

**MEMORANDUM OF AGREEMENT**  
between  
**CITY OF NIAGARA FALLS, NEW YORK**  
and  
**NIAGARA FALLS UNIFORMED FIREFIGHTERS LOCAL 714**

**WHEREAS**, the City of Niagara Falls, New York ("City") and the Niagara Falls Uniformed Firefighters, Local 714, AFL-CIO ("Union") are parties to a collective bargaining agreement covering the terms and conditions of employment for uniformed firefighters of the Fire Department of the City of Niagara Falls, effective January 1, 2014-June 30, 2026; and

**WHEREAS**, under the terms of a Memorandum of Agreement entered into by the parties on October 21, 2004, the City was required to increase the number of on-duty Fire Department members to a total of twenty-seven (27) firefighters and/or officers as of January 1, 2007; and

**WHEREAS**, under the terms of the Memorandum of Agreement entered into by the parties on November 20, 2006, the October 21, 2004 Memorandum was amended to require the City to maintain the number of on-duty Fire Department members at a total of twenty-six (26) firefighters and/or officers as of January 1, 2009; and

**WHEREAS**, under the terms of the Memorandum of Agreement entered into by the parties on October 22, 2009, the October 21, 2004 Memorandum was amended to require the City to maintain the number of on-duty Fire Department members at a total of twenty-six (26) firefighters and/or officers and once again postpone increasing the number of on-duty members to a total of twenty-seven (27) firefighters and/or officers until January 1, 2014; and

**WHEREAS**, under the terms of the Memorandum of Agreement entered into by the parties in October 20<sup>th</sup> 2013, the October 21, 2004 Memorandum was amended to require the City to maintain the number of on-duty Fire Department members at a total of twenty-six (26) firefighters and/or officers and once again postpone increasing the number of on-duty members to a total of twenty-seven (27) firefighters and/or officers until January 1, 2019; and

**WHEREAS**, the Union and the City are desirous of arriving at a mutually agreeable resolution to their issues in a manner that will ensure the health and safety of bargaining unit members ("Members").

**NOW, THEREFORE**, the City and the Union agree as follows:

1. Notwithstanding the rights and provisions contained in the previous Memorandum of Agreements listed herein, the City and the Union agree that the minimum number of on-duty bargaining unit Members shall be seventeen (17) for the time period of January 1, 2019 to December 31, 2020 and eighteen (18) for the time period of January 1, 2021 to December 31, 2024.

2. The parties further agree that should Members be dispatched or directed to perform duties outside of the City limits such that there are less than seventeen (17) Members from January 1, 2019 to December 31, 2020 on duty within the City, the City will immediately backfill with Members to bring the total strength to seventeen (17) until they return to active duty within the City. The parties further agree that should Members be dispatched or directed to perform duties outside of the City limits such that there are less than eighteen (18) Members from January 1, 2021 to December 31, 2024 on duty within the City, the City will immediately

backfill with Members to bring the total strength to eighteen (18) until they return to active duty within the City.

3. The parties further agree that when there are more than seventeen (17) Members available on any shift from January 1, 2019 to December 31, 2020 and more than eighteen (18) Members available on any shift from January 1, 2021 to December 31, 2024, the maximum personnel that shall be assigned to each apparatus will be as follows:

<u>E3</u>	<u>E4</u>	<u>T1</u>	<u>E8</u>	<u>T2</u>	<u>E7</u>	<u>E9</u>
4	4	3	4	2	2	3

4. The parties further agree that when operating at a minimum of seventeen (17) Members available on any shift from January 1, 2019 to December 31, 2020, the staffing will be as follows:

<u>E3</u>	<u>E4</u>	<u>T1</u>	<u>E8</u>	<u>T2</u>	<u>E7</u>	<u>E9</u>	<u>TOTAL</u>
3	3	2 3		2	2	2	17

5. The parties further agree that when operating at a minimum of eighteen (18) Members available on any shift from January 1, 2021 to December 31, 2024, the staffing will be as follows:

<u>E3</u>	<u>E4</u>	<u>T1</u>	<u>E8</u>	<u>T2</u>	<u>E7</u>	<u>E9</u>	<u>TOTAL</u>
3	3	3	3	2	2	2	18

6. The minimum shift staffing established by this agreement does not constitute a no-layoff clause that guarantees Members employment for the duration of this agreement.

