

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Interest Arbitration :

between :

THE DUNKIRK PROFESSIONAL FIRE FIGHTERS'
ASSOCIATION, LOCAL 616 :

and :

THE CITY OF DUNKIRK

O P I N I O N

A N D

A W A R D

: PERB Case #IA85-15; M84-515
:
:

INTRODUCTION

The present matter before the Panel is an Interest Arbitration between the Dunkirk Professional Fire Fighters' Association and the City of Dunkirk. This procedure was invoked pursuant to the provisions of New York Civil Service Law, Section 209.4, and Part 205 of the Rules of Procedure of the New York State Public Employment Relations Board.

On August 19, 1985 a petition filed by the Fire Fighters' was received by PERB for Interest Arbitration. The City responded with its Answer which was received by PERB on September 4, 1985. The predecessor agreement expired on December 31, 1984. In response to the petition, PERB on September 16, 1985 designated a Public Arbitration Panel for the purpose of making a just and reasonable determination consistent with the statutory provisions and procedural rules applicable to the Interest Arbitration process.

The designated Panel was constituted as follows:

Douglas J. Bantle, Esq.	Chairperson
Brian Trill	Employer Appointee
James J. Mc Gowan	Employee Appointee

Because of scheduling problems Mr. Mc Gowan was unable to serve and Edward J. Fenell was appointed as the Employee Appointee on October 22, 1985.

The arbitration hearing was held on January 16, 1986, at the City

Hall of the City of Dunkirk. Both sides gave brief presentations on the major issues. Appearing for the City was Jane Love, City Attorney, and for the Union, Daniel R. Polowy, Esq.

The Panel has determined that no useful purpose would be served by an inclusion of a summary and a review of the parties respective positions which have been articulated by the parties in their Briefs.

The Panel in its deliberations and in making this Award has specifically considered comparisons of wages, hours, and conditions of the employees relative to wages, hours and conditions provided other employees engaged in the delivery of similar services, or involved in the application of similar skills under comparable working conditions. Additionally, it has similarly considered the proposals of the bargaining unit at hand relative to those prevailing in both public and private employment in comparable communities. The Panel has integrated into its evaluation consideration of the interests and welfare of the public and the Public Employer's ability to pay.

The Panel has weighed the evidence submitted including but not limited to the following, the hazards of this particular type of employment, physical qualifications required, educational demands, mental qualifications, and job training and skills. Further, it has considered the terms of preceding collective bargaining agreements between the parties, and the history of compensation and benefits provided therein.

The Panel decided to issue a complete document rather than just issue revisions of some of the sections. Following is the complete text of the Agreement as agreed upon by the Panel. Any Award of this

type includes compromises by both parties. It should be noted that the Panel is unanimous in this Award with the exception of two sections. Panel member Trill, the City Appointee, dissents in respect to the issues of Lieutenants' salary increases of One Hundred (\$100.00) Dollars over the prior contract for 1985 and an additional Fifty (\$50.00) Dollars in 1986 and to the increase in uniform allowance specified in Section 5.01 of the Agreement. The other two Panel members believe that the amounts of these benefits were justified on the grounds of comparability as well as minimal dollar costs as a percentage of the total budgetary outlays for this unit.

THE AWARD

The award shall consist of the terms and conditions set forth in the proposed contract negotiated by the authorized representatives of the parties except as herein modified:

The City of Dunkirk, hereinafter referred to as "CITY" and the Dunkirk Professional Fire Fighters' Association, Inc., Local 616, hereinafter referred to as "ASSOCIATION", shall observe the following provisions covering wages, salaries, benefits and terms and conditions of employment.

ARTICLE 1 - RECOGNITION

Section 1.01

The CITY recognizes the ASSOCIATION as the exclusive representative of all full-time members of the paid firefighters in the Dunkirk Fire Department, except the Chief, for the purpose of collective purposes of collective bargaining with respect to wages, salaries, hours and other terms and conditions of employment.

Section 1.02 - Association Membership:

When authorized by state enabling legislation, any present or future employee, who is not an ASSOCIATION member and declines membership shall have deducted by the CITY for payment to the ASSOCIATION each month during the term of this agreement an agency shop fee deduction in an amount equivalent to the amount of dues payable by a member. The CITY shall transmit the sums so deducted to the ASSOCIATION in the same manner as specified in Section 2.01 of this agreement. The ASSOCIATION shall establish and maintain a procedure providing for the refund, if any, to any employee demanding the return of any part of an agency shop fee deduction which represents the employees pro rata share of expenditures by the ASSOCIATION in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment and not related to the ASSOCIATION'S negotiating expenses and the costs of grievance representation for all members of the bargaining unit.

ARTICLE 2 - DUES CHECKOFF AND AUTHORIZATION

Section 2.01

Upon the written authorization from a firefighter on a form provided by the ASSOCIATION, the CITY will deduct from the salary of such firefighter such amounts for membership dues as the firefighter may specify and transmit such sums to the ASSOCIATION within five (5) days after the deduction has been made.

