

# **AGREEMENT**

**between**

**CITY OF OLEAN, NEW YORK**

**and**

**OLEAN PROFESSIONAL FIRE FIGHTERS  
ASSOCIATION, AFL-CIO, I.A.F.F. LOCAL 1796**

NOTICE: 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.

**BEGINS: JUNE 1, 2003**

**ENDS: MAY 31, 2007**

**TABLE OF CONTENTS**

**JUNE 2003 - MAY 2007**

	<b><u>Page No.</u></b>
ARTICLE 1. GENERAL -----	1
Section 1.1 Coverage .....	1
Section 1.2 Term and Modification .....	1
Section 1.3 Amendments and Waivers .....	2
Section 1.4 Interpretation .....	2
Section 1.5 Legal Effect .....	3
ARTICLE 2. UNION – EMPLOYER RELATIONS -----	3
Section 2.1 Management Rights .....	3
Section 2.2 Bulletin Boards .....	4
Section 2.3 Union Representatives and Activity .....	4
Section 2.4 Official Notice .....	5
Section 2.5 Union Membership Dues Deduction .....	6
Section 2.6 Miscellaneous .....	6
Section 2.7 Union Membership .....	7
ARTICLE 3. GRIEVANCES -----	8
Section 3.1 General .....	8
Section 3.2 Grievance Procedure .....	8
Section 3.3 Arbitration .....	9
Section 3.4 Time Limits .....	10
ARTICLE 4. WORK INTERRUPTIONS -----	10
Section 4.1 Prohibition .....	10
Section 4.2 Consequences .....	11

**TABLE OF CONTENTS**

**JUNE 2003 - MAY 2007**

	<b><u>Page No.</u></b>
ARTICLE 5. EMPLOYMENT AND SENIORITY -----	11
Section 5.1 Firefighter Probation .....	11
Section 5.2 Acquisition of Seniority .....	12
Section 5.3 Loss of Seniority .....	12
Section 5.4 Adjustments in Force .....	13
Section 5.5 Discipline and Dismissal .....	13
Section 5.6 Personnel Records .....	16
ARTICLE 6. SCHEDULES -----	16
Section 6.1 Platoon System .....	16
Section 6.2 Days On and Off .....	17
Section 6.3 Shifts .....	17
Section 6.4 Kelly Days .....	17
Section 6.5 Changes in Schedules .....	18
Section 6.6 Appointments and Promotions .....	19
ARTICLE 7. COMPENSATION -----	20
Section 7.1 Annual Salaries .....	20
Section 7.2 Overtime Work .....	21
Section 7.3 Longevity Payments .....	23
Section 7.4 Miscellaneous .....	24
ARTICLE 8. HOLIDAYS -----	24
Section 8.1 Holidays Declared .....	24
Section 8.2 Holiday Compensation .....	25

**TABLE OF CONTENTS**

**JUNE 2003 - MAY 2007**

	<b><u>Page No.</u></b>
Section 8.3 Days Only Personnel .....	26
ARTICLE 9. VACATIONS -----	27
Section 9.1 Definitions .....	27
Section 9.2 Vacation Allowed .....	28
Section 9.3 Vacation Schedules .....	29
ARTICLE 10. SICK LEAVE -----	30
Section 10.1 Purpose of Sick Leave .....	30
Section 10.2 Sick Leave Credits .....	31
Section 10.3 Qualifications for – Sick Leave .....	31
Section 10.4 Disqualification for Sick Leave .....	32
ARTICLE 11. LEAVES OF ABSENCE -----	33
Section 11.1 Leaves of Absence With Pay .....	33
Section 11.2 Leaves of Absence Without Pay .....	34
ARTICLE 12. BENEFITS -----	34
Section 12.1 Uniforms and Equipment .....	34
Section 12.2 Insurance .....	35
Section 12.3 Retirement .....	37
Section 12.4 Miscellaneous .....	37
ARTICLE 13. MISCELLANEOUS -----	38
Section 13.1 Continuation of Present Practices .....	38
Section 13.2 Community Events .....	39
Section 13.3 Other .....	39

**TABLE OF CONTENTS**

**JUNE 2003 - MAY 2007**

	<b><u>Page No.</u></b>
SUBSCRIPTION -----	40
APPENDIX	
Appendix A	
- Grievance Form	
Appendix B	
- Request For Day Off In Lieu Of Holiday	
Appendix C	
- Sick Leave Application	
Appendix D	
- Record Of Shift Substitution	
Appendix E	
- Request For Kelly Day	
SALARY SCHEDULE	
MEMORANDUM OF UNDERSTANDING	
Appendix F	
Civilian Dispatch Agreement	

**TABLE OF CONTENTS**

**JUNE 2003 - MAY 2007**

**Page No.**

**WHEREAS**, the CITY OF OLEAN, NEW YORK (hereinafter called "Employer") acting pursuant to the Public Employees, Fair Employment Law (Article 14 of the Civil Service Law) has recognized LOCAL 1796, OLEAN PROFESSIONAL FIRE FIGHTERS ASSOCIATION, AFL-CIO, I.A.F.F. (hereinafter called the "Union") as the exclusive representative, for the purposes of negotiating collectively in the determination of and administration of grievances arising under the terms and conditions of employment of the employees in the following single negotiating unit:

*Included:* All Firefighters, Firefighter-Mechanics, Municipal Training Officer, Fire Lieutenants, and Fire Captains.

*Excluded:* The Fire Chief, the Assistant Fire Chief, and all other employees of the City of Olean.

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

## **ARTICLE 1 GENERAL**

### **Section 1.1 Coverage**

1.1.1 This Agreement covers each person who is, at any given time, an incumbent (including a probationary incumbent) in the ranks of Firefighter, Firefighter-Mechanic, Fire Lieutenant, and Fire Captain in the Olean Fire Department.

### **Section 1.2 Term and modification**

1.2.1 The term of this Agreement begins at 12.01 a.m. on the execution date (being the date shown under the heading "SUBSCRIPTION" at the end of this Agreement) and continues until midnight on May 31, 2007 and thereafter until a new agreement is signed by the parties; provided, however, that if a particular provision of this Agreement sets forth a different beginning or ending date such different date shall be controlling.

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

1.2.3 If either party desires to modify this Agreement, it shall give official notice thereof to the other party not later than January 1st of the final fiscal year of this Agreement. Proposals for a successor agreement (in the form of modifications of, deletions from, or additions to this Agreement) shall be exchanged on a mutually agreeable date not later than March 1. Collective negotiations with respect to modification shall begin not later than April 1 of the final fiscal year of this Agreement.

1.2.4 If official notice of modification has not been given, this Agreement shall continue for successive terms of twelve (12) months each, unless either party gives official notice of modification to the other party not later than January 1st of such successive term.

Collective negotiations with respect to modification shall begin not later than March 1st of such successive term.

- 1.2.5 The parties, by mutual consent, may extend any time limit set forth in Section 1.2 of this Agreement, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably.

### **Section 1.3 Amendments and Waivers**

- 1.3.1 No provision of this Agreement may be deleted or changed, and no provision may be added to this Agreement, by implication or by any other means except a written amendment to this Agreement signed by each party.
- 1.3.2 During the term of this Agreement, either party may propose that this Agreement be amended, but the other party is not obliged to negotiate or to agree to any proposed amendment.
- 1.3.3 No provision of this Agreement may be waived by implication or by any other means except a written document signed by each party.

### **Section 1.4 Interpretation**

- 1.4.1 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:
- (a) A word used in one gender applies also in the other gender.
  - (b) A word used in the singular number applies also in the plural.
  - (c) This Agreement speaks as of the time it is being applied.
  - (d) Each provision of this Agreement is severable from every other provision.
  - (e) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.
  - (f) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
- 1.4.2 Except when this Agreement says otherwise, the following definitions apply in interpreting this Agreement:
- (a) "Employee" means a person covered by this Agreement.
  - (b) "Party" means the Union or the Employer.

- (c) "Parties" means the Union and the Employer.
  - (d) "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.
  - (e) "Hourly rate" means an employee's annual salary divided by 2080.
- 1.4.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law.
- 1.4.4 Unless this Agreement says otherwise, any provision of this Agreement which cites a law, rule or regulation mandated by higher authority is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control, unless this Agreement says otherwise.

**Section 1.5 Legal Effect**

- 1.5.1 If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- 1.5.2 Unless this Agreement says otherwise, neither party is required to continue any past practice.
- 1.5.3 This Agreement is complete and contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter which is a proper subject of collective negotiations.
- 1.5.4 Except as provided by the Civil Service Law and unless this Agreement says otherwise, the Employer is not required to provide or guarantee work for any period of time to any employee.
- 1.5.5 This Agreement supersedes all city laws, rules, regulations and practices which are inconsistent with any provision of this Agreement, except such laws, rules, regulations and practices as are mandated by law of higher authority. The City shall take the steps necessary to rescind or discontinue any such inconsistent law, rule, regulation or practice.

**ARTICLE 2 UNION-EMPLOYER RELATIONS**

**Section 2.1 Management Rights**

- 2.1.1 The Union recognizes that the Employer retains any and all rights vested in it by law, and further recognizes that the Employer shall continue to exercise those rights, as well as any and all rights which may hereafter be vested in the Employer by law, including, but not limited to, the following rights: to select, hire and promote employees; to determine

the necessity for filling a vacancy; to create new jobs and classifications and to abolish any job or classification; to re-assign employees from one job, classification, or duty to another; to demote, suspend, discharge and discipline employees; to train employees and require their participation in training programs; to subcontract work other than actual firefighting work; to assign, supervise and direct employees in their work; to determine the work to be done in accordance with recognized firefighting and fire service duties; to adjust the size of the working force; and to make and publish reasonable rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency, and the protection of property. All of the above rights shall be exercised in accordance with the Civil Service Law.

- 2.1.2 A rule book, containing basic rules made pursuant to paragraph 2.1.1 of this Agreement, shall be distributed to all employees not later than 90 days after the term of this Agreement begins.

### **Section 2.2 Bulletin Boards**

- 2.2.1 The Employer must place a suitable glass-enclosed bulletin board in a convenient place in each Fire Station for the exclusive use of the Union.
- 2.2.2 The Union may post only signed announcements of Union meetings, Union elections, union social events, official communications of the International Association of Firefighters and the New York State Firefighters Association, changes of Union officers, deaths, and illnesses on the bulletin boards. All other material must be approved by the Fire Chief before it can be posted. No material of a political or scandalous nature shall be posted.
- 2.2.3 The Union shall limit its posting of announcements and other material to the bulletin boards.

### **Section 2.3 Union Representatives and Activity**

- 2.3.1 The Employer shall permit a representative of the Union to confer with employees during working hours for a reasonable period of time for the purpose of investigating a grievance. Before conferring with an employee, the representative of the Union shall make his presence and the purpose of his visit known to the Fire Chief or, in his absence, to the Officer then in command. The representative of the Union may confer with an employee if the conference will not interfere unreasonably with the performance of the duties assigned to the employee.
- 2.3.2 For the purpose of investigating and processing grievances, there shall be four (4) Stewards, one from each platoon, who shall be designated by the Union.

- 2.3.3 A Steward may investigate grievances arising on his platoon and present them to the Employer without loss of time or pay; provided that the use of an abnormal amount of time or other abuse of this privilege may result in loss of time or pay as the Employer shall determine.
- 2.3.4 A Steward must obtain the permission of the Officer in charge before leaving his assigned duties to handle a particular grievance. The Officer in charge may refuse for a reasonable period of time to permit the Steward to leave his assigned duties if his leaving would interfere unreasonably with the performance of his duties or with the performance of the duties assigned to other employees. A Steward must report back to the Officer in charge before returning to his assigned duties.
- 2.3.5 The Union must give official notice to the Employer of the name of each Steward and of each officer of Local 1796, Olean Professional Fire Fighters Association, not later than the fifth (5th) working day following his designation.
- 2.3.6 In a manner consistent with past practice, the Union may hold Union meetings on the Employer's property which both companies on duty normally shall attend.

