

LABOR AGREEMENT

Between

CITY OF JAMESTOWN

And

JAMESTOWN PROFESSIONAL
FIREFIGHTERS ASSOCIATION

Local #137

January 1, 2025 to December 31, 2028

AGREEMENT made and entered into the 27th day of August, 2025, 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, 2025 – 2.0%
- January 1, 2026 – 3.0%
- January 1, 2027 – 4.0%
- January 1, 2028 – 4.0%

**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 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 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 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 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 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 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 Fire Chief or his designee that it is their pick shall cause the employee to forfeit their choice, therefore, the 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.

Section 6. The vacation schedule book shall include 3 available openings, per scheduled trick throughout the year, for the purposes of scheduling vacation and non-scheduled compensation time.

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:

Health Insurance Premiums shall be as follows:

Effective October 1, 2025, employees and retirees shall pay 23% of premium.

Effective January 1, 2026, employees and retirees shall pay 24% of premium.

Effective January 1, 2027, employees and retirees shall pay 24% of premium.

Effective January 1, 2028, employees and retirees shall pay 25% of premium.

The Health Insurance Premium Equivalent rate will be raised to eighteen percent (18%), effective January 1, 2025. JPFA members and retirees will not be required to pay the new 18% health insurance equivalent premium rate due until the first of the next month following full execution by both parties to the Collective Bargaining Agreement. No retroactive payments are due and owing. Any agreement made with regard to this

matter will be non-precedent setting and cannot be used by either party in any future proceeding.

A Labor Management Committee will be established to review premium rate related issues on a quarterly basis. Such discussions shall not be considered negotiations.

** There shall be no retroactive health insurance premiums contributions due and owing to the City for calendar year 2025 up to the first of the next month following full execution by both parties of the Collective Bargaining Agreement.

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 \$1,600.00 per person per benefit year to \$2,000.00 per person per benefit year. Effective January 1, 1992, the city will increase the Orthodontia maximum from \$1,700.00 at 50%, per person per lifetime to \$2,000.00 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 NYSPPFA 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 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 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 Fire Chief.

The 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 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 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 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 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 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 Fire Chief shall grant such time without loss of pay to no more than two (2) representatives per shift (day or night) to attend such conference.

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

The President of the Association shall have their choice of station assignment, if they so desire.

Either above listed officer desiring such assignment shall notify the 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 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 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 30 days of the last party ratifying the Collective Bargaining Agreement. 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 thirty (30) 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 thirty (30) 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 current and prior Memorandums of Agreement, Understanding, and Arbitration Awards, will be attached and incorporated into this agreement as Appendix A.

Section 24. Time Off for Promotional Exams

(a) The City shall allow all eligible employees, who are able to produce a Civil Service eligibility letter, and are scheduled to work on the day of a promotional Civil Service examination, within the Jamestown Fire Department, all necessary time off, as long as it does not create overtime. Overall department seniority by hire date will be used to determine eligibility.

(b) In order to determine eligibility for this benefit, the employee shall provide a copy of their eligibility letter from the Civil Service Commission no less than one week prior to the exam.

(c) All necessary time off shall be granted with pay, and at no expense of the employees' benefit time.

(d) An employee who is eligible to take a promotional Civil Service examination within the Jamestown Fire Department, shall not be required to work as of and after, midnight of the night preceding the examination.

(e) Employees who are allowed time off for a promotional Civil Service exam, are expected to return to work after completing the exam in the scheduled period. Reasonable travel time from the examination site is not to exceed 1 hour beyond the end time of the exam.

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, 2025, and shall terminate on December 31, 2028. All provisions of the Agreement will remain as is and shall terminate on December 31, 2028 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



Kimberly A. Ecklund, Mayor

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



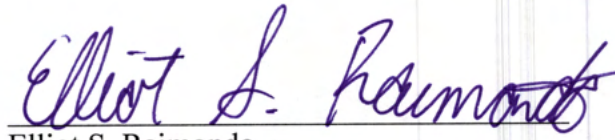
Benjamin McLaughlin, President



Benjamin Troche, 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
Corporation Counsel



Date

* Agreement: Firefighters Contract January 1, 2025 – December 31, 2028
* Parties: City of Jamestown and Jamestown Professional Firefighters Association
Local 137, AFL-CIO

