

January 1, 2004- December 31, 2007

Contractual Agreement

Between

The City of Niagara Falls, New York

And

**The Niagara Falls Uniformed Firefighters Association,
Local 714**

AFL-CIO

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An Agreement by and between the **CITY OF NIAGARA FALLS, NEW YORK** (hereinafter referred to as the "**CITY**") and the **NIAGARA FALLS UNIFORMED FIRE FIGHTERS ASSOCIATION, AFL-CIO LOCAL 714**, (hereinafter referred to as the "**ASSOCIATION**").

W I T N E S S E T H

WHEREAS, the Association has been designated and selected by a majority of the employees in the unit hereafter described as their exclusive representative for the purpose of collective negotiations and the settlement of grievances, and

WHEREAS, such Association consists of all persons employed by the City of Niagara Falls as a uniformed member of the Niagara Falls Fire Department, including Fire Fighters, and Fire Alarm Operations and specifically excluding the Captains, Battalion Chiefs, the Chief of Fire Prevention, Master Mechanic - Chief of Apparatus, Assistant Master Mechanic, Fire Communication Supervisors, Deputy Fire Chief, and the Fire Chief, and

WHEREAS, it is the desire of both parties to this Agreement to negotiate collectively with regard to terms and conditions of employment in order to avert disputes and secure harmonious cooperation within the limits of the Laws of the State of New York,

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the parties hereto agree as follows:

Article 1.0 - Unit

Section 1.1 - Definition

The unit shall consist of all persons employed by the City of Niagara Falls as a uniformed member of the Niagara Falls Fire Department, including Fire Fighters, and the Fire Alarm Operators and specifically excluding, however, the Captains, Battalion Chiefs, the Chief of Fire Prevention, Master Mechanic - Chief of Apparatus, Assistant Master Mechanic, Fire Communication Supervisors, Deputy Fire Chief and the Fire Chief.

Article 2.0 – Recognition

Section 2.1 - Purview

The Association, having heretofore been designated and selected by a majority of the employees of the "City" in the unit, and described herein, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances, is hereby recognized as the exclusive representative for the employees of the unit as defined herein for the purpose of collective negotiations with the "City" with regard to terms and conditions of employment and in respect to the administration of grievances arising under this Agreement within the limitations of the Laws of the State of New York.

Article 3.0 - Management Rights

Section 3.1 - Enumeration

The "City" and "Association" hereby recognize and mutually agree that the management of the City, the control of its property and the maintenance of order and efficiency is solely the responsibility of the employer, the City of Niagara Falls, New York. Accordingly, except as specifically abridged, delegated, granted or modified by this Agreement or any Supplementary Agreements that may hereafter be made, all the rights, powers and authority of the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitations within the rights of the City including, but not limited, to the following enumerated rights:

Sub-section 3.1.1

The right to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority as set forth in the City Charter, the Home Rule Act and all other applicable law or laws of the State of New York.

Sub-section 3.1.2

The right to manage the offices and departments; direct the work forces and to hire, promote, transfer, demote, lay off, suspend, discharge or discipline employees, the right to discontinue work or programs, activities and services.

Sub-section 3.1.3

The City's right to schedule overtime work as required in a manner most advantageous to the City and consistent with overtime provisions of this contract.

Sub-section 3.1.4

The right to determine schedules of work and to establish the method and processes by which work is performed, provided they do not conflict with the terms of this Agreement.

Sub-section 3.1.5

Employee Evaluation: The City will maintain an employee evaluation program annually, with input from the Union.

Article 4.0 - Association Rights

Section 4.1 - Representation

City agrees that the Association has the exclusive right to represent said employees covered by the terms of this Agreement in negotiations and in the settlement of grievances.

Section 4.2 - Dues Deduction

The City agrees that upon presentation of dues deduction authorization cards signed by the individual employees to which this Agreement is applicable, it will make bi-weekly deductions from the deduction and shall remit such deductions to the Association. The authorization cards shall remain valid until cancellation thereof by the individual employee.

Section 4.3 - Bulletin Boards

The City agrees that the Association shall have adequate space made available in a conspicuous location on the ground floor in each Fire House, the Public Safety Building, the Mechanic Shop and the Alarm Station for bulletin boards, for the purpose of posting Bargaining Agent Notices to members of the Bargaining Unit. The Bulletin Boards shall be provided by the Association and shall remain at all times property of the Association.

Section 4.4 - Negotiating Committee

The City shall grant release time without loss of pay or benefits and without the requirement to make up said loss of time to not more than six (6) members of the Bargaining Unit including the President, to serve as members of the negotiating committee. The names of the six (6) members shall be furnished to the City Administrator.

Section 4.5 - Stewards

It is understood and agreed that the Association shall be entitled to one (1) steward per platoon and the name of said steward shall be furnished to the City Administrator. The Steward shall be allowed a maximum of two (2) hours per week during their normal working hours to perform their duties as stewards. The steward shall first receive permission from their appropriate supervisor for the necessary time off to perform their union duties. In the event that additional time is required it may be authorized by the department head at his discretion.

Section 4.6 - Officers Time

Guidelines for Union President Time: The Union President will be afforded a reasonable amount of time to conduct union business. They must first coordinate with the Department Head, City Administrator, or their designee, prior to leaving their respective work area. Union Presidents will make every effort to establish such procedure which would minimize interruptions of their assigned City responsibilities. This may include, but not be limited to, specific call in hours, emphasizing after hour meetings, and limiting attendance at "events" during work hours. The Vice President, Secretary and Treasurer are allowed a maximum of two (2) hours per week during their normal working hours to perform their appropriate duties.

Section 4.7 - Seniority

Seniority shall be fixed as follows: Fire Fighter from the date of first appointment to the Fire Department; Captains, Battalion Chiefs, from the date of promotion to said rank.

Section 4.8 - Vacancies

Sub-section 4.8.1

All vacancies must be posted on all Fire Department Bulletin Boards for at least sixteen (16) days prior to the actual filling of the vacancies. The Association shall be provided with a copy of such notice immediately upon posting on the Fire Department Bulletin Boards.