#### **Section 2.4 Official Notice**

- 2.4.1 Giving official notice to the Employer means giving notice in writing to the Mayor and to the Fire Chief in person, or to them by letter or telegram addressed to each of them at the Municipal Building, Olean, New York.
- 2.4.2 Giving official notice to the Union means giving notice in writing to the President of Local 1796, Olean Professional Fire Fighters Association, in person, or by letter or telegram addressed to him at his most recent address shown on the Employer's records.

#### **Section 2.5 Union Membership Dues Deduction**

- 2.5.1 Pursuant to the Public Employees' Fair Employment Law (Article 14 of the Civil Service Law), the Employer shall deduct Union membership dues from the pay of each employee who has presented to the Employer a dues deduction authorization card signed by him.
- 2.5.2 Not later than the fifth working day following the effective date of this Agreement, the Union shall give the Employer official notice of the amount of the monthly dues to be deducted. If the amount of monthly dues is thereafter changed, deduction of the new amount shall begin in the second payroll period following the payroll period during which the Employer received official notice from the Union of the new amount.
- 2.5.3 The monthly dues shall be deducted from one payroll period in each month of the calendar year.

- 2.5.4 Deductions for an individual employee shall begin in the month following the month during which the employee's signed dues deduction authorization card was received by the Employer.
- 2.5.5 Deductions for an individual employee shall continue to be made until and including the month during which the Employer has received from the employee a written statement signed by him revoking his dues deduction authorization card, provided that such written statement of revocation is submitted during the period which is permitted by the terms of the employee's dues deduction authorization card.
- 2.5.6 Not later than the fifteenth (15th) calendar day of each month, the Employer shall deliver or mail to the treasurer of the Union all dues deducted during the preceding calendar month together with a list of the employees for whom deductions were made.
- 2.5.7 The Union shall hold the Employer harmless against any and all suits, claims, demands and liabilities arising out of an action of the Employer in connection with this Section 2.5.

#### **Section 2.6 Miscellaneous**

- 2.6.1 Any act which this Agreement requires to be performed by the Fire Chief may be performed by any employee to whom the Fire Chief has delegated authority to perform that act.
- 2.6.2 A Fire Health and Safety Committee is hereby established for the purpose of discussing matters of health and safety in the Fire Department. The Committee shall consist of two representatives named by the Union, two members of the Common Council named by its President, and the Fire Chief. The President of the Common Council shall give written notice of the names of the Employer's representatives on the Committee to the Union within 30 days of the Common Council President's election to that position. The Committee shall meet at reasonable times and places upon the request of the Union or the Employer which request:
- (1) shall be in writing,
  - (2) shall be on at least one week's notice,
  - (3) shall propose a suitable time and place for the meeting, and
  - (4) shall list the matters proposed for discussion.

The Committee shall have the power to make recommendations to the Common Council on fire health and safety matters. Such recommendations shall be made by majority vote of the committee and must be presented to the next regular meeting of the Common Council for consideration. A Common Council member, who as a member of the

committee voted for the recommendation, shall agree to urge the Common Council to accept that recommendation.

### **Section 2.7 Union Membership**

2.7.1 Each employee who is a member of the Union on the date the term of this Agreement begins shall either:

- (1) remain a member of the Union for the duration of this Agreement; or
- (2) pay to the Union the agency fees (as set forth in paragraph 2.7.2 of this Agreement) for the duration of this Agreement.

Each employee who is hired on or after the date the term of this Agreement begins shall, on the date he acquires seniority pursuant to paragraph 5.2.1 of this Agreement, either

- (a) become a member of the Union and thereafter remain a member of the Union for the duration of this Agreement; or
- (b) pay to the Union the agency fees (as set forth in paragraph 2.7.2 of this Agreement) for the duration of this Agreement.

2.7.2 An agency fee is a fee paid to the Union by an employee who is not a member thereof in lieu of Union membership dues as a service charge for representation by the Union. The monthly agency fee shall be the same as the monthly Union membership dues. An employee, who has chosen to pay the fee rather than to become or remain a member of the Union, may either pay the fee directly to the Union or sign an agency fee deduction authorization card provided by the union. Upon presentation of such a card to the Employer, the employee's monthly agency fee shall be deducted from the employee's pay in the same manner as union membership dues are deducted pursuant to Section 2.5 of this Agreement. All the provisions of Section 2.5 of this Agreement shall apply to such agency fee deductions to the same extent that they apply to Union membership dues deductions as permitted by Section 204.1 of the Civil Service Law.

2.7.3 If an employee fails to comply with the requirements of paragraph 2.7.1 of this Agreement, the Union may give official notice thereof to the Employer. A copy of such notice must be given by the Union to the employee. If, by the 60th consecutive day after the receipt of such official notice, the employee has still failed to comply with the requirements of paragraph 2.7.1 of this Agreement, the Union may give official notice thereof to the Employer (with a copy to the employee) and the Employer shall thereupon terminate the employee.

2.7.4 The Union shall hold the Employer harmless against any and all suits, claims, demands and liabilities arising out of an action of the Employer in connection with this Section 2.7.

## **ARTICLE 3 GRIEVANCES**

### **Section 3.1 General**

- 3.1.1 Only a violation of this Agreement can be grieved. A written grievance by an employee or the Union must be submitted on the form shown in Appendix A.
- 3.1.2 A grievant is the Union or an employee who has a grievance.
- 3.1.3 If the grievant is an employee, he must submit his grievance at Step 1. If the grievant is the Union and the grievance involves all (or substantially all) of the employees, it may submit the grievance at Step 2 within the same time limit for the submission of a grievance as is specified in Step 1.
- 3.1.4 No grievance may be submitted with respect to any matter which law mandated by higher authority requires to be handled by some procedure other than the Grievance Procedure provided in this Agreement.
- 3.1.5 An employee shall make every reasonable effort to resolve a problem by informal discussion with his immediate superior before the employee submits a grievance pursuant to paragraphs 3.2.1 or 3.2.2 of this Agreement. Nothing in this paragraph shall be deemed to alter in any way the maximum time limit for the submission of a grievance set forth in paragraphs 3.21 and 3.22 of this Agreement.

### **Section 3.2 Grievance Procedure**

- 3.2.1 Step 1: If, not later than the tenth (10th) working day after the date of the occurrence out of which the grievance arises (or, if the grievance concerns a matter of a continuing nature, then not later than the tenth working day after the first day of the occurrence out of which the grievance arose), an employee or his Steward orally or in writing submits a grievance to the Fire Chief, the Fire Chief shall answer the grievance orally or in writing not later than the tenth (10th) working day after its submission. The Union has ten (10) working days after receipt of the Step 1 answer within which it may appeal the grievance in writing to Step 2 by submitting the grievance in writing to the Mayor or his secretary.
- 3.2.2 Step 2: If the Union does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied by the Step 1 answer. But if the Union does appeal before the appeal time expires, then the Mayor, or his designee (other than the fire chief) and the Union representatives must agree, not later than the tenth (10th) working day after the appeal, on the date for a Step 2 meeting. The Step 2 meeting must be held not later than the fifteenth (15th) working day after the date on which the grievance is appealed or submitted to Step 2. The Step 2 meeting shall be attended only by the Mayor or his designee, members of the union who are employed by the employer and the fire chief. Attendance of others requires notice in advance by the requesting party and the consent of the other party. The Employer shall answer the grievance in writing not later than the

tenth (10th) working day after the Step 2 meeting. The Union has ten (10) working days after receipt of the Step 2 answer within which it may submit the grievance to arbitration.

### **Section 3.3 Arbitration**

- 3.3.1 If the Union does not appeal a grievance to arbitration before the submission time expires, the grievance is deemed satisfied by the Step 2 answer.
- 3.3.2 No more than one grievance may be appealed to an arbitrator in the course of a single arbitration proceeding, unless the parties expressly agree in writing to the appeal of more than one grievance.
- 3.3.3 To appeal a grievance to arbitration, the Union must send a letter to the American Arbitration Association (“AAA”) which:
  - (1) requests arbitration of one specifically identified grievance, and
  - (2) requests the AAA to send to each party a list of twenty (20) names of arbitrators.

Each party, not later than the tenth working day after receipt of its copy of the list, must mail its copy to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of twenty (20) names and the same procedure will be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.

- 3.3.4 The time of the arbitration hearing shall be agreed upon by the parties and the arbitrator.
- 3.3.5 The arbitrator shall hear the grievance presented, if it is properly before him, and determine whether this Agreement has been violated as alleged in the grievance. The arbitrator may award an appropriate remedy for any such violation. The arbitrator may not consider any substantive issue raised for the first time in arbitration, but an issue of arbitrability may be considered by the arbitrator unless that issue has been previously presented to a court. The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, or restrict, the provisions expressed in this Agreement. The authority of the arbitrator does not extend to matters which law mandated by higher authority requires to be resolved by some other body.
- 3.3.6 The decision of the arbitrator is final and binding on the parties and the employees.

- 3.3.7 One-half the fees and expenses of the arbitrator must be paid by each party. All other expenses, including the compensation of witnesses, incident to the arbitration must be paid by the party which incurred them. If the adjournment of an arbitration hearing results in a fee being charged by the arbitrator, the party which requested the adjournment shall pay the entire fee.
- 3.3.8 If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made at its own expense provided that it furnishes a copy of the record to the arbitrator and a copy to the other party.

### **Section 3.4 Time Limits**

- 3.4.1 In all cases of time limits provided in this Article 3, the computation of working days shall exclude Saturdays, Sundays and holidays.
- 3.4.2 The time limits set forth in this Article 3 must be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.
- 3.4.3 In no event may the Employer be held liable for back pay for a period of more than 10 consecutive working days preceding the filing of a written grievance.
- 3.4.4 If a grievance has not been answered by the last day of the time to appeal and the time to answer has not been extended as provided in paragraph 3.4.2 of this Agreement, the Union may appeal the grievance as though it had been answered on that last day.

## **ARTICLE 4 WORK INTERRUPTIONS**

### **Section 4.1 Prohibition**

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

## **Section 4.2 Consequences**

- 4.2.1 If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraphs 4.1.1 or 4.1.2 of this Agreement, the Union must, at the Employer's request:
- (1) give the Employer official notice that it has not done or threatened to do any such act and that it disavows such act or threat, and
  - (2) instruct the employees concerned in writing to cease doing such act or threatening to do it and give to the Employer a copy of such instructions.
- 4.2.2 If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraphs 4.1.1 or 4.1.2 of this Agreement, he may, at the Employer's sole discretion, be disciplined or discharged therefor. The discipline or discharge action, or the degree thereof, may be taken without regard to any such action which may or may not have been taken with respect to any other employee. Such a disciplinary action or discharge may not be made the subject of a grievance or arbitration.
- 4.2.3 The Employer has the option of seeking a remedy for a violation of paragraphs 4.1.1 or 4.1.2 of this Agreement, and the Union has the option of seeking a remedy for a violation of paragraph 4.1.3 of this Agreement, either in an arbitration proceeding or in a civil action and resort to the one shall not be a prerequisite for, nor shall it preclude, resort to the other.
- 4.2.4 While the Union, or its officers or agents, or a group of employees are doing or threatening to do any act mentioned in paragraphs 4.1.1 or 4.1.2 of this Agreement, the Employer need not bargain about or discuss with the Union any matter which may be in dispute between the Employer and the Union or the group of employees concerned. While the Employer, or its officers or agents, are doing any act mentioned in paragraph 4.1.3 of this Agreement, the Union need not bargain about or discuss any matter which may be in dispute between the Employer and the Union.

