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#### **Contract Database Metadata Elements**

Title: **Niagara Falls, City of and Uniformed Firefighters, Local 714 (2000)**

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

Union: **Uniformed Firefighters**

Local: **Local 714**

Effective Date: **01/01/00**

Expiration Date: **12/31/03**

PERB ID Number: **6861**

Unit Size: **96**

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**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**CITY OF NIAGARA FALLS, NEW YORK**  
**AND**  
**UNIFORMED FIREFIGHTERS LOCAL 714**

1. Term: Four year contract beginning January 1, 2000 to December 31, 2003.

2. Salary Increase: 2000 - 0%  
2001 - 0%  
2002 - 3%  
2003 - 3%

3. Firefighters with less than 20 years service, who retire due to a service related disability pursuant to General Municipal Law §207(a), shall be provided with health insurance as provided in §12.2 of the collective bargaining agreement.

4. All firefighters, including those assigned to Fire Prevention, shall receive one (1) additional personal leave day per year, beginning January 1, 2002. Maximum accrual of personal leave days shall be six (6) days.

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

6. Grade 3B, Step 3-0, contained in the firefighters wage schedule, shall be increased by \$939.00, effective January 1, 2002.

7. All firefighters currently working the 10/14 work schedule shall receive two (2) additional days of compensatory time to properly reflect the actual number of hours worked throughout the year. Credit for the additional two (2) days of compensatory time shall commence on January 1, 2002.

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

9. Longevity increments for Grade 3 shall be increased according to the following table:

PERB  
Received  
11/2/01

<b>GRADE 3A (35 hours)</b>	<b>2002</b>	<b>2003</b>	<b>(1 member)</b>
Longevity step 3-5	+\$797.68	+\$837.57	
step 3-10	+\$807.89	+\$848.28	
step 3-15	+\$820.07	+\$861.07	
step 3-20	+\$832.26	+\$873.87	
step 3-25	+\$844.50	+\$886.72	
step 3-30	+\$855.09	+\$897.84	

<b>GRADE 3B (40 hours)</b>	<b>2002</b>	<b>2003</b>	<b>(90 members)</b>
Longevity step 3-5	+\$1,764.91	+\$872.07	
step 3-10	+\$1,787.76	+\$883.36	
step 3-15	+\$1,814.19	+\$896.42	
step 3-20	+\$1,840.70	+\$909.52	
step 3-25	+\$1,867.27	+\$922.65	
step 3-30	+\$1,890.30	+\$934.03	

<b>GRADE 3C (40 hours)</b>	<b>2002</b>	<b>2003</b>	<b>(5 members)</b>
Longevity step 3-5	+\$1,665.48	+\$783.23	
step 3-10	+\$1,702.96	+\$800.85	
step 3-15	+\$1,723.36	+\$810.45	
step 3-20	+\$1,743.78	+\$820.06	
step 3-25	+\$1,764.31	+\$829.71	
step 3-30	+\$1,782.06	+\$838.06	

10. Commencing on January 1, 2002, any unit member who is required by the Fire Chief to provide off-duty training service as an instructor or coordinator shall be compensated, by either cash payment or compensatory time credit, at a time and one-half rate for all hours worked. The unit member shall have discretion to decide the method of compensation prior to providing such service.

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

12. The grievance procedure time frames contained in Schedule B of the collective bargaining agreement shall be amended as follows:

- (1) Stage 1 - response within three (3) business days after submission.
- (2) Stage 2 - submission within three (3) business days after response.
- (3) Stage 2 - response within five (5) business days after submission.
- (4) Stage 3 - submission within ten (10) business days after response.
- (5) Stage 3 - hearing scheduled within five (5) business days of submission to Stage 3.
- (6) Stage 3 - response within ten (10) business days of hearing.

13. To limit Local 714's contractual right to unlimited bracketing of compensatory time, the following language shall be added at the end of subsection 11.2.11 of the collective bargaining agreement:

...up to the sixth vacation slot, if available, pursuant to subsection 11.2.10.

14. Pursuant to §8.0 of the collective bargaining agreement, the starting salary (contained in Grade 3B of the wage schedule) for all firefighters hired after the effective date of this agreement, shall be reduced from the current \$38,547.80 to \$33,547.80, a reduction of \$5,000.00.

The Grade 3B, 2nd Step, for firefighters hired after the effective date of this agreement shall be reduced from the current \$39,420.57 to \$36,920.57, a reduction of \$2,500.00.

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

15. Maternity Leave Policy.

1. When an employee becomes pregnant, it is required that she report her condition to her commanding officer immediately.
2. Once the employee has provided the department with verification of her pregnancy from her own doctor, she shall be offered a doctor approved duty assignment within the department.
3. While on a doctor approved duty assignment, the employee will participate in department level training or classes that other fire personnel are undergoing, as long as the class activities do not pose any risk to the employee.
4. When an employee and her treating physician decide that she can no longer work, the member will be allowed to utilize accrued sick time.

If additional time is needed, the employee has the option of using any or all of her accumulated leave to date, including vacation, comp., and personal days. After all such time has been used, she will be able to use the time off specified in FMLA.

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


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

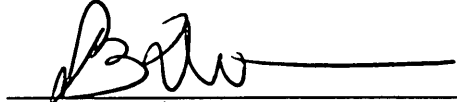
17. All other terms and conditions of employment and arbitration decisions continued under the Taylor Law not affected by the above, shall remain in full force and effect.


Dated: March 21, 2001

CITY OF NIAGARA FALLS, NEW YORK

UNIFORMED FIREFIGHTERS, LOCAL 714

By:   
Irene J. Elia, Ph.D., Mayor

By:   
David McGovern, President

By:   
Al Joseph, City Administrator