacation that was to be taken off while he was injured. The city retains the right to assign any CT time to this individual.
14. To settle the December 18, 2002, Ingerson Emergency Hospital Leave (EHL) grievance, the City agrees that effective the signing of this agreement, the word "admission" in Article 8, Section 8, subsection (a) shall be interpreted to mean any emergency treatment received at a local hospital emergency room. Upon discharge of the patient, the employee shall return to work within a reasonable time.

EXHIBIT D

Additional Sick Days at Retirement Notification

Date _____

This letter is to inform the CITY OF JAMESTOWN that I, _____,
pursuant to ARTICLE VIII, Section 1, subsection (b), paragraph 4, of the Collective
Bargaining Agreement, do hereby give the CITY OF JAMESTOWN notice of my
intention to retire on _____.

I understand, pursuant to ARTICLE VIII, Section 1., subsection (b), paragraph 4,
that I am giving a one-year advance notice of my retirement date. I also understand and
agree that if I do not retire within two weeks of the above date that I am forfeiting the
benefit of selling back sick days above 134.

Signed _____ Date _____

Witness _____ Date _____

Acknowledged _____ Date _____

EXHIBIT E

**JAMESTOWN FIRE DEPARTMENT SICK DAY LOAN
MEMORANDUM OF UNDERSTANDING
DATED: December _____, 2004**

I. PURPOSE

To establish a policy which will allow members to borrow and loan accumulated sick days from one another.

II. POLICY

1. Any member of the Jamestown Fire Department may borrow or lend accumulated sick days to any other member of the Jamestown Fire Department.
2. Members wishing to borrow sick days may only borrow sick days when the borrowing member has zero (0) accumulated sick days remaining.
3. Members wishing to lend sick days may only lend sick days when the lending member has one (1) or more accumulated sick days remaining.
4. The borrowing member is solely responsible for finding an eligible lending member.
5. No member of the Jamestown Fire Department is obligated, in any way, to loan his/her sick days.
6. A member wishing to borrow sick days must use all unused vacation, personal, and earned CT time before being allowed to borrow sick days.
7. Both lending and borrowing members must sign a statement authorizing the transaction. This statement must be in advance of the transaction and submitted for approval to the Department Head and/or his/her designee.
8. The lending member will specify, in the authorizing statement, the maximum number of sick days that the borrowing member will be allowed to borrow from him/her per sick incident.
9. Borrowed sick days will be deducted from the lender as needed, not to exceed the maximum specified number, and on a daily basis only.
10. Upon the borrowers return to work, the transaction will be considered complete and a tally will be made of the total lender sick days used and owed by the borrower.

11. A borrowing member may borrow from more than one member for the same incident.
12. A lending member may loan to more than one member at the same time.
13. Upon return to work, all of the borrowing member's newly accumulating sick time will be credited to his/her lenders sick time, until all time owed is paid back.
14. If a borrowing member has borrowed from more than one lender, then upon return to work, the sick days will be returned to each lender in the same order as the days were loaned.
15. In the event that the lender leaves employment with the Fire Department, the balance owed by the borrower will be credited to the City. The borrower will now continue to pay sick days back to the City before accumulating sick time for him/her self.
16. If the lender leaves employment with less than the maximum allowable retirement sellback days, and the borrower is still employed by the City and returned to full duty, then the City will reimburse the lender, at retirement, for those days still owed by the borrower but not to exceed the maximum allowable retirement sellback days. If the borrower has not returned to full duty at the time the lender leaves employment, then the lender forfeits those days.
17. In the event that the borrower leaves employment prior to paying back sick days to his/her lender, then the lender forfeits the unpaid sick days to the City.

SICK DAY LOAN AUTHORIZATION

I have read and understand the provisions of the Jamestown Fire Department Sick Day Loan Memorandum of Agreement dated _____ and I hereby authorize _____ to borrow up to a maximum of _____ days from my accumulated sick days for this incident only and subject to the provisions of the Sick Day Loan Memorandum of Agreement dated _____.

Dated: _____

I have read and understand the provisions of the Jamestown Fire Department Sick Day Loan Memorandum of Agreement dated _____ and I hereby agree to pay back the above- listed sick days to _____ for this incident only and subject to the provisions of the Sick Day Loan Memorandum of Agreement dated _____.