## **ARTICLE 5 EMPLOYMENT AND SENIORITY**

### **Section 5.1 Firefighter Probation**

- 5.1.1 An employee appointed to the rank of firefighter is on probation for the one year period which begins on his date of last appointment. If an employee on probation is discharged during the last six months of his twelve month probationary period, he shall be given a written statement of the reason for his discharge if he submits a written request therefor within ten calendar days after the effective date of his discharge.

## **Section 5.2 Acquisition of Seniority**

- 5.2.1 For an employee in the rank of firefighter, "seniority" means the length of an employee's continuous service in the Olean Fire Department from the date of his last appointment to the date he loses seniority, including both such dates. An employee while he is on probation does not have any seniority, but he acquires seniority on the day following his last day of probation, retroactive to the date of his last appointment.
- 5.2.2 For an employee in any rank other than that of fire fighter, "seniority" means the length of an employee's continuous service in the Olean Fire Department from the date of his last promotion to his rank to the date he loses seniority, including both such dates.
- 5.2.3 As used in paragraphs 5.2.1 and 5.2.2, "continuous service" includes only those periods when an employee is on the Employer's active payroll and those periods when the employee is:
- (1) on leave of absence;
  - (2) on layoff;
  - (3) on active duty with the United States Armed Forces or the National Guard;
  - (4) absent from, and unable to perform the duties of, his position by reason of a disability resulting from occupational injury or disease; and
  - (5) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's "continuous service", notwithstanding that such service may not have been in the Olean Fire Department.
- 5.2.4 If two or more employees are appointed as a fire fighter, or are promoted to the same rank, on the same date, their relative seniority shall be in the order of their standing on the eligibility list from which they were appointed or promoted (i.e., the employee with the higher standing shall have the greater seniority).

## **Section 5.3 Loss of Seniority**

- 5.3.1 Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his seniority and is automatically terminated on the day on which one or more of the following occurs:
- (1) he resigns;
  - (2) he is discharged;
  - (3) he retires;

- (4) he has been absent from, and unable to perform the duties of, his position for a continuous period of not less than one year by reason of a disability other than a disability resulting from occupational injury or disease.

5.3.2 An employee who is reinstated within one year after the date of his resignation shall retain only that seniority he had accumulated as of the date of his resignation. An employee must give the Fire Chief fourteen (14) calendar days, notice of his intent to resign.

#### **Section 5.4 Adjustments in Force**

5.4.1 Adjustments in force shall be made in accordance with the applicable provisions of the Civil Service Law.

#### **Section 5.5 Discipline and Dismissal**

5.5.1 Discipline or dismissal may only be imposed for just cause. The only procedure for contesting discipline or dismissal shall be the procedure set forth in this Agreement. The only procedure for imposing discipline or dismissal on an employee shall be the procedure set forth in this Agreement. The Union, on behalf of itself and the employees, hereby waives any and all rights it or they may have or be granted in the future to pursue any other method or procedure for contesting the discipline or dismissal of an employee. The Employer and the Union agree that in an appropriate case, progressive discipline can be beneficial to the interests of the Employer, the Union and the bargaining unit employees.

5.5.2 The Fire Chief or an employee's Supervisor may orally reprimand an employee. If the Fire Chief or the Supervisor chooses to make a written notation of the oral reprimand to be included in the employee's personnel file, he shall give a copy thereof to the employee and to the Union prior to placing the original notation in the file. The notation shall include the details (names, dates and places) of the conduct for which the employee was orally reprimanded. The employee and the, Union representative who receives the notation shall each sign and date receipts for the copies of the notation and those receipts shall be attached to the original notation in the personnel file. This receipt merely acknowledges receiving said copy. Not later than the tenth calendar day after receiving a copy of the notation, the employee may submit a written, signed and dated response to the notation to the Fire Chief and the Fire Chief shall attach the response to the original notation in the personnel file. Any reprimands must be made in a manner that will not embarrass an employee before other employees or the public.

5.5.3 The Fire Chief may reprimand an employee in writing. The employee shall sign the written reprimand. The signature merely acknowledges receipt of the document, which shall then be placed in his personnel file. The written reprimand shall include the details (names, dates and places) of the conduct for which the employee is being reprimanded. Simultaneously, the employee and a Union representative shall be given a copy of the

written reprimand and each shall sign and date receipts therefor and those receipts shall be attached to the original written reprimand in the personnel file. This signature merely acknowledges receipt of the document. If the employee disagrees with the written reprimand, he shall proceed in accordance with the provisions of paragraph 5.7.1 of this Agreement.

- 5.5.4 The only other disciplinary actions which may be imposed by the Fire Chief are suspensions without pay, loss of leave credits, fines (not to exceed an amount equal to two weeks of the employee's gross weekly straight time pay at the time of the alleged offense), any combination of the foregoing, and dismissal.
- 5.5.5 When the Fire Chief decides to impose dismissal or one of the disciplinary actions specified in paragraph 5.5.4 of this Agreement, he shall give written notice of the proposed dismissal or disciplinary action to the employee and a Union representative simultaneously, each of whom shall sign and date receipts therefor which the Fire Chief shall attach to the original notice. The notice shall specify that dismissal or one or more of the said disciplinary actions is to be imposed and shall give a detailed statement (including dates, times and places to the best of the Fire Chief's knowledge or information) of the conduct for which the dismissal or disciplinary action is to be imposed. Not later than the fifth calendar day after the day he is given a copy of the notice of disciplinary action, the employee shall deliver to the Fire Chief a written, dated and signed statement in which the employee sets forth one of the following:
- (1) a statement that he accepts the dismissal or disciplinary action set forth in the notice, in which case the dismissal or disciplinary action shall be immediately imposed in accordance with the terms of the notice; or
  - (2) a request for a hearing by the Mayor or his designated representative for a review of the matter, in which case the Mayor or his designated representative shall hold such a review within ten calendar days and will issue a recommendation within ten calendar days of such review. If the employee accepts the recommendation of the Mayor or his designated representative, the employee and the Union shall sign a statement of acceptance and the recommended dismissal or disciplinary action shall be immediately imposed in accordance with the terms of the recommendation; or
  - (3) a statement that he appeals the dismissal or disciplinary action to arbitration pursuant to Section 3.3 of this Agreement in which case the statement shall be accompanied by a letter from the Union to the American Arbitration Association as provided in paragraph 3.3.3 of this Agreement. (If the employee requested a review pursuant to "2" above, he shall deliver the statement of appeal to arbitration not later than the fifth calendar day after receiving the recommendation of the Mayor or his designated representative if the employee has not accepted that

recommendation.) When a dismissal or disciplinary action is so appealed, the arbitration thereof shall proceed in accordance with the provisions of Section 3.3 of this Agreement and the dismissal or disciplinary action shall not be imposed until the arbitrator's award is delivered to the Employer and then only to the extent permitted by the award.

- 5.5.6 Notwithstanding paragraph 5.5.5 of this Agreement, an employee may be suspended with pay pending the disposition of the dismissal or disciplinary action in accordance with that paragraph. Furthermore, if the conduct for which an employee is being dismissed or disciplined is one of moral turpitude, or is a controlled substance offense, or is a crime, the employee may be suspended without pay pending the disposition of the dismissal or disciplinary action in accordance with paragraph 5.5.5 of this Agreement. The propriety of any such suspension without pay shall be reviewed, if the employee so requests, in the same proceeding as the dismissal or disciplinary action itself and the arbitrator shall have the power to restore some or all of the pay lost during the suspension.
- 5.5.7 If the Employer defends an appeal pursuant to paragraph 5.5.5 of this Agreement on the grounds that the procedures set forth in this Agreement were not complied with, or were not timely complied with, the arbitrator shall hear and decide that defense before hearing the merits of the dismissal or disciplinary action, unless the parties agree otherwise.
- 5.5.8 If the arbitrator finds the employee guilty, he may impose the penalty sought by the Fire Chief or a lesser penalty or combination of penalties, but he may not impose a greater penalty.
- 5.5.9 The Employer and the employee may at any time agree on the disposition of a dismissal or disciplinary action. Such a disposition need not be limited to the matters specified in paragraph 5.5.4 of this Agreement. The disposition shall be dated, signed by the Fire Chief and the employee, and shall be witnessed by a Union representative, all of whom shall be furnished with a copy of the disposition.
- 5.5.10 Except for conduct involving moral turpitude, a controlled substance offense or a crime, the notice of dismissal or disciplinary action required by paragraph 5.5.5 of this Agreement must be given to the employee not later than the 180th day following the day on which such conduct occurred or, if the conduct occurred on more than one day, then following the last day on which such conduct occurred, but if the Fire Chief had no knowledge of such conduct within that 180 day period, then within 30 calendar days after the Fire Chief acquired such knowledge, but in any case not later than the 365th day after the day or last day of such conduct.
- 5.5.11 In all cases of dismissal or disciplinary action, the burden of proof is on the Employer with respect to establishing that the employee is guilty of the conduct for which dismissal or disciplinary action is sought.

5.5.12 When an employee is questioned by the Fire Chief or by any investigating authority with respect to a matter that may result in the employee's dismissal or discipline, a Steward shall be present (if the rules of the authority, other than a City authority, permit) if the employee so requests.

### **Section 5.6 Personnel Records**

5.6.1 Upon reasonable request during regular office hours, an employee shall be allowed to review all items in his official personnel file and he shall be given a copy of any item therein upon request. The employee must sign a statement showing that he has reviewed his file or received a copy of a document therein as the case may be. This paragraph does not apply to confidential reference letters from prior employers. An employee shall be given a copy of any document to be placed in his official personnel file on or before the date it is filed therein. An employee may at anytime submit a written response to any item in his personnel file provided that the response is signed by the employee and dated with the date it is submitted.

## **ARTICLE 6 SCHEDULES**

### **Section 6.1 Platoon System**

6.1.1 The schedules shall be manned by five platoons denominated:

Platoon A  
Platoon B  
Platoon C  
Platoon D  
Platoon E (Day Shift)

6.1.2 A vacancy on a platoon or in a new classification shall be posted on the Union bulletin boards at Central Fire Station and at Fire Station #1 for at least seven calendar days before it is permanently filled. (It may be temporarily filled by the Fire Chief's assignment until it is permanently filled.) An employee who wishes to be considered to fill the vacancy permanently must submit written notice of his desire to the Fire Chief during the posting period.

6.1.3 If a vacancy is to be filled in a platoon or in a new classification, the Fire Chief shall consider the manning requirements of the platoon and shall select an employee who possesses the work record, skill, ability and experience required to meet those requirements. If two or more employees are relatively equal in the required work record, skill, ability and experience, then the most senior of them shall be selected.

## **Section 6.2 Days On and Off**

- 6.2.1 Platoons A and B shall rotate (as provided in paragraph 6.2.5 of this Agreement) with Platoons C and D in working on Mondays, Tuesdays and Wednesdays and having Thursdays, Fridays and Saturdays off.
- 6.2.2 Platoons C and D shall rotate (as provided in paragraph 6.2.5 of this Agreement) with Platoons A and B in working Thursdays, Fridays and Saturdays and having Mondays, Tuesdays and Wednesdays off.
- 6.2.3 Each platoon normally shall work every fourth Sunday and normally shall have all other Sundays off.
- 6.2.4 Employees assigned to work on days only normally shall work on Mondays through Fridays (both days inclusive) and normally shall have Saturdays and Sundays off.
- 6.2.5 The assignment of work days to platoons set forth in paragraphs 6.2.1 and 6.2.2 of this Agreement shall be reversed on the last Monday in January of each year (unless the parties shall agree to effectuating that reversal on an earlier Monday in January) so that the platoons then assigned Mondays, Tuesdays and Wednesdays as work days shall thereafter and until the following January be assigned Thursdays, Fridays and Saturdays as work days and the platoons then assigned Thursdays, Fridays and Saturdays as work days shall thereafter be assigned Mondays, Tuesdays and Wednesdays as work days.

