AGREEMENT BETWEEN

CITY OF OGDENSBURG, NEW YORK

AND

OGDENSBURG FIREFIGHTERS ASSOCIATION
LOCAL 1799, A.F.L., C.I.O., I.A.F.F.

2017 - 2019

TABLE OF CONTENTS

ARTICLE 1 3

ARTICLE 2 - Recognition..... 3

ARTICLE 3 - Check Offs..... 3-4

ARTICLE 4 - Probation Period..... 4

ARTICLE 5 - Seniority List..... 4

ARTICLE 6 - Hours of Duty..... 4

ARTICLE 7 - Vacation..... 4-5

ARTICLE 8 - Sick Leave..... 5-9

ARTICLE 9 - Leave of Absence..... 9

ARTICLE 10 - Health Insurance..... 9-11

ARTICLE 11 - Funeral Leave..... 11

ARTICLE 12 - Out of Title Work..... 11-12

ARTICLE 13 - Uniform & Protective Clothing..... 12

ARTICLE 14 - Overtime..... 12-13

ARTICLE 15 - Personal Leave..... 13-14

ARTICLE 16 - Retirement..... 14

ARTICLE 17 - Paid Holiday..... 14

ARTICLE 18 - Compensation & Staffing..... 14-15

ARTICLE 19 - Promotional Exams..... 15

ARTICLE 20 - Vacancies..... 15

ARTICLE 21 - Release for Assoc. Bus. & Use of City Bulletin Bd..... 15-16

ARTICLE 22 - Grievance Procedure..... 16-17

ARTICLE 23 - No Strike Provision..... 18

ARTICLE 24 - General Provisions..... 18

ARTICLE 25 - Code Enforcement Duties..... 18-19

IAFF Rate Schedule..... 20

ARTICLE 1.

Section 1. General

This agreement entered into this 27th day of December 2016 by and between the City of Ogdensburg, New York, (herein after referred to as the City), and Local 1799 Ogdensburg Firefighters Association, A.F.L., C.I.O., I.A.F.F., Ogdensburg, New York (hereinafter referred to as the union). In order to increase general efficiency in the Fire Department to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights and well being the members of the Fire Department, hereby agree as follows:

Section 2. Public Employees

The Fire Department and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public. Officers are not only to abide by the contract, but also to comply with all rules and regulations as promulgated by management not inconsistent with this Agreement. Should there be any doubt as to the officer's obligations he shall, under penalty of discipline, comply with the rules and grieve, if he feels he has been wronged. The disciplinary measure stands should he be found to have violated the rules and regulations or any clause in this contract.

Section 3. Management Rights Clause

Unless specifically abridged, delegated, granted or modified by this agreement, nothing in this agreement shall limit the City in the exercise of its function of management, under which it shall have, among others, the right to hire new employees and to direct the working force, to promote, to discipline, suspend, discharge for cause, or lay off employees in accordance with State Civil Service Law, and require the employees to observe City and departmental rules and regulations, to decide the services to be provided the public, type and location of work assignments, the number of employees assigned to a particular job, schedules of work, work standards, and the methods, processes and procedures by which such work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, except as specifically abridged, delegated, modified, or granted by this agreement, all the rights, powers, and authority the City had prior to the signing of the agreement are retained by the City and remain exclusively and without limitation within the rights of the City.

ARTICLE 2. Recognition

For the purpose of collective bargaining with respect to rates of pay, wages, or salaries, hours of work, and other terms and conditions of employment, the City recognizes the Union as the exclusive representatives and agent for all permanent full time employees 35 hours work week or more of the City of Ogdensburg Fire Department, except the Fire Chief.

ARTICLE 3. Check Offs

Upon the written authorization by an employee and approved by the Union President, the City

agrees to deduct from the wages of each employee the sum certified as initiation fees, assessments, and Union dues and deliver the sum to the Union Treasurer bi-weekly. If any employee does not have a check coming to him or the check is not large enough to satisfy the assessments, no collection shall be made from employee for that bi-weekly period. The Ogdensburg Firefighters Association having been recognized as the exclusive representative of employees within the bargaining unit represented by this agreement, shall be entitled to have deductions equivalent to the amount of union dues made from the salary of employees of said bargaining unit who are not members of the Union.

The Association shall indemnify and save the City harmless against any and all claims, demands, suits or other liability that may arise by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

ARTICLE 4. Probation Period

All new employees, except provisional or temporary appointees, shall serve a probationary period, a minimum time to be determined by employer, and to a maximum of one year, and shall have no seniority rights during this period, but shall be subject to all other terms of this agreement. All such employees who have satisfactorily completed their maximum probationary period shall be appointed as permanent employees. The seniority of all employees in the unit will commence from the date of their initial appointment as firefighters.

ARTICLE 5. Seniority List

The Fire Department shall establish a seniority list of all members of the unit and post such list annually on January 1 of each year and said list shall remain appropriately posted for thirty continuous days thereafter and a copy of same mailed to the secretary of the Union. Any objections to the seniority list as posted shall be reported to the Fire Chief within thirty days or it shall stand approved. Seniority shall be determined as follows: first by rank, second by continuous service in rank; third by date of appointment to previous rank or ranks; fourth by date of permanent appointment to department; and fifth by highest score on civil service list from which appointments were made.

