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Contract Database Metadata Elements

Title: **Lackawanna, City of and Lackawanna Professional Firefighters Association, International Association of Fire Fighters (IAFF), AFL-CIO, Local 3166 (2000)**

Employer Name: **Lackawanna, City of**

Union: **Lackawanna Professional Firefighters Association, International Association of Fire Fighters (IAFF), AFL-CIO**

Local: **3166**

Effective Date: **08/01/00**

Expiration Date: **07/31/04**

PERB ID Number: **6825**

Unit Size: **46**

Number of Pages: **33**

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AGREEMENT

between

THE CITY OF LACKAWANNA

and

**THE LACKAWANNA PROFESSIONAL
FIRE FIGHTERS ASSOCIATION
LOCAL 3166, I.A.F.F., AFL-CIO**

AUGUST 1, 2000 through JULY 31, 2004

Dated:

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AGREEMENT

This agreement, made this ____ day of _____, 2003, by and between the Mayor of the CITY OF LACKAWANNA, on behalf of the CITY OF LACKAWANNA (hereinafter referred to as the "City" or "Council"), and the LACKAWANNA PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 3166, I.A.F.F., AFL-CIO, (hereinafter referred to as the "Association").

WHEREAS, it is the intent and purpose of the parties to set forth the basic agreement covering wages and terms and conditions of employment to be observed between the parties hereto.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore that negotiations will not be opened on any item whether contained herein or not until a new contract is to be negotiated.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

Recognition

Section 1. The City recognizes the Association as the exclusive bargaining agent for all members of the Lackawanna Fire Department in the titles of Fire Fighter, Lieutenant, and Captain.

Section 2. The City will deduct from all members of the Association, who have filed dues deduction authorizations with the City, a dues deduction amount to be established by the Association. The Association shall communicate to the City in writing the amount and changes to the amount of said dues deducted.

Section 3. The City will deduct from all members of the bargaining unit, who are not members of the Association, an agency fee equivalent to Association dues. Such agency fee deduction shall commence within thirty (30) days from the date of hire into the bargaining unit.

Section 4. The Association 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 section.

ARTICLE II

Duration of the Contract

The provisions of this Agreement shall be effective as of the first day of August, 2000, and shall continue in full force until the 31st day of July, 2004. If an Agreement on a new contract is not reached by the 31st day of July, 2004, the terms and conditions of this contract shall remain in full force and effect until such Agreement is reached.

On or before February 1, 2004, either party may submit a request to reopen this Agreement.

All provisions of this contract, wherever possible and unless otherwise stated, will be retroactive to August 1, 2000.

ARTICLE III

Compensation

Section 1. All Fire Fighters, Captains, and Lieutenants in the bargaining unit will receive salaries as listed below:

<u>Fire Fighter</u>	<u>8/1/00</u>	<u>8/1/01</u>	<u>8/1/02</u>	<u>2/1/03</u>	<u>8/1/03</u>
1st Step	\$32,249.34	\$32,894.33	\$34,045.63	\$35,237.23	\$36,294.34
2nd Step	34,148.58	34,831.55	36,050.66	37,312.43	38,431.80
3rd Step	36,049.86	36,770.86	38,057.84	39,389.86	40,571.56
4th Step	40,825.50	41,642.01	43,099.48	44,607.96	45,946.20
Lieutenant	44,499.80	45,389.79	46,978.43	48,622.68	50,540.82
Captain	48,504.78	49,474.87	51,206.49	52,998.72	55,594.90

Section 2. Effective August 1, 2003 Lieutenants shall receive a minimum of ten percent (10%) above the 4th Step Fire Fighter's salary. Captains shall receive a minimum of ten percent (10%) above a Lieutenant's salary.

Section 3. In any case, when a member of the Association is temporarily required to serve regularly in and accept the responsibility for the work in a higher class of position (acting officer), such member shall receive the rate of pay for the higher class, biannually-in June and December.

Section 4. For the purpose of salary schedules, it is agreed that anniversary dates for all members of the Association shall be in accordance with the following schedule:

- A. If a member's date of employment falls between the dates January 1 through March 31, his anniversary date shall be January 1.
- B. If a member's date of employment falls between the dates April 1 through June 30, his anniversary date shall be April 1.
- C. If a member's date of employment falls between the dates July 1 through September 30, his anniversary date of service shall be July 1.
- D. If a member's date of employment falls between the dates October 1 through December 31, his anniversary date shall be October 1.

