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Contract Database Metadata Elements

Title: Niagara Falls, City of and Niagara Falls Police Captains and Lieutenants Association (2004) (MOA)

Employer Name: Niagara Falls, City of

Union: Niagara Falls Police Captains and Lieutenants Association

Effective Date: 01/01/04

Expiration Date: 12/31/07

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MEMORANDUM OF AGREEMENT
between
CITY OF NIAGARA FALLS, NEW YORK
and
NIAGARA FALLS POLICE CAPTAINS AND LIEUTENANTS ASSOCIATION

The following terms refer solely to the position of Senior Communications Technician, a position which is represented by the Police Captains and Lieutenants Association but is not subject to compulsory interest arbitration:

1. **Term** (Section 12.07): Four (4) year contract: 01/01/04 through 12/31/07.

2. **Wages** (Section 6.0): 2004 - 0%, 2005 - 0%, 2006 - 3%, 2007 - 3%, and; a $2000.00 lump sum payment made to affected employees, which payment will constitute a salary adjustment January 1, 2007, after the aforementioned 3% salary increase has been calculated.

3. **Random Drug Testing** (New): All employees will submit to random drug testing according to the attached procedure.

Dated: May 13, 2008

Paul A. Dyster
Mayor, City of Niagara Falls

William Thomson
President, PCLA

RECEIVED
JUL 24 2008
NYS PUBLIC EMPLOYMENT RELATIONS BOARD

RECEIVED
JUN 11 2008
HUMAN RESOURCE DEPT.
MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF NIAGARA FALLS, NEW YORK
AND
NIAGARA FALLS POLICE CAPTAINS AND LIEUTENANTS ASSOCIATION


2. SALARY INCREASE:  
   - 2000 - 0 %
   - 2001 - 0 %
   - 2002 - 3 %
   - 2003 - 3 %

3. LONGEVITY INCREMENTS: Amended according to the attached tables.

4. ADD SECTION TO CONTRACT TO READ AS FOLLOWS:

   SECTION 5.12 - CAPTAINS ASSIGNMENTS

   A captain shall supervise each of the following divisions. One captain will be assigned to each of the following divisions.

   Patrol Division: One captain assigned to each shift as follows: A shift, B shift and C shift, and a captain assigned for Patrol Division relief to be called the Relief Captain.

   Traffic Division: One captain assigned to the traffic division.

   Criminal Investigations Division: One captain assigned to the Criminal Investigations Division.

   Narcotics Investigation Division: One captain assigned to the Narcotics Investigation Division.

   Youth Aid / Community Services Division: One captain assigned to the Youth Aid / Community Services Division.

   Administrative Division: One captain assigned to the Administrative Division.
5. CHANGE SECTION 5.02 TO READ AS FOLLOWS:

SECTION 5.02 - WORK WEEK

Those supervisory officers being of the rank of lieutenant covered by this agreement who are assigned to the Patrol Division shall work a 4/2-work week. That is, each lieutenant so assigned shall be assigned to work four (4) days, followed by two (2) days off and the cycle shall be repeated. The Patrol Division shall include the Roving Anti-Crime Unit.

The A shift shall work from 0645 to 1445 hours.
The B shift shall work from 1445 to 2245 hours.
The C shift shall work from 2245 to 0645 hours.
The Roving Anti-Crime Unit shall work from 2000 to 0400 hrs. unless otherwise directed by the Superintendent of Police.

Those supervisory officers being the rank of captain covered by this agreement who are assigned to the patrol division shall work a 5/2-work week. That is each captain shall work Monday through Friday with days off being Saturday and Sunday. Patrol Captains will be provided with equalization days as in Section 5.08 of contract.

Weekend coverage of patrol captains shall be as follows: From 2245 hours on Friday through 2245 hours on Sunday, there will be a patrol captain on call. The on call time will be rotated equally in a rotation wheel, starting by the most senior to least senior captain assigned to patrol and including the relief captain. Patrol captains will be allowed to trade on call slots to allow for personal emergencies with prior notification to the Superintendent of Police. The captain on call for the weekend will be compensated according to Section 6.09 of this contract. The on call captain shall be provided a pager by the department as well as a cellular phone. The wheel for weekend on call duty will be established prior to January for the entire year and copies distributed to all patrol captains by January 1st of each year.