ARTICLE 3 - WAGES

Section 3.01 - Salary Levels for New Firefighters

It is the intent of the parties to this Agreement to continue to require all newly hired firefighters to complete three (3) full years of service as firefighters prior to receiving the maximum pay rate for

the position under contract in effect at any given time. All firefighters hired during the term of this Agreement shall be in one of five steps as specified below. As a firefighter proceeds through these steps, he/she shall receive the salary specified below for their step for the year in questions.

<u>STEP</u>	<u>January 1985</u>	<u>January 1986</u>
Starting Salary	\$17,696.00	\$18,798.00
Upon Completion of 6 Months of Service	\$18,538.00	\$19,694.00
Upon Completion of 12 Months of Service	\$19,381.00	\$20,589.00
Upon Completion of 24 Months of Service	\$20,224.00	\$21,484.00
Upon Completion of 36 Months of Service	\$21,067.00	\$22,379.00

Section 3.02

All firefighters hired prior to the effective date of this Agreement shall be paid pursuant to and consistent with the salary schedule set forth in Appendix A.

ARTICE 4 - HEALTH INSURANCE

Section 4.01

The CITY shall pay the full premiums for Blue Cross and Blue Shield and Major Medical coverage, or comparable coverage by a carrier selected by the CITY. The CITY shall provide and pay for a Ten Thousand (\$10,000.00) Dollar term life insurance coverage for each firefighter. In addition to the basic Blue Cross and Blue Shield plan the CITY, at its own cost and expense, shall provide Blue Cross/Blue Shield Riders No. 4, 8, 9, 11, 12 and 16.

Section 4.02

The CITY shall maintain, pay for and keep in force a family dental plan through Group Health Incorporated and known as the M-1 Basic and 50% Prosthetics Allowance until November 30, 1986. In the event premiums for such plan are increased in excess of \$5.00 per month during the term of this contract, then the firefighters shall be responsible for payment of this excess amount. Commencing on December 1, 1986, and without interruption or loss of coverage, the CITY shall obtain and keep in force a family dental plan through Group Health Incorporated and known as the GHI Spectrum, Preventive and Diagnostic (Full Basic and 50% Prosthetic Allowance) including coverage for dependent children to age 23 for the balance of the term of this contract. The CITY shall pay for 85% of the premium for this plan, and the firefighters shall pay 15% of such premium.

Section 4.03

A retiring firefighter may elect to apply all or a portion of the retirement allowance specified in Section 12.02 toward the cost of continuing Blue Cross, Blue Shield and Major Medical coverages or comparable coverage by a carrier selected by the CITY. The election shall be final and must be made at least two weeks prior to the effective date of retirement. The amount of allowance to be applied toward insurance coverage shall be specified on a form to be provided by the Chief. Thereafter, that amount shall be applied solely to continue applicable insurance until the sum is exhausted. Retirees may, upon exhaustion of the retirement allowance, continue to maintain the same coverage at their expense provided the premiums are paid to the City Clerk at least one month in advance, and, provided further,

the insurance carrier permits such continued coverage; the CITY shall however, make every reasonable effort to continue such coverage for retirees including attempts to obtain such coverage through other insurance carriers.

Section 4.04

The CITY shall obtain and keep in force Blue Cross/Blue Shield prescription drug coverage and optical coverage upon the following terms and conditions: In 1985 and 1986 prescription drug coverage shall be provided and paid for by the CITY on a Two (\$2.00) Dollars co-pay basis without contraceptive benefits; optical coverage shall be provided in January of 1985 in accordance with Option 2 of the Blue Cross/Blue Shield plan, 50 percent of the premium shall be paid by the City and 50 percent of the premium shall be paid by the firefighter; as soon as practical and no later than February 1, 1986 the CITY shall pay for the full premium for such optical coverage.

Section 4.05

The CITY shall make payment of the sum of Fifty-Eighty (\$58.00) Dollars per firefighter or the total sum of One Thousand Eight Hundred Fifty-Six (\$1,856.00) Dollars to the Health and Welfare Fund of the ASSOCIATION on or before January 31, 1986; such payment shall be transmitted to the Treasurer of the Association by such date to be used by the firefighters for the purpose of providing a self insurance program for health, medical, hospital, life, dental or other insurance or insurable expenses of the firefighters and their deponents as determined by the ASSOCIATION and administered by it.

ARTICLE 5 - UNIFORM ALLOWANCE

Section 5.01

All firefighters shall be entitled to a uniform allowance of not more than Five Hundred (\$500.00) Dollars in 1985 and of not more than Six Hundred Fifty (\$650.00) Dollars in 1986. Such allowance shall be paid in the form of two equal lump sum payments to be made to each firefighter on January 31 and July 15 of each year. Additionally, in 1985 each firefighter shall receive a bonus payment or allowance in the amount of One Hundred (\$100.00) Dollars in order to purchase uniforms required to meet standards promulgated by the National Advisory Committee or Occupational Safety and Health. In the event that a firefighter has processed one or more uniform vouchers in calendar years 1985 and 1986, he/she will receive only the unexpended portion of his 1985 and/or 1986 uniform allowance on the dates set forth above.

