

LABOR AGREEMENT

Between

CITY OF JAMESTOWN

And

JAMESTOWN PROFESSIONAL
FIREFIGHTERS ASSOCIATION
Local #137

January 1, 2016 to December 31, 2024

TABLE OF CONTENTS

		Page
ARTICLE I		1
ARTICLE II	RECOGNITION	2
Section	1. Bargaining Unit	2
Section	2. Deduction of Dues	2
Section	3. No Strike Clause	2
Section	4. Layoff Procedure	2
Section	5. Benefits While Laid Off	3
Section	6. Recall Procedure	3
Section	7. Seniority	3
ARTICLE III	MANAGEMENT RESPONSIBILITIES	3
ARTICLE IV	COMPENSATION	4
Section	1. Wage Schedules	4
Section	2. Rates for Higher Skills	4
Section	3. Overtime Pay	6
Section	4. Off-Shift Time	7
Section	5. Training Time	7
Section	6.	7
Section	7. Anniversary Dates	7
Section	8. Increases in Salary	8
Section	9. Starting Rates for New Employees	8
Section	10. Promotions	8
Section	11. Demotions	9
Section	12. Longevity	9
Section	13. Court Time	9
Section	14. Longevity	10
Section	15. Training	10
Section	16. State Municipal Code Enforcement Officer	11
Section	17. Captains	12
Section	18. Payment of Base Annual Salary	12
Section	19. Pay Days in Relation to Holidays	13
ARTICLE V	HOURS OF WORK	13
Section	1. The Standard Workweek	13
Section	2. Shift Changes	13
ARTICLE VI	HOLIDAYS	13
Section	1. Listed	14
Section	2. Pay for Holidays	14
Section	3. Pay for Holidays Worked	14
Section	4. Holidays	14
Section	5. Personal days	15
ARTICLE VII	VACATION SCHEDULE	16
Section	1. Vacation Allowance	16

Section	2.	Selection List	16
Section	3.	Vacation Allowance	17
Section	4.	Vacation Allowance	17
Section	5.	Vacation Allowance	17
ARTICLE VIII			
		SICK LEAVE	17
Section	1.	Policy	17
Section	2.	Cause of Sick Leave	19
Section	3.		19
Section	4.	Discipline	19
Section	5.	Bonus	20
Section	6.	Section 207A	20
Section	7.	Leave Due to Death in Family	21
Section	8.	Scheduled Hospital Admission	21
ARTICLE IX			
		EXTENDED LEAVES OF ABSENCE	21
Section	1.	30 Days	21
Section	2.	3 Months	22
Section	3.	Union Activities	22
ARTICLE X			
		INSURANCE	22
Section 1.			22
Section 2.		Oversight Committee	28
ARTICLE XI			
		PENSION PLAN	28
Section	1.	Section 384	28
Section	2.	Section 375-G	28
Section	3.	Section 384-D & 375-I	29
ARTICLE XII			
		VACANCIES	29
Section	1.	Civil Service List	29
Section	2.	Fill Vacancy	30
Section	3.	Vacancies Defined	30
Section	4.	Temporary Vacancies	30
ARTICLE XIII			
		MILITARY SERVICE	30
ARTICLE XIV			
		UNIFORMS	31
Section	1.	Provided by Employer	31
Section	2.	Replacements	31
Section	3.	Maintenance	31
Section	4.	Dress Jacket	31
Section	5.	Provide Cotton Uniforms	31
Section	6.	Shorts	31
Section	7.	Retirement	31
ARTICLE XV			
		GRIEVANCE PROCEDURE	31

Section	1.	Procedure Steps	32
Section	2.	Pay for Grievance Time	33
Section	3.	To Settle Disputes	33
Section	4.	60 Day Filing Limit	33
Section	5.	Section 75 Civil Service Law Protection	33
ARTICLE XVI			33
RECIPROCAL RIGHTS			
Section	1.	Designated Representatives	34
Section	2.	Bulletin Boards	34
Section	3.	Union Admittance to All Stations	34
Section	4.	Union Business	34
Section	5.	Officers at Station 1	35
ARTICLE XVII			35
GENERAL PROVISIONS			
Section	1.	Rules and Regulations	35
Section	2.	Changes in Hours Negotiated	36
Section	3.	City Residents Preferred	36
Section	4.	No Transfers to Other Departments	36
Section	5.	Union Negotiation Business	36
Section	6.		36
Section	7.	Fire Labor-Management Committee	37
Section	8.	Amendments Must Be Signed	37
Section	9.	Legal Representation	37
Section	10.	New Employees Notified	37
Section	11.	Counseling	37
Section	12.	Metro Fire Service	38
Section	13.	No Lay Off	38
Section	14.	Update Insurance Booklets	38
Section	15.	Update Contract Booklets	39
Section	16.	Discuss Comp. Time Policy	39
Section	17.	Discuss Wellness Program	39
Section	18.	Joint Committee	39
Section	19.	Howard Foster Award	39
Section	20.	Impact Payments	39
Section	21.	Battalion Chief's Agreement	40
Section	22.	Discuss Staffing Issues	40
Section	23.	All Agreements/Awards Attached	40
ARTICLE XVIII			40
RESOLUTION OF DISPUTES			
ARTICLE XIX			40
TERMS OF AGREEMENT			
COMPENSATION SCHEDULES			
Appendix A - Letters of Agreement and Settlements			
2021 MOUs			
2022 MOU			
Appendix B – Vision Care Program			
Appendix C – Prescription Drug Program			
Appendix D – Health and Wellness Program			
Appendix E – Hybrid Plan			

2 Letters Attached

Exhibit A- Foster Impact Award

Exhibit B- No Layoff List

Exhibit C- Letter of Agreement

Exhibit D- Addition Sick Days at Retirement Notification

Exhibit E – Sick Day Loan MOU

AGREEMENT made and entered into the 20th day of March , 2023, by and between the City of Jamestown, New York, here designated as the “City”, as represented by its duly elected officials, and the Jamestown Fire Department as represented by those elected officials of the Jamestown Professional Firefighters Association, Local 137, AFL-CIO, hereinafter referred to as the “Association”, which has been designated by a majority of the City Council as the sole and exclusive bargaining agent for those uniformed members of the Jamestown Fire Department.

PREAMBLE

WHEREAS, the above parties desire to maintain harmonious relations and with a mutual interest to the Public Safety of the City of Jamestown, with a desire to agree upon wage rates, standards and conditions of employment, with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes, in conformance with the Public Employees Fair Employment Act of 1967, and

WHEREAS, the parties to this Agreement agree not to discriminate against any employee because of race, color, creed or sex, and

WHEREAS, whenever a male gender is used in this agreement, it shall be construed to include male and female employees, so

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City and the Association acting through their duly elected representatives, hereby agree as follows:

ARTICLE I

The law governing this contract shall be the Public Employees Fair Employment Act and such provisions of the Civil Service Law and the local laws of the City of Jamestown, which are not inconsistent with said act and the Civil Service Law.

ARTICLE II Recognition

Section 1. Bargaining Unit. The City recognizes the Association as the sole and exclusive bargaining agent for members of the Jamestown Fire Department identified by classifications included in Compensation Schedule of this Agreement.

Agency Shop. In the event any member of the Fire Department is not a member or refuses to become a member of Local 137, he shall be assessed at the same rate as dues-paying members. The payments represent the non-union employees contribution toward expenses of the bargaining agent in negotiations, contract administration and the like. This clause becoming effective when state legislation is passed making it legal.

Section 2. Deduction of Dues. The City agrees to deduct from the wages of the employees covered by this agreement and remit to the Association membership dues for those employees who have signed authorizations permitting such payroll deductions.

Section 3. No Strike Clause. As the intent and purposes of this agreement is to promote cooperation and harmonious working relations between the parties as well as to assure the public safety of the City of Jamestown, and to be compatible with Section 210.1 of the Public Fair Employment act, the Association therefore affirms that, it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose any obligations on its members to conduct, assist or participate in any strike.

Section 4. Layoff Procedure. If layoffs occur, the employee with the least seniority shall be laid off first as per Civil Service Law.

Section 5. Benefits While Laid Off. In the event an employee is laid off and on a preferred list, he shall retain his seniority and receive any wage and/or insurance increases that are acquired while he is laid off. Seniority cannot be earned during the lay off period nor benefits acquired that have to be earned by working, such as longevity.

Section 6. Recall Procedure. Employees shall be recalled in the order of their seniority as per Civil Service Law. Time in the Jamestown Fire Department shall constitute total seniority.

Section 7. Seniority. Seniority shall be determined by continuous service in the Jamestown Fire Department, calculated from the last date of employment. Continuous service shall be broken only by resignation for more than one (1) year, discharge or retirement. Employees having the same date of employment shall be ranked on the seniority list in the order of their ranking on the Civil Service eligibility list.

ARTICLE III Management Responsibilities

For normal function of management and the direction of working forces including, but not limited to, the hiring of employees, suspending, discharging, or otherwise disciplining of employees, establishing reasonable rules and regulations, the scheduling of work, the determination of methods and means of operation, and the control and regulation and use of all equipment are exclusive functions of the City, provided, however, that in the exercise of such functions the City shall observe the provisions of this agreement and applicable State and local laws.

ARTICLE IV
Compensation

Section 1. Wage Schedules. Wage schedules are shown in the attached Compensation Schedule, as affixed hereto and made a part hereof. All fractions of a cent will be rounded off to next higher cent for all purposes in this agreement. Hourly rates will be calculated to two (2) decimal points.

The attached wage schedules shall be adjusted upwards as follows:

Wages:

- January 1, 2016— 2.0%
- January 1, 2017 – 2.0%
- January 1, 2018 – 2.0%
- January 1, 2019 – 2.0%
- January 1, 2020- 2.0%
- January 1, 2021- 2.5%
- January 1, 2022- 2.5%
- January 1, 2023- 2.5%
- January 1, 2024- 2.75%

**Payout of all retroactive wages due to Jamestown Professional Firefighters Association Local 137 members pursuant to this Agreement shall occur no later than 60 days after the last party ratifies the Tentative Agreements, attached hereto with the table of contents of this Agreement.

Section 2. Rates for Higher Skills.

(a) In case an employee is temporarily assigned to a position or is required to serve in and accept the responsibility for work in a higher class or position, said employee shall be compensated at his usual hourly rate plus the difference in hourly rate between his position and the rate of the higher position to which he is assigned. To qualify for the higher rate of pay it shall be regular and continuous for one (1) or more hours. Selection of an employee for such temporary assignments shall be determined by the employee's suitability for the work to be performed and his time in grade.

Employees required to serve as Shift Commander shall receive \$1.50, per hour over and above the Captains salary. To qualify for the higher rate of pay, it shall be regular and continuous for one (1) or more hours.

(b) The City agrees to pay Six Hundred Twenty-Five (\$625.00), per year to each employee who is a certified Emergency Medical Technician (E.M.T.), provided such certification is current. This money is to be paid on a quarterly basis. Effective July 1, 1992, each employee will be responsible for the cost of his own certification or re-certification should the employee elect same.

If a member lapses on EMT certification, through no fault of their own, the member will have six (6) months to enroll in a recertification course; determination of no fault is subject to the grievance procedure.

(c) Officer Mechanic: Members designated by the Deputy Fire Chief as Officer Mechanic shall be paid the difference between the Step 3 pay rate of Firefighter and Firefighter Mechanic then in effect added to the Officer's rate of pay. The rate shall increase each year consistent with the contract raises provided for all employees. To receive this rate, members must physically be on duty.

(d) EMS Supervisor: Members designated by the Deputy Fire Chief as EMS Supervisor shall be paid the difference between the Step 3 pay rate of Firefighter and Lieutenant then in effect added to the Officer's rate of pay. The rate shall increase each year consistent with the contract raises provided for all employees. To receive this rate, members must request the differential for specific hours worked as EMS Supervisor. The City shall pay the EMS Supervisor the wage rate set forth in the Collective Bargaining Agreement as salary based on annual hours worked (2080).

Section 3. Overtime Pay.

(a) Terms used throughout this agreement: a) "*overtime rate*" overtime rate shall be calculated in the following manner: Members current annual salary plus members current annual regular longevity divided by 2080 hours per year multiplied by 1.5 rounded up to the nearest whole cent. "Time and one half rate" shall be calculated in the following manner: Members current annual salary divided by 2080 hours per year multiplied by 1.5 rounded up to the nearest whole cent.

(b) Overtime scheduled in addition to the regular work week shall be compensated at a rate of time and one-half (1 1/2) his normal hourly equivalent; Effective December 31, 2002 (as per Selchick Award) unit members who work over 15 minutes beyond the end of the shift shall be compensated at the 1.5 overtime rate for all time worked beyond the end of the shift.

(c) All employees will be given the option to work up to eight (8), C.T. days to be paid at one and one half (1½) times per hour which shall be scheduled compensatory time worked over the 2080 hour work schedule. Employees shall receive payment for compensatory time in equal payments pro-rated over the entire year.

Section 4. Off-Shift Time. An employee who has left the premises and is called back to work after completing his regular tour of duty, or an employee who is called in on his day off, shall be paid at the rate of time and one-half (1 1/2) for normal hour equivalent for all hours worked, he shall be assured a minimum of three (3) hours pay.

(a) In the event of a temporary vacancy due to injury, illness, or absence due to any other temporary condition, the Deputy Fire Chief, may at his option, work regular firefighters overtime at the rate of pay on a time and one-half (1 1/2) basis.

(b) When asking for Mutual Aid (special equipment) the Deputy Fire Chief will request only a reasonable amount of manpower to man the equipment.

Section 5. Training Time. All call-back time or overtime for training purposes and/or "reasonable necessary special details" shall be compensated at the straight time. "Reasonably necessary special details" as an example shall include, but not be limited to, river rescue, high angle, confined spaces, etc.

Section 6. Pay as called for in Section 2, Section 3a, Section 4 and Section 5 of this Article IV shall be calculated and paid in the following pay period.

Section 7. Anniversary Dates. For the purpose of salary, vacation pay, or other compensation schedules, be it here and now agreed that anniversary dates for all members of this department shall be in accordance with the following schedule:

(a) If a member's date of employment or promotion falls between the dates of January 1 through March 31, his anniversary date of service shall be January 1.

(b) If a member's date of employment or promotion falls between the dates of April 1 through June 30, his anniversary date of service shall be April 1.

(c) If a member's date of employment or promotion falls between the dates of July 1 through September 30, his anniversary date shall be July 1.

(d) If a member's date of employment or promotion falls between the dates of October 1 through December 31, his anniversary date shall be October 1.

Section 8. Increases in Salary.

(a) Increases in salary will be effective at the start of the pay period commencing with each second anniversary date described above, or in the case of promotion, at the start of the pay period in which promotion occurred.

Section 9. Starting Rate for New Employees. New employees will be paid the starting rate for the position to which assigned. The starting rate will be a probationary rate and shall remain in effect until the firefighter has completed one year (52 weeks) of service. Upon completion of one year (52 weeks) of service, he shall be advanced to the next step in the wage schedule. Only after fulfillment of the above requirements the employee will receive permanent appointment.

Employees shall be paid at the Firefighter 1 rate during their second, third, and fourth years of employment.

Employees shall be paid at the Firefighter 2 rate during their fifth, sixth, and seventh years of employment.

Employees shall be paid at the Firefighter 3 rate during their eighth year of employment and thereafter.

Section 10. Promotions. In the event an employee is permanently promoted to a position having a higher salary schedule, s/he shall be entitled to be paid the first step of the new schedule so transferred to until the probationary period has ended.

Section 11. Demotions. Employees demoted for any reason to a job having a lower salary schedule shall be paid their own rate of pay or the maximum of the salary range to which demoted, whichever is lower.

Section 12. Longevity.

(a) Effective January 1, 2008, longevity benefits shall be granted to all Fire Department personnel who have completed years in accordance with the following schedule:

\$ 1,560.00 after nine (9) years of service

\$ 1,660.00 after fourteen (14) years of service

\$ 1,760.00 after eighteen (18) years of service

\$ 1,960 after twenty-four (24) years of service

(b) Computation of longevity increments shall commence with the first payroll following the firefighter's anniversary date.

(c) Payments of longevity allowance as computed in accordance with Section 12 shall be paid as a separate check the first Friday in December, except that if an employee resigns with two (2) weeks notice, retires, or in case of death prior to December, he shall be paid his pro-rated share of his last check.

(d) Employees may elect to receive longevity payments in twenty-six (26) equal payments pro-rated over the entire year, in addition to their regular pay. Notice must be given to the Deputy Fire Chief each year before December 10th of the preceding year.

Section 13. Court Time. In the event any off duty employee of the Fire Department has to attend a departmental hearing or court on behalf of the City for any job related matter, all time spent shall be compensated at the rate of time and one-half (1 1/2) with a minimum of two (2) hours pay.

Jury Duty. All employees who are scheduled to work and are called for Jury Duty or when subpoenaed as a witness to testify regarding an incident which is job related will receive their regular pay on the days they actually serve, provided they present a copy of the Jury Duty notice as well as evidence of serving. Any monies received for serving on Jury Duty from either the County, the State or Federal Court shall be paid over to the City. Such employee shall return to work within a reasonable time after being excused, either temporarily or permanently by the Court.

Section 14. The city agrees to pay each Fire Department employee a longevity benefit of One Hundred Dollars (\$100.00) in twenty-six (26) equal payments for one (1) year, in addition to his regular longevity pay. To qualify, the employee must have completed nineteen (19) years of service and must notify the department head before the first pay period in the one-year period in which payments are to be made.

To receive this benefit members must also, during the same period, elect to receive the additional sick day buyout benefit, as described in ARTICLE VIII, Section 1, part (b), paragraph 4 of this agreement. Any member who has already received this benefit shall not be entitled to this benefit in the future.

Effective the year 1990, employees who do not use any sick time during the above period of time, shall receive an additional payment of One Hundred fifty Dollars (\$150.00) at time of his/her retirement.

Section 15. Training.

(a) An Employee who is certified as a State Municipal Training Officer and assigned to that position shall receive as additional compensation the sum of Eight Hundred Dollars (\$800.00) above his/her normal pay. This compensation is to

be paid at the time longevity payments are made. An employee who is certified as a State Municipal Fire Instructor and is assigned to that position shall receive as additional compensation the sum of Six Hundred Dollars (\$600.00) to be paid in the above specified manner.

(b) The assignment of Municipal Fire Instructors shall be made by first requesting qualified employees from each platoon who desire to perform these duties to volunteer. In the event that there may be an inadequate number of volunteers in a platoon, then the Deputy Fire Chief or his designee shall equally and fairly allocate training responsibilities among the qualified officers within said platoon.

In the event that an employee is assigned as Acting Municipal Fire Instructor, said employee shall receive the sum of Five and 50/100ths Dollars (\$5.50) per hour above his/her normal hourly rate for each hour of training undertaken, regardless of number of hours actually worked.

In the event that the Acting Municipal Training Officer conducts the platoon training, he/she shall receive additional compensation of Five (\$5.00) per hour above his/her normal hourly rate for each hour of training undertaken, regardless of number of hours actually worked.

The above-stated payment shall be included in the Acting Municipal Fire Instructor or Acting Municipal Training Officer's bi-weekly pay.

For purposes of this section, in the event that the Municipal Training Officer or Municipal Training Instructor shall perform such duties less than one year, they shall be paid a proportional share of the monies above specified to be based upon the actual time actually so worked in relationship to the calendar year.

Section 16. Code Enforcement Officer.

(a) An employee who is certified as a State Municipal Code Enforcement Officer and assigned to that position shall receive as additional compensation the sum of Eight Hundred Dollars (\$800.00) above his/her normal pay. This compensation is to be paid at the time longevity payments are made.

(b) For purposes of this section, in the event that the State Municipal Code Officer shall perform such duties less than one (1) year, they shall be paid a proportional share of the monies above specified to be based upon the actual time actually so worked in relationship to the calendar year.

Section 17. Captains

Effective July 25, 2022, the Station Lieutenant position will be replaced with Civil Service-tested Captain positions. The implementation of such will be subject to further discussion with the Union. Until such time as the Civil Service test for the Captain position is updated and tested for Association members shall be designated as “Acting Captains” and be paid the hourly upgrade rate for the contract rate of pay for higher skills for such hours worked. There shall be no more than one Captain assigned per fire station. The hourly captain rate will be paid for all higher skills during which hours are worked by temporary fill in employees. Vacation pay will not be paid for the higher rate. If a vacancy should arise in the Captain Position pending the administration or results of a Civil Service test, the position will be offered to Lieutenants on the basis of seniority, regardless of shift. At such time as the Civil Service test results become available, the position will be hired for based on the results of such test. The City retains all rights to company and station assignments. Duties are as listed in Article XI of the Rules and Regulations.”

Section 18 – Payment of Base Annual Salary

Annual Base Salary to which a member is entitled will be paid in equal installments over the number of bi-weekly pay dates in a calendar year. Adjustments will be made in the member's first and last year of employment to ensure accurate compensation for all hours worked.

Section 19 – Pay Days in relation to Holidays

Pay days will be the business day prior to the holiday so as not to delay the payday provided there is no issue out of control of the City preventing payment on that pay day.

**ARTICLE V
Hours of Work**

Section 1. The Standard Workweek. The standard workweek for the Fire Department shall be an average of forty (40) hours per week in accordance with Section 1015.2 of the Unconsolidated Laws of the State of New York.

Section 2. Shift Changes.

(a) For the purpose of this Agreement, the daily scheduling of manpower and shift changes shall be seven-thirty (7:30) AM and five-thirty (5:30) PM.

(b) The City shall schedule two shifts in any twenty-four (24) hour period. The City will put into effect a four-day tour.

(c) The tour of work shall consist of two (2) day shifts followed by two (2) night shifts with four (4) days allowed for rotation time back to the above work shifts.

**ARTICLE VI
Holidays**

Section 1. All members of this Department are to be granted the following legal holidays with pay as the schedule now exists:

New Year's Day
President's Day
Martin Luther King's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
1/2 day before Christmas Day
Christmas Day
1/2 day before New Year's Day

Section 2. Effective January 1, 1982, all employees shall be paid for an additional average day's pay as per Article V, Section 2, at time and one-half (1 1/2) for the thirteen holidays in lieu of receiving compensatory time off for these holidays. Effective January 1, 1994, all holiday pay shall be included in the employee's base salary/hourly rate for all purposes.

Section 3. Employees who actually work shall receive additional compensation for any day declared as a national day of mourning and/or prayer or a day of thanksgiving, or for any other extra-ordinary holiday, provided that such day results in the closing of the Municipal Building of the City of Jamestown for regular business on said day. Compensation will be paid to those members working the day shift (0730-1730) of said day, and to those members working on the night shift (1730-0730) which begins on said day. Compensation shall be based on the number of hours worked by each shift, at his normal hourly rate.

Section 4. Holidays.

(a) All employees working in the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day, shall be compensated at time and one-half (1 1/2) times their hourly rate of pay for all hours worked on the day or night shift.

(b) All unit members in the maintenance division or fire prevention

bureau, working on the following holidays: Lincoln's Birthday and Election Day, shall be compensated at time and one-half (1 1/2) times their hourly rate of pay for all hours worked on the above mentioned days.

Section 5. Effective January 1, 1989, employees shall have two (2) personal days/nights off or receive two (2) additional days pay at straight time basis. Personal days will be picked off by seniority after the holiday selection. Either a day or night.

Effective January 1, 1994, employees shall have two (2) personal days/nights off or receive two (2) additional average day's pay as per Article V, Section 2, at time and one-half (1 1/2) basis.

Effective January 1, 1997, personal days/nights may be taken in increments of two (2) hours or more.

Requests for personal days and nights will be handled by seniority until fourteen (14) days prior, after which time and up to one and one-half (1 1/2) hours, will be given out on a first request basis. Personal days/nights will be granted so long as no more than four (4) unit members are scheduled off per working shift on any combination of vacation, CT, personal and substitute holiday day.

Members not taking their personal days off shall be paid at time and one-half (1 1/2) for all unused days, by the last pay in January of the following year at the previous year's rate or upon separation of employment. Personal days will be pro-rated in the first and last year of employment.

Effective January 1, 1999, one (1) additional day shall be added (total of three (3) days and/or nights per year). The additional personal day shall be first used and cannot be sold back. The personal day sell-back shall be issued in a separate check by the Friday immediately following the second payday of January of each year,

provided it is technically possible for the City. All time used shall come off the first personal day, and the maximum sell-back is twenty-four (24) hours per year.

ARTICLE VII
Vacation Schedule

Section 1. All members of the Fire Department who have had continuous service in accordance with the following schedule, shall be granted vacations as listed:

Effective 1992.

One (1) year shall be granted ten (10) working days vacation.

Four (4) year shall be granted fifteen (15) working days vacation.

Ten (10) year shall be granted sixteen (16) working days vacation.

Fourteen (14) year shall be granted Twenty (20) working days vacation.

Eighteen (18) year shall be granted twenty-two (22) working days vacation.

Section 2. To facilitate the seniority list, it shall be computed from the date of hire and an accurate and up-to-date seniority list shall be posted in each station by the 15th of October of each year. The purpose of the list is for vacation selection for the following year. The selection shall be completed by December 1 and shall be posted in each station prior to December 31. Failure by the employee to select his/her vacation schedule as per the schedule below within twenty-four (24) hours after they are personally notified (not by leaving a phone message) by the Deputy Fire Chief or his designee that it is their pick shall cause the employee to forfeit their choice, therefore, the Deputy Fire Chief will assign him/her their vacation due for that selection.

Selection Schedule:

First Selection by	October 25
Second Selection by	November 4
Third Selection by	November 14

Fourth Selection by November 24

Remaining Selection by December 1

Effective January 1, 1999, all vacation picks shall be made before CT picks, in accordance with the above procedure.

Section 3. All lost time due to illness or injury shall be counted as time worked in the computation of vacation allowances.

Section 4. Notwithstanding any other provisions of the law, a member shall be entitled to be paid in cash at the time of his retirement from the City service pursuant to the provisions of the Civil Service Law of the state of New York for the monetary value of the unused vacation time standing to the credit of such member at the time of his retirement. In the case of death while in service of any member, such payment will be made to the member's designated beneficiary.

Section 5. All employees working in the maintenance division or fire prevention bureau at the time vacations are selected as per Article VII, Section 2, shall receive an additional five (5), (effective January 1, 1994, seven (7) days vacation over and above vacation days due them as per above vacation schedule.

ARTICLE VIII Sick Leave

Section 1.

(a) All full-time employees shall be entitled to sick leave with pay. Sick leave shall accrue at the rate of one (1) day for each calendar month of service.

(b) The sick leave herein provided for shall be cumulative which is hereby construed to mean accumulation for all unused sick leave for any number of years from January 1, 1945. No employee shall be entitled to use more than one hundred eighty

(180) working days sick leave with pay within any one calendar year. Every employee shall be entitled to take all accumulations of sick leave with pay as above provided but not to exceed one hundred (100) working days, at the time of his retirement from employment, pursuant to the provisions of the Civil Service Law.

Any employee at time of retirement who has accumulated one hundred (100) or more days sick leave and wishes to continue his health insurance, the City will pay the employee's share of such health insurance for a twelve (12) month period. If the employee so chooses dependent coverage, it shall be paid by the employee.

Effective March 22, 1999, the amount of sick leave which may be sold back at the time of retirement shall increase from one hundred (100) to one hundred thirty- four (134) days.

Effective January 1, 2005, any employee who gives the City a one-year advance notice of his/her intention to retire, by completing the request form (attached hereto as Exhibit E) shall be allowed to sell back 50% of additional accumulations of sick days above one hundred thirty four (134) days at his/her retirement. To qualify for this additional benefit, said member must retire on or within two (2) weeks of his/her intended retirement date. Should said member elect not to retire within the two week specified retirement date, then he/she is disqualified, permanently, from selling back additional accumulations of sick days above one hundred thirty four (134) days. Any member retiring in 2005 will be granted this benefit provided they give the City notice of their intention to do so within (30) days of the last parties approval and/or ratification of this Agreement. The City may, under extenuating circumstances, waive the one (1) year and/or two week notice periods.

(c) In case of death of any employee while still employed, such benefits as above (one hundred thirty-four (134) days sick leave, same as per retirees) shall be paid to his beneficiary or estate.

(d) Effective the signing of this agreement, the parties agree to a sick loan memorandum of understanding, as attached hereto as Exhibit E.

Section 2. Sick leave shall be granted a member for absence from duty because of actual personal sickness, non-compensable bodily injury or disease or exposure to a contagious disease.

Section 3. Holidays, vacation days and regular days off shall not be counted in computing sick time.

Section 4. Any employee taking time off on sick leave may take up to four (4) days or four (4) nights or any combination of days or nights not to exceed a total of four (4) days in one (1) calendar year without furnishing a doctor's certificate. The employer may require employees who take more than the aforementioned four (4) days sick leave to furnish a doctor's certificate if the employer perceives the employee is abusing sick leave. If the employee refuses to furnish said certificate and/or if the employee is abusing sick leave, the employee may be subject to discipline.

Employees after the fifth (5th) day of sick leave may receive a verbal warning.

Employees after the sixth (6th) day of sick leave may receive a written warning.

Employees after the seventh (7th) day of sick leave may receive a second written warning.

Employees after the eighth (8th) day of sick leave may receive a three (3) days off without pay.

Employees after the ninth (9th) day of sick leave may receive a Five (5) days off without pay

Employees after the tenth (10th) day of sick leave may be discharged. The foregoing notwithstanding, an employee suffering from a continuing illness or a chronic medical condition shall file a doctor's certificate with the head of the department after taking time off for sick leave for said illness or chronic condition as hereinbefore provided. Such certificate shall state the chronic condition as herein before provided. Such certificate shall state the nature of the illness or chronic condition and expected duration thereof. Thereafter such employee shall not be required to submit any further doctor's certificate for the remainder of the calendar year for additional sick leave taken as a result of such illness or chronic condition except under the request of the head of the department.

For the purposes of this provision, a sick leave lasting one (1) or more consecutive days, with doctor's certification, for the same illness, shall not count as part of the four (4) days.

For the purposes of this provision, a sick leave without a doctor's certification, lasting more than one (1) consecutive day but no more than four (4), days, for the same illness, shall count as one (1) day toward the aforementioned four (4) days.

Section 5. Effective January 1, 2005, the 1993 sick bonus is eliminated.

Section 6. Any member who incurs an injury or illness in the line of duty shall receive full pay as pursuant to the existing General Municipal Law, Section 207A, and shall continue to accrue sick time and vacation time as though he were actually on duty.

Section 7. Leave Due to Death in Family. All members of this bargaining unit shall be granted without loss of pay up to a maximum of four (4) working days due to death in the employee's immediate family. In any event, the first scheduled working day after the funeral of the deceased shall be the final day of such leave. Immediate family shall mean: spouse, natural, foster or step parent, child, brother, sister, father-in-law or mother-in-law, foster child, grandchild, or any other person that is permanently living in the household and has been living in such household for a period of one (1) year or more.

A leave of absence not to exceed one (1) working day shall be granted for death of brother-in-law, sister-in-law, grandparents, current spouse's grandparents, uncle, aunt and first cousins or any relative permanently living in the household.

Section 8.

(a) All employees shall be granted two (2) days for emergency admission to a local hospital for immediate members of his family, as defined above in Section 7. (Also see EXHIBIT C, Item 14)

(b) A maximum of three (3) days for a scheduled admission to a hospital outside the city area for his spouse, child, natural parents, and father-in-law and mother-in-law. All time after the first day shall be deducted from his accumulated sick leave.

(c) If the city has reasonable cause to believe that family leave has been abused, the employee will be given an opportunity to offer information in support of his/her use of leave.

**ARTICLE IX
Extended Leaves of Absence**

Section 1. Such leave of absence may be granted by the department head if the requesting member has made said request in writing and presented it at least ten (10)

days prior to effective date of leave. This leave of absence may be granted for a period not to exceed thirty (30) days.

Section 2. Should it become necessary for any member to seek a leave of absence for due reason or cause well in advance of the anticipated date, the department head shall give all cooperation as necessary to gain a leave of absence for a period up to three (3) months. The department head will make recommendation to the City Council or Mayor should additional time be necessary.

Section 3. Any member of the Association who is selected by the Association to participate in any of the union activities shall be granted a leave of absence without pay at the request of the union. Such leave is not to exceed one (1) month. It may be renewed by mutual consent at any time upon request of the union.

ARTICLE X Insurance

Section 1. The City shall provide each full-time employee with a group insurance program as follows:

Hospital Benefits:

Guarantee semi-private room and board for 145 days with unlimited miscellaneous.

Surgical Fees:

Reasonable and customary.

Assistant Surgical Fees:

25% of the reasonable and customary charge.

Medical Expenses Benefits:

First visit.....\$40.

Second visit.....\$40.

Third to 145th visit.....\$40.

Diagnostic x-ray and Laboratory:

Diagnostic x-ray.....\$300 unscheduled

Diagnostic Laboratory.....\$300.00 unscheduled

Radiation Therapy.....\$500.00

Supplemental Accident:.....\$400.00

Supplemental Major Medical:

Maximum for each disability.....Unlimited

Well Baby Doctor Visit: Pay up to \$50.00/year at 100%, through preschool age. No additional coverage under major medical.

Annual Physical Exams: Pay up to \$75.00/year at 100%.

No additional coverage under major medical, but may be applied to deductible.

Routine Gynecological Exam: Annually, to include pap smear and mammogram (mammogram using New York State Department of Health guidelines).

Effective July 25, 2022: Personal deductible per calendar year-all causes.....\$200.00

Reimbursement first \$10,000

Annual at.....80%

If Preferred Provider used.....90%

Reimbursement over \$10,000

Annual at.....100%

Effective July 25, 2022: Maximum family deductible.....\$400.00

Employee's Monthly Cost:

Effective December 3, 2017, Health Insurance Premiums shall be as follows:

Single (no Dependents) 19% of premium

Married or Single (with Dependents) 19% of premium

** Retroactive premiums from active and retired employees will be collected by the City for calendar years 2016 and 2017.

Effective April 26, 2021, Health Insurance Premiums shall be as follows:

Single (no Dependents) 21% of premium

Married or Single (with Dependents) 21% of premium

** There shall be no retroactive health insurance premiums contributions due and owing to the City for calendar years 2018, 2019, 2020, and 2021 up to July 25, 2022.

Effective July 25, 2022, Health Insurance Premiums shall be as follows: A voluntary Health and Wellness Program is in effect as set forth in Appendix D. If an active employee or retiree elects not to participate in the Health and Wellness Program, the premium shall be 28% of the premium effective July 25, 2022.. If an active member or retiree elects to participate in the wellness program and completes the steps as outlined in Appendix D, the employee or retiree will pay 23% of the premium. These rates will apply to both employees who are on a single plan and those with a family plan.

Effective March 15, 2021, the City will offer the option of a hybrid health plan to current employees and eligible retirees. A benefit matrix comparing the traditional and hybrid plans is attached hereto and incorporated herein as Appendix E. Employees covered by the traditional plan may switch between the traditional and hybrid plans once per calendar year for an unlimited number of times during their City career.

Effective April 26, 2021, new employees may only enroll in the hybrid plan attached hereto and incorporated herein as Appendix E.

The parties agree that the preadmission certification and alternatives to hospitalization will go into effect upon approval of the agreement between the parties.

All employee medical and dental insurance premium contributions will be converted to pre-tax dollars under Section 125 of the IRS law if the employee so chooses, at no cost to the employee. Should pre-tax benefit be lost to changes in the IRS law, Local 137 reserves the right to reopen medical and dental insurance premium contribution negotiations.