## **Section 6.3 Shifts**

- 6.3.1 The normal day shift, except Sundays, shall begin at 7:30 A.M. and end at 4:30 P.M. The normal night shift, except Sundays, shall begin at 4:30 P.M. and end at 7:30 A.M. on the following day.
- 6.3.2 There normally shall be one shift on Sunday which shall begin at 7:30 A.M. and end at 7:30 A.M. on the following day.
- 6.3.3 Platoons A and B normally shall alternate with each other on day and night shifts on a week-by-week basis. Platoons C and D normally shall alternate with each other on day and night shifts on a week-by-week basis.
- 6.3.4 Employees assigned to work on days only normally shall begin work at 8:00 A.M. and normally shall end work at 4:00 P.M.

## **Section 6.4 Kelly Days**

- 6.4.1 As used in this section 6.4, "Kelly Day" means a shift off without loss of pay granted to an employee for the purpose of satisfying the maximum hours of labor provisions of Section 1012-a of the New York State Unconsolidated Laws as amended.

- 6.4.2 Each employee shall be assigned 5 day shifts off and 4 night shifts off as Kelly Days. For a total of 105 Kelly hours per calendar year. In lieu of one day shift and one night shift off an employee may be assigned a "long Sunday" (as defined in paragraph 9.1.1 of this Agreement) off.
- 6.4.3 Kelly Days shall be assigned in accordance with employee requests for particular days off. The Fire Chief may, however, change or cancel the assigned Kelly Day provided that he does so on at least 24 hours notice unless shorter notice results from the fact that another employee(s) has called in sick.
- 6.4.4 Kelly days will be credited to an employee on January 1 of each calendar year in accordance with paragraphs 6.4.1 through 6.4.5. Kelly days not used in the calendar year in which they were credited will be carried over to the next calendar year (the "carry-over year") and those carried-over days will be the first Kelly days used during the carry-over year. Carried-over Kelly days not used by the end of the carry-over year will be paid to the employee in the first payroll period in January following the carry-over year at one and a half times the employee's straight time rate of pay. When an employee leaves employment through retirement, quit, discharge or otherwise, the Employer will offset from first his pay-out for any unused sick leave and if that pay-out is not sufficient to cover the offset discussed below then the Employer will offset from his final wage or benefit check any Kelly hours the employee took during the calendar year in which he left employment in excess of the dollar value of the product produced by multiplying the number of weeks the employees actually worked during the calendar year in which he left employment times two hours of pay.
- 6.4.5 The provisions of this section 6.4 do not apply to an employee assigned to work on days only. However, if during a calendar year an employee is permanently reassigned from a days only schedule to a platoon, he shall be allowed during the balance of the calendar year a proportion of the maximum Kelly Days allowed (pursuant to paragraph 6.4.2 of this Agreement) equal to the proportion of the calendar year remaining from and after the effective day of his reassignment rounded off to the nearest day.

### **Section 6.5 Changes in Schedules**

- 6.5.1 The parties recognize that it may be necessary from time to time for the Fire Chief to make temporary adjustments or revisions of the schedules set forth in this Article 6.
- 6.5.2 An employee on one shift may substitute for an employee on another shift with the consent of the other employee and of the Officers-in-Charge of the platoons involved, but the substitution may be disapproved by the Fire Chief. Prior to the shift, both employees and Officers in Charge must sign the form set forth in Appendix D of this Agreement. No shift substitution may be granted more than 30 days in advance of the time requested or cancelled by the Employer during the seven (7) days before the time requested. On and after the 7<sup>th</sup> day before the time requested, the shift becomes the shift of the employee who accepted the substitution.

- 6.5.3 There must be at least eight employees (counting officers and firefighters together) on duty for each shift. The following procedure shall apply when off-duty employees are called back for non-emergency work. Two call-back rosters shall be established: one list shall show all firefighters and fire officers on Platoons A and B in order of their seniority; the other list shall show all firefighters and fire officers on Platoons C and D in order of their seniority. A copy of each list shall be given to the Union and copies of each list shall be posted on each Fire House. When Platoon A or Platoon B is on duty, call-backs shall be made from the roster for Platoons C and D. When Platoon C or D is on duty, call-backs shall be made from the roster for Platoons A and B. Firefighters and fire officers on each roster shall be contacted in order of their seniority until all the firefighters required for a particular occasion have been called-back. On the next occasion, the contacts shall begin with the firefighter or fire officer next on the roster after the last one contacted on the previous occasion. If the last man contacted is at the bottom of the roster, contacts shall begin with the firefighter or fire officer at the top of the roster. If, on a particular occasion, all firefighters and fire officers on one roster have been contacted but the required men have not been called-back, further contacts shall be made among the firefighters and fire officers on the other roster, beginning with the firefighter or fire officer next after the last man contacted on the last previous occasion on that roster. Nothing in this paragraph shall be construed to prohibit more than one attempt to contact an employee (e.g., when on prior attempts there was no answer, or the line was busy, or the firefighter or fire officer was not at home). Normally, there will be no more than two officers on duty at any given time. However, this does not preclude an officer from the call-in platoon being called if no one else is available. This paragraph shall not apply where a specialized skill or position is required. An employee will not be eligible to accept a non-emergency call-back if the call-back would result in the employee working a shift immediately before or after working a long Sunday unless there is not a sufficient number of employees, as determined by the Employer and without modifying the application of the manning requirement of 6.5.3, to accept the call-in. The call-back rotation will return to the employee by-passed because of the preceding sentence.
- 6.5.4 An alleged or actual violation of paragraph 6.5.3 of this Agreement is not grievable except with respect to a direct order given by the Fire Chief to call or not call a particular firefighter or fire officer.

### **Section 6.6 Appointments and Promotions**

- 6.6.1 The Employer will request Civil Service lists for both original appointments and promotions.
- 6.6.2 The Employer will not request extension of Civil Service lists for promotion beyond two (2) years.
- 6.6.3 The employee appointed to be Municipal Training officer or Code Enforcement Supervisor may not seek a voluntary transfer to another duty within the negotiating unit at any time within the period of six consecutive calendar years beginning on the later of:

(i) the date the employee begins work as the Municipal Training Officer or Code Enforcement Supervisor or (ii) the date the employee is appointed as Captain.

## **ARTICLE 7 COMPENSATION**

### **Section 7.1 Annual Salaries**

- 7.1.1 (a) The salary of an employee shall be the annual salary shown on the annexed salary schedule.
- (b) Effective as of June 1, 1991, the salary rate of an employee shall be determined by these factors: (i) the employee's rank, (ii) in the case of Firefighters, the employee's years of service (i.e., Step) and (iii) in the case of all ranks, whether or not the employee possesses a currently valid certificate or certificates for Emergency Medical Technician, Advanced EMT, Critical Care, or Paramedic, as shown on the annexed salary schedules. Notwithstanding the foregoing, a probationary employee shall be paid as though he had an Emergency Medical Technician certificate until he earns one as required by paragraph 13.3.4 of this Agreement.
- (c) A Step 4 Firefighter is one who has three or more years of service. A Step 3 Firefighter is one who has two years of service, but less than three years: A Step 2 Firefighter is one who has one year of service but less than two years. A Step 1 Firefighter is one who has less than one year of service.
- 7.1.2 Effective on June 1st of the Employer's fiscal year shown in paragraph 7.1.1 of this Agreement, each employee shall be paid at the annual salary rate which corresponds with his years of service as of that June 1st. Each year thereafter, an employee shall move to the next higher salary rate for his classification, if any, on the first day of the full pay period which begins first after the anniversary of his date of hire.
- 7.1.3 A new employee shall be paid at the annual salary rate shown in paragraph 7.1.1 of this Agreement at "Step 1" and each year thereafter, he shall move to the next higher salary rate for his classification, if any, on the first day of the full pay period which begins first after the anniversary of his date of hire.
- 7.1.4 If an employee is designated by the Employer as an acting officer in a rank higher than his own to replace an officer during a prolonged absence, the employee shall be paid the same salary rate as the officer he is replacing for the entire period during which the employee is so acting.
- 7.1.5 If an employee is assigned by the officer in charge to substitute for an officer of higher rank during the latter's temporary absence (as, for example, while the officer is on vacation, sick, or the like), the employee should be paid for all time assigned and worked as such substitute at the annual rate of the rank in which he is working at the lowest step for that rank which will result in an increase in pay for the employee. Such assignments

shall be made (i) from among those employees on the appropriate civil service promotion list at the time in question if there is any such employee then at work on the same platoon, (ii) second, from among those employees who have been on the appropriate civil service promotion list previously if there is any such employee then at work on the same platoon, and (iii) third, from among other employees then at work on the same platoon provided that the Fire Chief approves of any such employee so selected.

- 7.1.6 Notwithstanding any apparently or actually conflicting provision of this Agreement, the annual salaries set forth in paragraph 7.1.1 of this Agreement are inclusive of compensation for attendance at up to six officers, meetings per fiscal year (June 1 to May 31) of not to exceed three hours per meeting and no additional compensation shall be paid for such attendance. No employee shall be called back from vacation, holiday or Kelly Day to attend such a meeting. An employee who attends the meeting when the employee would otherwise be off duty shall be granted compensatory time off at the rate of time and one-half provided that the compensatory time off may not be taken at a time when another employee would have to be called in at overtime rates.
- 7.1.7 The Municipal Training Officer (MTO) and the Code Enforcement Supervisor (CES) shall be paid as either Lieutenant or Captain depending on his rank. The employees who are the MTO or the CES shall be appointed provisional Captain by the second anniversary of his beginning work as MTO or CES, unless prohibited by the Civil Service Law.
- 7.1.8 The Union acknowledges that the Olean Fire Unused Sick Leave Pay Fund Agreement was agreed to by the Employer in the negotiations which led to the 1988-90 Agreement between them in lieu of including an additional two percent salary increase for 1989-90 therein. Accordingly, the Union agrees that in all subsequent negotiations between the parties and in all subsequent submissions to mediators, fact-finders, arbitrators and conciliators involved in such negotiations, the then current base salaries of all employees shall be shown as increased by the amounts shown below:

<u>Classification</u>	<u>Step</u>	<u>Years of Service</u>	<u>Amount</u>
Firefighter	1	less than 1 year	\$299
	2	1 year, but less than 2 years	\$311
	3	2 years, but less than 3 years	\$323
	4	3 or more years	\$466
Fire Lieutenant			\$502
Fire Captain			\$546

**Section 7.2 Overtime Work**

- 7.2.1 If, because of an emergency or call back, an employee works more than his normal tour of duty in any week, he shall be paid one and one-half times his hourly rate for such work. For purposes of this paragraph, "normal tour of duty" means three (3) days from 7:30 A.M. to 4:30 P.M. or three (3) nights from 4:30 P.M. to 7:30 A.M. (whichever shift

the employee's platoon is working during the week in question) and includes a "long Sunday" if the employee's platoon is working a "long Sunday" during the week in question.

- 7.2.2 If an employee is called back to work after having completed his shift or tour of duty, he shall receive a minimum of three (3) hours work or three (3) hours pay at the rate specified in paragraph 7.2.1 of this Agreement. Nevertheless, if an employee requests to leave work before he has worked three hours and the officer-in-charge permits him to do so, the employee shall be paid only for the time he actually worked.
- 7.2.3 If an emergency occurs, the Employer may call in additional employees with first preference to the sister platoon of the platoon on duty but the Employer may call in any employee to meet the demands of the emergency. An employee reporting for duty in an emergency 30 minutes or more after being called in will not receive minimum call back pay under 7.2.2 unless the Employer directs him to remain on duty. Except as otherwise provided in (1) & (2) below, if all employees have been called back to work, emergency aid may be requested from other fire units, but this shall not prevent the summoning of other fire units to serve as standby when all employees have been called back.
- (1) Members of such other fire units may be called in for standby at the fire houses without calling back off-duty employees.
  - (2) Members of such other fire units may be called in or dispatched to fight a fire provided that for each such ten members (or fraction thereof) called in or dispatched, one platoon of off-duty employees shall be called back.

If an immediate need for manpower or apparatus exists, members of other fire units may be called in without waiting for the call back of off-duty employees.

- 7.2.4 If an employee is scheduled for training when he would otherwise be off-duty, he shall be guaranteed a minimum of three (3) hours work or three (3) hours pay.
- 7.2.5 If an employee is required to appear in court on behalf of the City or because of an incident arising out of his employment by the City, he shall be paid for all such time at one and one-half times his hourly rate if such appearance occurred during what would otherwise have been off-duty time.
- 7.2.6 This paragraph will apply only to compensatory time for training during hours beyond an employee's regularly scheduled duty hours per week. Employees may apply in advance of the start of training for compensatory time for training which will occur during his non-duty hours on the form supplied by the Employer. The Fire Chief may approve or disapprove this request at his subjective sole discretion, but if approved the employee shall be granted compensatory time for such non-duty hours at one and a half (1 ½) hours for each hour of proved attendance at training.

- 7.2.7 Except as otherwise might be granted in writing by the officer in charge of the employee's platoon, to take compensatory time off an employee must apply for such time off on a form approved by the Employer and submitted not more than 30 calendar days in advance of the requested time off. The officer in charge must approve or disapprove the request at his sole subjective discretion but the decision must be made within five working days after receiving the request. If approved, the Fire Chief or officer in charge may cancel the requested time off at his subjective sole discretion provided the cancellation occurs at least 24 hours before the requested time off. If two or more employees request the same time off and if not all requests can be granted, the requests will be considered according to the dates they were received with the first received request given first priority. If such competing requests were submitted on the same day, the requests will be considered according to the seniority of the requesting employees with the most senior employee given first priority. An employee may not accumulate in excess of 250 compensatory hours.
- 7.2.8 The City will pay for the cost of an employee's tuition and required books for any emergency medical training or training ordered by the Fire chief.

**Section 7.3 Longevity Payments**

- 7.3.1 Each employee, who as of his anniversary date of hire has the number of years of continuous service shown below, shall have his annual salary rate increased by a longevity increment in the amount shown opposite his number of years of continuous service.

<u>Years of Continuous Service</u>	<u>1999-2000 Longevity Increment</u>	<u>2000-2001 Longevity Increment</u>	<u>2001-2002 Longevity Increment</u>	<u>2002-2003 Longevity Increment</u>
5 years, but less than 6 years	\$550.00	\$550.00	\$550.00	\$550.00
6 years, but less than 7 years	\$600.00	\$600.00	\$600.00	\$600.00
7 years, but less than 8 years	\$650.00	\$650.00	\$650.00	\$650.00
8 years, but less than 9 years	\$700.00	\$700.00	\$700.00	\$700.00
9 years, but less than 10 years	\$750.00	\$750.00	\$750.00	\$750.00
10 years, but less than 11 years	\$800.00	\$800.00	\$800.00	\$800.00
11 years, but less than 12 years	\$850.00	\$850.00	\$850.00	\$850.00
12 years, but less than 13 years	\$900.00	\$900.00	\$900.00	\$900.00
13 years, but less than 14 years	\$950.00	\$950.00	\$950.00	\$950.00
14 years, but less than 15 years	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
15 years, but less than 16 years	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00
16 years, but less than 17 years	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
17 years, but less than 18 years	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00
18 years, but less than 19 years	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
19 years, but less than 20 years	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
20 years, but less than 21 years	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00
21 years or more	\$1,300.00 plus \$50.00 for each year over 20			

When an employee retires or dies while in service, he or his estate (as the case may be) shall be paid an amount equal to one-twelfth of the amount shown above for his years of service as of his last anniversary date for each full calendar month which he served from his last anniversary date to the date of his death or retirement including the latter date. (Example: An employee whose anniversary date is February 12th and who had 12 years of service as of such date retires on April 20th. He would be paid 2/12ths of \$600 or \$100.)

#### **Section 7.4 Miscellaneous**

- 7.4.1 When an employee works outside the City of Olean for a period in excess of four hours, he shall be paid the amount for meal allowances as provided for in the City policy effective at that time or reimbursement for the actual cost of the meal, whichever is less. A breakfast allowance or reimbursement will be paid during the period from 11 p.m. to 11 a.m., a lunch allowance from 11 a.m. to 4 p.m. and a dinner allowance from 4 p.m. to 11 p.m. A receipt must be submitted for each required allowance or reimbursement.

### **ARTICLE 8 HOLIDAYS**

#### **Section 8.1 Holidays Declared**

- 8.1.1 Each of the days listed below is declared to be a holiday:

- (1) New Year's Day (January 1),
- (2) Martin Luther King, Jr. Day (third Monday in January)
- (3) Lincoln's Birthday (February 12),
- (4) Washington's Birthday (February 22),
- (5) Memorial Day (last Monday in May),
- (6) Independence Day (July 4),
- (7) Labor Day (first Monday in September),
- (8) Columbus Day (second Monday in October),
- (9) Veteran's Day (November 11),
- (10) Election Day (first Tuesday after the first Monday in November),
- (11) Thanksgiving Day,
- (12) Day before Christmas Day,

- (13) Christmas Day (December 25),
- (14) Day before New Year's Day (December 31).

8.1.2 Each of the days listed below is declared to be a half-holiday:

- (1) Day before New Year's (December 31),
- (2) Day before Christmas (December 24).

8.1.3 Any other day may be declared to be a holiday by the Mayor with the approval of the Common Council. Holidays so declared may be taken as time off pursuant to paragraph 8.2.2 of this Agreement but are not eligible for pay pursuant to paragraph 8.2.3 of this Agreement regardless of whether or not time off is taken. No holiday granted pursuant to a collective negotiations agreement between the Employer and an employee organization representing any other negotiating unit shall be construed to be a holiday "declared" pursuant to this paragraph 8.1.3.

8.1.4 On Easter Day, Thanksgiving Day, Christmas Day and New Year's Day, there shall be no inspection or field training.

### **Section 8.2 Holiday Compensation**

8.2.1 In so far as the needs of the Fire Department, as determined by the Fire Chief, may permit, employees shall be granted the day off without loss of pay on a holiday.

8.2.2 An employee who is required to work on a holiday may be granted another day off in lieu of the holiday. An employee who is on a normal day off on a holiday may be granted an additional day off in lieu of the holiday. An employee may apply in writing to the Fire Chief for such a day off on the form provided in Appendix B not less than five (5) working days prior to the requested day off, unless the time limit is waived by the Fire Chief or the officer-in-Charge of the platoon. Requests for days off cannot be made more than thirty (30) days in advance except by special permission of the Officer-in-Charge of the platoon. If the needs of the Fire Department, as determined by the Fire Chief, permit, the day off will be granted. If the requests of less than all of those employees in a given rank who requested the same day off can be so granted, the following rules will apply:

- (1) the needs of the Fire Department shall be given primary consideration.
- (2) thereafter, the employee who first requested the day off shall be granted the day off and
- (3) if two or more employees I requests were submitted on the same day, the more senior employee will be granted the day off.

8.2.3 On the first pay day in November of each year, employees shall be paid one day's pay for each holiday which has occurred since the first pay day in November of the preceding calendar year, less any holiday for which the employee has received a day off during that period. This payment shall be made in one check separate from the employee's regular payroll check.

8.2.4 If an employee is absent on:

- (1) his last scheduled work day before a holiday,
- (2) his first scheduled work day after a holiday,
- (3) his last scheduled work day before a day off granted in lieu of a holiday,
- (4) his first scheduled work day after a day off granted in lieu of a holiday, or
- (5) on a holiday when he was scheduled to work;

the employee's absence on any such day shall be charged as a day off, within the meaning of paragraph 8.2.3 of this Agreement, unless his absence was excused in advance by the Fire Chief or was part of his vacation, injury leave or a paid leave of absence. An employee will qualify for holiday compensation under subparts three and four of this paragraph if he is absent on his last scheduled work day before a day off granted in lieu of a holiday or his first scheduled work day after a day off granted in lieu of a holiday provided the employee applies for and receives paid sick leave in accordance with Article 10 for the day he is absent.

8.2.5 In an employee's last calendar year (January 1 through December 31) of employment before retiring under paragraph 12.3.1, the employee may forego holiday compensation as provided for under this Agreement and instead have his annual salary rate increased by such compensation during the last year of employment. In order to qualify for this option, the employee must declare his intention to retire and select this option in writing before the calendar year during which he will retire. If an employee after submitting his written choice for this option decides not to retire, the employee will then receive any remaining holiday compensation in accordance with Sections 8.1 and 8.2 and will thereafter be ineligible to select this option again during the remainder of the employee's employment with the employer.

### **Section 8.3 Days Only Personnel**

8.3.1 This Section 8.3 applies to personnel scheduled on a regular basis for days only rather than for shift work. Sections 8.1 and 8.2 apply to days only personnel only to the extent expressly stated in this Section 8.3.

8.3.2 Days only personnel shall take the following days off as a holiday or, at their option, may be compensated therefor pursuant to paragraph 8.2.3 of this Agreement:

- (1) New Year's Day (January 1),
- (2) Martin Luther King, Jr. Day (third Monday in January),
- (3) Lincoln's Birthday (February 12),
- (4) Washington's Birthday (February 22),
- (5) Memorial Day (last Monday in May),
- (6) Independence Day (July 4),
- (7) Labor Day (first Monday in September),
- (8) Columbus Day (second Monday in October),
- (9) Veteran's Day (November 11),
- (10) Election Day (first Tuesday after the first Monday in November),
- (11) Thanksgiving Day,
- (12) Christmas Day (December 25),
- (13) Day before Christmas (December 24)
- (14) Day before New Year's Day (December 31).

Paragraph 8.2.4 applies to the above holidays for days only personnel.

## **ARTICLE 9 VACATIONS**

### **Section 9.1 Definitions**

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

- (1) "Vacation year" means the calendar year.
- (2) "Vacation day" means a calendar day, regardless of whether the employee otherwise would have worked or been on a day off on such a day.
- (3) "Long Sunday" means a period of 24 hours on a Sunday.

**Section 9.2 Vacation Allowed**

9.2.1 Subject to the provisions of the Laws of 1957, Chapter 413 (Unconsolidated Laws, Section 1012), an employee is entitled to the amount of vacation with pay listed below if, as of his anniversary date, he had the number of years of service with the Olean Fire Department shown below:

**Employees Assigned to Days Only:**

<b><u>YEARS OF SERVICE</u></b>	<b><u>AMOUNT OF VACATION</u></b>
1 year, but less than 5 years	2 weeks
5 years, but less than 11 years	3 weeks
11 years, but less than 12 years	3 weeks and 1 day
12 years, but less than 13 years	3 weeks and 2 days
13 years, but less than 25 years	4 weeks
25 years and over	5 weeks

**All other Employees:**

<b><u>YEARS OF SERVICE</u></b>	<b><u>AMOUNT OF VACATION</u></b>
1 year, but less than 5 years	2 weeks and 1 long Sunday
5 years, but less than 12 years	3 weeks and 2 long Sundays
12 years, but less than 25 years	4 weeks and 2 long Sundays
25 years and over	5 weeks and 2 long Sundays

In indicating his desires on the blank vacation calendar pursuant to paragraph 9.3.1 of this Agreement, the employee shall make his choice of vacation long Sunday clear.

9.2.2 Vacations must not be accumulated from vacation year to vacation year. An employee entitled to a vacation must take his vacation during the vacation year or forfeit it. However if an employee was unable to take any or all of the vacation to which he was entitled because, in the judgment of the Fire Chief, the needs of the Fire Department were such that the employee could not be permitted time off for vacation, the employee shall be paid at one and one-half times his hourly rate for such unused vacation not later than the first pay day after the end of the vacation year, except for vacations canceled because of an emergency as provided in Unconsolidated Laws, Section 1012.

9.2.3 If an employee is terminated before he has received all of the vacation pay to which he is entitled during the vacation year in which he is terminated, he shall at the time of his termination, or not later than the first pay day thereafter, be paid the amount of vacation pay still owing to him. Such payment shall include: (1) payment for vacation days earned in the preceding vacation year but not yet taken in the current vacation year and (2) one-twelfth of the vacation allowed for the current vacation year for each full month between

January first of the current year and the date of termination. In applying (2) of the immediately preceding sentence, the amount of vacation shall be determined by the previous year's anniversary if the termination date is before the employee's anniversary date or by the current year's anniversary if the termination date is on or after the employee's anniversary date.

### **Section 9.3 Vacation Schedules**

- 9.3.1 Not later than December 1 of each year, the Employer shall post a list showing the amount of vacation to which each employee will be entitled as of his anniversary date in the vacation year beginning on the following January 1. The Employer shall also post a blank vacation calendar for the succeeding vacation year. Not later than December 15 each employee shall indicate on the vacation calendar the period or periods during which he desires to take his vacation. No employee may select a vacation period of less than seven consecutive calendar days and during the first round of vacation selection, an employee who selects vacation during one of his long Sunday weeks and selects 4 consecutive vacation days to include the long Sunday, will receive preference for that vacation week.
- 9.3.2 Insofar as the needs of the Fire Department, as determined by the Fire Chief, permit, an employee may select the vacation period or periods he most prefers. Except as explained in the next sentence, if two or more employees indicate on the vacation calendar that they desire the same vacation period, and the needs of the Fire Department, as determined by the Fire Chief, do not permit all of them to be on vacation at the same time, the preference shall be given first to the ranking employee and then to the more senior employee except that with respect to a week in which an employee has chosen a full week and another employee has chosen an individual "long Sunday" as a vacation day, the preference will be given to the employee who has chosen a full week. The Chief will also allow 2 employees from the same platoon to be on vacation during the same week for a maximum of 13 weeks per year, but 2 officers from the same platoon may not be on vacation at the same time during the entire calendar year.
- 9.3.3 Not later than January 1, the Fire Chief shall post the vacation schedule for the succeeding vacation year. In preparing the vacation schedule, the Fire Chief must observe the requirements of paragraphs 9.3.1 and 9.3.2 of this Agreement.
- 9.3.4 After the vacation schedule has been posted, any employee may change his vacation to a different period if he meets the following requirements:
- (1) The Officer-in-Charge of the employee's platoon, with the approval of the Fire Chief, consents to the change,

- (2) Either the new vacation period is open or the employee who is scheduled for that vacation period consents to the change, and
- (3) The employee has given at least five (5) working days notice to the Fire Chief that he desires to change his vacation period.

9.3.5 After the vacation schedule has been posted, the Fire Chief may cancel an employee's scheduled vacation period or may change an employee's scheduled vacation to a different period, if the needs of the Fire Department, as determined by the Fire Chief, demand the assignment of personnel with specific skills or rank and, therefore, require such a cancellation or change. If the Fire Chief elects to change an employee's vacation period pursuant to this paragraph, the employee shall have the option of either accepting the new vacation period or of foregoing his vacation and accepting pay in lieu thereof pursuant to paragraph 9.2.2 of this Agreement.

9.3.6 If the platoon to which an employee is assigned does not work a long Sunday when the employee is on vacation, the employee may take his long Sunday as a day off at some other time during the vacation year when his platoon is scheduled to work a long Sunday, or he may take two other days off provided that the needs of the Fire Department, as determined by the Fire Chief, permit the employee to be off on the long Sunday or days off which he selects.

## **ARTICLE 10 SICK LEAVE**

### **Section 10.1 Purpose of Sick Leave**

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

10.1.2 Sick leave with pay shall be granted for absence resulting from attendance at workmen's compensation hearings.

10.1.3 Sick leave with pay shall be granted for absence resulting from an employee's having been isolated or quarantined as a result of exposure to a communicable disease even though the employee has not himself contracted the disease; however, if the isolation or quarantine is the direct result of an on-duty experience, the absence will not be charged against the employee's available sick leave.

### **Section 10.2 Sick Leave Credits**

- 10.2.1 For each month of service for the Employer, an employee shall be credited with one and one-quarter (1 ¼) days of sick leave credit. For purposes of this paragraph, a "Month of service" is a month in which an employee has been employed by the Employer for at least one full pay period.
- 10.2.2 Sick leave credits may be accumulated up to a Maximum of 200 days. Such accumulation shall include sick leave credits accumulated by an employee prior to the effective date of this Agreement.
- 10.2.3 Upon the termination of an employee for any reason, his sick leave credits must be canceled, except as provided in paragraph 12.4.1 of this Agreement.
- 10.2.4 For each working day an employee is absent for illness or injury, one sick leave day will be charged except that two days will be charged for such an absence on a long Sunday.

### **Section 10.3 Qualifications for-Sick Leave**

- 10.3.1 To be granted sick leave with pay, an employee must meet each of the qualifications set forth in this Section 10.3.
- 10.3.2 An employee must apply for sick leave pay on the "Sick Leave Application" form set forth in Appendix C of this Agreement before the Fire Chief is required to submit payroll information for the period which includes the absence or for an absence occurring on the last Saturday or Sunday in a payroll period, on or before 12:00 noon on the Tuesday immediately following such Saturday or Sunday absence. All information required by the form must be accurately supplied by the employee. If, by reason of his illness or injury, an employee is unable to submit the form, it may be submitted by:
- (1) the employee's spouse, parent, or an adult resident in the employee's home; or
  - (2) an officer or employee of the Employer (designated by the Employer for this purpose) based on information supplied by the employee's attending physician.

The Employer shall furnish the forms which shall be filled out in triplicate. One copy shall be submitted to the employee's Officer-in-Charge and one copy to the Fire Chief. The employee shall retain the third copy.

10.3.3 An employee must have given notice of his absence because of sickness to the highest ranking officer on duty and available or to the dispatcher if no officer on duty is available prior to the employee's regular starting time on the first day of absence for which sick leave pay is requested, or the employee must have had someone give such notice for him if it is not reasonably practical for him to give such notice; provided, however, that the foregoing notice requirement shall be waived if an emergency prevents the giving of notice.

10.3.4 An employee must have furnished a medical certificate for an absence which exceeds two consecutive working days. With respect to an absence of one working day or two, the employee shall be examined by a physician designated and paid by the Employer if the Fire Chief so requires. In cases of absence which exceed two consecutive weeks, an employee must furnish an additional certificate covering each two week period (or portion thereof) beyond the first two weeks. However, if a medical certificate sets forth an anticipated period of absence, no additional certificate need be furnished until that period expires or until the employee returns to work, whichever occurs first.

10.3.5 To meet the requirements of paragraph 10.3.5, a medical certificate must:

- (1) be signed by a person licensed to practice medicine,
- (2) describe briefly the nature of the disease or injury which resulted in the employee's absence,
- (3) state the date or dates on which the person signing the certificate treated the employee for the disease or injury which resulted in the employee's absence, and
- (4) state that the employee is fit to resume the duties of his position.

#### **Section 10.4 Disqualification for Sick Leave**

10.4.1 Repeated sick leave absence or other absence from work, which has not been properly accounted for by a medical certificate or which has not been excused in advance by the Employer, may result in the following:

- (1) first offense: loss of pay for the days not so accounted for;
- (2) second offense: loss of sick leave days at the rate of two days for each day not so accounted for;
- (3) third offense:
  - a. loss of vacation time for one year or loss of one-third of accumulated sick leave days, whichever is the greater; or

- b. termination of employment subject to the provisions of the Civil Service Law.

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

- (1) shall be disqualified for sick leave pay regardless of the number of days credited to him, and
- (2) shall be discharged, subject to the provisions of the Civil Service Law.

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

- (1) shall be disqualified for sick leave regardless of the number of sick days credited to him, or
- (2) he may be discharged subject to the provisions of the Civil Service Law, or
- (3) he may be disciplined.

## **ARTICLE 11 LEAVES OF ABSENCE**

### **Section 11.1 Leaves of Absence With Pay**

11.1.1 The Employer will grant leave of absence without loss of pay to the Union President, Union Vice President, Union Treasurer, or Union Secretary, or Union Stewards to attend local, state or inter-state conferences or conventions sponsored by organizations with which the Union is affiliated, provided:

- (a) no more than two employees are on leave for this purpose at the same time and no more than one employee from a platoon is on leave for this purpose at one time;
- (b) not later than ten (10) days (unless waived by the Fire Chief) in advance of the first day of the requested leave, the Union has given official notice of the name of the employee so designated, the beginning and ending dates of the requested leave, and the specific purpose of the requested leave; and
- (c) not more than a total of twenty (20) days of leave (whether granted to one employee or more than one employee) for this purpose will be granted during any year of this Agreement.

11.1.2 The Employer will grant funeral leave of absence without loss of pay to an employee, provided:

- (a) there is a death in the employee's "immediate family" (i.e., employee's spouse, child, parent, sister, brother, father-in-law, mother-in-law, grandparents, or a relative resident in the employee's home) in which case a leave not exceeding three (3) working days shall be granted, but only the employee's regularly scheduled working days which are within two calendar days of the funeral will be granted as leave with pay.
- (b) the employee's brother-in-law, sister-in-law, or blood relative (other than a relative described in subparagraph (a) above) dies in which case a leave of one day will be granted on the day of the relative's funeral if the employee is regularly scheduled to work on that day.
- (c) the employee attends the funeral.
- (d) If the Fire Chief so requests, an employee must furnish a copy of an obituary of the deceased whose funeral the employee attended

11.1.3 An employee who serves on a jury will be allowed at the employee's choice to use the employee's Kelly time to maintain his pay during such service. After utilization of Kelly time or if the employee has no Kelly time, the employee may thereafter use any other paid leave time to maintain his pay during such service.

### **Section 11.2 Leaves of Absence Without Pay**

11.2.1 The Fire Chief may grant an employee a leave of absence without pay for compelling personal reasons for not more than one tour of duty. The Fire Chief, with the approval of the Common Council, may grant a leave of absence without pay for compelling personal reasons for up to one month.

11.2.2 An employee on leave of absence for military training shall cooperate with the Fire Chief in requesting that, and taking such other action as will be helpful in ensuring that, such training be scheduled at times which will minimize interference with vacation schedules.