Section 5.02

Upon probationary appointment, a firefighter hired during the term of this Agreement shall receive this uniform allowance for the year immediately upon appointment. A firefighter hired during the term of this Agreement shall be issued, at the expense of the CITY, the following items:

- (1) Turnout Suit - Coat and Pants
- (2) Boots - One (1) Pair
- (3) Helmet
- (4) Gloves - One (1) Pair

All items shall meet or exceed Occupational Safety and Health Act standards in effect at the time of issuance. Should any firefighter hired during the term of this Agreement not receive a permanent appointment, he/she shall return all of his/her uniform to the CITY.

Section 5.03

If a firefighter reports for duty in a uniform which is determined

by any commanding officer to be improper or deficient in any respect, then the commanding officer shall notify such firefighter of the deficiency and will allow the firefighter forty-eight (48) hours to correct the deficient or improper dress. The commanding officer shall record the circumstances and enter a report which shall be placed in the firefighter's personnel file. The commanding officer or the Chief shall, at the time of entry of such report in the firefighter's personnel file, serve notification in writing upon this ASSOCIATION by delivering such notification to one of its officers. A firefighter so notified shall be suspended for one (1) day without pay if such firefighter reports for duty in a uniform previously determined to be improper or deficient and forty-eight (48) hours have elapsed since notification. The one (1) day suspension without pay shall be imposed by a commanding officer as soon thereafter as possible and as the schedule permits.

It is further understood and agreed that Section 75 of the Civil Service Law is waived to the extent that it is otherwise applicable to such disciplinary matter but that a determination by a commanding officer in this regard is a grievable matter pursuant to ARTICLE 14. Multiple notification of improper or deficient uniform appearance shall subject a firefighter to disciplinary action in accordance with Section 75 of the Civil Service Law. The failure of the CITY to serve notification upon an officer of this ASSOCIATION shall not prohibit the CITY from taking further disciplinary action or proceedings with respect to such incident or interfere with the suspension. The provisions of this section shall not apply to that part of the uniform commonly referred to as "turnout gear".

Section 5.04

The CITY will provide reimbursement for repair or value, whichever is less, of clothing and personal effects damaged or destroyed during the course of and incident to the performance of official duties provided loss is not caused by the negligence of the firefighter and provided further that proof of loss is submitted to the Fire Chief as soon thereafter as practicable. A report of such loss must be made to the Chief or Assistant Chief on duty when such loss is sustained. Personal effects shall include such items as dentures, safety eyeglasses, wrist watches, etc., not covered by Workmen's Compensation, but shall not include any finger rings, necklaces or other jewelry not necessary for performing normal duties.

ARTICLE 6 - WORK SCHEDULE

Section 6.01

The normal work week shall be consistent with Chapter 12, Section 1015 of the Consolidated Laws of the State of New York, which provides in substance that no firefighter shall be required to work more than an average of forty (40) hours per week, computed during the current fiscal year of the CITY.

Section 6.02

In the event that a firefighter is required to return to or be called back to duty from an off duty status for any reason whatsoever, such firefighter shall be paid overtime at the rate of time and one-half, that is, time and one-half of one-fifth (1/5) of the member's weekly salary (whether the member works a 15 or 9 hour additional tour of duty), or receive compensatory time as hereafter set forth for all time during which he/she returns to duty as a result of such call. A

firefighter shall be considered on off duty status when he/she is not working his or her scheduled tour of duty. A firefighter working as a relief man, however, shall be considered to be called for an off duty status only after he has completed 20 days of work during his or her cycle. All relief men shall have completed 20 days in his or her cycle of work before any firefighter is recalled for overtime purposes. If all relief men are working a tour of duty and, therefore, are unavailable for duty, or all relief men have completed 20 days in their cycle of work, then the overtime system shall take effect in accordance with the following schedule.

During the period from May 1 through December 31 of each year all firefighters called back to duty from an off duty status shall be paid at the rate of time and one-half for each hour of overtime worked. During the period from January 1 through April 30 of each year a firefighter called back to duty from an off duty status shall receive compensatory time at a straight time rate for each hour of overtime worked in lieu of payment. Notwithstanding the above provisions, compensatory time shall be granted at a straight time rate in lieu of payment of overtime at time and one-half when a firefighter is required to attend training courses provided for in Section 18.01 of this Agreement and also when a firefighter is called back to duty to replace a firefighter that is attending a training program specified in Section 18.01, provided, however, that such replacement firefighter is required to work no more than four hours. In the event such replacement firefighter is required to work in excess of four hours, he/she shall be compensated by the payment of overtime at the rate of time and one-half for all hours worked.