The city is willing to establish, as an option, a Flexible Spending Account for those employees who may be interested. The cost of design and installation of the Flexible Spending Account will be paid by the city; however, the employee will be expected to pay the monthly administration cost, not to exceed \$3.00/month/employee.

Effective July 25, 2022 all members of the unit shall pay 23% towards the total monthly premium for dental insurance.

Dental changes would be for all new claims filed after approval of this Agreement.

Effective January 1, 1992, the City will increase the basic dental plan maximum from \$1600.00 per person per benefit year to \$2000.00 per person per benefit year.

Effective January 1, 1992, the city will increase the Orthodontia maximum from \$1700.00 at 50%, per person per lifetime to \$2000.00 at 50%, per person per lifetime.

THE ABOVE IS A SUMMARY OF THE PLAN AND WILL BE SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE CITY OF JAMESTOWN HEALTH CARE PLAN, PLAN DOCUMENT #200.

In lieu of a three (3) percent increase in wages, effective January 1, 1987, employees who retire will be eligible for continued participation in the same health and dental insurance plans of the City as provided for active employees provided that such retirees continue to pay to the City an amount of money equal to amounts paid towards health and dental insurance premiums as active employees are required to pay to participate in said health and dental insurance plans.

Upon the death of an eligible retired or active employee, the spouse of such employee may continue to participate on the aforementioned health and dental insurance plans provided such spouse continues to pay the portion of premiums required to be paid by an active employee.

This coverage shall continue until such time as said spouse shall remarry or die whichever event sooner occurs. Should said retiree or his spouse become eligible for insurance coverage through Medicaid, Medicare or Veteran's Administration then and in that event said insurance plans provided by employer shall constitute secondary coverage.

In the event such other equivalent health and/or dental insurance coverage or insurance coverage through Medicaid, Medicare or Veteran's Administration shall be involuntarily discontinued, an eligible retiree or his spouse may upon request be restored to the benefits herein provided.

An employee eligible for reinstatement to the City's health and dental plans as above stated shall be reinstated to such plans by the City on the first day of the month following notification that the retiree wishes to have his or her participation reinstated.

For purposes of this paragraph, a retired employee shall be defined as one qualified to retire and receive retirement benefits in accordance with the provisions of the New York State Employee Retirement System.

The terms, conditions and covenants contained in this paragraph shall survive the expiration of the labor agreement of which this paragraph is a part and shall also survive all future labor agreements which may be negotiated by and between the parties hereto or their successors or assigns and shall continue in full force and effect and continue to have application to all employees of the Jamestown Fire Department who are covered by the terms, conditions and covenants of this agreement as employees of the Jamestown Fire Department who were employees of the Jamestown Fire Department as of January 1, 1987 and to employees who are hired by the Jamestown Fire Department and who are covered by the terms, conditions and covenants of the collective bargaining agreement of which this paragraph is a part during all or a part of the term of this agreement unless or until the City of Jamestown no longer directly or indirectly offers employee health and/or dental benefits by virtue of the implementation of a mandated state or federal health insurance plan that affords substantially the same health insurance coverage to all citizens of the State of New York or of the United States of America.

A retired employee shall be defined as one qualified to retire on accordance with the provisions of the New York State Employees Retirement System.

Maternity benefit claims shall be treated the same as any other illness.

Effective January 1, 1988, or before, the City will provide self-funded optical and drug plans. In the event said plans are not available on January 1, 1988, the City agrees to negotiate with the Association concerning alternate optical and drug plans.

See Appendix B for Vision Care Program.

See Appendix C for Prescription Drug Program.

See Appendix D for Wellness Program.

Section 2. Effective the signing of this agreement the parties agree that the City and Union will establish an insurance oversight committee. The Union has the right to appoint one (1) representative and one (1) retired member. These members shall be given full access to review any and all financial audits of the City's self funded medical insurance plan, with the exception of those items that are excluded by law. These members shall not have any decision-making authority with regards to the plan but will be given an opportunity to express opinions to the committee. The Union will receive cooperation from the City with any requests for an independent auditor, provided that the Union pays for the audit.

ARTICLE XI Pension Plan

Section 1. Effective April 1, 1969, the City will provide and maintain a non-contributory retirement plan under Section 384 of the New York State Retirement and Social Security Law which will provide a twenty-five (25) year retirement of one-half (1/2) pay.

Section 2.

(a) Effective April 1, 1971, the City shall make available to the employees that so desire the non-contributory "25-year career" plan, Section 375-G.

(b) The new Guaranteed Ordinary Death Benefit provides that upon death of an eligible member, his beneficiary shall receive a payment equal to three (3) times the yearly salary, but not to exceed the maximum of \$20,000.00. To be eligible, the employee must meet the requirements of the present ordinary death benefits except for more lenient conditions concerning the periods of membership and employment.

In addition to the Guaranteed Ordinary Death Benefit, the City agrees to make available to each member of the fire department, who so chooses, life insurance as

provided through a group life insurance plan sponsored by and endorsed by the New York State Professional Firefighters Association, Inc., (“NYSPFFA”) currently in the amount of \$60,000.00. The cost for such coverage to the city shall be the prevailing rate as set by the NYSPFFA per pay period per firefighter who has made such choice.

In addition to the Guaranteed Ordinary Death Benefit listed above, the City agrees to make available to each member of the association who chooses, life insurance for his dependents. Said insurance is to be provided through a group life insurance plan sponsored and endorsed by the New York State Professional Firefighters Association, Inc. The current dependent coverage is \$20,000.00 for spouse and \$10,000.00 for each child. The cost for such coverage to the City shall not exceed the prevailing rate as set by the NYSPFFA per pay per firefighter who has made such choice.

(c) Pension will be computed on earnings in the final twelve (12) months of service. (Final year’s average.)

(d) The City agrees that in the future, if veterans credit time is available on an individual cost basis, it shall adopt this plan for the Association members involved, provided employee pay his share.

Section 3. Effective April 1, 1974, the City shall make available to the employees that so desire a non-contributory improved special twenty-year plan, Section 384-D or non-contributory improved “20-year career plan” Section 375-I.

As an option, the City will make available, effective April 1, 1974, “Additional 1/60” a supplemental special to twenty-five year plan and Section 384-F, G, and H.

ARTICLE XII

Vacancies

Section 1. Be it hereby agreed that so as not to endanger the public safety not to endanger the safety of the firefighters because of a shortage of manpower either on a

departmental or individual fire company basis, all vacancies determined by the Employer to exist are to be filled by selection from an existing Civil Service List. In the event no applicants are available from such list, the Deputy Fire Chief may appoint a qualified temporary applicant.

Section 2. The Employer will determine when such vacancy exists and will make every effort to fill such vacancy as soon as practicable in accordance with section 1 of this Article XII.

Section 3. Vacancies Defined. A vacancy under this Article XII shall be defined as an opening existing as a result of an employee leaving the active service of the Fire Department because of retirement, service-incurred injury, death, extended illness, which in the opinion of the Employer needs to be filled in order to satisfy the condition of Section 1 of this Article XII.

Section 4. Temporary Vacancies. In the event of a temporary vacancy due to injury, illness, or absence due to any other temporary condition, the Deputy Fire Chief may by his option work regular firefighters overtime at the rate of pay on a time and one-half (1 1/2) basis. The selection of employees for such temporary assignment shall be made from a volunteer list of firefighters who wish to work such overtime. The department will continue the policy and procedure as established in the past in regard to the above paragraph.

ARTICLE XIII Military Service

Any employee covered by this agreement who is now in the armed services of the United States as a result of his first enlistment or draft or any employee subject to be called in to the armed services upon his return to work shall be governed in accordance with the Selective Service Act, which was approved in 1940, its various amendments,

renewals and extensions, and shall be subject to all Federal and State Laws and all valid rules, regulations, interpretations, and executive orders of governmental bodies or authority that hereafter might be made.

ARTICLE XIV Uniforms

Section 1. All protective gear which is required by departmental Rules and Regulations to be worn shall be provided and maintained by the employer.

Section 2. Clothing and protective gear will be replaced as needed upon inspection by authorized personnel of the Fire Department and an authorized representative of Local 137, with a member of the grievance committee consulted if the Association feels the replacement is necessary.

Section 3. All clothing which is required by Departmental Rules and Regulations shall be provided by the employer and may be worn to and from work and for Fire Department use only. Each member will be required to maintain his/her work uniform insofar as cleaning them and minor repairs except as otherwise provided herein.

Section 4. The City will have dress jacket and turn out gear cleaned as needed.

Section 5. The City shall provide 100% cotton or poly blend uniforms on a phase-in basis as uniforms are worn out, provided such uniforms are reasonably available.

Section 6. Approved shorts shall be permitted to be worn on duty.

Section 7. Upon retirement, members shall be permitted to take their bell cap and badge in honor of their service to the community.

ARTICLE XV

Grievance Procedure

Section 1. For the purpose of resolving alleged grievances of members of the Jamestown Fire Department, the following grievance procedure is accepted by the City and shall be followed by both parties in agreement:

Step 1. A meeting will be held between the aggrieved employee(s) and the designated Battalion Chief with the presence of the Association representatives in attendance if requested by either party. The results of said meeting will be reported to the Grievance Committee chairman prior to Step 2. Any employee working as Battalion Chief in an "Acting" capacity will not participate in grievance Step 1.

Step 2. Should there be no solution for said grievance through the above listed Step 1 within four (4) days, the aggrieved member will present his grievance in writing to the Grievance Committee of the Association who will in turn present it to the Deputy Fire Chief.

The Deputy Fire Chief will call a meeting within five (5) business days of receipt of written statement, such meeting to include all aggrieved parties; the Battalion Chief involved in Step 1, representatives of the Grievance Committee of the Association and the Deputy Fire Chief.

Step 3. If within a period of fourteen (14) calendar days there has been no solution to the presented grievance through the office of the Deputy Fire Chief, either party may present said grievance to the Mayor's representative.

Step 4. In the event that such matter has not been satisfactorily resolved within fourteen (14) calendar days by the Mayor's representative, either party may file a Demand for Arbitration with the New York State Public Employment

Relations Board within sixty (60) days from receipt of the Step 3 decision.

Step 5. The parties agree that when a grievance is moved to the point of arbitration, the parties shall then utilize the list from The Public Employment Relations board to resolve the grievance. All costs involved in the arbitration of the grievance shall be borne equally between the parties, and decisions rendered shall be final and binding on the parties and affected firefighters. The arbitrator shall have no power to add to, subtract from or modify any terms of this agreement.

Section 2. Pay for Grievance Time. No more than two (2) designated members of the Grievance Committee called upon to participate in any step of the grievance procedure shall be afforded time off without loss of pay from their regularly scheduled working hours.

Section 3. The grievance procedure as set forth in the contract may be used by the Association and/or the City to settle disputes arising out of the interpretation or application of any provisions of this agreement.

Section 4. All alleged violations of the application or interpretation of this agreement must be filed within sixty (60) days from the alleged occurrence. Any action not so filed will be determined to have been waived.

Section 5. All competitive class employees shall be afforded the protection by Section 75 of the Civil Service Law. Any employee served with notice shall be given the opportunity to reply and shall be afforded the right to use the grievance procedure as per contract. Employees using the protection of Section 75 of the Civil Service Law will not be entitled to use the grievance and/or arbitration procedure.

ARTICLE XVI
Reciprocal Rights

Section 1. Designated Representatives.

(a) The City recognizes the right of the members covered by this agreement to elect or otherwise designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the conditions of this contract and to visit any or all firefighters during their scheduled tour of duty as long as it does not interfere with the performance of duties. Such representatives shall also be permitted to appear at any public hearings or Boards of Inquiry at the request of or as are pertinent to the firefighter in the City of Jamestown.

(b) The Association shall submit the names of elected representatives and grievance committee members in writing to the head of the department and the Mayor's representatives. The Association also agrees to notify these two (2) offices of any changes of such representatives.

Section 2. Bulletin Boards. The Welfare and Grievance and such other standing committees of the Association shall have free access to all Bulletin Boards in all stations for the purpose of posting notices pertinent to the Association functions, subject to the approval of the Deputy Fire Chief.

Section 3. As in Section 2, these committees shall have the right of admittance to all stations to prepare, negotiate and attend grievance or other committee business as is necessary so long as it does not interfere with the performance of duties, and further provided prior approval of the Deputy Fire Chief has been received.

Section 4. The elected and appointed officers of the Association and the representatives of the various committees shall have the full cooperation of the

Deputy Fire Chief for the purposes of attending any local union meeting, regular or special meetings, district meetings or conference, seminar or conventions as the membership deems necessary. The Deputy Fire Chief shall grant such time without loss of pay to no more than two (2) representatives at one time to attend such conference.

Section 5. The President and Secretary of the Association shall be normally assigned to Fire Station One, if they so desire.

Either above listed officer desiring such assignment shall notify the Deputy Fire Chief in writing no later than October 1 of each year.

ARTICLE XVII General Provisions

Section 1.

(a) All department rules and regulations have been written, and are current and up-to-date with the changes that have been made. These written rules are accepted by the Association as the rules and regulations governing all officers and members of the Jamestown Fire Department.

(b) It is hereby agreed that the City will furnish to all members of the Jamestown Fire Department with a complete and up-to-date set of Rules and Regulations. Changes made shall be printed as a supplement.

(c) The Employer agrees to consult with the Association prior to changing any rules and regulations by utilizing the provisions of Section 7 of this Article XVII.

(d) The parties agree that any changes in existing working conditions must be mutually agreed upon between the parties, in writing, and signed by the parties herein.

Section 2. Any changes in department hours which are not consistent with the foregoing agreement shall be negotiated between the parties represented in this agreement.

Section 3. In accordance with the Civil Service Laws of the State of New York, preference may be given a candidate for the Fire Service with a residence within the City of Jamestown. However, it shall not be necessary for permanent members of the Fire Department to reside within the City, their only restriction shall be to the legal confines of the County of Chautauqua. Employees shall be hired in accordance with Civil Service Laws. In the event the Residency Law is changed to hire only City of Jamestown residents, employees on the job at the time of the law shall have three (3) months to move outside the City limits.

Section 4. The City agrees that there will be no transfer of members to other departments of the City nor shall members of other departments be transferred to the Fire Department.

Section 5. The designated negotiating committee made up of no more than five (5) members of the Association shall be afforded time off without loss of pay from their regularly scheduled working hours for the purpose of contract negotiations. Such time off shall not be used in the computation of any overtime allowance.

Section 6. This agreement and all provisions herein and the benefits conferred by this agreement, are subject to all applicable laws and in the event any part of this agreement shall be held invalid, said provision shall not bind either party but the remainder of the agreement shall remain in full force in effect.

Section 7. Fire Labor-Management Committee. A Fire Labor-Management Committee shall be established for the purpose of discussing matters of mutual concern, but not to include amendment of this contract. This committee shall be limited to no more than four (4) labor and four (4) management members and will meet at mutually agreeable time with the intent of meeting at least once every two (2) months subject to the call of the Mayor's representatives or the President of the Association.

Section 8. No amendment or alteration of this agreement shall be binding on either party unless it is in writing and signed by the Mayor and either the President or Vice President and one duly authorized representative of the Association.

Section 9. Indemnification. The City agrees to defend and pay any settlements, claims, or judgments brought against or recovered against any member of the department arising from the member's activities in the performance of duty only, including but not limited to operation of Fire Department vehicles or apparatus.

Section 10. New members and/or probationary members will be notified in writing by the Deputy Fire Chief of the Department, per sample letters contained in the Appendix.

Section 11. The City agrees to provide, at no cost to the employee, professional counseling services for the employee, spouse and children to help alleviate problems that may exist due to the employee's occupational stress. These counseling sessions shall remain confidential between the employee, family and counselor. Information shall be released to the City only upon written consent of the employee. The Deputy Fire Chief shall promulgate a general order regarding

psychological assistance.

Section 12. The City and the Union hereby agree to jointly develop and pursue a plan for the provision of metro fire services. It is the mutual intent of the parties that metro fire services will include and incorporate the Professional Fire Department employees of the City of Jamestown. Any such plan will include provisions for the continued job security of the present Fire Department employees of the City of Jamestown, whether such is accomplished by merger, accretion, subcontracting, consolidation or any other mechanism. The Union shall be a participating member together with the City on any commission, panel, committee or any other organization established to discuss the issue of providing metro fire services. Moreover it is mutually agreed that the Union shall be consulted at each stage of negotiations and shall be a full participant in such negotiations or discussions.

Section 13. No current employees will be laid off. The list of current employees covered by this provision is attached hereto as Exhibit B.

Section 14. The Collective Bargaining Agreement shall become effective upon ratification. This contract will be updated, finalized, and produced to the union within 60 days of ratification. All members of the Association will receive a USB flash drive incorporating the Collective Bargaining Agreement, Summary of Health, Dental, and Vision Insurance Plan documents and General Municipal Law §207-a policy within sixty (60) days of the CBA becoming ratified by both Parties, including ratification of any Tentative Agreements negotiated as a result of collective bargaining. A hard-copy of the subject documents will be provided upon request. This provision will also apply to retired employees upon request.

Section 15. Section 207(a) recipients shall receive a full copy of the Contract with the Side Letters within sixty (60) days of ratification and final execution of the Collective Bargaining Agreement with updated Insurance Books.

Section 16. The parties agree to discuss and reduce to writing a Comp. Time Policy which is agreeable to both parties.

Section 17. The City and the Union agree to form a committee to develop a wellness program at the parties' earliest mutual convenience.

Section 18. The parties agree to negotiate further and develop policies for the following areas through a joint committee: call-back policy, light duty policy, personnel file policy and volunteer policy. Effective January 1, 2004, both parties agree to further discuss an EMS proposal.

Section 19. The parties agree to incorporate the terms and conditions of the Howard G. Foster Award, (PERB Case Number IA201-025) into this collective bargaining agreement. The Award covered by this provision is attached hereto as Exhibit A.

Section 20. The City of Jamestown and the Jamestown Professional Firefighters Association, Local 137 agree to interpret the Impact Arbitration Award, item number 2 of Opinion and Award (Perb Case number IA201-025) to be as follows: If a member is on full duty status for at least 260 hours during a quarter, he shall be entitled to a full share of the Impact payment for that quarter. Trades between members will not be used in the computation of the 260 hours. This agreement shall be effective retroactive to October 1, 2002. As of July 1, 2003 Impact shall be distributed on the odd Friday in between the first & second pay of the month following the end of the quarter.

Section 21. The parties agree to incorporate the terms and conditions of the Letters of Agreement into this collective bargaining agreement. The Letters of Agreement covered by these provisions are attached hereto as Exhibit C (Battalion Chief's Agreement, Staff Count for Impact, etc.).

Section 22. The parties shall continue to discuss staffing issues.

Section 23. All prior Memorandums of Agreement, Understanding, and Arbitration Awards, will be attached and incorporated into this agreement as Appendix A.

ARTICLE XVIII
Resolution of Disputes

It is hereby agreed by both parties of this contract that all disputes in the course of negotiations be resolved pursuant to Section 209 of the Public Employees' Employment Act.

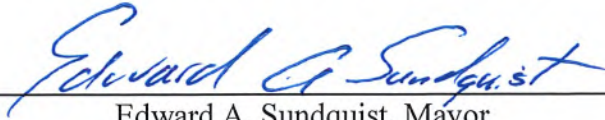
ARTICLE XIX
Term of Agreement

This Agreement shall become effective January 1, 2016, and shall terminate on December 31, 2024. All provisions of the Agreement will remain as is and shall terminate on December 31, 2024 unless otherwise specified.

This contract shall be automatically renewed from year to year thereafter unless either party shall notify the other party, in writing, no earlier than June 1 and no later than June 15, or as hereinafter provided for any renewal period, of the party's intention to change, alter, amend, or terminate this contract. It is agreed and understood that negotiations pursuant to the above notice shall begin no later than July 1 thereafter.

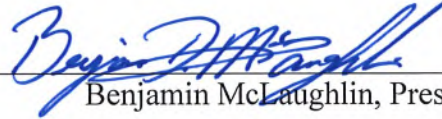
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed, each by its duly authorized officials and representatives the day and year first above written.

CITY OF JAMESTOWN, NEW YORK



Edward A. Sundquist, Mayor

**JAMESTOWN PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL 137, AFL-CIO**



Benjamin McLaughlin, President



Evan Vande Velde, Secretary

CERTIFICATE OF CORPORATION COUNSEL

In accordance with the Charter of the City of Jamestown, the undersigned Corporation Counsel of the City of Jamestown hereby certifies that the above instrument is in due and proper form and that the City of Jamestown, through the officer named herein, has the right to enter into this agreement.

Elliot S. Raimondo

Elliot S. Raimondo
Corporation Counsel

3/20/2023

Date

- Agreement: Firefighters Contract January 1, 2016- December 31, 2024
- Parties: City of Jamestown and Jamestown Professional Firefighters Association Local 137, AFL-CIO

**Salary Schedules
Insert**

EFFECTIVE JANUARY 1, 2016

COMPENSATION SCHEDULE

Probationary Rate- \$38,729.60 (18.62)

	1	2	3	4
Firefighter	\$46,633.60 22.42	\$50,502.40 24.28	\$65,811.20 31.64	\$78,977.60 37.97
EMS Supervisor			N/A 35.34	
Lieutenant			\$69,659.20 33.49	\$83,595.20 40.19
Firefighter Mechanic			\$70,928.00 34.10	\$85,113.60 40.92
Officer Mechanic (Lieutenant)			N/A 35.95	N/A 42.65
Officer Mechanic (Captain)			N/A 37.04	N/A 43.97
Captain			\$71,926.40 34.58	\$86,340.80 41.51
Fire Alarm Maintenance Supervisor		\$73,840.00 35.50	\$75,816.00 36.45	\$90,958.40 43.73

EFFECTIVE JANUARY 1, 2017

COMPENSATION SCHEDULE

Probationary Rate- \$39,520.00 (19.00)

	1	2	3	4
Firefighter	\$47,569.60 22.87	\$51,521.60 24.77	\$67,142.40 32.28	\$80,558.40 38.73
EMS Supervisor			N/A 36.04	
Lieutenant			\$71,052.80 34.16	\$85,280.00 41.00
Firefighter Mechanic			\$72,363.20 34.79	\$86,819.20 41.74
Officer Mechanic (Lieutenant)			N/A 36.67	N/A 43.51
Officer Mechanic (Captain)			N/A 37.79	N/A 44.86
Captain			\$73,382.40 35.28	\$88,088.00 42.35
Fire Alarm Maintenance Supervisor		\$75,316.80 36.21	\$77,334.40 37.18	\$92,788.80 44.61

EFFECTIVE JANUARY 1, 2018

COMPENSATION SCHEDULE

Probationary Rate- \$40,310.40 (19.38)

	1	2	3	4
Firefighter	\$48,526.40 23.33	\$52,561.60 25.27	\$68,494.40 32.93	\$82,180.80 39.51
EMS Supervisor			N/A 36.77	
Lieutenant			\$72,488.00 34.85	\$86,985.60 41.82
Firefighter Mechanic			\$73,819.20 35.49	\$88,566.40 42.58
Officer Mechanic (Lieutenant)			N/A 37.41	N/A 44.38
Officer Mechanic (Captain)			N/A 38.55	N/A 45.76
Captain			\$74,859.20 35.99	\$89,856.00 43.20
Fire Alarm Maintenance Supervisor		\$76,835.20 36.94	\$78,894.40 37.93	\$94,660.80 45.51

EFFECTIVE JANUARY 1, 2019

COMPENSATION SCHEDULE

Probationary Rate- \$41,121.60 (19.77)

	1	2	3	4
Firefighter	\$49,504.00 23.80	\$53,622.40 25.78	\$69,867.20 33.59	\$83,844.80 40.31
EMS Supervisor			N/A 37.51	
Lieutenant			\$73,944.00 35.55	\$88,732.80 42.66
Firefighter Mechanic			\$75,296.00 36.20	\$90,355.20 43.44
Officer Mechanic (Lieutenant)			N/A 38.16	N/A 45.27
Officer Mechanic (Captain)			N/A 39.32	N/A 46.68
Captain			\$76,356.80 36.71	\$91,665.60 44.07
Fire Alarm Maintenance Supervisor		\$78,374.40 37.68	\$80,475.20 38.69	\$96,574.40 46.43

EFFECTIVE JANUARY 1, 2020

COMPENSATION SCHEDULE

Probationary Rate- \$41,953.60 (20.17)

	1	2	3	4
Firefighter	\$50,502.40 24.28	\$54,704.00 26.30	\$71,281.60 34.27	\$85,529.60 41.12
EMS Supervisor			\$79,601.60 38.27	
Lieutenant			\$75,441.60 36.27	\$90,521.60 43.52
Firefighter Mechanic			\$76,814.40 36.93	\$92,164.80 44.31
Officer Mechanic (Lieutenant)			N/A 38.93	N/A 46.18
Officer Mechanic (Captain)			N/A 40.11	N/A 47.62
Captain			\$77,896.00 37.45	\$93,516.80 44.96
Fire Alarm Maintenance Supervisor		\$79,955.20 38.44	\$82,097.60 39.47	\$98,508.80 47.36

EFFECTIVE JANUARY 1, 2021

COMPENSATION SCHEDULE

Probationary Rate- \$43,014.40 (20.68)

	1	2	3	4
Firefighter	\$51,771.20 24.89	\$56,076.80 26.96	\$73,070.40 35.13	\$87,672.00 42.15
EMS Supervisor			\$81,598.40 39.23	
Lieutenant			\$77,334.40 37.18	\$92,788.80 44.61
Firefighter Mechanic			\$78,748.80 37.86	\$94,473.60 45.42
Officer Mechanic (Lieutenant)			N/A 39.91	N/A 47.34
Officer Mechanic (Captain)			N/A 41.12	N/A 48.82
Captain			\$79,851.20 38.39	\$95,867.20 46.09
Fire Alarm Maintenance Supervisor		\$81,972.80 39.41	\$84,156.80 40.46	\$100,984.00 48.55

EFFECTIVE JANUARY 1, 2022

COMPENSATION SCHEDULE

Probationary Rate- \$44,096.00 (21.20)

	1	2	3	4
Firefighter	\$53,081.60 25.52	\$57,491.20 27.64	\$74,900.80 36.01	\$89,876.80 43.21
EMS Supervisor			\$83,636.80 40.21	
Lieutenant			\$79,268.80 38.11	\$95,118.40 45.73
Firefighter Mechanic			\$80,724.80 38.81	\$96,844.80 46.56
Officer Mechanic (Lieutenant)			N/A 40.91	N/A 48.53
Officer Mechanic (Captain)			N/A 42.15	N/A 50.05
Captain			\$81,848.00 39.35	\$98,280.00 47.25
Fire Alarm Maintenance Supervisor		\$84,032.00 40.40	\$86,278.40 41.48	\$103,521.60 49.77

EFFECTIVE JANUARY 1, 2023

COMPENSATION SCHEDULE

Probationary Rate- \$45,198.40 (21.73)

	1	2	3	4
Firefighter	\$54,412.80 26.16	\$58,947.20 28.34	\$76,793.60 36.92	\$92,144.00 44.30
EMS Supervisor			\$85,758.40 41.23	
Lieutenant			\$81,265.60 39.07	\$97,510.40 46.88
Firefighter Mechanic			\$82,763.20 39.79	\$99,278.40 47.73
Officer Mechanic (Lieutenant)			N/A 41.94	N/A 49.75
Officer Mechanic (Captain)			N/A 43.21	N/A 51.31
Captain			\$83,907.20 40.34	\$100,755.20 48.44
Fire Alarm Maintenance Supervisor		\$86,132.80 41.41	\$88,441.60 42.52	\$106,121.60 51.02

EFFECTIVE JANUARY 1, 2024

COMPENSATION SCHEDULE

Probationary Rate- \$46,446.40 (22.33)

	1	2	3	4
Firefighter	\$55,910.40 26.88	\$60,569.60 29.12	\$78,915.20 37.94	\$94,681.60 45.52
EMS Supervisor			\$88,108.80 42.36	
Lieutenant			\$83,512.00 40.15	\$100,193.60 48.17
Firefighter Mechanic			\$85,051.20 40.89	\$102,024.00 49.05
Officer Mechanic (Lieutenant)			N/A 43.10	N/A 51.12
Officer Mechanic (Captain)			N/A 44.40	N/A 52.73
Captain			\$86,216.00 41.45	\$103,542.40 49.78
Fire Alarm Maintenance Supervisor		\$88,504.00 42.55	\$90,875.20 43.69	\$109,054.40 52.43

APPENDIX A

Letters of Agreement and Settlements Insert

**TENTATIVE AGREEMENT
BY AND BETWEEN
THE CITY OF JAMESTOWN
AND
THE JAMESTOWN PROFESSIONAL FIREFIGHTERS ASSOCIATION
Local 137**

WHEREAS, the CITY OF JAMESTOWN (hereinafter referred to as the “City”) and the JAMESTOWN PROFESSIONAL FIREFIGHTERS ASSOCIATION, Local 137 (hereinafter referred to as the “Association”) (together the “Parties”) are subject to a collective bargaining agreement (hereinafter referred to as the “CBA”) running from January 1, 2012 – December 31, 2015; and,

WHEREAS, the Parties have engaged in Contract negotiations for a successor CBA twenty times, on June 29, 2015; August 12, 2015; August 24, 2015; August 25, 2015; September 2, 2015; September 22, 2015; October 7, 2015; October 22, 2015; November 6, 2015; December 3, 2015; January 4, 2016; January 20, 2016; February 21, 2020; February 26, 2020; March 17, 2020; June 16, 2020; June 23, 2020; August 18, 2020; September 21, 2020; and September 25, 2020; and,

WHEREAS, the Parties have been working under a Triborough Contract since December 31, 2015; and,

WHEREAS, the Parties have been in contact with the New York State Public Employment Relations Board (“PERB”) and have been in the process of Impasse; and,

WHEREAS, the Parties have discussed this matter in detail and found it in their best interest to agree to resolve the CBA for January 1, 2016 – December 31, 2017, as follows:

IT IS HEREBY AGREED:

1. Within sixty days of ratification the following changes will be implemented and edited into the Parties’ CBA.

2. All references in the CBA to "Local 1772" will be edited to reflect the Association's name of "Local 137."
3. Prior MOUs/Executed Agreements: Prior MOUs/Executed Agreements will be placed in the final CBA.
4. **"Article IV Compensation"**

Will be amended to read as follows: **"Section 1. Wage Schedules.** Wage Schedules are shown in the attached Compensation Schedule, as affixed hereto and made a part hereof. All fractions of a cent will be rounded off to the next higher cent for all purposes in this agreement. Hourly rates will be calculated to two (2) decimal points.

The attached wage schedules shall be adjusted as follows:

Wages:

- Effective January 1, 2016 an increase of 2%
- Effective January 1, 2017 an increase of 2%

**Retroactive wages will be paid to all employees employed during the subject contract periods.

5. **"Article X Insurance"**

Will be amended to read on page 22-23 of the CBA:

Employee's Monthly Cost: Effective December 31, 2017, members of the unit shall pay the following percentage of premiums for health and dental insurance:

Single (no Dependents)	19% of premium
Married or Single (with Dependents)	19% of premium

**Retroactive premiums from active and retired employees will be collected by the City.

Effective January 1, 2015, a voluntary health and wellness program went into effect consistent with the terms attached and incorporated herein as Appendix C. If an active employee or retiree elects not to participate in the health and wellness program, the premium shall be 26% effective December 31, 2018. If an active member or retiree elects to participate in the wellness program and completes the steps as outlined in Appendix C, the employee or retiree will continue to pay 19% of the premium.

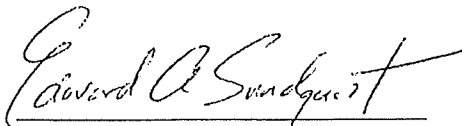
6. EMT Certification

EMT Certification: If a member lapses on certification due to no fault of their own, the member will have six (6) months to enroll in a recertification course; determination of no fault is subject to grievance procedure.

7. This Agreement incorporates the full and complete understandings of the Parties regarding this matter and includes all of the terms and conditions agreed to by them and may only be modified in writing by the Parties.
8. Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This Agreement shall be construed and interpreted in accordance with the laws/regulations of the State of New York, County of Chautauqua and Western District of New York.
10. This Agreement may be executed in three counterpart copies, each of which may be executed by only one of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon the parties hereto. Any signature delivered by a party by email or facsimile transmission shall be deemed to be an original signature hereto.
11. Ratification: this Tentative Agreement is subject to ratification by both the Association and City Council. Should either of the parties, by majority vote, not affirm ratification of this Tentative Agreement, neither party shall be bound by the provisions herein.

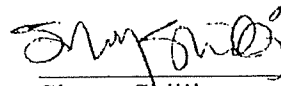
DATED: February 19, 2021

FOR THE CITY:



Edward A. Sundquist
Mayor of the City of Jamestown

THE ASSOCIATION:



Shawn Shilling
JPFFA Local 137 President

**TENTATIVE AGREEMENT
BY AND BETWEEN
THE CITY OF JAMESTOWN
AND
THE JAMESTOWN PROFESSIONAL
FIREFIGHTERS ASSOCIATION LOCAL 137**

The City of Jamestown and Jamestown Professional Firefighters Association Local 137, for the 2018 -2020 Collective Bargaining Agreement by and between the City of Jamestown ("the City") and the Jamestown Professional Firefighters Association Local 137 ("the Union" or "JPFA 137") do hereby agree to the following Tentative Agreements:

1. Article V - Section 1 - Wage Schedule

The salary schedule of each member of the Union shall be increased with full retroactivity and payment to all employees who worked during the subject periods:

2018 2.0%
2019 2.0%
2020 2.0%

Payout of all retroactive wages due JPFA 137 members pursuant to this Tentative Agreement shall occur no later than 60 days after date of execution of the Collective Bargaining Agreement.

2. Article X – Insurance

All new employees hired by the City after full execution of the Collective Bargaining Agreement by and between the parties shall be enrolled in the Hybrid Health Care Plan, attached hereto and incorporated herein as Exhibit A. The Hybrid Health Care Plan shall be subject to review and approval by the JPFA 137 Negotiating Committee prior to ratification. Current employees may choose to enroll in the Hybrid Health Care Plan.

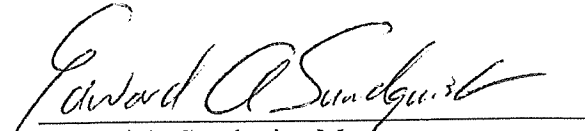
3. Article X – Insurance

Health insurance premiums shall increase to 21 % effective upon execution of the Collective Bargaining Agreement by all parties. There shall be no retroactive health insurance premium contributions due and owing to the City.

4. Effective date of ratification, the City of Jamestown shall pay the EMS Supervisor the wage rate set forth in the Collective Bargaining Agreement as salary based on annual hours worked (2080).
5. This Agreement incorporates the full and complete understandings of the parties regarding this matter and includes all of the terms and conditions agreed to by them and may only be modified in writing by the Parties.
6. Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

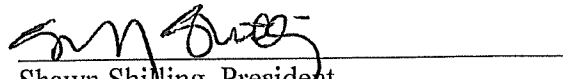
7. This Agreement shall be construed and interpreted in accordance with the laws/regulations of the State of New York, County of Chautauqua.
8. This Agreement may be executed in counterpart copies, each of which may be executed by only one of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon the parties hereto. Any signature delivered by a party by email or facsimile transmission shall be deemed to be an original signature hereto.
9. This Agreement is subject to ratification by the members of the JPFA 137 and approval by the City Council of the City of Jamestown.