## **ARTICLE 12 BENEFITS**

### **Section 12.1 Uniforms and Equipment**

12.1.1 The Employer shall provide such items of safety clothing and equipment as have been approved by the Health and Safety Committee and the Common Council pursuant to paragraph 2.6.2 of this Agreement.

- 12.1.2 The Employer shall provide all required uniform items to each new employee appointed to the rank of Firefighter. The Employer shall provide all required additional uniform items to each employee newly appointed to a higher rank in the negotiating unit. Effective June 1, 1975 and thereafter, if the Employer requires any new uniform item not requested by the employees or the Union, the Employer shall furnish such item to the employees.
- 12.1.3 All employees in the Fire Department shall be credited with the sum of \$350.00 (non-accumulative) to be used as necessary for the replacement of required or optional uniform items. An employee who needs to replace a required item shall request a purchase order for presentation to the vendor and the amount thereof shall be charged against the employee's \$350.00 uniform credit. All purchases made under this paragraph must be from a vendor approved by the Fire Chief.

### **Section 12.2 Insurance**

- 12.2.1 The Employer will provide for each employee single, double, or family coverage (whichever the employee is eligible for and selects) under (1) Community Blue Original (HMO-202) with contraceptives and rider providing dependent coverage to age 19 or 25 for students and Extended Medical Care Rider; or (2) Community Blue Advantage (HMO-202+) with contraceptives and rider providing dependent coverage to age 19 or 25 for students and Extended Medical Care Rider. For the plan(s) specified in the preceding sentence, the Employer may substitute or add plan(s) which as a whole are at least as beneficial to the employees as the present plan(s). If a type of medical coverage specified in this contract, including any rider or co-payment, is no longer made available to the Employer by the health insurance plan, the Employer will provide those specified coverages that are still available from the carrier, if any, and will provide the level of coverage that is available from the plan that is closest to the level of specified coverage no longer available.
- 12.2.2 If an employee elects not to take any of the health insurance options provided for in paragraph 12.2.1, he shall receive a payment equal to 65% of the premium for the least expensive coverage under 12.2.1 for the period the employee elected not to take any of the health insurance options provided for in paragraph 12.2.1. By the second pay period in December of each calendar year of this Agreement, the employer will determine the amount of any such payment to an employee for the period during that year when the employee elected not to take any of the health insurance options provided for in paragraph 12.2.1 and will make that payment by separate check by the second payroll period in the following January. If an employee elects not to take any of the health insurance options provided for in paragraph 12.2.1, he may thereafter be allowed to elect one of the options in accordance with this Agreement and the rules or policies of the carrier offering the option he selects. The City's obligation to an employee who is eligible for health insurance under this contract and married to another City employee who is eligible for health insurance from the City will be to offer one health insurance

policy for both such employee and spouse or one waiver payment to such employee and spouse.

- 12.2.3 The Employer's contribution to the cost of medical insurance selected under 12.2.1 will equal 100% of the premium for an employee appointed on or before 6/1/1996. The Employer's contribution for an employee appointed on or after 6/2/1996, but before 6/1/2003 will be 100% of the premium if the employee selects the least expensive coverage under 12.2.1. If an employee appointed on or after June 2, 1996, but before 6/1/2003, selects coverage other than the least expensive coverage available under 12.2.1, the employee will pay, by payroll deduction, the difference between the coverage selected and the least expensive coverage available under 12.2.1. The Employer's contribution for an employee appointed, or laterally appointed from another fire department, on or after 6/1/2003 will be 90% of the least expensive coverage available under 12.2.1 and the employee will pay the remaining balance for the coverage selected by the employee through payroll deduction.
- 12.2.4 On or before the 60th working day after the successor to the Olean Professional Fire Fighters Association 1994-1996 Agreement is executed by all parties, the Employer will institute any plans necessary under the I.R.S. Code for payment of uninsured or unreimbursed medical, dental, vision, dependent child care expenses or other expenses as the employee and the union may mutually agree upon. Such plan or plans will not allow employees to "roll-over" unused money to the next plan year and such money will inure to the Employer for offset of administrative costs. Within 60 days after the successor to the 1999 - 2003 contract is executed by all parties, the Employer will establish a Section 105(h) Medical Savings Plan and contribute \$250.00 per year per employee. Any amount unused at the end of the fiscal year will be carried to the next year for each employee. An employee who leaves City employment will not receive MSA payments, but will be allowed to utilize any amounts remaining in the employee's account for any purpose allowed by the Plan for a period of ten (10) years or until the amounts are depleted, whichever occurs first.
- 12.2.5 The parties agree, effective June 1, 2003, that if an employee pays more than one co-pay for a 90-day supply of a physician or pharmacist certified maintenance prescription drug, the City will reimburse the employee the amount the employee paid in excess of what the employee would have paid for one co-pay on a 90-day supply for a maintenance prescription drug. To receive such reimbursement, the employee must submit to the City Auditor's office a receipt showing the amount the employee paid for a 90-day supply. The reimbursement will be made no more than once to an employee every fiscal year quarter (3/1, 6/1, 9/1, 12/1). The City's reimbursement will not come from the employee's MSA.

### **Section 12.3 Retirement**

12.3.1 Pursuant to the below-cited provisions of the Retirement and Social Security Law, the Employer shall make available to and pay for one of the following pension plans for each employee:

- (a) Section 384 plan, or
- (b) Section 375-c plan, or
- (c) Section 375-g plan, or
- (d) Effective as soon after June 1, 1975 as the applicable rules and regulations permit, Section 375-1 plan, or
- (e) Effective as soon after June 1, 1979 as the applicable rules and regulations permit, Section 384-d plan.

The Employer shall also continue to provide and pay for additional pension coverages in accordance with the provisions of Section 302-d and Section 360-b of the said Law.

### **Section 12.4 Miscellaneous**

When an employee was hired on or before May 31, 1977 retires, he shall be paid one day's pay for each full day of unused sick leave credits which he then has accumulated. When an employee who was hired on or before May 31, 1977 dies prior to retirement, his estate shall be paid one day's pay for each full day of unused sick leave credits which the employee had accumulated as of the day of his death. For purposes of this paragraph 12.4.1, "one day's pay" means the employee's annual salary rate (at the time specified below) divided by 260:

- (1) for a credit earned (as provided in paragraph 10.2.1 of this Agreement) prior to June 1, 1977, the employee's annual salary rate as of May 31, 1977 shall be used.
- (2) for a credit earned (as provided in paragraph 10.2.1 of this Agreement) after May 31, 1977, the employee's annual salary rate as of the month for which the credit was earned shall be used.

For purposes of this paragraph 12.4.1 only, an employee who has accumulated the maximum of 180 credits and who thereafter qualifies for additional credits pursuant to paragraph 10.2.1 of this Agreement shall be considered to have added those credits to his accumulation and an equal number of credits shall be deducted from the earliest ones credited to his accumulation, but in no case shall an employee be allowed to have more than 180 credits accumulated. (Example: An employee has 180 credits accumulated as of

5/3/77. At the end of June 1977 he qualifies for an additional credit. That credit will be added to his accumulation and one of his pre-6/1/77 credits will be deducted.)

12.4.2 Notwithstanding any other provision of this Agreement apparently or actually to the contrary, an employee who goes on leave after May 31, 1977 and has been paid his salary or wages pursuant to Section 207-a of the General Municipal Law (or any successor thereto) for at least one year and who is continuing to be paid pursuant to that Law shall not be entitled after the end of that year to any other compensation or benefit from the Employer except health insurance and pension benefits pursuant to paragraphs 12.2.1 and 12.3.1 respectively of this Agreement. Nevertheless, when such an employee returns to active work for the Employer, he shall be treated as though he had continued to accumulate sick leave credits during his leave up to, but not exceeding the applicable maximum permitted by Section 10.2 of this Agreement. As used in this paragraph 12.4.2, "salary or wages" includes only annual salary and longevity pay pursuant to paragraphs 7.1.1 and 7.3.1 respectively of this Agreement.

12.4.3 The Employer will institute a plan under Section 125 of the Internal Revenue Code.

## **ARTICLE 13 MISCELLANEOUS**

### **Section 13.1 Continuation of Present Practices**

13.1.1 In accordance with present practice, the Employer shall continue to:

- (1) supply bunks, blankets and pillows for employees on the night staff.
- (2) supply:
  - a. sheet and pillow cases at each platoon change,
  - b. one bath towel for each employee,
  - c. dish towels
  - d. commercial washer and dryer (employees will wash turnout gear, soiled uniforms, bedding, towels)
  - e. laundry soap and bleach
- (3) provide at each fire house:
  - a. one refrigerator,
  - b. one kitchen range,
  - c. kitchen furniture,

- d. toilet and shower facilities.
- (4) provide a clothes locker with lock and key for each employee.
- (5) provide soap (including disinfectant soap for the ambulance crews), paper cups, paper towels and toilet paper.
- (6) provide one copy of the Fire Protection Association magazine each month at each fire house.

13.1.2 In accordance with present practice, the employees shall continue to:

- (1) provide at each fire house:
  - a. television sets,
  - b. radios,
  - c. recreational equipment.
- (2) provide dishes and cooking utensils.
- (3) provide at Central Fire Station and Fire Station No. 1 a vending machine.

### **Section 13.2 Community Events**

13.2.1 The Union and the Employer will cooperate with each other in the sponsorship of public service projects and each party will inform the other in advance of the public announcement of any such event. The Union shall not sponsor a public service project without first conferring with the Fire Chief.

13.2.2 No employee shall wear the department uniform or any part thereof while off duty, nor wear or display the department insignia on any off-duty occasion, except with the express permission of the Fire Chief.

### **Section 13.3 Other**

13.3.1 No employee shall be required or compelled to take a polygraph test, but this shall not preclude an employee from volunteering to do so.

13.3.2 The Common Council shall approve assignments by the Fire Chief for up to 16 employees to receive fire training at sites approved by the Fire Chief.

13.3.3 An employee who intends to retire or apply for Section 207-A benefits shall give at least 30 days notice thereof to the Fire Chief.

13.3.4 Before completing his probationary period an employee shall complete his Emergency Medical Technician training but if a training course is not available during his probationary period, the employee shall complete it as soon after the end of his probationary period as such a course is made available to him. Every employee who has completed Emergency Medical Technician training shall maintain his certification as an Emergency Medical Technician as a condition of continued employment. Basic emergency medical technician refresher training shall be provided during duty hours and if not, the employer will pay each employee attending such basic emergency medical technician refresher training at straight time for a maximum of 18 hours of such training provided the employee submits written proof from the training instructor that the employee attended training for the hours of pay requested.

SUBSCRIPTION

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have subscribed their names on \_\_\_\_\_, 2004.

FOR THE CITY OF OLEAN

---

WILLIAM T. QUINLAN, MAYOR

**FOR LOCAL 1796, OLEAN PROFESSIONAL FIRE  
FIGHTERS ASSOCIATION, AFL-CIO, I.A.F.F.**

---

PRESIDENT

APPENDIX A  
**GRIEVANCE FORM**

To: Fire Chief, Fire Department, City of Olean

(1) Who is grieving? \_\_\_\_\_

(2) What the Employer did or failed to do that the grievant(s) object to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Paragraph(s) of the Agreement the foregoing act or failure to act violated: \_  
\_\_\_\_\_  
\_\_\_\_\_

(4) Action the grievant(s) believes the Employer should take to remedy the foregoing situation:

Grievant's signature \_\_\_\_\_

Steward's signature \_\_\_\_\_

Date \_\_\_\_\_

\* If there is more than one grievant, each must sign on the back of this form.

APPENDIX A (reverse side)

**STEP 1** (to be used only if grievance is submitted in writing at this Step)

The Union \_\_\_\_\_ approves \_\_\_\_\_ does not approve of submitting this grievance.