No firefighter shall be required to work a double shift nor more than five consecutive calendar days.

Firefighters shall be eligible for overtime based upon seniority and a schedule for such purpose shall be maintained by the Chief who shall call back the next eligible firefighter for purposes of overtime work. This schedule shall indicate the time and date of each call to an eligible firefighter and also the reason the firefighter is unable to work in view of vacation, sickness, on duty, not contacted or declining to work. If a firefighter declines to work when contacted by the Chief, he/she shall be bypassed until a completed cycle of the seniority list has been made before eligible for additional overtime work.

A firefighter shall not be required to work a double shift nor more than five consecutive calendar days. In the event a firefighter is ineligible for overtime duty because of the foregoing circumstances, his or her name shall remain at the top of the seniority overtime list and the next eligible firefighter shall be called in his or her place.

When a firefighter is required to remain on duty beyond the end of his/her regular tour of duty for any reason, he/she shall receive overtime pay at the rate of time and one-half for all time worked in excess of one half hour after the end of such regular tour of duty.

ARTICLE 7 - HOLIDAYS

Section 7.01

All firefighters shall receive an additional compensation at the existing rate of 1/5th of weekly salary for the following full-day holidays and any other days designated by the Mayor as "holidays", whether or not a firefighter is required to be on duty during such

holidays:

New Year's Day
Lincoln's Birthday/the 12th day of February
Washington's Birthday/the third Monday in February
Good Friday
Easter
Memorial Day/the last Monday in May
Independence Day
Labor Day
Columbus Day/the second Monday in October
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

Commencing in 1986, any firefighter required to work on any of the above holidays shall be paid at the rate of time and one quarter of the rate set forth above (1/5th of weekly salary) for no more than three holidays worked per year.

ARTICLE 8 - VACATIONS

Section 8.01

Firefighters who complete the following periods of continuous service shall be entitled to annual paid vacations as follows:

<u>Complete Years of Continuous Service</u>	<u>Vacation</u>
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
20 years	5 weeks
25 years	6 weeks

Section 8.02

Vacation pay shall be computed at the regular full-time rate at the time the vacation is taken and no firefighter shall be permitted to waive vacation for the purpose of receiving double pay. If, for any reason, a firefighter is unable to utilize his vacation allowance in

the year it is scheduled to be taken, he shall submit a written request to the Mayor to credit the unused vacation time to the following calendar year allowance; provided, however, that this unused vacation credit shall be scheduled after all other vacations for the year have been scheduled pursuant to the provisions of Section 8.03. In order to qualify for a vacation during any calendar year, a firefighter must be on regular duty for the initial day of a calendar year.

Notwithstanding the vacation allowances specified in Section 8.01, a firefighter who has notified the CITY of his intended retirement, shall be granted two (2) additional weeks of vacation upon retirement which allowance shall be granted for the purposes of conversion into its per diem cash equivalent upon retirement. A firefighter shall be required to notify the CITY of his/her intended retirement thirty (30) days in advance of such date in order to be eligible for the additional vacation allowance specified in this paragraph. The CITY shall permit any retiring firefighter to convert all unused and accumulated vacation time into its cash equivalent upon retirement.

Section 8.03

Vacations shall be scheduled by the CITY and preference in vacation scheduling shall be based on seniority. Preference of first two weeks shall be drawn by seniority in the first draw; preference of the third week shall be drawn by seniority in the second draw and preference of the fourth week shall be drawn by seniority in the third draw. Preference of fifth week shall be drawn by seniority in the fourth draw and preference of sixth week shall be drawn by seniority in the fifth draw.

Preference as provided above for vacation leave must be submitted

to the Fire Chief by the 15th day of January in the year in which the vacation is to be taken. If said preferences are not submitted by this date, vacation time shall be scheduled by the Chief after consulting with the ASSOCIATION. Mutual changes, subject to approval by the Chief, shall be allowed; said changes to be requested at least one week in advance, except in an emergency.

Section 8.04

Upon a firefighter's death, retirement or resignation for other than disciplinary reasons, all unused vacation time shall be paid to the firefighter or his/her estate at the daily rate then in effect.

ARTICLE 9 - PERSONAL LEAVE

Section 9.01

Each firefighter shall be entitled to three (3) personal leave days per year. Personal leave days shall be granted upon receipt of a written approval by the Fire Chief. Personal leave days are non-cumulative. It is further agreed that each firefighter shall be entitled to convert one accumulated sick leave day (as provided for in Section 10.01) to be used as a personal leave day each year. All requirements for the granting of personal leave days as discussed above shall apply to this fourth personal leave day. A firefighter shall be allowed to convert unused personal leave days to sick leave days at any time.

ARTICLE 10 - SICK LEAVE

Section 10.01

All firefighters shall be granted sick leave at the rate of one (1) day per month. Said sick leave shall be cumulative. A firefighter shall be entitled to use all or any portion of his/her accumulated

sick leave in any year while employed. Sick leave shall be cumulative from the date of original appointment.