ARTICLE 6. Hours of Duty

The basic work schedule for the department shall be so established that the average weekly tour of duty other than hours during which such member may be summoned and kept on duty because of a conflagration or major emergency, shall be a (4) platoon system with an average work week of (40) hours. It is understood that the tour of duty on the work schedules shall be divided into 10 and 14-hour periods with Sundays being a 24-hour period. The compensatory time (110 hours) will be scheduled in a like manner for all employees. Individual temporary work schedule changes defined as less than 3 months in length may be instituted by the Chief.

The Municipal Training Officer for the Ogdensburg Fire Department shall hold the rank of a Captain or Assistant Chief.

ARTICLE 7. Vacation

Vacation shall be 130 hours. Employees hired after June 1, 2013 who have less than 2 full

calendar years of service shall earn 8 hours of vacation for each month worked of their complete service. Vacation time is earned in year prior to year used. New employees shall select their vacation time, based on their vacation days earned, at the same time all other unit personnel pick their time. Vacation and 38 hours holiday time shall be selected for 28 days to run continuously and to coincide with a normal 28 day work cycle. The remainder of holiday time shall be selected in accordance with Article 17.

Vacation pay will be given to employees prior to their vacation period provided they notify the City of such election at least one month prior to the start of their vacation periods. Vacation shall be chosen starting December of each year. All vacation and holiday leave for employees will be posted in the station January 1. Vacation will be selected in accordance with seniority by assigned shift.

Members will have the option of selling back up to 130 hours of vacation time per year at the standard rate of pay (up to 84 hours in 2013). The member must notify the City on or before September 30 of each year of the amount of time the member wishes to sell back. The City will make payment by separate **direct deposit** prior to February 1 of the following year. The dates and times of the vacation hours to be worked shall be submitted to the Fire Chief, in writing, at least five days prior to the start of the vacation period. Requests for time off during scheduled vacation buy back hours will adhere to the guidelines for the type of time requested. Shift exchanges shall be allowed.

Vacations, holidays and compensatory time shall be allowed two firefighters for the same period of time.

ARTICLE 8. Sick Leave

a) All regular employees shall be entitled to accrue 156 hours of paid sick leave annually up to a maximum of 2400 hours.

b) Sick leave shall accrue at the rate of 12 hours per 28 day work cycle.

c) Time deducted for sick leave will be at the rate of one hour for every scheduled hour of work.

d) Sick leave may be taken for an illness an employee may contract or any exposure to contagious disease he may experience which the health of others would be endangered by his attendance. A certificate of inability to work by reason of illness from a licensed doctor of medicine or Osteopathy or such other evidence of illness and inability to work as the City Manager may deem necessary may be required as evidence of the illness before compensation for the period of illness is allowed. When an employee is on sick leave, he or she shall account for their time to their superior. It is understood that a person be allowed reasonable latitude in regard to emergencies, drug store trip, etc. However, the employee will give an explanation of their whereabouts if requested. In the event, the explanation is inconsistent with medical necessity or restrictions the employee may be subject to disciplinary action.

e) Absence report - When an employee is not able to report to work because of illness or injury, he shall report this fact, or cause it to be reported to his supervisor, division office, or other designated person by telephone or other means 30 minutes before the regular starting

time of his work shift. Unless this requirement is fulfilled, no sick leave will be approved except in unusual circumstances and then only after approval by the Duty Officer. In cases of frequent or repetitive sick leave, the supervisor may require a physician's certificate as proof of illness. A physician's certificate of proof of illness may also be required after the second consecutive day of illness.

f) Illness at work - When an employee becomes ill while at work, and does not feel able to complete his work day, he shall report the fact to his immediate supervisor. If illness continues into the next working day, a normal absence report is required.

g) Supplemental absence reports - When an absence due to illness continues for a period in excess of one week, the employee or member of his family shall report at weekly intervals giving the employee's condition, progress, probable date of return and the name of the attending physician.

h) An employee's eligibility for payment of compensation for time allegedly lost due to illness or contagious disease contact shall be determined by the department head and his decision shall be final subject to the grievance procedure.

i) Charges against sick leave will be made for time lost on account of illness for which the employee would have received pay and during which normally he would be required to work.

j) Anticipated sick leave - "Except for employees with less than six months of employment with the City," sick leave may be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependent upon the employee's previous sick leave record and must be approved by the employee's department head and the City Manager.

k) Upon separation from the service, the employee shall be charged for sick leave in excess of the amount accumulated.

l) Chronic sick leave - In the event an employee is repeatedly on sick leave, the department head will require the employee to have a physical examination to determine his physical fitness to perform his assigned duties. In the event no such action is taken by the department head, the City Manager will require this examination of the employee after duly notifying the department head. If, after the examination, it is determined that the employee has no physical reason for repeated absence, he will be advised in writing that continuance of the practice will make him liable for discharge.