Non patrol captains shall work Monday through Friday with days off being Saturday and Sunday.

The Superintendent shall determine the number of supervising Lieutenants assigned to each shift, and the number of teams assigned to each shift. If shifts need to be readjusted to arrive at acceptable manning levels, the Superintendent of Police retains the right to transfer supervising lieutenants to accomplish proper manning levels. If a transfer is necessary, the least senior supervisory officer will be transferred. All other supervisory officers shall work eight (8) hours per day and their workweek shall consist of an average of forty (40) hours per week, subject to the provisions herein contained.
6. CHANGE SECTION 5.03 TO READ AS FOLLOWS:

Each supervisor assigned to the A, B or C shifts as well as the Relief Captain may bid for a shift choice, based upon in grade seniority. The only exception to this section will be those supervisory officers who are granted military leaves of absence. If there is an uneven distribution of military leave personnel through the normal seniority process, the Superintendent of Police retains the right to establish even distribution based upon seniority. Seniority shall be determined based upon the date of appointment to the supervisory officers current rank while assigned to the Niagara Falls Police Department.

Bidding for A, B or C shifts and the Relief Captains position shall be made during November each year. Assignments will be posted in the first week of December of that year for the assignments to be effective in January of the New Year. Bids will be in writing, on a form provided and distributed by the department. When the bids are picked, there will be two association members present who will be assigned by the Association President to oversee the process. All bid forms will be signed off by both a union representative and the Superintendent of Police or his designee.

Each year when the bid forms are distributed, each supervisor not assigned to the A, B or C shifts or as the Relief Captain, shall also be given a bid form. In the event that any of the non patrol supervisors wish to leave their assignments as non-patrol supervisors, they will be allowed to fill out the bid form and will then be included in the bidding process for the Patrol A, B and C shifts or as the Relief Captain, when holding the rank of Captain. Bid forms will be distributed the first week in November with no exceptions and shall be returnable by November 20th of each year.

After shift assignment, supervisory officers will not be allowed to indiscriminately change shifts. However, if there is a voluntary request for a change between supervisory officers within the patrol division, the same will be accommodated if all seniority requirements are taken into consideration concerning the patrol division as a whole.

7. ADD SECTION TO READ AS FOLLOWS:

SECTION 5.13 - RELIEF CAPTAIN

There shall be one Relief Captain. The Relief Captain shall be considered a Patrol Captain and will relieve captains on the A, B and C shifts when they are absent for two or more days.

When not in relief, the Relief Captain will be assigned to the day shift and under the direct order of the Superintendent of Police.

The Relief Captain shall not be required to work "quick returns" and shall have at least sixteen hours off between shifts.
A captain working overtime will fill absences on the A, B and C shifts not filled by the Relief Captain. The overtime slot shall be filled as follows:

The overtime will be rotated equally, in a rotating wheel starting with the senior most patrol captain and then going through the patrol captains and Relief Captain to least senior in a continuous wheel. If no patrol captain accepts the overtime assignment, the slot will be offered by seniority to captain assigned outside of patrol, with seniority preference on an equitable rotational basis, in a rotating wheel as described above. The rotating wheels for patrol and non-patrol captains shall be maintained separately.

Overtime records for patrol lieutenant replacements shall be kept in the manner described for captains.

The overtime rotation records will continue to be kept by the association.

8. CHANGE SECTION 5.06 TO READ AS FOLLOWS:

SECTION 5.06 - PATROL LIEUTENANTS TIME OFF:

Since there will always be one patrol lieutenant scheduled off on his regular days off on every shift, it is imperative that only one other supervisory officer be scheduled off. Scheduled time off shall be vacations, holidays, and military leave. The only exception to the one-officer requirement will be when a lieutenant requests a personal day; a unit commander may then allow an additional lieutenant off.

9. CHANGE SECTION 5.09 TO READ AS FOLLOWS:

SECTION 5.09 - SHIFT AND PAGER COMPENSATION

The city will compensate each supervisory officer two- (2) hour's pay per pay period, not to exceed fifty-two (52) hours per year.