Section 10.02

Sick leave may be used only for the following reasons: personal illness, physical incapacity, or bodily injury or disease, without loss of pay.

Proof of illness upon request of the Fire Chief, must be furnished for absence of more than three (3) consecutive days. For absences of three (3) days or less, the CITY will not normally require proof of illness, unless, in the judgment of the Fire Chief, there is a question of unauthorized usage. Proof of illness shall include a doctor's certificate or a personal affidavit.

Section 10.03

The ASSOCIATION shall continue to maintain a system for the accumulation and transfer of sick leave days from one firefighter to another.

Section 10.04

Upon death or resignation for other than disciplinary reasons, up to 200 sick leave days shall be paid to the firefighter or his/her estate.

ARTICLE 11 - CONFERENCES AND CONVENTIONS

Section 11.01

Upon written request to the Fire Chief and upon approval thereof by him, a representative of the Association shall have the right to attend any ASSOCIATION function without loss of time or pay.

Section 11.02

Upon written request to the Fire Chief and upon approval thereof

by him, two (2) representatives shall have the right to attend the State Convention and the New York State Firefighters Regional conferences.

Section 11.03

If a firefighter is elected to a position in the New York State Professional Fire Fighters' Association, then he/she shall have the right to attend State Association functions without loss of time or pay.

ARTICLE 12 - RETIREMENT

Section 12.01

All retirement plans which the CITY subscribed to as of January 1, 1979 shall be continued. These include plans under Sections 302(9)(d), 375-c, 375-i, 384(f) and 384-d of the New York State Retirement and Social Security Law.

Section 12.02

When a firefighter elects to retire, he/she shall notify the Chief of at least two weeks in advance of his/her intent to retire and his/her anticipated date of retirement. A firefighter shall be entitled to a retirement allowance in the form of a cash payment to be paid in accordance with the following provisions. One-half of such allowance not to exceed 100 days shall be paid upon retirement. The balance shall be paid six months after the retirement date. Such final payment shall be made on the basis of a submitted voucher from the retiree. It is understood and agreed that a firefighter, nevertheless, may receive a cash payment upon retirement equal to the value of at least 100 days of accumulated and unused sick leave days standing to his/her credit upon retirement even if such sum exceeds the total of the value of one-half of the sick leave days accumulated by such firefighter.

Such allowance shall equal the converted value of accumulated and unused sick leave days up to a maximum of 200 days. The value of each accumulated sick day for the purpose of converting sick leave into said allowance shall equal one-fifth of the weekly salary of the retiring firefighter based on the salary schedule in effect at the time of retirement. A firefighter may elect to apply all or a portion of such retirement allowance to continue and extend health insurance coverages including dental, in accordance with the procedure established in Article 4.

It is understood that the retirement allowance provided herein is considered a reward for faithful and competent service and in no event shall a firefighter who is discharged or resigns for disciplinary reasons be eligible or entitled to the same.

ARTICLE 13 - DEATH BENEFIT

Section 13.01

The resolution adopted by the Common Council as relates to the provisions of Section 208-b of the General Municipal Law pertaining to death benefits for beneficiaries of firefighters shall be continued. Death benefits as prescribed in that section shall be payable in accordance with the terms and upon the conditions therein specified. Said resolution shall not be modified, repealed or rescinded during the term of this Agreement.

Section 13.02

The CITY shall provide a reimbursement payment for funeral and burial expenses not to exceed Four Thousand (\$4,000.00) Dollars to the family or estate of any firefighter who is killed in the performance of official duties or dies as a result of injuries sustained in the

performance thereof.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.01

A grievance shall mean any claimed violation, misinterpretation, or inequitable application of the terms and conditions of this contract, or of the existing laws, rules, procedures, regulations, administrative orders or work rules which relate to or involve employees' health or safety.

Section 14.02

STEP 1

An employee having a grievance will discuss it with the Fire Chief or Assistant Fire Chiefs, and a representative of the Union, with the view of settling the grievance informally. No alleged grievance shall be entertained unless presented at this first stage within ten (10) consecutive days after the aggrieved party knew or shall have known of the act and conditions on which the alleged grievance is based; unless so presented, it shall be deemed waived.

STEP 2

If the grievance is not resolved in Step 1, the dispute may be submitted, in writing, to the Chief within ten (10) consecutive days after notice to the firefighter that the grievance cannot be resolved informally. Such notice shall be in writing. The Fire Chief shall respond in writing within ten (10) consecutive days.

STEP 3

If the grievance is still not resolved in Step 2, it shall be submitted in writing to the Mayor within ten (10) consecutive days who shall then render his decision, in writing, within ten (10) consecutive

days.

If the grievance is not resolved or settled after the Mayor's decision, either party may request that the grievance be submitted to binding arbitration. That said request must be made in writing to the Mayor within fifteen (15) consecutive days after the Mayor has rendered his final decision. Such period shall not commence until written notice of the Mayor's decision is received by the grievant.