Section 5. The Parties agree that in all years which have twenty-seven (27) payroll periods, the City will pay all retiring

employees an adjustment so that they will receive pro-rated benefits based on a twenty-six (26) payroll period.

ARTICLE IV

Longevity

Section 1. All members of the Association shall be granted the following non-accumulated longevity increment:

Longevity Schedule

- . After 5 years of service \$250
- . After 6 years of service \$300
- . Additional increments of \$50 per year of service to 19 yrs.
- . After 19 years of service \$1000

Section 2. Longevity payments shall be spread proportionately over the pay periods in any given year. For the purpose of this section, "service" shall mean any service as a full time employee of this bargaining unit. Employees who were hired prior to January 1, 1973, shall have "service" defined as all service within the City.

ARTICLE V

Uniform and Equipment Allowance

Section 1. The City agrees to provide all Fire Department personnel covered in this Agreement the sum of five hundred dollars (\$500)

per year to provide and maintain their uniforms (work uniforms). The five hundred dollars (\$500) shall be paid in a lump sum in the first payroll period in December to all active employees [on duty within prior twelve (12) month period].

Section 2. The City agrees to furnish and replace, when necessary, all turn-out gear of Fire Department personnel covered by this Agreement, including coat, boots, hood, bunker pants, helmet, spanner, suspenders, and water/fireproof gloves, all of which shall be OSHA approved.

Section 3. The City will repair or replace damaged, worn or outdated turn-out gear which is listed above.

Section 4. All equipment issued to Fire Fighters shall be returned to the department upon termination except uniform shirts, uniform pants, and turn-out gear, as previous noted. If used equipment is to be re-issued, the equipment must be reconditioned, commercially cleaned and sanitized.

Section 5. Employees shall be reimbursed for the cost of repair or replacement of personal property damaged, lost, or destroyed in the course of employment.

ARTICLE VI

Death Benefits

Section 1. The trust fund currently in effect for the benefit of and payable to the families of members killed in the line of duty shall remain in effect and shall be payable as follows:

Fifteen thousand dollars (\$15,000) to the surviving spouse or designated beneficiary and ten thousand dollars (\$10,000) to each surviving child provided, however, that the maximum amount payable shall be thirty-five thousand dollars (\$35,000). In the event a member leaves a surviving spouse and more than three (3) children, the surviving spouse shall receive fifteen thousand dollars (\$15,000) and surviving children shall receive twenty thousand dollars (\$20,000) to be divided in equal shares.

Section 2. Employees who are disabled and retire pursuant to Section 207(a) of the General Municipal Law, shall be permitted to retain their Death Benefits Coverage, as noted in Section 1 above, during their life and through retirement; i.e., Death Benefit Coverage shall not terminate upon their retirement from the Lackawanna Fire Department. Survivors of an employee covered under this section will receive such Death Benefits only if the employee's death was a direct result of his service connected disability.

Section 3. A guaranteed death benefit from the State of New York known as 360(b) will be provided by the City.

ARTICLE VII

Work Week

Section 1. The standard work week shall be forty (40) hours.

Section 2. The City shall accord members of the Association the right to substitute (trade) work shifts or any part thereof as long as the position is filled by another qualified City Fire Fighter.

A work shift (day) shall be defined as one (1) eight (8) hour tour of duty.

Any substitution (trade) which encompasses less than one (1) hour at the beginning or end of each shift shall be defined as an early relief.

It will be the responsibility of the Platoon Officer on duty to maintain full and complete records of happenings and platoon assignment changes during his time of duty. Any change (trade) cannot result in a monetary cost to the City.

When a Fire Fighter comes in to relieve another for a personal reason, that entry shall be made in the daily ledger by the Platoon Officer or man on watch. When a substitution (trade) for any other than personal reasons is made it shall be with prior knowledge of the officer in charge and it shall be recorded on the time sheet and in the daily ledger at each respective fire station by the Platoon Officer or the man on watch. In all instances of a mutual exchange, it shall be authorized through the officer in charge.