Non patrol supervisors may be required to carry a pager upon the direction of the superintendent of police.

10. AMEND SECTION 9.02, SUBSECTION 9.02.06 TO READ AS FOLLOWS:

SUB-SECTION 9.02.06

After fifteen years or seven hundred eighty (780) weeks of service, vacation earned shall be five (5) workweeks based on previous year's service.
11. ADD SECTION TO READ AS FOLLOWS:

SECTION 6.16 - HOURLY RATE

The hourly rate will be calculated using the 4/2-shift hour schedule, or one thousand nine hundred and forty-four (1944) hours. The rate change shall be effective July 1, 2001.

12. AMEND SECTION 6.04 TO READ AS FOLLOWS:

SECTION 6.04 - OVERTIME

Except as otherwise provided herein, overtime pay, at the rate of time and one half, shall be paid for all hours worked in excess of the normal work schedule.

Each officer will be paid at the straight time rate for the first eight hours of work each day, and shall be paid at the rate of overtime for overtime work which exceeds one half hour. If overtime work exceeds one half hour, overtime compensation will be paid for all work in excess of eight hours, in half hour increments.

Each supervisor will be allowed to choose either pay or compensatory time off, earned at the overtime rate. No supervisor shall be asked prior to the overtime being offered if said supervisor will choose pay or compensatory time off for the overtime assignment. No practices shall be established to encourage or promote bargaining unit members to choose to take compensatory time off rather than overtime pay. The city shall post, by weekly, a current tally of all overtime earned by all members through the year. At no time will any compensatory time off be kept informally, all compensatory time off will be earned and recorded through the use of the standard overtime form commonly known as “green sheets” and forwarded to the personnel division in a timely manner. The city will provide upon request of the association a copy of all overtime records or any other record kept or used to record overtime or compensatory time, at no charge to the association.

13. ADD SECTION TO READ AS FOLLOWS:

SECTION 6.09.01 - AT HOME CALLS

Off duty Supervisors who are called at home by the Desk Lieutenant or a supervising officer for duty related business, which does not require a return to work but entails the involvement of the supervisor being called, shall be compensated two hours of straight time pay. In the event of a callback on the matter in question, no additional compensation shall take place until two hours after the time of initial call has passed.
14. **AMEND SECTION 6.12 TO READ AS FOLLOWS:**

**SECTION 6.12 - UNIFORM ALLOWANCE**

A uniform allowance will be paid, on or before the last pay date in February, in the amount of $700.00, to those officers assigned to the uniform division.

In order to be entitled to full uniform allowance as provided in this section, an officer must have worked full twelve months in the prior calendar year. Those employees who have not been actively at work for the preceding twelve month period will receive a pro-rated portion at the rate of 1/12 for each month worked.

15. **ADD A SECTION TO READ AS FOLLOWS:**

**SECTION 5.14 - EXCHANGE OF WORK DAYS**

A lieutenant shall be permitted to exchange or swap days off with other lieutenants assigned to the same shift or unit, with the approval of the shift or unit commander. Such approval shall not be unreasonably withheld. Further, this exchange or swap shall not result in overtime, additional time off or any additional compensation.

16. **ADD A SECTION TO READ AS FOLLOWS:**

**SECTION 5.15 - JURY DUTY**

Each bargaining unit member, called to jury duty, will be excused from work with pay during the term of jury duty. The bargaining unit member who reports for jury duty shall not be required to report to work for the eight (8) hours prior to the beginning of jury duty and for the eight (8) hours after the jury duty service.

17. **ADD A SUBSECTION TO SECTION 10.02 TO READ AS FOLLOWS:**

**SUBSECTION 10.02.1**

If a retired officer resides beyond the area in which his health insurance provides coverage, the retiree has the option of continuance of the health insurance provided or the retiree may elect to obtain other health insurance in which event the City will pay, annually, a sum equal to the amount it would have paid had the retiree continued in the plan provided by the City. Any additional premium will be the responsibility of the retiree.
18. ADD A SUBSECTION TO SECTION 10.05 TO READ AS FOLLOWS:

**SUBSECTION 10.05.1 - HEALTH INSURANCE FOR SPOUSE AND DEPENDENT CHILDREN**

Upon the death of a bargaining unit member in the line of duty, the City will continue to provide health care insurance covering the spouse and dependent children of the decedent, until such time as the spouse dies or remarries and until such time as the dependent children are emancipated.

