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Contract Database Metadata Elements

Title: **Little Falls, City of and Little Falls Paid Firefighters, International Association of Fire Fighters (IAFF), Local 2966 (1999)**

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

Union: **Little Falls Paid Firefighters, International Association of Fire Fighters (IAFF)**

Local: **2966**

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Little Falls, City Of And Little Falls
Paid Ff Unit 2966

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JUL 19 1999

CONCILIATION

**1999-2000
AGREEMENT
BETWEEN
THE CITY OF LITTLE FALLS, NY
AND
THE LITTLE FALLS PAID FIREFIGHTERS
LITTLE FALLS, NEW YORK**

This Agreement entered into the 6th day of July, 1999 by and between the City of Little Falls, New York (hereinafter referred to as the City) and the Little Falls Paid Firefighters, Little Falls, New York, Local 2966 (hereinafter referred to as the Association).

ARTICLE I. ASSOCIATION RECOGNITION

1-1. The City hereby recognizes the Little Falls Paid Firefighters, I.A.F.F. Local 2966, Little Falls, New York, as the sole and exclusive representative for all of the employees of the Little Falls Fire Department, with the exception of the Fire Chief for the purpose of collective negotiations and settlement of grievances, from the 1st day of January, 1999, until the 31st day of December, 2000. (Amended 1/12/99)

1-2. The Association affirms that it does not assert the right to strike against the City, the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such strike.

1-3. In addition to customary firefighting outside of the physical limits of the Fire Department, a firefighter's duties shall encompass only those that take place within the physical Fire Department boundaries. It shall be at an individual firefighter's discretion to perform tasks outside the limit of the Fire Department.

ARTICLE II. MANDATED LEGISLATION

2-1. Nothing in this Agreement shall prohibit the members of the Association from receiving more advantageous mandated benefits from the State, Federal or City legislation presently existing or which may be enacted during the term of this Agreement.

ARTICLE III. HOLIDAYS

3-1.

a) Each member of the Association shall receive a paid day off for each of the following ten (10) holidays: New Year's Day, Washington's Birthday, Good Friday, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day, Memorial Day, Christmas Day.

b) In addition to the holidays covered in Section 3-1.a, each member shall receive Lincoln's Birthday, Martin Luther King's Birthday, and the member's birthday, combined into ONE 24-hour paid day off.

3-2. The aforementioned ten (10) paid holidays, plus the additional paid twenty-four (24) hour day, shall be taken by the members at the sole discretion of each individual member, subject to the approval of the Chief of the Fire Department. The holidays above may be taken one day at a time with specific understanding that a written request must be submitted to the Chief at least seven (7) days in advance of the holiday date.

3-3. Holidays must be taken in the year earned and prior to July 1st of that year.

ARTICLE IV. CALL BACK TIME

4-1. Any fireman off duty, called back to duty, verbal, by whistle or by pager, shall be paid at time and one-half for the first hour and time and one-half thereafter for emergencies only. All work time thereafter is to be considered straight time.

4-2. A rotation system will be effect.

4-3. Any member called back to duty must stay the full hour. Firefighters shall be permitted to leave before the hour is up, providing necessary work is completed and the officer in charge relieves him.

4-4. Ten cents (\$.10) per hour night shift differential shall be applied to the night shift, i.e. from 7 p.m. to 7 a.m.

4-5. Members of the Association shall be used exclusively in the administration and designation of the call-back time.

4-6. Hourly rate shall be paid to those who participate in outside activities where fire Department personnel are required. Example, blood pressure clinics, classes, City activities, sports events, mandatory meetings called by the Chief, meetings, etc. The Fire Chief shall post a sign up sheet and have the right to limit the number of personnel attending. Those chosen shall be first come first serve according to sign up sheet. All paid firefighters shall have priority over call fireman regardless of position on sign up sheet.

4-7. Only personnel holding at minimum essentials of Firemanship can be used for stand-by at the Fire Station.