Sub-section 4.8.2

All applications for transfer made by a member of the Bargaining Unit to fill a vacancy shall be made in writing to the Fire Chief during this sixteen (16) day period. They will be routed through their immediate Captain prior to presentation to the Fire Chief, without delay.

Sub-section 4.8.3

The Fire Chief shall consider such transfer applications upon the basis of seniority and suitability.

Sub-section 4.8.4

If a transfer request is denied by the Fire Chief, the member of the Bargaining Unit and the President of the Association will be immediately notified by the Department Head in writing of the reason for denial.

Section 4.9 - Personnel Record

Members of the Bargaining Unit shall be given a copy of any reports which are to become a part of the member's permanent personnel record. Such reports shall include, but not be limited to, injury reports and any report which might be used by the City in any future disciplinary proceeding.

Sub-section 4.9.1

The City shall be required to keep only one set of personnel files. Individual unit members shall have complete access to all materials in this file. This shall include the rights of response, acknowledgement, rebuttal and the right to place materials in the file. No unsigned materials are to be placed in said file, and the file may be reviewed at reasonable times by the individual accompanied by his Union delegate.

Section 4.10 - Workshops

The City shall grant release time without loss of pay or benefits and without the requirement to make up said loss of time to at least two (2) members of the Association to attend State and International Fire Fighters Association Convention and workshops. Said members shall include the President and any member of the Bargaining Unit appointed by the President. However, this release time shall not exceed seven (7) scheduled working days off in each contract year for the President and his designee with the total allowance under this section not to exceed fourteen days per year. Additional days off, if needed, shall be granted at no cost to the City.

Section 4.11- Office Space

The City shall provide office space, including a filing cabinet within the City for the President of the Association. If it is in a fire hall other than where the President currently works, he shall not be reassigned on the basis as to where the office is located.

Section 4.12 - Agency Shop

The parties agree that there shall be an agency shop to the extent permitted by applicable law. The Association affirms that it has established and will maintain a procedure which provides for the refund, to any employee demanding the same, of any part of an agency shop fee which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished, then this Agreement, insofar as it relates to agency shop fee deductions, shall be null and void.

Section 4.13 - Personal Property

The City agrees to reimburse members of the bargaining unit for personal property lost, damaged, or stolen from fire hall and parking areas, while members are on duty to cover losses not covered by insurance up to a maximum of \$750.00 per claim. All claims must be submitted with proof of value.

Section 4.14 - Voluntary Furlough

Members of the bargaining unit shall be entitled to a voluntary two weeks furlough each year without pay subject to obtaining permission of the Fire Chief in regards to scheduling only.

Article 5.0 - Work Rules and Procedures

Section 5.1 - Work Rules

The parties hereto mutually agree to abide by the work rules and procedures heretofore adopted by the City of Niagara Falls, New York on June 1, 1981 as amended and entitled the "Rules and Regulations, Department of Public Safety, Fire Department, City of Niagara Falls, New York", which rules and regulations are incorporated herein by reference as though specifically contained herein and made a part hereof.

Section 5.2 Hearing Officer

In any disciplinary action undertaken by the City pursuant to Section 75 of the New York State Civil Service Law, the City and Local 714 shall mutually select a hearing officer to preside over such proceeding. In the event that the parties are unable to agree on a hearing officer, selection shall be made pursuant to Section 4(d) of the Grievance Procedure continued in Schedule A of the parties' collective bargaining agreement. Any costs associated with a Section 75 proceeding shall be the equal responsibility of both the City and Local 714.

Article 6.0 - Safety

Section 6.1 - General

The City and Association shall cooperate fully in matters of safety, health and sanitation affecting the employees.

Section 6.2 - Safety Committee

A joint Safety Committee shall be established consisting of two (2) representatives from the City and two (2) representatives from the Union. Said Committee shall establish its own procedural in dispute shall be resolved in accordance with Schedule A of this contract. Both sides shall share equally the cost, if any, of the arbitrator.

Section 6.3 - Protective Equipment

The City shall furnish all members of the Bargaining Unit with such protective equipment as necessitated under current Fire Fighting techniques, maintaining a high ideal of safety standards established in recognized and applicable safety regulations and procedures.

Section 6.4 - Safety Standards

The City shall maintain a level of safety standards consistent with current fire fighting techniques and standards established in recognized applicable safety regulations and procedures.

Article 7.0 - Work Day and Work Week

Section 7.1 - Line Personnel

The work day for line personnel shall consist of a 10 hour day shift and a 14 hour night shift. The work week shall consist of an average of 40 hours per week. The schedule shall not be changed, except by the approval of the City Council. The Association shall have the right to present their views to the City Council prior to any change being made.

Section 7.2 - Fire Alarm Operators

Fire Alarm operators shall have a work day consisting of eight (8) hours and a work week consisting of forty (40) hours.

Section 7.3 - Other Employees

All other non-line personnel (those not assigned to an engine or truck company) shall have a work day consisting of seven (7) hours and a work week consisting of thirty-five (35) hours.

Fire Prevention personnel assigned to non line hours shall work 35 hours per week. However, Fire Prevention personnel may be assigned to a 10-14 work schedule or suitable schedule as may be determined by the City after consultation with the Union. The provision contained herein shall not modify section 8.13 as it pertains to Fire Prevention personnel.

Section 7.4 – Exchange of Time

Exchange of time among employees shall be allowed with the permission of the employees supervisors, provided that such permission can not be unreasonable withheld and, further, provided that the exchange shall not result in overtime or additional compensation being paid to the employee.

Article 8.0 - Salaries

Section 8.1 - Base Pay

The salary for straight time work to be paid to each employee covered by this Agreement during the period hereof, according to his particular classification, shall be the salary as set forth in the Pay Plan for the City of Niagara Falls, New York for the years of this Agreement, which Pay Plan for the year 2006-2007 is attached hereto as Schedule "C" respectively and incorporated herein in the same manner as though specifically herein set forth.

Sub-section 8.1.1– Base Pay New Hires

Pursuant to Section 8.0 of the collective bargaining agreement, the starting salary contained in Grade 3b of the wage schedule for all firefighters hired after the effective date of this agreement(January 1, 2004) shall be reduced as per attached pay schedule.

