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Contract Database Metadata Elements

Title: **Niagara Falls, City of and Niagara Falls Police Club (1997)**

Employer Name: **Niagara Falls, City of**

Union: **Niagara Falls Police Club**

Local:

Effective Date: **01/01/97**

Expiration Date: **12/31/99**

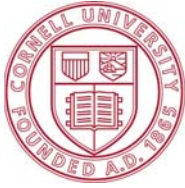
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Contract Database Metadata Elements

Title: **Lockport, City of and Lockport Professional Firefighters Association, AFL-CIO, Local 963 (1999)**

Employer Name: **Lockport, City of**

Union: **Lockport Professional Firefighters Association, AFL-CIO**

Local: **963**

Effective Date: **01/01/99**

Expiration Date: **12/31/07**

PERB ID Number: **6834**

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FF / 6834

AGREEMENT

-between-

THE CITY OF LOCKPORT

AND

LOCKPORT PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL 963, A.F. of L. and C.I.O., Lockport, New York

January 1, 1999 - December 31, 2002

Extended 1/1/03 - 12/31/07

7
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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

books, transportation, mileage, lodging, etc.
shall be borne by the City.

F. When any of the required training occurs on regular
Scheduled work time 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 over-
time at the rate of time and one-half (1-1/2) regular rate.

7. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement
at Lockport, New York on the day and date first above written.

LOCKPORT PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL 96:

CITY OF LOCKPORT, NEW YORK

BY Peter Richardson
Peter Richardson, President

BY Thomas C. Sullivan
Thomas C. Sullivan, Mayor

Approved:

Bernard E. Stack
Bernard E. Stack
Union Counsel

Allen D. Myskell
Allen D. Myskell
Deputy Corporation Counsel

UNION AGREEMENT

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, 1999 - December 31, 2002

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AGREEMENT

This Agreement, made this 19th day of June, 2000, 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 with 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, 1997.

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 this 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 man all equipment with adequate manpower to assure that any evolutions the men are called upon to perform can be conducted with enough men to assure the safety of the men 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.

4. WORK SCHEDULE

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.

CHANGES IN WORK SCHEDULE

1. 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.
2. Since vacations are picked in blocks of 4 consecutive days hereinafter known as Vacation Blocks, it is agreed that Vacation Time blocks can only be moved or switched, as Blocks.
3. Compensatory time is picked in 2 - 4 Day Blocks and two single days. Compensatory Time Blocks can only be moved or switched as Blocks.
4. The remaining two days of compensatory time and all holidays (13) for a total of 15 days,

may be switched on a single day basis. However, any single day switch must be day for day or night for night.

5. 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 to the criteria established in Subparagraph 7 of paragraph 7 of this contract.

6. 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.

EMERGENCY CALL BACK PROCEDURE

The following call back procedure shall be utilized:

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

Stanby Crew

One Officer and Five Firefighters

2nd Alarm

Remaining Officers and Firefighters of the shift

Safety Officer

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(s) or officer(s) calls in sick he shall be deemed ineligible for non-emergency overtime for a period of 24 hours following the start of his scheduled shift.
- I. If contact is made those members shall have the right to report or refuse.

5. 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 4 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 members of the Bargaining Unit hired before January 1, 1973, shall take effect on the first payroll period of each year during this Agreement.

5. Normal and longevity increment increase for all members of the Bargaining Unit hired after January 1, 1973, shall take effect on the first payroll period following their anniversary date.

6. OVERTIME PAY.

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

b) The distribution of overtime shall be administered by the Fire Chief or his designee according to the following 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 watchman's desk. Overtime shall be distributed to those employees in order of seniority as shown on the seniority lists who are not on duty. This record shall show the date of call and the response from each employee called as to whether he reported to duty or could not be contacted. He will automatically be by-passed until a complete cycle of the seniority list has been made. A separate list of seniority shall be maintained for all ranks using the above system.

c) 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.

d) 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).

e) 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.

7. **CALL BACK.** All men 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.

8. **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 Captains and four Lieutenants, 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 and/or Lieutenant.

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.

9. **CLOTHING ALLOWANCE.** The City agrees that all members of the Lockport Fire Department will receive a clothing allowance of \$750.00 to be paid in the month of January of each year.

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

11. **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.

6. 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.

7. 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 after one (1) year.
- b) Three (3) regular work periods after five (5) years.
- c) Four (4) regular work periods after 14 years.
- d) Five (5) regular work periods after 20 years.

2. A work period shall be a four (4) day 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 three (3) fire fighters and one (1) officer or four (4) fire fighters 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 either by single work cycles or in multiples.