Dated: March 31, 2021



Edward A. Sundquist, Mayor
City of Jamestown

Dated: March 31, 2021



Shawn Shilling, President
JPFA Local 137

**TENTATIVE AGREEMENT
BY AND BETWEEN
THE CITY OF JAMESTOWN
AND
THE JAMESTOWN PROFESSIONAL
FIREFIGHTERS ASSOCIATION LOCAL 137**

The City of Jamestown ("the City") and the Jamestown Professional Firefighters Association Local 137 ("the Union" or "JPFA 137") together ("the parties") are Parties subject to a collective bargaining agreement running through December 31, 2020. After good faith negotiation the Parties herein agree to enter into the following tentative Collective Bargaining Agreement for the period of January 1, 2021 – December 31, 2024.

The Parties do hereby agree to the following Tentative Agreements:

1. Article V - Section 1 - Wage Schedule

The salary schedule of each member of the Union shall be increased with full retroactivity and payment to all employees who worked during the subject periods:

2021	2.5%
2022	2.5%
2023	2.5%
2024	2.75%

Payout of all retroactive wages due to Jamestown Professional Firefighters Association Local 137 members pursuant to this Tentative Agreement shall occur no later than 60 days after the last party ratifies this Tentative Agreement.

2. Article X – Insurance

	Good Life	Non-Good Life	Deductible (Traditional)	RX Co-Pay
2021	21%	26%	\$200/\$400	\$10/\$20/\$40
2022	23%	28%	\$200/\$400	\$10/\$20/\$40
2023	23%	28%	\$200/\$400	\$10/\$20/\$40
2024	23%	28%	\$200/\$400	\$10/\$20/\$40

There shall be no retroactive health insurance premium contributions due and owing to the City for 2021 and 2022 for active employees and retirees.

3. Article XIX – Term of Agreement

This Collective Bargaining Agreement shall become effective upon ratification and cover the term January 1, 2021 terminating on December 31, 2024. This contract will be updated, finalized, and produced to the Union within 60 days upon ratification. Each member has the option to receive a paper copy and/or electronic copy of the contract, produced by the City.

4. **NEW SECTION – Staffing**

The City and JPFA Local 137 shall continue to discuss staffing issues.

5. **Article IV, Section 15: Compensation – Training**

Municipal Fire Instructor pay shall be increased to \$600.00 per year upon ratification.

6. **Article IV, Section 17: Compensation – Station Lieutenant**

Replace seniority-based Station Lieutenants with Civil Service-tested Captain positions,
subject to further discussion re: implementation

EAS
1/2/22

7. **Article VIII, Section 7: Sick Leave - Leave Due to Death in Family**

Include death of current spouse's grandparents for entitlement to leave of absence not to exceed one (1) working day.

8. **Article XIV: Uniforms – New Section**

Approved shorts shall be permitted to be worn on duty.

9. **New Section**

Upon retirement, members shall be permitted to take their bell cap and badge in honor of their service to the community.

10. **Article IV, Section 2(b): Rates for Higher Skills**

upon ratification
Effective ~~January 1, 2022~~, the City agrees to pay an additional \$100.00 per year to each employee who is a certified Emergency Medical Technician (E.M.T), provided such certification is current.

EAS
1/2/22

11. This Agreement incorporates the full and complete understandings of the parties regarding this matter and includes all of the terms and conditions agreed to by them and may only be modified in writing by the Parties.


12. Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13. This Agreement shall be construed and interpreted in accordance with the laws/regulations of the State of New York, County of Chautauqua.

14. This Agreement may be executed in counterpart copies, each of which may be executed by only one of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon the parties hereto. Any signature delivered by a party by email or facsimile transmission shall be deemed to be an original signature hereto.

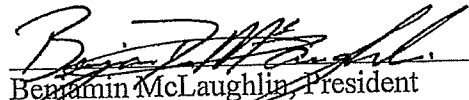
15. This Agreement is subject to ratification by the members of the JPFA 137 and approval by the City Council of the City of Jamestown.

Dated: June 21, 2022



Edward A. Sundquist, Mayor
City of Jamestown

Dated: June 21, 2022



Benjamin McLaughlin, President
JPFA Local 137

202207B24

BY COUNCILMAN SHELDON:

WHEREAS, the City of Jamestown and the Jamestown Professional Firefighters Association Local 137 through negotiations and mediation arrived at the terms of a tentative agreement, and

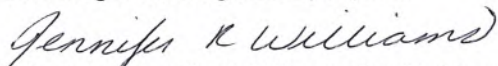
WHEREAS, the City Council has, after much deliberation and discussion, considered all the terms contained within the tentative agreement, now therefore, be it

RESOLVED, That the terms of the tentative agreement be, and hereby are, approved, and be it further

RESOLVED, That the Mayor be authorized to enter into a personnel agreement Jamestown Professional Firefighters Association Local 137, for the period covering January 1, 2021 through December 31, 2024, subject to the review and approval of the Corporation Counsel as to form.

Carried: 8 – 0 (Councilwoman Ecklund recused)

I, Jennifer R. Williams, City Clerk/ Treasurer of the City of Jamestown, New York, do hereby certify that the above resolution is a true and correct copy of the resolution adopted by the City Council of the City of Jamestown at a regular meeting held July 25, 2022


March 20, 2023 Jennifer R. Williams, City Clerk/Treasurer



Edward A. Sundquist
Mayor

Office of the City Clerk/Treasurer

200 East Third Street, Jamestown, NY 14701

Phone: 716-483-7612 • Fax: 716-483-7502 • Email: clerk@jamestownny.gov • www.jamestownny.gov

Jamestown Fire Department / JPFA Local 137
Letters of Agreement and Settlements
Table of Contents

- 2023 Procedure for the Administration of GML 207(a), February 9, 2023.
- 2022 Personal Time Usage Policy, Dec. 22, 2022.
- 2012 Payment of Base Annual Salary, February 15, 2012.
- 2012 Lt. Gatto Vacation missed due to injury LoA, Dec. 17, 2012.
- 2009 PERB A2009 553 Award 27 pay issue, Dec. 20, 2010.
- 2009 PERB Jean Doerr support 27 pay Award, Jan. 13, 2011.
- 2009 Electronic Use Policy Response, Sept. 04, 2009.
- 2009 Mutual Aid M22008-143 Settlement, Jan. 27, 2009.
- 2007 07-003 Mutual Aid grievance with IP U27859 2009 M22008-143 settlement, Jan. 27, 2009.
- 2008 Schedule Adjustment Hours missed due to injury. Jun. 30, 2008.
- 2006 Vacation time missed due to injury. Aug. 30, 2006.
- 2003 LoA Impact "Full Duty" equals 260hrs worked paid odd Fridays, July 2003.
- 2003 Impact payments, Unit staff positions not counted nor to receive share. Apr. 24, 2003.
- 2002 PERB IA201-025 Foster Impact Award, Oct. 11, 2002.
- 2007 EMT test final time off MoU, May 15, 2007.
- 2000 Time Off Agreement First Line Supervisors School, Feb. 25, 2000.
- 2000 FF Mechanic pay differential, Jan. 02, 2000.
- 1995 OSHA Physical MoA amendment, Jan. 05, 1995.
- 1993 OSHA Physical MoA, Jun. 30, 1993.
- 1992 Career Step MoA, Feb. 14, 1992.
- 1975 Career Step MoA, Dec. 26, 1975.
- 1986 Lost and Damaged Committee MoA, May, 19, 1986.

JAMESTOWN FIRE DEPARTMENT

POLICY STATEMENT

Issue Date 02/19/2015	Classification Code Contract Administration	160.1001.01
Effective Date 02/19/2015 Edited Spring 2023	Subject Procedure for the Administration of GML Section 207-a	
Review Date See Table of Contents	Review by Whom See Table of Contents	Rescinds: New Issue

PROCEDURE FOR THE ADMINISTRATION OF GENERAL MUNICIPAL LAW SECTION 207-A FOR THE CITY OF JAMESTOWN AND THE CITY OF JAMESTOWN FIRE DEPARTMENT

Section 1. INTENT

This procedure is intended to implement the express language of Section 207-a of the General Municipal Law and is not intended to reduce any benefits that firefighters are entitled to pursuant to Section 207-a of the General Municipal Law. The City will endeavor to reduce all extraneous paperwork associated with this policy whenever possible.

For the purpose of this Article, “business day” shall mean Monday through Friday excluding any holiday when City Hall is closed for regular business.

Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

a. A firefighter or anyone acting on his/her behalf, who claims a right to benefits under Section 207-a of the General Municipal Law either because of a new illness or injury or the recurrence of a prior illness or injury shall make written notice and application for those benefits within twenty-four hours of the incident giving rise to his/her injury/illness or within seven (7) business days of when the firefighter reasonably should have known that the illness or injury would give rise to the claim of entitlement to 207-a benefits. The written notice and application shall be presented to the Deputy Fire Chief or the Deputy Fire Chief’s designee on

the forms which are made a part of this procedure (See Appendices A and B). Nothing in this section is intended to negate the requirement of immediately reporting an injury in accordance with the Rules and Regulations of the Jamestown Fire Department.

b. The firefighter shall provide a HIPAA compliant medical authorization/release for the City to obtain copies of the firefighter's relevant medical records from his/her treating physician or other health care provider. The firefighter will only be required to sign a release limited to the five (5) year period prior to the subject body part injury in question, except for injuries of generalized pain in which case a five (5) year blanket HIPPA release will be required for the purposes of ascertaining the proper injury. For injuries resulting in no time off, only Appendix A need be filled out. For injuries resulting in time off being taken, both Appendix A and B will be required.

2. The City will provide the firefighter, without cost to the firefighter, a copy of the records and reports provided to the City pursuant to the authorization as well as any records or reports by physicians, health care providers, or other experts who examine the firefighter on behalf of the City. The medical authorization shall contain a confidentiality statement prohibiting the use or release of the firefighter's medical records except for purposes authorized by this Procedure including any hearing undertaken pursuant to Section 7.

c. The firefighter or representative shall also fill out a report notifying the New York State Retirement System of his/her claim for on-the-job injury. The form should be returned with the 207-a application for transmittal to the Retirement System (certified mail/return receipt) by the Deputy Fire Chief's office.

d. In the event that a GML applicant indicates that there was another firefighter as a

witness to the event giving rise to the claim for benefits, the named witness shall, at the direction of the Deputy Fire Chief or designee, prepare a detailed written statement of the events; this statement must be prepared in the format attached as Appendix "A". The City, in its discretion, may order such witness statements to be produced.

e. In the event of a personal inability by the firefighter to give notice, such notice may be made by another acting on behalf of such firefighter. If known, the notice shall describe the nature of the injury or sickness and the name of the treating physician.

f. The failure to satisfy any time limits specified above shall render a notice of filing untimely and shall preclude an award of any benefits pursuant to Section 207-a of the General Municipal Law; provided, however, that the Deputy Fire Chief shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown.

g. The firefighter shall make every reasonable effort to schedule medical appointments with his/her doctor as promptly as possible; it is incumbent upon the firefighter to keep appointments made. Failure to keep appointments and to comply with medical treatment may give rise to an action under Section 7 of this Procedure to remove the firefighter from GML status.

Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

a. The firefighter shall be marked injured, during the pendency of the matter pending determination of his/her eligibility for Section 207-a benefits.

b. In the case of any employee who has no sick leave time accrued to his/her credit, the City will advance sick leave for the purposes of this Section until such time as a final determination pursuant to Section 4 or Section 7 (as applicable), below, is made. In the event that the employee is denied 207-a eligibility and, either the employee does not appeal this denial,

or, after appealing the denial, the denial of benefits is upheld, the employee will reimburse the City in time (sick, vacation, or other available time) or money, at the option of the employee, for the sick leave time advanced.

c. In the event that an employee is found to be eligible for 207-a benefits, the employee will have all used leave credits restored.

Section 4. BENEFIT DETERMINATIONS

a. The City shall promptly review a firefighter's application for Section 207-a benefits and shall determine eligibility within a reasonable time frame after the Deputy Chief or the Deputy Chief's designee receives the Application, all necessary medical documentation and any additional information necessary to make an informed determination.

b. In determining the Application the City may require a more detailed statement from the firefighter than that contained on the Application. The City may take statements from witnesses and may send the firefighter to a physician or physicians of its choice for examination at the City's expense, and such appointments whenever possible shall be made during the hours of the firefighter's regularly scheduled shift.

c. The determination will be made in writing to the firefighter, setting forth in detail any and all reasons for the determination. In the event that the Application is denied, the City will simultaneously provide the firefighter, without cost, a copy of all information produced or acquired by it, in connection with the firefighter's Application and determination for Section 207-a benefits. The City will continue to provide the firefighter with additional medical information subsequently produced or acquired. The firefighter must also provide the City with

any additional, after acquired medical reports or analysis, including medical records related to the illness claimed.

Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-a, the Department, acting through the Deputy Chief, or the Deputy Chief's designee, may assign a disabled firefighter specified light duties, consistent with his/her status as a firefighter, the firefighter shall be assigned a work schedule as determined by the Deputy Chief or designee. The Deputy Chief or the Deputy Chief's designee, prior to making a light duty assignment, shall advise the firefighter receiving benefits under Section 207-a that his/her ability to perform a light duty assignment is being reviewed. Such a firefighter may submit to the Deputy Chief, or the Deputy Chief's designee, any document or other evidence in regard to the extent of his/her disability. The Deputy Chief or the Deputy Chief's designee, may cause a medical examination or examinations of the firefighter, to be made at the expense of the City. The physician selected, the firefighter and his/her physician, shall be provided with the list of duties and activities that a full duty firefighter may be required to perform, prior to the firefighter being assigned to light duty. The City's physician shall make an evaluation as to the ability of the disabled firefighter to perform certain duties or activities, given the nature and extent of the disability. If the firefighter's physician does not agree that the firefighter is medically able to perform the light duty assignment, the physician must express, in writing, those elements of the light duty assignment which the employee cannot perform and the specific medical reasons which preclude the firefighter from performing the duties. If there is a disagreement between the City's physician and the firefighter's physician as to the firefighter's fitness to perform one or more portions of the duties of the light duty assignment, those portions cannot be assigned until the

dispute is resolved pursuant to Section 7. It is understood that assignment to light duty is temporary and that a firefighter so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

Furthermore, if a firefighter refuses to perform a light duty assignment and fails to provide detailed medical support for the refusal, the firefighter shall be immediately removed from GML status..

Nothing contained herein shall require the Department to create light duty assignments.

Section 6. TERMINATION OF BENEFITS

Salary payments provided by Section 207-a.1 shall terminate pursuant to specific provisions of this Procedure and/or upon the employee being retired pursuant to an accidental disability retirement or a performance of duty disability retirement as set forth in the Retirement and Social Security Law. Nothing herein shall preclude the continuation of 207-a benefits pursuant to 207-a.2, if appropriate.

Section 7. DISPUTE RESOLUTION PROCEDURE

In the event that the City denies an Application for Section 207-a benefits, seeks to discontinue Section 207-a benefits, there is a dispute about whether a firefighter is capable of performing a specific light duty assignment, there is an issue with respect to outside employment (*see* Section 10), a dispute over the relevancy of medical documents required by the City, or in the event there is a dispute concerning the application of any provisions of this policy, as well as the remedy applicable in any of the foregoing matters, the matter will be submitted directly to arbitration pursuant to the grievance arbitration provisions of the Collective Bargaining Agreement. The determination of the arbitrator shall be final and binding on the City and the firefighter, but shall not preclude further review at a subsequent date based upon new or

supplemental medical or other information. Pending the determination of the arbitration, the firefighter will be placed on sick leave. If the matter is resolved in favor of the firefighter, the sick leave will be restored and the associated time will be counted as injury time off. The cost of arbitration shall be borne equally by the City and the firefighter.

Section 8. DISABILITY RETIREMENT

Consistent with Section 207-a, the City may file an application on the firefighter's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick firefighter who is receiving 207-a benefits shall permit reasonable medical inspections in connection with such an application for accidental disability retirement or performance of duty disability retirement. Failure to comply with said medical inspection may result in the firefighter being immediately removed from GML status.

Section 9. CONTINUATION OF CONTRACT BENEFITS

For the first twelve (12) months of leave pursuant to Section 207-a, a firefighter will continue to accrue and is entitled to utilize all contract benefits. The items to be continued under this section shall include, but are not limited to, the following: Seniority rights (Article II), E.M.T. Stipend (Article IV), Prorated Compensatory Time Payments (Article IV), Increases in Salary (Article IV), Longevity Benefits (Article IV), Court Time and Jury Duty Compensation (Article IV), 26 \$100.00 Longevity Pays (Article IV), Code Enforcement Officer Compensation (Article IV), Holiday Pay (Article VI), Personal Day Benefits (Article VI), Vacation Allowances (Article VII), Sick Leave (Article VIII), and Extended Leaves of Absence (Article IX).

Beginning on the thirteenth (13th) month, the firefighter shall not accrue any contract benefits except for wages and applicable longevity. In the event that the firefighter is assigned to light duty (pursuant to Section 5, above) the firefighter will be entitled to all contractually negotiated fringe benefits.

In no event shall the contractual Health Insurance benefits of a firefighter and his/her dependents be suspended or discontinued pursuant to this section.

Section 10. OUTSIDE EMPLOYMENT

If, as a result of an investigation, the City determines that a firefighter receiving benefits pursuant to 207-a has engaged in paid outside employment, the Deputy Chief shall provide to the firefighter written notice of such determination. The notice shall specify in detail any and all reasons constituting the factual basis for the determination. If it is determined that the firefighter is or has been engaging in statutorily prohibited outside employment, his/her GML status may be immediately suspended and subject to termination after hearing and determination pursuant to Section 7 herein. The arbitrator shall have the authority to determine the amount of benefit to be reimbursed to the City, if any, and direct the manner in which such reimbursement shall be made. The City, upon request, must be provided with a W-2 form or tax returns or other proof other than sworn statements by the firefighter as to income. The firefighter may redact irrelevant information from the information requested by the City, e.g., spousal income.

Section 11. HAZARDOUS EXPOSURE

A firefighter, who reasonably believes he or she may have been exposed to a health hazard, e.g., AIDS, Hepatitis-B, biological or chemical toxins, etc., as a result of the performance of his or her duties, shall file a hazardous exposure incident form, as well as a report to the New

York State Retirement System (See Appendix "A and "B") at the time of the exposure. The exposure form will be maintained by the City in the firefighter's personnel file (medical subfile).


If a firefighter claims a job-related injury due to exposure to a health hazard, then he or she must comply with the Notice of Disability filing requirements of Section 2 as well as the other requirements of this Procedure.

Section 12. EXCLUSIVITY OF PROCEDURES

These procedures are the sole exclusive procedures for determining a firefighter's eligibility for benefits under GML Section 207-a and specifically to what benefits a GML recipient is entitled. .

Section 13. This GML 207-a Procedure shall immediately replace and supersede any and all prior GML 207-a practices and procedures utilized in the JFD which were not specifically incorporated herein.

Executed on this date 20 March , 2023.


Benjamin McLaughlin, President


MATTHEW COON, Deputy Fire Chief


Evan Vande Velde, Secretary

APPROVED BY:

Revision History: .01 - Original Release

Distribution:

Policy & Procedure Manuals

- Office Master Manual
- Director of Public Safety Manual
- Deputy Fire Chief Manual
- Battalion Fire Chief Manual
- Shift Commander Manual
- Company Officer Manual (L, 3, 4, 5)
- Maintenance Officer Manual
- Prevention / Inspection Manual
- Human Resources
- New Employee Manual

City of Jamestown

Appendix A

Chautauqua County Self Insurance Plan ACCIDENT/INJURY REPORT FORM

Type or Print Legible

(The injured worker and supervisor must complete and file this report within 24 hours of the accident. Send the report to Dennis Brooks Gerace Office Building Finance Department, Mayville, NY 14757, Fax: 716-753-4888 Email: BrooksD@co.chautauqua.ny.us WITHIN 48 hours.

PART I - INJURED WORKER'S STATEMENT OF ACCIDENT/ILLNESS																	
Municipality and Address: City of Jamestown 200 Spring Street, Jamestown, NY 14701		Department Name: JAMESTOWN FIRE DEPARTMENT															
Employee Name (Last, First, Middle):		SSN:															
Home address:		Date of Hire:															
Work phone:	Home Phone:	Cell Phone:															
Job Title:	Gender: M/F	Number of days worked per week:															
Date of Birth:	Employment Status FT/PT:	Emergency Contact name and number:															
Date of occurrence:	Time of accident:	Time employee began work:															
Date and Time reported to supervisor:		Location of injury occurrence:															
What caused the injury (check all that contributed): <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Blood/fluid exposure</td> <td><input type="checkbox"/> Struck by flying/thrown object</td> </tr> <tr> <td><input type="checkbox"/> Rubbed or abraded by</td> <td><input type="checkbox"/> Slip, Trip, Fall</td> </tr> <tr> <td><input type="checkbox"/> Struck against object</td> <td><input checked="" type="checkbox"/> Motor Vehicle Accident</td> </tr> <tr> <td><input type="checkbox"/> Noise Exposure</td> <td><input type="checkbox"/> Caught in/under/between object</td> </tr> <tr> <td><input type="checkbox"/> Toxic Material Exposure</td> <td><input type="checkbox"/> Struck by an object/person</td> </tr> <tr> <td><input type="checkbox"/> Electric Shock</td> <td><input type="checkbox"/> Assaulted by client/person</td> </tr> <tr> <td><input type="checkbox"/> Lifting and/or carrying</td> <td><input type="checkbox"/> Other: _____</td> </tr> </table>				<input type="checkbox"/> Blood/fluid exposure	<input type="checkbox"/> Struck by flying/thrown object	<input type="checkbox"/> Rubbed or abraded by	<input type="checkbox"/> Slip, Trip, Fall	<input type="checkbox"/> Struck against object	<input checked="" type="checkbox"/> Motor Vehicle Accident	<input type="checkbox"/> Noise Exposure	<input type="checkbox"/> Caught in/under/between object	<input type="checkbox"/> Toxic Material Exposure	<input type="checkbox"/> Struck by an object/person	<input type="checkbox"/> Electric Shock	<input type="checkbox"/> Assaulted by client/person	<input type="checkbox"/> Lifting and/or carrying	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Blood/fluid exposure	<input type="checkbox"/> Struck by flying/thrown object																
<input type="checkbox"/> Rubbed or abraded by	<input type="checkbox"/> Slip, Trip, Fall																
<input type="checkbox"/> Struck against object	<input checked="" type="checkbox"/> Motor Vehicle Accident																
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<input type="checkbox"/> Toxic Material Exposure	<input type="checkbox"/> Struck by an object/person																
<input type="checkbox"/> Electric Shock	<input type="checkbox"/> Assaulted by client/person																
<input type="checkbox"/> Lifting and/or carrying	<input type="checkbox"/> Other: _____																
Nature of the injury (i.e. laceration, burns, fracture):		Body part(s) injured:	Previous injury to same body part:														
If yes, give details:																	
Accident Description:																	
Initial Treatment: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> No Medical Treatment</td> <td><input type="checkbox"/> Minor on-site first aid</td> <td><input type="checkbox"/> Minor Treatment with primary care/urgent care/hospital</td> </tr> <tr> <td><input type="checkbox"/> Emergency Evaluation</td> <td><input type="checkbox"/> Hospitalization greater than 24 hours</td> <td><input type="checkbox"/> Future medical/lost time anticipated</td> </tr> </table>				<input type="checkbox"/> No Medical Treatment	<input type="checkbox"/> Minor on-site first aid	<input type="checkbox"/> Minor Treatment with primary care/urgent care/hospital	<input type="checkbox"/> Emergency Evaluation	<input type="checkbox"/> Hospitalization greater than 24 hours	<input type="checkbox"/> Future medical/lost time anticipated								
<input type="checkbox"/> No Medical Treatment	<input type="checkbox"/> Minor on-site first aid	<input type="checkbox"/> Minor Treatment with primary care/urgent care/hospital															
<input type="checkbox"/> Emergency Evaluation	<input type="checkbox"/> Hospitalization greater than 24 hours	<input type="checkbox"/> Future medical/lost time anticipated															
Signature: _____		Date: _____															

Employee Name:

Date of injury:

SUPERVISOR'S STATEMENT

Injury:

Location:

Did injured worker receive medical treatment:

Date:

Name and address of hospital or physician:

Death Result of Injury: Y/N

Date of Death:

Number of Dependents:

Describe the circumstances causing the accident/injury:

Witnesses (attach statements as appropriate):

Name: _____ Title: _____ Phone #: _____

Name: _____ Title: _____ Phone #: _____

What preventative measures could avoid similar occurrences (PPE, Engineered changes, proper training, etc.):

Describe any unsafe practices:

Was Accident Investigated by a Safety Officer or Accident Reconstruction?

Did injured worker lose time from work:

Full Wages Paid for Date of Injury: Y/N

Employer Pd Salary in Lieu of Compensation: Y/N

Has the injured worker returned to work:

If yes, date returned:

Any Physical Restrictions?

If yes, describe:

Supervisor's Name:

Signature:

Phone ext:

Date Completed:

Notes:

Appendix B

City of Jamestown
General Municipal Law Section 207-a
Application

1. _____
Name of firefighter

2. _____
Address

3. _____
Telephone number

4. _____
Age

5. _____
Name of supervisor

6. _____
Current job title

7. _____
Occupation at time of injury/illness

8. _____
Length of employment

9. _____
Date of Incident

10. _____
Day of Week

11. _____
Time

12.a. _____
Name of witness(es)

b. _____

c. _____

13. Describe what the firefighter was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary). _____

14. Where did the incident occur? Specify. _____

15. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

16. When was the incident first reported? _____

To whom? _____ Time _____

Witness (if any) _____

17. Was first aid or medical treatment authorized? _____

By whom? _____ Time _____

18. Name and address of attending physician _____

19. Name of hospital _____

20. State nature of injury and part or parts of body affected _____

21. Will the officer be returning to duty? _____

When? _____

Date of report

_____, New York _____

Appendix B - FORM 2

CITY OF JAMESTOWN

THIS FORM IMPLEMENTS THE REQUIREMENTS OF THE STANDARDS FOR PRIVACY OF INDIVIDUAL IDENTIFIABLE HEALTH INFORMATION (THE PRIVACY RULE) ESTABLISHED PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA). EXCEPT AS OTHERWISE PERMITTED OR REQUIRED BY THE PRIVACY RULE, A HEALTH CARE PROVIDER MAY NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION WITHOUT AN AUTHORIZATION THAT COMPLIES WITH THE REQUIREMENTS OF 45 C.F.R. SECTION 164.508. THE HEALTH CARE PROVIDER MUST GIVE A COPY OF THIS COMPLETED FORM TO THE PATIENT.

Authorization for Use and Disclosure of Protected Health Information

Patient's Name: _____ Date of Birth: _____
SSN: _____

Address: _____

I hereby authorize the use and disclosure of protected health information for treatment rendered during the time period: From: _____ through: _____

The information described below may be disclosed by: (name of person(s), entity or class of persons that will disclose information).

The information below may be disclosed to: City of Jamestown, Office of Corporation Counsel, 200 East Third Street, Jamestown, New York 14701

INPATIENT HOSPITAL OUTPATIENT HOSPITAL PHYSICIAN/SUPLIER CLINICAL
LABORATORY

HOME HEALTH AGENCY SKILLED NURSING FACILITY OTHER (SPECIFY)

The information that may be used or disclosed includes: **(Circle ALL appropriate types)**

INTERVIEW OF ATTENDING PHYSICIAN(S) ALL TREATMENT RECORDS HIV RELATED TREATMENT RECORDS

BEHAVIORAL HEALTH/PSYCHIATRIC TREATMENT RECORDS DRUG AND ALCOHOL TREATMENT RECORDS

(Disclosure of HIV related information is controlled by NYS Public Health Law. Disclosure of alcohol and drug abuse information is controlled by 42 C.F.R. part 2. Re-disclosure of such information is forbidden without your additional written authorization unless permitted under state or federal law.)

The purpose of disclosure is:

REQUEST OF THE INDIVIDUAL WHO IS THE SUBJECT OF THE RECORDS OR HIS/HER PERSONAL REPRESENTATIVE

OTHER (Describe):

(Name)

THIS AUTHORIZATION MAY BE REVOKED BY WRITTEN REQUEST TO THE MEDICAL SERVICE PROVIDER'S PRIVACY OFFICER. INFORMATION DISCLOSED PRIOR TO RECEIPT OF THE REVOCATION MAY NOT BE RETRIEVED. IF ACTION WAS TAKEN IN RELIANCE ON THE AUTHORIZATION, THE PERSON WHO RELIED ON THE AUTHORIZATION MAY CONTINUE TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION AS NEEDED TO COMPLETE WORK THAT BEGAN BECAUSE THE AUTHORIZATION WAS GIVEN. TO REVOKE THIS AUTHORIZATION PLEASE WRITE TO:

(Address)

(City, State, Zip)

This authorization expires on _____ or upon the following event:

(Signature)

(Print name of patient or personal representative)

(Date)

(Description of Personal Representative's authority)

YOU HAVE A RIGHT TO REFUSE TO SIGN THIS AUTHORIZATION. THE MEDICAL SERVICE PROVIDER MAY NOT CONDITION TREATMENT, PAYMENT, ENROLLMENT OR ELIGIBILITY FOR BENEFITS ON WHETHER YOU SIGN THIS AUTHORIZATION. IT IS UNDERSTOOD THAT INFORMATION MAY BE RE-DISCLOSED BY THE RECIPIENT. INFORMATION DISCLOSED MAY NO LONGER BE PROTECTED BY THE FEDERAL PRIVACY RULES.

YOU HAVE A RIGHT TO RECEIVE A COPY OF THIS AUTHORIZATION AFTER YOU HAVE SIGNED IT.

CONFIDENTIALITY:


The medical records released are to be used solely by the City to carry out its obligations under Section 207-a of the General Municipal Law, administering the contractual 207-a procedures, or where the release is authorized or required by law. For 207-a purposes they may only be accessed by the attorney for the City, the Public Safety Director, the Deputy Chief of the Fire Department, the Fire Department Secretary, and their designated medical experts or to others authorized by the attorney for the City for the purpose of presenting evidence at 207-a hearings. If release of these records to others are authorized or required by law, the City will provide written notification to the firefighter listing the records release and to whom the records were released. Access without the firefighter's consent by any other individuals will be considered a breach of the City's contractual obligation to keep these records confidential.

PERSONAL TIME USAGE

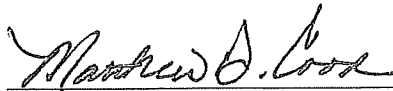
- A. If the first use it or lose it day is taken as a whole day (10 hours) or a whole night (14 hours), then the use it or lose it day is used, and the member has a balance of 2 D/N.
- B. If a member breaks into the first use it or lose it day by using less than 10 hours, then the actual numbers of hours will be subtracted from 12 hours. Subsequent use of time will be subtracted from the member's balance on an hour-for-hour basis (10 hours for a day or 14 hours for a night).
Example: A member uses 2 hours, leaving a balance of 2 D/N and 10 hours. This will be used in increments, or as a day (10 hours) or a night (14 hours). If a day is used, then 10 hours are subtracted, leaving 2 D/N. If a night is used, then 14 hours are subtracted, leaving 1 D/N and 8 hours. At this point, the use it or lose it day is gone.
- C. If a member has 2 D/N left, the use of a whole day (10 hours) or a whole night (14 hours) will result in the balance being 1 D/N.
- D. If a member has 1 D/N left, the use of a whole day (10 hours) or a whole night (14 hours) will result in the balance being 0.
- E. If a member has a balance of 1 D/N and 10 hours, or 1 D/N and 11 hours and takes a whole day (10 hours), then their balance is 1 D/N, or 1 D/N and 1 hour. If a member takes a whole night (14 hours), then their balance is the number of hours (10 or 11).
- F. If a member has a balance of less than 1 D/N and 10 hours and takes a whole day (10 hours) or a whole night (14 hours), then the D/N is reduced to 0 and the hour balance stays the same.
Example: A member has 1 D/N and 8 hours. If the member takes a day (10 hours) or a night (14 hours), then there is a remaining balance of 8 hours.
- G. If a member has less than 12 hours as a balance; then the actual number of hours will be subtracted.
- H. Members working Monday-Friday in the office will be credited with 36 hours at the beginning of the year. If a whole day is taken, it will be counted as 12 hours. Time less than one day taken will be used in hour-by-hour increments.
- I. In keeping within the terms of Article VI, Section 5 of the Collective Bargaining Agreement, personal days/nights may be taken in increments of two (2) hours or more. Use of quarter-hour (15 minute) increments is permitted beyond the two (2) hour minimum.
Example: A member requests and is granted three (3) hours of personal time, and ultimately reports for duty after two (2) hours and ten (10) minutes, then that member will have expended two (2) hours and fifteen (15) minutes from their balance.

J. Nothing contained in this agreement shall be deemed to constitute any waiver of rights under the Collective Bargaining Agreement or any applicable law.

Dated: December 22, 2022

Signed: 
Benjamin D. McLaughlin, President
JPFA Local 137

Dated: December 22, 2022

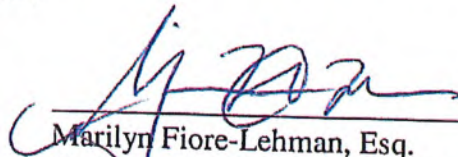
Signed: 
Matthew D. Coon, Deputy Fire Chief
Jamestown Fire Department

TENTATIVE AGREEMENTS

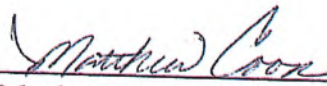
Jamestown Professional Firefighters Association Local 1772 and the City of Jamestown

1. Pay days will be the business day prior to the holiday so as not to delay the pay day provided there is no issue out of control of the City preventing payment on that pay day.
2. Article IV, Section 18 - Payment of Base Annual Salary - Annual Base Salary to which a member is entitled will be paid in equal installments over the number of bi-weekly pay dates in a calendar year. Adjustments will be made in the member's first and last year of employment to ensure accurate compensation for all hours worked.

February 15, 2012



Marilyn Fiore-Lehman, Esq.
Corporation Counsel, City of Jamestown



Matthew Coon, President
JPFA Local 1772

Lt. James Gatto missed seven days vacation in 2012 due to an on-the-job injury. Four of these days can and have been rescheduled in calendar year 2012. Three days (two day shifts and one night shift) cannot. Under the August 30, 2006 Memorandum of Agreement, Lt. Gatto would receive straight time compensation for these three days. However, Lt. Gatto prefers and has requested an exception to this agreement once, without prejudice, so he may instead reschedule these days (two day shifts and one night shift) in January 2013 in lieu of payment due under the above mentioned Memorandum of Agreement. This agreement is for this particular request only and is not a precedent, nor can it be used in any other grievance, hearing, arbitration, or dispute between the City and Local 1772 or its members.

Jamestown Professional Firefighter's Association

Signed Matthew Coon Date 12-17-12
Matthew Coon, President, JPFA Local 1772

Signed James Gatto Date Dec 17, 2012
James Gatto

City of Jamestown

Signed Chester R Harvey, Jr. Date Dec. 13, 2012
Chester Harvey, Jr., Deputy Fire Chief

In the Matter of the Arbitration

Between

Jamestown Professional Firefighters Association,
Local 1772

And

City of Jamestown

PERB Case No. A2009 553

OPINION AND AWARD

This Arbitration arises pursuant to the Labor Agreement by and between the City of Jamestown and the Jamestown Professional Firefighters Association, Local 1772 under which and in accordance with the Rules of the New York State Public Employment Relations Board Adam Kaufman was selected to serve as Arbitrator and under which his Decision and Award shall be final and binding on the parties and affected firefighters.

The Hearing in this matter was held on October 26, 2010 at the Municipal Building, Jamestown, New York. The parties were afforded full opportunity for the examination and cross examination of witnesses, the introduction of relevant exhibits and for argument. Both parties electronically filed post hearing briefs on November 23, 2010 and the hearing record was closed as of that date.