The grade 3B, 2nd step, for firefighters hired after the effective date of this agreement (January 1, 2004) shall be reduced as per attached pay schedule

The Grade 3B, 3rd Step, shall not be reduced.

Section 8.2 - Pay Increase

Wages will be adjusted according to the table below effective on January 1 of each respective year. Salary Increase: 2004 – 0%

2005 – 0%

2006 – 3%

2007 – 3%

Section 8.3 - Increments

Longevity increments for all members of the Unit shall be in accordance with the attached pay schedules.

Section 8.4 - Overtime Pay

The City agrees to pay the rate of one and one half times the regular rate of pay for all hours worked in excess of the normal work schedule.

Section 8.5 - Compensatory Time

Firefighters will receive one and one-half (1 1/2) time compensation for compensatory time earned in either money or time off.

Sub - Section 8.5.2 Off Duty Instruction Compensation

Commencing on January 1, 2002, any unit member who is required by the Fire Chief to provide off duty training service as an instructor or coordinator shall be compensated, by either cash

payment or compensatory time credit, at a time and one-half rate for all hours worked. The unit member shall have discretion to decide the method of compensation prior to providing such service.

Section 8.6 - Distribution of Overtime

The distribution of overtime for ordinary staffing problems shall be administered by the Fire Chief or his designee according to the following policy.

Sub-section 8.6.1

A separate seniority list shall be kept by the Fire Chief in his office of all firefighters ranks within this Association. Overtime will be distributed to those firefighters in order of seniority as shown on the seniority lists who are not on duty. This record shall show the date of call and the response from each person called as to whether the overtime was refused or if the individual member could not be reached. If the member refuses, he will automatically be by-passed until a complete cycle of the seniority list has been made.

Section 8.7 - Court Time

When a Firefighter is mandated to appear in Court on his/her scheduled day-off on behalf of the City, by an order of the Court, Fire Chief, or Police Chief, the City will compensate the Firefighter at the rate of three (3) hours pay at his/her straight time rate per appearance. If a Firefighter makes a morning and afternoon appearance in a day, he will be paid separately for each appearance, except that the maximum payment will be for two appearances.

Sub-section 8.7.1 Jury Duty

Effective on the date of this award, when a bargaining unit member is summoned to report for jury duty, the member will be excused from work with pay. The member who reports for jury duty shall not be required to work for eight (8) hours prior to the beginning of jury duty and for eight (8) hours after jury service. All jury service per diem fees shall be remitted to the city.

Section 8.8 - Shift Differential

1. Effective January 1, 1996, shift differential for all members of the Unit, shall be added into the wage schedule.

Section 8.9 - Additional Compensatory Time

All firefighters currently working the 10/14 work schedule will receive 14 compensation days.

Section 8.10 - Call Back Pay

All employees covered by the terms of this Agreement and called back to work after normal shift shall be paid at overtime rate with a guaranteed minimum of four (4) hours straight time pay.

Section 8.11 - Voluntary Training

No compensatory time or overtime pay shall be given for voluntary training, including attendance at school, when individual is continued on payroll.

Section 8.12 - Acting Pay

All uniformed members of the Niagara Falls Fire Department and Fire Alarm Operators serving in an acting capacity of higher rank for one (1) full day or more, upon the direction of the department head in writing to serve in said acting capacity, shall receive a daily rate of pay commensurate with the rate of pay for the position which they are directed to assume.

Section 8.13 - Fire Prevention and Training

The City agrees that all fire fighters regularly assigned with a budget vacancy to the Fire Prevention Bureau, and the Training Officer will receive additional compensation of \$400.00 per year.

The title of Fire Prevention Inspector will be established in the Bureau of Fire Prevention. Fire Department personnel assigned to the bureau shall include Firefighters, Scott Air Mechanics, Senior Fire Alarm Operator. Upon assignment to the above title, employees will receive \$1500.00 annual stipend.

Section 8.14 - "On Call" Pay

The City further agrees that all members of the Bargaining Unit required to work on a stand-by or call-in basis as a part of their regular duties shall receive additional compensation of \$1,000.00 per year.

Section 8.15 - Payment Time

All premium pay and/or pay for acting capacity shall be paid no later than thirty (30) days following the end of the quarter in which it was earned.

Section 8.16 - Paydays

The City agrees that there will be twenty-six (26) bi-weekly paydays for all members of the Fire Department.

Section 8.17 - Meals

It is agreed that the City will establish a regular program to provide meals for fire fighters required to work through and beyond normal meal periods.

Section 8.18 - Emergency Medical Technician (EMT) Pay

All unit members who are certified Emergency Medical Technicians shall receive \$100.00 increase in their annual EMT pay beginning 2002. Payment of the \$850.00 total shall coincide with the first pay period in March, 2002 and continue annually thereafter.

Section 8.19 - 911 System

The following provisions concerning Fire Alarm Operators shall be made for the smooth operation of the 911 system:

Sub-section 8.19.1

The clothing allowance for the Fire Alarm Operators is increased to \$250.00 effective 1/1/99.

Sub-section 8.19.2

The Fire Alarm Operators are entitled to two additional compensatory days per year to be taken on the day cycle whenever possible when the relief man is working.

Sub-section 8.19.3

The job specifications of Fire Alarm Operators are slightly changed to include answering the 911 phone only when the Police Supervisor is busy or when the Fire Chief has designated duties to them.

Sub-section 8.19.4

The hiring process and job title will remain the same as in the past and union jurisdiction will remain with the Association for all Fire Alarm Operators.

Sub-section 8.19.5

Fire Alarm Operators will not be relieved, except by informal cooperation with Police Dispatchers, and they are expected to remain in the Fire Alarm Office during the one half hour lunch time. The Fire Alarm Operators and Police Dispatchers will relieve each other whenever possible for emergency situations. In the event that no lunch break relief is available during any shift, the fire alarm operator will continue employment as presently, and receive credit for one-half hour compensatory time.

Unit representatives will be allowed a reasonable amount of time for union business relating to negotiations and/or grievances.

