Tentative Agreement by and between
City of Lockport, New York
and
Lockport Professional Firefighters Association, Inc., IAFF Local 963
June 19, 2017

1. The parties agree that this amends the current Collective Bargaining Agreement ("CBA") for the term of January 1, 2013 through December 31, 2028. All of the terms and conditions of the existing CBA not specifically addressed in this Agreement shall remain in full force and effect.

2. The parties accept the language of Association proposal of April 12, 2017 regarding Building Inspection, and amend Article 18- Fire Prevention- Local 963 agrees to remove from Section 18-1-A the words "but no member of this bargaining unit will be required to perform clerical or computer data duties relative to same as part of this agreement." This language would be replaced with "and will assist the Fire Chief with clerical and computer data duties along with scheduling appointments." This language will go into effect upon ratification and council approval of this tentative agreement.

3. The parties accept the language of Association proposal of April 12, 2017 regarding vacation allowance during major holidays, and amend Article 8 Vacation- Local 963 agrees to remove from Section 8-7 the words "consistent with current practice, during the weeks of, Easter, Independence Day, Thanksgiving and Christmas up to (3) Firefighters and (1) officer or (4) firefighters, by platoon, will be allowed vacation at the same time." This amendment will go into effect January 1, 2018.

4. The parties agree to the adding in of 2 more pay grade steps for new hires hired after July 1, 2017.

   Step 1. $38,000 from start date
   Step 2. $41,000 upon anniversary of hire, completion of one year
   Step 3. $43,000 upon anniversary of hire, completion of two years
   Step 4. $47,000 upon anniversary of hire, completion of three years
   Step 5. $51,000 upon anniversary of hire, completion of four years
   Step 6. $56,000 upon anniversary of hire, completion of five years
   Step 7. $60,000 upon anniversary of hire, completion of six years
   Step 8. $62,264 upon anniversary of hire, completion of seven years

5. Wages:

2013	-	0%
2014	-	0%
2015	-	0%
2016	-	0%
2017	-	4.5% increase to top step only, effective July 1, 2017
2018	-	3.0% applied to all steps, effective January 1, 2018
2019	-	2.0% applied to all steps, effective January 1, 2019
2020	-	2.0% applied to all steps, effective January 1, 2020
2021	-	1.5% applied to all steps, effective January 1, 2021
2022	-	2.0% applied to all steps, effective January 1, 2022
2023	-	1.5% applied to all steps, effective January 1, 2023
2024	-	2.0% applied to all steps, effective January 1, 2024
2025	-	1.5% applied to all steps, effective January 1, 2025
2026	-	2.0% applied to all steps, effective January 1, 2026
2027	-	1.5% applied to all steps, effective January 1, 2027
2028	-	2.0% applied to all steps, effective January 1, 2028

Percentage increases will also be applied to ranked officers.

6. Health Insurance:

All employees hired on or after July 1, 2017, shall contribute, through payroll deduction fifteen percent (15%) towards the applicable health insurance premium throughout their employment. City will endeavor to create a pre-tax program for these employee contributions.

7. Health Insurance in Retirement:

All employees hired on or after July 1, 2017 who retire with at least twenty (20) years of service as an employee for the City shall contribute fifteen percent (15%) towards their retiree health insurance or Medicare Part B Supplemental, and shall be responsible for all Medicare Part B Advantage Plan or Medicare Part B Supplemental co-payments and deductibles.

8. Medicare:

Upon Qualification for Medicare Part B, all retirees and their eligible spouse or eligible dependent must enroll and provide the required Medicare Part B information to the Payroll Office. Any employee hired on or after July 1, 2017, who retires, and their dependent(s), shall be responsible for all Medicare Part B co-payments and/or deductibles without reimbursement by the City.

9. HRA – Effective beginning with the 2018 Health Insurance open enrollment period, the parties agree that the City of Lockport will contribute $250.00 for a single plan and $500.00 for a family plan per year per.

10. Local 963 agree to discontinue, with prejudice, the MTO grievance (G13-005/PERB No. A2013-395/Index No. 15172), with the following stipulations to be added to the parties' agreement pertaining to the MTO position:

    a. The MTO will attend FLIP school.
    b. The MTO will not receive a stipend, and will be placed on the Capt./LT. overtime list.
    c. After 5 years in the MTO position, the MTO will be eligible to take the Capitan's exam.
    d. After 10 years in the MTO position, will be eligible to take the Assistant Chief exam
    e. The MTO is not eligible and will not be promoted to the rank of Chief directly out of the MTO office.

11. The City agrees to review the language of Local 963's October 23, 2016 proposal regarding the procedure for reimbursement under the 799 plan, and to either accept the agreement or submit a written counterproposal to the same by September 1, 2017. In the event the parties cannot reach agreement on the procedure on before December 31, 2017, they mutually agree to submit their respective proposals to Arbitrator Lewandowski pursuant to his retention of jurisdiction in PERB No. A2013-407, A2013-408 and A2013-396.

12. City of Lockport and LPFFA agree, that the City of Lockport will pay $6,000.00, less applicable deductions, to the 33 Local 963 bargaining unit members hired before February 1, 2017. Said $6,000.00 shall be made in two (2) equal installments, the first on August 1, 2017, and the second on July 1, 2018, in complete satisfaction of any and all litigation over the elimination of the LFD ambulance service with the express understanding and agreement that ambulance/transport service will not be returning to the City of Lockport Fire Department unless the City, in its sole discretion, determines to reestablish such service(s). Both parties recognize that the City has an ALS-FR Certificate of Need and Standard Operating Procedure (SOP) promulgated by the Lockport Fire Board of Commissioners in place for the City Fire Department to perform the work under the said SOP.

    Relevant sections of the Collective Bargaining Agreement referencing provision of ambulance/transport service are to be deleted, by mutual agreement.

13. All pending grievance, arbitration and litigation matters, except as specifically set forth below, are withdrawn and/or discontinued with prejudice, upon the date of ratification of this agreement by both parties. The parties agree that the following matters are pending and not withdrawn and/or discontinued pursuant to this agreement:
    a. Minimum manning, 9-7, Supreme Court Index No. 153301, PERB A2014-100

b. Minimum manning, 7-6, Supreme Court Index No. 154569, PERB 2014-354
c. PERB A2014-097 (Truck 9 Out of Service).
NOTE PERTAINING TO 13. b : **all remaining "minimum manning issues will be reevaluated/modified/adjusted to take into account ambulance service/transport"

14. This Agreement is subject to ratification by the members of the Local 963 and approval by the City of Lockport Common Council, and it does not become effective until it is passed by both parties. Both parties agree to support this Agreement for ratification and vote, and the Agreement becomes effective upon the date it has been ratified and approved by both parties. The Agreement is a part of the parties' Collective Bargaining Agreement, and it shall be incorporated therein.

For Local 963:

Samuel Oakes, President — Date 6/19/17

For the City of Lockport:

Scott Schrader — Date 6/19/17

U N I O N A G R E E M E N T

LOCKPORT PROFESSIONAL FIRE FIGHTERS ASSOCIATION
LOCAL 963, A.F. of L. and C.I.O., Lockport, New York
-and-
THE CITY OF LOCKPORT, NEW YORK
January 1, 2008 - December 31, 2012

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AGREEMENT

This Agreement, made this _____ day of_____, 2010, by and between the City of Lockport, New York (hereinafter referred to as the "City") and the Lockport Professional Fire Fighters Association, Local 963, A.F. of L. and C.I.O., Lockport, New York (hereinafter referred to as the "Union").

WITNESSETH:

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

Whereas, the Union consists of all persons employed by the City of Lockport, New York, as members of the Lockport Fire Department, with the exception of the Fire Chief, and

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

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

1. UNIT

The Unit shall consist of all persons employed by the City of Lockport, New York, as members of the Lockport Fire Department, with the exception of the Fire Chief.

2. RECOGNITION

The Union having heretofore been designated and selected by a majority of the employees of the "City" in the unit, as designated herein, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances is hereby recognized as the exclusive representative for the employees of the unit as defined herein for the purpose of collective negotiations with the "City" with regard to terms and conditions of employment and

in respect to the administration of grievances arising under this Agreement within the limitations of the Laws of the State of New York.

3. ASSOCIATION RIGHTS

1. The City agrees that the Union shall be allowed the exclusive right to represent said employees covered by the terms of this Agreement in negotiations and in settlement of grievances.