Dated: _____

CITY
OF
JAMESTOWN



OFFICE OF THE CITY CLERK/TREASURER
JAMES N. OLSON, DIRECTOR OF FINANCIAL SERVICES/CITY CLERK

SAMUEL TERESI, MAYOR

201312A23

BY COUNCILMAN DOLCE:

WHEREAS, the City of Jamestown and the Jamestown Professional Firefighters Association Local 1772, through negotiations and mediation arrived at the terms of a tentative agreement which was presented to and ratified by the Union membership, and

WHEREAS, the City Council has, after much deliberation and discussion, considered all the terms contained within the tentative agreement, now, therefore, be it

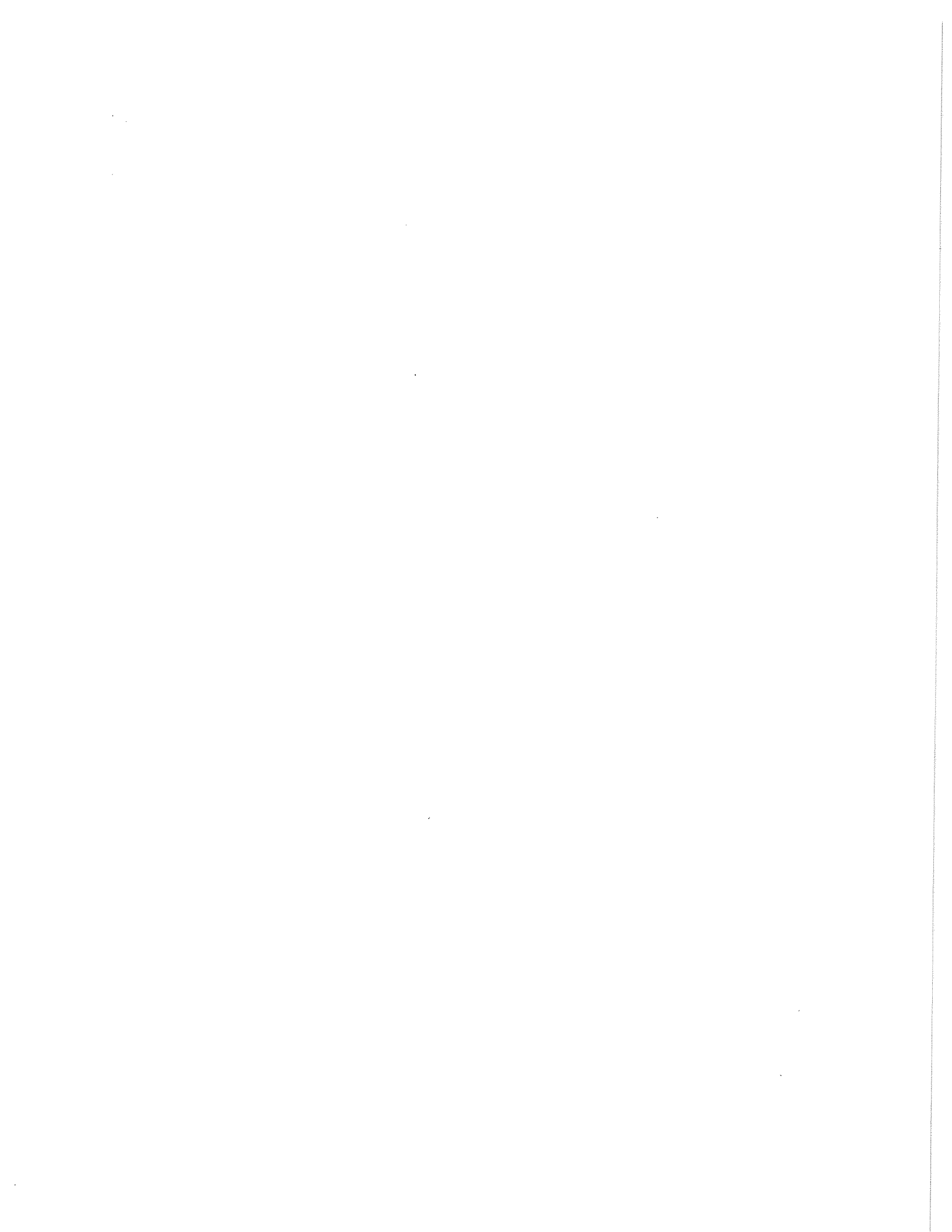
RESOLVED, That the terms of the tentative agreement for years 2012, 2013, 2014, and 2015 executed on or about December 28, 2013, be and hereby are approved.

Carried: 6 ayes, 0 nays, 1 abstain (Ecklund)

I, James N. Olson, City Clerk of the City of Jamestown, New York, do hereby certify that the above resolution is a true and correct copy of the resolution adopted by the City Council of the City of Jamestown at a regular meeting held December 30, 2013.

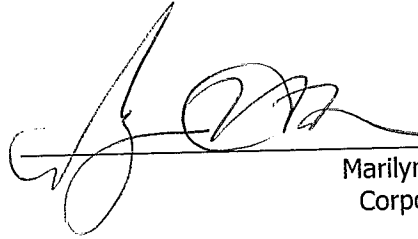
James N. Olson

December 31, 2013 James N. Olson, Director of Financial Services/City Clerk



CERTIFICATE OF CORPORATION COUNSEL

In accordance with the Charter of the City of Jamestown, the undersigned Corporation Counsel of the City of Jamestown hereby certifies that the above instrument is in due and proper form and that the City of Jamestown, through the officer named herein, has the right to enter into this agreement.



Marilyn Fiore-Lehman
Corporation Counsel

Dated: 3-24-14