Each Fire Fighter shall assume the full responsibility of seeing that the total number of hours worked shall constitute a full year of service to the City. It is recognized that a slight adjustment may be necessary after the last month of the year. Therefore, it is agreed that the make-up for these hours must be completed within sixty (60) days after the beginning of the new calendar year; i.e., the make-up of hours must be complete by March 2nd.

Section 3. If the City contemplates changing the present twenty-four

(24) hour work shift, it agrees one hundred and twenty (120) days prior to making such a change to establish a committee composed of one (1) member appointed by the Association, the Mayor or his/her representative, the Fire Chief, and one (1) member of the City Council or its representative [a four (4) member committee]. The purpose of this committee is to investigate and study the feasibility of such change, and submit a report(s) to the Mayor, City Council and the Association, for approval by all parties at least thirty (30) days prior to the proposed implementation of such a change. These thirty (30) days are part of and included in the one hundred twenty (120) day period.

Section 4. The City agrees to allow Fire Fighters the option, at the beginning of each year (January), of choosing to take their Kelly Days as time off or in money. Once that decision is made it cannot be changed until the following year. Those who choose to take the days in money will receive this pay at straight time in one (1) check during the first pay period in December of any given year.

ARTICLE VIII

Holidays

All employees shall be given fifteen (15) holidays regardless of their work schedule. In the year of retirement, a retiree shall be entitled to 1.25 holidays for each month of service that year. The City agrees to allow Fire Fighters the option, at the beginning of each year (January), of choosing to

take their holidays as time off or in money. Once that decision is made, it cannot be changed until the following year. Those who choose to take the days in money will receive payment at straight time in one (1) check during the first pay period in December.

ARTICLE IX

Vacation Eligibility and Allowance

Section 1. For the purpose of computing the employee's vacation allowance, all time in the employ of the City is to be computed. The vacation schedule shall be:

After:	1 year	2 weeks
	5 years	3 weeks
	10 years	5 weeks
	18 years	6 weeks

A vacation week shall be defined as forty (40) hours.

Section 2. In the event of postponement of a regularly scheduled vacation due to illness requiring hospitalization of an employee, including out-patient treatment that prevents the member from performing his normal duties as a Fire Fighter, such employee shall be entitled to his regularly scheduled vacation period upon recovery from such illness.

Section 3. Blank vacation schedules shall be distributed in November of each year and finalized by January 1st.

Section 4. Two (2) members shall be permitted time off during the year. The total of two (2) men off could consist of two (2) men on vacation or any combination of accrued earned time.

Section 5. If four (4) or more members are retiring during the first sixty (60) days of any given year, the City has the option to schedule only one (1) member off during these sixty (60) days.

Section 6. A member shall be entitled to be paid in cash, at the time of his retirement from the City's service pursuant to the Civil Service Law of the State of New York or New York State Retirement System, for the monetary value of such unused vacation time standing to the credit of such member at the time of retirement. In the case of death in service of any member, such payment shall be paid to his beneficiaries.

ARTICLE X

Sick Leave

Section 1. All employees shall be entitled to sick leave with pay for personal illness/disability or illness/disability of the immediate family. Immediate family shall be defined pursuant to Article XII, Section 1. Sick leave credit shall accrue at the rate of one and one-half (1 and 1/2) days per month. Maximum of four (4) days per year for use of family members.

The sick leave herein provided for shall be cumulative, which is hereby construed to mean the accumulation of all unused sick leave which a member shall have to his credit as of the effective date of this contract. Every employee shall be allowed to accumulate up to a maximum of two hundred and fifty-eight (258) sick days. No employee, however, shall be entitled to carry over more than two hundred and forty (240) sick days leave

into the next calendar year. No covered employee, however, shall be entitled to use more than two hundred and forty (240) sick days leave with pay in any one (1) year of service.

Section 2. The City shall provide each employee, once in every year on February 1st, with a written statement of the sick time accumulated by the employee.

Section 3. Members absent from work on legal holidays during sick leave, vacation or disability arising from injuries sustained in the course of their employment, for all authorized leaves of absence and for authorized leaves without pay for not over twenty-four (24) days in any one (1) calendar year, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were on duty subject to the maximum limitation herein provided.

Section 4. If an employee is injured in a work related accident (Workers' Compensation), said employee will not accrue additional sick days during such absence.