Section 14.03

The arbitrator shall be selected by mutual agreement between the parties within seven (7) consecutive days after the formal request for arbitration. If the parties are unable to agree upon an arbitrator with such time, the grieving party shall submit the grievance within thirty (30) consecutive days after such period to agree has expired to the Public Employment Relations Board. Grievances not so filed within the required time period shall be considered waived and not entitled to consideration.

The parties shall be bound by the rules and procedures of the Public Employment Relations Board. The decision of the arbitrator shall be binding upon both parties.

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

ARTICLE 15 - SUPERVISORY POSITIONS

Section 15.01

The CITY shall continue in effect the supervisory position of lieutenants in order to improve the organization and efficiency of the firefighters forces and promote the interests of the firefighters in regard to their health, safety and welfare as well as the welfare of

the inhabitants of this area.

Section 15.02

The Lieutenant on each shift shall operate the rescue truck. In the event a vacancy occurs on the rescue truck for a particular, then the vacancy shall be filled, if at all, in accordance with the bidding procedure set forth in Section 16.01.

ARTICLE 16 - APPARATUS VACANCIES

Section 16.01

All vacant assignments to apparatus shall be posted within five (5) days after such vacancy occurs. Any firefighter desiring to be transferred to such assignments shall submit their written request to the Chief within ten (10) days after such posting. The Chief shall prepare a list of applicants and appointments thereto shall be made by seniority provided the most senior firefighter has the ability to perform such duties. An appointee shall be allowed up to five (5) working days to train with another experienced operator in order to make the transfer smooth and orderly. If the most senior firefighter is bypassed in selection for such vacancy, said firefighter and the President of the ASSOCIATION shall be advised in writing of the reason therefore and may if he/she believes the Chief is in error, file a grievance concerning the same. In the event the CITY places new requirements upon any such vacancy, the most senior firefighter shall be given the opportunity to meet such requirements and all costs shall be borne by the CITY. All vacancies occurring because of illness or extended leave of absence not to exceed one year excluding those injured in line of duty, shall be filled by the senior relief person, said relief person shall be considered on regular status and scheduled

as such. The word "vacancy" in this section shall refer only to apparatus assignment and shall in no way be construed so as to require the CITY to fill a vacant position as it occurs.

Section 16.02 - Transfers and Reassignments

A firefighter shall not arbitrarily be transferred or assigned..

Section 16.03 - Recall

In the event all of the CITY'S regularly manned fire apparatus are committed to a fire scene or emergency situation, and in order to insure the safety and welfare of the members of the Dunkirk Fire Department and the residents of the CITY, the Fire Chief shall make every attempt to recall the number of firefighters that he deems necessary, from the off duty shift, to man the CITY'S reserve pumper, if any, and dispatch office, prior to any request for mutual aid from outside departments.

Recall will be on a seniority basis, with the available senior firefighters being recalled first. Any firefighter recalled shall be granted overtime pay at the rate of time and one-half for each hour worked.

Section 16.04

In the event a state of emergency or disaster is declared in the City of Dunkirk by the Mayor or someone acting in his behalf, members of the off duty shift will be recalled first on a seniority basis in accordance with the needs of the situation to be determined by the Fire Chief. Any further recall will be made at the discretion of the Fire Chief or his designee.

Section 16.05

If the Chief is unavailable, a lieutenant shall serve in such

capacity and accept the responsibilities for work in this position, and shall be compensated at the per diem rate of that position.

Section 16.06

If a lieutenant is unavailable for any reason and a firefighter is selected to serve in such capacity, he/she shall be selected from the existing Civil Service eligibility list for that position, if no eligible firefighter is on duty at that time, then the senior firefighter shall act as the lieutenant; such firefighter shall be compensated at the regular rate of pay for the position of lieutenant while serving in that capacity.

Section 16.07 - Staffing

During normal operations of the Fire Department, it is not the intention of the CITY to replace members of this Union in their jobs with either non-Union members or employees or volunteer firemen.

Section 16.08

Upon notification to the Fire Chief or Assistant Fire Chief, any firefighter shall be allowed to attend a regular or special union meeting while on duty, provided that such attendance shall not exceed one and one-half hours.

Section 16.09

A firefighter who is injured as a result of the performance of duties or who is taken sick as a result of the performance of his duties and who receives or is eligible to receive benefits provided by Section 207-A of the General Municipal Law, including any firefighter heretofore injured or taken sick during the course of performance of duties shall be entitled to the following benefits:

- (1) Basic Blue Cross/Blue Shield with existing riders and such additional riders as are to take effect during the period covered by the current agreement between the City of Dunkirk and the Dunkirk Professional Firefighters' Association, Inc., Local 616;
- (2) GHI Dental Plan;
- (3) Prescription Drug Plan;
- (4) Group Term Life Insurance in the amounts as specified in Section 4.01;
- (5) Accidental Death and Dismemberment in the amount of \$10,000.00;
- (6) Workers' Compensation Benefits; and
- (7) Major Medical Health Insurance.