ARTICLE V. VACATIONS

5-1. New employees hired between January 1st and April 30th shall receive one week paid vacation for that calendar year.

5-2. A member upon completion of one (1) year of service shall receive two (2) weeks vacation with pay.

5-3. A member upon completion of five (5) years service shall receive three weeks vacation with pay.

5-4. A member upon completion of ten (10) years of service shall earn four (4) weeks vacation with pay.

5-5. A member upon completion of fifteen (15) years of service shall receive five (5) weeks vacation with pay.

5-6. Vacation accruals must be within one (1) year after accrual and may not be carried over to subsequent years, unless the employee's vacation request has been denied by the Chief.

ARTICLE VI. SICK LEAVE

6-1. Sick leave shall be defined as:

Sick leave is for sickness, sufficient to confine an employee to home, or to an area where the employee can be reached, except for doctor's visits. Sick leave may also be used for illness to a spouse or child sufficient to require the employee to remain at home except to take a spouse or child to the doctor. The Chief may require a physician's certificate for any absence of more than two (2) consecutive 24 hour shifts.

6-2. A member may accumulate 160 sick days at a rate of twenty four (24) hours per month, with pay, and can be used for sick leave at any time the member is sick or disabled. Currently accumulated days convert to 24-hour days.

6-3.

a) There shall be paid thirty (30) days paid hospitalization for every day of accumulated sick leave for any employee and his dependents providing, however, that the City's liability shall not exceed 30% of the cost or \$50.00. For employees retiring after January 1, 1995, the City shall contribute 50% of the cost of the health insurance premium.

b) Or the member may opt to take a cash settlement based on \$50.00 per day times the total number of sick days accumulated up to the maximum of 160 days, payable upon retirement. A member opting to take a cash settlement will notify the City by February 1 of the year they intend to retire.

6-4. Where a member, because of sickness or disability, is required to remain away from duty beyond his sick leave allowance the Department Head may petition the City that additional sick leave for a period deemed proper and equitable but under no circumstances shall this extension exceed 18 months.

6-5. Sick Leave Bank - A Sick Leave Bank shall be maintained. Each participating member shall contribute three (3) sick days to the Bank. This shall be VOLUNTARY. Records will be kept and the Sick Leave Bank will be administered SOLELY by the duly elected officers of the Association. This Bank will only be used when a member's own sick days are exhausted AND any extensions of sick leave granted by the City have expired. If a member is not a participant, that member MAY NOT draw from the bank.

6-6. Withdrawal from Sick Leave Bank - Upon a participating member's retirement, or at any time, that member may withdraw their days from the Bank and have them added to their total of accumulated sick days. Only the existing number of days for that member may be withdrawn.

ARTICLE VII. AMBULANCE SERVICE

7-1. Employees shall be paid at their appropriate hourly rate, per hour, for all off-duty ambulance calls.

7-2. The City agrees to provide a malpractice insurance policy, in the amount of at least \$1,000,000.00 for ambulance attendants, if such a policy is available to the City at a reasonable cost.

ARTICLE VIII. HEALTH AND LIFE INSURANCE

8-1. The City agrees to furnish each member and their dependents with Blue Cross Hospital, Surgical and Major Medical Health Insurance, including optometric and dental coverage as provided in said plan. Members of the Association or dependents are also entitled to \$200.00 per year total for eyeglasses. Total reimbursement will not exceed \$200.00 per year per family. Employees will submit receipts for such and be reimbursed by the City. The Employer may change the health carrier or method of providing health insurance with thirty (30) days' notice to the Union, and if benefits are comparable or better. *(Last sentence added 1/12/99)*

8-2. Member shall have the option to drop out of the City's Health Insurance Plan if their spouse has better coverage. The member opting to do so will receive one-half (1/2) the amount that the City pays each month for the member's Health Plan on a monthly basis, equally distributed bi-weekly, and may re-enter following established procedures.