m) The City will make cash payments annually for unused sick leave according to the following schedule:

Sick Hours	Bonus Hours
0	24
1-14	20
15-24	16
25-38	8
Over 38	0

In addition to above the City recognizes employees who have accumulated the maximum 2400 sick hours; the City agrees to make cash payments annually for unused sick leave according to the following:

Sick Hours Taken	Bonus Hours
0	24
1-14	20
15-24	16
25-38	8
Over 38	0

Cash payments will be made according to an equivalent hourly rate determined by dividing the annual base salary by 2080 hours. Payments will be made on or about December 15th of each year. Benefits under this program are based on attendance from December 1st of each year through November 30th of the following year. The bonuses will be awarded to eligible employees who are on the payroll on November 30 and who are continuously employed by the City for the year immediately preceding that date.

The intent of this program is to reward individuals who have outstanding attendance records. Each unpaid absence not previously approved prior to a scheduled work day will be considered as a sick day taken for purposes of computing this benefit.

n) Accumulated sick leave shall be paid to retirees pursuant to one of the following options selected by the retiree:

Option 1: The City will make an additional one-time cash payment to any employee at retirement, equivalent to 30% of that employee's accumulated sick leave. In the event of the employee's death prior to retirement, provided that the employee was in good standing, the employee's estate shall be entitled to such cash payment. The maximum such payment shall be equivalent to 720 hours. Employees shall also receive 50% credit of sick-time in the sick bank which credit shall be applied to satisfy the retiree and/or dependent's cost of health insurance benefits. **In the event of the employees' death either prior to or after retirement, the aforementioned credit shall be applied to satisfy their eligible dependents cost of health insurance benefits under the City's health plan.**

Option 2: The employee can receive 50% credit for the first 2400 hours of accumulated sick-time and 50% credit of sick-time in the sick bank which credit shall be applied to satisfy the retiree and/or dependent's cost of health insurance benefits. **In the event of the employees' death after retirement, the aforementioned credit shall be applied to satisfy their eligible dependents cost of health insurance benefits under the City's health plan.**

o) For employees who have in excess of 2400 hours sick time, and sick time accumulated henceforth by said members will be deposited in a "Sick Bank" for use by said members upon exhaustion of their personal sick time.

The sick leave bank program shall be administered accordingly:
- can only be drawn on when the 2400 hours are used;
- can only be contributed to when 2400 hours are accumulated by said employee;
- cannot be used to supplement the 720 hours for any cash payments.

p) Up to 72 hours of accumulated sick leave may be used per year to attend to the illness of a member of the employee's immediate family.

q) Excessive Sick Leave Usage.

Declaration of Policy. It is the purpose of this section to delineate the City of Ogdensburg's attendance expectations for its employees with respect to sick leave usage. The components of this procedure are designed to identify and deter excessive sick leave usage, and abuse. An employee's attendance history, and any other pertinent factors, shall be considered before any type of action, as outlined, is taken against an employee. All other contractual obligations and requirements are to be adhered to.

(A) Definitions.

(1) "Employee" shall mean any person covered by this agreement as provided for under Article 2. Recognition.
(2) "Employer" shall mean the City of Ogdensburg or its designee.
(3) "Sick Leave" shall mean any full or partial workday taken off by means of sick leave usage.
(4) "Family Sick Leave" shall mean any full or partial workday taken off by means of sick leave usage for illness of an immediate family member, as defined in Section "q" of this Article.
(5) "Sick Leave Occasion" shall mean any usage of sick leave, hours or days, unbroken by a return to work.
(6) "Occasion Time Frame" shall mean any continuous 12-month period.
(7) "Prior Approved Sick Leave" shall mean sick leave usage for doctor's appointments, medical testing, etc., for which employer notification was made, and approval granted.
(8) "Attendance Evaluation Criteria" shall mean the total number of sick leave occasions in any Occasion Time Frame, and the possible actions to be taken against an employee.
(9) "Hardship" shall mean unusual cases which may be determined exempt from this procedure, i.e., chronic serious illness, Employee Assistance Program referrals, serious family emergencies, etc.

(B) Absence Review. The employer shall, on a continual basis, monitor sick leave usage records of all employees covered by this agreement. Such review shall include, but not be limited to:

(1) The total number of sick leave occasions in any Occasion Time Frame,
(2) Whether such number of sick leave occasions exceeds the following pre-determined guidelines (Attendance Evaluation Criteria),
(3) A determination as to whether the Attendance Evaluation Criteria should be strictly adhered to, taking into account sick leave usage history, hardship, overall work record, or any other extenuating factors or circumstances.

(C) Attendance Evaluation Criteria.

(1) Number of sick leave occasions in any Occasion Time Frame exceeds five - the employee may be subject to informal discussion with the employer.
(2) Number of sick leave occasions in any Occasion Time Frame exceeds six - the employee may be subject to formal counseling by the employer.