Sub-section 8.19.6

This agreement shall be made part of the Association 1981-1982 Contract and shall not be changed and shall remain in force, unless otherwise mutually agreed to by the Association and the City.

Sub-section 8.19.7

Effective January 1, 1995, the total annual number of days worked by members of this unit will be equal with the total number of days worked by the Police Dispatchers, so that the present 17 day difference between these employees will be eliminated.

Sub-section 8.19.8

1999 Parties will adopt the wage schedule for police dispatcher from current contract with the Niagara Falls Police Club; shift differential shall no longer be included in base salary as of the effective date of the contract. Unit members will be paid \$485.00 (not on base) for shift differential annually effective January 1, 1999, with the 1999 amount pro-rated from the effective date.

Sub-section 8.19.9

Direct Deposit: All payments by the City will be directly deposited as soon as practicable.

Sub-Section 8.19.10

All unit members who are Certified Emergency Medical Dispatchers shall receive \$250.00 yearly payment beginning in 2002. Payment of the \$250.00 shall coincide with the first pay period in March, 2002 and continue annually thereafter.

Article 9.0 - Retirement Plan

Section 9.1 - New York State Police and Fire Retirement System

The City shall continue to make the same contribution, as at present, toward the cost for members of the Bargaining Unit for all current pension plans now adopted and in effect in what is known as the New York State Police and Fire Retirement system and the New York State Employees' Retirement System for those members of the Unit who are not eligible to participate in the New York State Police and Fire Retirement System. Also, the City agrees to adopt Section 360-b guaranteed ordinary death benefit for participating employers, as contained in the laws of the New York State Police and Fire Retirement System.

Sub-section 9.1.2

Effective July 1, 1983 the City will make available to firefighters the retirement benefits under Section 375-i plan of the New York State Police and Fire Retirement System and plan 75-i of the Employees Retirement System for bargaining unit employees who are not in the Police and Fire Retirement system.

Effective January 1, 1992, New York State Fire and Police retirement plan as it pertains to firefighters only will be enhanced by the adoption of the 384-e amendment.

Article 10.0 - Grievance Procedure

Section 10.1 - Disputes

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist hereunder shall be processed in accordance with the Grievance Procedure for the City of Niagara Falls Fire Department employees as adopted by the City Council on the 8th day of August 1966, as amended, which grievance procedure is attached hereto as Schedule "A" and made a part hereof as though specifically set forth herein. **(Schedule "A")**.

Section 10.2 - Costs

If the City fails to comply with an arbitrator's decision in a grievance arbitration, the City shall assume the costs of litigation of the Union if the arbitrator's decision is upheld and the City is enjoined to comply.

Article 11.0 - Time-Off with Pay

Section 11.1 - Holidays

All employees covered by this Agreement shall be entitled to twelve (12) guaranteed holidays with pay as follows: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Sub-section 11.1.1

Holidays shall be paid as follows: All line personnel who work a holiday will receive holiday pay, at a rate of time and one-half in addition to their regular salary, equivalent to 12 hours, regardless of whether they worked the day shift or night shift. A line employee not working on the holiday will receive 12 hours holiday pay at straight time rates.

Sub-section 11.1.2

All Fire Alarm operators who work on a holiday will receive holiday pay equal to time and one-half in addition to their regular salary. If the holiday is not worked, he will receive holiday pay equal to his regular day's pay.

Sub-section 11.1.3

All other personnel who are normally off will receive an additional day's pay at their regular rate. If, however, they do work on a holiday, they will receive time and one-half for the number of hours worked on the holiday.

Section 11.2 - Vacations

All employees covered by the terms of this Agreement shall be entitled to annual vacation with pay in addition to the holidays mentioned in Section 11.1 above, as follows:

Sub-section 11.2.1

During the first calendar year of service - no vacation with pay.

Sub-section 11.2.2

After the first calendar year of service - not to exceed two (2) work weeks based on the proportion of months worked during the first year related to a two (2) week's vacation for twelve months of service.

Sub-section 11.2.3

After the second year of service - two (2) work weeks based on the previous year's service.

Sub-section 11.2.4

After five (5) years or completion of two hundred sixty (260) weeks of service - three (3) work weeks based on the previous year's service.

Sub-section 11.2.5

After ten (10) years or completion of five hundred twenty (520) weeks of service - four (4) weeks based on the previous year's service.

Sub-section 11.2.6

After fifteen (15) years, or completion of seven hundred eighty (780) weeks of service - five (5) work weeks based on the previous year's service.

Sub-section 11.2.7

After twenty-five (25) years, or completion of thirteen hundred (1300) weeks of service - six (6) work weeks based on the previous year's service.

Sub-section 11.2.8

An employee may accumulate a maximum of sixteen (16) weeks of unused vacation time.

Sub-section 11.2.9

It is understood that a work week for annual vacation purposes for line personnel shall be the four (4) day work cycle as established under the current work schedule.

Sub-section 11.2.10

The existing policy for scheduling of vacations for line personnel, dated December 18, 1996, shall be maintained and may be changed by the department head only after consultation beginning on the first day of a four (4) day work cycle shall not be changed with respect to personnel working a four (4) day work cycle without the consent of the Association. It is further agreed by the City that vacation draws shall be accomplished by January 1, of each year.

Sub-section 11.2.11

Members are allowed to use their compensatory days during the four days immediately preceding and the four days immediately following an annual vacation period to extend their vacations up to the sixth vacation slot, if available, pursuant to subsection 11.2.10

Sub-section 11.2.12

A separate "special vacation bank" will be created for the placement of up to four (4) weeks vacation from a member's 1995 allotment. The weeks placed in the "special vacation bank" can be sold back to the city one week at a time in future years, in addition to the terms of the previous contract clause. Firefighters leaving the force will receive any balance due for all unused weeks that were placed in either vacation bank.

Subsection 11.2.13

Central Alarm Operators

Effective 8/1/99, a bargaining unit member may request vacation cash conversion during the month of August of the subsequent year.

A bargaining unit member may request vacation /cash conversion during the month of August of the proceeding year.