Benefits provided under this section will terminate and not survive the expiration date of this Agreement except for any additional period required by Section 209-a(1)(e) of the Civil Service Law.

Both parties expressly agree that this provision has been a subject of lengthy negotiation and will continue to be so in the future. This provision shall not be construed to require continuation of benefits received by other members of this ASSOCIATION beyond resignation or discharge of such firefighter for disciplinary reasons.

ARTICLE 17 - HEALTH AND SAFETY COMMITTEE

Section 17.01

A Health & Safety Committee shall be created consisting of two (2) representatives of the CITY appointed by the Mayor who shall serve at the pleasure of the Mayor and two (2) representatives of the ASSOCIATION duly appointed by said ASSOCIATION. The Committee shall meet not less than once per calendar quarter and at such other times as called for by any two (2) representatives. Decisions shall be by a majority vote of the entire membership of the Committee.

The Health & Safety Committee shall from time to time review the

safety and health conditions of the City's Fire Department and based on this review, it may:

- (1) recommend the correction of hazardous physical conditions or unsafe work methods, including training procedures; and
- (2) recommend changes or additions to protective equipment, protective apparel and devices for fire fighting.

A recommendation shall include a target date for implementation. The Committee's recommendations shall be made to the appropriate public officer or body of the CITY having jurisdiction over the complained-of-condition. It is expressly understood that any recommendation involving the expenditure of moneys which were not budgeted for may only be implemented after the Common Council makes the necessary budgetary transfers.

The CITY shall make all reasonable attempts to implement any recommendations above described by the target date.

ARTICLE 18 - TRAINING

Section 18.01

Upon notification to the Chief and on recommendation of the Chief or Health & Safety Committee, and with approval of either the Chief or Health & Safety Committee, a minimum of two (2) firefighters shall be granted time off without loss of time or pay for any of the following training programs:

- (1) E.M.T. training and refresher courses
- (2) Firematic courses at the New York State Academy
- (3) Niagara Mohawk Safety School
- (4) Any other course that the Chief or Health & Safety Committee deems essential for the

upgrading of Personnel performance.

All reasonable and necessary costs incurred by a firefighter as a direct result of participation in said training program(s) shall be borne by the CITY. If a firefighter is required to attend a training program on a normally scheduled day off, all such hours spent participating in the training program shall be considered time worked, and the firefighter shall be granted compensatory time off on an hour-for-hour basis for said hours.

Section 18.02

The ASSOCIATION may request approval for attendance at certain specialized schools or courses for training that would be deemed advantageous to the CITY. Said approval to be given by the Chief and the Mayor. Expenses such as books and course fees shall be borne by the CITY. Firefighters shall suffer no loss of pay for attendance at said schools or courses.

ARTICLE 19 - AMENDMENT OF AGREEMENT

Section 19.01

If any other collective bargaining unit presently recognized by the CITY shall amend, alter or change its agreement with the CITY during its specified term, then the ASSOCIATION shall have the right to amend, alter or change this agreement to the extent such other agreement is so changed. This provision shall not be applicable to any changes or amendments which are the result of a renegotiation of an expired agreement between the CITY and another collective bargaining unit presently recognized by the CITY, or as a result of a change or amendment required by Law.

ARTICLE 20 - PRESENT ROUTINE AND
CUSTOM AND SCOPE OF
AGREEMENT

Section 20.01

The provisions of this agreement shall supercede any provisions heretofore made to the extent that they are specifically covered herein. Any matters which are a regular part of the present routine and custom of the Fire Department shall continue in force and effect if not covered by the provisions of this Agreement.

Section 20.02

The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement, and no verbal statement shall vary the provisions herein.

Section 20.03

Consistent with the New York State Taylor Law and the decisions of the courts and the Public Employment Relations Board thereunder, the Association does hereby reserve the right to negotiate the impact upon the terms and conditions of employment of members of the Fire Department that will or may result from any changes in Department policy, practices or procedures made by the CITY or its agents in the management, control and direction of the Fire Department. Such demand shall be made in writing by the President of the ASSOCIATION to the Chief of the Fire Department, provided such demand shall be made within thirty (30) days after notification from the CITY that it has executed a change in the above.

ARTICLE 21 - SEVERABILITY

Section 21.01

In the event that any article, section or other provision(s) of

this Agreement is or shall be found at any time by a Court of competent jurisdiction to be contrary to law, then said article, section or provision shall not be applicable, performed or enforced, except to the extent permitted by Law, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 22 - COPIES OF AGREEMENT

Section 22.01

The CITY shall provide a copy of this Contract to all currently employed firefighters, and shall provide a copy to all newly hired firefighters within one (1) week of their first day of work. The Contract shall be printed in its current format and the cost and expense of printing shall be borne equally by the parties except that the ASSOCIATION shall be required to pay no more than One Hundred (100.00) Dollars for its share of the printing cost.