2. The City agrees to deduct from the paycheck of each employee a sum certified by the Secretary of the Union, which sum shall be equivalent to the amount of union dues. Deductions will be made from the payroll each month and the total dues will be delivered to the Treasurer of the Union.

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

3. The City agrees that the Union shall be accorded the right of unchallenged representation status until seven months prior to the expiration date of this Agreement, being May 31, 2012.

4. City shall grant release time without loss of pay or benefits and without the requirement to make up said loss of time to not more than three (3) members of the Bargaining Unit including the President, to serve as members of the Negotiating Committee. The names of the three (3) members shall be furnished to the City Clerk.

5. The President of the Union or his designee shall be afforded time off which is reasonably required to conduct proper Union business in the City of Lockport subject to the consent of the Chief, which consent will not be unreasonably withheld.

6. The City shall grant release time without loss of pay or benefits and without the requirement to make up said loss of time for the two (2) delegates from the Union to attend the annual New York State Fire Fighters Conference once per year. The Union shall notify the Fire Chief at least two weeks in advance the delegates who shall attend.

7. The City shall grant release time without loss of pay or benefits and without the requirement to make up said loss of time to three (3) elected Union Officials or other designated representatives, up to an aggregate of seventy-two (72) duty hours per year of paid-time off to attend local or district meetings, provided arrangements satisfactory to the Fire Chief are made in advance and no more than two (2) such officers are gone at any one time in any contract year.

8. Any of the three (3) elected Union Officials shall have time off to handle grievances, providing arrangements satisfactory to the Fire Chief are made in advance and provided that no more than one such Union Officer is involved at any one time.

9. The Union may transmit communications authorized by its local or its officers to the City or its representatives, and may post Union notices on the bulletin board.

10. Announcements in addition to the posting of the semi-annual seniority list shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory, political, or inflammatory written material on such bulletin boards. There shall be automatic exchange of copies of all materials posted by either party.

11. All members of the Bargaining Unit shall be required to perform daily routine work in connection with maintaining the Fire Station in which they are stationed. Such work shall not include the kind of work which is normally performed by Union building tradesmen. Further, members of the Bargaining Unit of the Headquarters Company shall not be required to clean exterior windows from the outside on the third floor level.

12. At the discretion of the Fire Chief, work assignments shall be made with seniority being a prime consideration.

13. All new employees of the Lockport Fire Department shall remain probationary for not less than 12 weeks nor more than 78 weeks from their effective starts date, in accordance with the Civil Service Law of the State of New York. Upon satisfactory completion

of the said Probationary Period, the employee shall acquire seniority from the effective start date of employment.

14. The probationary period for promotions in the officer ranks shall be in accordance with the Civil Service Law of the State of New York and the rules and regulations of the Civil Service Commission and Department of Civil Service, as both may be amended from time to time.

15. Departmental seniority shall be fixed in accordance with the Civil Service Law of the State of New York and the rules and regulations of the Civil Service Commission and Department of Civil Service, as both may be amended from time to time.

16. The City agrees to permit representatives of Local 963 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees after obtaining permission from the Fire Chief.

17. The Fire Chief may assign members of the Bargaining Unit only to those tasks directly related to their job description as presently contained in the Lockport Civil Service Commission, including the minor maintenance of equipment at his discretion.

18. The parties hereto mutually agree to abide by the "Rules Governing the Fire Department" as updated and amended from time to time.

19. The City agrees that it will staff all equipment with adequate firefighters to assure that any evolutions the firefighters are called upon to perform can be conducted with enough firefighters to assure the safety of the staff performing the evolution.

The City will maintain sufficient apparatus in service to assure that adequate apparatus is available to provide a basic safety factor toward the potential fire situation in a city of this size.

20. The parties agree that there shall be an agency shop to the extent permitted by applicable law. The Union affirms that it has established and will maintain a procedure which provides for the refund, to any employee demanding the same of any part of any agency shop

fee which represents the employee's prorata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished, then this Agreement, insofar as it relates to agency shop fee deductions, shall be null and void.

21. 1. Firefighters newly appointed by the Fire Board of Commissioners, who do not currently hold certification as a Professional Firefighter in the State of New York, will not receive an effective hire date until two (2) weeks prior to the commencement of Basic Training.

2. Newly appointed Firefighters will not count towards Minimum Manning until completion of Basic Training and Certification as a Firefighter.

3. Newly appointed Firefighters will not be eligible to work Minimum Manning overtime until completion of Basic Training and Certification as a Firefighter.

4. WORK SCHEDULE

1. WORK WEEK

During the term of this Agreement, the work week for all members of the Lockport Fire Department will be an average of forty (40) hour week, based on a ten (10) hour shift for days and fourteen (14) hour shift for evenings, as under current work plan for a four-platoon system, commonly referred to as "four on and four off" as follows:

Day 1 - 10 hours

Day 2 - 10 hours

Day 3 - 14 hours

Day 4 - 14 hours

Each member of the Bargaining Unit shall be entitled to receive ten (10) days of adjusted time from the work schedule, which shall be taken as two work periods off the schedules per year and an additional two days compensatory time from the work schedule not to be carried over from year to year. The members of the Bargaining Unit shall have the right

to request specific days off, subject to the consent of the Fire Chief, which consent shall not be unreasonably withheld.

2. CHANGES IN WORK SCHEDULE

Once a work schedule has been established in accordance with the provisions of this contract, changes in same will be allowed, subject to the following provisions:

a. Vacation time is picked in blocks of four (4) days each. Vacation Time can be moved or switched in either blocks or full day increments.

b. Compensatory time is picked in two blocks of four days each and two single days. Compensatory Time can be moved or switched in either blocks or full day increments.

3. All holidays (up to 13) may be switched on a single day basis. However, any single day switch must be day for day or night for night.

4. All changes of the work schedule must be approved by the Fire Chief which approval cannot be unreasonably withheld and must be determined in accordance with the criteria established in Subparagraph 7 of Article 8 of this contract.

5. Any firefighter who calls in sick on a scheduled "make-up" or "switched" day shall receive a written warning on the first such occasion; on the second such occasion within one calendar year, the firefighter will lose all switching privileges for a full calendar year following such second occasion. This shall not apply if a firefighter provides, upon return to work, written medical documentation confirming hospitalization or actual medical treatment received on the make-up day, on a form to be provided.

5. OVERTIME PROCEDURES

1. EMERGENCY CALL BACK PROCEDURE

The following call back procedure shall be utilized:

a. Call Back Procedure

1st calls 3rd

2nd calls 4th

3rd calls 1st

4th calls 2nd

Last Night In

1st calls 4th

2nd calls 1st

3rd calls 2nd

4th calls 3rd

b. Standby Crew

One Officer and Five Firefighters

c. 2nd Alarm

Remaining Officers and Firefighters of the shift

Safety Officer

d. General Alarm

Remaining Officers and Firefighters

2. NON-EMERGENCY OVERTIME CALL IN PROCEDURE

a. A non-emergency overtime list based on seniority shall be maintained for firefighter and officers.

b. When a minimum manning situation is created, the duty officer shall ensure that the next appropriate firefighter(s) or officer(s) are called in the order they appear on the appropriate seniority list.

c. If the next appropriate name(s) that appear are scheduled for duty, those members shall be deferred.

d. If next appropriate name(s) that appear are substitution, those members shall be deferred.

e. If no contact is made, those members shall be deferred.

f. Members shall not be allowed to accumulate non-emergency overtime opportunities, only 1 non-emergency overtime shall be allowed per member, for each complete cycle through the list.

g. Non-emergency overtime of less than eight hours for any one shift shall not be chargeable on the overtime list.

h. If a firefighter or officer calls in sick, that member shall be deemed ineligible for non-emergency overtime for a period of 24 hours following the start of his/her scheduled shift.

i. If contact is made those members shall have the right to report or refuse.

j. The distribution of non-emergency overtime shall be administered by the Fire Chief or his designee according to the foregoing policy: A separate seniority list of members of the Bargaining Unit shall be maintained by the Fire Chief in his Office along with seniority list of members of the Bargaining Unit at the officer's desk. This record shall show the date of call and the response from each employee called as to whether he reported to duty.

6. SALARIES

1. BASE PAY The salary for straight time work to be paid to each employee covered by this Agreement during the period hereof, according to his particular classification, shall be the salary as set forth in the Pay Plan for the Fire Fighters of the City of Lockport, New York, during the term of this Agreement, which pay plan is attached hereto as Paragraph 3 of Schedule "A" and incorporated herein in the same manner as though specifically herein set forth.

2. INCREMENTS Each employee covered by the terms of this Agreement shall be accorded the normal and longevity increments as provided for in the Pay Plan of the Fire Fighters of the City of Lockport, New York, upon his completion of requirements necessary to receive said increment.

3. All members of the Bargaining Unit shall be placed for base pay purposes into Schedule "A" attached, in accordance with the normal increments as provided for in said pay plan period.

4. Normal and longevity increment increase for all members of the Bargaining Unit shall take effect on the first payroll period following their anniversary date.

5. OVERTIME PAY

a. The parties hereto agree to pay at overtime rate for all hours worked in excess of the normal work schedule.

b. Overtime pay during the term of this Agreement will be determined as follows: The overtime rate shall be one-and-one-half time the regular rate of pay for all members of the Bargaining Unit.

c. The City agrees to issue a separate check for over-time or out-of-grade pay provided that said over-time or out-of-grade is the equivalent of at least one day shift (10 or 14 hours).

d. The parties hereto agree that any HOLD-OVER of fifteen minutes past the scheduled hour of work shall be reimbursed at a rate of time-and-one-half for any time actually worked, beginning with the first minute.

6. CALL BACK All personnel covered by the terms of the Agreement and called back to work after normal shift shall be paid at overtime rate with a guaranteed minimum of two (2) hours of overtime pay. However, all such employees may be required to perform two (2) hours of work.

7. ACTING PAY All members of the Lockport Fire Department serving in a capacity of higher rank shall receive a daily rate of pay commensurate with the rate of pay for the

position which they assume. The Fire Chief shall make the initial designation of the individual member to act in a higher rank.

a. The City agrees that the present complement of line officers, that is, four assistant chiefs and four Captains, shall be maintained during the term of this Agreement. Further, that there shall be on duty on all platoons at all times a complement of at least one Assistant Chief and one Captain.

b. The Fire Chief, in making appointments for acting pay, shall determine those individuals best qualified to fill the position from the eligibility list for promotion to the position to be filled, and, if there be no list, then seniority shall be the prime consideration.

8. CLOTHING ALLOWANCE The City agrees that all members of the Lockport Fire Department will receive a clothing allowance of $975.00 in January of each year.

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

10. EDUCATION PAY

a. All members of the Bargaining Unit who are currently receiving an educational pay benefit, shall continue to receive such pay during the term of this Agreement.

b. Any member of the Fire Department who has graduated from an accredited college, university or institution of higher education, with an Associate's Degree in Fire Science, having attended for a minimum of two (2) years, shall receive a four-and-one-half percent (4 1/2 %) increase added to the base salary upon obtaining the rank of Captain.

c. Any member shall be entitled to reimbursement for the cost of tuition and books only upon the successful completion of each course leading to an Associate's Degree in Fire Science from any accredited college, university or institution of higher education provided, however, that he first obtain the consent of the Mayor to attend such course, which consent shall not be unreasonably withheld.

7. GRIEVANCE PROCEDURE

1. Grievance shall include all claimed violations of any contract existing between the City of Lockport and the employees covered by this Agreement and in addition shall include all claimed violations, misinterpretations, inequitable application of the existing written rules of the City of Lockport, New York, or department or agency thereof, all of which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, including matters involving employee rate of compensation, retirement benefits and disciplinary proceedings where the consideration of such would not be contrary to any law, rule or regulation having the force and effect of law.

2. The provisions contained in this article shall be liberally construed with accomplishment of the objective that members of the Fire Department of the City of Lockport may equitably and expeditiously settle any difference or grievance that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal.

3. All grievances shall be presented within ten (10) working days from the date of the cause of the grievance. In those instances where the nature of the grievance is such that it cannot be really known, the grievance shall be filed within ten (10) working days from the date the grievance is known or should have been known. Unless the grievance is filed in accordance with the time limitations of this section, it shall not be entitled to consideration under this procedure.

4. PROCEDURE.

a. First Stage The first procedural stage shall consist of the employee's presentation of his grievance to the Fire Chief or his designee. A statement of grievance at this stage, shall be presented in written form stating the specific nature of the grievance, the facts relative thereto and the date submitted. Upon receipt of the statement of grievance, the Fire Chief or his designee shall, at the request of the employee, hold an informal hearing at which the employee and/or his representative shall appear and present oral and written statements or recommendations.

The final determination of the first state of such grievance proceeding shall be made by the head of the Department or his designee within five (5) working days from the date of submission to him of said grievance. The decision shall be made in writing and communicated to the employee presenting the grievance and to the employee's representative, if any. If such grievance is not satisfactorily resolved at the first stage within five (5) working days from the date of submission, such employee may proceed to the Second Stage.

b. Second Stage The second procedural stage shall consist of a request by the aggrieved employee for a review and determination of his grievance by the Board of Fire Commissioners of the City of Lockport, New York. In such a case, the aggrieved employee shall submit his request to the Board of Fire Commissioners within ten (10) working days from the date of the determination of the department head. The department head, upon notice, must forward all papers filed relative to said grievance to the Fire Board. The Fire Board must promptly consider all grievances properly presented to it. The Fire Board, at its discretion, may conduct a formal hearing under oath or otherwise, taking testimony of the parties and their witnesses, receiving documents or other papers submitted to it, issue subpoenas and establish rules for the conduct of the hearing not inconsistent with this grievance procedure.

The Fire Board shall make its determination of the grievance and shall render its decision in writing within ten (10) working days from the date of submission to them of said grievance. The decision shall be filed with the City Clerk and shall be open to inspection to all parties with an interest therein. Copies of the decision shall be sent to all persons directly concerned and affected by it.

If such grievance is not satisfactorily resolved at the second stage within ten (10) working days, such employee may proceed to the Third Stage.

c. Arbitration All grievances which are not amicably settled as provided for in Section "a" and "b" of this Grievance Procedure, shall, upon the written demand of either of the parties hereto, be submitted to arbitration. The arbitrator shall be selected as soon as practicable after written notice demanding the appointment of said arbitrator by either of the

parties hereto, which demand must be made within ten (10) days from the date of the mailing of the Fire Board's decision. Said arbitrator shall be selected by mutual agreement from names supplied by PERB. PERB will be requested to provide a panel of arbitrators from the Western New York area, rather than State-wide. In the event of failure to select said arbitrator either or both of the parties of this agreement may petition a Judge of the Supreme Court of the Eighth Judicial District of the State of New York who shall appoint such arbitrator. The decision of the arbitrator thus selected, shall be binding upon both parties to this agreement when the same is in accordance with law and has been made in writing and a copy filed with the employee and his collective bargaining representative and with the City Clerk of the City of Lockport, and shall be considered as a final determination of the questions of fact submitted to arbitration. Both parties hereto shall divide the expenses and fees of the arbitrator selected.

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

6. The Union President, or his designee, shall have the right to attend all proceedings conducted pursuant to this grievance procedure.

7. The employee involved in any grievance proceedings at any level shall be entitled to be represented by an attorney-at-law.

8. The Union may submit a so-called "Class" grievance, i.e., one involving a matter of general affect on the membership or a policy type grievance.

9. For the purpose of this section, "working days" are defined as the week days Monday through Friday, except on such days when City Hall is officially closed for holidays or other reasons.

8. VACATIONS

1. All employees covered by the terms of this Agreement shall be entitled to annual vacation with pay as follows:

a) Two (2) regular work periods (96 hours) after one (1) year.

b) Three (3) regular work periods (144 hours) after five (5) years.

c) Four (4) regular work periods (192 hours) after 14 years.

d) Five (5) regular work periods (240 hours) after 20 years.

2. A work period shall be the four (4) day (48 hour) cycle that an employee is scheduled to work.

3. All vacations shall commence on the first day of a work period.

4. Vacations shall be taken during a total calendar year and shall not be accumulated from one calendar year to the next.