APPEARANCES

Jamestown Professional Firefighters Association
Local 1772
Charles S. DeAngelo, Esq.
Christopher Dahlgren

City of Jamestown
Marilyn Fiore-Lehman, Corporation Counsel
Lance Hedlund, Deputy Chief (Retired)
Chet Harvey, Deputy Chief
Joseph Billetto, Comptroller

ISSUE

The parties stipulated to the following statement of the issue:

Did the City of Jamestown violate the Collective Bargaining Agreement, Article XVII, Section 1. (d) and past practice when it failed to pay a 27th pay to Jamestown Professional Firefighters Association, Local 1772 members, changed the day for receipt of pay for the last pay date in 2009, and divided the 2010 pay schedule into 27 pay dates? If so, what is the appropriate remedy?

RELEVANT CONTRACT PROVISION

ARTICLE XVII General Provisions

Section 1.

- (d) The parties agree that any changes in existing working conditions must be mutually agreed upon by the parties, in writing, signed by the parties herein.

FACTS

Calendar year 2009, as occurs every eleven years, was divisible into twenty-seven (27) bi-weekly periods. The members of the Jamestown Professional Firefighters Association, Local 1772 (Local 1772) received their last paycheck from the City of Jamestown (City) on December 18, 2009, the twenty-sixth bi-weekly period. The members of Local 1772 did not receive a check for the bi-weekly period ending, Thursday, December 31, 2009. If a paycheck is due on a Friday that is a holiday, payment has, as a matter of practice, been made on the Thursday before that Friday. The day before the New Year's Day holiday is also a half-day holiday pursuant to the parties' collective bargaining agreement.

On December 18, 2009 the City issued a Notice to Jamestown Firefighters stating that the first pay for 2010 was to be paid on January 1, 2010. The Notice called attention to the fact that for those members who have direct deposit the pay deposit would not be available for withdrawal until January 4, 2010 because of the Federal holiday and banking rules but the City offered to allow "pick up" of payroll checks on January 1. The Notice further stated: "There are 27 pay dates in 2010. In order to prevent any overpayment of base salary and other pro-rated salary items, your pay for 2010 and the annual deductions, will be equally divided over the 27 pay dates in 2010 beginning on January 1, 2010."

Local 1772 challenged the City's action, which it termed an "alteration in our wage structure and pay schedule," as inconsistent with its collective bargaining agreement and New York State employment law. On December 29, 2009, Lance Hedlund, Deputy Fire Chief, denied Local 1772's demand for "an additional paycheck in 2009," and advised Local 1772 the "last payroll check for 2009 was paid on Friday, December 18, 2009" and that "as of December 18, 2009, each member of the Jamestown Fire Department has been paid in full for their base annual wages and the pro-rated CT time."

On February 24, 2010, the City's Corporation Counsel denied that the City's actions were in violation of the collective bargaining agreement between the parties stating that "[t]he members of Local

1772 have always been paid their base annual salary calculated on Two Thousand Eighty (2080) hours divided by the number of pay periods in the year,” and that the Firefighters “were paid in full on December 18, 2009 their base annual salary and pro-rated CT time for calendar 2009.” The Corporation Counsel determined “[t]he relief requested by the Union would result in an overpayment to each member of Local 1772 as they would be receiving pay to which they were not entitled.” The Corporation Counsel noted that the Local had been offered the opportunity to review the City’s payroll records to confirm that fact but as of the date of the letter no representative of Local 1772 had availed himself of that opportunity.

It is undisputed that in 1987 and in 1998 the City provided a twenty-seventh payroll check to employees in all its bargaining units.

In 1987, the City realigned its payroll and issued a 27th payroll check on December 31, as payment for one (1) week that ended on December 25, 1987. It was stipulated and agreed to by bargaining unit representatives for police officers and firefighters that this one (1) week’s pay for each employee “shall be in addition to the employee’s customary yearly salary for the year 1987.” A lag payroll format was thereafter implemented pursuant to that stipulation and agreement over five (5) payroll periods in 1988 that effectuated a one (1) week lag payroll for each employee payable in the year of an employee’s retirement.¹

On December 10, 1997, the City’s then Associate Corporation Counsel issued a memorandum sanctioning a bi-weekly payment on January 2, 1998 for the period December 14, 1997 through December 27, 1997 at “the 1997 rate” for “CSEA, fire and police” employees. The Associate Corporation Counsel then went on to state: “It is my understanding that there are actually twenty-seven (27) bi-weekly pays during calendar year 1998, and that the affected employees will all receive their full twenty-six (26) bi-weekly pays at the 1998 wage rate.”

¹ Stipulation Heelas, et al v. City of Jamestown and Carlson, Supreme Court, County of Chautauqua Index No.- G-10592 January 5, 1988 and Nalbome Memorandum “Second Revision On Realignment of Biweekly Payrolls” December 29, 1987.

During October, November and December, 2009 the parties met in an effort to resolve the issue of a twenty-seventh payroll payment and what was first termed by Local 1772's counsel in December "the lag payroll matter." In documents that were exchanged, both parties acknowledged that members of Local 1772 are paid their base salary for Two Thousand Eighty (2080) hours over 26 equal installments during the course of "an average year;" and that as of December 18, 2009 the members of Local 1772 would be fully compensated for their base schedule of 2080 hours for that year.²

In an effort to reach an understanding and settlement with regard to payroll payments in those years in which a twenty-seventh bi-weekly period occurs, the City offered to make a payment on December 31, 2009 to the firefighters represented by Local 1772 that would be "equivalent to an 80 hour base pay plus any stipends, holiday pay, overtime, etc that may be earned by the individual members during the final pay period." In consideration of the offer Local 1772 would have to agree that in future years where there occur twenty-seven bi-weekly pay periods (the first projected to be 2020) the annual base salary would be calculated and paid over twenty-seven equal pays instead of twenty-six. Local 1772 rejected that offer and the parties did not reach a resolution of the payment issue.

A Demand for Arbitration was filed with the New York State Public Employment Relations Board on March 1, 2010. An Order denying the City's Motion to Stay Arbitration and granting the Association's Cross Motion to Compel Arbitration by Supreme Court Justice James H. Dillon dated June 4, 2010 was entered and filed in the Chautauqua County Clerk's Office on June 17, 2010.³

² See, the first clause and paragraph 2. of the drafts of the proposed "Memorandum of Agreement between City of Jamestown/Local 1772 JPFA." Those draft agreements do not reference payroll for the calendar year 2010.

³ Local 1772 also filed a related Improper Practice Charge with the Public Employment Relations Board on April 8, 2010.

POSITION OF THE PARTIES

Local 1772 contends that the matter at issue is resolved simply by looking at the calendar for the year 2009 and it points out, as would be evident, there were twenty-seven bi-weekly pay periods. Firefighters, it suggests, are always paid every two weeks, ergo they should be paid for a twenty-seventh pay period. Since the Friday ending the pay period for the twenty-seventh payroll fell on a holiday, that pay date, consistent with practice, argues Local 1772, should have been Thursday, December 31, 2009.

Local 1772 underscores that in 1987 and 1998, it is uncontested that the City of Jamestown made a twenty-seventh payment to its members. The Local characterizes the failure in 2009 to make a twenty-seventh payment as causing "lag pay." Local 1772 maintains that the New York State Public Employment Relations Board (PERB) consistently has ruled that a maintenance of benefits continuation clause, as is contained in the collective bargaining agreement between the parties as Article XVII Section 1. (d) is negotiable and that "changing the method of payment or lag payroll systems under which employees are not paid until a later period" has been held to be a mandatory subject of negotiation by that agency. The Local calls attention to the fact that the City did make an offer to enter into a memorandum of agreement which would have provided a twenty-seventh payment in 2009 contingent upon the condition and understanding that there would be no such payment in 2020, the next year in which the calendar was divisible into twenty seven bi-weekly periods.

Local 1772 asserts that there can be no question that the receiving of a paycheck, when an individual employee is to receive that paycheck, and the use of a different divisor pro rating salary in a calendar year, are working conditions that are covered by the parties' collective bargaining agreement's maintenance of benefits clause and are otherwise mandatorily negotiable.

The Local contends that any such twenty-seventh payment would not constitute an unlawful gift of public funds as claimed by the City

and as is prohibited by the New York State Constitution as it occurs “due to the idiosyncrasies of the calendar” and that additionally the City could not have in fact considered such payment prohibited when it made its settlement offer. Further, Local 1772 contends that such payment, if it were the result of an arbitration award, court decision, contractual language or the continuation of a past practice, has been held by the Public Employment Relations Board as to not constitute a prohibited gift.⁴

The Local calls attention to the fact that other City employees received a twenty-seventh pay in calendar year 2009 therefore, “unless there is some special basis to differentiate the Firefighters, which there is not,” the twenty-seventh pay should have been paid to Firefighters as it was paid to Police Officers and other employees of the City. The Local argues that the City’s contention that the actual “hours of work” performed do not justify the twenty-seventh pay is “irrelevant” and that the Firefighters and Police collective bargaining agreements contain virtually identical language establishing the average work week as forty (40) hours. “The question,” it states, “is not hours of work, but rather the number of pay dates in a calendar year.”⁵ The Local maintains that its members have therefore been subject to disparate treatment.

The City argues that there was no change in the manner by which members of Local 1772 were paid in calendar year 2009 and that the manner by which those members are being paid in calendar year 2010, which differs from other City bargaining units, is consistent with the negotiated terms of the collective bargaining agreement between the parties, past practice and New York State Law.

⁴ Article VIII Section 1 of the New York State Constitution provides, in part, that: “No county, city, town, village or school district shall give or loan any money or property to or in aid of any individual, or private corporation or association, or private undertaking...” therefore, it has been ruled that the payment of taxpayer money is improper without a statutory or contractual obligation to do so, or without receiving any goods or services in return for payment.

⁵ Post hearing brief p. 5

The evidence, the City maintains, demonstrates that Local 1772 has, overtime, demanded through the grievance process that its unit members be paid for "hours worked" and not pursuant to the regular pay scheme applicable to other City employees.

The City points to the fact that in the 1980's it paid firefighters a regular bi-weekly pay based upon eighty (80) hours with nine (9) CT days off. Because of the vagaries of scheduling, date of hire, assignment and transfer etc the pay system based upon 2080 hours per year potentially did not compensated firefighters for actual time worked in a given year although it was intended that the pay system over time (arguably over a four (4) year period) would balance. Therefore, as a result of the grievance and arbitration process and mutually negotiated understandings the City and Local 1772 have agreed that all unit members would be paid by a methodology that in each calendar year would reflect actual hours worked.⁶ The methodology that has been agreed to, says the City, is indisputably that the base annual salary and pro rata compensatory time have been divided by the number of pay dates in the calendar year or in the case of a firefighter hired during the calendar year, by the number of pay dates remaining.

The City underscores that the evidence presented at the hearing, and uncontested by Local 1772, establishes that all unit members were paid their full annual base salary and pro rata compensatory and other items for the calendar year 2009 on the pay date December 18, 2009.

The City maintains that any reliance by Local 1772 on "past practice" is without merit. It notes that there are only two incidents of a twenty-seventh pay that have been referenced in this proceeding: one in 1987, the product of a stipulated settlement which resulted in the City issuing a one (1) week payroll check for hours worked in the previous week that year, a second pay check in 1988 and thereafter instituting a one (1) week lag payroll; and the payment in 1998.

The City contends its payment in 1998 was in error. It calls attention to the testimony of its City Comptroller who testified that in

⁶ See, City Exhibits at Tab A,B,E,G and H.

1998 he did not fully understand the methodology by which members of Local 1772 were paid and that he was under the mistaken belief that firefighters were paid in a manner similar to other City employees who were paid on the basis of the number hours worked in the prior payroll period. The City notes that its retired Deputy Fire Chief testified that he attempted to bring the fact that a twenty-seventh pay in 1998 would result in an overpayment to the attention of the then Associate Corporation Counsel and that contention was summarily dismissed.

The City argues that these differing actions, a payment in settlement of a dispute and an "erroneous" payment are not of the character to establish a binding past practice as an implied term of the contract between the parties. In fact, argues the City, the methodology by which Local 1772 members have been paid for hours worked is the past practice that is binding upon the parties and is the established working condition.

The City maintains that this is not a case of a "lag payroll" and that the members of Local 1772 were paid in full their base annual salaries in calendar year 2009 and that any additional payment would be an unconstitutional gift of public funds in violation of Article VIII, Section 1 of the New York State Constitution. What Local 1772 is seeking in this proceeding states the City, is for its members to receive pay for hours neither worked nor scheduled.

DISCUSSION

I recognize and acknowledge that the time and method of payment of salary to employees can be an acutely sensitive issue, particularly when many "live pay check to pay check."

Local 1772's argument is this: its members were due a payroll check every two (2) weeks and should have received a salary payroll check on the last Thursday in December, 2009 that would have constituted an end to a two (2) week payroll period, albeit a twenty-seventh pay in that calendar year. By refusing to make that payment and moving the payroll date to January 1, 2010 and thereafter dividing the

firefighters' annual salaries by twenty-seven pay periods in 2010 the City of Jamestown is unilaterally making a change in the rules and conditions of employment in violation of Article XVII Section 1. (d) of the collective bargaining agreement, existing past practice and in violation of New York State's Taylor Law.⁷

Inasmuch as the day on which employees are paid is a mandatory subject of negotiation⁸ and the accepted existing practice is to pay Jamestown firefighters bi-weekly on a Friday and where that Friday is a holiday to make payment on the preceding Thursday, and "members of Local 1772 are paid their base salary for Two Thousand Eighty Hours (2080) over 26 equal installments during the course of an average year," I find the City violated its contractual obligation to continue to bargain an altered pay schedule for calendar years 2009 and 2010 on and after December 18, 2009.

By unilaterally implementing a modified payroll structure and format the City breached its contractual obligation to bargain as set forth in Article XVII. The parties did bargain in an attempt resolve the payroll issue and reach settlement by memorandum of agreement. Failing agreement on an altered pay schedule it would have been possible to invoke Taylor Law impasse procedures. The City, however, acted unilaterally in December, 2009.⁹

PERB has recognized that as a defense to a charge of failing to negotiate in good faith and taking unilateral action concerning a mandatory subject of bargaining such action may, pending resolution of the impasse, be justified by compelling circumstances, operational need and necessity.¹⁰

⁷ NYS Civil Service Law Section 200 et seq

⁸ See, for example, County of Onondaga 18 PERB 4521 (1985)

⁹ Local 1772 did file an Improper Practice Charge as a result of the City's action, alleging, in part, a failure to bargain in good faith. The parties were also in the process of negotiating a successor agreement to the Labor Agreement dated January 1, 2004 to December 31, 2008 to which Taylor Law impasse procedures also applied.

¹⁰ See, Chautauqua County Employees Unit 6300, Chautauqua County Local 807, CSEA, Inc. 22 PERB 3016 (1989). Compelling need has been construed by PERB as constituting a demonstrated emergency,

This proceeding is a product of the parties' grievance and arbitration procedure. As a practical and pragmatic matter the City had an obligation to pay its firefighters in calendar 2010. Without agreement as to the method and manner of such payment the City was required to take some action. The City took its unilateral action and established an alternative pay scheme to effect payment to Local 1772 unit members of their annual salary and compensatory and other items. The City, nevertheless, had a continuing obligation to reach a mutual agreement "in writing and signed by the parties" as to payroll methodology in 2009 and 2010. By failing to do so, the City violated the collective bargaining agreement.

I must, however, reject Local 1772's claim for a twenty-seventh payroll payment in calendar year 2009. There is no requirement in contract language or implied by past practice that obligates the City to pay Local 1772 firefighters salary in excess of that which was negotiated per annum.

Local 1772 argues that the unilaterally imposed method of payment, which it characterizes as a "lag payroll system," is a mandatory subject of negotiation. There should be no dispute as to the contention that "lag payroll" is a term of employment and must be bargained.

A "lag payroll" defers payment of salary earned by the performance of services by employees and affects a property interest of those employees that is protected by the Due Process Clause of the United States Constitution and has been held to be mandatorily negotiable pursuant to the Taylor Law. For example, in *Adams v. Suozzi*⁴¹ cited by Local 1772, the "lag payroll" which was unilaterally imposed by the County of Nassau and held to be an impermissible new term of employment would have allowed the County to defer ten (10) days of pay of each union member over the course of ten (10) bi-weekly pay periods and the deferred pay would not be returned to the union member until that union member separated from service.

as to which all other options have been exhausted. The City did not address or raise this defense in this proceeding.

⁴¹ 41 PERB 7509 (2d Cir. 2008)

The members of Local 1772 have been party to understandings permitting the deferral of payment for salary that has been earned. In contrast to the circumstances in *Adams v. Suozzi*, after some dispute, in 1987 -1988, the parties to this proceeding bargained, agreed and stipulated to "lag payroll" deferral of payment of one (1) week of salary, compensation that was due and owing to firefighters, until their year of retirement.

The record before me does not support a contention that the so-called twenty-seventh pay in calendar year 2009 would be salary for the actual performance of services by Local 1772's unit members. The record does not establish that firefighters were not paid their base annual salary and prorated compensatory and other prorated salary items for calendar year 2009 or that there was pay outstanding for the actual performance of duties that was due and owing. The claimed twenty-seventh paycheck is not for "lagged pay."

Local 1772 argues that the "twenty-seventh pay" constitutes a binding past practice, and is a practice ensured of its continuation by the collective bargaining agreement's maintenance of benefits clause. Existing practices that are mutually accepted and condoned with regard to major conditions of employment may be treated as an implied term of the parties' labor agreement. For a "past practice" to be binding on both parties, it must be unequivocal; clearly enunciated and acted upon; readily ascertainable over a reasonable period of time as fixed and established by both parties. Acceptance speaks to "mutuality" in the custom and practice; it is an implied mutual agreement between the parties.¹² If there was such past practice that established "working conditions" it would be codified by Article XVII Section 1. (d) as is asserted by Local 1772.

To create a binding obligation an alleged practice must be evidenced by the mutual acceptance of both parties as the appropriate approach to recurring circumstances. A binding past practice arises out this mutual agreement, not a unilateral mistake. Similarly, sporadic occurrences of an activity do not give rise to the level of a past practice.

¹² Elkouri & Elkouri, How Arbitration Works, 6th Edition at pp. 608-609

While it is true that the last two (2) times there was the calendar occurrence of a "twenty-seventh pay period" an additional pay to the established twenty-six payroll payments was added and made to firefighters, each circumstance is markedly different than the matter before me.

Patently, the 1987 – 1988 twenty-seventh payroll wage payment was a distinct and negotiated event. The issue remains as to the twenty-seventh pay in 1998.

The City asserts the payment in 1998 was in error. After review of the documentary evidence submitted by the City and the testimony of former Deputy Chief Hedlund and City Comptroller Bellitto I am convinced of the City's assertion that the then Associate Corporation Counsel did not comprehend the methodology that had been adapted over time to pay firefighters their base annual salary and compensatory items.

The Associate Corporation may have been understandably confused given the fact that the collective bargaining agreements applicable to other City employees contained language that arguably required a twenty-seventh payment and that there was similar language in Local 1772's contract. It is apparent that he did not fully understand or grasp the differing system and method by which firefighters were then and are currently paid. I credit the unrebutted testimony of Hedlund and Bellitto as to the facts and circumstances surrounding the twenty-seventh pay in 1998 and as to the methodology of annualizing firefighter payroll payments. Local 1772's submission of notes made based upon conversations with the Associate Corporation Counsel and Bellitto after the then Associate Corporation Counsel issued his memorandum authorizing the twenty-seventh payment only reflect what was to be done after what was mistakenly authorized.

The fact pattern before me is not analogous to the past practice in the Fashion Institute of Technology rulings¹³ cited by Local 1772, in support of its claim for a twenty-seventh pay. There, the PERB Administrative Law Judge found, and the PERB Board confirmed, a violation of the Taylor Law when Fashion Institute discontinued the past practice of compensating day adjunct faculty by calculating their salary using a base of sixteen (16) weeks, which included fifteen (15) weeks of instruction and an additional week related to “registration and other administrative duties.”

The sixteen (16) week compensation practice was unequivocal and uninterrupted from at least 1978 to 2006 when it was unilaterally discontinued by Fashion Institute and pay was reduced to fifteen (15) weeks based upon a management determination that adjunct faculty were being paid for registration and other work and duties they were no longer doing during the sixteenth week. While it was factually clear that there were changes in the student registration process during the period 1978 to 2006 that resulted in a decrease in day adjunct faculty assigned to work at registration the compensation practice was found to have continued unchanged. The practice was reaffirmed by memorandum during that period and even as day adjunct faculty had been utilized to a lesser degree for registration week duties all day adjunct faculty were paid based upon a sixteen (16) week semester. It was further true that even before the decrease, not all day adjunct faculty were assigned to work at registration. Nevertheless all were paid for sixteen (16) weeks.

The PERB Board ruled that there was a prima facie showing of a practice that was unequivocal and continued uninterrupted for a period of time sufficient under the circumstances to create a reasonable expectation among the affected unit employees that the compensation practice would continue and PERB found that Fashion Institute had actual and/or constructive knowledge of the practice so as not to be able to disavow or rebut its existence.

¹³ United College Employees of Fashion Institute of Technology, 41 PERB 3010 (2008), affirmed, sub. nom., Fashion Institute of Technology, 42 PERB 7011 (1st Dept. 2009)

There is no record evidence in the matter before me that approximates the factual basis supporting the past practice found to be controlling in the Fashion Institute of Technology case. A payment made by mistake and compensation paid as the result of an agreement to adopt a lag payroll does not support Local 1772's claim of a binding past practice that would result in entitlement to a twenty-seventh pay.

I find there is no demonstrated past practice that requires the payment of a twenty-seventh pay check to Local 1772 members in those years where there are twenty-seven bi-weekly pay periods.

Local 1772 argues that the City was readily willing to concede to the payment of a twenty-seventh pay in 2009 as a result of settlement discussions which it rejected. I will give no consideration to or apply that compromise proposal or concession offered by the City and rejected by Local 1772 during settlement negotiations preceding arbitration to the decision in the matter before me. As has been often stated: "[It] is clear that any offer made by either party during the course of conciliation [mediation] cannot prejudice that party's case when the case comes to arbitration. It is the very essence of conciliation that compromise proposals will go further than a party may consider itself bound to go, on a strict interpretation of its rights."¹⁴

Having found that the City violated Article XII in failing in its obligation to bargain with Local 1772 concerning how annual salary is to be paid in those years when the calendar is divisible into twenty-seven bi-weekly periods; but finding that there was no obligation on the part of the City to make a twenty-seventh pay in addition to annual wages contracted for in 2009; and recognizing that calendar year 2010 will end within days of receipt of this decision and award; the question is what is the appropriate remedy. The passage of time does not moot the contract violation in that the City unilaterally made

¹⁴ *Fulton-Sylphon Co.* 8 LA 993, 996 (Greene, 1947) cited at p. 460 *Elkouri and Elkouri, supra*. Arguably, such settlement agreement may have been sufficient to withstand a challenge as to whether the twenty-seventh payment constituted an unlawful gift of public funds. I express no opinion as to that issue.

a change in the method and manner of delivering firefighters' annual pay, it does, however, affect remedy.¹⁵

It is clear that there will be other iterations of the calendar occurrence that caused this dispute. As remedy, the City is directed to develop and make a proposal in the next round of bargaining for a successor agreement to the Labor Agreement now in effect between the parties concerning the payment of salary in those years in which the calendar provides twenty-seven bi-weekly payroll periods.

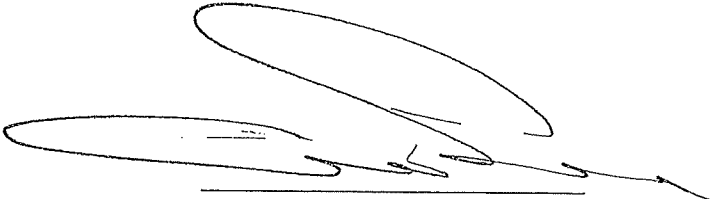
The City of Jamestown violated the Collective Bargaining Agreement when it unilaterally changed the pay schedules for calendar years 2009 and 2010. The City of Jamestown did not violate the Collective Bargaining Agreement when it failed to pay a 27th pay to Jamestown Professional Firefighters Association, Local 1772 members. The claim for a twenty-seventh pay in 2009 is in all respects denied. As remedy the City of Jamestown is directed to develop and make a proposal in the next round of bargaining for a successor agreement to the Labor Agreement now in effect between the parties concerning the payment of salary in those years in which the calendar provides twenty-seven bi-weekly payroll periods. That is my Award.

¹⁵ Local 1772, as part of its request for a remedy, asked that I return and reimburse the 2010 weekly pays of all Jamestown Professional Firefighters Local 1772 members to 1/26 of their annual salary with 9% interest for delayed payments. Local 1772 members received 1/27th of their pay on January 1, 2010. A 1/26th first payroll payment for calendar year 2010 may not have been made until January 15, 2010. There is no claim that Local 1772 members will not receive by the end of calendar year 2010 their full annual salary. Local 1772 asks that the City should be required to pay its legal fees. It is customary not to award attorney's fees in arbitration proceedings absent "egregious" conduct by a party which has not been demonstrated here and I note that Article XV of the collective bargaining agreement provides that all costs involved in the arbitration of a grievance "shall be borne equally between the parties."

AWARD

The City of Jamestown violated the Collective Bargaining Agreement when it unilaterally changed the pay schedules for calendar years 2009 and 2010. The City of Jamestown did not violate the Collective Bargaining Agreement when it failed to pay a 27th pay to Jamestown Professional Fighters Association, Local 1772 members. The claim for a twenty-seventh pay in 2009 is in all respects denied.

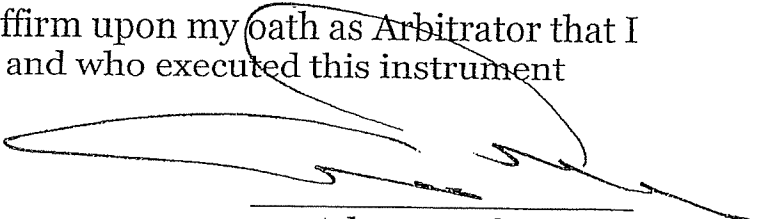
As remedy, the City of Jamestown is directed to develop and make a proposal in the next round of bargaining for a successor agreement to the Labor Agreement now in effect between the parties concerning the payment of salary in those years in which the calendar provides twenty-seven bi-weekly payroll periods.



Adam Kaufman

State of Florida
County of Nassau

I, Adam Kaufman, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is my Award.



Adam Kaufman

December 20, 2010



STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

THE ELECTRIC TOWER
535 WASHINGTON STREET, SUITE 302
BUFFALO, NY 14203-1415
TEL: (716) 847-3449
FAX: (716) 847-3690

JEROME LEFKOWITZ
CHAIRPERSON

JEAN DOERR
ADMINISTRATIVE LAW JUDGE

January 13, 2011

Marilyn Fiore-Lehman, Esq.
Corporation Counsel
City of Jamestown
Municipal Building
200 East Third Street
Jamestown, NY 14701

Charles S. DeAngelo, Esq.
Fessenden Laumer & DeAngelo
81 Forest Avenue
P O Box 0590
Jamestown, NY 14702-0590

RE: Case No. U-29949
City of Jamestown

Dear Representatives:

I have reviewed the arbitration award issued by Arbitrator Kaufman on December 20, 2010.

As you are aware, an ALJ hearing the above-referenced matter would be bound by the facts found by Arbitrator Kaufman.

The charge alleges, presumably as a basis for the (a) and (c) allegations, that "the members of Jamestown Professional Firefighters Local 1772 are being treated disparately from other City employees without any basis for doing so as other employees are receiving full compensation for all 27 weeks based on 1/26th of their salary." The Arbitrator, however, rejected "Local 1772's claim for a twenty-seventh payroll payment in calendar year 2009. There is no requirement in contract language or implied by past practice that obligates the City to pay Local 1772 firefighters salary in excess of that which was negotiated per annum."

Assuming that Local 1772 could establish a *prima facie* case of disparate treatment, the burden shifts to the City to establish a legitimate business reason for not issuing a 27th pay check in 2009. It seems to me that a defense based upon the fact that by December 18, 2009 firefighters were paid in full for 2009 would prevail. I would not, of course be hearing this, however.

As to the past practice issue, the arbitration award covered that pretty thoroughly finding that the facts do not establish the existence of a past practice. In so finding the Arbitrator applied the PERB standard in addition to an arbitration standard. While we would not necessarily be bound by his legal conclusions, I do not believe the outcome in this forum would be very different.

On the unilateral change issue, the Arbitrator indeed found a violation and awarded a remedy that would very much mirror what Local 1772 would get in this forum were this case to go to hearing.

In short, I am of the opinion that an ALJ's findings in this case would be fairly consistent with the findings of Arbitrator Kaufman.

Please let me know how you wish to proceed, again bearing in mind that I would not be hearing the case and the above is based on my assessment only.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jean Doerr", written in a cursive style.

Jean Doerr
Administrative Law Judge

JD/ddr

Received June 4, 07
0730 CHammy

JAMESTOWN PROFESSIONAL FIRE FIGHTERS ASSOCIATION
GRIEVANCE FORM

07-003

It is desirable that matters of misunderstanding be adjusted informally. When a formal, written grievance is necessary, this form will be used under the provisions of Article XV of the Agreement between the City of Jamestown and Local #1772, AFL-CIO, and Jamestown Professional Firefighters Association.

June 1, 2007

(Date Submitted)

F.F. Brian Achterberg

(Grievant)

Page and section to which the aggrieved is contending to be violated. Please refer to Appendix A.

Nature of the grievance. Please refer to Appendix B.

Settlement desired. Please refer to Appendix C.

Step 1: (Date 6/12/07) Supervisor's position on grievance. ATTACHED LETTER OF DENIAL, CRH

Step 2: (Date / /) Department Head's position.

Step 3: (Date / /) Mayor's representative's position.

To the best of my knowledge, all parties involved have been notified of the existence of the grievance herein.

Brian Achterberg
(Grievance Committee Chairman)

06-04-07
(Date)

APPENDIX A

- A. **Settlement Agreement, dated June 6, 2000. Section 1 & Section 2. (copy attached)**
- B. **Article IV, Section 4-B. “When asking for Mutual Aid (special equipment) the Fire Chief will request only a reasonable amount of manpower to man the equipment. (page 6).**
- C. **Exhibit A (Foster Award), Section #7. “The City may call for assistance pursuant to a mutual aid agreement at any time after it has issued a call for off-duty firefighters through the pagers”.**
- D. **Rules and Regulations: Effective January 2005.**
 - 1. **Article III, Section 3, (page 10 of 40).**
 - 2. **Article III, Section 8, (page 10 of 40).**
 - 3. **Article III, Section 9, (page 11 of 40).**

APPENDIX B

This particular grievance addresses a recent situation that is cause for concern to the members of The Jamestown Professional Firefighters Association Local #1772. Local #1772 contends that the management of the Jamestown Fire Department, for assumingly unknown reasons, called for "mutual-aid" support from several adjoining volunteer fire departments. We believe these decisions were made without following, or with regards to:

- A. Settlement Agreement. Dated June 6, 2000
- B. Labor Agreement. Effective Jan. 1, 2004 to Dec. 31, 2008.
- C. Howard G. Foster Award. Dated October 3, 2002.
- D. J.F.D. Rules and Regulations. Effective January 2005.

APPENDIX C

Local # 1772 desires to settle the above mentioned grievance by adequately compensating the aggrieved Fire Department members who were adversely affected by the decisions of the management, of the Jamestown Fire Department, on the afternoon of Sunday, May 27th. We wish that the list of those compensated include any and all members bound to the "Collective Bargaining Agreement" who would have been otherwise able and available to answer such an "off-shift" page at the time, if one had been indeed issued.

SETTLEMENT AGREEMENT

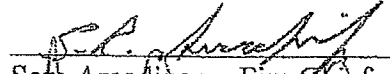
The City of Jamestown and the Jamestown Professional Firefighters Local 1772 in settlement of the attached grievances (Exhibit A) and improper Practice charges (Exhibit B) (involving Volunteer Firefighters filling air tanks and Volunteer Firefighters fighting the 7th Street fire) that were going to be filed by Jamestown Professional Firefighters Local 1772 agree as follows:

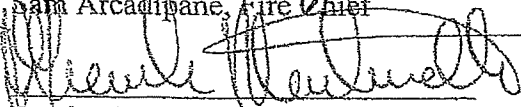
1. The City of Jamestown shall utilize mutual aid consistent with the Collective Bargaining Agreement.
2. In an emergency situation only, and only after all Jamestown Professional Firefighters have been notified and requested to come in, the Fire Chief may utilize necessary specialized equipment, with reasonable of manpower to man that equipment only, when it is necessary to do so, consistent with the existing Chautauqua County Mutual Aid Plan.
3. The Union agrees to withdraw its request for back pay for the subject incidents.
4. The prior volunteer activity which was the subject of the grievances and the alleged Improper Labor Practices herein shall not be utilized in any subsequent Improper Labor Practice, Court, Arbitration or any other proceeding in any way by and between the parties.


Dated: June 6, 2000

Dated: June 6, 2000

Dated: June 6, 2000


Sam Arcadi pane, Fire Chief


Frank Martinelli, President
Jamestown Professional Firefighters
Local 1772


Ryan Calkins, Grievance Committee
Chairman

called back to work after completing his regular tour of duty, or an employee who is called in on his day off, shall be paid at the rate of time and one-half (1 1/2) for normal hour equivalent for all hours worked, he shall be assured a minimum of three (3) hours pay.

(a) Effective January 1, 1982, in the event of a temporary vacancy due to injury, illness, or absence due to any other temporary condition, the Fire Chief, may at his option, work regular firefighters overtime at the rate of pay on a time and one-half (1 1/2) basis.

(b) When asking for Mutual Aid (special equipment) the Fire Chief will request only a reasonable amount of manpower to man the equipment.

Section 5. Training Time. All call-back time or overtime for training purposes and/or "reasonable necessary special details" shall be compensated at the straight time. "Reasonably necessary special details" as an example shall include, but not be limited to, river rescue, high angle, confined spaces, etc.

Section 6. Pay as called for in Section 2, Section 3a, Section 4 and Section 5 of this Article IV shall be calculated and paid in the following pay period.

Section 7. Anniversary Dates. For the purpose of salary, vacation pay, or other compensation schedules, be it here and now agreed that anniversary dates for all members of this department shall be in accordance with the following schedule:

(a) If a member's date of employment or promotion falls between the dates of January 1 through March 31, his anniversary date of service shall be January 1.

(b) If a member's date of employment or promotion falls between the dates of April 1 through June 30, his anniversary date of service shall be April 1.

(c) If a member's date of employment or promotion falls between the

Jamestown Fire Department

200 Spring Street • Jamestown, New York 14701-5408
716/483-7598 • FAX 716/483-7720
E-MAIL harvey@cityofjamestownny.com

CHET HARVEY
Battalion Chief

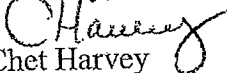
June 12, 2007

Brian Achterberg
President L-1772

Re: Grievance 07-003 Mutual Aid.

On May 27, 2007 at 16:50 a sudden storm caused a path of damage through Jamestown. By 16:59 all JFD units were responding to emergency calls. Dispatch informed C-1 that it was receiving additional calls. C-1 requested that dispatch triage the calls and dispatch companies as they became available. With only two reserve units available to be manned and the on coming night shift reporting to work I felt we had sufficient manpower. With the call for people trapped in an elevator at 101 E. Fourth Street and ladder one reporting they could not break away from Hallock Street, I requested mutual aid (at ~ 17:13) for a unit that had elevator keys to respond to the YMCA. This request for mutual aid was based on concern for life safety. The day shift remained on duty along side the night shift until all calls could be handled with two companies free for the next call. As such I believe the City responded to this incident appropriately and no grievance is warranted.