7. The minimum staffing for the various companies and apparatus established by this agreement does not constitute a no-layoff clause that guarantees Members employment for the duration of this agreement.

8. The minimum shift staffing established by this agreement does not constitute a job security clause that guarantee Members employment for the duration of this agreement.

9. The minimum shift, company and apparatus staffing established by this agreement are being agreed to preserve the health and safety of bargaining unit Members.

10. This agreement does not mandate a total number of Members that the City must employ.

11. Whenever a shift is staffed with less than seventeen (17) Members available on any shift from January 1, 2019 to December 31, 2020 and less than eighteen (18) Members from January 1, 2021 to December 31, 2024, each of those Members that remain on the shift will receive Hazard Pay for every understaffing occurrence. An occurrence is defined as each time a shift is staffed below the staffing levels described in this agreement (i.e. if on January 2, 2019, a shift was staffed with fifteen (15) Members this would be considered two occurrences on that shift). The Hazard Pay will be in the amount equivalent of double the shift rate of pay (either a 10-hour day shift, or a 14-hour night shift rate) of a 30-year firefighter divided by the total number of firefighters that remain on the shift. This Hazard Pay will be distributed to each firefighter remaining on the shift for every occurrence of staffing levels dropping below seventeen (17) or eighteen (18), depending on the applicable time period described above. This Hazard Pay will be in addition to the Members' regular pay.

12. This agreement is not being negotiated during a period of legislatively declared financial emergency.

13. The parties are entering into this agreement voluntarily and recognize that they have equal bargaining power when reaching this agreement.

14. The parties agree to the following in an effort to reduce overtime:

(a) Between June 1, 2019 and Sept 30, 2019 and between June 1, 2020 and September 30, 2020, a Special Bank for vacations will be created and made available to all Members. This Special Bank allows Members to have the option of placing vacation week(s) they draw for the time period referenced above and placing them in the Special Bank. The Special Bank will be paid out at separation of service. Any week(s) placed in this Special Bank will not be accessible to the employee and will remain in the Special Bank until separation when the banked time will be credited to the employee's accrued time buyout. Any employee interested in utilizing the Special Bank will need to submit a Special Report to the Relief Chief no later than 48 hours prior to beginning of vacation week(s);

(b) For the years of 2019 and 2020 all "Holiday Pay" hours as it pertains to line personnel covered in subsection 11.1.1 of the CBA will be converted to "Red Compensatory" hours. These Red Compensatory hours will either be paid out at separation of service when they will be credited to the employee's accrued time buyout, or be submitted for time off as per the current Red Compensatory policy. If submitted for time off, approval will not occur prior to 48 hours before the day requested, contingent on no overtime being caused by said time off;

(c) The City acknowledges that the Exchange of Time/Work Substitution of the Members is a benefit to the City and has a positive impact on reducing overtime costs for the City. In an effort to reduce overtime, the City agrees that all Members are entitled to twenty-five (25) open and unrepaired Exchange of Time/Work

Substitutions within their rank at any given time. The City also agrees that there shall be no time frame for a Member to repay Exchange of Time/Work Substitution. However, all Members must repay any and all time owed to other members prior to their separation from service or promotion/demotion. All other provisions of the current Order/Directive not otherwise modified by this agreement shall remain in full force and effect. The provisions of this paragraph shall become effective immediately upon execution of this agreement and shall continue past the expiration of this Agreement;

(d) Retirement Buyout: Retirement buyouts are currently composed of any unused banked vacation weeks, unused banked sick days, unused banked Red Comp hours and for eligible members an Impact Settlement award; these components are currently paid out in one lump sum after retirement. In the City's interest of budgeting and having more manageable payouts, the buyouts will be made available to be paid in the following optional manner or in the current lump sum manner at the discretion of the member: (36) months prior to retirement any member eligible for Impact awards and/or Red Comp buyout hours will receive these monies; (24) months prior to retirement the member will sell all unused vacation; (12) months prior to retirement the member will sell all but twenty (20) unused sick days. While this will be the bulk of the buyout, there still could be a small amount that a member continues to accrue in all categories right through retirement as is the normal practice. This remainder buyout would be paid after retirement. Section 341(j) of the Retirement and Social Security Law provides Members with an optional sick