5. Vacations shall be drawn by platoon seniority of Fire Fighters.

6. Chief of Department shall determine vacation schedule by platoon seniority.

7. By platoon, only two (2) fire fighters and one (1) officer or three (3) fire fighters will be allowed vacation at the same time. Consistent with current practice, during the weeks of, Easter, Independence Day, Thanksgiving and Christmas up to three (3) firefighters and one (1) officer or four (4) firefighters, by platoon, will be allowed vacation at the same time.

8. Officers' vacations will be first by rank and then by rank seniority by platoon and the draw completed before the fire fighters draw.

9. The year shall be computed from the date of employment.

10. Upon the death of an employee, or upon his retirement from service, all of the employees's earned vacation time shall be computed on a pro-rata basis and paid to him in the case of retirement from service or to his estate in the event of death, in accordance with the rate of pay the employee was receiving at the time of his death or retirement from service.

11. Employees will be allowed to take vacations in single workday increments (and no smaller), provided, however, that no employee's total vacation leave in any calendar year

may exceed the number of hours of vacation leave employee has accrued under Section 1 of this article.

12. All other ranks (Assistant Chief of Fire Prevention, and Captain of Training and Safety) will take their vacations by the work schedule.

13. A vacation schedule shall be completed by the Chief or his designee by December 15th of the preceding year, and the Chief, or his designee, may require all employees to submit requests for vacation as early as November 15 of the preceding year.

9. HOLIDAYS

1. During the terms of this Agreement, all employees covered by this Agreement shall be entitled to thirteen (13) guaranteed holidays with pay as follows: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Easter; Memorial Day; July 4th; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day and Christmas Day.

a. All employees shall be entitled to compensation for only those holidays in their first year of employment which fall on or after the effective date upon which their employment began in that year.

b. Upon formal retirement through the New York State Police and Fire Retirement system, or any other separation from service, employees shall be entitled to compensation for only those holidays in their last year of employment which fall on or before the effective date upon which their retirement began in that year.

2. Holidays shall be paid by compensatory time off.

3. Each member of the department shall receive a day off for holidays listed under this contract.

4. The compensatory holiday time of thirteen(13) days shall be adjusted on the work schedule as an additional three (3) work periods plus 1 day off their schedule per year and not to be carried over from year to year. The members of the Bargaining Unit shall have the

right to request specific days off subject to the consent of the Fire Chief, which consent shall not be unreasonably withheld.

5. For personnel working a straight day schedule, including the Assistant Chief of Fire Prevention & Training and Captain of Training and Safety, will accrue a days' compensatory time if the holiday is worked, or if the holiday is not worked, they will receive their regular pay. If the holiday is guaranteed and it falls on a weekend or scheduled day off, they will receive one day's compensatory time. Due compensatory time cannot be carried over from year to year.

6. Notwithstanding the above provisions, those members of the Bargaining Unit working the 10-14 hour schedule, shall have the option to be paid at straight time rates, based on a twelve (12) hour day, for up to thirteen (13) compensatory days in lieu of compensatory time off.

7. Employees exercising the buy-back option shall submit their request at the time of their vacation submission (Nov. 15 to Dec. 15). The buy-back will be limited to thirteen (13) days per employee, on a seniority basis. Effective January 1, 2001, the aggregate buy-back limit for all employees will increase from 300 to 325, and from 325 to 350 in 2002.

10. SICK LEAVE

1. Sick Leave is hereby defined as leave of absence from duty with pay granted to an employee by reason of such employee's own sickness or disability. Under no circumstance is sick leave to be construed as additional vacation due an employee, or an excuse for leave of absence with pay for any other purpose.

Sick Leave shall be construed only as an insurance or a protection to the employee provided by the City against the employee's loss of income due to legitimate sickness or disability, provided that such employee has met certain conditions and has accumulated sufficient sick leave credits to cover the period of sickness or disability allowed or allowable for the calendar year.

Each employee shall accumulate sick leave credits at the rate of one and one-quarter (1 1/4) working days for each month completed in service. Sick leave credits shall accumulate from the first day of service, provided, however, that no sick leave shall be authorized until the employee has completed six (6) months continuous employment. These sick leave credits, shall accumulate without limit.

The unit of computation of sick leave shall not be less than one-half (1/2) day. Credits cannot be earned for the period an employee is on leave of absence without pay. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time "served" by the employee.

Every sick leave is contingent upon the following terms and conditions:

a. The employee must have sufficient accumulated and unused sick leave credits to cover the period in question;

b. In order to qualify for sick leave, proof of disability must be provided by the employee, satisfactory to the Fire Chief. The employee, or his agent must report such sickness or disability on the first working day of such absence at least thirty (30) minutes before his scheduled tour of duty.

c. The Fire Chief may require a physician's certificate for any absence where the illness or disability is of long duration; a physician's certificate may be required for each seven (7) calendar days of continuous absence. In any case, the Fire Chief may require an examination by the City Physician or other acceptable evidence that the illness is bona fide.

The Fire Chief, in addition to the above, may require an employee to submit to an examination by the City Physician, and the Fire Chief shall arrange such appointment. Whenever an employee has been on sick leave for thirty (30) successive calendar days, the Fire Chief must require that the employee be examined by the City Physician, and in the event such employee shall fail to submit or refuse consent to such medical examination, he shall be deemed to have waived his rights under this article.

In the event that the City Physician should find out that the employee is able to perform his regular duties or to perform light duties, and the employee shall refuse to return to performance of his regular duties or to perform light duties if the same is available and offered to him, he shall be deemed to have waived his rights under this article.

d. Upon proper evidence of a bona fide illness, any employee shall be entitled to draw on his accumulated and unused sick leave credits.

e. An employee isolated or quarantined because of exposure to a communicable disease, may for the purpose of this regulation be considered absent because of sickness and may be granted sick leave with pay during such isolation and/or quarantine to the extent of his accumulated and unused sick time leave.

f. Whenever an employee shall be absent on sick leave and the period for which he is absent includes a day or days upon which such employee was not scheduled to work, such day shall not be charged against his accumulated and unused sick leave credits.

g. Allowable and allowed sick leave time shall be considered, for all purposes, as continuous service.

h. The Fire Chief shall maintain records of accumulated unused sick leave credits for each employee, and a record of the total sick leave granted to each employee.

2. Sick Leave Termination Pay. Upon formal retirement through the New York State Policemen and Firemen's Retirement system, or upon the death of an active employee, the individual member of the Bargaining Unit or his estate shall be compensated for his unused, accumulated sick leave by receiving an amount equal to fifty percent (50%) of the total of the accumulated sick leave times the individual's normal rate of pay. One-half of the entitlement shall be paid immediately upon retirement. The remaining one-half of the entitlement shall be paid one year after the effective date of retirement, unless the employee requests the entire amount at retirement.

11. LEAVE DAYS

1. Bereavement Leave.

a. Each employee of the Fire Department may be granted leave without loss of pay, sick leave, vacation or other benefits, on account of death in the employee's immediate family upon satisfactory evidence of such situation. The immediate family of an employee shall include mother, father, sister, brother, spouse, child, step-child, father-in-law, mother-in-law, grandparent, or a person occupying the position of parent of the employee, or of his spouse, or a relative residing within the household of the employee. Leave period shall consist of date of death plus three (3) consecutive calendar days.

b. Other Relatives. Each employee may be granted a maximum leave of two (2) days subject to the requirements of Section 1 herein on account of the death of a grandchild, brother-in-law, or sister-in-law. A maximum of two (2) days to attend funeral services shall be granted on account of the death of a son-in-law or daughter-in-law.

2. Leave for Dental or Medical Visits.

Discretionary with the Fire Chief, occasionally required medical or dental visits may be allowed employees of the Fire Department without loss of pay, sick leave, vacation, or other benefits, except that each such absence in excess of two (2) hours shall be charged to earned sick leave credits on one-half (1/2) day units.

3. Leave for Civil Service Examinations.

Employees of the Fire Department shall be allowed time, with pay, to take open competitive and promotional Civil Service examinations for City positions at the appropriate center.

4. Leave Required by Law.

a. The Fire Chief shall grant any leave-of-absence with pay, required by law.

b. The City shall deduct the fees received for jury duty from the employee's regular salary (but not his mileage). If the employee is excused from jury duty, he shall return to his normal tour of duty.

5. Family Illness.

At the discretion of the Fire Chief, sick leave days may be used for serious illness of a spouse or child. The Employer shall not be unreasonable in approving such leave when requested by an employee. Such leave shall be charged against the sick leave accruals of the employee taking the leave as described in Section 9.