Sincerely,


Chet Harvey
Battalion Chief



Jamesstown Fire Department

200 Spring Street • Jamesstown, New York 14701-5408
716/483-7599 • FAX 716/483-7720
E-MAIL: hedlund@cityofjamestownny.com

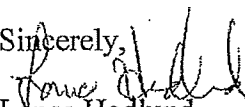
LANCE N. HEDLUND
Deputy Chief

Brian Achterberg
President Local 1772
Grievance #07-003 (Mutual Aid)
Step 2 Answer
July 23, 2007

This grievance was received at Step 2 on July 23, 2007 after several preliminary meetings.

There is no provision in the CBA that prevents the calling of mutual aide.
There is no provision in the CBA that requires members to respond to an off shift call.
There is no requirement specifying an amount of time that is allowed to report to the station for those who do decide to answer the off shift request.
There were unanswered emergency calls for service that we were unable to answer
Even though the day shift had been held over the city had no immediate method of answering these calls.
The city has no guarantee of response from Local 1772.
The past practice and nationwide practice of calling for mutual aide was utilized.
Mutual aide was not utilized to back fill the stations, just to answer pending calls.

For the above reasons, I concur with BC Harvey and believe that no grievance is warranted.

Sincerely,

Lance Hedlund
Deputy Chief

Chief
Supervisor
JHE



STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

THE ELECTRIC TOWER
535 WASHINGTON STREET, SUITE 302
BUFFALO, NY 14203-1415
TEL: (716) 847-3449
FAX: (716) 847-3690

JEROME LEFKOWITZ
CHAIRMAN

September 27, 2007

JEAN DOERR
ADMINISTRATIVE LAW JUDGE

Marilyn Fiore-Nieves, Esq.
Jamestown Municipal Bldg.
200 East Third Street
Jamestown, NY 14701

Charles DeAngelo, Esq.
Fessenden, Laumer & DeAngelo
81 Forest Avenue, PO Box 590
Jamestown, NY 14702-0590

RE: Case No. U-27859
City of Jamestown

NOTICE OF CONFERENCE

An Improper Practice Charge in the above-referenced matter (copy attached to all nonfiling parties) has been filed with the Board.

Within ten (10) working days after receipt of this Notice, each respondent shall file an original and three copies of an Answer to the Charge or a Motion for Particularization of the Charge, with proof of service of a copy upon all other parties. Failure to file a timely responsive pleading may constitute an admission of the material facts alleged in the charge and a waiver of a hearing. Each party which has not already identified its representative, in writing, shall file a Notice of Appearance.

Administrative Law Judge Jean Doerr, (716) 847-3449, has been assigned to the matter.

A conference will be conducted on Tuesday, November 13, 2007 at 10:00 a.m. at the PERB's Buffalo Office, The Electric Tower, 535 Washington Street, Suite 302, Buffalo, New York 14203. Failure to appear at the conference may constitute grounds for dismissal of the absent party's pleading.

During the conference activities, the Administrative Law Judge will attempt to assist the parties in resolving the matter or in entering into a stipulation of facts which may eliminate or limit the need for a formal hearing.

Adjournment requests made without compelling reason will be denied. Requests must be made reasonably in advance, confirmed in writing, and state the position of all parties and mutually available dates. Except for the most compelling circumstances, an adjournment request occasioned by a person's unavailability will be denied if made more than ten working days after receipt of this notice. Upon joint request, at any time, a matter may be placed on a "hold" calendar for a specific time.

MONTE KLEIN
Director of Public Employment
Practices and Representation

Enclosures (Copy of Charge & Notice of Appearance)

PLEASE NOTE: BRING A COPY OF THIS NOTICE WITH YOU TO THE CONFERENCE. BE PREPARED TO PRESENT A FORM OF PHOTO IDENTIFICATION TO BUILDING SECURITY OR AGENCY PERSONNEL AND TO SIGN A VISITOR'S LOG BOOK UPON ARRIVAL. PERB RESERVES THE RIGHT TO INSPECT BRIEFCASES, LUGGAGE OR PACKAGES AND TO REFUSE TO ALLOW SUCH ITEMS ON TO THE PREMISES. TO EXPEDITE THE SECURITY PROCESS, PARTIES OR THEIR REPRESENTATIVES SHOULD PROVIDE PERB WITH A LIST OF EXPECTED ATTENDEES TWO DAYS IN ADVANCE OF THE SCHEDULED PROCEEDING.

DETAILS OF CHARGE

Specify in detail the alleged violation(s). Include names, dates, times, places particular actions constituting each violation. Use additional sheet(s), if necessary. Failure to supply sufficient factual detail may result in a delay in processing or dismissal of the charge.

On May 27, 2007 the Jamestown Fire Department called in volunteer fire departments from surrounding areas. The call in of volunteers was done without any page being sent out to the existing members of the Jamestown Professional Firefighters Local 1772. Volunteer firefighters performed standard work that has been exclusively performed by members of the Jamestown Professional Firefighters Local 1772. No fires were occurring at the time of the call out of the volunteers. There was simply a storm where trees were down and there was a request at the local YMCA for elevator keys. There was no need for specialized equipment and reasonable manpower was available through the members of the Jamestown Professional Firefighters Local 1772. The Jamestown Fire Department had unmanned engines available at City Hall. The call out to the Celeron unit to address the Hotel Jamestown situation was unnecessary in that they did not have the elevator keys for the YMCA.

6. If the charge alleges a violation of Section 209-a.1(d) or 209-a.2(b) of the Act, has the charging party notified the Board in writing of the existence of an impasse pursuant to Section 205.1 of the Board's Rules of Procedure?

YES NO

7. Is the charging party available immediately to participate in a pre-hearing conference and a formal hearing?

YES NO

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

Brian Achterberg, being duly sworn deposes and says, that he is the charging party above named, or its representative, and that he has read the above charge consisting of this and one additional page(s), and is familiar with the facts alleged therein, which facts he knows to be true, except as to those matters alleged on information and belief, which matters he believes to be true.

Brian Achterberg
BRIAN ACHTERBERG

President of J.P.F.A. Local No. 1772
(Title)

Subscribed and sworn to before me
this 17th day of September 2007.

PERB 579 (11/95)

[Signature]
Notary Public

CHARLES S. DeANGELO
Notary Public, State of New York
Qualified in Chautauqua County #4833014
My Commission Expires Oct. 31, 2009

RECEIVED

DO NOT WRITE
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Case No. U-
27859 SEP 21 2007

Date Received:

INSTRUCTIONS: File an original and four (4) copies of this charge with the Director of Public Employment Practices and Representation, New York State Public Employment Relations Board, 80 Wolf Road, Albany, NY 12205-2604. If more space is required for any item, attach additional sheets, numbering item accordingly.

REPRESENTATION

CHARGING PARTY

- 1. Name (If employee organization, give full name, including affiliation and local name and number):
JAMESTOWN PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 1772
- 2. Address (No. & Street, City and Zip Code, County): Telephone Number:
Brian Achterberg, President, J.P.F.A. Local 1772, 322 Baker Street, Jamestown, NY 14701
- 3. Name and title of the representative filing charge:
Charles S. DeAngelo, Esq.
- 4. Name, address and telephone number of attorney or other representative, if any, to whom correspondence is to be directed:
81 Forest Avenue, P.O. Box 590 (716) 484-1010
Jamestown, New York 14702-0590 Telephone Number

PUBLIC EMPLOYER AND/OR EMPLOYEE ORGANIZATION AGAINST WHICH CHARGE IS BROUGHT

- 1. Name and Address (No. & Street, City and Zip Code, County):
Marilyn Fiore-Nieves, Corporation Counsel
City of Jamestown
Municipal Building
Jamestown, New York 14701
- 2. Telephone Number: (716) 483-7540
- 3. Is the charging party filing a separate application for injunctive relief pursuant to §204.15 of the Board's Rules of Procedure?
YES NO

VIOLATIONS ALLEGED

1. Pursuant to Article 14 of the Civil Service Law, as amended (Public Employees' Fair Employment Act), the charging party hereby alleges that the above-named respondent(s) has (have) engaged in or is (are) engaging in an improper practice within the meaning of the following subsections of Section 209-a of said Act (check the subsection(s) allegedly violated):

- | | |
|--------------------------------|---------------------------------------|
| <u>If by a public employer</u> | <u>If by an employee organization</u> |
| (X) 209-a.1(a) | () 209-a.2(a) |
| () 209-a.1(b) | () 209-a.2(b) |
| () 209-a.1(c) | () 209-a.2(c)* |
| (x) 209-a.1(d) | |
| () 209-a.1(e) | |

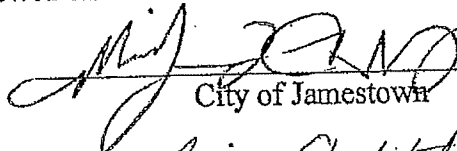
* If the charge alleges a violation of Section 209-a.2(c) of the Act based on an employee organization's processing of or failure to process a claim that a public employer has breached its agreement with such employee organization, identify the public employer:

- a. Name and Address (No. & Street, City and Zip Code, County):
- b. Telephone Number:

J.P.F.A 1772 – Mutual Aid Impact Impasse Settlement Agreement
Case No. M2008-143

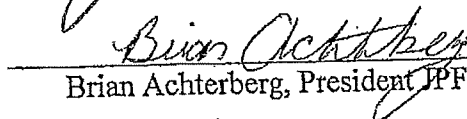
- It is understood that during an incident requiring Fire Department services within the City limits a JFD fire official shall have direct control of all firefighters at the incident.
- It is understood that any volunteer firefighter who becomes aware of an incident and/or who voluntarily attempts to aid in/or control an incident site shall report the incident to 911. The Chiefs of the County Volunteer Firefighting Companies shall be informed by the Deputy Fire Chief through the County Fire Coordinator of this requirement.
- When there is need for additional firefighters or personnel, the following shall occur:
 - All off duty firefighters shall be paged
 - If there is an insufficient response, the City may initiate a second and/or third page when it deems it reasonable to do so
 - The City may call for mutual aid 1) once all Jamestown firefighters have been paged and allowed a reasonable time to answer the page or 2) where necessary to staff specialized equipment.
- After each Tuesday test of the City paging system, each firefighter who did not receive a page shall report such failure to the Shift Commander.
- The City shall make every effort to correct the system failure including a technical analysis at the firefighter's home, only upon the consent and request of the employee.
- The City and the firefighters shall explore with the County implementation of a reverse 911 system.
- It is understood that the use of volunteers pursuant to this agreement, the Chautauqua County Mutual Aid Plan and the Settlement Agreement dated June 6, 2000 shall not constitute a waiver by the J.P.F.A. of any right of exclusivity it has or has maintained.
- This agreement may be renewed on or before November 1, 2010.

Dated: November 2008
JANUARY 27, 2009



City of Jamestown

Dated: November 2008
JANUARY 27 2009



Brian Achterberg, President J.P.F.A 1772

07-003

TENTATIVE AGREEMENT

The City of Jamestown and Jamestown Professional Firefighters Association Local 1772 hereby agree as follows:

1. Schedule Adjustment Hours are defined as the difference between the required 2080 hours of the individual and the scheduled hours of the platoon.

2. Article IV Section 3(b) replace 2nd paragraph last sentence as follows: "All employees shall be given the option to schedule and work up to 96 of these scheduled adjustment hours to be paid at overtime rate. Employees shall receive payment for these hours in equal payments prorated over the entire year. The selection and scheduling of these 96 hours shall remain as in the past."

3. When a member is off work due to an on the job injury, he/she shall be allowed to reselect scheduled adjustment hours that were missed. These scheduled adjustment hours shall be selected within one week of the member's return to work. These scheduled adjustment hours shall be selected into slots that are open at the time of return to work. If there are no open slots or if the member fails to select within one week, the time will be selected by the city at the city's sole discretion. It is the intent that all time be taken in the same calendar year that it was originally selected.

4. If there is no opportunity for re-selection or assignment for the time to be taken in the same calendar year, the balance will be carried over to the following year to be selected in accordance with the conditions stated above. This selection shall be at the completion of normal vacation and scheduled adjustment hour selection for the new year.

5. Balances of less than 10 hours will be assigned as in the past.

6. If an employee does not return to work after an injury, they will be paid the time owed

at the rate that was applicable at the time it was originally scheduled.

7. Scheduled adjustment hours, unless worked at overtime rate, shall be compensated for on a straight hour for hour basis.

8. If CT from a year is unused and carried over and chosen to be taken in the next year as an adjustment from the previous year, the hours will not be subtracted from the normal 2080 hours in the year of use.

9. This Agreement is in full settlement of Case No. U-27520 pending before the Public Employment Relations Board and the grievance dated January 27, 2007

10. The parties agree to incorporate the terms of this Agreement into the next Collective Bargaining Agreement.

11. The terms of this Agreement shall apply to Dan Butera, Keith Ecklund, and Brian Wiles as set forth in Exhibit A attached hereto and incorporated herein.

12. Nothing contained in this Agreement shall be deemed to constitute a waiver of any right under the Collective Bargaining Agreement or any law.

Dated: May 30, 2008

Brian Achterberg
Brian Achterberg, President
JPFA Local 1772

June 30, 2008

Dated: May _____, 2008

Sam Teresi
Sam Teresi, Mayor
City of Jamestown

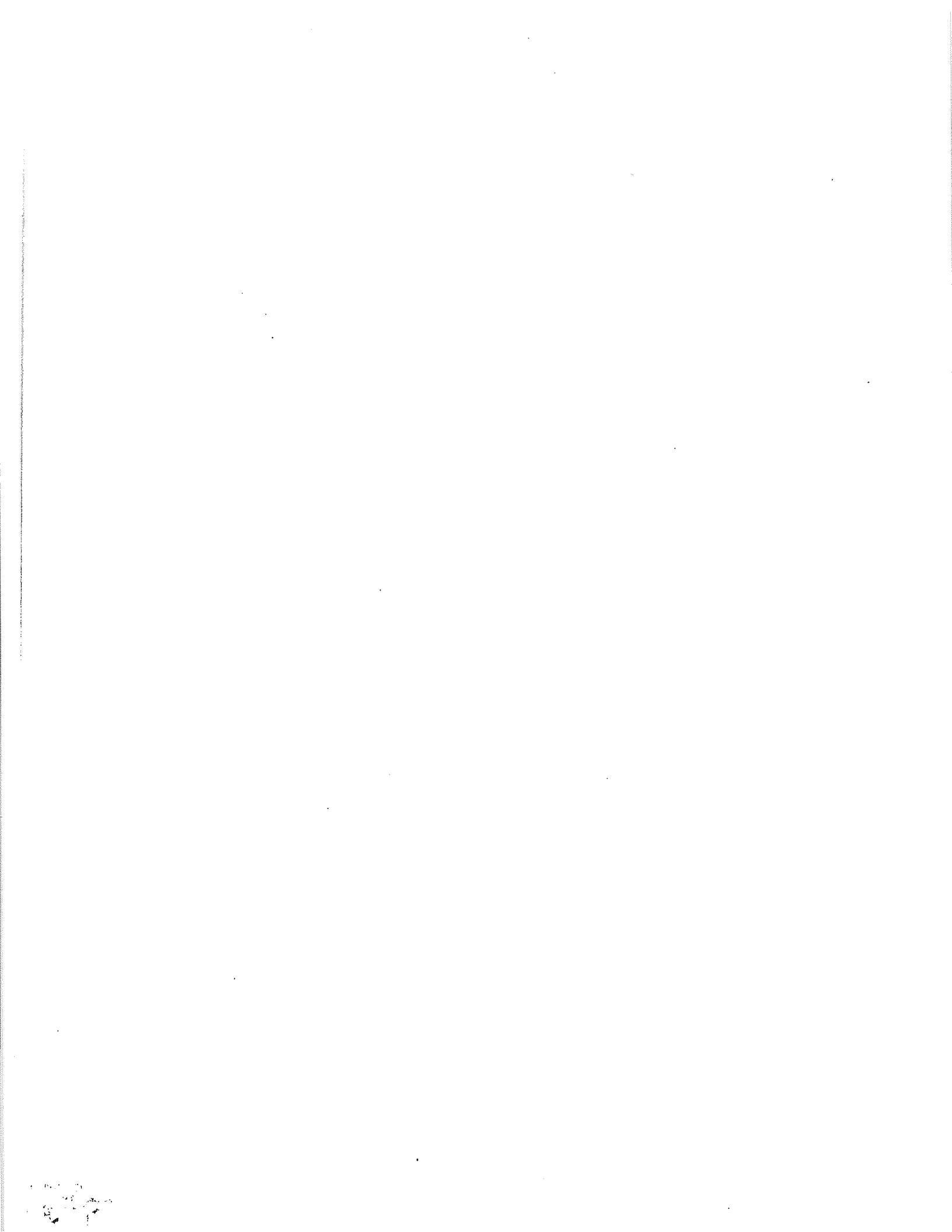
EXHIBIT A

Dan Buter: 2005 - 48.0 hours
 2006 - 58.0 hours
 106.0 hours

14 HRS 2007

Keith Ecklund: 2006 - 48.5 hours ✓

Brian Wiles: 2006 - 24.0 hours



FESSENDEN LAUMER & DEANGELO

ATTORNEYS AT LAW

RICHARD H. FESSENDEN
J. KEVIN LAUMER
CHARLES S. DeANGELO **
MARY B. SCHILLER **
NEIL M. ROBINSON
DANIEL T. GULLOTTI ***

61 FORBES AVENUE
POST OFFICE BOX 0590
JAMESTOWN, NEW YORK 14702-0590
TELEPHONE 716-484-1010
FAX 716-488-9146

DUNKIRK FREDONIA OFFICE
131 TEMPLE STREET
FREDONIA, NEW YORK 14063
TELEPHONE 716-672-4914

RANDALL S. LEWIS
PETER A. JOHNSON

OLEAN OFFICE
HOLIDAY PARK CENTER - SUITE 203
2624 WEST STATE STREET
OLEAN, NEW YORK 14760
TELEPHONE 716-373-1630

* Also admitted in District of Columbia
** Also admitted in Pennsylvania
*** Also admitted in Illinois

September 4, 2009

Via Facsimile (716) 483-7591

Marilyn Fiore Nieves, Corporation Counsel
City of Jamestown
Municipal Building
Jamestown, New York 14701

RE: JPFA 1772 - Electronic Systems Use Policy

Dear Marilyn:

I am in receipt of your letters dated June 9, 2009 and July 31, 2009 attached. I believe what you are proposing is that the members of JPFA 1772 will not be required to sign the subject policy. We also understand, as set forth in my May 20, 2009 and July 2, 2009 letters attached, that the City is not attempting to limit additional laptop use and/or a members personal access to the internet. Personal access to the City's internet connection will only be permitted with previous written authorization or on an as needed basis. Similarly, personal disks and software may be used on City computers after they have been reviewed and authorized by the IT Department. To the extent that a City employee may be subject to discipline for his actions on a City computer, per your letter of July 31, 2009, you have confirmed that the Collective Bargaining Agreement grievance procedures would control. On the basis of the above, the Union agrees to withdraw the subject Improper Labor Practice Charge and leave for another day any potential challenge to the City's actions involving computer usage, reserving all rights to challenge the City's actions and/or related policies or policy changes at that future time.

Kindly sign below and I will follow with a letter to Jean Doerr confirming that we are withdrawing the subject Improper Labor Practice Charge and demand for impact bargaining without prejudice to refiling in the future.

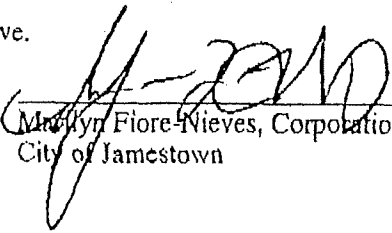
Very truly yours,
FESSENDEN, LAUMER & DeANGELO


Charles S. DeAngelo

CSD/cs/10 ✓
cc: Ryan Roush, President
Mark Federko, Vice President
Cris Dahlgren, Treasurer

I agree to the terms and conditions set forth above.

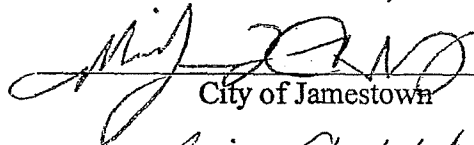
Dated: 9-9, 2009


Marilyn Fiore Nieves, Corporation Counsel
City of Jamestown

J.P.F.A 1772 – Mutual Aid Impact Impasse Settlement Agreement
Case No. M2008-143

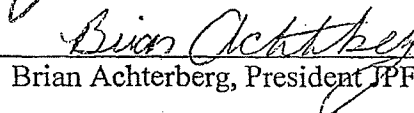
- It is understood that during an incident requiring Fire Department services within the City limits a JFD fire official shall have direct control of all firefighters at the incident.
- It is understood that any volunteer firefighter who becomes aware of an incident and/or who voluntarily attempts to aid in/or control an incident site shall report the incident to 911. The Chiefs of the County Volunteer Firefighting Companies shall be informed by the Deputy Fire Chief through the County Fire Coordinator of this requirement.
- When there is need for additional firefighters or personnel, the following shall occur:
 - All off duty firefighters shall be paged
 - If there is an insufficient response, the City may initiate a second and/or third page when it deems it reasonable to do so
 - The City may call for mutual aid 1) once all Jamestown firefighters have been paged and allowed a reasonable time to answer the page or 2) where necessary to staff specialized equipment.
- After each Tuesday test of the City paging system, each firefighter who did not receive a page shall report such failure to the Shift Commander.
- The City shall make every effort to correct the system failure including a technical analysis at the firefighter's home, only upon the consent and request of the employee.
- The City and the firefighters shall explore with the County implementation of a reverse 911 system.
- It is understood that the use of volunteers pursuant to this agreement, the Chautauqua County Mutual Aid Plan and the Settlement Agreement dated June 6, 2000 shall not constitute a waiver by the J.P.F.A. of any right of exclusivity it has or has maintained.
- This agreement may be renewed on or before November 1, 2010.

Dated: ~~November 2008~~
JANUARY 27, 2009



City of Jamestown

Dated: ~~November 2008~~
JANUARY 27 2009



Brian Achterberg, President JPFA 1772



CITY OF JAMESTOWN
OFFICE OF CORPORATION COUNSEL

MUNICIPAL BUILDING
200 EAST THIRD STREET
JAMESTOWN, NY 14701
716/483-7540
FAX 716/483-7591

MARILYN FIORE-NIEVES, ESQ.

April 24, 2003

Mark Federko
Grievance Chairman
JPFF Local 1772
200 Spring Street
Jamestown, NY 14701

Re: Grievance- Impact Payments

Dear Mark:

It is my understanding that is the Union's desire to settle the above referenced grievance. It is my further understanding that the Union has agreed to the following to settle such grievance:

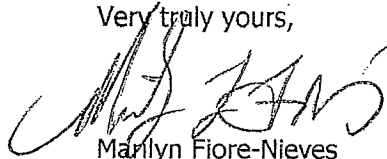
- The Union agrees that there is a distinct difference between line firefighters and staff firefighters, and that their work conditions and responsibilities are different;
- The Union agrees that the positions of Fire Prevention, Fire Inspector, Fire Prevention Supervisor and Fire Alarm Maintenance Supervisor have been and continue to be staff firefighter positions;
- The Union agrees that FAMS Michael Pillsbury and David Crossley (Inspector), who have been, and continue to be in said positions, have been and continue to be staff firefighters;
- The Union agrees that Michael Pillsbury and David Crossley, as well as any others that may be assigned to those positions in the future, are not included in the definition of who is entitled to receive impact award payments pursuant to Dr. Howard Foster's impact arbitration award;
- The Union agrees that Michael Pillsbury and David Crossley, as presently assigned, are not entitled to impact award payments even though they may work an occasional call-back, off-shift, trade or other fill in position.
- The City Agrees that the said positions are not counted in the calculation of staffing for the purpose of impact payments pursuant to Dr. Foster's impact arbitration award;
- The City agrees that the letter presented by Lt. David Crossley from past-chief Samuel Arcadipane relative to Lt. Crossley's response to fires will be withdrawn;

- The City and the Union agree that this settlement fully addresses, clarifies and settles the grievance relative to whom will and will not be counted and paid impact payments pursuant to Dr. Howard Foster's impact arbitration award.

If my understanding of this matter is correct, kindly sign this letter acknowledging the foregoing settlement agreement and we can consider this matter concluded.

Should you have any questions or concerns, or if my information is inaccurate, please advise at your earliest convenience.

Very truly yours,



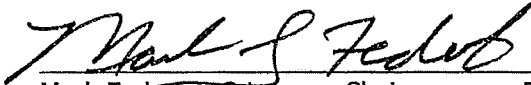
Marilyn Fiore-Nieves
Corporation Counsel

MFN:tt



4-24-03

Ronald DeSantis, President JPFA Date



4-24-03

Mark Federko, Grievance Chairman Date

In the Matter of Interest Arbitration

Opinion

between

and

City of Jamestown

Award

and

(PERB Case Number IA201-025)

Jamestown Professional Firefighters
Association, IAFF Local 1772

This interest arbitration was heard on April 17 and 18, 2002, in Jamestown City Hall, pursuant to the provisions of Section 209 of the New York State Civil Service Law. The tripartite arbitration panel was appointed to arbitrate the controversy through the procedures of the New York State Public Employment Relations Board. Panel member Lance Hedlund was appointed by the City, panel member Stefan Kundl was appointed by the Union, and panel member Howard Foster was jointly appointed as the neutral Chairperson. Upon submission of post-hearing briefs by both sides on June 24, 2002, the record was closed.

On July 17, 2002, the Chairperson sent a letter to the parties' representatives, outlining the panel's thinking to that point and urging the parties to make a further effort toward settlement. On August 16, 2002, the parties responded that they had met several times but were unable to resolve their differences.

APPEARANCES

For the Employer:

- Martin F. Idzik, Attorney
- Marilyn Fiore-Nieves, Corporation Counsel
- Joseph Bellitto, City Comptroller
- Ward Near, Labor Relations Administrator
- William Johnston, Battalion Chief, Fire Department

For the Union:

Charles DeAngelo, Attorney

Ronald DeSantis, President

Brian Boehm, Secretary

Michael Lombardo, Captain and Trainer, Buffalo Fire Department

Ed Fennell, Consultant

BACKGROUND

The issues in this arbitration are set forth in various demands by the Union to ameliorate the impact on firefighters of staffing reductions in the Jamestown Fire Department. The Union first demanded "impact bargaining" in September 1999, when the number of firefighters on the day shift was reduced from thirteen to twelve. The issue was apparently resolved temporarily, but it resurfaced in August 2000 when the shift complement was again reduced to twelve. The Union submitted yet another demand for impact bargaining in November 2000. On December 1, 2000, the Union tendered a proposal to deal with the impact of staff reductions by paying the remaining firefighters an amount totaling \$75,000 to compensate for their increased risk for the period July 1, 1999, through November 15, 2000. Since that time, the Union has periodically submitted revised proposals covering new periods, the latest for \$812,000 to cover the period July 1, 1999, through April 9, 2002. At the arbitration hearing, the Union offered some alternative ways to deal with the impact of the reductions, which will be discussed below.

The Union filed for interest arbitration on October 31, 2001. The basis of the demand is that "the inherent dangers of fire fighting have been increased as a result of the number of men operating equipment falling below minimum standards," and that "the decrease in manning levels has resulted in an increase in danger and workload, which should be fairly compensated." The City's response to the demand for arbitration stated:

During the course of negotiations, the City offered the following as relief for the staffing loss in the Jamestown Fire Department: (1) introduction of part-time firefighters; (2) use of some volunteer firefighters, and (3) implementation of a two-tier wage system.

On February 15, 2002, the City laid off five firefighters and instituted a rotated closing of one fire station. That has had the effect of further reducing the normal shift complement to nine. On February 25, 2002, the Union filed additional demands for impact negotiations covering the laid-off firefighters, dealing with severance pay, medical insurance, preferential hiring, retraining, and seniority.

POSITION OF THE UNION

The Union notes, first of all, that the current level of fire protection in Jamestown is inadequate. Jamestown is a city of about 31,000 people, covering 9.5 square miles. At any one time there are two engine companies and one ladder company open, with typically nine firefighters, and sometimes as few as six, on duty. Within the boundaries covered by the Fire Department are numerous factories and businesses, some of which deal in hazardous materials. There are also a number of multiple-person rescue sites, including schools and multi-unit residences. The city is located near six major transportation routes on which hazardous chemicals are transported.

The Union further observes that Jamestown is experiencing a major development renaissance, and there are a number of special events that bring large crowds into the city. There are also many vacant homes and industrial sites that are prime candidates for arson fires. Many buildings in Jamestown were built with "balloon construction," which allows a fire to spread rapidly in a structure. The older industrial buildings have oil-soaked floors and dry timbers. These conditions place a premium on rapid response time when an alarm is

sounded. Complicating the challenge for firefighters are narrow access streets and hilly terrain. The spread of fire from building to building is a major concern.

The Union states that there has been a steady erosion in the number of fire stations and companies over time. Since 1974, the number of engine companies has been reduced from five to two. The current shift strength is nine firefighters plus one Command Officer (down from 13 plus one before 1999), and the firefighter total is 55 (down from 75 as recently as 1992), including four firefighters who are unavailable for duty because of work-related injuries. The City rejected several proposals from the former Fire Chief to ameliorate the impact of the reductions. This decline in staffing, moreover, has occurred in the face of a steady increase in calls, which rose from 1,233 in 1977 (when there were 21 firefighters per shift) to 3,559 in 2001.

The Union contends that too few fire companies and too few firefighters on duty directly affect the safety of firefighters at a fire scene. As explained by union witnesses, proper staffing levels have been the subject of numerous studies, which have consistently found that inadequate staffing poses risk both to the public and to firefighters. The key elements in controlling the spread of fire are the quick arrival of firefighters in sufficient numbers to attack the fire at the point of origin. Small increases in the speed with which manpower can arrive and be deployed means large increases in victim survivability and firefighter safety. There are certain critical jobs that need to be done at a scene, and they have to be done by firefighters. Delay raises the probability of flashover, the point at which a small fire becomes a large fire and at which the danger to firefighters is extreme. The National Fire Protection Association has recommended that fire companies be staffed by at least four firefighters, and more in high-risk areas.

The correlation between firefighter safety and the number of personnel responding to the alarm, asserts the Union, has been demonstrated in study after study, including ones in Columbus (Ohio), Seattle, Dallas, and Providence (Rhode Island), and also a multi-city study done at Johns Hopkins University. Indeed, the former Chief of the Jamestown Fire Department consistently argued that even at 13 firefighters per shift the Department was understaffed. The studies cited by the Union show that the recommended minimum manpower level to respond to a standard house fire is 14 firefighters, and more for fires requiring aerial attacks. The connection between adequate staffing and firefighter safety has been acknowledged by organizations representing not only firefighters but city managers. The current situation in Jamestown is a disaster waiting to happen.

The adverse consequences of the staffing shortfall in Jamestown are varied, argues the Union. Common sense says that there is an impact on the remaining firefighters who feel compelled to complete the necessary tasks. With station closings, there have been a large number of "incorrect" runs — that is, runs outside a fire company's base — resulting in a significant increase in the distance traveled and response time. The increase in response time directly increases the severity of the fire, the hazards to firefighters and civilians, and the rate of firefighter injury. The link between staffing and injuries has also been documented in the studies cited by the Union. On the ground, according to Union testimony, the practical realities are that many tasks do not get done, there is no backup, and there is often no relief. Moreover, in a radio interview, the former Chief pointed out that with fewer firefighters the task of coordination among them is adversely affected:

We are now at a situation where to have an effective level and have an effective response and suppression and rescue, we have to commit everybody that's on duty, and we have to recall personnel, and we have to take people out of certain technical positions such as fire prevention code enforcement, we

have to take the training officer, which is the Battalion Chief, we have to take the Deputy Chief and sometimes the maintenance person, we have to send everybody to the scene and we're still not functioning properly, because it is confusing once you get there because you have people who aren't assigned to attack crews and you have to decide, okay, where's this person been, and you have to worry about the accountability.

The consequences of inadequate staffing were illustrated by testimonial accounts and videotapes of three fires, says the Union. One fire that caused extensive damage broke out 100 yards from a closed fire station. At another fire a citizen had to help with a ladder, and extrication was performed by ambulance personnel not trained for the task. It is critical in dangerous situations for firefighters to have backup in case they need rescue themselves. The inadequate staffing has recently been exacerbated by adding Jamestown to the first-alarm responses of several surrounding towns. Asking Jamestown firefighters to cover an expanded area when they cannot adequately staff their own fires is an invitation to disaster.

In addition to the impact on working firefighters, the reductions occasioned by layoffs have produced a particular and obvious impact on those highly trained firefighters who were laid off in February 2002, for whom the re-employment prospects in firefighting are limited.

The Union further asserts that the City's defenses and proposals should be rejected by the panel. The City's arguments that the staff reductions have had no impact on firefighters are without merit. An ISO report cited by the City, purporting to show that the City's insurance ratings have not declined, was issued before the layoffs and station closings in 2002. Moreover, the credits assigned to the City by the ISO are not plausible, since they ignore the changes that have taken place since 1990. The City's attempt to explain the injury data presented by the Union are likewise unavailing.

As for the City's four proposals, contends the Union, they do not realistically address the problems created by the staffing reductions. (1) The proposal to allow the City to hire

part-time firefighters makes no economic sense, as the former Fire Chief argued, since it would be cheaper to hire an equivalent number of full-time firefighters. Moreover, the panel should not rewrite the collective bargaining agreement by directing such a substantial change in the parties' relationship. Such changes, if they are to be implemented, should be negotiated by the parties. (2) The proposal to rely on volunteer firefighters was advanced tentatively by the City, and for good reason. There is not an adequate volunteer base in the region; they are not equipped to fight fires in cities; and the available volunteers are already committed to fighting fires in their own villages. Again, urges the Union, the panel should not accept the City's invitation to remake the labor relations environment. (3) The proposal to create a two-tier pay structure is curious, states the Union, since the Union itself proposed an 8-year rollback plan during negotiations, and it would not object to having that proposal incorporated into the panel's award. (4) The City's proposal to allocate pagers to firefighters is not opposed by the Union in principle, but it opposes the City's attempt to force pagers on firefighters. In any case, although pagers are not a panacea, the Union would not object to a directive to cooperate in the development of a pager policy. In summary, the defenses and proposals offered by the City do not address the obvious impact of the staffing reductions on its firefighters.

The Union rejects the City's arguments that it is unable to maintain 13 firefighters (plus a Command Officer) per shift. The City's picture of a community in economic distress is contradicted by the Union's evidence of an economic renaissance. The City is rebounding, and its recent problems are due mainly to the lack of fiscal discipline, as shown by the testimony of the Union's financial consultant, Ed Fennell. The dramatic tax increases that the City has been forced to enact recently would have been unnecessary had it

implemented smaller increases over the preceding years, a policy that would have avoided the current deficit. It also should be noted that the City owns its own utility company, which reduces the cost of living in the city. In addition, Jamestown has been paying a disproportionate share of the cost of the local community college, an inequity that was recently corrected by the county legislature, a move that will afford a significant financial benefit to Jamestown. Finally, while it is true that Jamestown is not getting its fair share of state aid, the answer is not to burden firefighters but rather to lobby effectively for the proper aid.