Salary Schedules

**CITY OF JAMESTOWN
FIRE DEPARTMENT CONTRACT
2025 - 2028**

No yearly step increases unless promoted

FFP - 1 year from DOH

Step is awarded 1 day of qtr

anniversary date falls in

Always 1/1, 4/1, 7/1 or 10/1 (1st pay period of qtr)

Contract % Raise:	2.75%	2.00%	2.50%	2.50%	2.50%	2.75%	2.00%	3.00%	4.00%	4.00%
	2015	2020	2021	2022	2023	2024	2025	2026	2027	2028
Firefighter										
FFP Salary	\$37,957.17	\$ 41,953.60	\$ 43,014.40	\$ 44,096.00	\$ 45,198.40	\$ 46,446.40	\$ 47,375.33	\$ 48,796.59	\$ 50,748.46	\$ 52,778.40
FFP Rate	\$18.25	\$ 20.17	\$ 20.68	\$ 21.20	\$ 21.73	\$ 22.33	\$ 22.78	\$ 23.46	\$ 24.40	\$ 25.38
FF1 Salary	\$45,717.96	\$ 50,502.40	\$ 51,771.20	\$ 53,081.60	\$ 54,412.80	\$ 55,910.40	\$ 57,028.61	\$ 58,739.47	\$ 61,089.05	\$ 63,532.62
FF1 Rate	\$21.98	\$ 24.28	\$ 24.89	\$ 25.52	\$ 26.16	\$ 26.88	\$ 27.42	\$ 28.25	\$ 29.37	\$ 30.55
FF2 Salary	\$49,500.45	\$ 54,704.00	\$ 56,076.80	\$ 57,491.20	\$ 58,947.20	\$ 60,569.60	\$ 61,781.00	\$ 63,634.43	\$ 66,179.81	\$ 68,827.01
FF2 Rate	\$23.80	\$ 26.30	\$ 26.96	\$ 27.64	\$ 28.34	\$ 29.12	\$ 29.71	\$ 30.60	\$ 31.82	\$ 33.09
FF3 Salary	\$64,498.26	\$ 71,281.60	\$ 73,070.40	\$ 74,900.80	\$ 76,793.60	\$ 78,915.20	\$ 80,493.51	\$ 82,908.32	\$ 86,224.66	\$ 89,673.65
FF3 Rate	\$31.01	\$ 34.27	\$ 35.13	\$ 36.01	\$ 36.92	\$ 37.94	\$ 38.70	\$ 39.86	\$ 41.46	\$ 43.12
FF4 Salary	\$77,399.34	\$ 85,529.60	\$ 87,672.00	\$ 89,876.80	\$ 92,144.00	\$ 94,681.60	\$ 96,575.24	\$ 99,472.50	\$ 103,451.40	\$ 107,589.46
FF4 Rate	\$37.22	\$ 41.12	\$ 42.15	\$ 43.21	\$ 44.30	\$ 45.52	\$ 46.44	\$ 47.83	\$ 49.74	\$ 51.73
\$ Stipend lt3-ff3	\$1.82	\$ 2.00	\$ 2.05	\$ 2.10	\$ 2.15	\$ 2.21	\$ 2.26	\$ 2.33	\$ 2.41	\$ 2.51
EMS Supervisor	\$34.65	\$ 38.27	\$ 39.23	\$ 40.21	\$ 41.22	\$ 42.36	\$ 43.22	\$ 44.52	\$ 46.28	\$ 48.14