19. The Niagara Falls Police Captains & Lieutenants Association agrees to continue to negotiate in good faith with the City, to arrive at a mutually agreeable Drug Testing Policy for bargaining unit members. Said negotiations will conclude by December 31, 2003.

20. The association and the City agree to meet without unnecessary delay to re-write and update the contact between the association and the City to include this agreement and any applicable arbitration awards. The City will provide copies of the re-written and updated contract to all members of the bargaining unit.

21. ADD A SECTION TO READ AS FOLLOWS:

**SECTION 5.16 - PATROL SHIFT SUPERVISION**

In order to provide required patrol division supervision, there shall be a street lieutenant and a desk lieutenant assigned to duty on all shifts. When a captain is off on a regular day off, there shall be a desk lieutenant and two street lieutenants working on the B and C shifts.

22. ADD A SECTION TO READ AS FOLLOWS:

**SECTION 5.17 - IMPLEMENTATION OF RELIEF CAPTAIN & FILLING OF NEW CAPTAINS ASSIGNMENTS**

To insure an orderly transition of personnel in the filling of the Relief Captains assignment and the filling of the new assignments for the Captains assignments that are now unfilled as described in number four (4) above, the following process will take place.

Upon the ratification of this agreement by both parties, the City will post all non-patrol captains assignments to be filled pursuant to this agreement as well as any other captains assignment anticipated to be filled, excluding the patrol captains and the relief captains assignments. The postings shall last ten days. Any captain wishing to be considered for these assignments shall submit a transfer request in writing.
The positions shall be filled by the decision of the Superintendent of Police on the day following the last day of posting for the assignments to be effective on July 1, 2001. The Superintendent shall then post the assignments.

The remaining captains not assigned as in the above paragraph shall then be provided bidding forms for the assignments on A, B and C shifts as well as the Relief Captain. The bid sheets will be submitted within ten days of their issue. The bids will be opened on the day following the last day of posting and shall be witnessed by two members of the association. The Superintendent, immediately following the bidding process, will post results of the assignment bidding. Assignments will be effective on July 1, 2001.

23. All other terms and conditions of employment and arbitration decisions continued under the Taylor Law, not specifically altered, deleted or amended by the forgoing, shall remain in full force and affect.

Dated: May 22, 2001

CITY OF NIAGARA FALLS, New York

By: Irene J. Elia, Ph.D., Mayor

By: Al Joseph, City Administrator

NIAGARA Falls POLICE CAPTAINS & LIEUTENANTS ASSOCIATION

By: John G. Solty, President
# Wage Schedule F

CITY OF NIAGARA FALLS, NEW YORK
POLICE CAPTAINS & LIEUTENANTS

CALCULATED W/ 3% INCREASE 1/02 AND 1/03 PLUS LONGEVITY INCREASE EACH YEAR

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Sr Communications Tech (8250)

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Police Lieutenant (8650)*

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Police Lieutenant (8652)*

* NOTE: Desk Lieutenants receive premium pay of 10% of base salary (Pay Code 505)
### Grade 7

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Detective Lieutenant* (8651)

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Police Captain (8670)

### Grade 8 - With Shift

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Police Captain (8672)

### Grade 9

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Detective Captain* (8671)

*NOTE: $750.00 allowance per year for Detective Lieutenants & Detect.
Sr. Communication Technicians - Tentative Agreement
May 12th, 1999


2. Wages:
   a. 1997 $1000 not on base salary.
   b. 1998 1.5% Effective 6/1/98
   c. 1999 3% Effective January 1, 1999.

3. Vacation Cash Conversion- sell 2 weeks provided employee takes 2 weeks. Attachment.


5. Sr. Communication Technicians are not entitled to 207c. Rather they are only entitled to the statutory provisions of the New York State Worker's Compensation Law.