12. All other ranks (Chief, 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.

8. HOLIDAYS

1. During the terms of this Agreement, all employees covered by this Agreement shall be entitled to 12 guaranteed holidays with pay as follows: New Year's 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. Beginning in 1990, one additional holiday shall be granted in honor of Dr. Martin Luther King's birthday.

a) "All newly hired 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 12 days shall be adjusted on the work schedule as an additional three (3) work periods 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 Fire Prevention and Training, they 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 six (6) 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, 1992, the aggregate buy-back limit for all employees shall be 300 days. Total department holiday buyout will increase from 300 to 325 in 2001, and from 325 to 350 in 2002.

12 hr. day

9. 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 be allowed sick leave credits at the rate of one and one-quarter (1/4) working days for each month completed in service. Sick leave credits shall be computed 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 credits, together with any previous sick leave credits which would have been unusable on that date shall become cumulative without limit.

"Cumulative" is hereby construed to mean the accumulation of all unused sick leave credits for any number of years in which such credits were properly allowed, which, as of December 31, 1972, totaled 240 days. Starting January 1, 1973, such leave shall be accumulated without limit beyond 240 days, except that employees hired after January 1, 1984, shall be allowed to accumulate sick leave credits up to a maximum of 240 days.

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. For all employees hired after January 1, 1984, accumulated sick time will be paid in an amount equal to 25% of 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.

10. 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, 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.

11. HOSPITAL AND MEDICAL CARE BENEFITS

1. The parties hereto agree that there will be provided to all employees hired on or before January 1, 1984, family or single Blue Cross medical insurance benefits as follows:

Hospital Contract

Standard Hospital 42/43

R8 Dependents to age 23

R45 Hospital Cosmetic Surgery

R47 Hospital Waiver of Waiting

R48 Out-of-Area Hospital Benefits

Medical Contract

Select Contract 60/61

R8 Dependents to age 23

R45 Medical Cosmetic Surgery

R47 Medical Waiver of Waiting

R48 Out-of-Area Medical Benefits

Major Medical Riders

BCMM-7 Rider FF \$100 Deductible

BCMM-7 Rider 8 \$100 Deductible

Drug Riders

Rx Rider DB \$5/\$10 No Contra.

Rx Rider 8 \$5/\$10 No Contra.

It is further agreed that the total premium for said single or family coverage shall be borne by the City of Lockport. The parties further agree that the City shall have the right to select an alternate insurer to provide comparable coverage, but only with the proper consent of the Firefighters Local Union 963.

The City will permit any pre-1984 employee who is a member of the Hospital & Medical Plan provided herein at the time of their retirement to retain their membership in said plan and the \$5/\$10 Co-Pay Drug Prescription Plan after retirement, with the City paying the full cost thereof, (subject to the criteria established in the adopting resolution of the Common Council of the City of Lockport, dated November 16, 1964, as it may be amended from time to time). Deceased employee's spouses may retain membership in the Plan at their own expense. All employees hired after January 1, 1984 shall not be entitled to benefits contained in this paragraph.

The City agrees to offer Community Blue I or Independent Health Gold as alternative medical insurance benefits to pre-1984 employees. The choice of plan will be at the option of the Firefighter.

Should the cost exceed that of the aforementioned primary plan, said additional expense shall be borne by the employee.

2. All post-1984 members shall be required to convert to their choice of the existing Community Blue or Independent Health or superseding lower cost plans of comparable nature during the course of employment and their retirement, and all post-1984 members shall convert to a supplemental "Gap Program at age 65" or upon earlier qualification for such coverage. Such "Gap Program" shall be similar to the current UNIVERA Senior Choice Program or Independent Health "Encompass 65." Post-1984 hires must take Medicare "A" and "B" coverage as part of the "Gap Program." the parties recognize that the exact nature of such programs may change in the future and the intent is that coverage shall be of a program most similar to that now in existence. All costs associated with the above to be borne by the City. All conversions for post-1984 members will commence on January 1, 2001.

The City will permit any Firefighter hired after 1/1/84, who is a member of the hospital and medical plan provided for Firefighters 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.
3. Buy-back Incentive: Any Firefighter who elects in writing not to participate in the medical plan shall receive a lump sum of \$1,000.00 by reason of such non-participation. Said sum shall be paid on the first pay day in December, and will be pro-rated if necessary.
4. 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 said Plan and the \$5.00/\$10.00 Co-payment Drug Prescription Plan after retirement with the City paying full cost thereof.

12. RETIREMENT BENEFIT

1. The City shall continue to make the same contributions as at present toward the cost of members of the Bargaining Unit for all current pension plans now in effect in what is known as the New York State Policemen's & Firemen's Retirement System.

2. The City shall pay for the complete costs under the Firemen's and Policeman's Retirement System for the retirement benefits in effect under Section 384, D, F, G, H and 375i of the Retirement and Social Security Law of the State of New York. Further, the City shall do whatever acts necessary to accomplish this purpose immediately. Effective by January 1, 2001, the City is to provide eligible members with 384 E retirement benefit; all cost associated with the 384 E will be borne by the City.