(3) Number of sick leave occasions in any Occasion Time Frame exceeds seven - the employee may be subject to a written warning.
(4) Number of sick leave occasions in any Occasion Time Frame exceeds eight-the employee may be subject to disciplinary action that shall include suspension of any non-contractual privileges, or any other allowable penalty which is deemed appropriate by the employer.

(D) Sick Leave Occasions Not Counted in Occasion Time Frame.
(1) Prior Approved Sick Leave, with medical documentation provided by the employee.
(2) Family Sick Leave, with medical documentation provided by the employee.
(3) Any sick leave usage documented by a doctor does not count against the employee in evaluation criteria.
(4) Any three occasions of family sick leave per calendar year, not to exceed a total of twenty eight hours of leave utilized, without medical documentation.
(5) Medical documentation, absent unusual circumstances, must be provided within seven (7) days of a return to work.

ARTICLE 9. Leave of Absence

a) Leave of absence without pay not to exceed one year may be obtained subject to approval of the City Manager.

b) A leave of absence with or without pay may be obtained as an educational leave subject to the approval of the City Manager if such leave is for the purpose of acquiring educational training which will increase the efficiency and usefulness of the employees to the Fire Bureau.

c) Leave of absence - To obtain other employment will not be granted. Reinstatement within one year of the date such termination becomes effective may be provided according to the Civil Service Law.

ARTICLE 10. Health Insurance

Section 1. The City will continue to provide a comprehensive health insurance plan similar in scope and benefits to the plan currently in effect for the duration of this agreement.

Section 2. The City will pay 100% of the cost of the City's current health plan for the employee together with 100% of the cost of the current health plan for the dependents included in his/her plan. Health plan coverage for new employees begins from the first day of his/her employment.

Section 3. The City will pay 100% of the cost of the City's current health plan for employees retiring under the terms of this contract together with 35% of the cost of the City's current health plan for any dependents of employees retiring under the terms of this contract.

Section 4. For employees hired after 12/31/2010, the City will pay 60% of the cost of the City's current health plan for such employees retiring under the terms of this contract, and 35% of the cost of the City's current health plan for dependents of such employees retiring under the terms of this contract.

Section 5. In the interest of public safety and in accordance with other health requirements, the City may require an officer to take a psychiatric evaluation. The cost of said evaluation will be borne by the City. The results of said evaluation shall be furnished to an employee upon his request.

Section 6. Effective January 1, 2005, employees will pay $15.00 bi-weekly for health insurance coverage. Effective January 1, 2012, all employees shall pay $20 bi-weekly for single coverage, $25 bi-weekly for employee plus one coverage, and $30 bi-weekly for family coverage based on employees selected plan. These rates will increase 2.4% in each and every subsequent year.

Commencing January 1, 2015, the employee shall be obligated to pay the following based on employees selected plan:

Single	$ 572.00 per year payable bi-weekly
Single +1	$ 900.00 per year payable bi-weekly
Family	$1,100.00 per year payable bi-weekly

Commencing January 1, 2016, should the City's health insurance increase, the bargaining unit's increase for health insurance shall increase by the same percentage up to a maximum of 8%.

Commencing January 1, 2017, rates are as follows (increase of 8% - 2016, 5% - 2017):

Single	**$ 649.00 per year payable bi-weekly**
Single +1	**$1,021.00 per year payable bi-weekly**
Family	**$1,247.00 per year payable bi-weekly**

Upon retirement the bi-weekly health insurance contribution ceases and a retiree, if they choose to continue with the City's health insurance program will pay the negotiated rates described in Sections 3 or 4 of this article. Starting 1/1/2000 deductibles will be $150 per individual to a $300 per family maximum and starting 1/1/2012 major medical deductibles will be $150 per individual to a $300 per family maximum.

Section 7. The City agrees to withhold payroll deductions for the CSEA Employee Benefit Fund, plans Gold 12 (Vision) and Sunrise (Dental) for members of this Unit.

Section 8. Effective January 1, 2015, the City of Ogdensburg will pay employee $2,000 annually who opt-out of the City's health insurance program. Employees will have an open notification period between December 1 and December 15 of the year preceding the calendar enrollment year to notify the City Comptroller's Office that they are waiving health insurance benefits, for the following year, for themselves and any dependents they may have. The City Comptroller's Office will reimburse such employees by January 15 of the subject year. Employees will be required to certify that they are covered by their spouse's or another insurance certificate for health insurance. **If an employee re-enrolls in the City's health insurance plan during the calendar year for which they have received an opt-out payment, the opt-out payment shall be reimbursed to the City on a prorated basis.**

Section 9. The City will reimburse retired members, hired prior to June 1, 2004, and retired after January 1, 2002, for Medicare premiums paid.

Section 10. Prescription Plan The prescription plan effective January 1, 2012 is as follows:

Employees shall pay co-pays for all non-maintenance drugs as follows: $5 for generic, $20 for preferred and $35 for non-preferred brands; and mandatory generic substitution where available.

Employees shall pay co-pays for all maintenance drugs as follows: $10 for generic, $40 for preferred, and $55 for non-preferred brands per 90 day supply; with mandatory mail order and mandatory generic substitution where available.