Section 5. Each employee having not less than ten (10) years of service with the Department shall be entitled to sick leave at one-half (1/2) pay for personal illnesses after all of his sick leave has been used; provided, however, the total of all sick leave at half-pay (1/2) shall not exceed one (1) pay period for each completed year of service with the Department.

Section 6. Sick Leave Policy

- A. After five (5) undocumented (no doctor's slip) sick leave days [eight (8) hour shifts] the employee's pay will be reduced at the rate of one (1) day's pay [eight (8) hours] for each undocumented day used.
- B. After three (3) undocumented sickness-in-family (SIF) days, [eight (8) hour shifts] the employee's pay will be reduced at the rate of one (1) day's pay [eight (8) hours] for each undocumented (SIF) day used.
- C. This provision shall be in effect from January 1st until December 31st of each year.
- D. No verbal or written warning will be required before enforcement of this policy.
- E. An employee's seniority shall not be affected by the enforcement of this policy.
- F. An employee may provide documentation from his personal physician or the designated City physician at no out-of-pocket expense, after utilizing the provision of his health care contract (co-pay provision).
- G. Documentation shall be submitted to the Fire Chief's office within five (5) business days of the return to duty of the employee. The day of return to duty will be excluded from this five (5) business day calculation.
- H. The loss of a day's pay under the provisions of this policy shall not require the loss of a sick day from the employee's sick leave accumulation.

Section 7. After one (1) full shift (24 hours) of continuous sick

leave, the employee may be visited by an officer designated by the Department for the purpose of verifying the illness, and/or the Chief may request verification after twenty-four (24) hours of sick leave. Where there are indications of sick leave abuse, such sick leave absence may be subject to sick verification from the first day of absence.

Section 8. When an Association member is fully vested under the current retirement plan and becomes disabled, the City will make every effort to determine, from the employee, in writing, if his intent is to return to active duty. If the employee chooses not to return to duty, and if the City feels a need exists to fill the vacancy, the City will be free to hire for that vacancy.

ARTICLE XI

Personal Leave

Employees shall be entitled to four (4) days of personal leave each year. If unused in the calendar year, such days shall be converted to sick leave accumulation. Personal leave shall be taken in eight (8) hour increments.

ARTICLE XII

Bereavement

Section 1. An employee who has a death in the immediate family (parent, wife, child, grandchild, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparents, and stepchildren) shall be entitled to time off from the time of notification of death until the working day next following the funeral, provided, however, if the funeral is held on a day that the member is scheduled to work, he shall not be required to report for duty during that twenty-four (24) hour period.

Section 2. An employee who has a death of his aunt or uncle shall be entitled to one (1) tour day off [to a maximum of eight (8) hours] for each such death, to attend funeral services.

Section 3. In the event a member must utilize bereavement leave while he is on vacation, he shall not lose vacation time for the number of days he uses bereavement leave.

ARTICLE XIII

Association Business

The Association shall be entitled to time off with pay for the purpose of Association business in attending conferences, workshops, etc. A maximum of eight (8) days leave shall be provided for such meetings. Requests to attend such conferences,

workshops, etc., must be submitted in advance and approved by the Fire Chief. Such approval will not be unreasonably withheld.

ARTICLE XIV

New Appointments

Section 1. The City agrees to train each new appointment to the Fire Department for three (3) weeks and to fully equip him with the following turn-out gear: helmet, boots, coat, hood, bunker pants, spanner, suspenders, and water/fire proof gloves, all of which are OSHA approved, before assignment to a duty platoon. Three (3) sets of permanent press work uniforms shall also be included in this distribution.

Section 2. New appointments will be required to purchase a complete dress uniform, at their own expense, within one (1) month of the completion of the New York State Fire Fighter's certification program. Uniform specifications are provided in the Department's policy handbook. A copy of the sales receipt will be sufficient evidence to comply with this requirement.

ARTICLE XV

Health Insurance

(Deleted Section 1 and replaced with following)

Section 1. Independent Health C, Community Blue III or Univera equivalent. Currently IHC has \$15 and \$10/20/35 co-pays. CB has \$15 and \$10/20/30 and Univera has \$10/20/45 co-pays. In the event that co-payments are changed in the future by the carrier and these co-pays are no longer available for purchase by the City, employees are responsible for co-pay increases. \$500 Hospitalization deductible will be self insured by City. Delete reference to single tier Rx co-pay.