12. HOSPITAL AND MEDICAL CARE BENEFITS

1. a. The-"core medical insurance plan shall be the POS 201/POS 201 Plus with the $5.00 Formulary RX coverage.

b. The City of Lockport agrees to pay the full cost of all referenced medical insurance benefits, as follows:

2. Active Employees

a. The parties hereto agree that there shall be provided to each active firefighter, family or single medical insurance benefits fully paid by the City of Lockport. Firefighters shall have a choice of the following medical plans:

Option One - POS 201 or POS 201 Plus with $5.00 RX co-pay

Option Two - POS 201 or POS 201 Plus with $7/$15/$35 RX co-pay .

Option Three - POS 203 or POS 203 Plus with HRA 105 Account

Option Four - POS 204 or POS 204 Plus with HRA 105 Account

b. Benefit summaries for these plans are as outlined in the attachments and are part of this agreement

c. Firefighters shall have the opportunity to switch options during the annual open enrollment period each year.

d. New Hires 201 $7/$15/$35 203 and 204 PLAN Any new hire, hired after the ratification of this agreement will be required to enroll into the 201 $7/$15/$35, 203 or 204 plans and have that plan paid for in full by the City of Lockport. Upon completion of three consecutive years of service the employee will be eligible for any plan as listed in the Active Employees section of this agreement

3. Retirees

a. The City will permit any firefighter who is a member of the hospital and medical plan at the time of their retirement, to retain their membership in said plan after retirement, with the City paying the full cost thereof, subject to the following:

1. Twenty Years of active service

2. The employee must retire pursuant to New York State retirement or Social Security Law

b. Line of Duty Retirement: The City of Lockport, New York, will permit any employee regardless of hiring date, who is a member of the Hospital and Medical Plan provided herein at the time of their retirement, if the retirement is due to a line of duty situation and if the member has received a New York State Disability Retirement or New York State performance duty retirement or any other New York State Retirement relating to job-related accident or illness to retain their membership in this Plan after retirement with the City paying full cost thereof.

c. All firefighters retiring under this agreement shall have the option of single, double or family medical coverage, paid for in full, by the City of Lockport. All firefighter retirees shall be entitled to membership in the City of Lockport Health Insurance

Plan as outlined in this agreement or in a plan that offers equal to or better healthcare coverage benefits, at no cost to the retiree, for the life of the retiree. The right to health insurance in retirement is a vested right. This right becomes valid on the date of retirement.

d. Firefighters retiring under this agreement shall have the opportunity to switch options during the annual open enrollment period each year. The Open enrollment period shall be held during the month of October each year. In the event that the union and the City agree to an alternate date for the open enrollment period, the City shall notify all retirees via U.S. mail at least ten (10) days prior to the alternate open enrollment period.

e. In addition, any retiree that had previously opted out of the Medical Benefits program and received the lump-sum annual buy-out may at any time, opt to receive the Medical Benefits listed in this agreement.

f. All retirees shall have the opportunity to switch options during the annual open enrollment period each year.

g. Retirees shall have the option of single, double or family medical coverage fully paid by the City of Lockport, as follows:

(1) Retirees living within the 8 counties of Western New York

(a) **NOT** Medicare Eligible. (Living within the 8 Counties of WNY)

All employees, NOT Medicare eligible, retiring under this agreement and living within the eight (8) counties of WNY may enroll in the following BC/BS of WNY insurance plans:

Option One POS 201 or 201 Plus w/$5 co-pay Option Two POS 201 or 201 Plus W/$7/$15/$35 RX Option Three POS 203 or 203 Plus w/ HRA 105 Account Option Four POS 204 or 204 Plus w/ HRA 105 Account

(b) Medicare Eligible (Living within the 8 Counties of WNY)

(i) All employees who retire under this agreement and the retiree's spouse, who become Medicare eligible, living within the eight (8) counties of WNY may enroll in the BC/BS of WNY Medicare Advantage plan 799 $5/$5/$5/$5 with the City of Lockport reimbursing the retiree and their spouses Part B premium in full.

(ii) In the event that the retiree or their spouse has not become Medicare eligible, he or she shall remain enrolled in one of the current POS plans of their choosing at a single rate until he or she becomes Medicare Eligible, at which time the retiree or spouse will enroll in BC/BS of WNY Medicare Advantage plan 799 $5/$5/$5/$5, with the City of Lockport reimbursing the retiree and/or their spouses Part B premium in full.

(iii) When a retiree becomes Medicare eligible and the retiree's spouse is not Medicare eligible, the spouse shall enroll in the POS single plan of his/her choice. The spouse is not entitled to the HRA. However, if the spouse becomes Medicare eligible, before the retiree, and the spouse enrolls in the BC/BS of WNY Medicare Advantage plan 799 and the retiree goes into the POS single plan of his/her choice, the retiree shall be entitled to the difference between the core 201 $5 plan and the single plan the retiree elects, in the form of an HRA.

(iv) If a retiree becomes Medicare eligible and has legal dependents, that retiree shall have the right to maintain BC/BS POS 201, 203,204 family plan with a HRA until such time as the dependent(s) are no longer eligible for healthcare coverage under this agreement, at which time the retiree will enroll in the BC/BS of WNY Medicare Advantage plan 799.

(2) Retirees living outside 8 counties of Western New York

(a)**NOT** Medicare Eligible. (Living Outside the 8 Counties of WNY)

All employees, not Medicare eligible, retiring under this agreement, living outside the eight (8) counties of WNY shall be enrolled in the BC/BS PPO 812 plan.

(b) Medicare Eligible (Living Outside the 8 Counties of WNY)

(i) All employees who retire under this agreement and the retiree's spouse, who become Medicare eligible, living outside the eight (8) counties of WNY will enroll in the BC/BS of WNY 2009 Traditional Blue Medicare PPO 799 Out of Area Plan $1/$1/$1/$1 plan with the City of Lockport reimbursing the retiree and their spouses Part B premium in full.

(ii) If the retiree becomes Medicare eligible and the retiree's spouse is not Medicare eligible, the spouse shall enroll in the single BC/BS PPO 812 plan. If the spouse is Medicare eligible and the retiree is not Medicare eligible, then the retiree shall be enrolled in the single BC/BS PPO 812 plan.

(iii) If the employee retiring under this agreement becomes Medicare eligible and has legal dependents, the retiree will have the right to maintain BC/BS PRO 812 family plan until such time as the dependent(s) are no longer eligible for healthcare coverage under this agreement. At such time the retiree shall be enrolled in the BC/BS of WNY 2009 Traditional Blue Medicare PRO 799 Out of Area Plan.

(iv) *The PPO 812 will be available only to those retired employees who reside in an area outside the eight Western New York counties currently served by the Blue Cross/Blue Shield POS plans listed above for more than 180 days in a calendar year. Any retiree who* chooses *to relocate outside the eight Western New York Counties served by the* POS *plans any time during their retirement can opt into* ***the PPO 812 National plan.***

h. Benefit summaries for these plans are as outlined in the attachments and are part of this agreement

i. All retirees participating in the PPO 812 National Plan may be required to submit to the City of Lockport proof of their residency outside the POS Plan coverage area. Acceptable proof of residency will be any one of the following:

- Valid driver's license
- Utility bill showing the mailing address outside the POS Plan coverage area
- Rental agreement for a property'located outside the POS Plan coverage area

j. Retiree buyout option

(1) Any active employee who retires, from this day forward, who does not avail himself/herself of the coverage provided herein shall receive a lump sum of $1500.00 by reason of such non-participation. Said sum shall be paid to such retired employee on the first payday in December, each year, and will be pro-rated if necessary.

(2) Those individuals, who chose to receive the savings by virtue of their not participating in the medical insurance plan provided, may rejoin the plan during any open enrollment period, or upon the death of their spouse, or upon any qualifying life-changing event.

4. Employee/retiree death. The City shall allow the spouses of all employees, active and retired, to continue participation in the Medical Benefits Plan upon the death of the employee/retiree at the surviving spouse's own expense.