3. Further, all members of the Bargaining Unit will be covered for a guaranteed minimum death benefit of three times the annual rate of pay (rounded to next higher multiple of \$1,000), but limited to \$20,000 as provided for under Section 360-b of the Retirement and Social Security Law of the State of New York.

4. All members of the Bargaining Unit shall be entitled to continue all of the current plans now in effect.

13. DEATH BENEFIT

1. A death benefit shall be payable to the widows and orphans of all employees covered by the terms of this Agreement under the provisions of Section 207-b of the General Municipal Law of the State of New York. Such benefits shall be payable upon a presentation of an application therefore, to the Mayor of the City of Lockport, 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 approximate

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. Death Benefits 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.

14. 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.

15. 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.

16. 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, 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.

17. 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 race, creed or color 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

18. TERM AND RENEWAL OF AGREEMENT

This Agreement shall be effective as of the first day of January, 1999, and shall remain in full force and effect until the thirty-first day of December, 2002.

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 963

By: Randall J. Parker
Randall Parker,
President

By: Thomas C. Sullivan
Thomas C. Sullivan, MAYOR

APPROVED:

Bernard E. Stack
Bernard E. Stack

Allen D. Miskell
Allen D. Miskell
Deputy Corporation Counsel

SCHEDULE A-1

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 January 1, 2001:

EMT	0.5%	of base pay
AEMT	1.5%	of base pay
CRITICAL CARE	2.5%	of base pay
PARAMEDIC	3.5%	of base pay

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SCHEDULE A-2

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

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

<u>FIREFIGHTERS</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
Starting	\$33,940	33,940	34,958	36,007
Completion 1 year	36,952	36,952	38,061	39,203
Completion 2 years	39,976	39,976	41,175	42,410
Completion 3 years	42,994	42,994	44,284	45,612
<u>OFFICERS</u>				
Lieutenant	\$45,087	45,087	46,439	47,832
Captain	46,990	46,990	48,400	49,852
Ass't Chief/Fire Prevention	51,947	51,947	53,506	55,111
Ass't Chief	52,486	52,486	54,061	55,683

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1/04
Tentative Agreement
between
City of Lockport + Firefighters

The following changes will be included in a new 2003 thru 2007 agreement between the above parties, subject to ratification by the City Council and the membership of the firefighters union:

① Duration: January 1, 2003 thru December 31, 2007.

② Wage Increases:

Effective Jan 1, 2003 increase base hourly rates by \$.57 (fifty-seven cents) payable Jan 1, 2003.

Effective Jan 1, 2004 increase base hourly rates by \$.58 (fifty-eight cents) payable July 1, 2004.

Effective Jan 1, 2005 increase base hourly rates by \$.72 (seventy-two cents).

Effective Jan 1, 2006 increase base hourly rates by \$.86 (eighty-six cents).

Effective Jan 1, 2007 \$.90 (ninety cents).

N.Y.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
JUN 6 2006
BUFFALO OFFICE

②
②
8/30/04
Tentative Agreement
City of Lockport + Firefighters

③ Health Insurance: Parties will implement changes included in one-provider agreement negotiated w/ coalition of all bargaining units in City of Lockport with Blue Cross Blue Shield as early as possible. This ²⁰⁰³⁻⁷ agreement is contingent upon implementation of the new medical plan by ~~the~~ the City. The City shall have until Oct. 1, 2004 to implement the new insurance plan.

④ Court Time: For fire inspectors called into court, will be paid same manner as current Court Time provisions of Lockport Police agreement.

⑤ Revised Step Plan for New Employees
Effective Jan. 1, 2005, ^{new} employees will be subject to ^{new} five years to reach top ^{rate} as a firefighter, instead of three years currently.

Tentative Agreement,
City of Lockport

8/30/04

② Grievance Procedure: will be modified to clearly state that the arbitration will be subject to the PERB Voluntary Rules of Procedure, as amended. Current language re: appointment of an arbitrator by a judge will be deleted.

③ Health Insurance Buyout: Effective Jan 1, 2005 those opting out of health insurance coverage thru the City plans will receive a payment of \$1,500 (fifteen hundred dollars) plus a sliding scale to be agreed upon by the parties.

④ All other items previously agreed to by the parties will be included in the new agreement. Any items not mentioned in this document or above, will be considered dropped or withdrawn.

City:
Theresa D. Bell 8/30/04
James M. DiMillo, Corp Counsel
Richard P. Mulhony
Joseph Mulhony, Clerk
Michael J. Moya
Richard Tucker, Mayor

Perf. Employees
Peter L. Rukonatan Pres.
H. W. P. sec/treas. vice
Thomas J. V.P.
Bernard E. Stock Atty.