In sum, the City clearly can afford to pay a substantial impact remedy with small incremental tax increases. Its debt service is less than that of Niagara Falls, which was ordered to pay a substantial impact settlement to its firefighters. The settlement can also be paid from the savings gained from the reduction of staff, along with revenue sources that the Union has suggested. The fact that the City can afford an impact settlement is further supported by an interest arbitration award to the Jamestown Police. The panel in that case considered and rejected many of the same arguments offered by the City here, and it awarded pay increases only ten months ago. In that case, moreover, the City, despite claiming dire straits, offered the PBA 3.5 percent pay increases, which the City Comptroller has said was fair. Finally, it is important to note that the City Council has made a choice here. They have chosen to pay an impact award instead of restoring positions, despite being warned by the former Chief and others that this is the risk they were running.

The Union notes that it has offered several alternatives as remedy for the impact of staffing reductions. The initial demand was for the City to pay all the savings gained from staffing reductions to the remaining firefighters. Other models are contained in interest

arbitration awards in Batavia and Niagara Falls, both of which granted percentage wage increases or payments. In Batavia, the panel provided "credits" to the City for successive levels of staffing restorations; that is, the more the restorations, the less the City would have to pay in wage increases. The Niagara Falls award involved one-time wage payments for the period during which the staffing reductions were in effect. What distinguishes Jamestown from the situation in Niagara Falls is that the positions in Jamestown have not been restored and may never be restored. The first impact issue for the Union is how to compensate the laid-off firefighters, who have clearly been affected by the City's actions.

The best approach, asserts the Union, would be for the City to restore the positions and bring the staffing level back to 68 firefighters, so that shift staffing can be maintained at thirteen. Failing that, the City should pay a percentage increase of 0.5 for each firefighter not rehired. A second approach would contemplate a "shift call back award" equal to what the City would have paid to firefighters to come in to work to maintain a sufficient number of firefighters on the job, or about \$812,000. A third approach is to pay firefighters the equivalent of what the City has saved by trying to balance the budget on the backs of firefighters, or about \$1,131,000. The first approach is best because it allows the City to determine the appropriate balance between staffing levels and impact payments. Any payments made under this approach should include provision for the laid-off firefighters. Moreover, impact payments should not be denied to firefighters off on disability. These firefighters have clearly been affected by the staffing reductions.

For all the foregoing reasons, the Union urges that the panel make a "just and reasonable" award that recognizes the clearly demonstrated impact of staffing reductions on firefighters.

POSITION OF THE CITY

The City points out, first of all, that Jamestown's fiscal condition and economic outlook are weak. It has had an operating deficit in four of the past six years, caused largely by health care costs for employees. The City's bond rating has been downgraded to the lowest investment grade. Its supplemental state aid is the lowest of a comparable group of upstate cities. Its population has declined by 24 percent in the last four decades, and by 8.5 percent in the 1990s, during which time its tax base fell by 5.5 percent. In the past two years, during which the base was still falling, property tax rates were raised by more than 25 percent. In February 2002, the City was within \$3 million of its legal tax limit. Its full value tax rate in 2000 was at the median of upstate cities. Jamestown has continued to experience the closing of businesses, and the remaining businesses have made it clear that the cost of doing business and of government is too high.

The City contends that the Union has failed to prove that the decrease in the manning level of the Fire department has caused an increase in danger to firefighters. Its case was based on pure speculation, with no facts to substantiate the allegations. A review of firefighter incident reports for 1999, 2000, 2001, and 2002 shows that few of the injuries suffered by firefighters were even arguably caused by inadequate manpower. Almost all of the injuries would have happened even if there had been many more firefighters at the scene. The Union never proved, or even attempted to prove, that any injury occurred because of the loss of manpower. The Union did not cite a single instance in which a firefighter was placed in more danger by the reduction in manning levels. Its speculative claim on this point is not supported by the reports of its own members. Although firefighting

is an inherently dangerous occupation, there is no evidence that it has become more dangerous in Jamestown.

The City argues further that, although the Union has claimed that the manpower reductions have also increased risk to citizens and property, that claim is also speculative. There was no example offered of a citizen having been injured in a fire. And although there was no proof that there is an increased risk to property, the City acknowledges that this argument is supported by common sense. The risk to property was in fact the thrust of the Union's case, and the City concedes that there is more likelihood of property damage with fewer firefighters on the job. That, however, is a choice that the residents of Jamestown have made. By opposing tax increases they have indicated their willingness to assume the greater risk rather than pay more taxes, just as individuals may choose to assume more risk in preference to higher insurance premiums. In any case, the argument that danger to property has increased is not supported by the recent insurance rating received by the City in 2002. That rating was unchanged from the one the City received more than ten years earlier.

The City also asserts that the Union has not shown that the staffing reductions have increased the workload of firefighters. There was not a single example of a firefighter having to do more or harder work when the shift crew was reduced from thirteen to twelve. The Union suggested that with fewer firefighters some tasks do not get done, but this is not evidence of firefighters' working harder.

The City contends, in addition, that it has made several reasonable proposals to increase the number of firefighters responding to fires, proposals that have been flatly rejected by the Union, despite the Union's purported concern about increased danger. The

Union's goal has instead been to obtain more money for firefighters, who are already paid very well, and the hiring of more full-time firefighters, which is economically out of the question for the City. The proof of the Union's real agenda of higher wages and bigger pensions lies in its position on pagers. The City has sought to implement a fully voluntary practice of allocating pagers to firefighters so that they could respond more quickly if their friends on duty needed help. The Union's response has been to file charges and grievances and to seek compensation. The Union has also opposed mutual-aid pacts with volunteer fire companies in the region, arguing that these firefighters are not worthy, even though many Jamestown firefighters choose to live in communities served by volunteer companies.

The City notes, finally, that it has taken a number of significant steps to improve firefighter safety. It has purchased electronic equipment to aid communication, cameras to aid in locating fires and people, new and enhanced firefighting gear, new fire trucks, and other items. The Union did not incorporate any of these improvements in its speculative testimony on the increased dangers to firefighters.

For all these reasons, the City asserts that the Union has provided no proof to support its impact demand, and it urges that no additional monies be awarded to the firefighters based on the Union's unsupported allegations.

FINDINGS AND OPINION

It will be helpful at the outset for the panel to be explicit about its understanding of its charge. Under the interest arbitration provisions of the Taylor Law, we are directed to "make a just and reasonable determination of the matters in dispute." In this case, the "matter in dispute" is the reduction in the staffing of the Jamestown Fire Department in terms of both

the overall size of the force and the number of firefighters normally working on a shift. More specifically, since the determination of staffing levels is under the law a prerogative of the City's management and not a mandatory subject of bargaining, the matter in dispute here is the Union's demand for compensation for the impact of the reductions on the firefighters who remain on the job.

We acknowledge and accept the City's argument that the impact of the staffing reductions on the citizens and property owners of Jamestown are not issues for the panel to address. As the City argues, the citizenry is entitled to decide how much fire protection it wishes to buy, and to make its own determination as to how much risk to person and property it is willing to bear in preference to paying the cost of additional protection. These are policy decisions properly left to them, acting through their elected representatives. Accordingly, to the extent that the Union's arguments on impact speak to risk to property and to persons who are not firefighters, they are not relevant to our deliberations.

Under the law, however, the impact of staffing reductions on risks borne by firefighters is clearly not irrelevant for our purposes, since the law recognizes that even those decisions exclusively within management's domain may have an impact on the bargaining unit that must be negotiated. While the City's decision-makers may make unfettered staffing determinations, they must negotiate and, if necessary, arbitrate the *consequences* of those decisions on bargaining unit members. More specifically, while the City's taxpayers through their representatives may decide unilaterally that they are willing to have less fire protection for themselves and their property, they may not decide unilaterally to increase the risks and burdens placed on the firefighters providing the protection without bargaining over appropriate compensation or some other *quid pro quo*. The questions before the panel,

then, are (1) whether the staffing reductions that have taken place since 1999 or 2000 have had an adverse impact on firefighters; (2) if so, whether the impact is such that compensation is indicated; and (3) if so, how much the compensation should be and what form it should take. All this, of course, must be assessed consistently with the standards of the interest arbitration provisions of the Taylor Law.

(1) *Staffing and Risk.* On this threshold question, the panel is persuaded that the staffing reductions have had an adverse impact on the City's firefighters, largely in the form of a heightened risk that firefighters bear in their daily jobs. The City acknowledges that the proposition that fewer firefighters means increased risk to property "makes common sense"; we believe that the increased risk to firefighters is also intuitive. Having fewer fire companies necessarily increases the average time to respond to a fire, which in turn means that the average fire that the firefighters must battle will be larger and the structures that are on fire more unstable. Having fewer firefighters to attack a fire means that the tasks that have to be done when the crews arrive at the scene will take longer as they are spread more thinly, and it also means that there is less capacity for the firefighters to protect each other. Fewer firefighters to perform the same necessary tasks also suggests more stress and more fatigue, which seem intuitively to heighten the risk of injury.

The Union's evidence in this case reinforces these intuitive conclusions. Its expert witness, Captain Michael Lombardo of the Buffalo Fire Department, who has broad experience in firefighter training, described the consequences of delay in attacking a fire, particularly in terms of a "flashover" condition in which a fire spreads rapidly, endangering the firefighters trying to control it. He also described in detail the specific tasks that various firefighters would have to perform at a routine fire, tasks that will necessarily take longer to

perform the fewer hands there are at the scene. Lombardo also gave testimony on industry standards for firefighter staffing and on a number of studies that have linked staffing levels to the safety of firefighters at the scene.

Although the ground rules that the parties adopted in presenting their cases precluded cross-examination of witnesses, it is noteworthy that the City's case contained no direct rebuttal of the points made by Lombardo or of the conclusions reached by the studies and reports submitted by the Union. We make this point because we regard it as significant that, in its decision-making regarding Fire Department staffing, there is no evidence in the record before us that the City investigated or considered the effects that reductions may have on firefighters. Put another way, in weighing the considerations of staffing levels (and their impact on firefighters) and the City's perceived fiscal constraints, the City does not appear to have asked whether there is a level below which staffing becomes more risky to firefighters than is typical for the job. In opposition to the Union's side of this case, in short, there is no professional testimony or literature to help the panel reach the conclusion that, even with the staffing reductions, firefighters in Jamestown are carrying no more than the normal risks of what everyone acknowledges is a dangerous job.

As noted, the Union's submission contains material describing and citing from a number of studies that investigated the links between firefighter staffing and both firefighting effectiveness and firefighter safety. In addition, it contains safety standards issued by the National Fire Protection Association (NFPA), a group representing the firefighting profession at large. Although one might debate the inferences to be drawn from these studies and standards as to the "correct" or optimal (or minimally acceptable) staffing level for a particular fire department or locality — especially given competing considerations, such as

community wealth and resources — the simple conclusion that, other things equal and within any relevant range of staffing, firefighters are more at risk at a fire when their numbers are lower is difficult to escape.

NFPA Standard 1500 on Occupational Safety and Health, issued in 1987, promulgates the standard that "the fire department shall provide an adequate number of personnel to safely conduct emergency scene operations. Operations shall be limited to those that can be safely performed by the personnel available at the scene." It later states:

It is recommended that a minimum acceptable fire company staffing level should be four members responding on or arriving with each engine and each ladder company responding to any type of fire These recommendations are based on experience from actual fires and in-depth fire simulations, critically and objectively evaluating fire company effectiveness. These studies indicate significant reductions in performance *and safety* when crews have fewer members than the above recommendations. (Un. Ex. J, emphasis added.)

This benchmark is reiterated in NFPA Standard 1710 on Organization and Deployment of Fire Suppression Operations *et al.*, issued in 2001, which indicates its purpose as including both the protection of citizens and "the occupational safety and health of fire department employees." (Un. Ex. K-a) The standard is described as setting forth

the minimum criteria related to the effectiveness and efficiency of public entities which provide fire suppression, emergency medical service and special operations. Both efficiency and effectiveness are specifically related to protecting two groups: the public and fire department employees.

In addition to the four-person recommendation on fire *company* staffing, the NFPA's question-and-answer commentary on Standard 1710 addresses deployment requirements in a "full alarm assignment":

The fire department shall have the capability to deploy an initial full alarm assignment within the eight-minute response time. The number of people required falls between 14 and 17, depending on whether or not an aerial is

used, if both pumpers are being used [to] provide attack and backup lines and if a safety officer is required. (Un. Ex. K-b)

The literature on firefighter staffing and its relation to firefighter safety is discussed in both the NFPA's commentary on Standard 1710 and a publication of the International Association of Fire Fighters (IAFF) titled, "Fire Fighter Staffing: Critical Considerations" (Un. Ex. I). The NFPA cites the following sources, among others:

- a 1981 study of the Seattle Fire Department showing an inverse relation between the strength of fire companies and the incidence and severity of firefighter injuries;
- a 1991 study of multiple cities by the IAFF showing higher injury rates with smaller crew sizes;
- a 1990 report by the Nevada Occupational Safety and Health Review Board, declaring that fire trucks with fewer than four firefighters are "unsafely manned";
- a 1993 study by the Austin Fire Department finding that injury rates are significantly higher when crews are smaller;
- a 1982 survey of 150 fire departments by Centaur Associates (for FEMA) which found that "there was a direct correlation between fire fighter safety and the number of personnel on the initial fire attack";
- a 1979 report by the International City Management Association endorsing NFPA Standard 197 on resource deployment, which calls for an initial attack by "a minimum of 12 to 15 personnel plus a chief";
- a 1980 study at Ohio State University finding "a negative statistical correlation between the size of the fire fighting complement and the probability of fire fighter injury."

The IAFF publication, in a chapter titled "Staffing for Initial Fire Attack and Fire Fighter Safety," cites most of the studies and reports noted by NFPA, as well as additional studies using varying methodologies but reaching similar conclusions. These include studies of company size and firefighter injuries conducted in Dallas, Phoenix, and Providence, and one by researchers at Johns Hopkins University. The publication also cites a 1988 report by the International City Management Association concluding that an initial

attack on an interior structural fire, to be successful and safe, requires three trucks with 15 to 16 personnel.

The Union also presents data showing a significant increase in time lost by Jamestown firefighters due to injuries over the past five years. (Un Exs. O and TT) The City responds by pointing out that in reviewing incident reports for 2000, 2001, and 2002, it could identify very few injuries that could be explicitly linked to inadequate manpower. The issue here, however, is not whether firefighters have actually been injured on the job as a result of lower staffing, but whether the *risk* of injury has risen. A dangerous condition does not become less dangerous simply because the potential adverse consequences did not in fact materialize. We note also that the data on actual injuries largely predates the most recent and most substantial reduction in staff, when a fire company was effectively closed (through rotation) and the normal shift complement was reduced from twelve to nine.

(2) *Risk and Compensation.* As noted, it is universally acknowledged that firefighting is inherently a riskier profession than most others, and it follows that at any given time the pay attached to the job incorporates a risk premium. We cannot say, however, that the relation between risk and pay is at any time precise, or that we can derive a specific formula that conclusively correlates variations in risk and pay. Even if one accepts, as we do, that within relevant ranges the risk borne by firefighters varies (other things being equal) with the complement of the firefighting force, it does not necessarily follow that any change (up or down) in the size of the force should be immediately reflected in greater or less firefighter compensation. As a practical matter, in a particular department the prevailing pay of its firefighters may already incorporate a premium that reflects even greater risk than is standard for the job, such that a reduction in staff does not warrant any additional

compensation. Or it may be the case that reductions are *de minimis*, producing relatively inconsequential increases in the level of risk. In short, determining when the greater risk produced by staff reductions reaches a point at which a pay adjustment is warranted cannot be done with scientific precision. The charge to the panel, however, is to evaluate and pass on the Union's demand for "impact" compensation, and we cannot satisfy that charge without making a determination on whether the point at which compensation is warranted has been reached. Thus the relevant question for us is whether the reductions in staffing have significantly increased the risk borne by Jamestown firefighters -- to a level appreciably higher than the norm for the job, where the risk premium already reflected in their pay is inadequate. We conclude that the answer to that question is affirmative.

The record shows that in the mid-1970s the Jamestown Fire Department, covering the same territory, employed about 100 firefighters, nearly twice the number that are employed today. As recently as the early 1990s, the Department employed 75 firefighters. Until 2000, the Department deployed at least thirteen firefighters from four companies to a fire scene, a number that has since been reduced to nine firefighters and three companies. On the face of it, then, it can scarcely be gainsaid that the reductions in staffing have been substantial. It is clear that in effecting the reductions, and especially the most recent ones in 2002, the City has made a choice to buy less fire protection, a choice that was theirs to make. It is also clear, we believe, that the job of firefighting has been made riskier, in that the staffing has been reduced not only to levels far below the historical norms in Jamestown, but also below levels found in cities of comparable size and below the minimum levels cited in the studies and reports discussed above.

The City may argue that the higher levels of staffing in the past reflected a willingness and ability of Jamestown taxpayers to purchase more fire protection for themselves, and not a judgment that those higher levels were necessary for firefighter safety. We would find that argument more persuasive if the reductions had not been so large over time, especially recently. There is evidence of resistance to the post-2000 reductions not only by the Union but also the Fire Chief, who vocally resisted the reduction of the shift complement from thirteen to twelve, even temporarily reversing his own initial decision to do that in 2000. In 2000 the City was already experiencing the financial stress that is at the core of its argument in this arbitration, yet it was still deploying thirteen firefighters on a shift. To conclude that reducing that number to nine over a short period did not have a significant impact on firefighter risk is to suggest, even in the face of what were seen as severe financial pressures, that the City was actually deploying far more firefighters than necessary to keep their risk within normal margins. And to suggest that increasing the risk to citizens does not increase the risk to firefighters implies that in a fire situation risks for citizens and firefighters are unrelated, a proposition that is at best counter-intuitive.

It is also relevant to consider evidence on staffing in other communities. We believe it is reasonable to infer that such staffing reflects judgments by those communities which address not only protection of citizens and property, but also firefighter safety. The evidence in the record is not extensive, but it includes testimony from Brian Boehm, a Union officer, on information he obtained from five fire departments in a number of Upstate New York cities with populations comparable to Jamestown's. (Un. Ex. R) Boehm's survey showed the minimum deployment on a shift for these cities as ranging from 11 to 15 (compared to Jamestown's 9) and the maximum deployment ranging from 16 to 18 (compared to

Jamestown's 11). The City did not offer any testimony or evidence on how its staffing compares to other localities with professional fire departments.

As noted above, the literature on firefighter staffing, much of which explicitly relates staffing to firefighter safety considerations (as well as firefighting effectiveness), speaks to norms for both company size and the total number that should be available to attack a fire. The minimum company size referenced in the literature ranges consistently upward from four; Jamestown's companies run with three firefighters. The total deployment to a structure fire generally ranges upward from 14, although there is one reference in an NFPA standard to as few as 12 firefighters. There is nothing in the literature submitted to this record that remotely suggests a force of nine firefighters as an appropriate norm for attacking a fire.

We accordingly conclude that, for purposes of linking compensation and risk, at shift deployments lower than twelve (plus the Officer-in Command), firefighters are assuming risks beyond the range of the risks normally associated with their job. There is thus an impact on them from the City's decision to reduce both the firefighting staff and the shift complement for which the firefighters should be compensated.

(3) *Level and Form of Compensation.* Given the foregoing findings, we believe the logical approach to compensating firefighters for their added risk is to link the compensation as directly as possible to the added risk incurred day to day by firefighters as the result of staffing decisions by the City. That risk reflects the *potential* of injury or death on the job, and it varies, clearly, with the magnitude of the staffing reductions as reflected in the deployments on each shift. Before we reach the *level* of compensation, however, we must address the ability-to-pay argument stressed by the City.

The evidence does indeed show that Jamestown has experienced demographic and economic reversals in recent decades. Its population has fallen by about 20 percent since 1970. Its tax base has also declined, even while its tax levies have risen. Between 1990 and 2002, total property taxes rose from 3.7 percent of the taxable assessment to 5.7 percent. Although the Union suggests that Jamestown is on the verge of an economic "renaissance," and while there are indeed some hopeful signs in that direction (evidenced by some recent downtown development), this projection is clearly speculative. The City notes that employers have complained vocally about the cost of doing business in Jamestown, and that further tax increases could drive them away. In rebuttal, the Union points out that the City refrained for years from raising taxes at all, so that when the increases became unavoidable they were larger than they needed to be. The issue, however, is not so much how much taxes have risen in the past few years, and at what pace, as it is the level that they have now reached.

The Taylor Law requires that we take into consideration various factors in arriving at our determination, including "the interests and welfare of the public and the financial ability of the public employer to pay," and "comparison of peculiarities in regard to other trades or professions, including specifically (1) hazards of employment" In balancing these considerations, we judge that it is appropriate that the firefighters be compensated for the additional risk they bear as a result of the substantial staffing reductions that have been effected in Jamestown, but only to an extent that lies within the resources of the City. On the point of ability-to-pay, we make three observations. *First*, in February 2002, the City offered to settle its contract negotiations with the Union, including those over the impact of staffing reductions, with five years of pay increases and a promise to make a "good faith effort" to maintain 12-member crews on all shifts, conditioned on health insurance and other

concessions by the Union. Even with the concessions, the establishment of a 12-firefighter schedule (and the rescinding of layoffs) and the pay increases would clearly represent higher expenditures for the Fire Department than it is bearing now. *Second*, the record contains data on the 2000 true value tax rates for Jamestown and 13 other small cities in Upstate New York. The rates range from \$9.99 to \$18.52, with Jamestown at \$14.54, just about at the median. These numbers, which were the latest available, do not reflect the most recent tax rate increases in Jamestown, but they do not reflect increases in the other cities either. *Third*, cities in New York have constitutional tax limits. In 2002, Jamestown's limit was just under \$14 million, and its tax levy was just over \$11 million. Thus the City is constitutionally empowered to raise nearly \$3 million more than it is raising. (Updated figures for 2002 submitted by the Union indicate a "constitutional tax margin" of just over \$3 million.) Thus the evidence shows that Jamestown's citizens are *able* to tax themselves more to compensate fighters for the additional risks they have been asked to bear, and in doing so they would not be taxing themselves at a level that would be grossly out of line with the rate at which other small municipalities have been willing to tax themselves to provide public services. The community resistance to higher taxes cited by the City is no doubt real, but the evidence suggests that at current levels it is less a question of ability to pay than willingness to pay.

We thus return to the question of how most appropriately to compensate firefighters for their risk. The approach we favor is to have the City establish a fund into which is deposited sums of money proportional to the staffing reductions that prevail on any given shift, and then to have the City pay out this fund to working firefighters on a periodic basis. (The reference here to "working" firefighters is expressly intended to exclude those

firefighters on §207-a leave, who we believe are not subject on a day-to-day basis to the added risk that this system is addressing.) The operation of the system will be spelled out in the Award below. The system will be prospective, although we will also award a lump-sum payment retroactively for the period January 1, 2002, to October 1, 2002. Two other sets of issues raised in this case remain to be addressed: the City's proposals, and the impact of the staffing reductions on the firefighters who were laid off in February 2002.

City Proposals. The City has made several proposals aimed, directly or indirectly, at ameliorating the impact of staffing reductions, either by providing for access to more manpower when it is needed, or by changing the economic parameters so as to allow the City to provide the staffing with less financial stress. These proposals deal with two-tier wages, use of pagers, use of volunteer firefighters, and adding part-time firefighters. We address these four issues in turn.

During their negotiations the parties both had proposals on establishing a separate pay scale for firefighters hired after a certain date, and we believe such a system should be adopted as a way to help the City to either enrich its staffing (and thus avoid or lessen "impact payments") or make the impact payments. We have reviewed the proposals made by both sides, and we have determined that a combination of elements from each of the proposals would constitute an appropriate package. The details of this package are set forth in the Award.

On the issue of pagers, we are persuaded by the City's argument that it is wholly appropriate to ask firefighters to carry pagers, and that asking them to do that is not a change that warrants additional compensation. To the extent that the Union is protesting the staffing reductions because of their impact on firefighter safety, it is difficult to understand

any resistance to a system that will clearly improve the margin of safety for firefighters who are answering a call by enabling off-duty firefighters to be reached more quickly and expediently when necessary. The Award will reflect this sentiment.

The City has also proposed that it have more flexibility in entering into Mutual Aid agreements with volunteer fire companies in surrounding communities. Here again, to the extent that this arbitration is about firefighter safety, any arrangement that has the potential of putting more fighters at a scene more quickly directly and positively addresses the "matter in dispute." While we do not believe that reliance on volunteer companies from outlying areas can properly be a substitute for on-duty crews (or indeed for reachable off-duty firefighters), having them available through Mutual Aid to supplement the City's crews strikes us as a constructive response.

The City's proposal for part-time firefighters apparently has the purpose of saving money in two ways: by affording greater flexibility in staffing shifts (particularly with respect to replacing firefighters who are not available for their regular shifts) and thus reducing the need for overtime, and by paying the part-time firefighters a lower wage and benefit package than they would receive as full-time firefighters. To the extent that the deployment of part-time firefighters would help the City maintain more trained firefighters on the job within its available resources, we believe that it is responsive to the aim of ameliorating the impact of staffing reductions on full-time firefighters. However, a proposal to employ an entirely different class of firefighters raises a host of questions regarding their rights, responsibilities, and compensation that we are not equipped to address in the absence of a thoroughly developed outline of the prospective job, something that we do not have in the record. Accordingly, although we believe that employing a contingent of part-time firefighters could

be constructive in meeting the twin objectives of enhanced staffing and cost control, we are unable to fashion an award along these lines.

We urge the parties to thoroughly explore the possibility of allocating resources to part-time firefighters in their upcoming negotiations, and we particularly urge the Union not to dismiss the prospect summarily. The parties will obviously need to address all the various issues surrounding the rights and compensation of part-timers. Any use of part-timers should not affect the current system of "selling back" overtime earned by a full-time firefighter working the regular schedule. Further, the recall rights of the laid-off firefighters will have to be considered in the light of available part-time jobs. And we further stress that any consideration of a part-time contingent should be for the purpose of *increasing* the shift staffing above current levels (to ameliorate the impact), and not to replace full-time positions.

Pending these deliberations, and in the interest of allowing the City more staffing flexibility with its full-time firefighters, the award will adopt a City proposal to establish a flexible schedule for up to four firefighters. The intention of the award is that the flexible schedule for full-time firefighters should expire when all issues surrounding the part-time firefighters have been resolved.

Impact on Laid-Off Firefighters. There can be little quarrel with the Union's argument that the impact of the City's staffing reductions was felt most keenly by the firefighters who have been laid off. It must be acknowledged, however, that these were junior firefighters, who at the time of their layoff had not yet built up a great deal of "equity" in their positions. The panel has determined that the Union's proposals on medical insurance and other benefits, additional re-employment rights, and retraining should not be addressed here. As for severance pay, we believe that a modest payment, keyed to each employee's unused

sick leave at the time of layoff, would appropriately acknowledge their service and the adverse effects of their layoff. In addition, we will provide those firefighters with an option to forgo the payment in consideration of further accumulation of sick time post-layoff.

AWARD

1. Effective October 1, 2002, The City shall establish a fund to compensate firefighters for the added risk of working on shifts that are staffed with fewer than 12 firefighters ("plus one," or not including the officer-in-charge). The shortfall from 12+1 on each shift will be converted to "units" as follows:

11+1	0.5 units
10+1	1.5 units
9+1	3.0 units

These numbers are not additive. Thus a shift that runs with 10+1 firefighters will generate 1.5 units, not 2 units. Further, for the calculation of shift strength, the shift count shall be the number of firefighters on duty for at least one-half of the shift.

For each unit generated, the City will deposit \$45.00 into the fund.

2. On the first payday following the end of each quarter, the City will distribute the contents of the fund, in equal shares, to all full-duty line firefighters who normally answer alarms, who are on the payroll as of that day. Firefighters on paid or unpaid leave, including those on §207-a leave, during the last full week prior to the distribution shall not be eligible for a share.

3. Full-duty line firefighters who normally answer alarms (again excluding firefighters on leave) shall receive a lump sum retroactive payment of \$100 for each month they were in this status from January 1 to October 1, 2002. Firefighters who were laid off in February 2002 shall not be eligible for this payment.

4. The firefighters who were laid off in February 2002 shall receive the considerations agreed to by the parties and memorialized in Union counsel's March 25, 2002, letter to the City. In addition, these firefighters shall be entitled to *one* of the following options:

- a) A lump-sum payment in the amount of \$100 for each day of unused sick leave as of the date of the layoff. Choosing this option will require that the firefighter forgo retention of sick leave accumulated prior to the layoff and rights to any additional sick leave as provided in (b) below.

- b) Retention of sick leave accumulated prior to the layoff (as provided in the parties' agreement) plus one half-day per month from the time of the layoff until the firefighter is recalled. If the firefighter is not recalled, or if he declines to return after being recalled, all accumulated sick leave will be lost.

The laid-off firefighters will be notified of these options by November 1, 2002, and will be required to respond with a choice by December 1, 2002, on which date entitlement to either option will expire.

5. A two-tier system shall be established for all firefighters hired after October 1, 2002. The compensation package for these firefighters shall vary from that of current firefighters in the following ways:

- a) Their pay will be at the probationary rate during their first year on the job; at Step 1 during their second, third and fourth years; at Step 2 during their fifth, sixth and seventh years; and at Step 3 during their eighth year and thereafter.
- b) They will not receive a longevity step in the fourth year; otherwise longevity remains the same as for current firefighters.
- c) They will not receive the bonus for not using sick leave (under Article VIII, section 5) until they reach step 2.

6. The City shall have the right to issue pagers to firefighters for emergency notification and to use the pagers (in lieu of the telephone) to summon off-duty firefighters to fire scenes. There shall be no extra compensation for using the pagers, and firefighters shall not be entitled to overtime compensation for off-duty calls unless they respond to the page and report in timely fashion. After the page has been sent, the City reserves the right to cancel the page for additional call-ins when a sufficient manpower level has been reached. Those who call in and/or respond after such time will not be entitled to compensation.

7. The City shall not be restricted from entering into mutual aid agreements with volunteer fire companies in surrounding localities. Any such agreements, however, will not affect the operation of the impact compensation system described in items 1 and 2 above. The City may call for assistance pursuant to a mutual aid agreement at any time after it has issued a call for off-duty firefighters through the pagers.

8. The City may implement a flexible work schedule for certain firefighters as follows:

For employees hired after January 1, 2001, up to the four (4) least senior firefighters will not work a standard shift but will work a flexible schedule. These will be full-time personnel and on the payroll for at least 2000 hours per year. Their shifts will be assigned by the Chief or his designee and may be changed by the Chief or his designee to resolve any manpower problems or provide needed manning levels prior to the use of overtime. However, after starting a shift (10 hours on days, 14 hours on nights, or 8 hours on technical services assigned out of the office), these employees would not be subject to a change for the remainder of the shift started. The city shall provide each firefighter assigned to the flexible schedule as much notification of their schedule as possible, but in no event less than 48 hours.

STATE OF NEW YORK } SS:
COUNTY OF ERIE }

I, Howard G. Foster, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my award.

October 3, 2002
(dated)

Howard G. Foster
(signature)

Judith A. Bain
JUDITH A. BAIN
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01BA8051856
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 12-04-2002

STATE OF NEW YORK

:

COUNTY OF CHAUTAUQUA

JAMESTOWN PROFESSIONAL FIREFIGHTERS, Local #1772,

-vs-

DISSENT

CITY OF JAMESTOWN, NEW YORK

GENTLEMEN:

I respectfully dissent from this impact arbitration opinion and award. The basis for my dissent is that the opinion is not based upon the evidence submitted at the hearing and the award exceeds the authority of this panel and is not consistent with the evidence presented at the hearing.

I maintain my position that there is no evidence of impact. The safety of firefighters at structure fires is dependent not on the number of personnel present, but on attitude and awareness of safety along with observance of the various working rules and protocols put forth by the department to assure safety. Fewer personnel on the scene admittedly does result in higher losses to property, but it does not impact the safety of firefighters. The Union failed to present any evidence of increased danger or workload on either a regular work shift or at the scene of a fire. In fact, the City presented evidence indicating there has been no increased danger to the firefighters. The City's evidence was uncontested by the Union. The only evidence presented by the Union dealt with increased risk of loss of property to the taxpayers. This award is based on a finding of perceived or "intuitive" impact. The opinion makes no mention of an actual or proven impact in regard to the members of Local 1772. I cannot support an award that is not substantiated by the evidence.

As was recognized by the opinion language, it is the right of the City taxpayers to determine the level of fire protection they deem sufficient for the City of Jamestown. The majority of this panel, neither of whom is a resident of Jamestown, has usurped the authority and rights of the City of Jamestown taxpayers by dictating a level of fire protection the majority deems appropriate.

This award does not specifically address firefighter safety; rather, it establishes a staffing level. A staffing level is a proposal the Union was unable to obtain through contract negotiations and cannot be awarded outside of a contract interest arbitration. By mandating the City of


Jamestown to pay money into a pool any time the number of firefighters on a shift falls below a designated number, this arbitration award has effectively established a minimum manning level, which is against public policy, not a mandatory subject of negotiation, and an improper subject for this arbitration panel to consider. The public through their elected officials sets the staffing and budget of the Jamestown Fire Department. Since the public must both pay for the fire service through taxes and bear the risk to property of any decrease in fire service, it is proper for the officials representing the public to mandate the level of fire protection services. By mandating additional money tied to a staffing level, this award has usurped the public's right to determine and set these levels.

It is my position that the Union failed to establish that firefighter safety was negatively impacted during a normal work shift. A normal shift could include such activities as eating, watching television, sleeping, or routine duties of equipment and truck maintenance. In fact, this arbitration award goes far beyond the evidence that was presented at the hearing. This arbitration award essentially gives firefighters a bonus for time spent at the station waiting for the alarm to ring. But, there was no evidence presented by the Union establishing any increased risk or danger while manning the stations. The only evidence that was presented by the Union at the hearing was that there might be an impact at the scene of a fire. Any effort to deal directly with the impact that was claimed (but not proven) by the Union at the hearing was rejected by the majority of this panel.

In addition, this award has no realistic mechanism with which to control the amount of money paid into the pool. The amount of money is controlled by attendance of Union members. If they should call in sick or otherwise fail to come in to work, the City will then be forced to compensate them by paying money into the pool. In fact, the Union membership has the only control over the amount of money that is to be paid into the pool. Union members can be, and most likely will be, compensated for being absent from work. By staying home, the firefighters increase the amount of money put into a pool in which they all will share. Aside from disciplining employees for abuse of paid time off, which will be met by the Union grieving and proceeding to arbitration on each and every case, the employer has no way to address the problem of employees paying themselves more money by absenting themselves from work. The opportunity for abuse is great, and there is no means in this arbitration award for the City of Jamestown to avoid those abusive situations.

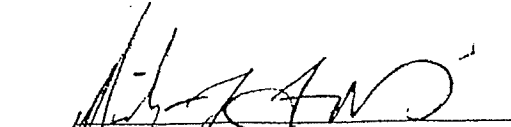
Finally, the City of Jamestown, in an attempt to directly address the loss of manpower on the shifts, put forth proposals on the hiring of part-time fire fighters during negotiations and strongly urged a similar proposal during the course of discussions by members of the panel. The City is in financial difficulty and wishes to hire part-time firefighters to enhance staffing levels in the Fire Department. The proposal put forth by the City with respect to part-time firefighters would directly address the loss of manpower on the shifts, the issue which this impact award is allegedly based upon. However, during the course of negotiations, the Union vehemently opposed any discussions with regard to part-time firefighters and the Union's panel member maintained a similar stance during the course of the arbitration panel discussions. The Union's position was that only money paid to existing firefighters or some sort of de facto minimum staffing clause would solve the problem. It had no interest in any proposal seeking to add staff through any non-traditional means. The panel has accepted that reasoning and similarly rejected part-time firefighters even though the proposal I put forth was that part time firefighters would not be hired until the terms and conditions of their employment could be negotiated with the Union membership. Although language in the opinion encourages the parties to negotiate the hiring of part-time firefighters, this language is wishful thinking and clearly unenforceable. Based on past history, the hiring of part-time fire fighters will be summarily rejected by the Union without discussion. Thus the language in the opinion will not affect future negotiations and offers no relief to the City of Jamestown.