Section 2. Effective August 1, 2003 new employees hired after August 1, 1994, will pay fifteen (15%) percent of the premium of selected coverage.

Section 3. The City agrees to pay each employee the full cost of repair or replacement of glasses and/or teeth which are damaged, destroyed or lost in the line of duty.

Section 4. The parties agree that the City will certify to each employee that a copy of their health record is filed in their permanent personnel file.

Section 5. If an employee dies in active service his hospitalization shall be continued to be paid by the City for three (3) months after such death.

Section 6. Spouse of employees, who died in service, shall be permitted to join the Hospitalization Plan, if such spouse pays the premium. All spouses shall have sixty (60) days from the

date of ratification of this agreement or sixty (60) days from the date of death (whichever is later) to exercise such option. If such spouse remarries, this benefit shall be void.

The benefits included in this section shall not conflict with the provisions of the COBRA law; i.e., the employee shall have the better of both plans.

Section 7. Parties agree to the implementation of a Section 125 plan.

ARTICLE XVI

Retirement Benefits

Section 1. The City shall continue to cover all employees in the non-contributory retirement plan providing for the following:

A. Upon retirement, an employee covered by this contract will be granted the following benefit within the limitations indicated:

1. If an employee has two hundred (200) to two hundred forty (240) days accumulated sick leave, he shall be paid ninety percent (90%) of all such accumulated time.
2. If an employee has one hundred fifty (150) to one hundred ninety-nine (199) days accumulated sick leave, he shall be paid seventy percent (70%) of all such accumulated time.
3. If an employee has one hundred (100) to one hundred forty-nine (149) days accumulated sick leave, he shall be paid fifty percent (50%) of all such accumulated time.
4. If an employee has zero (0) to ninety-nine (99) days accumulated sick leave, he shall be paid twenty-five percent (25%) of all such accumulated time.
5. To be eligible for such payment, the employee must give written notice to the City by April 1st.

B. Section 384(e) of the Social Security and Retirement Law shall be available to all employees.

C. The right to purchase up to three (3) years credit for military service during World War II.

If the New York State Retirement Plan is modified to allow purchase of additional credits for military service, the City agrees to pass appropriate legislation enacting such modification. The parties agree this will be done only where there is no cost to the City.

D. The right to transfer credits within the system for a period of one (1) year.

E. If an employee dies prior to retirement his estate shall be paid the amount of accumulated sick leave according to the percent as set forth above.

Section 2. The City agrees to provide complete medical insurance coverage in the form of HMO's offered to an active employee for all members hereafter retiring.

Out of area - city will pay cost of coverage for retirees out of area upon proof of coverage and premium costs, up to a maximum equal to the cost of the most expensive HMO option.

ARTICLE XVII

Overtime

Section 1. In the event of an emergency as declared by the Mayor, Director of Public Safety, or the Fire Chief, an employee called to work during such emergency shall be compensated in the pay period immediately following the overtime worked. Overtime shall

be paid at time and one-half (1 and 1/2) of the employee's regular rate of pay.

Section 2. Any employee recalled to work or scheduled to work outside of his normal work schedule shall be guaranteed a four (4) hour minimum pay. In addition, there shall be no right for the City to make work, except of an emergency nature.

Section 3. An employee may apply for Administrative Overtime in the amount of two thousand five hundred dollars (\$2,500) if the employee has nineteen (19) years of service. Such overtime shall be on notice by April 1st of the previous year that the overtime is to be paid. Payment of such overtime shall be included in the employee's bi-weekly paychecks over a twelve (12) month period.

Employees who are involuntarily retired under Section 207 (a) General Municipal Law shall not be entitled to Administrative Overtime.

ARTICLE XVIII

Grievance Procedure

A grievance is a complaint or dispute by any member or group of members of an alleged violation of any of the terms and conditions of this Agreement between the City and the Association. No alleged grievance shall be entertained and shall be deemed waived unless presented at the first available stage within thirty (30) working days after the aggrieved party knew or should have known of the act and the condition on which the alleged grievance is based. The parties agree that the Fire

Chief and the Mayor or his/her designee, shall be vested with all necessary authority to settle the grievance.