There will be a $200 cap per individual and a $400 cap per family per year on all co-pays.

Section 11. An employee who chooses upon retirement not to cover a dependent(s) in the City's health plan can add that dependent(s) on to the City's plan at a later date. Said dependent(s) must have been eligible for coverage when the retiree was actively employed and must still be eligible (as per dependent eligibility provisions in the City's health plan). Retirees will have an open enrollment period between December 1 and December 15 of the year preceding the calendar enrollment year to notify the City Comptroller's Office that they wish to resume coverage for an eligible dependent.

ARTICLE 11. Funeral Leave

At the time of the death of a member of his immediate family as defined below, an employee shall be granted leave of absence for the purpose of making funeral arrangements, attending the funeral, etc. for a period of time which is of duration appropriate to the circumstances presented (such as out-of-town travel involved), and he shall be granted up to a maximum of two days prior and two days after the funeral with pay. The phrase "immediate family" for the purposes of this section shall mean: spouse; natural, foster, or step-parent, child, step children, brother, sister; father-in-law, mother-in-law; grandmother and grandfather; or any relative residing in the same household as the employee at the time of death. A leave of absence up to a maximum of one day before and one day after the funeral shall be granted for death of brother-in-law or sister-in-law of attending the funeral or making other necessary arrangements. An employee who wishes to attend the funeral for anyone outside of his immediate family (or brother-in-law or sister-in-law) as defined above will be excused from work without loss of pay for a period not to exceed four (4) hours with the permission of the Duty Officer for a local funeral or one shift for out of town funerals. If those days fall on an employee's scheduled time off, no compensatory time off is due him. It is the intent of this section that employees will not be denied such leave except in an emergency situation.

ARTICLE 12. Out of Title Work

When an employee is assigned by competent authority to work out-of-title at a higher rank than his regular rank for a period of time equal to or exceeding one shift (either 10 or 14 hours, as the case may be) 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 regularly to the higher title.

No employee, while on duty, shall be required to perform non-departmental duties except under emergency conditions as determined by the Fire Chief. This shall not prevent any member of the department from performing such duties on a voluntary basis. Non-departmental duties shall include the routine shoveling of fire hydrants.

ARTICLE 13. Uniform & Protective Clothing

a) The City shall retain the right to prescribe the uniform to be worn and the equipment to be used by departmental personnel.

b) The City will furnish employees with the following articles of uniform and equipment if such is required in the performance of their duties:

1. Uniform Cap
2. Uniform Cap insignia device
3. Uniform insignia shield
4. All protective clothing & equipment
5. Three (3) pairs of work uniform pants
6. Four (4) work uniform shirts
7. Cold weather uniform jacket
8. Light weight uniform jacket with insignia
9. Uniform black footwear at a cost to the City not to exceed $125.00 per year. Said footwear shall be selected by the employee subject to the approval of the Fire Chief. Such approval shall not be unreasonably withheld.

c) The replacement of unserviceable work uniform or protective clothing and furnishing new personnel with work uniform and protective clothing shall be under the supervision of the Fire Chief. The unserviceable equipment shall be returned to the department prior to issuance of any new equipment.

d) It shall continue to be the responsibility of the employee to supply the remaining articles of the regulation uniform. All employees shall keep their uniform in a neat and clean condition at all times.

ARTICLE 14. Overtime

a) Whenever an employee is brought back to work for any reason with the exception of attending scheduled training, he shall be paid for such time at time and one half off or at an hourly rate equal to one and one half times his equivalent hourly rate determined by dividing his annual base salary by 2080 hours, at the employee's option. The minimum payment for each such occurrence shall be equal to a payment of four hours at straight time based upon the above hourly rate. **An employee who requests Compensatory Overtime time off, when causing a shift shortage, must use a minimum of 2.5 hours on each occurrence.**

b) It is agreed that a monthly volunteer call-in list for non-emergency situation will be established by the Fire Chief. Said list will be utilized when non-emergency call-in is required (other than being called-in for a fire). However, it is understood by the parties that if persons on said list are not readily available or if names on list prove to be inadequate, the Fire Chief may call-in other members of the work force as required.

c) There shall be a 200 hour maximum accumulation of overtime. Employees shall be paid in December for any overtime accumulation over 200 hours.

d) Wherever the employee has an option of being reimbursed for overtime in either time and one-half paid or time off, he must tell the duty officer of his choice. Accumulated unused overtime at the end of a given year will continue to be carried until used. Employees will have the option of cashing in up to 200 hours per year of unused time. For a sell back in excess of 100 hours per year, the member must notify the City on or before September 30 of each year of the amount of time the member wishes to sell back. The City will make payment prior to February 1 of the following year.

e) The Fire Chief has authority to call personnel into work to permit use of personal time under the unusual and special circumstances created when a firefighter or officer has been assigned to special duty such as fire inspector and detached from his regular shift. It is to be understood that this procedure will only be utilized when such special assignments are the sole reason for denying personal time, and in no circumstances will the cost to the City exceed $1000 in any given year.

f) Whenever an employee is held over to work for any reason, he shall be paid for such time at time and one-half off or at an hourly rate equal to one and one-half times his equivalent hourly rate determined by dividing his annual salary by 2080 hours, at the employee's option. The minimum payment for each such occurrence shall be equal to 1.5 hours if holdover is between 0 & 60 minutes based upon the hourly rate.

g) Training Overtime - Employees attending training during their scheduled time off shall be compensated in time and one half off only. The only exception to this rule will be employees attending training during their scheduled time off that is reimbursed by an outside agency. These employees will have the additional option of receiving time and one half paid. The minimum compensation for each occurrence shall be equal to 4 hours at straight time. Requests for training compensatory time off will be approved using the guidelines outlined in Article 15. c). Training overtime will not count towards the 200 hour maximum accumulation of overtime.

ARTICLE 15. Personal Leave

a) All employees shall be entitled to 48 hours personal leave time per year.

b) To the extent possible, personal time need not be taken in a complete tour of duty but must be taken in blocks of at least one (1) hour.

c) Upon request to the Duty Officer at least 12 hours before the start of a tour of duty and there is a work force of at least four firefighters plus one officer remaining on duty, or three firefighters plus two officers (exclusive of the Fire Chief), his request shall not be denied.

d) If after July 1st of any year, an employee has a balance of personal leave remaining for the preceding year, he shall be entitled for such remaining personal leave to a maximum of 36 hours times the hourly rate of pay. The hourly rate of pay shall be determined by dividing the annual base salary by 2080 hours. This clause shall apply for the period of this contract only.

e) It is mutually agreed between the parties that it shall be the duty of the employee to diligently use said personal leave during the period of the contract year. It is recognized that upon occasion personal leave must be denied in accordance with Section C and consequently, payment for unused personal leave is authorized under certain limited conditions as a matter of equity for said employee. The payment provision is for unusual circumstances and is not an alternative to use said personal leave. It is further agreed that the City will make reasonable effort to schedule the work force to permit the utilization of said personal leave to the extent feasible.

ARTICLE 16. Retirement

Section 1. The City agrees to continue the current 25-year 1/2 pay non-contributory retirement plan pursuant to Section 375-c and Section 384 of the New York State Retirement Law for the duration of the contract and agrees to continue to make the 1/60th retirement plan retroactive to 1938 for members who optioned not to join the 25-year plan. The City also agrees to make available the retirement option contained in Section 375-i. The City also agrees to permit employees to apply for retirement service allowance for military service in World War II, Section 41-b transfer of service for another system, Section 43-g and other military service as provided in subdivision 4, Section 243 of Military Law.

Section 2. Beginning January 1, 1987 the City agrees to institute the New York State Retirement Plan 384-D.

Section 3. (Retirement Incentive): Employees who give a written notice of intent to retire to the City Manager, with retirement effective no later than December 31, 2015, shall be entitled to a $20,000 retirement bonus.

ARTICLE 17. Paid Holidays

The following holidays shall be paid for under the following conditions whether worked or not:

New Year's Day	Election Day	Veteran's Day
President's Day	Thanksgiving Day	Christmas Day
Memorial Day	Day after Thanksgiving Day	Good Friday
Labor Day	July 4th	Columbus Day

A holiday falling within an employee's paid sick leave or vacation period shall not be charged against sick leave or vacation period. Total hours of holiday time will be ninety-six (96) hours. Thirty-eight (38) hours of holiday time to be used with vacation time. The remaining fifty-eight (58) hours to be chosen from schedule prepared by Chief by seniority.

No special holiday or non-scheduled leave shall be granted any City employee unless it is extended to all members of this unit with the exception of snow days for City Hall employees.

ARTICLE 18. Compensation & Staffing

a) The City will implement for following salary schedule during the term of this contract. See Schedule "A" attached.

b) Effective January 1, 2008, a $500 stipend will be paid to all employees who are EMT certified. Effective January 1, 2015 this stipend shall rise to $575. **Effective January 1, 2017 this stipend shall rise to $700. Effective January 1, 2018 this stipend shall rise to $750. Effective January 1, 2019 this stipend shall rise to $800.** This stipend is payable on December 1 each year and will be prorated based on the employees date of certification as an EMT. This stipend shall be in effect as long as EMT operations are continued as a City operation. The stipend shall be paid in a separate check.

c) Hazard Pay –

In the event that the full-time Bargaining unit employees on the City Payroll is less than 28, (excluding the Fire Chief) or any shift on duty contains less than 5 unit employees, for any reason, the City shall make hazard payments as follows: i) the members of any shift having less than 7 bargaining unit employees shall be paid the sum of $3.00 per hour for each hour worked on that shift in addition to their regular salary, however, notwithstanding the foregoing, in no event shall hazard pay be paid during the first 45 days **or the time period prior to the first available Recruit Firefighter Training course, whichever is later,** following the creation of a vacancy among bargaining unit employees; or ii) the members of any shift on duty having less than 5 bargaining unit employees, for any reason, shall be paid the sum of $5.00 per hour for each hour worked on that shift in addition to their regular salary.