Based on the foregoing, I must respectfully dissent from the arbitration award.



LANCE HEDLUND

Sworn to before me this 11th
Day of October 2002.



Notary Public

TO: Howard A. Foster
Stefan Kundl

Marilyn L. Fiore Nieves, #02FI3088644
Notary Public, State of New York
Qualified in Chautauque County
My Commission Expires Nov 24, 2005

October 4, 2002

To: Howard Foster, Arbitrator

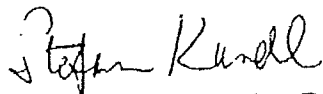
From: Stefan Kundl, Union Panel Member

Re: Interest Arbitration Award

Dear Howard,

After long deliberation and careful consideration, I concur with your award in the above mentioned matter.

Sincerely,

A handwritten signature in cursive script that reads "Stefan Kundl". The signature is written in dark ink and is positioned above the typed name.

Stefan Kundl, Union Panel Member

Memorandum of Agreement

This agreement addresses employees who have missed scheduled vacation time due to a recognized on the job injury, have returned to work and pursuant to General Municipal Law 207-a are entitled to adjustment.

If the employee returns to work in the same calendar year as that of the vacation time missed they shall reschedule their vacation time off in the current calendar year as follows:

- 1) Within two weeks of their return to work, the employee shall select into any vacation slot(s) that would have been available to them during the original vacation selection(s) process. E.g.: If the employee missed a first round vacation selection due to injury, they may reschedule the missed vacation into any vacation slot that would have been available to them during their first round less the selections made by employees with more seniority. (This is agreed in the CBA Exhibit D#13)

If the employee fails to select replacement time within the allotted two weeks, the replacement vacation shall be scheduled by the administration of the Fire Department at their sole discretion.

- 2) If more vacation time has been missed than can be scheduled in the remaining calendar year the employee shall:
 - a) reschedule all possible time during the current calendar year and
 - b) be paid at straight time rate for the remaining hours that were not ABLE to be rescheduled. This payment shall be at the rate in effect at the time the vacation was missed.

If the employee has not returned to work in the same calendar year as that of the vacation time missed they shall:

- a) Receive straight time payment for vacation time missed due to injury paid at the rate in effect at the time the vacation was missed.
- c) Receive payment in the second regular paycheck in January of the following year.

Signed Michelle L. Gury Date 8-30-06

Signed James H. Hall Date Aug 30-06

LETTER OF AGREEMENT

The City of Jamestown and the Jamestown Professional Firefighters Association, IAFF Local 1772 agree to interpret the AWARD, item number 2., of Opinion and Award (PERB Case Number IA201-025) to be as follows.

“If a member is on full duty status for at least 260 hours during a quarter, he shall be entitled to a full share of the Impact payment for that quarter. Trades between members will not be used in the computation of the 260 hours. This agreement shall be effective retroactive to October 1, 2002. As of July 1, 2003 Impact shall be distributed on the odd Friday in between the first & second pay of the month.”

This is a tentative agreement pending ratification by the members of Local 1772.

CITY OF JAMESTOWN, NEW YORK

JAMESTOWN PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL 1772, AFL-CIO

MEMORANDUM OF UNDERSTANDING
May 8, 2007
EMT TEST

Whereas it is in the interest of both the City of Jamestown and Local 1772 IAFF that members of the Jamestown Fire Department get and retain Emergency Medical Technicians Certification and,

Whereas it has been negotiated into the Collective Bargaining agreement that the cost, including the time necessary for obtaining and re-certifying such certification, is the responsibility of the individual and

Whereas it is also clarified in the Collective Bargaining Agreement that the City shall compensate each EMT a yearly stipend for maintaining such Certification and,

Whereas the city is now offering a "Pilot Re-certification Program" that makes each EMT able to re-certify during work hours and,

Whereas the refresher course being taught during April and May 2007 will be the last refresher course that needs individuals to be allowed time off to attend classes and /or for the final exam,

It is hereby mutually agreed that members scheduled to be working on May 17, 2007 will be allowed time off for the purpose of taking the state final exam at JCC on that date and,

It is hereby mutually agreed that in the future any individual that needs time off for the purpose of attending EMT class and/or the tests needed for re-certification shall not be paid for such time either by payment of money or paid time off (the use of benefit time is still allowable).

 Brian O'Connell

Date 5-15-07

 George Hall

Date 5-15-07

Date _____



Jamestown Professional Fire Fighters

Local 1772

Municipal Building
Jamestown, New York 14701
Phone (716) 487-0511



Feb. 25, 2000


To: Chief Arcadipane
From: Local 1772 Grievance comm.
Re: Time off for N.Y.C. First Line Supervisors School

This letter is to confirm our conversation from this morning with regard to time off prior to, and after finishing, the N.Y.C. First Line Officers School. Officers attending this school will be excused from their scheduled duties with the city of Jamestown Fire Dept. at 7:30 A.M. on the Saturday prior to reporting to N.Y.C. and they will return to duty no earlier than 7:30 A.M. on the Sunday following the end of class in N.Y.C.

This agreement will include one night off for the following Officers, Lt. R. Hoch, Lt. V. Ognibene, Lt. M. Russo.

Because there is no existing manning agreement we understand that the Chief, at his option, may not require a callback for the aforementioned day / nights off.

The signatures below confirm both parties agree to, and will abide by this policy.

 ACT/PRG
RE

Frank Martinelli President
Local 1772



Samuel Arcadipane Chief
Jamestown Fire Dept.



Jamestown Professional Fire Fighters

Local 1772

Municipal Building
Jamestown, New York 14701
Phone (716) 487-0511



01/02/2000

The City of Jamestown and the Jamestown Professional Firefighters Local 1772 mutually agree to enter into a side letter of Agreement to the contract. This side letter clarifies the payment of mechanic's differential when this work is performed by an out of class member. The differential shall be paid at \$1.53/ Hr. (This differential is calculated as the difference between FF 3 and FF/Mechanic.) This rate shall increase according to the negotiated wage increases for these two positions.

Mayor Samuel Teresi
City of Jamestown

Frank Martinelli, President
Local 1772

Dennis Richards Secretary
Local 1772

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this 30th day of June, 1993, by
and between:

CITY OF JAMESTOWN, a municipal corporation of
the State of New York, hereinafter referred
to as "City",

and

JAMESTOWN PROFESSIONAL FIRE FIGHTERS ASSOCIATION,
LOCAL 1772, hereinafter referred to as
"Association",

W I T N E S S E T H:

WHEREAS, Occupational Safety and Health Association (OSHA) regulation,
29 CFR 1910.134(b)(10) requires the City as employer to assure that fire
fighters employed by the City of Jamestown are physically able to use
respirators, if required to do so, and

WHEREAS, the OSHA standard provides guidelines and recommendations in
suggesting that the local physician determine what physical conditions are
pertinent to this decision and how often the examination of fire fighters
should be required, and

WHEREAS, the City is primarily interested in conforming to the OSHA
standard so as to complete testing of each fire fighter as to their ability to
utilize respirators and to be provided with a pass/fail or restricted use
determination, and

WHEREAS, the City and the Association agree that the matter of physical
examinations of fire fighters is a mandatory subject of negotiations, and

WHEREAS, the City and the Association agree that it is in their
respective mutual best interests to provide a procedure to comply with the
OSHA standard for respirator use testing, and

sheet and the report sheet that is to be completed by the physician and returned to the City of Jamestown upon completion of the fire fighter's medical examination.

4. That the City of Jamestown and the Jamestown Professional Fire Fighters Association hereby agree that all medical records, doctors' reports and test results relative to the OSHA standard testing for respirator use shall remain the sole and exclusive property of the individual fire fighter and shall retain their confidential nature pursuant to the physician/patient privilege and shall not be disclosed in any manner in the future without the express written consent of the affected fire fighter.

5. That the City of Jamestown hereby agrees to reimburse each fire fighter for those necessary medical tests and examinations in compliance with the OSHA standard and shall reimburse each fire fighter within thirty (30) days, upon presentation of a medical billing statement in an amount not to exceed Forty-five Dollars (\$45.00). That the aforesaid amount is for the year 1993 and shall be adjusted and/or modified on a yearly basis, to be agreed upon by the parties. That the parties agree that the cost of medical test for basic pulmonary function will not be submitted to the City for reimbursement through health insurance coverage, except for follow-up medical testing, care or treatment for medical problem as determined by the physician and in that event, the cost for said care and treatment shall be reimbursable to each fire fighter through the City's health insurance plan.

6. That the parties hereby agree that the City of Jamestown may determine, in accordance with the OSHA standard, to direct fire fighters to undergo medical examination on a regular basis which shall be determined by the physician, but in no event shall be more often than on an annual basis.

the OSHA standard requiring a determination as to a fire fighter's ability to utilize a respirator. That medical records, reports and other documents compiled on a regular basis in conformance with the OSHA standard shall not be used in any manner by the City in the future as a part of Workman's Compensation claims, disability claims, contract claims or Civil Service related actions.

11. That the parties hereto agree that the fire fighters shall endeavor to complete their respective medical testing with their personal physicians on their own time and shall not be released from work nor paid, unless additional medical testing is required over and above the basic pulmonary examination and/or medical testing or treatment is required in compliance with this standard by the physician.

12. That the parties agree that the Chief of the Jamestown Fire Department, on a regular basis, shall mail to each fire fighter's personal physician the instructional sheet summarizing the OSHA standard, together with a report sheet to be completed by the physician subsequent to medical testing, with a request that the form evidencing completion of the testing and result be mailed directly to the Chief of the Jamestown Fire Department. That each fire fighter in the Jamestown Fire Department shall be provided with a copy of all correspondence forwarded by the Chief to the fire fighter's physician at the same time as the original transmittal to physician is made, also a copy of all correspondence from the physician received by the Chief. That the report sheet as to the result of testing be limited to a simple pass/fail/restricted use determination.

13. That the parties agree that the City and the Association will make all reasonable effort to have medical testing completed for all fire fighters

STATE OF NEW YORK
SS.:
CHAUTAUQUA COUNTY

On this 30th day of June, 1993, before me, the subscriber, personally appeared FREDERICK J. ANDERSON, SR., to me known and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Shirley A. Sanfilippo
Notary Public

SHIRLEY A. SANFILIPPO #4777899
Notary Public, State of New York
Qualified in Chautauque County
My Commission Expires Nov. 30, 1994

STATE OF NEW YORK
SS.:
CHAUTAUQUA COUNTY

On this 30th day of June, 1993, before me, the subscriber, personally appeared CHARLES HAJDUK, to me known and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Shirley A. Sanfilippo
Notary Public

SHIRLEY A. SANFILIPPO #4777899
Notary Public, State of New York
Qualified in Chautauque County
My Commission Expires Nov. 30, 1994

STATE OF NEW YORK
SS.:
CHAUTAUQUA COUNTY

On this 30th day of June, 1993, before me, the subscriber, personally appeared FRANK MARTINELLI, to me known and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Shirley A. Sanfilippo
Notary Public

SHIRLEY A. SANFILIPPO #4777899
Notary Public, State of New York
Qualified in Chautauque County
My Commission Expires Nov. 30, 1994

sheet and the report sheet that is to be completed by the physician and returned to the City of Jamestown upon completion of the fire fighter's medical examination.

4. That the City of Jamestown and the Jamestown Professional Fire Fighters Association hereby agree that all medical records, doctors' reports and test results relative to the OSHA standard testing for respirator use shall remain the sole and exclusive property of the individual fire fighter and shall retain their confidential nature pursuant to the physician/patient privilege and shall not be disclosed in any manner in the future without the express written consent of the affected fire fighter.

5. That the City of Jamestown hereby agrees to reimburse each fire fighter for those necessary medical tests and examinations in compliance with the OSHA standard and shall reimburse each fire fighter within thirty (30) days, upon presentation of a medical billing statement at the standard rate charged by W.C.A. Hospital to the City of Jamestown but in no event shall such amount be less than Forty-Five Dollars (\$45.00). That the parties agree that the cost of medical test for basic pulmonary function will not be submitted to the City for reimbursement through health insurance coverage, except for follow-up medical testing, care or treatment for medical problem as determined by the physician and in that event, the cost for said care and treatment shall be reimbursable to each fire fighter through the City's health insurance plan.

[Handwritten signature]
[Handwritten signature]
1/5/95

6. That the parties hereby agree that the City of Jamestown may determine, in accordance with the OSHA standard, to direct fire fighters to undergo medical examination on a regular basis which shall be determined by the physician, but in no event shall be more often than on an annual basis.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made this _____ day of February, 1992 by and between the CITY OF JAMESTOWN, a municipal corporation of the State of New York, hereinafter referred to as City,

and

JAMESTOWN PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 1772, hereinafter referred to as Association,

W I T N E S S E T H:

WHEREAS, the Association is the recognized collective bargaining unit of the professional fire fighters employed by the City of Jamestown, and

WHEREAS, the City and the Association agree that it is in their respective mutual interests to provide a procedure for determining in advance those members of the Association desiring to retire from employment with the City, and

WHEREAS, the parties have previously agreed upon a procedure for determining in advance those members of the Association desiring to retire from employment from the City, and

WHEREAS, the parties hereto have had a long-standing practice and a prior Memorandum of Agreement dating back to December of 1975, and

WHEREAS, the parties hereto now wish to confirm and once again amend their previous agreement, in writing.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Any professional fire fighter represented by the Association who desires to terminate and retire from his employment with the City will be entitled to, during his final year of employment with the City, the career fire fighter step.

2. That this career fire fighter step shall be in addition to a professional fire fighter's regular bi-weekly salary in a sum equal to

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of February, 1992.

CITY OF JAMESTOWN

BY

Frederick J. Anderson Sr.
Frederick J. Anderson, Sr.
Ombudsman

JAMESTOWN PROFESSIONAL FIRE FIGHTERS
ASSOCIATION LOCAL L772

BY

George Steven Simpson
George Steven Simpson
President

CAREER FIRE FIGHTER FINAL STEP

Steps taken from the 1989 - 1990 agreement and based on twenty (20) days vacation earned.

	1.	2.	3.	4.
Fire Fighter	23,328 11.21	25,258 12.14	25,913 12.46	31,503 15.15
Lieutenant			27,431 13.19	33,197 15.96
FF Mechanic			27,930 13.43	33,746 16.22
Captain			28,329 13.62	34,198 16.44
Maint. Supervisor		29,079 13.98	29,850 14.35	35,894 17.26

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made this 26th day of December, 1975, by and between the CITY OF JAMESTOWN, a municipal corporation of the State of New York hereinafter referred to as City and

LOCAL #1772 AFL-CIO JAMESTOWN PROFESSIONAL FIRE-FIGHTERS ASSOCIATION, hereinafter referred to as Association

WITNESSETH

WHEREAS, the Association is the recognized collective bargaining unit of the firefighters employed by the City of Jamestown, and

WHEREAS, the City and the Association agree that it is in their respective mutual interest to provide a procedure for determining in advance those members of the Association desiring to retire from employment with the City, and

WHEREAS, the parties have previously agreed upon a procedure for determining in advance those members of the Association desiring to retire from employment from the City, and

WHEREAS, the parties hereto now wish to confirm their previous agreement in writing,

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Any firefighter represented by the Association who desires to terminate and retire from his employment with the City will receive, during his final year of employment with the City, as part of and in addition to his regular bi-weekly salary a sum equal to one/twenty-sixth (1/26) of the dollar value of longevity and vacation benefits earned and payable in the year of retirement, provided that the firefighter represented by the Association gives notice to the City on forms provided by the City, of his desire to retire and the date of his retirement and provided further that the aforementioned

Page 2.

notice is given on or before December 31 of the year prior to the commencement of the final year of employment. For the purposes of this Agreement, the final year of employment shall not be deemed to mean the calendar year.

2. A firefighter, represented by the Association, who elects to give the required notice as provided for in paragraph 1 herein shall receive on the date of his retirement a lump sum of the remainder of any benefits not paid pursuant to the terms of said paragraph 1 herein.

3. Revocation of the required notice of retirement may be made if given in writing and received by the City no later than twelve o'clock noon on December 31 of the year prior to the year of previously noticed retirement.

4. A firefighter represented by the Association who fails to revoke his notice of retirement as provided for in paragraph 3 herein shall be deemed to have retired as of the date of retirement so indicated in the notice of retirement and his employment as a firefighter shall be terminated as of said date by the City.

5. This Memorandum of Agreement shall take effect on the date of its execution.

6. Notices of retirement will be provided by the City.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the ~~26~~ day of ~~December~~ 1975.

CITY OF JAMESTOWN

BY

Sam J. Nalbore
Sam J. Nalbore
Ombudsman

LOCAL #1772 AFL-CIO JAMESTOWN
PROFESSIONAL FIREFIGHTERS ASSOC.

BY

Joseph L. Moran
Joseph Moran
President

MEMORANDUM OF AGREEMENT

It is hereby agreed by and between, the CITY OF JAMESTOWN (hereinafter referred to as "City"), and the JAMESTOWN PROFESSIONAL FIRE FIGHTERS ASSOCIATION, Local 1772 (hereinafter referred to as "Union"), as follows:

1. That a grievance was filed by the Union on behalf of fire fighters, Jeffery Anderson and Michael Purcell on August 3, 1985 regarding the replacement cost of eyeglasses which were lost while responding to fire alarms.

2. That the parties have agreed not to proceed with the grievance hearing and have attempted to structure a workable procedure for adjusting future claims by fire fighters for lost and damaged personal property.

3. That the parties hereby agree to establish a lost or damaged property committee to be comprised of one (1) representative selected by the City and two (2) representatives selected by the Union.

4. The parties further agree that the committee will meet and review all fire fighter claims as to property lost and/or damaged in the course of employment within thirty (30) days from the date that any fire fighter presents a claim in writing as to said lost or damaged property and the committee shall notify said fire fighter within thirty (30) days from the date of said review. Any claim made hereunder shall be made in writing within sixty (60) days of the date of the alleged occurrence or it shall be deemed void.

5. The parties further agree that this committee has been established to alleviate the need for such claims to be pursued through the customary grievance procedure and therefore all future claims shall be presented to this committee for review and decision as opposed to the contractual grievance procedure.

6. The parties further agree that the Labor and Management Committee will undertake an annual review of the lost or damaged property committee as to its performance and effectiveness.


7. The parties further agree that in consideration of the foregoing, the City will make payment in full to fire fighters, Jeffery Anderson and Michael Purcell for the reimbursement of lost eyeglasses as per the receipts for the replacement cost as submitted by the fire fighters.

8. The parties hereby agree that the foregoing constitutes the entire understanding between the parties and there are no other representations, warranties, promises or other undertakings other than those expressly set forth herein.

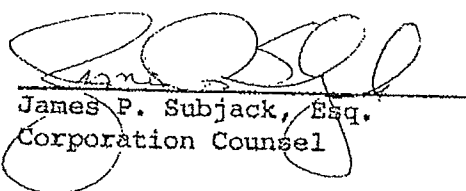
9. This Agreement and all the rights and obligations of the parties hereunder shall be construed according to the Laws of the State of New York as an agreement made and to be formed in all respects, within the State of New York.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 19th day of May, 1986.

CITY OF JAMESTOWN

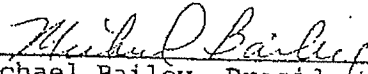


William Baglia, Fire Chief

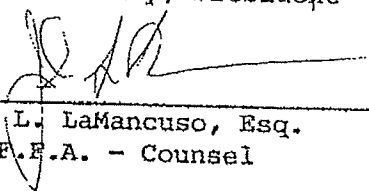


James P. Subjack, Esq.
Corporation Counsel

JAMESTOWN PROFESSIONAL FIRE FIGHTERS
ASSOCIATION - AFL-CIO Local 1772



Michael Bailey, President



John L. LaMancuso, Esq.
J.P.F.F.A. - Counsel

STATE OF NEW YORK

SS:

CHAUTAUQUA COUNTY

On this 12th day of May, 1986, before me, the subscriber, personally appeared WILLIAM BAGLIA, to me known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Mary J. Falacher

Notary Public

MARY JOELACHER
Notary Public
Qualified in
By Commission Expires March 31, 1987

STATE OF NEW YORK

SS:

CHAUTAUQUA COUNTY

On this 6th day of May, 1986, before me, the subscriber, personally appeared JAMES P. SUBJACK, to me known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Mary J. Falacher

Notary Public

MARY JOELACHER
Notary Public
Qualified in
By Commission Expires March 31, 1987

STATE OF NEW YORK

SS:

CHAUTAUQUA COUNTY

On this _____ day of May, 1986, before me, the subscriber, personally appeared MICHAEL BAILEY, to me known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Notary Public

LODESTRO
DUNCANSON
LAMANCUSO
& CALA
LAW OFFICES

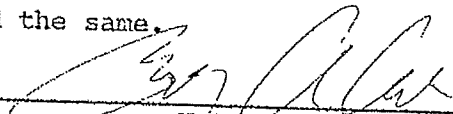
11 WEST SECOND ST.
P.O. BOX 830
WESTTOWN, NEW YORK
14702-0830

STATE OF NEW YORK

SS:

CHAUTAUQUA COUNTY

On this 14th day of May, 1986, before me, the subscriber, personally appeared JOHN L. LAMANCUSO, to me known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.



Notary Public

LODESTRO
DUNCANSON
LAMANCUSO
& CALA
LAW OFFICES
11 WEST SECOND ST.
P.O. BOX 830
TOWN, NEW YORK
702-0830

APPENDIX B
CITY OF JAMESTOWN
VISION CARE PROGRAM

The purpose of the City of Jamestown Vision Care Plan is to help employees offset the cost of routine vision care for themselves and their dependents. The City of Jamestown has contracted through Blue Cross/Blue Shield of WNY with certain area vision care practitioners to furnish services and to bill the City, through Blue Cross/Blue Shield of WNY, for covered benefits.

1. ALLOWANCES FOR SCHEDULE OF COVERED BENEFITS.

	1991	1992
*a. Examination.....	\$35.00	..\$40.00
*b. Frames.....	\$35.00	.. \$50.00
c. Lenses (per pair)		
*Single Vision.....	\$25.00	.. \$35.00
Bifocal		
Single.....	\$35.00	.. \$45.00
Double.....	\$55.00	.. \$65.00
Trifocal.....	\$50.00	.. \$60.00
d. Lenticular (including aspheric) \$125.00		
e. Contacts (unless acuity cannot		
Be 20/70).....	\$125.00	

Note: the lens allowance is for two (2) lenses; if only one (1) lens is needed, the allowance will be one-half (1/2) of the pair allowance.

Contact lenses for other than above amount may be purchased. The amount of reimbursement would be the same as the allowance for regular glasses as above*, plus allowance for examination.

2. VISION EXAMINATION.

A comprehensive eye examination including diagnostic ophthalmic examination, with or without definitive refraction as medically indicated, or a complete vision survey and analysis including but not limited to case history, complete refraction, coordination measurements and tests, visual field charting, and prescription of lenses as needed.

3. CLAIMS FOR COVERED BENEFITS.

Selecting a provider from Blue Cross/Blue Shield of WNY list assures direct payment to the provider according to the schedule listed above. Any excess amount over and above the covered benefit will be your responsibility. However, if you seek the services of a provider who is not Blue Cross/Blue Shield of WNY participating provider, you must pay the full fee. You will then be reimbursed after submitting a claim according to the covered benefit shown above. Claim forms are similar to those used for medical claims and are gray in color. These are available from Blue Cross/Blue Shield of WNY or from the City Insurance Department.

4. IDENTIFICATION.

Each enrollee will be issued an identification card, which you are required to present at the time of service.

5. LIMITATIONS

- a. The examination and survey and analysis are limited to one (1) in any period or twelve (12) consecutive months.
- b. Benefits for the purchase of lenses will be provided once within any twelve (12) consecutive months.

- c. Benefits for the purchase of frames will be provided once within any twelve (12) consecutive months.

6. EXCLUSIONS.

- a. Services rendered as the result of an injury or sickness arising out of the course of employment.
- b. Orthotics or vision training
- c. Prescription sunglasses.
- d. Photochromic or tinted lenses (when amount exceeds covered benefit).
- e. Medical or surgical treatment of the eyes.
- f. Oversize lenses.
- g. Lens coatings or laminating.
- h. Plano lenses.
- i. Any eye examination or eyewear required by the employer as a condition of employment.

All claim inquiries should be made to Blue Cross/Blue Shield of Western New York, PO Box 80, Buffalo, NY (888) 840-6322.

APPENDIX C

CITY OF JAMESTOWN PRESCRIPTION DRUG PROGRAM

The purpose of the City of Jamestown Prescription Program is to provide coverage for the basic prescription drug needs of employees. Assuring broad geographic coverage and quality products and services at competitive prices. The City of Jamestown has contracted, through the current administrator, with certain area pharmacies to accept the benefits payable under the prescription program as full payment for prescription drugs.

BENEFITS.

The basic benefits payable under the drug program are those drugs as prescribed by your physician.

CO-PAYMENT

Co-payments do not contribute to meeting your individual or family deductible.

Effective July 25, 2022 the co-payment for prescriptions will be:

-Generic	\$10
-Single Source Product	\$20
-Multi Source Product	\$40

Effective January 1, 2011, the cost for a maintenance drug prescription (60 day supply) will be one and one-half (1½) times the above amounts.

The cost for a mail order drug prescription (90 day supply) will be two (2) times the above amounts.

CLAIMS.

The participating pharmacies attached will honor your identification card (which must be presented at the time of purchase), collect the required co-payment and submit a billing to City's prescription carrier. Claim forms are **not** necessary when you use a participating pharmacy.

Should you choose to use a nonparticipating pharmacy, you must pay for the prescription and submit a claim to Medco. Medco will reimburse you directly for the

amount which would have been paid had your prescription been filled at a participating pharmacy, less the required co-payment. Charges not reimbursed for obtaining a prescription at a non-participating pharmacy do **not** contribute to meeting your individual or family deductible.

Claim forms similar to those used for medical claims are gray in color. These forms are available both from Medco and the Medical Insurance Office at City Hall. Claims must include an itemized receipt including the name of the dispensing pharmacy, patient name, date dispensed, drug dispensed, amount charged, and prescribing physician.

RESTRICTIONS.

The following restrictions apply to the Prescription Drug Program.

1. The quantity of drug dispensed cannot exceed a supply sufficient for thirty (30) consecutive days. However, prescription orders for "chronic" medications may be dispensed in a supply sufficient for sixty (60) consecutive days.
2. Refills are allowed up to twelve (12) months, or as allowed by law, from onset if included in the original prescription.

EXCLUSIONS.

The following items and services are specifically excluded from the prescription drug program.

1. Medications available without a prescription (except insulin).
2. Mechanical devices, artificial appliances and therapeutic devices.
3. Needles and syringes. To be included payable effective July 1, 1993.
4. Vitamins.
5. Medications for an individual who is an inpatient.
6. Any charges for the administration of medications.
7. Charges for medications incurred as a result of an illness or injury which occurred on the job.

Effective July 1, 1993 *:

- *8. Rogaine.
- *9. Retin A (except as prescribed by physician for acne).
- *10. Habitrol and Nicoderm – limited to one time \$300.00 maximum.

All claim inquiries should be made to Blue Cross/Blue Shield of Western New York, PO Box 80, Buffalo, NY (800) 939-3751.

APPENDIX D

HEALTH AND WELLNESS PROGRAM

The Good Life Program

The Good Life Program is a voluntary wellness program offered to the employees and retirees of the City of Jamestown. It is a three (3) step program. If you decide to participate in this three step program you will pay 17% of the plan premium for the calendar year. If you do not participate in the Good Life you will pay 22% of the plan premium. This adjustment will occur as of April 1, 2015.

The first two steps of The Good Life are:

Step 1 – Health Screening – height, weight, blood pressure, cholesterol and glucose

You may attend a Health Screening event (date and time to be determined) at the Municipal Building. Once a date and time has been selected, you must contact Beth Ecklund at 716-483-7610 to schedule a time.

OR

You may use the Physician Verification Form. You will need to schedule an appointment with your primary care physician to have them fill out the form for you. If you have seen your primary care physician between July 1, 2014 and January 2015, you do not need to schedule a new appointment. You may take the Physician Verification Form to your Dr.'s office and have them fill in the information required using the information they have on file from your visit in the last six months. You are responsible to mail the original copy of the form to the address provided on the form to BlueCross BlueShield (BCBS). **PLEASE KEEP A COPY FOR YOUR RECORDS. The health screening must be completed by March 31, 2015. The form must be postmarked by March 31st.**

Step 2 – Health Assessment

Please use the enclosed instructions to access the Health Assessment on line at bcbswny.com. You will need to register as a member and complete the Health Assessment. The Health Assessment is a series of multiple choice questions about your health. If you need help with the Health Assessment you may schedule a time with Beth Ecklund and she will help you complete the assessment. You may also call the number on the back of your BCBS identification card and a customer service representative will be happy to assist. **The Health Assessment will need to be completed by March 31, 2015.**

If you complete these two steps by March 31, 2015 you will continue to pay 17% of the plan premium. If you do not complete both of these steps you will begin paying the increased plan premium as of April 1, 2015.

After completing the first two steps of The Good Life you will be contacted by BCBS to inform you if you must complete the third and final step of The Good Life program, Health Coaching. If you do have to participate in this step a BCBS Health Coach will contact you. Please see the enclosed information on Health Coaching. **You will have until July 31, 2015 to complete the Health Coaching. If you are required to complete the third step and fail to do so you will begin paying the increased premium of 22% as of August 1, 2015.**

it's time to assess your health

Online health assessments help you understand your levels of health and fitness and how to improve them if necessary. Health assessments also help your doctor focus on your specific needs and provide targeted care.

Health assessments can:

- Identify potential health risks
- Provide you access to covered benefits (e.g., health coaching, health promotion programs)
- Help you to track personal goals online

Before you start:

1. Have your member ID card handy.
2. Ask your doctor for your cholesterol levels (total, HDL, and LDL) and blood pressure (not required, but helpful)
3. If you don't know an answer, don't guess – this can skew your assessment results.

Your health assessment provides an accurate reflection of your wellness level. You'll receive a personal scoring and information regarding your:

- Overall wellness
- Physical activity
- Tobacco use
- Dietary needs
- Blood pressure
- Mental health
- Cholesterol
- Stress level
- Weight
- Body mass index (BMI)

Information you provide through health assessments is confidential and is not shared with your employer. For more information about our privacy practices, visit bcbswny.com.

See the reverse side of this flyer for step-by-step instructions on how to take your health assessment.



healthy changes
everything.



BlueCross BlueShield
of Western New York

The Good LifeSM

What you need to know about biometric screenings

- Hooper Holmes helps us conduct on-site biometric screenings.
- Please schedule your event no later than five weeks before the event date.
- Hooper Holmes will arrive one hour prior to the event time to set up.
- Screenings can be performed between 6 a.m. and 7 p.m. to accommodate multiple shifts.
- Hooper Holmes will assist with scheduling screenings. Paper and online scheduling is available.
- A registration table will be set up to assist employees entering the screening event. We can help staff the table, but ask that you also designate a team of employees to assist.
- We will ask for a site contact. After you schedule the screening date(s), Hooper Holmes will contact this person to make sure the event location is set up correctly.

Considerations for employees

- Employees should fast for eight hours prior to the screening. Water can be consumed.
- Please tell employees to bring their BlueCross BlueShield of Western New York member ID card. If they do not have their ID card, they can bring a valid photo ID.
- The following biometric measurements will be collected: height, weight, blood pressure, total cholesterol, LDL, HDL, triglycerides, and blood glucose.
- Screenings take approximately 10-15 minutes.

Physician Verification Form information

- Employees can use the Physician Verification Form (PVF) instead of participating in the on-site biometric screening.
- To use the PVF, employees must have their blood work completed six months prior to the Good Life program start date.
- The employee completes part 1 of the form; the employee's physician completes and signs part 2 of the form.
- We will give you PVFs to distribute to your employees.
- The employee or physician can return the PVF to BlueCross BlueShield.

FOR EMPLOYER USE ONLY

A division of HealthNow New York Inc., an independent licensee of the BlueCross BlueShield Association.
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healthy changes
everything.



BlueCross BlueShield
of Western New York

step-by-step instructions for completing your health assessment

If you're new to *Online Services*:

1. Go to bcbswny.com and sign in.
2. Select *Member* from the *I am a* drop-down menu.
3. Click *Register Now* under the *Sign in* area.
4. Enter your identification number, group number, and member number.
5. Click *Continue With Registration*.
6. Fill in the required fields to complete your registration.

After you complete your registration, log into *My Access*.

To log in to *My Health*:

1. Go to bcbswny.com and sign in.
2. Click *My Health* under Health and Wellness.
3. Click *Know Your Health Status* under *Start Here*.

You'll need about 15 minutes to complete the survey.

After you've completed the survey, you will immediately receive your personalized profile. Review your profile and under *Start Here*, click *Take a Wellness Workshop*, *Tour My Wellness Website* to take full advantage of *My Health*.

Hint: You can add wellness workshops to your to-do list and track your progress.

bcbswny.com

BlueCross BlueShield of Western New York is a Medicare Advantage organization with a Medicare contract. A division of HealthNow New York Inc., an independent licensee of the BlueCross BlueShield Association.
5757_WNY_8_12 BCBS867

say hello to your health coach

BlueCross BlueShield of Western New York health coaches are trained professionals who will help guide you to better health. Coaching takes place in person, over the telephone, or online.

Our health coaches are focused on getting and keeping you healthy

What a health coach can do for you:

- Actively support, encourage, and educate
- Help develop goals and plans of action
- Identify barriers to better health
- Show you how to manage and control chronic conditions
- Promote safe and healthy lifestyles

Frequently asked questions:

Is a health coach a physician?

No. Our health coaches are trained wellness professionals including registered nurses, nutritionists, social workers, respiratory therapists, health educators, and exercise physiologists.

Can a health coach prescribe medications?

No. Our health coaches cannot prescribe medications or provide physician referrals.

Will a health coach tell me what to do?

No. Our health coaches work with you to help you identify your wellness needs; however, you ultimately determine your goals. Our health coaches will provide you with the tools and resources you need to succeed.

Does a health coach have access to my medical records?

Our health coaches do not have access to your medical records or health information. However, it is recommended you share any health assessment results with your health coach, so he or she can help you create the most effective wellness plan possible.

To learn more about health coaching, visit bcbswny.com call 1-877-878-8785 and select 2.

A Medicare Advantage organization with a Medicare contract.
A division of HealthNow New York Inc., an independent licensee
of the BlueCross BlueShield Association.



healthy changes
everything.



BlueCross BlueShield
of Western New York

BCBS 864 WNY_5756_06-12



The Good Life Physician Verification Form

Instructions to complete this form:

1. Please complete all fields. Use blue or black ink. Print one character per box.
 2. Do not send any additional information attached with this form.
 3. You must complete and return the original form, postmarked by March 31, 2014 to the following address:
BlueCross BlueShield of Western New York
PO Box 80
Buffalo, NY 14240-0080
- Forms faxed, e-mailed or hand delivered will not be accepted.
4. Please keep a copy of this form for your records.