8-3. Life Insurance amounts to \$15,000.00 plus an additional \$15,000.00 for accidental death and dismemberment for the member, plus \$5,000.00 for the death of a spouse and \$1,500.00 for each additional child from birth to six months, and \$5,000.00 from the age of six months to the maximum age allowed for coverage. Upon attaining age 70, policy amount decreases from \$15,000 to \$7,500. (Last sentence amended 1/12/99)

8-4. The City agrees to furnish each member and their dependents with a dental insurance plan as in 1995 at no cost to the member. (Amended 1/12/99)

8-5. Effective January 1, 1999, pre-1/1/1995 employees will contribute 3% and post-1/1/1995 employees will contribute 20% towards the health insurance premium for either individual or family. As of January 1, 2000, pre-1/1/1995 employees will contribute 4%, and post-1/1/1995 employees will contribute 20%. (Entire section amended 1/12/99)

As of January 1, 1999, a Flex Plan (Section 125) will be put into effect for health related benefits only. *Leslie J. Caydon* 8/14/99
Barry J. [unclear] 8/16/99

8-6. The employee, upon retirement, shall have the option of retaining his life insurance policy presently carried by the City at the employee's expense.

ARTICLE IX. CLOTHING ALLOWANCE

9-1. The City agrees to reimburse the employees in the amount of \$400.00 payable in a separate check with no taxes taken out on the first payday in October, 1999 and 2000, upon submission of vouchers. (Amended 1/12/99)

9-2. The clothing must be purchased by October 1st of each year.

9-3. The clothing will be designated by the Police and Fire Board. The Association, however, shall have the right to designate where the purchase is to be made.

9-4. The City agrees to purchase an extra set of turnout gear for each regular man at the rate of 3 sets per year until each man has 2 sets.

ARTICLE X. RETIREMENT PLAN

10-1. All members who are represented by this Association shall be allowed the privilege in the New York State Employee's Retirement Plan, Section 375-I (25 Year, 1/2 pay). The cost of this plan shall be paid fully for each member by the City of Little Falls, New York.

10-2. Effective January 1, 1994, all members who are represented by this Association shall be allowed the privilege of participating in the New York State Employee's Retirement Plan, Section 384-D (20 year retirement). The cost of this plan shall be paid fully for each member by the City of Little Falls, New York.

ARTICLE XI. SALARIES

11-1. When any member of the unit is assigned by competent authority to "work out of title" to a higher rank, he shall be compensated for working in that position for the time worked, on a per diem basis which shall reflect the difference between his regular salary which he would receive if promoted to the higher title.

11-2. Working out of title assignment shall be determined by use of an existing Civil Service Promotional List, by seniority in years of service. Work off of a previous promotional list will be done if a current list is not in effect.

11-3. The salaries payable by position for 1999 are listed as follows:
(Amended 1/12/99)

	<u>BI-WEEKLY</u>	<u>HOURLY</u>	<u>OVERTIME</u>
FA	\$1,049.03	\$13.12	\$19.68
SA	983.29	12.30	18.45
FF3	930.71	11.64	17.46
FF2	892.35	11.16	16.74
FF1	856.43	10.71	16.07

The salaries payable by position for 2000 are listed as follows:
(Amended 1/12/99)

FA	\$1,080.50	\$13.51	\$20.27
SA	1,012.79	12.66	18.99
FF3	958.64	11.99	17.99
FF2	919.12	11.49	17.24
FF1	882.13	11.03	16.55

11-4. Overtime shifts worked (sickness, call back) shall be paid each pay period.

11.5. All salaries for 1999 shall be retroactive to January 1, 1999.

ARTICLE XII. SENIORITY

12-1. In addition to the annual salary as hereinbefore designated, all members shall receive a seniority increment upon the completion of the appropriate number of years of service as follows:

Upon completion of:

	<u>1999</u>	<u>2000</u>
5-10 years of service	\$500	\$500
11-14 years of service	800	800
15-19 years of service	1000	1000
20 years of service plus	1200	1200

Amount is to be payable in full on the last pay period in November, or previous to retirement, by separate check.