Step 1. Any member having a grievance will submit it to the Fire Chief directly or through a representative of the Association with the view of settling the matter. The Fire Chief will have five (5) working days to submit an answer to the Grievant with a copy to the President of the Association.

Step 2. If the member having a grievance is not satisfied or the grievance is not resolved at Step 1, the grievance may be filed with the Mayor or his/her designee, who shall render his/her decision within five (5) working days, by submitting his/her answer to the Grievant with a copy to the President of the Association.

Step 3. In the event such dispute is not then disposed of in twenty-one (21) days, it may be referred by either party to arbitration.

A list of arbitrators and the selection procedure shall be provided by the Public Employment Relations Board.

The arbitrator shall have authority to apply the provisions of this Agreement, but he/she shall not have the authority to amend, modify or delete any of the provisions of said Agreement.

Any grievance that has not been submitted for arbitration within one (1) calendar year shall be considered withdrawn, unless mutually agreed upon, in writing.

The parties shall be bound by the rules and procedures of the Public Employment Relations Board.

The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the City and the

Association. The decision of the arbitrator shall be binding on both parties.

One (1) Association representative and necessary witnesses shall be allowed to attend a grievance arbitration hearing without loss of pay.

ARTICLE XIX

Working Conditions

Section 1. No Fire Fighter shall be required to perform other than Fire Fighter's duties in or for any other department or division of the City.

Section 2. It is agreed that there shall be assigned a minimum crew of two (2) to the Emergency and Rescue Truck, a minimum crew of three (3) to the Pumper, and a minimum of two (2) to the Aerial Ladder Truck. Anytime a Pumper is in service, a Lieutenant or other Officer shall be assigned to the truck with a minimum of two (2) Fire Fighters.

Section 3. As Orders of the Day or Standard Operating Procedure are changed by verbal orders of the Fire Chief or his designee, such orders must be followed up by written confirmation within twenty-four (24) hours of the verbal orders' effective date.

Section 4. The Parties agree that employees may be disciplined by the Director of Public Safety or his designee and the employee may appeal such discipline by filing a Demand for Arbitration with P.E.R.B. The arbitrator's decision and award shall be binding and final. This procedure shall be in lieu of and be

substituted for all rights and procedures under Section 75 and 76 of the Civil Service Law.

ARTICLE XX

SCHOOLING

Section 1. The City may permit members to attend non-required training courses relating to the Fire Fighters' profession. Such members, when attending such meetings, shall be allowed time off from their regularly scheduled duties to attend such courses and shall be compensated for all expenses incurred as the result of attending such courses, including, but not limited to, tuition, required books, text or materials, and travel expenses. The City shall not unreasonably withhold its permission.

Section 2. Employees who enter a Fire Protection Technology, Fire Science, or other college course, shall not have such course paid for, including the tuition, books, text and materials and travel expenses.

Section 3. In the event more members request to attend non-required training courses than the number the City may authorize, such requests shall be granted in the order of seniority, need, training, and expenses.

The City shall, however, as far as practicable, see that such training is equally distributed among the members.

Section 4. For the purpose of this Article, courses relating to the Fire Fighter's profession shall be deemed courses given by Erie Community College, American Red Cross, and any other accredited Fire Fighters' training course.

Section 5. All employees who complete an approved Associates Degree in Fire Protection Technology or other Associates Degree in Fire Science shall receive an annual incentive of five hundred dollars (\$500).

Section 6. All employees who are New York State certified Emergency Medical Technicians (EMTs), and who are assigned to the duty platoons, which included Alarm Operators and the Municipal Training Officer, shall be given seventy-five cents (\$.75) per hour, supplemental pay, for all such hours assigned and worked.

All new employees hired after August 1, 1996, as a condition of employment, shall have one (1) year from the completion of their New York State Fire Fighter's Certification Program to become certified as an EMT.

ARTICLE XXI

VACANCIES, PROMOTIONS, CALL-IN'S

Section 1. If the City determines that a permanent vacancy is to be filled, that position should be posted in all fire houses, listing the specific duty platoon, for a period of at least twenty (20) days. The City may temporarily assign an employee unrestricted, for a thirty (30) day period. Thereafter, the most

senior qualified employee applying for that duty platoon will be given the opportunity to fill that vacancy in the same classification. If no one applies, the City will assign the qualified employee with the lowest seniority in that permanent classification.

Section 2. Filling of permanent vacancies:

- A. All permanent vacancies that occurred during the year or that will occur before December 31st, if known, shall be posted for first round bidding by the first day of October for twenty (20) calendar days.
- B. Awards will be posted the twenty-fifth (25th) day of October and second round bidding will commence on the first (1st) of November and shall be posted until the tenth (10th) of November.
- C. Second round awards will be posted by the fifteenth (15th) of November.
- D. Bidding will include all Fire Fighter positions [including at least three (3) alarm room positions], Lieutenant and Captain positions.

Section 3. Seniority in Duty Platoon.

Permanent members of duty platoon will be allowed to bid off/on assignments, only if there is a qualified but less senior person available to fill such assignment within the same classification.

To bid off, an assignment must be within their job classification, on their duty platoon and assigned to their fire

station. A Fire Fighter regularly assigned to a particular position may be held in that position up to a period of six (6) months prior to reassignment. A Fire Fighter assigned to a particular position shall retain that position for a period of at least six (6) months.

A Fire Fighter assigned to a duty platoon must have successfully completed the first responder certification program.

Section 4. Acting/Temporary Promotions.

All non-permanent promotions shall be of two (2) types- acting or temporary.

- A.** Acting promotions shall apply to replacing of officers for days off, vacation, sick leave, and Section 207(a) disabilities. If the sick leave or Section 207(a) disabilities last longer than sixty (60) calendar days, the promotion shall be filled by a temporary promotion as noted in paragraph B, herein. The senior officer (time in title) is entitled to the promotion on a platoon-wide basis. Where a Civil Service list exists, the senior officer/fire fighter (time in title) who is on the Civil Service list is entitled to the promotion on a platoon-wide basis. Ranking on the list is not relative to the appointment.
- B.** Temporary promotions apply to replacing of officers for leave of absences, officers temporarily re-assigned from the platoon, no permanent officers assigned to the platoon, sick leave over sixty (60) calendar days, or Section 207(a)

disabilities over sixty (60) calendar days. Senior officer (time in title) is entitled to the promotions on a department-wide basis. Where a Civil Service list exists the Senior officer (time in title) is entitled to the promotion on a department-wide basis. Appropriate Civil Service rules and law shall apply where applicable.

Section 5. The City has agreed to establish three (3) separate call-in sheets or lists which shall be as follows:

- A. Fire Fighter's List - to replace Fire Fighters.
- B. Lieutenant's List - to replace Lieutenants (prior to using the Fire Fighter's List.)
- C. Captain's List - to replace Captains (if not available, then the Lieutenant's List shall be used prior to using the Fire Fighter's List).

When an unexpected or expected absence causes the crew to be reduced to less than normal minimum complement, the crew will be brought back to minimum by call-in of a person(s) of the rank causing the unexpected or expected vacancy, using the policy as established in this section.

Section 6. Any "Call-In" overtime shall be compensated at time and one-half (1 and 1/2) of the employee's regular rate of pay, and deemed payable in the pay period immediately following the overtime worked.

ARTICLE XXII

General

Section 1. If any section, sub-section, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof. If a clause is held to be invalid, then the parties agree to make their best effort to negotiate a substantially equal substitute for the invalid clause within a reasonable period of time. The parties agree to meet within ten (10) days from the date of such invalidity of the clause.

Section 2. The City shall provide a copy of this Agreement to all bargaining unit members, plus 10 copies to the Union Attorney, within thirty (30) days of the initialed or signed final draft. Failure of the City to so provide within the thirty (30) days shall permit the Union to provide such copies and bill the City.

Section 3. All employees in the bargaining unit shall be permitted time off with pay to take Civil Service examinations for fire service positions.

Section 4. No employees in the bargaining unit shall be replaced with volunteer fire fighters.

ARTICLE XXIII

Management Rights

There is reserved exclusively to the City all responsibilities, powers, rights, and authority expressly or inherently vested in it by the Laws and Constitution of the State of New York and the United States, excepting where expressly and in specific terms limited by the provisions of this Agreement.

For:

THE CITY OF LACKAWANNA

**LACKAWANNA PROFESSIONAL FIRE
FIGHTERS ASSOCIATION**

BY: _____

BY: _____

DATE: _____

DATE: _____