1— Subscriber Information

Please complete this form with your physician if you are not participating in a worksite health screening. Subscriber: If you have any questions please contact customer service at 1-800-544-2583.

Subscriber's Last Name	Subscriber's First Name	M.I.	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Subscriber's ID	Suffix	Group Number	Date of Birth (MMDDYYYY)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subscriber's Signature	<input type="text"/>		

2— Physician Information

Your patient is part of a health plan that asks him/her to have a health screening and complete a Health Assessment. Please take a moment during the office visit to complete this form and return it to your patient. If you have any questions please contact Provider Service at 1 800 950 0051.

Health Screening Information

Please enter the following measurements for your patient. Measurements before July 1, 2013 are not permitted.

Height (inches)	Weight (pounds)		
<input type="text"/>	<input type="text"/>		
Blood Pressure:	Systolic	Diastolic	
	<input type="text"/>	<input type="text"/>	
Blood Sugar	Total Cholesterol	LDL	HDL
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Attending Physician's Last Name	Attending Physician's First Name	M.I.	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Attending Physician's Signature	Date (MMDDYYYY)		
<input type="text"/>	<input type="text"/>		

A Division of HealthNow New York Inc., an Independent Licensee of the BlueCross BlueShield Association.

WELLNESS PLAN QUESTION RESPONSES FROM THE CITY OF JAMESTOWN

1. **What if my results are poor? (e.g.) BP, LDL, etc.**
A complete confidential and educational report package will be shipped to your home address for your review. In the report will be information on all the screening tests you had serviced, your screening scores and recommendations for follow up. Also included in your personal report is a Physician Summary Report that you may provide to your Primary Care Provider. If your results are poor, we recommend that you follow up with your Primary Care Provider after receiving your report.

2. **What if I do not want to improve my results? (e.g.) -I smoke, I drink, I don't work out, I like pasta!**
Deciding to improve your results is a personal choice. The Wellness Screening Program provides up-to-date information on your health. It also provides comparative information, so you know where you fall for your age and gender compared to a national benchmark of other Wellness Screening Program participants. Knowledge is Power and early detection saves lives and lowers out-of-pocket health care costs. We give you the results and a place to start. You choose what you want to do with the information. Share it with your doctor or simply use the results to know how you're doing from year to year.

3. **What will my employer know about my results?**
By law, your employer cannot view your personal health information.

4. **Can this information be used in a Civil Service Law § 71-73 proceeding or any other employment related action (eg) discipline for drinking?**
Your results are for you! By law, your employer cannot view your personal health information or use [it] in any other employment related action.

5. **How does the City benefit from the Jamestown Professional Firefighters Association Local 1772 and its members participating in this plan?**
Your employer benefits from gaining aggregate health information on the total population serviced. This valuable aggregate population data serves as a roadmap in employer prevention and health management strategies. Participation also educates participants at the earliest stage to potentially dangerous health conditions. Early detection is the key to best-case medical outcomes, lower healthcare costs for the participant and the employer and avoidance of catastrophic risks and costs associated with high risk conditions. Building a healthier population through early detection, awareness and continuum of care recommendations is the goal of The Wellness Screening Program.

6. **If I hit my target numbers, am I done?**
Hitting your target numbers is the goal for each participant. Maintaining your target number over time is also measured though The Wellness Screening Program. Our risks may change over time as we age. The information you get focuses on the things over which you have control and can maintain or change.....the power you have to be your best at home, work and play.

7. What happens after the first blood test? What's next as far as expected member action?

After your blood test, you will complete a Health Assessment on an iPod Touch at the screening event. Your height, weight, blood pressure, lab test and health assessment answers will be collected into your personal report that is shipped to your home address. You will be encouraged to review your report and you may also go online into your secure health portal to interact with your report. Recommendations for follow up and action plans will be included in your report, as well as a Physician Summary Report that you may share with your Primary Care Provider.

8. Is all of this time, testing and addressing related issue outcomes on paid City time or does the member have to use his own leave time?

Participating in The Wellness Screening Program takes about 20 minutes of your paid work time.

9. Who else has access to my testing information?

Our team of health care professionals will document your height, weight, and blood pressure. LabCorp of America will be processing your lab results. Our team compiles your report and ships confidentially to your home address.

10. How does the information get to my doctor and what is expected of him/her?

Your report will include a Physician Summary Report that you may personally provide to your physician. A small percent of participants may also receive a high-risk critical call from a Wellness Inc. nurse, if your labs are significantly out of range and recommended for immediate follow up from your Primary Care Physician. It is up to your individual physician to review your report and determine any next steps, based on your screening results.

11. Why can't this program simply be run through our primary care physicians (e.g.) give them the list of tests to run and allow them to monitor us as they know us best through their course of treatment over the years? (Is population statistical based case better than primary care physician based case and wellness planning?)

A Wellness Screening Program is not meant to replace your physician, it is meant to help support physician/patient communication. The Wellness Screening Program also allows your employer to gather valuable aggregate data and participants to track and measure their own health on an annual basis. The program is also quick and convenient for participants and provides ongoing support through your secure health portal.

APPENDIX E

INSERT NUMBER 3
CITY OF JAMESTOWN

The City of Jamestown Employee Benefit Plan is hereby amended as follows:

Effective January 1, 2020

I. The SCHEDULE OF MEDICAL BENEFITS is renamed:

SCHEDULE OF MEDICAL BENEFITS
CLASSES 0T02, 0T04, 0T05, 0T06, 0T07, & 0T08

II. The following SCHEDULE OF MEDICAL BENEFITS/CLASS 0T09 is added:

SCHEDULE OF MEDICAL BENEFITS CLASS 0T09			
	In- Network	Out-of- Network	Limitations and Explanations
Individual Lifetime Maximum Benefit	Unlimited		
Individual Deductible	\$500	\$1,500	If you are enrolled in family coverage under this Plan, no one family member can contribute more than their individual out-of-pocket amount toward the family out-of-pocket amount.
Family Deductible	\$1,000	\$3,000	
Coinsurance	90%	70%	Coinsurance percentages represent the portion of covered expenses paid by the Plan after satisfaction of any applicable deductible.
Primary Care Physician (PCP) Co-pay	\$25	N/A	
Specialist Co-pay	\$25	N/A	
Individual Maximum Out-Of-Pocket Amount	\$1,500	\$10,000	Includes medical deductible and coinsurance amounts, and medical and prescription co-pays. Once a member reaches their individual out-of-pocket maximum amount, the plan will begin to pay at 100%. If you are enrolled in family coverage, the remainder of the family out-of-pocket amount can be satisfied by any one or more covered family members. However, no one family member can contribute more than their individual out-of-pocket amount toward the family out-of-pocket amount. Penalties do not apply to the out-of-pocket amount.
Family Maximum Out-Of-Pocket Amount	\$3,000	\$20,000	

Medical Plan - Class 0109	In-Network	Out-Of- Network	Limitations and Explanations
Abortion	90%*	70%*	
Alcohol and Substance Abuse - Inpatient	90%*	70%*	Includes detoxification, rehabilitation, and residential treatment. Precertification may be required.
Alcohol and Substance Abuse -- Outpatient	90%	70%*	Includes partial hospitalization or intensive outpatient programs.
Alcohol and Substance Abuse - Office	90%	70%*	
Allergy Injections	\$25 co-pay	70%*	
Allergy Serum	100%	70%*	
Allergy Testing	\$25 co-pay	70%*	
Ambulance - Ground / Air	\$50 co-pay*	Paid as in-network	Covered if <i>medically necessary</i> .
Ambulatory Surgery	90%*	70%*	Precertification may be required.
Anesthesia	90%	70%*	Services rendered in a network facility will be reimbursed at the in-network benefit level regardless of whether the anesthesiologist is a participating provider.
Applied Behavioral Analysis (ABA) for Autism Spectrum Disorder	Not covered	Not covered	
Artificial Insemination	90%	70%*	
Cardiac Rehabilitation	90%* ^a	70%*	Limited to 24 visits per year and within 12 weeks of a cardiac event.
Chemotherapy	90%*	70%*	
Chiropractic Care	\$25 co-pay	70%*	
Cochlear Implants	50%	50%*	
Diabetic Education	\$25 co-pay	70%*	
Diabetic Equipment	\$25 co-pay per item	70%*	
Diabetic Supplies	\$25 co-pay per item	70%*	
Diagnostic Laboratory Testing	90%*	70%*	
Dialysis - Home	100%	70%*	
Dialysis -- Office/Facility	90%*	70%*	
Durable Medical Equipment	50%*	50%*	Precertification is required for select equipment.
EEG/EKG/ECG	90%	70%*	

* Deductible applies.

Medical Plan – Class OT09	In-Network	Out-Of- Network	Limitations and Explanations
Emergency Room - Facility	\$50 co-pay*	Paid as in- network	Emergency room cost-share waived if admitted.
Emergency Room - Physician	90%*	Paid as in- network	
Fetal Non Stress Test	\$25 co-pay	70%*	
Hearing Aids	Not covered	Not covered	
Hearing Examination	\$25 co-pay	70%*	
Home Health Care	\$25 co-pay per visit	70%*	Precertification is required. Limited to 365 visits per calendar year.
Hospice Care	90%*	70%*	
Hospital – Inpatient Facility	90%*	70%*	Precertification is required.
Hospital – Inpatient Physician	90%*	70%*	
Infusion Therapy - Home	100%	70%*	
Infusion Therapy - Outpatient	\$25 co-pay	70%*	
Infusion Therapy – Physician Office	\$25 co-pay	70%*	
Injectable Medications	90%	70%*	
Mammograms – Medically Necessary	\$25 co-pay	70%*	Routine mammograms are payable under the Preventive Care benefit.
Maternity – Inpatient Facility	90%*	70%*	Newborn expenses will be paid at 100% when rendered at an in-network facility.
Maternity Care - Physician	\$25 co-pay	70%*	Co-pay applies for initial visit only.
Medical Supplies	90%	70%*	
Mental Health – Electroshock Therapy	90%	70%*	
Mental Health - Inpatient	90%*	70%*	Includes inpatient and residential treatment. Precertification may be required.
Mental Health – Outpatient	90%	70%*	Includes partial hospitalization and intensive outpatient programs.
Mental Health - Office	90%	70%*	
MRI/MRA/CT/PET Scan	90%*	70%*	Precertification may be required.
Observation Room	\$50 co-pay*	Paid as in- network	
Office Visit	\$25 PCP/ \$25 Specialist	70%*	
Office Visit - Telemedicine	\$25 co-pay	N/A	

* Deductible applies.

Medical Plan Class 0109	In-Network	Out-Of-Network	Limitations and Explanations
Orthotics	50%*	50%*	Precertification is required for select items.
Podiatry – Office Visit	\$25 co-pay	70%*	Routine foot care is not covered.
Podiatry – Surgery	90%	70%*	
Post-Mastectomy Bra	90%	70%*	Limited to 4 per calendar year.
Post-Mastectomy External Prosthetic	90%	70%*	Limited to 1 per affected breast per calendar year.
Post-Mastectomy Sleeve	90%	70%*	Limited to 2 per calendar year.
Preadmission Testing	100%	70%*	
Preventive Care	100%	70%*	Includes all mandated care under the Patient Protection and Affordable Care Act (PPACA).
Prosthetics - External	50%*	50%*	Precertification is required for select items.
Prosthetics - Implantable	90%	70%*	
Pulmonary Rehabilitation	90%*	70%*	Limited to 24 visits within a 12-week period.
Radiation Therapy	90%	70%*	
Radiology	90%*	70%*	Services rendered in a network facility will be reimbursed at the in-network benefit level regardless of whether the radiologist is a participating provider.
Rehabilitative Therapy - Physical/ Occupational/Speech	90%*	70%*	Limited to an aggregate of 20 visits in- and out-of-network per calendar year for each type of therapy.
Rehabilitative Therapy - Respiratory	90%	70%*	
Second Surgical Opinion	\$25 co-pay	70%*	
Skilled Nursing Facility	90%	70%*	Precertification is required. Limited to 50 days per calendar year.
Sleep Studies	90%	70%*	Precertification is required.
Sterilization	90%*	70%*	Precertification is required for certain services. In-network services considered preventive care are covered at 100%.
Surgery – Inpatient Facility	90%*	70%*	Precertification may be required.
Surgery Assistant – Inpatient Facility	90%*	70%*	
Surgery – Office/Outpatient	90%*	70%*	Precertification may be required.
Surgery Assistant – Office/Outpatient	90%	70%*	
Transfusion	90%	70%*	
Urgent Care Center	\$50 co-pay	Paid as in-network	
All Other Covered Expenses	90%*	70%*	Limited to covered expenses as described in the Summary Plan Description.

* Deductible applies.

III. The SCHEDULE OF PRESCRIPTION DRUG BENEFITS is renamed:

**SCHEDULE OF PRESCRIPTION DRUG BENEFITS
CLASSES 0T02, 0T04, 0T05, 0T06, 0T07, and 0T08**

IV. The following SCHEDULE OF PRESCRIPTION DRUG BENEFITS/CLASS 0T09 is added:

SCHEDULE OF PRESCRIPTION DRUG BENEFITS CLASS 0T09			
	Pharmacy	Mail Order	Limitations and Explanations
Generic Drug	\$7	\$14	Certain medications considered preventive care under the Affordable Care Act (ACA) are payable at a \$0 co-pay to the member.
Preferred Brand Name Drug	\$40	\$80	Smoking cessation medications are limited to a 180-day supply in any 365-day period.
Non-Preferred Brand Name Drug	\$65	\$130	Certain specialty medications are available through the SaveOnSP program and will be a \$0 co-pay to you. Certain specialty pharmacy drugs are considered non-essential health benefits and fall outside the out-of-pocket limits. The cost of these drugs (though reimbursed by the manufacturer at no cost to you) will not be applied towards satisfying your out-of-pocket maximums.
Maximum Supply	0-30 days	31-90 days	

V. ARTICLE IV – MEDICAL BENEFITS, section G. Covered Medical Expenses is amended as follows:

A. Item 13 in the section Surgical Services is deleted and replaced with the following.

Applicable to Classes 0T02, 0T04, 0T05, 0T06, 0T07, and 0T08:

13. Voluntary termination of pregnancy, only when the mother's life is endangered if the pregnancy was allowed to continue to term or if the pregnancy is the result of rape or incest. Complications arising from an abortion are covered.

Applicable to Class 0T09:

13. Voluntary termination of pregnancy. Complications arising from an abortion are covered.

B. The following item is added to the section **Medical Services**:

Applicable to Class 0T09 only:

29. Artificial insemination including sperm washing, hysterosalpingogram, hysteroscopy, endometrial biopsy, laparoscopy, sono-hysterogram (hysterosonography), post coital tests, testis biopsy, semen analysis, blood tests, and ultrasound.

All other provisions of the Plan remain the same.

HYBRID PLAN

PPO 2985 ASO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to www.bcbswny.com or call 1-888-249-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.bcbswny.com or call 1-888-249-2583 to request a copy.

QUESTIONS	ANSWERS	Why it Matters
What is the overall deductible?	In-network: \$500 individual / \$1,000 family; Out-of-network: \$1,500 individual / \$3,000 family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes, preventive services and office based services are not subject to the deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. This plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	In-network: \$1,500 individual / \$3,000 family; Out-of-network: \$10,000 individual / \$20,000 family	If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.bcbswny.com or call 1-888-249-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 <u>copayment</u>	30% <u>coinsurance</u>	None
	Specialist visit	\$25 <u>copayment</u>	30% <u>coinsurance</u>	None
	Preventive care/screening/immunization	Covered in full	30% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services you need are preventive. Then check what your <u>plan</u> will pay for. Flu vaccine covered in full out-of-network.
If you have a test	Diagnostic test (x-ray, blood work)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Prior authorization required on certain procedures. Call the number on the back of your ID card for details.
If you need drugs to treat your illness or condition	Generic drugs (Tier 1)	\$7 <u>copayment</u>	Not covered	Some generic drugs may be subject to non-preferred brand cost share.
	Preferred brand drugs (Tier 2)	\$40 <u>copayment</u>	Not covered	None
	Non-preferred brand drugs (Tier 3)	\$65 <u>copayment</u>	Not covered	None
	Specialty drugs (Tier 4)	See limitations & exceptions	See limitations & exceptions	Specialty drugs could be generic, preferred brand or non-preferred brand. Please visit our website for a copy of our medication guide.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Prior authorization required on certain procedures. Call the number on the back of your ID card for details.
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Prior authorization required on certain procedures. Call the number on the back of your ID card for details.
	Emergency room care	\$50 <u>copayment</u>	Covered as in-network	Prudent layperson language applies
If you need immediate medical attention	Emergency medical transportation	\$50 <u>copayment</u>	Covered as in-network	None
	Urgent care	\$50 <u>copayment</u>	Covered as in-network	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Prior authorization required.
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None

<p>If you need mental health, behavioral health, or substance abuse services</p>	<p>Outpatient services</p>	<p>10% coinsurance for Mental Health; 10% coinsurance for Substance Abuse</p>	<p>30% coinsurance for Mental Health; 30% coinsurance for Substance Abuse</p>	<p>None</p>
<p>If you are pregnant</p>	<p>Inpatient services</p>	<p>10% coinsurance for Mental Health; 10% coinsurance for Substance Abuse Detox; 10% coinsurance for Substance Abuse Rehab</p>	<p>30% coinsurance for Mental Health; 30% coinsurance for Substance Abuse Detox; 30% coinsurance for Substance Abuse Rehab</p>	<p>Prior authorization required on certain procedures. Call the number on the back of your ID card for details.</p>
<p>If you need help recovering or have other special health needs</p>	<p>Office visits</p>	<p>\$25 copayment</p>	<p>30% coinsurance</p>	<p>None</p>
<p>If your child needs dental or eye care</p>	<p>Childbirth/delivery professional services</p>	<p>\$25 copayment</p>	<p>30% coinsurance</p>	<p>For participating providers, cost share applies only to initial visit to determine pregnancy.</p>
<p></p>	<p>Childbirth/delivery facility services</p>	<p>Covered in full</p>	<p>30% coinsurance</p>	<p>None</p>
<p></p>	<p>Home health care</p>	<p>\$25 copayment</p>	<p>30% coinsurance</p>	<p>365 Home Care visits per calendar year</p>
<p></p>	<p>Rehabilitation services</p>	<p>10% coinsurance</p>	<p>30% coinsurance</p>	<p>20 visits per cal yr agg IN+OON</p>
<p></p>	<p>Skilled nursing care</p>	<p>10% coinsurance</p>	<p>30% coinsurance</p>	<p>Prior authorization required. 50 Days</p>
<p></p>	<p>Durable medical equipment</p>	<p>50% coinsurance</p>	<p>50% coinsurance</p>	<p>Prior authorization required on certain procedures. Call the number on the back of your ID card for details.</p>
<p></p>	<p>Hospice services</p>	<p>10% coinsurance</p>	<p>30% coinsurance</p>	<p>Unlimited Days</p>
<p></p>	<p>Children's eye exam</p>	<p>\$25 copayment</p>	<p>30% coinsurance</p>	<p>Member cost share may vary by plan.</p>
<p></p>	<p>Children's glasses</p>	<p>See limitations & exceptions</p>	<p>See limitations & exceptions</p>	<p>Discounts may apply.</p>
<p></p>	<p>Children's dental check-up</p>	<p>See limitations & exceptions</p>	<p>See limitations & exceptions</p>	<p>Contact your group administrator for coverage details.</p>

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Dental
- Private Duty Nursing
- Cosmetic surgery
- Hearing Aids
- Routine Foot Care
- Custodial Care
- Long Term Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Infertility treatment
- Chiropractic care
- Elective Abortion
- Non-emergency care when traveling outside the U.S.
- Routine Eye Care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact 1-888-249-2583.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Coverage? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-888-249-2583.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-249-2583.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-888-249-2583.

Navajo (Dine): Dine'ehgo shika at'ohwol ninisingo, kwijjigo holne' 1-888-249-2583.

_____ To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and co services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these cover self-only coverage.

Peg is Having a Baby
(You'll see the work of obstetricians and a hospital)

- The plan's overall deductible \$500.00
- Specialist copayment \$25.00
- Hospital (facility) coinsurance 10%
- Other copayment \$25.00

This EXAMPLE event includes services like:
Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost \$13,056

In this example, Peg would pay:

Deductibles*	\$500
Copays	\$350
Coinsurance	\$650
Limits or exclusions	\$60
The total Peg would pay is	\$1,560

Managing Joe's type 2 Diabetes
(A year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$500.00
- Specialist copayment \$25.00
- Hospital (facility) coinsurance 10%
- Other copayment \$25.00

This EXAMPLE event includes services like:
Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

Total Example Cost \$7,390

In this example, Joe would pay:

Deductibles*	\$120
Copays	\$987
Coinsurance	\$186
Limits or exclusions	\$55
The total Joe would pay is	\$1,348

Mia's Simple Fracture
(In-network emergency room visit and follow-up care)

- The plan's overall deductible \$500.00
- Specialist copayment \$25.00
- Hospital (facility) coinsurance 10%
- Other copayment \$25.00

This EXAMPLE event includes services like:
Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost \$1,925

In this example, Mia would pay:

Deductibles*	\$500
Copays	\$225
Coinsurance	\$102
Limits or exclusions	\$0
The total Mia would pay is	\$827

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact BlueCross BlueShield of Western New York at www.bcbwny.com or call 1-888-249-2583.

*Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.

Member Name

Member Street Address

Jamestown, NY 14701

Dear _____,

It is with great pleasure that I inform you that under the provisions of the Rules and Regulations of the Chautauqua County Civil Service Commission and the powers vested in me, I hereby appoint you to the position of Firefighter.

This appointment will take effect on _____. Upon successful completion of a probationary period of not less than eight (8) weeks nor more than fifty-two (52) weeks, this appointment will become permanent.

Your assignment is to take effect 0730 hours on

_____.

You have been assigned to Platoon #__, Station #__, Company #__.

Sincerely yours,

Matthew D. Coon

Deputy Fire Chief

Cc: Personnel File

Civil Service Commission

JPFA Local 137

Member Name

Member Street Address

Jamestown, NY 14701

Dear _____,

It is with great pleasure that I inform you that under the provisions of the Rules and Regulations of the Chautauqua County Civil Service Commission and the powers vested in me, that you have been promoted to the rank of _____ in this Department for a probationary period of not less than eight (8) weeks nor more than twenty-six (26) from the effective date of your promotion.

Should your work performance and demonstration of leadership abilities as a _____ during your probationary term prove satisfactory, your retention in rank at the end of such term will be equivalent to permanent appointment.

Your promotion is to take effect 0730 hours on _____.

You have been assigned to Platoon #__, Fire Station #__, Company #__.

Sincerely yours,

Matthew D. Coon

Deputy Fire Chief

Cc: Personnel File

Civil Service Commission

JPFA Local 137

EXHIBIT A

AWARD

1. Effective October 1, 2002, The City shall establish a fund to compensate firefighters for the added risk of working on shifts that are staffed with fewer than 12 firefighters ("plus one," or not including the officer-in-charge). The shortfall from 12+1 on each shift will be converted to "units" as follows:

11+1	0.5 units
10+1	1.5 units
9+1	3.0 units

These numbers are not additive. Thus a shift that runs with 10+1 firefighters will generate 1.5 units, not 2 units. Further, for the calculation of shift strength, the shift count shall be the number of firefighters on duty for at least one-half of the shift.

For each unit generated, the City will deposit \$45.00 into the fund.

2. On the first payday following the end of each quarter, the City will distribute the contents of the fund, in equal shares, to all full-duty line firefighters who normally answer alarms, who are on the payroll as of that day. Firefighters on paid or unpaid leave, including those on §207-a leave, during the last full week prior to the distribution shall not be eligible for a share.

3. Full-duty line firefighters who normally answer alarms (again excluding firefighters on leave) shall receive a lump sum retroactive payment of \$100 for each month they were in this status from January 1 to October 1, 2002. Firefighters who were laid off in February 2002 shall not be eligible for this payment.

4. The firefighters who were laid off in February 2002 shall receive the considerations agreed to by the parties and memorialized in Union counsel's March 25, 2002, letter to the City. In addition, these firefighters shall be entitled to *one* of the following options:

- a) A lump-sum payment in the amount of \$100 for each day of unused sick leave as of the date of the layoff. Choosing this option will require that the firefighter forgo retention of sick leave accumulated prior to the layoff and rights to any additional sick leave as provided in (b) below.

- b) Retention of sick leave accumulated prior to the layoff (as provided in the parties' agreement) plus one half-day per month from the time of the layoff until the firefighter is recalled. If the firefighter is not recalled, or if he declines to return after being recalled, all accumulated sick leave will be lost.

The laid-off firefighters will be notified of these options by November 1, 2002, and will be required to respond with a choice by December 1, 2002, on which date entitlement to either option will expire.

5. A two-tier system shall be established for all firefighters hired after October 1, 2002. The compensation package for these firefighters shall vary from that of current firefighters in the following ways:

- a) Their pay will be at the probationary rate during their first year on the job; at Step 1 during their second, third and fourth years; at Step 2 during their fifth, sixth and seventh years; and at Step 3 during their eighth year and thereafter.
- b) They will not receive a longevity step in the fourth year; otherwise longevity remains the same as for current firefighters.
- c) They will not receive the bonus for not using sick leave (under Article VIII, section 5) until they reach step 2.

6. The City shall have the right to issue pagers to firefighters for emergency notification and to use the pagers (in lieu of the telephone) to summon off-duty firefighters to fire scenes. There shall be no extra compensation for using the pagers, and firefighters shall not be entitled to overtime compensation for off-duty calls unless they respond to the page and report in timely fashion. After the page has been sent, the City reserves the right to cancel the page for additional call-ins when a sufficient manpower level has been reached. Those who call in and/or respond after such time will not be entitled to compensation.

7. The City shall not be restricted from entering into mutual aid agreements with volunteer fire companies in surrounding localities. Any such agreements, however, will not affect the operation of the impact compensation system described in items 1 and 2 above. The City may call for assistance pursuant to a mutual aid agreement at any time after it has issued a call for off-duty firefighters through the pagers.

8. The City may implement a flexible work schedule for certain firefighters as follows:

For employees hired after January 1, 2001, up to the four (4) least senior firefighters will not work a standard shift but will work a flexible schedule. These will be full-time personnel and on the payroll for at least 2000 hours per year. Their shifts will be assigned by the Chief or his designee and may be changed by the Chief or his designee to resolve any manpower problems or provide needed manning levels prior to the use of overtime. However, after starting a shift (10 hours on days, 14 hours on nights, or 8 hours on technical services assigned out of the office), these employees would not be subject to a change for the remainder of the shift started. The city shall provide each firefighter assigned to the flexible schedule as much notification of their schedule as possible, but in no event less than 48 hours.

STATE OF NEW YORK } SS:
COUNTY OF ERIE }

I, Howard G. Foster, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my award.

October 3, 2002
(dated)

Howard G Foster
(signature)

Judith A. Bain
JUDITH A. BAIN
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01BA8051056
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 12-04-2002

EXHIBIT B

<u>FIRST NAME</u>	<u>MI</u>	<u>LAST NAME</u>	<u>DATE HIRED</u>
William	H	Buck	9/27/71
Timothy	O	Silk	1/22/73
Ronald	P	DeSantis	7/14/75
James	G	Seely	2/16/76
James	E	Winchester	3/19/79
Jeffrey	E	Anderson	3/19/79
Wendell	W	Berg	11/12/79
Michael	J	Purcell	4/14/80
Frank	D	Martinelli	2/24/81
Peter	J	Volpe	1/18/82
Brian	E	Wiles	1/17/83
Michael	A	Pillsbury	1/17/83
Brian	J	Boehm	4/18/83
Steven	L	Landy	5/2/83
Jeffrey	C	Stanford	10/3/83
George	G	Schwob III	1/23/84
Benjamin		Nunez	2/17/84
Chester	R	Harvey	9/4/84
Donald	W	Woodfield	2/25/85
Robert	J	Hoch	5/13/85
Ryan	C	Calkins	8/12/85
Bruce	D	Anderson	9/18/86
Elaine	K	Pillsbury	9/15/86
Vincent	S	Capizzi	9/15/86
James	A	Gatto	3/30/87
Paul	G	Volpe	3/30/87
Mark	S	Federko	7/13/87
Vincent	L	Ognibene	2/16/88
Anthony	J	Gullo	5/2/88
David	H	Crossley	5/4/88
Roger	R.	Sigular	3/27/89
Eric	K	Thompson	3/27/89
John	V	Gatto	5/22/89
Daniel		Butera	5/22/89
Gerald	W	Ingerson	5/22/89
Joseph	M	Foley	5/22/89
Michael	A	Garvey	7/31/89
Matthew	J	Russo	9/24/89
Samuel	B	Salemme	2/12/90
Bruce	W	Sheldon	2/20/96
Paul	L	Williams	2/20/96
Keith	P	Ecklund	2/20/96
Timothy	J	Glenn	3/20/96

EXHIBIT C

LETTERS OF AGREEMENT

THIS LETTER OF AGREEMENT, is made effective upon the signing, by and between:

CITY OF JAMESTOWN, NEW YORK, hereinafter referred to as “City” and

JAMESTOWN PROFESSIONAL FIREFIGHTERS ASSOCIATION, INC., LOCAL 137, hereinafter referred to as the “Association”.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Association, acting through their duly authorized representatives, hereby agree as follows:

1. The Association agrees to terminate the Improper Practice charge, PERB Case No. U-23579, and to terminate the unit clarification action, PERB Case No. CP-839.
2. The impact Arbitration Award of Arbitrator Howard Foster dated October 3, 2002 attached hereto and incorporated herein as Exhibit A, shall continue in full force and effect except as otherwise modified by this agreement in Paragraphs 4, 5, 7,8. The parties hereto agree that any questions regarding the application, interpretation or enforcement of this agreement or the Foster Arbitration Award shall be the subject to the grievance-arbitration procedures set forth in the parties Collective Bargaining Agreement.
3. The Association agrees to allow the Line Battalion Chief's on duty status to count towards filling the staffing levels for the computation of “Impact” payment units.
4. The City agrees, that upon the signing of this agreement, the Battalions Chiefs shall not receive a share of the “Impact” payments.
5. The City agrees that new hires will not count as staffing toward the computation of “Impact” units, for a period of the first 30 calendar days after initial employment.
6. New hires names will not be placed into the Callback file, for purposes of shift maintenance call back, until completion of the New York State Certified Basic Training.
7. New hires shall not receive a share of the Impact payments until the new hire completes the New York State Certified Basic Training Program.

EXHIBIT C (cont)

8. The Association acknowledges that Battalion Chief Winchester and Battalion Chief Calkins, as presently assigned, are management confidential.
9. The City agrees to allow Captain Brian E. Wiles and Captain Chester R. Harvey to continue to work in their current Civil Service titles, as unit members, until their retirement, subject to civil service law.
10. The Association agrees not to preclude Captain Wiles or Captain Harvey from filling the OIC position through a promotion to Battalion Chief (Management Confidential).
11. Subject to the provisions above, the Association agrees to allow the City the future right to replace the two Captains positions presently in charge of platoons (Capt Wiles and Capt Harvey) with Battalion Chief (Management Confidential) positions.
12. To settle the May 29, 2002 Association's offshift holiday pay grievance, and retroactive to January 1, 2003, the City agrees to compensate Association members who are called in offshift on the extra stipend holidays, as described in the contract, at time and one half plus the holiday stipend (1/2 of straight time wage).
13. To settle the March 6, 2002, Garvey injury vacation grievance, the City agrees to allow Association members who are returning to work following an injury, to pick vacation into any slot that would have been available to him in the same round of picking as the vacation that was to be taken off while he was injured. The city retains the right to assign any CT time to this individual.
14. To settle the December 18, 2002, Ingerson Emergency Hospital Leave (EHL) grievance, the City agrees that effective the signing of this agreement, the word "admission" in Article 8, Section 8, subsection (a) shall be interpreted to mean any emergency treatment received at a local hospital emergency room. Upon discharge of the patient, the employee shall return to work within a reasonable time.

EXHIBIT D

Additional Sick Days at Retirement Notification

Date _____

This letter is to inform the CITY OF JAMESTOWN that I, _____,
pursuant to ARTICLE VIII, Section 1, subsection (b), paragraph 4, of the Collective
Bargaining Agreement, do hereby give the CITY OF JAMESTOWN notice of my
intention to retire on _____.

I understand, pursuant to ARTICLE VIII, Section 1., subsection (b), paragraph 4,
that I am giving a one-year advance notice of my retirement date. I also understand and
agree that if I do not retire within two weeks of the above date that I am forfeiting the
benefit of selling back sick days above 134.

Signed _____ Date _____

Witness _____ Date _____

Acknowledged _____ Date _____

EXHIBIT E

JAMESTOWN FIRE DEPARTMENT SICK DAY LOAN MEMORANDUM OF UNDERSTANDING DATED: December ____, 2004

I. PURPOSE

To establish a policy which will allow members to borrow and loan accumulated sick days from one another.

II. POLICY

1. Any member of the Jamestown Fire Department may borrow or lend accumulated sick days to any other member of the Jamestown Fire Department.
2. Members wishing to borrow sick days may only borrow sick days when the borrowing member has zero (0) accumulated sick days remaining.
3. Members wishing to lend sick days may only lend sick days when the lending member has one (1) or more accumulated sick days remaining.
4. The borrowing member is solely responsible for finding an eligible lending member.
5. No member of the Jamestown Fire Department is obligated, in any way, to loan his/her sick days.
6. A member wishing to borrow sick days must use all unused vacation, personal, and earned CT time before being allowed to borrow sick days.
7. Both lending and borrowing members must sign a statement authorizing the transaction. This statement must be in advance of the transaction and submitted for approval to the Department Head and/or his/her designee.
8. The lending member will specify, in the authorizing statement, the maximum number of sick days that the borrowing member will be allowed to borrow from him/her per sick incident.
9. Borrowed sick days will be deducted from the lender as needed, not to exceed the maximum specified number, and on a daily basis only.
10. Upon the borrowers return to work, the transaction will be considered complete and a tally will be made of the total lender sick days used and owed by the borrower.

11. A borrowing member may borrow from more than one member for the same incident.
12. A lending member may loan to more than one member at the same time.
13. Upon return to work, all of the borrowing member's newly accumulating sick time will be credited to his/her lenders sick time, until all time owed is paid back.
14. If a borrowing member has borrowed from more than one lender, then upon return to work, the sick days will be returned to each lender in the same order as the days were loaned.
15. In the event that the lender leaves employment with the Fire Department, the balance owed by the borrower will be credited to the City. The borrower will now continue to pay sick days back to the City before accumulating sick time for him/her self.
16. If the lender leaves employment with less than the maximum allowable retirement sellback days, and the borrower is still employed by the City and returned to full duty, then the City will reimburse the lender, at retirement, for those days still owed by the borrower but not to exceed the maximum allowable retirement sell-back days. If the borrower has not returned to full duty at the time the lender leaves employment, then the lender forfeits those days.
17. In the event that the borrower leaves employment prior to paying back sick days to his/her lender, then the lender forfeits the unpaid sick days to the City.

SICK DAY LOAN AUTHORIZATION

I have read and understand the provisions of the Jamestown Fire Department Sick Day Loan Memorandum of Agreement dated _____ and I hereby authorize _____ to borrow up to a maximum of _____ days from my accumulated sick days for this incident only and subject to the provisions of the Sick Day Loan Memorandum of Agreement dated _____.

Dated: _____

I have read and understand the provisions of the Jamestown Fire Department Sick Day Loan Memorandum of Agreement dated _____ and I hereby agree to pay back the above- listed sick days to _____ for this incident only and subject to the provisions of the Sick Day Loan Memorandum of Agreement dated _____.

Dated: _____