5. Open Enrollment. The City shall make written notification to the President and Vice President of the LPFFA 963 bargaining unit, ten (10) days prior to the open enrollment period, informing them of the open enrollment period. In addition, upon the request of a representative of the LPFFA 963 bargaining unit, the City of Lockport shall arrange for a representative(s) of Blue Cross/Blue Shield to make themselves available to all employees on City of Lockport property, during employee work hours for the purposes of explaining benefits to aid in selection of the employee's medical plan.

6. HRA105 Account

a. P & A Administrative Services, inc., at the expense of the City of Lockport, shall administer the HRA 105 account and the existing Flexible Spending Account 125.

b. If an active employee or retiree dies and said employee/retiree has fund's remaining in their HRA 105 account or their Flexible Spending Account 125, those funds shall be transferred over to the employee's surviving spouse and remain with the surviving spouse until and only until the surviving spouse exhausts the remaining funds in his/her HRA/FSA account. The City of Lockport has no right to any monies in the surviving spouse's HRA/FSA account. However, the City of Lockport will not be required to make any future contributions to the HRA after the employee's or retiree's death.

c. When the retiree becomes Medicare eligible and enrolls in the BC/BS of WNY PRO 799 plans and the retiree's spouse is not Medicare eligible and is enrolled in a single POS healthcare plan, the spouse will not be eligible for the HRA. When the spouse is Medicare eligible and the retiree is not Medicare eligible the retiree shall be eligible fora HRA under the guidelines of this agreement.

d. The following shall apply to the HRA 105 account component of the POS 203/203 Plus and PCS 204/204 Plus plan options offered to ail retirees and active employees:

e. For those employees/retirees opting for the POS 203/203 Plus or the POS 204/204 Plus plans, the City shall contribute the equivalent of the difference between the annual premium of the "core" POS 201 with $5.00 RX plan and the annual amount of the premium of the chosen plan into the HRA 105 account ofeach employee or retiree choosing a Medical Plan with the HRA 105-component The HRA 105 contributions shall be made in a lump sum by the City to coincide with the initial start date of the agreed upon health plan and annually thereafter on the anniversary of the initial start date.

f. In addition, the City shall notify, in writing, the President and Vice-President of the bargaining unit, the annual dollar amount of the City's HRA 105 contribution for each eligible POS Plan, ten (10) days prior to the initial open enrollment period and 10 days prior to the open enrollment period in all subsequent years, thereafter.

g. New hires will not have the right to an HRA 105 account until they complete three (3) years of consecutive service. Upon completion of three (3) consecutive years of service the employee shall be eligible for the HRA 105 on a prorated basis.

h. Should an employee separate from service, for any reason other than retirement, said employee shall be allowed to access any balance in his/her HRA account. The separated employee may be required, due to IRS rules and regulations, to lose use of the flex-card and be required to make an expenditure that then may be submitted for reimbursement.

i. Should an employee/retiree's coverage status change from a PPO to POS or POS to PPO plan, said employee/retiree shall have full access to any and all monies in their HRA at the time of such coverage status change.

7. Medicare Part B Premiums

a. As stated and referenced in this agreement and for clarification and so there is no misunderstanding, the City of Lockport agrees to fully reimburse the retiree and his/her spouse, whether in area or out of area, the full amount of their Part B premiums including any annual increases once the retiree and/or spouse is Medicare eligible.

b. This reimbursement shall be paid to the retiree and/or spouse, through an HRA account set up by P&A Administrators and the Retirees shall be reimbursed the full cost of Part B premiums by check or direct deposit after submitting a statement to P&A Administrators showing proof of Part B premium deduction from their social security checks.Retiree may submit their social security stub or any other proof, on a monthly basis to P&A Administrators or once at the beginning of each calendar year at which time P&A Administrators shall send a check or direct deposit funds on a reoccurring basis at the beginning of each month.

c. This benefit shall continue until and only until the retiree and/or his/her spouse dies.

d. Anyone hired after this agreement is ratified will pay their Part B premiums and their spouses Part B premiums once they become Medicare eligible.

8. Prescription drug reimbursement

If a particular prescription drug is on the active employee's formulary (POS/PPO plans, in area/out of area plans) and the particular prescription drug is not on the Medicare formulary, the City of Lockport shall reimburse the Retiree the amount of the drug prescription minus his/her co-pay, after the employee or family member exhausts all administrative and procedural remedies available.

9. Miscellaneous

a. The City of Lockport and the LPFFA 963, understand that if the Medicare plans listed in this agreement are no longer funded or supplemented by the United States Government in any way, shape or form the City of Lockport and Unions will negotiate plans that are equal to or better than the currently listed plans set forth in this agreement and the plans shall continue to be paid in full by the City of Lockport and there shall be no cost or contribution to the retiree including Part B benefits or any other benefits that may be required.

b. The City of Lockport and the LPFFA 963, understand that if at anytime the Medicare plans listed in this agreement cost more than the current plans that are listed and set forth herein, the City and Unions will negotiate a plan that is equal to or better than the benefits listed in this agreement. The City understands that they cannot unilaterally change plans without the consent of the above-mentioned union. The plans shall continue to be paid in full by the City of Lockport and there shall be no cost or contribution to the retiree including Part B benefits or any other benefits that may be required.

c. No changes shall be made to the Medical Benefits section by either party by any method, including but not limited to, Common Council Resolution or collective bargaining agreement language that has not been agreed to.

d. Buy-back Incentive: Any Firefighter who elects in writing not to participate in the medical plan shall receive a lump sum of $1500.00 by reason of such non-

New York, and upon the determination of the Mayor on the basis of the evidence that such employee died within one (1) year after, and as the natural and proximate result of injuries sustained at a definite time and place incurred in the performance of duty as a member of the Fire Department and did not cause such accident by his own willful negligence. The death benefit shall be paid upon the allowance of the claim by the Mayor and shall consist of an amount equal to the salary received by such member either during the year immediately preceding his death, or during the year preceding such injuries, whichever is greater, and one thousand dollars ($1,000.00) for each child of such member under 18 years of age on the date of the member's death. The provisions of Section 208-b of the General Municipal Law, as amended from time to time, with reference to the application for death benefits and payment of the same shall be strictly complied with by the City of Lockport, New York.

2. Active Employees In the event of the death of an **active** employee, his estate shall be paid all earned but deferred benefits such as wages, compensatory time (to be paid for in cash), overtime pay, holidays, unused vacation, unused personal leave days, accrued sick leave and other like compensation.

15. JOINT HEALTH AND SAFETY COMMITTEE

The parties of this agreement mutually agree to establish a Joint Health and Safety Committee of two (2) members each, one to be chosen as Chairman.

The mission of the Joint Health & Safety Committee shall be:

a. To assist the City and the Association in providing safe working conditions on the fire ground and in all departmental operations.

b. To investigate, study, review and analyze accidents, deaths, injuries and job -related illnesses, and to suggest and recommend preventive measures, including:

1. Changes or additions to protective clothing, equipment and fire fighting equipment;

2. Additional training on specific techniques or equipment;

3. Revisions in safety rules and procedures.

The Joint Health & Safety Committee shall meet at least once every three (3) months at a time and place agreed upon or a special meeting may be requested by either the Association or the City of Lockport at any time.

The Committee shall keep written minutes of all joint meetings, and such minutes shall be prepared for review at the next committee meeting.

All records of accidents, injuries and job related illnesses maintained by the Fire Department shall be made available upon request to the Committee.

An Association member and a Management member shall accompany the State Inspector on his inspection tour of the Fire Department facilities subject to the inspector's consent.

Any suggestions or recommendations adopted by the Joint Health & Safety Committee shall be submitted in writing to the Fire Board to be reviewed by such Board at its next regular meeting. If such suggestion or recommendation is not adopted by the Board of Fire Commissioners at such meeting, either party shall have the right to demand arbitration as provided for under Article VI of this contract.

The decision of the Arbitrator selected shall be binding upon both parties to this Agreement as provided in that Article.

16. WORKING RULES

1. Should a dispute arise in which the issue is not specifically covered by this Agreement, the parties shall negotiate on the basis of the cooperative spirit of this agreement.

2. The Union and City consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves on the job in a professional manner.

17. UNIFORMS AND EQUIPMENT

1. The City agrees that all members of the Bargaining Unit, upon appointment, will be provided with a dress uniform, to include blouse, pants, hat, winter coat, tie, black oxford shoes and badges.

2. The City agrees that all members of the Bargaining Unit will be provided with turn-out clothing and equipment to include helmet, face piece, turn-out coat, turn-out pants, boots, spanner, and belt, approved work gloves and all other protective and occupational equipment required by the Fire Chief. The aforesaid protective and occupational equipment will be replaced by the City as needed by individual members of the Bargaining Unit.

3. The City shall maintain at its own expense a policy for replacement of bedding, linen, bunk, stoves, refrigerator, tables and chairs, and all necessary housekeeping equipment, which policy will insure that these items shall be maintained in a good and workable condition.

4. In addition to equipment already furnished, the City agrees to pay for repair or replacement of eye glasses and dentures, when not replaced by Workmen's Compensation, provided they are broken, destroyed or lost in the line of duty.

18. **FIRE PREVENTION**

1. Fire Prevention(including inspections) shall remain the exclusive work of the Union's Bargaining Unit.

a. Fire Inspections shall be performed by appropriately certified bargaining unit members as part of the employees regular job duties but no member of this Bargaining uint will be required to perform clerical or computer data duties relative to same as part of this Agreement.

b. Thie City, at City expense, immediately upon the execution of this Agreement, will provide appropriate training to four(4) members of the Bargaining Unit to obtain certification to perform the duties of a Code Compliance Technician(Fire Inspector) under current State requirements and regulations. An additional four (4) members of the

bargaining unit will also be so trained immediately following the certification of the first four members as aforesaid. The second set will commence training as soon as possible after the completion of training of the first set but in any case no later than sixty (60) days thereafter. Thereafter, additional members of the bargaining unit may be so certified as may be required or as agreed.

c. The City shall choose the training session locations and shall make all reasonable efforts to have in house in service training whenever possible.

d. Training shall be voluntary and offered first to captains, then to lieutenants, and thereafter to remaining firefighters by seniority.

e. All costs associated with such training, including tuition, books, transportation, mileage, lodging, etc. shall be borne by the City.

f. When any of the required training occurs on regular scheduled worktime of a member of the bargaining unit, such member shall be granted release time from work, with the time not to be made up.

g. When any of the required training occurs when a member is scheduled for time off, including vacation, holiday and compensatory time, such member shall be paid overtime at the rate of time and one half regular rate.

h. Bargaining unit members who become certified as Code Compliance Technicians (Fire Inspectors), pursuant to this agreement, shall receive an annual stipend of $1,500.00 (prorated in the first year), payable in December of each year.

i. Fire Inspectors called into court, will be paid in the same manner as current court time provisions of Lockport Police Agreement.

j. Any Inspector who travels out of the area for such training will be expected to use a city owned vehicle if available and members will carpool as room allows.

19. MISCELLANEOUS PROVISIONS

1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Union affirms that it does not assert the right to strike or to assist or participate in any strike or to impose on its members an obligation to conduct, assist, or participate in a strike against the City of Lockport, New York.

2. The parties to this agreement agree that they shall not discriminate against any person because of age, race, color, religion, gender or national origin and that such persons shall receive the full protection of the provisions of this Agreement.

3. All employees covered by the terms of this agreement and who qualify under Section 207-a of the General Municipal Law, shall receive full pay for service connected disability as provided for under the Section 207-a of the General Municipal Law as amended from time to time, shall be strictly complied with by the City of Lockport, New York.

4. All members of the Bargaining Unit shall be excluded from the provisions of the sick leave and vacation regulations for City employees of the City of Lockport, New York, during the years of this Agreement.

5. It is agreed by 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.

6. Should any provision of this Agreement be found to be in violation of Federal, State or Local Law or ordinance by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

7. An employee covered by this Agreement shall keep his body weight consistent with his body size, bone structure, and age as determined by accepted medical standards, so that he will perform his assigned duties effectively.

8. Toxic or Hazardous Material Exposure. Any employee suspected of having been exposed at a fire to toxic or hazardous materials, shall be subject to medical examination at the direction of the Fire Chief, or his designee, at no cost to the employee.

9. Impact Negotiations. The parties agree that the preceding listed agreement covers all open issues presented for negotiations including those raised as a part of the impact negotiations arising from implementation of the 1982 Interest Arbitration Award.

10. This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the Employer and the Union or any individual employee covered by this Agreement is hereby superseded.

11. This agreement fully resolves any and all pending grievances (including, but limited to, grievance numbers 06-003, 06-005, 06-007, 06-008, 07-002, 08-002, arbitrations (including, but not limited to, Lewandowski and Campagna arbitrations), charges before PERB (including, but not limited to, IP Case No. U-29644), litigations (Lockport Professional Firefighter's Ass'n, IAFF, Local 963 v. City of Lockport, Index No. 139119 and Oakes v. City of Lockport, Index No. 130506), bargaining obligations and any other disputes, or any disputes through the date of this agreement. The Union shall notify the relevant forums that the matters referred to above have been fully resolved and settled, and the shall take any and all steps necessary to effect the withdrawl of such matters with prejudice.

Notwithstanding anything to the contrary, this agreement will not adversely impact any members' entitlement to benefits under Section 207-a of the General Municipal Law or impact any pending gievances, improper practice charges or associated litigation.

In addition to any other amounts payable under this agreement, as soon as reasonably practicable following ratification, the City will pay each bargaining unit member $1,000, less applicable taxes and withholdings.

12. The City may transfer fire dispatch communications duties (including house watch duties) out of the bargaining unit and fire department without further obligation to bargain decision or impact. The parties agree that notwithstanding anything to the contrary, the City may maintain its current staffing level (one less than the level contemplated in the October 7, 2009 arbitration decision of Dennis Campagna ("Campagna Award") through and after the date of such transfer of communications duties provided such transfer occurs within six months of the date of ratification hereof. If the transfer of fire dispatch communications duties does not occur within such six month period, the staffing level set forth in the "Campagna Award" shall be immediately reinstated pending completion of such transfer and provided that nothing contained herein shall prohibit the City, subject to the terms of the parties' agreements and applicable law, from adjusting staffing levels to account for changes in population, technology, apparatus, or other relevant circumstances.

The City and the Union shall meet cooperatively for the purpose of discussing issues relating to firefighter and public safety issues and logistical issues associated with the transfer of dispatch duties.

The union agrees that it will work cooperatively to facilitate such transfer.

13. Appropriate food during an emergency will be provided if such an emergency is longer than four (4) continuous hours.

20 ~~19~~. TERM AND RENEWAL OF AGREEMENT

This Agreement shall be effective as of the first day of January, 2008, and shall remain in full force and effect until the thirty-first day of December, 2012.

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 963

Dated: 2/11/11

By: Kevin W Pratt
Kevin Pratt,
President

CITY OF LOCKPORT

Dated: 2/17/11

By:
Michael W. Tucker, MAYOR

APPROVED AS TO FORM:

Tracy D. Sammarco

David E. Blackley
Deputy Corporation Counsel

SCHEDULE A

The salary information applicable during the term of this Agreement is considered part of the main Agreement.

Anniversary dates for salary increment purposes of all present Fire Department personnel, appearing on the Fire Department payroll as of January 1, 1973, shall be changed to JANUARY 1.

Anniversary dates for new appointees after January 1, 1973 for salary increment purposes shall be the anniversary of the date of commencement of work on a full-time basis within the Bargaining unit.

1. LONGEVITY:

Continuous service	5-9 years	$ 700
Continuous service	10-14 years	850
Continuous service	15-19 years	1,050
Continuous service	20-24 years	1,150
Continuous service	25 years and over	1,250

Longevity payments shall be made in a lump sum on the first pay period annually for those eligible, or on the first payroll period for employees moving to the next longevity step following their anniversary date providing eligibility therefore.

Employees are not entitled to two longevity payments in any one fiscal year; an employee is entitled only to the highest longevity payment for which he is qualified in that year.