6. Direct Deposit is mandatory.

This tentative agreement is subject to the approval of the Mayor, City Council and ratification of the union.

City of Niagara Falls, New York

Mayor James C. Galic
Date 6/1/99

Captains and Lieutenants Association

John G. Sollys
Negotiation Chairman
Date 9/9/99

Anthony Restaino
City Administrator
Date 9/10/99

Christopher Mazur
Assistant Corporation Counsel
Date 9/20/99
CITY OF NIAGARA FALLS HEALTH CARE PLAN

EMPLOYEE INCENTIVE

In an effort to reduce the cost of health care and share the savings with City employees the following program is being offered:

The current Blue Cross/Blue Shield Traditional Plan will no longer be offered. The current rate of $630.00 per month per family plan and $280.00 per month single plan will be used as the maximum premium base which the City will pay at 100%.

Employees will have the option of the following Health Plans:
1. City Sponsored Traditional Plan
2. City Sponsored PPO (HMO) without referral requirement.
3. Choice Care Plan
4. Independent Health Gold
5. Community Blue Option 1

A. Employees who elect either the City Sponsored Traditional Plan, City Sponsored PPO (HMO) Plan or Choice Care Plan will receive an incentive in the amount of One Thousand Dollars ($1000.00) payable in a lump sum December 15th of each year. This incentive will be prorated for 1999 only. This incentive will be reoccurring annually until the expiration the duration of the Agreement provided the employee remains a member in one of these health care plans.
Employees who select Blue Cross Blue Shield Traditional or alternative plan are not eligible for the incentive.

B. For Employees who select Independent Health Gold (Encompass A) Plan or Community Blue Option 1, the incentive for this selection will be $750 per year prorated in 1999 only.

1. The premium base for these plans have been set at $370 per month Family Plan and $130 per month Individual Plan. For each increase in premium of $25 above the base, the
incentive of $750 will be reduced in $25 increments. When
the incentive is depleted the employee will be
responsible for the increases through payroll deductions.

C. Buy-Out- Employees who have coverage through their
spouse and cancel health care coverage with the City will
be eligible for a One Thousand Five Hundred Dollars
($1500) incentive payable December 15th of each year. For
the Year 1999 the incentive will be Pro-Rated.

1. This provision does not apply to spouses who are both
employed by the City.

2. In the event an employee requests a return to one of
the City Health Care Plans during the calendar year the
full month(s) in which the employee was not participating
will be charged against the incentive payable December
15th for that year. There will be no compounding of the
Health Care Incentive and the Buy Out Incentive.

3. The window period for health care option selection will
be during the month of August for the following year.

D. New Employees will not be eligible for the Traditional
or the Alternative Blue Cross/Blue Shield Plan.

1. New Employees are defined as individuals who are
hired after the signing date of this Agreement.
Excluded in this definition are all former employees
who are either on lay-off status and recalled from
lay-off or civil Service preferred list, provided, they
have not exercised their right of refusal or the
recall/preferred list has not expired, they quit or
terminated their employment regardless of the
reason.

A) For new employees hired on or after 5/8/98:

(1).For the first six (6) months of
employment, he/she will be required to
pay 25% of the monthly health insurance
premium. No contribution shall be
required after the completion of six
months of employment.
(2) The current Blue Cross/Blue Shield Traditional Plan and the Traditional Alternative Plan will not be available.

(3) Available health insurance options are:

A) The City sponsored Traditional Plan
B) The City sponsored PPO (HMO) Plan
C) Choice Care Plan
D) Independent Health Gold Plan
E) Community Blue Option I Plan

B) For employees hired before 5/8/98:

(1) May elect to remain in the current Blue Cross/Blue Shield Traditional Plan but will be required to pay 15% of the monthly insurance premium.

E. Any premium cost the employee is responsible for will be deducted bi-weekly through payroll deductions commencing with the first pay.