A bargaining unit member may convert into cash up to two (2) weeks vacation time provided the employee uses the same number of weeks (subject to a maximum of two) for which he/she is requesting conversion.

If a bargaining unit member converts vacation time into cash and subsequently does not take the equal amount of time off in actual vacation, he/she will not be able to carry over those weeks into the next year.

Vacation-cash conversion will be paid during the month of July.

The provisions of this section also includes Central Alarm Operators

Section 11.3 - Sick Leave

All employees covered by the terms of this Agreement shall be entitled to pay for absence from work because of personal illness as follows:

Sub-section 11.3.1

One (1) day sick leave credit granted per month of employment.

Sub-section 11.3.2

Whenever an employee is absent because of his personal illness, the number of work days of absence with pay shall be charged against his sick leave credit.

Section 11.4 - Verification of Sick Leave

An employee covered by the terms of this Agreement who is entitled to sick leave, in accordance with the above sub-sections 11.3.1 and 11.3.2, shall be paid while absent from work due to personal illness only.

Sub-section 11.4.1

The City shall retain the right to have an employee examined by a physician of the City's choice when it believes that such examination is warranted.

Sub-section 11.4.2

When an employee is absent because of personal, non-work related illness for a period of five or more days, a physician's letter will be required and submitted within seven (7) working days of returning to work in order for the absence to be charged against sick leave credit.

Sub-section 11.4.3

After a period of five absences within a 12 month period, the City may require a physician's letter regardless of the number of days taken in a subsequent period of absence. If an employee submits a physician's certificate when it has not been required, that period of absence shall not be counted toward the total of five.

Sub-section 11.4.4

On the fifth period of absence in two consecutive quarters, the Department Head shall counsel the employee and demand a written explanation as well as a doctor's note covering diagnosis and prognosis.

Sub-section 11.4.5

A Department Head may recommend disciplinary action when he has reviewed the employee's sick leave record taking into account the employee's pattern of absenteeism, efforts to improve attendance, and any extenuating circumstances which may be present.

Sub-section 11.4.6

An employee on sick leave, with a valid reason to leave the City may do so only by requesting and receiving permission of the City's physician or of the Fire Chief. Such permission shall state the condition under which the approval is granted.

Sub-section 11.4.7

A member of the unit may use up to three of the twelve sick days as a result of an illness to an immediate family member (in household)

Section 11.5 - Sick Leave Bank

A Sick Leave Bank shall be established as part of the overall sick leave policy. Unit Members shall be eligible to contribute up to two (2) sick days per year to said bank. The bank shall be administered by three (3) representatives from the Union and two (2) from the City. The City shall not be required to make any contribution in terms of sick days to said bank.

Sub-section 11.5.1

Payment of sick leave upon separation from service.

Sick leave buy back will be a flat 50% rate at the time of termination of service.

There will be no cap on the maximum number of sick leave days which can be paid upon termination of service.

Section 11.6 - Personal Leave

Effective January 1, 2002, all members of the Bargaining Unit shall be entitled up to four (4) days of personal leave with pay annually. Any unused personal leave shall be accrued from year to year up to a maximum of six (6) days. The employee, however, must give notification in advance to the employee's department head. Except in case of emergency, such advance notification will be in direct relation to the number of days requested. (For example: One day leave - one day notification, five day leave - five day notification). Guidelines will be discussed during the term of this Agreement.

Sub-section 11.6.1

In the event that a firefighter leaves the service prior to December 31 of any given year, his leave entitlement of that year shall be prorated at one (1) day's personal leave per four (4) months.

Sub-section 11.6.2

Personal leave days requested shall be granted on a first come, first serve basis, at the discretion of the Fire Chief, or his designee, based on prevailing force and workload.

Sub-section 11.6.3 (alarm operators)

Personal Leave

Central Alarm Operators will be granted an additional personal day effective January 1, 2002, bringing the total number to six (6).

Section 11.7 - Section 207-(a)

All employees covered by the terms of this Agreement and who qualify under Section 207-(a) of the General Municipal Law shall receive full pay for service connected disability as provided for under said Section 207-(a) of the General Municipal Law.

Sub-section 11.7.1

The parties shall continue to negotiate on the terms and conditions of a transitional duty policy. Upon agreement by both parties, these policies shall be added to the contract by the signing of a Memorandum of Agreement.

Section 11.8 - Death Benefit

A death benefit shall be payable to the widows/widowers and orphans of all employees covered by the terms of this agreement and the provisions of Section 208-(b) of the General Municipal Law of the State of New York who may die in the performance of their duties. Said benefit shall be paid in strict accordance with the provisions of Section 208-(b) of the General Municipal Law of the State of New York. Such benefit shall be payable upon the presentation of an application therefore to the City Administrator

of the City of Niagara Falls, New York, and upon the determination of the City Administrator on the basis of the evidence that such employee died within one (1) year after, and as the natural and proximate result of injuries sustained at a definite time and place and incurred in the performance of duty as a member of the Fire Department and did not cause such accident by his/her own willful negligence. The death benefit shall be paid upon the allowance of the claim by the City Administrator and shall consist of an amount equal to the salary received by such member either during the year immediately preceding his/her death or during the year preceding such injuries, whichever is greater, and one thousand dollars (\$1,000.00) or ten percent (10%) of the deceased member's final salary, whichever is greater, for each child of such member under eighteen (18) on the date of the member's death.

Sub-section 11.8.1

The provisions of Section 208-(b) of the General Municipal Law, as amended from time to time, with reference to the application for death benefits and payment of the same shall be strictly complied with by the City of Niagara Falls, New York.

Section 11.9 - Bereavement Leave

In case of death of a member of the immediate family of any employee covered by the terms of this Agreement with one (1) or more years of continuous service, such employee shall be granted as an excused absence four (4) consecutive days in connection therewith commencing with the day of the death or the day following the day of the death. During these four (4) days the employee will be paid his regular rate, but such hours and pay shall not be considered hours worked in computing overtime payable for hours worked in excess of the regular work week.

Sub-section 11.9.1

For the purpose of determining eligibility for the foregoing benefits, an immediate member of the family shall be limited to father or mother, father-in-law or mother-in-law, husband or wife, brother or sister, brother-in-law or sister-in-law, son or daughter, son-in-law or daughter-in-law or a relative residing within the household of the employee.

Sub-section 11.9.2

A bereavement leave of one (1) day may also be taken for relatives not previously defined as part of the immediate family. These relatives shall be limited to the following family members of the firefighter: grandchildren, grandparents, uncles, aunts, nephews, nieces, first cousin, step-parents and step-children.

Sub-section 11.9.3

No pay allowance shall be made for multiple or for simultaneous deaths occurring within any four (4) day period. No pay allowance shall be granted in the case where because of distance or other cause, the employee does not attend the funeral of the deceased.

Section 11.10 Maternity Leave Policy

1. When an employee becomes pregnant, it is required that she report her condition to her commanding officer immediately.

2. Once the employee has provided the department with verification of her pregnancy from her own doctor, she shall be offered a doctor approved duty assignment within the department.

3. While on a doctor approved duty assignment, the employee will participate in department level training or classes that other fire personal are undergoing, as long as the class activities do not pose any risk to the employee.

4. When an employee and her treating physician decide that she can no longer work, the member will be allowed to utilize any or all of her accumulated leave to date, including sick, vacation, comp. and personal days. After all such time has been used, she will be able to use the time off specified in FMLA.

5. After giving birth, or at the termination of the pregnancy, the employee shall be returned to her previously held position upon approval from her personal physician. Such verification of readiness to work shall be in writing and submitted to the Fire Chief.

Article 12.0 - Insurance

Section 12.1 - Hospitalization

Effective November 1, 2005, the City's Health Insurance Proposal dated 10/21/05 (See Attachment) the following terms will govern the administration of the City's Health care program :

A) For new employees hired on or after 11/1/05:

1. Effective November 1, 2005, the City of Niagara Falls will provide all qualified unionized and exempt employees with the Health Care Program contained in Schedule "A". A qualified employee shall be defined as any full time, permanent or provisional employee of the City of Niagara Falls in the exempt managerial class, a full time, permanent or provisional member of one of the recognized member of the committee, or an elected official. Temporary employees are not eligible for health care coverage until the completion of six (6) consecutive months of full-time employment with the City.

2. The program contained in Schedule A is comprised of Health and Hospitalization, Vision, Dental, Prescription and Chiropractic benefits and is provided by the City at no cost to qualified employees.

3. Notwithstanding the provisions contained in paragraph 2 above, qualified employees appointed after November 1, 2005 will be responsible for 20% of the monthly premiums for the qualified employee's first year of employment with the City. At the commencement of the qualified employee's second year of employment with the City, the health care program will be provided by the City according to the provisions contained in paragraph "2". Temporary employees must complete six (6) consecutive months of full-time employment prior to being eligible for health care coverage; the temporary employee then will be responsible for the 20% of the premium for one full year once eligible.

A) The employee's portion of the premium cost of the health care program will be deducted through the bi-weekly payroll commencing with the employee's first pay period.

4. Any qualified employee who is covered by an alternate health insurance program may elect to opt out of the City health insurance program. Should the employee opt out of the City program, the employee must provide the Department of Human Resources with written proof that he/she is enrolled by the other plan. Written documentation generated by an entity sponsoring the alternate health plan evidencing the employee's participation in the plan shall constitute sufficient proof of enrollment. Upon verification of this information by the City, the employee shall be entitled to an amount equal to 50% of the yearly cost (either single plan or family plan, depending on which plan the employee qualifies for) of the City program for that employee. This amount shall be paid to the employee through the employee's regular bi-weekly pay in a proportionate amount throughout the year. Any employee covered under the City health insurance program that opts out after January 1st of any calendar year will, upon verification of the comparable health insurance plan, be paid a pro-rated amount for that year. Qualified employees hired after November 1, 2005 will not be able to opt out of coverage until after completion of one full year of employment with the City.

5. All qualified employees retiring from the City of Niagara Falls, effective November 1, 2005, will have the above mentioned health care plan provided to them at no cost to the retiree, upon the same terms and conditions as those applicable to active employees of the City at the time of retirement. Such benefits shall continue until retiree reaches age sixty-five (65), at such time the City agrees to provide coverage as provided above supplemental to Medicare. All rights of employees who retired prior to July 1, 2005 will not be affected by the terms of this Agreement.

Section 12.2 - Hospitalization: Retirees

All employees covered by the terms of this Agreement who retire and, whose years of service in the Fire Department of the City of Niagara Falls, New York total 20 years at the time of their retirement shall be entitled to group hospitalization and surgical benefits in accordance with the plan provided in Section 12.1.

Sub-section 12.2.1

The City and the Union further agree that the City shall be entitled to receive a waiver on such benefits as specified in 12.1 above from the retirees in the event the retirees receive such coverage from other sources.

Sub-section 12.2.2

An employee who has at least thirty (30) years of service including purchased military service time up to three (3) years shall have the one time option of electing to receive \$1,500.00 of life insurance protection or continued participation in the City group hospitalization plan. If the retiree elects to take the hospitalization option, he (or she) will be required to certify annually on a form provided by the Personnel Department, that he is not receiving hospitalization coverage as a result of other employment and in the event such certificate is not received, coverage for that year will not be provided.

Sub-section 12.2.3

Any Firefighter, who retires due to a service related disability pursuant to General Municipal Law Section 207(a), shall be provided with health insurance as provided in Section 12.2 of this collective bargaining agreement.

Section 12.3 - Hospitalization when Sick

Sub-section 12.3.1

The City further agrees to provide health insurance benefits for employees on sick leave without pay as follows: One month coverage for each year of service up to a maximum of twelve (12) months.

Section 12.4 - Life Insurance

All employees while in the employ of the City and covered by the terms of this Agreement shall be entitled to life insurance the face amount equal to the lowest thousand dollar sum of the salary of said employee. The cost of said life insurance shall be paid by the City of Niagara Falls, New York.

Sub-section 12.4.1

All employees retiring at age sixty-two (62) or over with twenty (20) years of City employment, the City will provide life insurance protection in the amount of \$1,500.00.

Article 13.0 - Uniforms and Equipment

Section 13.1 - Clothing

The City agrees that all members of the Bargaining Unit upon appointment, will be provided with a dress uniform, to include hat, blouse, trousers, outer garment, shirt, tie and badges, two (2) fatigue uniforms and turnout clothing and equipment to include helmet, turn-out coat, boots, spanner and belt, two (2) pairs of gloves (winter and summer) and all other protective and occupational equipment required by the Fire Chief.

Sub-section 13.1.1 - Clothing Allowance

Effective on the date of this award, those personnel currently receiving the annual allowance of \$700.00 per year pursuant to section 13.1.1 of the agreement, to be used for the purchase and maintenance of uniforms.

Section 13.2 - Replacement

The City shall maintain its present policy as to replacement of uniforms and related equipment, bedding and linen and stoves and refrigerators, which policy shall be changed only after consultation with the Association except as provided in Section 3 below.

Section 13.3 - Uniform Committee

The parties agree to the formation of a Uniform Committee which shall be comprised of the following members:

Fire Chief (Chairman)
Officer in charge of Uniforms Disbursement
Purchasing Agent
Union President
One Additional Union Representative

Sub-section 13.3.1

The Uniform Committee shall be responsible for establishing the design of uniforms, for preparing detailed specifications for uniforms, for evaluating bids received on uniforms, and for the distribution of uniforms to members of the Bargaining Unit. The Committee shall also have the authority to delete any replacements above provided or make substitution therefore, provided cost of such changes shall not result in expenditures in excess of budgeted funds. It is further agreed by the City that the recommendations of the Committee to the Chairman be promptly evaluated and acted upon.

Section 13.4 - Eyeglasses

The City shall replace eyeglasses of members of the Bargaining Unit, which are lost or damaged while such employees are engaged in fire or other duty related emergency operations.

Article 14.0 - Tuition AssistanceSection 14.1 - Program

The City agrees that in addition to the tuition assistance programs already in effect for the Fire Fighter, the following provisions will also be included in the program.

Sub-section 14.1.1

The City agrees to pay 100% of the full cost of tuition, books and fees for all members of the Bargaining Unit successfully completing job related courses in Fire Science Technology or Administration - payment to be made according to the following schedules:

Sub-section 14.1.2

One half of all expenses above mentioned upon presentation of evidence of successful completion of individual courses.

Sub-section 14.1.3

All such expenses previously not reimbursed shall be paid in a lump sum upon completion of two (2) years continuous service from date of completion of such courses.

Sub-section 14.1.4

To be eligible for benefits under this provision the courses must be approved and accredited by the New York State Board of Regents.

Article 15.0 - SeparabilitySection 15.1 - Subject to Laws

This Agreement and all provisions herein are subject to all applicable laws and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this agreement shall continue in full force and effect.

Article 16.0 - No Strike ProvisionSection 16.1 - Work Stoppage

The Association shall not engage in a strike or other concerted stoppage of work or slow down or cause to instigate, assist or participate in any such strike, concerted stoppage of work or slow down or impose an obligation to conduct, assist or participate in any such strike, concerted stoppage or work or slow down against the City.

Section 16.2 - Filing With Clerk

The Association shall file with the City Clerk of the City of Niagara Falls, New York, for the period of its unchallenged representation status on affirmation of said Association that it does not assert the right to strike or the right to participate in any strike, concerted stoppage of work or slow down or that it will not cause, instigate, assert or participate in any strike, concerted stoppage of work or slow down and that it will not impose an obligation to conduct, assist or participate in any such strike, concerted stoppage of work or slow down in strict compliance with the New York State Public Employee's Fair Employment Act as shall from time to time be amended.

Article 17.0 - Required Approval

Section 17.1 - Provision of Funds

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article 18.0 - Duration of Agreement

Section 18.1 - Dates

The effective date of this Agreement is January 1, 2004. This agreement shall remain in full force and effect until December 31, 2007 and from year to year thereafter unless either party serves written notice of their desire to amend, modify or terminate this agreement.

Section 18.2 - Notice to Negotiate

Notice or intent to negotiate terms and conditions must be served on the City by the Union no later than March 31 of the year in which the contract terminates.

Section 18.3 – Ratification Agreement

Upon ratification by both parties, the city of Niagara Falls, New York, with consultation with the Union, shall prepare a written agreement for signature within 90 days of ratification and provide a printed copy of the agreement to each member within 120 days of ratification of both parties, incorporating all the terms and conditions of the new agreement, together with all terms and conditions of employment incorporated as a result of prior and/or future agreements, court decisions, judgements, orders and arbitration decisions.

SIGNATURE PAGE

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GRIEVANCE PROCEDURE FOR CITY OF NIAGARA FALLS FIRE DEPARTMENT EMPLOYEES

SECTION 1. DECLARATION OF POLICY

The purpose of this Grievance Procedure is to provide an orderly process whereby the members of the Fire Department of the City of Niagara Falls may equitably and expeditiously settle any difference or grievances that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The provisions contained herein shall liberally be construed for the accomplishment of these objectives.

SECTION 2. DEFINITIONS

As used herein, the following terms have the following meaning:

- a. "City" means the City of Niagara Falls.
- b. "Employee" shall mean any person who is a member of the Firemen Bargaining Unit as the same is defined in the contract between the City of Niagara Falls, New York and the Niagara Falls Uniformed Firefighters Association, AFL-CIO LOCAL 714.
- c. "Superiors" means persons regardless of title, who are assigned to exercise any level of supervisory responsibility over City employees.
- d. "Committee" means the Labor Relations Committee, as established by resolution of the City Council dated February 3, 1964 and amended February 1, 1965, or as otherwise designated by City Council.
- e. "Decision" means the written disposition and determination of a grievance by the Labor Relations Committee and/or Arbitrators.
- f. "Days" shall mean all days other than Saturday, Sunday and legal holidays. Sunday, Saturday and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.
- g. "Representative" shall mean any person, persons or group selected by the employee to stand or act for said employee.
- h. "Grievance" shall include all claimed violations of any contract existing between the City of Niagara Falls and the employees covered by this agreement and in addition shall include all claimed violations, misinterpretations, equitable application of the existing written rules, procedures, regulations, administrative orders or work rules of the City of Niagara Falls, New York or department or agency thereof, all of which relate or involve employee health or safety, physical facilities, materials or equipment furnished to employee's or supervision employees, including matters involving employee's rates of compensation, retirement benefits, and disciplinary proceedings where the consideration of such would not be contrary to any law, rules or regulation having the force and effect of law.

SECTION 3. BASIC STANDARDS AND PRINCIPLES

All grievances shall be presented within 180 calendar days from the date the cause of the grievance occurs. In those instances where the nature of the grievance is such that it cannot be readily known the grievance shall be filed within one (1) year from the date the grievance occurs. Unless the grievance is filed in accordance with the time limitations of this section it shall not be entitled to consideration under this procedure.

It is understood and agreed that all grievances that may have occurred prior to January 1, 1969 may be filed at any time prior to June 30, 1969. If the same are not filed, they shall not be considered.

Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

It shall be fundamental responsibility of persons in supervisory capacity at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority is hereby delegated to such persons with supervisory duties to take such steps as may be necessary to give effect to the provisions prescribed herein.

It shall be the responsibility of the head of appropriate department of agency of the City of Niagara Falls to take such steps as may be necessary to give effect to the provisions prescribed herein.

SECTION 4. PROCEDURE

A three-stage grievance procedure with a right of arbitration for employees of the City of Niagara Falls is hereby established as follows:

A. First Stage

The first procedural stage shall consist of the employee's presentation of his grievance to his immediate superior who shall to such extent as he may deem appropriate consult in turn with his superiors. A statement of grievance at this stage shall be presented on a written form stating the nature of the grievance and the date submitted and shall be received by the employee's superior. The discussion and resolution of the grievance at the first stage shall be on an oral and informal basis. However, the action taken at this stage shall be in writing, which writing shall contain the date such action is taken. If such grievance is not satisfactorily resolved at this first stage within three (3) business days from the date of submission, the aggrieved employee may proceed to the second stage.

B. Second Stage

The second procedural stage shall consist of a request by the aggrieved employee for a review and determination of his grievance, by the head of the department concerned or his designee. In such case, the aggrieved employee and his immediate superior shall each submit to the head of the department concerned or his designee, within three (3) business days of the date of the action taken in the first stage, a written statement setting forth the specific nature of the grievance and the facts relating thereto. Such statement shall be made upon a form numbered and supplied by the Personnel Department of the City of Niagara Falls. Upon receipt of the statement of grievance, the department head concerned or his designee shall, at the request of the employee, hold an informal hearing at which the employee and/or his representative shall appear and present oral and written statements or recommendations.

The final determination of the second stage of such grievance proceeding shall be made by the head of the department or his designee within five (5) business days from the date of submission to him of said grievance. The decision shall be made in writing and communicated to the employee presenting the grievance and to the employee's representative if any, and a copy of the decision shall be submitted to the chairman of the Labor Relations Committee. If such grievance is not satisfactorily resolved at the second stage within five (5) business days from the date of submission, such employee may proceed to the third stage.

C. Third Stage

The third procedural stage shall consist of a request by the aggrieved employee for a review and determination of his grievance by the Labor Relations Committee. In such a case, the aggrieved employee shall submit his request to the Labor Relations Committee within ten (10) days from the date of the determination of the department head. The department head upon notice, shall forward all papers filed pursuant to said grievance to the Labor Relations Committee. The Labor Relations Committee shall promptly consider all grievances properly presented to it. The committee in its discretion may conduct a formal hearing under oath or otherwise, taking testimony of the parties and their witnesses, receiving documents or other papers submitted to it, issue subpoenas and establish rules for the conduct of the hearings not inconsistent with this grievance procedure. Such hearing shall be scheduled within five (5) business days of submission to stage 3.

The Labor Relations Committee shall make its determination of the grievance and shall render its decision in writing within ten (10) business days from the conclusion of the grievance hearing. The decision shall be filed with the City Administrator and a copy shall be filed in the office of the Personnel Department of the City of Niagara Falls, which copy shall be open to inspection to all parties with an interest therein. Copies of the decision shall be sent to all persons directly concerned and affected by it.

If such grievance is not satisfactorily resolved at the third stage within ten (10) business days, such employee may proceed to arbitration.

D. Arbitration

All grievances which are not amicably settled as provided for in Section A, B and C of this grievance procedure shall, upon the written demand of either of the parties hereto, be submitted to arbitration. The arbitrator shall be selected as soon as practicable after written notice demanding the appointment of said arbitrator by either of the parties hereto, which demand must be made within five (5) days of the date of the Labor Relations Committee's decision. Said arbitrator shall be selected by mutual agreement from names supplied by P.E.R.B. In the event of failure to select said arbitrator either or both of the parties of this agreement may petition a Judge of the Supreme Court of the Eighth Judicial District of the State of New York who shall appoint such arbitrator. The decision of the arbitrator thus selected, shall be binding upon both parties to this agreement when the same is in accordance with law and has been made in writing and a copy filed with the employee and his collective bargaining representative and with the Labor Relations Committee of the City of Niagara Falls, and shall be considered as a final determination of the question or questions of fact submitted to arbitration. Both parties hereto shall divide the expenses and fees of the arbitrator selected.

SECTION 5. MEETINGS

All meetings called or scheduled pursuant to a stated grievance shall whenever practicable, be scheduled between the hours of 9:00 and 5:00, Monday through Friday, of any work week. Any employee scheduled to work when a meeting is scheduled, shall continue to receive normal compensation notwithstanding his attendance at said meeting.

SECTION 6. UNION ATTENDANCE

The union of employees association representing the employee involved in any grievance proceeding shall have the right to attend all proceedings conducted pursuant to this grievance procedure, subsequent to the first proceeding as contained herein in Subparagraph A of Section 4.

SECTION 7. CLASS GRIEVANCE

The Firefighter's Association may submit a so-called "class" grievance i.e., one involving a matter of general effect on the memberships, provided there is at least one specific instance of action by the City resulting in an alleged violation of the contract.

