

**AMENDMENT TO THE
MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF NIAGARA FALLS, NEW YORK
AND THE
NIAGARA FALLS FIRE OFFICERS LOCAL 3359**

WHEREAS, the City of Niagara Falls, New York (“City”) and the Niagara Falls Fire Officers, Local 3359, AFL-CIO (“Union”) are parties to a collective bargaining agreement covering the terms and conditions of employment for fire officers of the Fire Department of the City of Niagara Falls, effective January 1, 2014 through December 31, 2024; and

WHEREAS, the Union and the City entered into a written Memorandum of Agreement between the City and the Union dated October 31, 2018 (hereinafter the “Memorandum”); and

WHEREAS, the Memorandum provides a series of financial concession from the Union to the City and sets forth various safety measures for the bargaining unit members (hereinafter “Members”); and

WHEREAS, the Memorandum permits the City to pay Members of the Union their retirement buyout in installments for three years prior to their retirement instead of one lump sum after retirement; and

WHEREAS, the Union and City desire to amend the Memorandum through this agreement (hereinafter the “Amendment”);

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

1. Retirement buyouts are currently composed of any unused banked vacation weeks, “Red Compensatory” days, unused banked sick days and, for eligible Members, an Impact Award payout. 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 City and the Union agree that the buyout payments options shall be the following:

- (a) Thirty-six (36) months prior to retirement, the member will sell all unused vacation time. The City shall document the payment of the unused vacation time in the member's third year prior to retirement. Twenty-four (24) months prior to retirement, the member will sell all unused sick days with the exception of twenty (20) sick days. The City shall document the payment of the unused sick days in the member's second year prior to retirement. Twelve (12) months prior to retirement, the member will receive any Impact Award payouts and/or Red Comp buyout hours. The City shall document the payment of the Impact Award as bi-weekly salary in the member's final year of salary. The City shall apportion the Red Comp hours earned to the respective year that they were earned in.
- (b) Impact Award payments shall be capped at the respective hourly rate as of the date that the member declares his or her intention to retire. The member shall waive any future raises and longevity increases for the Impact Award payments only from the date of his or her declaration to retire through the actual date of retirement.
- (c) The member shall continue to accrue all time and benefits during the time from the date of his or her declaration to retire through the actual date of retirement. The balance of all remaining accumulated and unused time shall be paid to the member upon retirement as is normal practice. 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 the Amendment 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 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.

2. The Member may, as an alternative to paragraph 1, elect to receive the entire balance of his/her accrued time within a reasonable period of time after his/her retirement pursuant to the Memorandum.

3. This Amendment will take effect immediately upon execution by the authorized parties. The provisions herein will remain in effect until a new agreement is reached either modifying or changing those provisions.

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

5. This Amendment shall have no precedential value and shall not be construed in any way to alter or impair either party's rights under the collective bargaining agreement, the Memorandum or any other agreements between the parties currently in effect, except as to what is agreed to herein.

6. Should any term or provision of the Amendment 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.

7. 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 Amendment, or the waiver by any party of any breach of this Amendment, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

8. This Amendment shall be enforced through the grievance procedures as set forth in the parties' current collective bargaining agreement, effective January 1, 2014 through December 31, 2024. As to those matters that continue to remain in effect after this Amendment, disputes as to those matters may be enforced under the parties' current collective bargaining agreement, effective January 1, 2014 through December 31, 2024, and any successor collective bargaining agreements, as applicable.

9. Any provision of the Memorandum not modified or altered herein shall remain in full force and effect.

Dated: November __, 2019

CITY OF NIAGARA FALLS, NEW YORK

NIAGARA FALLS FIRE OFFICERS,
LOCAL 3359

By: _____
Paul Dyster, Mayor

By: _____
Jason J. Cafarella, President

By: _____
Nicholas Melson, City Administrator