Steward's signature \_\_\_\_\_

Date submitted \_\_\_\_\_

Fire Chief's Answer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fire Chief's Signature \_\_\_\_\_

This answer is \_\_\_\_\_ satisfactory. \_\_\_\_\_ not satisfactory.

**STEP 2**

Date submitted \_\_\_\_\_ Step 2 Meeting Date \_\_\_\_\_

Date answered \_\_\_\_\_

City's answer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed for the City by \_\_\_\_\_

The answer is \_\_\_\_\_ satisfactory. \_\_\_\_\_ not satisfactory.

Submitted to arbitration on \_\_\_\_\_

Signed for the Union by \_\_\_\_\_

APPENDIX B

**REQUEST FOR DAY OFF IN LIEU OF HOLIDAY**

1. Employee's:  
Name \_\_\_\_\_  
Rank \_\_\_\_\_  
Platoon \_\_\_\_\_
2. Day off requested: \_\_\_\_\_  
Day of week: \_\_\_\_\_  
Date \_\_\_\_\_
3. This day is requested in lieu of holiday \_\_\_\_\_
4. Special reason, if any, for requesting the above day off: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's signature \_\_\_\_\_

Received by Fire Chief's office on: \_\_\_\_\_

APPENDIX C

**SICK LEAVE APPLICATION**

1. Employee's name: \_\_\_\_\_

Employee's Department: \_\_\_\_\_

2. List days of absence: \_\_\_\_\_

3. Briefly describe nature of illness: \_\_\_\_\_

\_\_\_\_\_

4. Is medical certificate attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Signature of person who filled out this application: \_\_\_\_\_

Check one: \_\_\_\_\_ employee

\_\_\_\_\_ employee's spouse, parent or resident adult

\_\_\_\_\_ authorized City officer or employee

Date application submitted: \_\_\_\_\_

APPENDIX D

**RECORD OF SHIFT SUBSTITUTION**

1. The following employee is scheduled to work on day \_\_\_\_\_

Date \_\_\_\_\_ Shift hours from \_\_\_\_\_ to \_\_\_\_\_

Name \_\_\_\_\_ Rank \_\_\_\_\_ Platoon \_\_\_\_\_

He requests that the following employee substitute for him on the above specified shift:

Name \_\_\_\_\_ Rank \_\_\_\_\_ Platoon \_\_\_\_\_

2. The signature of the requesting employee below signifies that:

- (a) this request is made voluntarily,
- (b) this request is made because of his desire or need to attend to personal matters and not because of the City's operations, and
- (c) he will pay back the time traded before the end of the calendar year.

3. The signature of the substituting employee below signifies that:

- (a) he voluntarily agrees to the substitution, and
- (b) he agrees that if the time traded is not paid back before the end of the calendar year he will have no further claim to such time.

Requesting Employee's signature \_\_\_\_\_

Date and time signed \_\_\_\_\_

Substituting Employee's signature \_\_\_\_\_

Date and time signed \_\_\_\_\_

This request is approved by the Officer-in-Charge of the requesting employee's platoon.

Officer's signature \_\_\_\_\_ Date and time signed \_\_\_\_\_

This request is approved by the Officer-in-Charge of the substituting employee's platoon.

Officer's signature \_\_\_\_\_ Date and time signed \_\_\_\_\_

APPENDIX E

**REQUEST FOR KELLY DAY**

1. Employee's Name \_\_\_\_\_  
Rank \_\_\_\_\_ Platoon \_\_\_\_\_ Fire House \_\_\_\_\_
2. Kelly Day requested: \_\_\_\_\_  
Day of week \_\_\_\_\_ Shift \_\_\_\_\_
3. Check here if requested day is a long Sunday in acknowledgment that, if granted, this request will count as one Kelly Day and one Kelly Night.  
Employee's signature \_\_\_\_\_ Date \_\_\_\_\_

.....

1. Received by Officer-in-Charge \_\_\_\_\_ Date \_\_\_\_\_
2. Officer-in-Charge (cross out one) \_\_\_\_\_ granted \_\_\_\_\_ denied request, subject to disapproval of Fire Chief, on date \_\_\_\_\_
3. If applicable, Fire Chief disapproved request on date \_\_\_\_\_
4. If applicable, Kelly Day was cancelled because of unscheduled absence of another employee on \_\_\_\_\_  
Date \_\_\_\_\_
5. Kelly Day was in fact taken on \_\_\_\_\_ Date \_\_\_\_\_

## SALARY SCHEDULE

<u>2003 - 2004</u>	<u>EMT</u>	<u>A-EMT</u>	<u>CRITICAL CARE</u>	<u>PARAMEDIC</u>
CAPTAIN	50,750.32	52,060.32	53,370.32	54,680.32
LIEUTENANT	46,923.46	48,233.46	49,543.46	50,853.46
FF-MECHANIC	46,923.46	48,233.46	49,543.46	50,853.46
4 <sup>TH</sup> STEP FF	43,720.49	45,030.49	46,340.49	47,650.49
3 <sup>RD</sup> STEP FF	31,317.01	32,627.01	33,937.01	35,247.01
2 <sup>ND</sup> STEP FF	30,271.86	31,581.86	32,891.86	34,201.86
1 <sup>ST</sup> STEP FF	29,236.36	30,546.36	31,856.36	33,166.36

<u>2004 - 2005</u>	<u>EMT</u>	<u>A-EMT</u>	<u>CRITICAL CARE</u>	<u>PARAMEDIC</u>
CAPTAIN	52,272.83	53,622.13	54,971.43	56,320.73
LIEUTENANT	48,331.16	49,680.46	51,026.76	52,339.76
FF-MECHANIC	48,331.16	49,680.46	51,029.76	52,339.76
4 <sup>TH</sup> STEP FF	45,032.10	46,381.40	47,730.70	49,040.70
3 <sup>RD</sup> STEP FF	32,256.52	33,605.82	34,955.12	36,265.12
2 <sup>ND</sup> STEP FF	31,180.02	32,529.32	33,878.62	35,188.62
1 <sup>ST</sup> STEP FF	30,113.45	31,462.75	32,812.05	34,122.05

<u>2005 - 2006</u>	<u>EMT</u>	<u>A-EMT</u>	<u>CRITICAL CARE</u>	<u>PARAMEDIC</u>
CAPTAIN	54,102.38	55,498.90	56,895.43	58,291.96
LIEUTENANT	50,022.75	51,419.28	52,815.81	54,171.66
FF-MECHANIC	50,022.75	51,419.28	52,815.81	54,171.66
4 <sup>TH</sup> STEP FF	46,608.23	48,004.75	49,401.28	50,757.13
3 <sup>RD</sup> STEP FF	33,385.50	34,782.02	36,178.55	37,534.40
2 <sup>ND</sup> STEP FF	32,271.32	33,667.84	35,064.37	36,420.22
1 <sup>ST</sup> STEP FF	31,167.42	32,563.95	33,960.47	35,316.32

<u>2006 - 2007</u>	<u>EMT</u>	<u>A-EMT</u>	<u>CRITICAL CARE</u>	<u>PARAMEDIC</u>
CAPTAIN	55,995.96	57,441.37	58,886.77	60,332.17
LIEUTENANT	51,773.55	53,218.95	54,664.36	56,067.66
FF-MECHANIC	51,773.55	53,218.95	54,664.36	56,067.66
4 <sup>TH</sup> STEP FF	48,239.52	49,684.92	51,130.32	52,533.63
3 <sup>RD</sup> STEP FF	34,553.99	35,999.39	37,444.80	38,848.10
2 <sup>ND</sup> STEP FF	33,400.81	34,846.22	36,291.62	37,694.92
1 <sup>ST</sup> STEP FF	32,258.28	33,703.69	35,149.09	36,552.39



MEMORANDUM OF UNDERSTANDING

The employer makes no representations to the employees regarding whether the converted compensation under paragraph 8.2.5 will qualify for inclusion into the employee's average salary calculation for retirement benefits and the employee and the Union hereby release the Employer from any liability if such inclusion is not permitted.

**FOR THE CITY**

**FOR THE UNION**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**PRESIDENT**

**DATED** \_\_\_\_\_

**DATED** \_\_\_\_\_

APPENDIX F  
CIVILIAN DISPATCH AGREEMENT

The City of Olean (the “City”) and Local No. 1796 Olean Professional Firefighters Association (the “Union”) are parties to a Collective Bargaining Agreement which applies to a bargaining unit which includes “all firefighters, firefighter mechanics, municipal training officer, fire lieutenants and fire captains: and excludes the “fire chief, the assistant chief, and all other employees of the City of Olean.” The City’s fire dispatch service has previously been performed by employees in this bargaining unit, but the City has decided to utilize the services of civilian dispatcher to perform all dispatch functions for the City.

To avoid the expense and delay of resolving any objections from the Union regarding the utilization of civilian dispatches, the City and the Union have agreed to the following:

1. The City will make any changes to the job descriptions for the job clarifications included in the bargaining unit which may be necessary to include in such job descriptions all duties related to the City’s ambulance service which the employees in the bargaining unit currently perform including, but not limited to, transport, BLS and ALS services.
2. Paragraph 2.1.1 of the collective Bargaining Agreement provides that the City has the right “to subcontract work other than actual firefighting work.” The City and the Union hereby agree that the City’s ambulance services, including, but not limited to transport, BLS and ALS, shall be subject to this subcontracting restriction provided a sufficient

number three (3) ALS personnel per crew of bargaining unit employees, are legally qualified to provide all such services.

The City of Olean will provide the necessary training if the N.Y.S., Medical Control, or WREMS changes the requirements for Personnel to provide ambulance service. This training to be accomplished as per requirements of Current Contract Sec. 7.2.7. To whatever level of training required by NYS, Medical Control, WREMS. The Union will have adequate personnel for the course as soon as the course is provided.

3. Code enforcement duties have previously been assigned to the bargaining unit employees and the City agrees to make all changes to the job descriptions for the job positions included within the bargaining unit which may be necessary. To include in such job descriptions all code enforcement duties currently performed by bargaining unit employees. The City further agrees that it will not subcontract the code enforcement duties currently being performed by members of the bargaining unit provided a sufficient number of bargaining unit employees, two (2) code enforcement officers are legally qualified to perform such duties.

The City of Olean will provide the necessary training should the City, State, or Federal government change codes or requirements for enforcement. The Union will have adequate personnel for the course as soon as the course is provided.

4. The City has previously assigned bargaining unit employees with temporary medical restrictions prohibiting them from performing their full duties to dispatch responsibilities. As a consequence of the utilization of civilian dispatchers, this type of assignment will not be available to bargaining unit employees. Consequently, the City agrees to

establish a light duty assignment program which will facilitate the continuation of an employee's employment during a period of temporary disability. Temporary disability shall not exceed one hundred twenty (120) hours. Such light duty responsibilities will be determined by the Chief in accordance with the qualification and training of a temporarily disabled employee. An employee on light duty assignment will not be counted as part of the minimum manning requirements of the Collective Bargaining Agreement. The chief will determine the number of employees eligible for light duty and the length of time that an employee may remain on light duty.

5. The Agreement will be effective on the day after the Union and the City has executed the Agreement. The agreement is the entire agreement for the elimination of Dispatch and covers sub-contracting of codes and ambulance and the light-duty position. This agreement shall be made part of the 1999-? Agreement and will not be re-negotiated by either party.

**FOR THE CITY**

**FOR THE UNION**

\_\_\_\_\_  
**WILLIAM T. QUINLAN, MAYOR**

**DATED** \_\_\_\_\_

\_\_\_\_\_  
**DATED** \_\_\_\_\_