2. a) The Emergency Services Personnel will be compensated as follows effective the first full pay period after ratification:

EMT	2%	of base pay
AEMT	3%	of base pay
CRITICAL CARE	4%	of base pay
PARAMEDIC	5%	of base pay

b) Effective the first full pay period following January 1, 2011, the Emergency Services Personnel will be compensated as follows effective:

EMT	3%	of base pay
AEMT	4%	of base pay
CRITICAL CARE	5%	of base pay
PARAMEDIC	6%	of base pay

c) Effective the first full pay period following January 1, 2012, the Emergency Services Personnel will be compensated as follows effective:

EMT	4%	of base pay
AEMT	5%	of base pay
CRITICAL CARE	6%	of base pay
PARAMEDIC	7%	of base pay

3. The following schedule for salary during the term of this Agreement shall apply:

FIREFIGHTERS	2008	2009	2010A	2010B	2011A	2011B	2012A	2012B
FF Entry Level	37,154	38,640	39,413	40,201	41,005	41,825	42,662	43,515
FF Completion 1 year	40,356	41,970	42,810	43,666	44,539	45,430	46,339	47,265
FF Completion 2 years	43,557	45,299	46,205	47,129	48,072	49,033	50,014	51,014
FF Completion 3 years	46,753	48,623	49,596	50,587	51,599	52,631	53,684	54,758
FF Completion 4 years	49,960	51,958	52,998	54,058	55,139	56,241	57,366	58,514
FF Completion 5 years	53,162	55,288	56,394	57,522	58,673	59,846	61,043	62,264
OFFICERS								
Lieutenant	55,382	57,597	58,749	59,924	61,123	62,345	63,592	64,864
Captain	57,402	59,698	60,892	62,110	63,352	64,619	65,912	67,230
Ass't Chief	63,233	65,762	67,078	68,419	69,788	71,183	72,607	74,059

Summary of Benefits for:

City of Lockport

Traditional Blue
BlueCross BlueShield of Western New York

Traditional Blue POS 201/201 Plus	POS 201 Your Copay $5/$10	POS 201 Plus Choose Your Copay $0/$15 or $5/$10
Medical Services		
Office visits ($0 copay for dependents under age 19)	$5	$0 or $5
Routine physicals	$5	$0 or $5
Well child visits and immunizations (up to age 19)	Covered in full	Covered in full
Diagnostic x-rays	$10	$15 or $10
Laboratory testing	Covered in full	Covered in full
Chiropractic care	$5	$5
MRI	$10	$15 or $10
Specialist visits	$10	$15 or $10
Women's Services		
Maternity care (prenatal & post-natal care)	Covered in full after initial copay	Covered in full after initial copay
Gynecological office visits	$5	$0 or $5
Mammograms	$10	$15 or $10
Routine pap smears	Covered in full	Covered in full
Hospital Care		
Inpatient stay – semi private room	Covered in Full	Covered in full
Outpatient surgery facility	$10	$15 or $10
Chemotherapy, radiation therapy, inhalation therapy	$10	$15 or $10
Cardiac rehabilitation (24 visits per year)	$10	$15 or $10
Occupational, speech, physical therapy (30 aggregate visits)	$10	$15 or $10
Emergency room visit (waived if admitted to hospital)	$50	$50
Emergency ambulance (medically necessary)	$50	$50
Mental Health Care		
Inpatient (30 days per member per year)	Covered in full	Covered in full
Outpatient (20 visits per member per year)	50% for visits 1-20	50% for visits 1-20
Substance Abuse Treatment		
Inpatient detoxification (30 days detox, 30 days rehab)	Covered in full	Covered in full
Outpatient (60 visits per member per calendar year)	$10	$10
Other Services		
Diabetic supplies and equipment	$5	$0 or $5
Durable medical equipment (no limit)	20% copay	20% copay
Home health care (In-network unlimited visits, Out-of-network 365 visits)	$10	$15 or $10
Hospice (210 days)	Covered in full	Covered in full
Prosthetic devices	20% copay	20% copay
Skilled nursing facility non-custodial (unlimited days)	Covered in full	Covered in full
Prescription drugs ($0 copay for generic contraceptive drugs)	$7/$15/$35	$7/$15/$35
Vision Care		
Routine exam for every member (Vision Plus copay reflected)	$10	$10
Dependent Coverage		
Dependent/Student coverage to age	25/25	25/25
Out-of-network		
Deductible	$250/$500	$250/$500
Coinsurance	20%	20%
Out-of-pocket maximum	$1,500/$3,000	$1,500/$3,000
Annual maximum	None	None
Lifetime maximum	None	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

Summary of Benefits for:

City of Lockport

Traditional Blue
BlueCross BlueShield of Western New York

Traditional Blue POS 201/201 Plus	POS 201 Your Copay $5/$10	POS 201 Plus Choose Your Copay $0/$15 or $5/$10
Medical Services		
Office visits ($0 copay for dependents under age 19)	$5	$0 or $5
Routine physicals	$5	$0 or $5
Well child visits and immunizations (up to age 19)	Covered in full	Covered in full
Diagnostic x-rays	$10	$15 or $10
Laboratory testing	Covered in full	Covered in full
Chiropractic care	$5	$5
MRI	$10	$15 or $10
Specialist visits	$10	$15 or $10
Women's Services		
Maternity care (prenatal & post-natal care)	Covered in full after initial copay	Covered in full after initial copay
Gynecological office visits	$5	$0 or $5
Mammograms	$10	$15 or $10
Routine pap smears	Covered in full	Covered in full
Hospital Care		
Inpatient stay – semi private room	Covered in Full	Covered in full
Outpatient surgery facility	$10	$15 or $10
Chemotherapy, radiation therapy, inhalation therapy	$10	$15 or $10
Cardiac rehabilitation (24 visits per year)	$10	$15 or $10
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Emergency room visit (waived if admitted to hospital)	$50	$50
Emergency ambulance (medically necessary)	$50	$50
Mental Health Care		
Inpatient (30 days per member per year)	Covered in full	Covered in full
Outpatient (20 visits per member per year)	50% for visits 1-20	50% for visits 1-20
Substance Abuse Treatment		
Inpatient detoxification (30 days detox, 30 days rehab)	Covered in full	Covered in full
Outpatient (60 visits per member per calendar year)	$10	$10
Other Services		
Diabetic supplies and equipment	$5	$0 or $5
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Skilled nursing facility non-custodial (unlimited days)	Covered in full	Covered in full
Prescription drugs ($0 copay for generic contraceptive drugs)	$5	$5
Vision Care		
Routine exam for every member (Vision Plus copay reflected)	$10	$10
Dependent Coverage		
Dependent/Student coverage to age	25/25	25/25
Out-of-network		
Deductible	$250/$500	$250/$500
Coinsurance	20%	20%
Out-of-pocket maximum	$1,500/$3,000	$1,500/$3,000
Annual maximum	None	None
Lifetime maximum	None	None

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City of Lockport
Summary of Benefits

Traditional Blue POS 203/203 Plus	POS 203 Your Copay $10/$10	POS 203 Plus Choose Your Copay $0/$20 or $5/$15
Medical Services		
Office visits ($0 copay for dependents under age 19)	$10	$0 or $5
Routine physicals	$10	$0 or $5
Well child visits and immunizations (up to age 19)	Covered in full	Covered in full
Diagnostic x-rays	$10	$20 or $15
Laboratory testing	Covered in full	Covered in full
Chiropractic care	$10	$10
MRI	$10	$20 or $15
Specialist visits	$10	$20 or $15
Women's Services		
Maternity care (prenatal & post-natal care)	Covered in full after initial copay	Covered in full after initial copay
Gynecological office visits	$10	$0 or $5
Mammograms	$10	$20 or $15
Routine pap smear	Covered in full	Covered in full
Hospital Care		
Inpatient stay – semi private room	Covered in Full	Covered in full
Outpatient surgery facility	$10	$20 or $15
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Other Services		
Diabetic supplies and equipment	$10	$0 or $5
Durable medical equipment (no limit)	50% copay	50% copay
Home health care (In-network unlimited visits, Out-of-network 365 visits)	$10	$20 or $15
Hospice (210 days)	Covered in full	Covered
Prosthetic devices	Not covered	Not covered
Skilled nursing facility non-custodial (unlimited days)	Covered in full	Covered in full
Prescription drugs ($0 copay for generic contraceptive drugs)	$7/$15/$35	$7/$15/$35
Vision Care		
Routine exam for every member (Vision Plus copay reflected)	$10	$10
Dependent Coverage		
Dependent/Student coverage to age	25/25	25/25
Out-of-network		
Deductible	$500/$1,000	$500/$1,000
Coinsurance	25%	25%
Out-of-pocket maximum	$2,500/$5,000	$2,500/$5,000
Annual maximum	None	None
Lifetime maximum	None	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.