ARTICLE XIII. RELEASE TIME

13-1. The City shall give release time pay to two (2) members of the Association who are designated by the Association as delegates for the purpose of attending the New York State Fireman's Annual Convention. This release time is not to exceed four (4) days for each member.

13-2. The City will pay One Hundred Dollars (\$100.00) to each delegate for convention expenses.

13-3. Bereavement leave will be granted for three (3) scheduled work days that occur between the day of the death up to and including the day of the funeral for the purposes of attending the wake and/or funeral services for the death of the member's father, mother, sister, brother, wife, child, father-in-law, mother-in-law, grandfather, grandmother, foster or step-parent, or any relative that lives with a member. (Amended 1/12/99)

13.4 In addition, members shall be entitled to a total of three (3) days (72 hours) to be used as "personal days" which may be taken by the member on 24 hours notice, provided, in the Chief's discretion, he is able to secure another fireman to fill in for the member making the request. These days may be taken as 24-hour days or 12-hour days, at the members discretion. Personal time must be taken prior to December 1st of each year.

13,5 Personal leave will not be used for purposes associated with a second occupation. (Added 1/12/99)

ARTICLE XIV. DISPUTES OR GRIEVANCES

14-1. Definition: A "grievance" is an alleged violation of this Agreement or any dispute with respect to its meaning or application.

14-2. Submission of Grievances: Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

ARTICLE XV. GRIEVANCE PROCEDURE

15-1(a). Grievance Steps: In the event of a dispute between the parties of this Agreement involving the interpretation or application of any provisions of this Agreement, either party shall have the right to resolve the dispute in the following manner:

Step 1: Any members with a grievance should first try to solve said grievance between themselves.

Step 2: If the problem cannot be solved by parties involved, the grievance should be taken to an officer in writing.

Step 3: If the officer cannot solve the problem, the members shall take the grievance to the Chief.

Step 4: If the Chief cannot solve the problem, he shall direct the parties involved to go to the Board of Fire and Police.

Step 5: After all steps above have been followed, the grievance shall go to the Arbitration Procedure. At any time during this Grievance Procedure, the Party(s) may request a Union Representative. Any final decision made at any time during this procedure (Steps 2, 3, 4, and 5) shall be placed in writing and a copy given to all involved.

Step 6: ARBITRATION PROCEDURE

The Arbitration proceedings for the grievance shall be conducted by an arbitrator to be selected by the Employer and the Union within fourteen (14) calendar days after notice requesting arbitration has been given. If the parties fail to mutually agree upon an arbitrator, either party must request PERB to render such assistance as is provided in PERB's rules and regulations.

Step 7: Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made, providing it pays for transcript and makes a copy available without charge to the arbitrator.

Step 8: ARBITRATION

The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement. The decision of the arbitrator will be advisory only.

15-1(b). Any grievance or complaint made by a source outside the Fire Department shall be identified to all parties involved. Anonymous complaints or grievances will not be recognized.

ARTICLE XVI. EDUCATION

16-1. The City agrees to pay tuition and material for any member who successfully completes any educational courses approved by the Fire Chief and Police and Fire Board.

- a. Work will be scheduled to accommodate the member who is attending school whenever possible.
- b. All members holding current E.M.T. cards will be paid a separate check for the last pay period in November in the amount of:

E.M.T.	- 1500.00
E.M.T. 1-2	- 2000.00
E.M.T. 3, Critical Care	- 2800.00
Paramedic	- 2800.00

- c. In order for any member to receive the E.M.T. bonus, they must make a minimum of twenty (20) ambulance calls per calendar year, on or off duty, and they must be the E.M.T. of record on each call.
- d. E.M.T. bonus will be pro-rated to reflect the number of months during the year that the member held a valid card (e.g., Members card valid from January to June - 6 months - entitled to 1/2 of bonus).

16-2. Firefighters who attend monthly firetraining sessions will be paid the equivalent of two (2) hours of their hourly rate per month. The training officer shall keep a roster of the attendance, and the training officer, together with the Fire Chief, will sign the voucher for payment. Training will be held the third Tuesday of every month.