Where there are 28 employees on the City Payroll, the shifts shall consist of 4 shifts of 7 bargaining unit employees and each shift must have an officer structure of one Assistant Chief, one Captain and 5 Firefighters.

This section 18 c) Hazard Pay shall **apply for the period of this contract only.**

d) All current and new hires will use the City's direct deposit program for payroll checks.

e) A minimum of 5 bargaining unit employees (4 firefighters plus 1 officer, or 3 firefighters plus 2 officers) shall be on-duty at all times unless otherwise mutually agreed to in writing for the period of this contract.

ARTICLE 19. Promotional Exams

Promotional exams shall be given in accordance with the rules of the Ogdensburg Civil Service Commission and Civil Service Law.

ARTICLE 20. Vacancies

When a vacancy occurs in any competitive class of the Fire Department, such vacancy will be filled as soon as practical from a Civil Service eligibility list. The Civil Service Commission shall be requested to maintain an active list of candidates for the position of firefighter at all times. In the event of an anticipated vacancy of a firefighter position the City upon notification by Local 1799 shall request the Civil Service Commission to establish an eligibility list if none exists.

ARTICLE 21. Release for Association Business &Use of City Bulletin Board

a) It is agreed that the Union may use City bulletin boards for the purpose of posting Union notices to Union members provided that such notices shall be clearly identified as union notices.

b) The City will give release time with pay to officers and delegates designated for Union business, but this shall be limited to a maximum of one person at any one time, for a total of three (3) union-related meetings per year. Loss time not to exceed (4) duty shifts per year.

c) Additional release time may be granted for Union business within the City limits with the approval of the Fire Chief.

ARTICLE 22. Grievance Procedure

a) Declaration of Policy. It is the purpose of this grievance procedure to provide an orderly process for the equitable and expeditious settlement of differences or grievances which arise in the employment relationship between the City, the employees and the Union. It is the goal of the parties to resolve disputes and/or grievances at the lowest possible administrative level and to provide a process through which the parties may present grievances free from coercion, restraint, interference, discrimination or reprisal. The provisions of this article shall be liberally construed for the accomplishment of these objectives.

b) Definitions.

1. Employee shall mean any person covered by this agreement as provided for under Article II Recognition.
2. Employer shall mean the individual designated by management to review and resolve grievances.
3. Association or Union shall mean Local 1799 Ogdensburg Firefighters Association, AFL, CIO, IAFF.
4. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement.
5. Supervisor shall mean the employee on the next higher level of authority above the employee and who normally assigns and supervises the employee's work.
6. Days shall mean all days other than Saturday, Sunday, and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

c) Grievance Process

1. Step One

a. The Union or an employee(s) claiming to have a grievance shall present this grievance to the supervisor orally or in writing within forty-five (45) days from the date of the incident or facts that give rise to the grievance.

b. The immediate supervisor shall meet with the parties within three days of the presentation of said grievance in an attempt to resolve the grievance. In the event the grievance is not resolved to the mutual satisfaction of the parties, the supervisor shall render a decision within two days following said meeting and shall notify the employee(s), his representative and the Union President of his decision.

2. Step Two

If not satisfied with the decision at Step One, the aggrieved party may, within ten days of the receipt of said decision, request a review by the Fire Chief. Said request shall be in writing. The Fire Chief may convene a meeting. The Fire Chief shall render a decision in writing within five days of the receipt of the request for review from the aggrieved party. Copies of the decision shall be given to the employee, his representative and the Union President.

3. Step Three

If not satisfied with the decision at Step Two, the employee and/or the Union, may request review by the City Manager. Said request shall be in writing and shall be submitted to the City Manager within fifteen days of the decision of the Fire Chief. The City Manager may, in his discretion, schedule a meeting with the aggrieved parties, union representatives and/or representatives of the City. The City Manager shall make a decision, in writing, within fifteen days of the receipt of the request for review from the aggrieved party. Copies of the decision shall be given to the employee, his representative and the Union President.

4. Step Four

The Union, or the aggrieved party with the approval of the Union, may, within fifteen days of the decision of the City Manager, appeal the decision rendered at Step Three. The aggrieved party shall request a panel of proposed arbitrators and the appointment of an arbitrator by the New York State Public Employment Relations Board pursuant to and subject to the rules of the Board. The decision rendered by the arbitrator shall be final and binding upon all parties to the grievance. The fees and expenses of the arbitrator and other joint expenses shall be borne equally by the parties. Each of the parties shall be responsible for paying its own fees and expense incurred in processing of the arbitration

The authority of the arbitrator shall be limited to the interpretation and application of the collective bargaining agreement. The arbitrator shall have no power to add to, subtract from or change any of the provisions of this agreement.

d) General Considerations

1. All grievance discussions, meetings, conferences, shall be conducted during a regular business day and normal work hours.
2. The time limits at any step(s) may be extended by written mutual consent of the parties.
3. The submission of the dispute to arbitration must be approved by the Union.
4. In the event of a failure on the part of an employee and/or the Union to process the grievance beyond Step One, the grievance shall be deemed to be withdrawn. If the employer or his representative fails to make a decision at Step One or Step Two within the required period of time, the grievance may be appealed to the next step by the employee and/or the Union in a timely manner. In the event the employer fails to render a timely decision at Step Three, the grievance shall be deemed to be upheld and in all respects final and binding upon the parties.