LT3 Salary	\$68,279.13	\$ 75,441.60	\$ 77,334.40	\$ 79,268.80	\$ 81,265.60	\$ 83,512.00	\$ 85,182.24	\$ 87,737.71	\$ 91,247.22	\$ 94,897.11
LT3 Rate	\$32.83	\$ 36.27	\$ 37.18	\$ 38.11	\$ 39.07	\$ 40.15	\$ 40.96	\$ 42.19	\$ 43.87	\$ 45.63
LT4 Salary	\$81,935.61	\$ 90,521.60	\$ 92,788.80	\$ 95,118.40	\$ 97,510.40	\$ 100,193.60	\$ 102,197.48	\$ 105,263.41	\$ 109,473.95	\$ 113,852.91
LT4 Rate	\$39.40	\$ 43.52	\$ 44.61	\$ 45.73	\$ 46.88	\$ 48.17	\$ 49.14	\$ 50.61	\$ 52.64	\$ 54.74
FFMech3 Salary	\$69,520.92	\$ 76,814.40	\$ 78,748.80	\$ 80,724.80	\$ 82,763.20	\$ 85,051.20	\$ 86,752.23	\$ 89,354.80	\$ 92,929.00	\$ 96,646.16
FFMech3 Rate	\$33.43	\$ 36.93	\$ 37.86	\$ 38.81	\$ 39.79	\$ 40.89	\$ 41.71	\$ 42.96	\$ 44.68	\$ 46.47
FFMech4 Salary	\$83,425.41	\$ 92,164.80	\$ 94,473.60	\$ 96,844.80	\$ 99,278.40	\$ 102,024.00	\$ 104,064.48	\$ 107,186.42	\$ 111,473.88	\$ 115,932.84
FFMech4 Rate	\$40.11	\$ 44.31	\$ 45.42	\$ 46.56	\$ 47.73	\$ 49.05	\$ 50.04	\$ 51.54	\$ 53.60	\$ 55.74
\$ FFMech3-FF3	\$2.42	\$ 2.66	\$ 2.73	\$ 2.80	\$ 2.87	\$ 2.95	\$ 3.01	\$ 3.10	\$ 3.22	\$ 3.35
OffMechLT3	\$35.25	\$ 38.93	\$ 39.91	\$ 40.91	\$ 41.94	\$ 43.10	\$ 43.97	\$ 45.29	\$ 47.09	\$ 48.98
OffMechLT4	\$41.82	\$ 46.18	\$ 47.34	\$ 48.53	\$ 49.75	\$ 51.12	\$ 52.15	\$ 53.71	\$ 55.86	\$ 58.09
OffMechCapt3	\$36.32	\$ 40.11	\$ 41.12	\$ 42.15	\$ 43.21	\$ 44.40	\$ 45.29	\$ 46.65	\$ 48.51	\$ 50.46
OffMechCapt4	\$43.11	\$ 47.62	\$ 48.82	\$ 50.05	\$ 51.31	\$ 52.73	\$ 53.79	\$ 55.40	\$ 57.62	\$ 59.92
Capt3 Salary	\$70,511.42	\$ 77,896.00	\$ 79,851.20	\$ 81,848.00	\$ 83,907.20	\$ 86,216.00	\$ 87,940.32	\$ 90,578.53	\$ 94,201.68	\$ 97,969.75
Capt3 Rate	\$33.90	\$ 37.45	\$ 38.39	\$ 39.35	\$ 40.34	\$ 41.45	\$ 42.28	\$ 43.55	\$ 45.29	\$ 47.11
Capt4 Salary	\$84,614.99	\$ 93,516.80	\$ 95,867.20	\$ 98,280.00	\$ 100,755.20	\$ 103,542.40	\$ 105,613.25	\$ 108,781.65	\$ 113,132.92	\$ 117,658.24
Capt4 Rate	\$40.69	\$ 44.96	\$ 46.09	\$ 47.25	\$ 48.44	\$ 49.78	\$ 50.78	\$ 52.30	\$ 54.40	\$ 56.57
FAMS2 - FIRE ALARM MAINT SUPERVISOR Salary	\$72,381.45	\$ 79,955.20	\$ 81,972.80	\$ 84,032.00	\$ 86,132.80	\$ 88,504.00	\$ 90,274.08	\$ 92,982.31	\$ 96,701.61	\$ 100,569.68
FAMS2 - FIRE ALARM MAINT SUPERVISOR Rate	\$34.80	\$ 38.44	\$ 39.41	\$ 40.40	\$ 41.41	\$ 42.55	\$ 43.41	\$ 44.71	\$ 46.50	\$ 48.36
FAMS3 Salary	\$74,298.82	\$ 82,097.60	\$ 84,156.80	\$ 86,278.40	\$ 88,441.60	\$ 90,875.20	\$ 92,692.71	\$ 95,473.50	\$ 99,292.44	\$ 103,264.14
FAMS3 Rate	\$35.73	\$ 39.47	\$ 40.46	\$ 41.48	\$ 42.52	\$ 43.69	\$ 44.57	\$ 45.91	\$ 47.74	\$ 49.65
FAMS4 Salary	\$89,159.53	\$ 98,508.80	\$ 100,984.00	\$ 103,521.60	\$ 106,121.60	\$ 109,054.40	\$ 111,235.49	\$ 114,572.56	\$ 119,155.47	\$ 123,921.69
FAMS4 Rate	\$42.87	\$ 47.36	\$ 48.55	\$ 49.77	\$ 51.02	\$ 52.43	\$ 53.48	\$ 55.09	\$ 57.29	\$ 59.58
\$ stipend	\$0.60	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Station Lt3	\$33.43	\$ 36.87	\$ 37.78	\$ 38.71	\$ 39.67	\$ 40.75	\$ 41.56	\$ 42.79	\$ 44.47	\$ 46.23
Station Lt4	\$40.00	\$ 44.12	\$ 45.21	\$ 46.33	\$ 47.48	\$ 48.77	\$ 49.74	\$ 51.21	\$ 53.24	\$ 55.34
Acting Lt Differential (FF3)	\$ 1.82	\$ 2.00	\$ 2.05	\$ 2.10	\$ 2.15	\$ 2.21	\$ 2.26	\$ 2.33	\$ 2.41	\$ 2.51
Mechanic Differential	\$ 2.42	\$ 2.66	\$ 2.73	\$ 2.80	\$ 2.87	\$ 2.95	\$ 3.01	\$ 3.10	\$ 3.22	\$ 3.35
OIC (+ \$1.50)	\$ 1.07	\$ 1.18	\$ 1.21	\$ 1.24	\$ 1.27	\$ 1.30	\$ 1.32	\$ 1.36	\$ 1.42	\$ 1.48
FAMS 3 YoY Increase (Compounded)		\$ 3.74								
FAMS 4 YoY Increase (Compounded)		\$ 4.49					1.97%	2.95%	3.93%	3.94%

CITY OF JAMESTOWN
 FIRE DEPARTMENT CONTRACT
 2025 - 2028

No yearly step increases unless promoted

FFP - 1 year from DOH

Step is awarded 1 day of qtr

anniversary date falls in

Always 1/1, 4/1, 7/1 or 10/1 (1st pay period of qtr)

Contract % Raise:	2.75%	2.00%	2.50%	2.50%	2.50%	2.75%	2.00%	3.00%	4.00%	4.00%
	2015	2020	2021	2022	2023	2024	2025	2026	2027	2028
FAMS Dollar increase	\$1,988.54	\$1,622.40	\$2,059.20	\$2,121.60	\$2,163.20	\$2,433.60	\$1,817.51	\$2,780.79	\$3,818.94	\$3,971.70
BC1	\$ 75,891.67 \$36.49	\$ 83,690.45 \$40.24	\$ 85,749.65 \$41.23	\$ 87,871.25 \$42.25	\$ 90,034.45 \$43.29	\$ 92,468.05 \$44.46	\$94,285.56 \$45.33	\$ 97,066.35 \$46.67	\$100,885.29 \$48.51	\$ 104,856.99 \$50.42
BC2	\$ 77,900.67 \$37.46	\$ 85,699.45 \$41.20	\$ 87,758.65 \$42.19	\$ 89,880.25 \$43.21	\$ 92,043.45 \$44.25	\$ 94,477.05 \$45.42	\$96,294.56 \$46.30	\$ 99,075.35 \$47.64	\$102,894.29 \$49.47	\$ 106,865.99 \$51.38
BC3	\$ 79,989.67 \$38.46	\$ 87,788.45 \$42.21	\$ 89,847.65 \$43.20	\$ 91,969.25 \$44.22	\$ 94,132.45 \$45.26	\$ 96,566.05 \$46.43	\$98,383.56 \$47.30	\$101,164.35 \$48.64	\$104,983.29 \$50.48	\$ 108,954.99 \$52.39
BC4	\$ 82,163.67 \$39.51	\$ 89,962.45 \$43.25	\$ 92,021.65 \$44.24	\$ 94,143.25 \$45.26	\$ 96,306.45 \$46.30	\$ 98,740.05 \$47.47	\$100,557.56 \$48.35	\$103,338.35 \$49.69	\$107,157.29 \$51.52	\$ 111,128.99 \$53.43
BC5	\$ 84,423.67 \$40.59	\$ 92,222.45 \$44.34	\$ 94,281.65 \$45.33	\$ 96,403.25 \$46.35	\$ 98,566.45 \$47.39	\$101,000.05 \$48.56	\$102,817.56 \$49.44	\$105,598.35 \$50.77	\$109,417.29 \$52.61	\$ 113,388.99 \$54.52
BC6	\$ 86,774.67 \$41.72	\$ 94,573.45 \$45.47	\$ 96,632.65 \$46.46	\$ 98,754.25 \$47.48	\$100,917.45 \$48.52	\$103,351.05 \$49.69	\$105,168.56 \$50.57	\$107,949.35 \$51.90	\$111,768.29 \$53.74	\$ 115,739.99 \$55.65
DC1 - Deputy chief	\$ 84,059.67 \$40.42	\$ 91,858.45 \$44.16	\$ 93,917.65 \$45.15	\$ 96,039.25 \$46.17	\$ 98,202.45 \$47.21	\$100,636.05 \$48.38	\$102,453.56 \$49.26	\$105,234.35 \$50.60	\$109,053.29 \$52.43	\$ 113,024.99 \$54.34
DC2	\$ 86,573.67 \$41.63	\$ 94,372.45 \$45.37	\$ 96,431.65 \$46.36	\$ 98,553.25 \$47.38	\$100,716.45 \$48.42	\$103,150.05 \$49.59	\$104,967.56 \$50.47	\$107,748.35 \$51.81	\$111,567.29 \$53.64	\$ 115,538.99 \$55.55
DC3	\$ 89,192.67 \$42.89	\$ 96,991.45 \$46.63	\$ 99,050.65 \$47.62	\$101,172.25 \$48.64	\$103,335.45 \$49.68	\$105,769.05 \$50.85	\$107,586.56 \$51.73	\$110,367.35 \$53.07	\$114,186.29 \$54.90	\$ 118,157.99 \$56.81
DC4	\$ 91,920.67 \$44.20	\$ 99,719.45 \$47.94	\$101,778.65 \$48.93	\$103,900.25 \$49.95	\$106,063.45 \$50.99	\$108,497.05 \$52.16	\$110,314.56 \$53.04	\$113,095.35 \$54.38	\$116,914.29 \$56.21	\$ 120,885.99 \$58.12
DC5	\$ 94,762.67 \$45.56	\$102,561.45 \$49.31	\$104,620.65 \$50.30	\$106,742.25 \$51.32	\$108,905.45 \$52.36	\$111,339.05 \$53.53	\$113,156.56 \$54.41	\$115,937.35 \$55.74	\$119,756.29 \$57.58	\$ 123,727.99 \$59.49
DC6	\$ 98,314.67 \$47.27	\$106,113.45 \$51.02	\$108,172.65 \$52.01	\$110,294.25 \$53.03	\$112,457.45 \$54.07	\$114,891.05 \$55.24	\$116,708.56 \$56.11	\$119,489.35 \$57.45	\$123,308.29 \$59.29	\$ 127,279.99 \$61.20
	2015	2020	2021	2022	2023	2024	2025	2026	2027	2028

**CITY OF JAMESTOWN
FIRE DEPARTMENT CONTRACT
2025 - 2028**

No yearly step increases unless promoted
 FFP - 1 year from DOH
 Step is awarded 1 day of qtr anniversary date falls in
 Always 1/1, 4/1, 7/1 or 10/1 (1st pay period of qtr)
 Contract % Raise:

	2.75%	2.00%	2.50%	2.50%	2.50%	2.75%	2.00%	3.00%	4.00%	4.00%
20% Career Step Rates	2015	17 years 2020	2021	2022	2023	2024	2025	2026	2027	2028
FAMS Dollar increase										
BC1	\$ 91,083.20 \$43.79	\$ 100,428.54 \$48.28	\$ 102,899.58 \$49.47	\$ 105,445.50 \$50.69	\$ 108,041.34 \$51.94	\$ 110,961.66 \$53.35	\$ 113,152.00 \$54.40	\$ 116,480.00 \$56.00	\$ 121,076.80 \$58.21	\$ 125,840.00 \$60.50
BC2	\$ 93,496.00 \$44.95	\$ 102,839.34 \$49.44	\$ 105,310.38 \$50.63	\$ 107,856.30 \$51.85	\$ 110,452.14 \$53.10	\$ 113,372.46 \$54.51	\$ 115,564.80 \$55.56	\$ 118,913.60 \$57.17	\$ 123,468.80 \$59.36	\$ 128,252.80 \$61.66
BC3	\$ 95,992.00 \$46.15	\$ 105,346.14 \$50.65	\$ 107,817.18 \$51.84	\$ 110,363.10 \$53.06	\$ 112,958.94 \$54.31	\$ 115,879.26 \$55.71	\$ 118,060.80 \$56.76	\$ 121,409.60 \$58.37	\$ 126,006.40 \$60.58	\$ 130,769.60 \$62.87
BC4	\$ 98,612.80 \$47.41	\$ 107,954.94 \$51.90	\$ 110,425.98 \$53.09	\$ 112,971.90 \$54.31	\$ 115,567.74 \$55.56	\$ 118,488.06 \$56.97	\$ 120,681.60 \$58.02	\$ 124,030.40 \$59.63	\$ 128,585.60 \$61.82	\$ 133,369.60 \$64.12
BC5	\$ 101,316.80 \$48.71	\$ 110,666.94 \$53.21	\$ 113,137.98 \$54.39	\$ 115,683.90 \$55.62	\$ 118,279.74 \$56.87	\$ 121,200.06 \$58.27	\$ 123,406.40 \$59.33	\$ 126,713.60 \$60.92	\$ 131,310.40 \$63.13	\$ 136,073.60 \$65.42
BC6	\$ 104,124.80 \$50.06	\$ 113,488.14 \$54.56	\$ 115,959.18 \$55.75	\$ 118,505.10 \$56.97	\$ 121,100.94 \$58.22	\$ 124,021.26 \$59.63	\$ 126,214.40 \$60.68	\$ 129,542.40 \$62.28	\$ 134,139.20 \$64.49	\$ 138,902.40 \$66.78
DC1	\$ 100,880.00 \$48.50	\$ 110,230.14 \$53.00	\$ 112,701.18 \$54.18	\$ 115,247.10 \$55.41	\$ 117,842.94 \$56.66	\$ 120,763.26 \$58.06	\$ 122,948.80 \$59.11	\$ 126,297.60 \$60.72	\$ 130,873.60 \$62.92	\$ 135,636.80 \$65.21
DC2	\$ 103,916.80 \$49.96	\$ 113,246.94 \$54.45	\$ 115,717.98 \$55.63	\$ 118,263.90 \$56.86	\$ 120,859.74 \$58.11	\$ 123,780.06 \$59.51	\$ 125,964.80 \$60.56	\$ 129,313.60 \$62.17	\$ 133,889.60 \$64.37	\$ 138,652.80 \$66.66
DC3	\$ 107,057.60 \$51.47	\$ 116,389.74 \$55.96	\$ 118,860.78 \$57.14	\$ 121,406.70 \$58.37	\$ 124,002.54 \$59.62	\$ 126,922.86 \$61.02	\$ 129,126.40 \$62.08	\$ 132,454.40 \$63.68	\$ 137,030.40 \$65.88	\$ 141,793.60 \$68.17
DC4	\$ 110,323.20 \$53.04	\$ 119,663.34 \$57.53	\$ 122,134.38 \$58.72	\$ 124,680.30 \$59.94	\$ 127,276.14 \$61.19	\$ 130,196.46 \$62.59	\$ 132,392.00 \$63.65	\$ 135,740.80 \$65.26	\$ 140,296.00 \$67.45	\$ 145,059.20 \$69.74
DC5	\$ 113,713.60 \$54.67	\$ 123,073.74 \$59.17	\$ 125,544.78 \$60.36	\$ 128,090.70 \$61.58	\$ 130,686.54 \$62.83	\$ 133,606.86 \$64.23	\$ 135,803.20 \$65.29	\$ 139,131.20 \$66.89	\$ 143,728.00 \$69.10	\$ 148,491.20 \$71.39
DC6	\$ 117,977.60 \$56.72	\$ 127,336.14 \$61.22	\$ 129,807.18 \$62.41	\$ 132,353.10 \$63.63	\$ 134,948.94 \$64.88	\$ 137,869.26 \$66.28	\$ 140,046.40 \$67.33	\$ 143,395.20 \$68.94	\$ 147,992.00 \$71.15	\$ 152,755.20 \$73.44