16-3. When a firefighter must take training sessions scheduled while the firefighter is on duty, the Chief, at his option, may substitute for the employee, or may call in another member of the Little Falls Firefighters Association, to substitute for the employee. This provision shall apply to all E.M.T. courses, or other schooling agreed to by the Chief.

16-4. All new firefighters hired shall attend Montour Falls or other equivalent schooling to receive the required 240 hours of initial training. The cost of this schooling shall be borne by the City, but shall not exceed \$750.00.

ARTICLE XVII. PERIOD OF AGREEMENT

17-1. This Agreement will remain in full force and effect to all its terms and conditions until December 31, 2000. However, if on January 1, 2001, no new Agreement has been executed between the Employer and Employees, the parties agree that all of the terms, provisions and benefits of the Agreement will remain in effect until a new Agreement has been executed retroactive to the extent permitted by law as of January 1, 2001.
(Dates amended 1/12/99)

17-2. Both parties agree to meet thirty (30) days before the termination of existing contract. Parties will have opening proposals on the negotiating table at this time.

ARTICLE XVIII. AGENCY SHOP

18-1. The City has recognized the International Association of Firefighters Local #2966 as the bargaining agent for the Little Falls Fire Department, under the Employees Fair Employment Act of 1967, also known as the Taylor Law, and further this Agreement reached by the duly appointed representatives of the Association shall meet the requirements as prescribed by said law.

18-2 Any present or future employee who is not a member of the Association shall pay to the Association a service charge as a contribution toward the cost of litigation and arbitration.

This charge will be deducted from the payroll by the City and shall be an amount equivalent to the amount deducted from the Association members for such costs and forwarded by the Association.

18-3. The Union hereby agrees to indemnify the City and hold harmless the City regarding any claims and suits pertaining to Agency Shop deductions. This includes legal fees and other expenses and costs incurred in defending such claims and suits in any forum, and any judgment or awards resulting therefrom.

18-4. IMPACT

Before the Police and Fire Board knowingly adopts a change in policy not covered by this Agreement, but which affects the Paid Firefighters terms and conditions of employment, the Vice-Chairman will notify the firefighters in writing that it is considering such a change. The firefighters will have this right to discuss with the Board provided it files such a request with it within ten (10) days after receipt of said notice.

All general and special orders shall be followed by a written order within seventy-two (72) hours to remain effective and also with proper authorized signatures. It shall be placed on station bulletin boards for a period of not less than thirty (30) days.

ARTICLE XIX. WORK SCHEDULES

19-1. Work schedules shall be determined by the Chief and shall be in place by the 10th of the previous month. Schedule changes that occur after the 15th of the month require the employee to be notified. (Last sentence added 1/12/99)

ARTICLE XX. PHYSICAL EXAMINATIONS

20-1. Every firefighter shall be required to undergo a yearly physical examination paid for by the City.

ARTICLE XXI. PAYROLL DEDUCTIONS

21-1. Effective upon execution of this Agreement, the City will, upon the written authorization of employees, honor Payroll Deduction requests.

ARTICLE XXII. INVALIDITY

22-1. In the event that any portion of this Agreement shall be declared invalid or illegal, the remainder of this Agreement shall remain in full force and effect.

ARTICLE XXIII. LEGISLATIVE ACTION

23-1. Pursuant to Section 204-a of the Civil Service Law of the State of New York, the following language is hereby incorporated into the Agreement:

“It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.”

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives the day and year first above written.

CITY OF LITTLE FALLS

BY: [Signature]
 Mayor

BY: [Signature]
 Finance Committee Member

BY: [Signature]
 Finance Committee Member

BY: [Signature]
 Finance Committee Member

LITTLE FALLS PAID FIREFIGHTERS NEGOTIATION COMMITTEE

ATTEST:

[Signature]
 Cheryl Crimmins
 City Clerk

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: _____