ARTICLE 23. No Strike Provision

The Union affirms that it will not engage in a strike.

ARTICLE 24. General Provisions

a) Term of Contract

This contract shall be for a period of three (3) years commencing January 1, 2017 and ending December 31, 2019. This contract shall terminate as the parties have agreed. The terms and conditions of the Taylor Law shall apply.

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 therefore shall not be effective until the appropriate legislative body has given approval.

No amendment or alteration of this agreement shall be binding unless it is in writing and signed by the City Manager and by a duly authorized representative of the Union after receiving authorization from the City Council.

The City shall defend and/or pay any settlement or claim arising against any employee of the Fire Department arising during the performance of his duties.

This agreement and all provisions herein are subject to all applicable laws, and in the event any provisions of this agreement is held to violate such laws, and provisions shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect, as if the invalid or illegal provision had not been a part of this agreement.

b) Employees who are absent from work due to illness, injury, or compensatory injury shall continue to accrue vacation, personal leave, holidays, and sick leave for the first nine months of absence. After nine months of continuous absence they will no longer continue to accrue such benefits while their absence continues. This provision will be retroactive to January 1, 1986.

c) The City will provide the members of Local 1799 with a deferred compensation plan.

Article 25. Code Enforcement

a) All employees will have 30 days from the signing of this agreement to sign a declaration stating whether or not they agree to perform the code enforcement duties outlined in this article. The signed declarations will be kept on file with the Fire Chief. Employees agreeing to perform these duties are hereinafter referred to as inspector(s).

b) The City will offer code enforcement training to all inspectors of this bargaining unit. All non-code certified inspectors are to be trained to the level of CCT.

c) Starting January 1, 2012, inspectors will perform code enforcement duties as follows:

1. Inspection and re-inspections of public assemblies and businesses only
2. Initial inspections will be scheduled by the codes office
3. Shift officers will assign inspectors to perform scheduled inspections
4. Re-inspections will be scheduled and performed by the initial inspector
5. The initial inspector will be responsible for the following paperwork:
    a. Initial inspection report
    b. Re-inspection reports
    c. Compliance letter

d) Inspectors shall perform these code enforcement duties for the duration of this contract, unless they are unable to do so due to authorized time off under the Family Medical Leave Act, disability or illness of the employee.

e) The total number of initial inspections scheduled for the year will be divided equally among inspectors. After an inspector completes one half of their determined number of inspections for the year (including all re-inspects and paperwork), 24 hours of "training overtime" (See Article 14g) will be awarded.

f) An initial inspector may request that additional inspectors go along to assist. Those that assist will not receive credit for the inspection to satisfy the minimum needed to receive 24 hours of "training overtime".

g) If the number of inspectors falls below eight (8), Article 18 c) shall become null and void and no hazard pay shall be due or payable for the duration of the agreement regardless of whether or not there are a minimum of 28 unit members on the payroll. However, the remaining inspectors shall continue to be obligated to perform inspections per the terms hereof.

h) Article 25 (a-g) shall **apply for the period of this contract only.**

This agreement is made and entered into this 27th day of December, 2016 by and between the City of Ogdensburg, New York, and the New York State Firefighters Local 1799, Ogdensburg, New York.

NEW YORK STATE FIREFIGHTERS, LOCAL 1799

BY Donald J McCarthy
PRESIDENT

CITY OF OGDENSBURG, NEW YORK

BY Sarah Purdy
CITY MANAGER

APPROVED BY THE COUNCIL OF THE CITY OF OGDENSBURG, NEW YORK

ON THE 14th DAY OF November, 2016.

ATTEST: Kathleen A Boucher

IAFF Rate Schedule
2016-2019
Schedule A

Yearly Increase	3%	2%	2%	2%
	2016	2017	2018	2019
Hiring Rate	$31,383	$32,011	$32,651	$33,304
1-2 Years	$36,276	$37,002	$37,742	$38,497
2-3 Years	$41,168	$41,991	$42,831	$43,688
3-4 Years	$46,062	$46,983	$47,923	$48,881
4-5 Years	$50,955	$51,974	$53,013	$54,073
Over 5 Years	$55,862	$56,979	$58,119	$59,281
Captain	$63,619	$64,891	$66,189	$67,513
Asst. Chief	$66,643	$67,976	$69,336	$70,723
Longevity				
Beginning 8 Years	$800	$800	$800	$800
Beginning 13 Years	$800	$800	$800	$800
Beginning 18 Years	$800	$800	$800	$800
Beginning 23 Years	$1,000	$1,000	$1,000	$1,000