F. New Employees as defined above shall not be eligible to receive the incentive.

G. This incentive program will terminate at the expiration date of this Agreement.

H. The city's Sponsored Traditional Health Care Plan will feature the following benefits:

Hospital 42/43
Medical 60/61
Medical Deductible $ 50
Prescription Drug Rider $.1.00 Generic; $5 Brand Name;
No Co-Pay for Maintenance Drugs
Dependent Children to Age 23
Psychiatric Care
Ambulatory Care
Chiropractic Maximum $500.00
Pre Care Plus
Out of Area Benefits
Annual Routine Physical $10 Co-Pay

I. Current employee(s) who elect to participate in the Blue Cross Blue Shield Traditional Alternative Plan may do so during the month of August.
The Plan will provide the following coverage:

Blue Cross Hospital 42/43
Blue Cross Medical 60/61
Major Medical $100 Deductible
Prescription $5 Co-Pay
Rider 8 Dependents to Age 23
Rider 22 Ambulatory Care
Rider 45 Cosmetic Surgery
Rider 46 Pre-Care Plus
Rider 48 Out-of-Area Benefit

Riders which have either been eliminated or reduced from the Blue Cross Blue Shield Traditional Alternative Plan are:

Major Medical from $50 to $100; reduced
Prescription Co-pay from $3 to $5 reduced
Chiropractic eliminated
Psychiatric Care eliminated.

The premium cost for this alternative Blue Cross Blue Shield Plan is $607 per month family and $307 per month individual Plans.

The City will pay 100% of the premium to a maximum of $630 per month family and 280 per month individual. The employee will be responsible for the increase in premiums above these caps at 100%.

Example:
$570/month City pays 100%
$630/month City pays 100%
$680/month City pays 100% up to $630 the employee is responsible for the difference in this case $50 out of pocket through payroll deduction.

(1). There will be a special window for employees who select Blue Cross Blue Shield Traditional Alternative Plan. This window will be opened for a period of thirty (30) days from the date the City receives notification of the rate increase from Blue Cross Blue Shield.

At the close of this window, employee (s) who remain in the Blue Cross Blue Shield Traditional Alternative Plan will do so until the next August window. There will be no exceptions.

REOPENER:

In an effort to continually monitor the cost and the benefit levels of health care during the term of the Agreement, either party may serve the other with thirty
(30) days written notice for the sole purpose of reopening the contract for further negotiations limited to health care. During such negotiations, all Articles covering health care benefits shall remain in effect until new terms are mutually agreed upon. If the parties cannot agree, the issue may be submitted to an independent mediator chosen by the parties in an attempt to reach a resolution.
VACATION CASH CONVERSION

Effective 1999, employees may covert accrued vacation leave into cash payment at each individual employee's per diem rate in effect at the time of the conversion. Employees who request vacation cash conversion must do so during the month of August of the preceding year. (i.e Aug. 99 for July 2000 payment).

The maximum number of vacation weeks which may be converted into cash is two (2) weeks provided the employee uses the same number of vacation weeks for which they are requesting conversion.

Vacation Cash conversion will be payable during the month of July.

If an employee converts vacation time into cash and does not take the equal number of week(s) off, they will not be able to carryover those weeks into the next year.
1994 – 1996
COLLECTIVE BARGAINING AGREEMENT
-betweem-
THE CITY OF NIAGARA FALLS
-and-
THE CAPTAINS AND LIEUTENANTS ASSOCIATION
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**ATTACHMENTS**

Attachment 1: Wage Schedule "F" - City of Niagara Falls Pay Plan  
Effective: January 1, 1994 - December 31, 1994

Attachment 2: Wage Schedule "F" - City of Niagara Falls Pay Plan  
Effective: January 1, 1995 - December 31, 1995

Attachment 3: Wage Schedule "F" - City of Niagara Falls Pay Plan  
Effective: January 1, 1995 - December 31, 1996
THIS AGREEMENT is effective the 1st day of January, 1994, between the City of Niagara Falls, New York (hereinafter referred to as the "CITY") and the Captains and Lieutenants Association (hereinafter referred to as the "ASSOCIATION").

WITNESSETH

WHEREAS, the Association has been designated and selected by a majority of the employees in the unit hereinafter described as their exclusive representative for the purpose of collective negotiations and the settlement of grievances, and

WHEREAS, the unit consists of all persons employed by the City of Niagara Falls Police Department as Uniformed Police Officers in a supervisory capacity, specifically including Lieutenants, