

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the City of Plattsburgh ["City"] and the Plattsburgh Professional Firefighters Association, Local 2421 ["Union"].

The parties agree to the following:

1. The current collective bargaining agreement shall be extended for a period of two years though December 31, 2022. No terms and conditions as set forth in the current collective bargaining agreement, including all applicable memoranda of agreement, shall be modified except as set forth in this Memorandum of Agreement.
2. The salary schedules shall increase on January 1, 2021 and again on January 1, 2022 by the same percentage as the increase in the "Consumer Price Index for All Urban Consumers; All Items in the Northeast Class B/C (2,500,000 persons or less)," but in no event shall the percentage increase in 2021 or 2022 be less than 0.5% or more than 1.5%. The increases for 2021 and 2022 shall be implemented by the second payroll of March of each year and shall be retroactive to January 1 of each year.
3. Provided the City is maintaining a minimum daily staffing level of seven (7) or more firefighters, including lieutenants and captains and excluding the chief, per shift, the City shall be permitted, but not required, on days when the fire stations are actually staffed with a total of eight (8) or more firefighters, including lieutenants and captains and excluding the chief, to place a second ambulance in service. This provision, which requires eight (8) firefighters on duty in order to operate the second ambulance, reflects the commitment of the City and Union to ensure the safety of the public at-large and the firefighters when a second ambulance is operated.
4. The City shall hire four (4) firefighters no later than February 28, 2020.
5. All firefighters shall be permitted to sell, at their straight time rate, up to four (4) Kelly Days per year to the City. Firefighters shall provide notice of their irrevocable intent to sell Kelly Days for the following year during the same period that Kelly Days are chosen and payment shall be included in the last paycheck issued to firefighters the following December.
6. Upon 30 days written notice, the City shall be permitted to reopen negotiations regarding health insurance plans and the Union agrees to negotiate in good faith regarding same. In the

event the parties are unable to come to an agreement, the City shall be permitted to seek interest arbitration of the dispute. The parties agree that this provision shall sunset and terminate on December 31, 2022.

7. Within 30 days of execution of this Memorandum of Agreement, the City will complete its review of the integrated CBA, incorporating interest arbitration awards for 2008-09, 2010-11 and 2012-13 and a negotiated Agreement for 2014-20, and this Memorandum of Agreement such that the parties can complete and sign a new CBA, extending through December 31, 2022.

8. This Memorandum of Agreement shall not be construed as an acknowledgement by the City that it does not have the authority to determine the minimum daily staffing level of the fire department or the total number of firefighters it should employ; nor shall this Memorandum of Agreement be construed as an acknowledgement by the Union that the City has the authority to determine the minimum daily staffing level of the fire department or the total number of firefighters the City should employ. Each party retains the right to make whatever argument(s) it desires regarding whether the City may determine the minimum daily staffing level of the fire department or the total number of firefighters it should employ.

City of Plattsburgh

IAFF, Local 2421