ARTICLE 23 - RECORDS

Section 23.1

All official files, documents, memoranda and records with respect to an individual firefighter's performance, vacation, seniority, Civil Service classification and status, discipline and any other records maintained or required to be maintained with respect to personnel functions shall be filed within the office of the personnel administrator.

ARTICLE 24 - TERM

Section 24.01

This Agreement shall be effective from the 1st day of January, 1985 and continue in full force and effect until December 31, 1986, and from year to year thereafter unless on or before August 1, prior to any

expiration date, either party may give notice to the other to commence negotiations for the following year. The parties shall meet no later than fifteen (15) days after such notice.

"THE CITY OF DUNKIRK IS AN AFFIRMATIVE ACTION, EQUAL
OPPORTUNITY EMPLOYER"

APPENDIX A

(1) Firefighters other than those listed in paragraph (2) below, shall receive an annual salary of \$21,067.00 effective as of January 1, 1985. Such salary shall thereafter be increased to \$22,379.00 effective January 1, 1986.

(2) The following firefighters shall receive the salaries and increases upon the dates below listed, which dates correspond to their length of service:

D. LAJEWSKI

January 1, 1985 \$20,288.00

May 17, 1985 Maximum

K. J. AHLSTROM

January 1, 1985 \$20,288.00

June 1, 1985 Maximum

J. POKOJ

January 1, 1985 \$20,288.00

November 1, 1985 Maximum

C. GRAVES

Starting Salary \$17,954.00

December 3, 1985 \$18,538.00

January 1, 1986 \$19,850.00

June 3, 1986 \$20,589.00

(3) All lieutenants shall receive an additional allowance of \$1,025.00 in 1985 which shall be increased to \$1,075.00 in 1986.

(4) All firefighters who have qualified as Emergency Medical Technicians shall receive an additional allowance of Three Hundred Seventy-Five (\$375.00) Dollars in 1985 and Four Hundred Twenty-Five

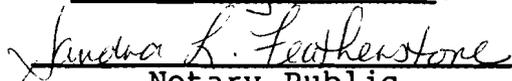
(\$425.90) Dollars in 1986. It is further understood and agreed that no more than four additional firefighters per year shall be allowed to qualify as Emergency Medical Technicians and that firefighters originally hired during the term of this Agreement shall be given preference to attend the Emergency Medical Technician course.

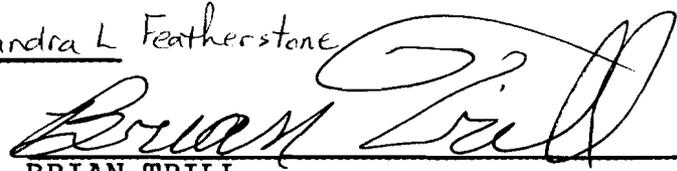
The Panel signing below accepts the foregoing Agreement unanimously with two exceptions. Mr. Trill dissents on the issue of the increase over the previous Agreement for Lieutenants found in Appendix A and on the increase in Section 5.01 of the Clothing Allowance.


DOUGLAS J. BANTLE, ESQ.
Chairperson

STATE OF NEW YORK)
) SS.:
COUNTY OF MONROE)

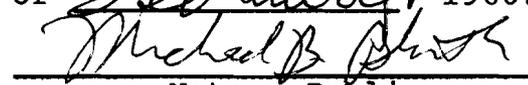
Sworn to before me this 15th day
of February, 1986.


Sandra L. Featherstone
Notary Public
Notary Public, State of New York
County of Monroe
My Commission Expires March 30, 1987

CONCURRING: 
BRIAN TRILL
Employer Panel Member

STATE OF NEW YORK)
) SS.:
COUNTY OF CHAUTAUQUA)

Sworn to before me this 14 day
of February, 1986.


Michael B. Bluth
Notary Public
MICHAEL B. BLUTH, No. 4698072
Notary Public State of New York
Qualified in Chautauque County
My Commission expires March 30, 1987

CONCURRING: 
EDWARD J. FENNELL
Employee Panel Member

STATE OF NEW YORK)
) SS.:
COUNTY OF Albany)

Sworn to before me this 20th day
of February, 1986.

Janet LeBeau

Notary Public, State of New York
Albany Co., Comm. Exps. 3/30/87.

I dissent on the issues of the Lieutenants' salary increases and
the increased uniform allowance as stated above.

IN DISSENT:

Brian Trill

BRIAN TRILL
Employer Panel Member

STATE OF NEW YORK)
) SS.:
COUNTY OF CHAUTAUQUA)

Sworn to before me this 14 day
of February, 1986.

Michael B. Bluth

Notary Public

MICHAEL B. BLUTH, No. 4696697

Notary Public State of New York

Qualified in Chautauque County

My Commission Expires March 30, 1987