leave benefit permitting Members to receive service credit for all unused sick leave at retirement. This benefit is currently extended to the Members at their option. The City shall provide the Member, and the State Retirement System if necessary, documentation showing the entire balance of accumulated sick time that has been sold pursuant to this agreement and the Collective Bargaining Agreement regardless of when the sick time buyout occurred. The City shall also provide the Member, and the State Retirement System if necessary, documentation showing the entire balance of accumulated sick time that has not been sold pursuant to this agreement and the Collective Bargaining Agreement. Nothing in this agreement shall be deemed to limit an individual Member's ability to receive full service credit for unused sick time if the buyout is received during the course of the employment and/or after separation. The provisions of this paragraph shall become effective immediately upon execution of this agreement and shall continue past the expiration of this Agreement; and (e) for the years 2019 and 2020, the City shall convert four (4) of the Member's "Blue Compensatory" days to "Red Compensatory" days. These Red Compensatory days will either be paid out at separation of service and they will be credited to the employee's accrued time buyout, or be submitted for time off as per the current Red Compensatory policy. If submitted for time off, approval will not occur prior to 48 hours before the day requested, contingent on no overtime being caused by said time off. The remaining ten (10) Blue Compensatory days shall be drawn or banked pursuant to the current vacation/compensatory draw policy. Any Blue Compensatory days banked shall be paid to the Member annually

in November of that respective year pursuant to the Collective Bargaining Agreement.

15. The City also acknowledges that the uninterrupted and efficient management of the Fire Department is necessary to minimize expenses and overtime. The City agrees to enter into a separate Memorandum of Agreement with the Union to provide for the timely hiring of a Fire Chief in the event that position becomes vacant.

16. The Members are entitled to draw vacation up to four slots per shift. After the annual vacation draw has concluded, any open vacation slots allotted to this bargaining unit shall remain available to the Members to draw throughout the year. After the vacation draw has concluded, open vacation slots may be requested to be used by the Members at any time, and shall be awarded on a first come first served basis. Members interested in the slot will submit a Special Report to a Battalion Chief and the request shall be approved or disapproved at least fourteen (14) days prior to the start of the time off. The City shall grant the Members' use of the slot if it does not cause overtime. Once the request is approved, the City shall not rescind the use of the requested slot for any reason unless the Member requests to cancel this request. This provision shall not apply to Members that do not draw in the annual vacation draw (i.e. office staff, fire investigators, and life safety educator). The provisions of this paragraph shall remain in effect and continue independently past the expiration of this Agreement until such time that the parties agree to modify or terminate this provision.

17. The City agrees that it will maintain safe staffing of the Fire Department which includes the uninterrupted operation of five engine companies, two truck companies, and a Battalion Chief per shift. During the period of time set forth above, the City shall not remove



from service any departmental equipment presently in service as of the date of execution of this Memorandum of Agreement.

18. This Agreement will be in effect from January 1, 2019 through December 31, 2024. The Memorandum of Agreement currently in effect that requires twenty-six (26) firefighters and/or officers will remain in effect until its expiration on December 31, 2018 at which point it will be replaced by this Memorandum of Agreement. The parties agree to meet and negotiate a successor to this Memorandum of Agreement reserving all of their rights and responsibilities under the Taylor Law, as was done with the previous Agreements mentioned above.

19. This Memorandum of Agreement shall have no precedential value and shall not be construed in any way to alter or impair the rights under the collective bargaining agreement or any other agreements between the parties currently in effect. Furthermore, all other terms and conditions of the parties' October 21, 2004 Memorandum of Agreement shall remain in full force and effect.

20. Should any term or provision of the contract be in conflict with any State or Federal Statute or other applicable law or regulation binding upon the Union or City, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this contract will continue in full force and effect.

21. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall

not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

22. This Memorandum of Agreement may be enforced through the grievance procedures as set forth in the parties' current collective bargaining, effective January 1, 2014 through June 30, 2026.

Dated: October 31, 2018

CITY OF NIAGARA FALLS, NEW YORK

NIAGARA FALLS UNIFORMED FIREFIGHTERS,  
LOCAL 714

By: \_\_\_\_\_  
Paul Dyster, Mayor

By: \_\_\_\_\_  
Risky Sanabria, President

By: \_\_\_\_\_  
Nicholas Melson, City Administrator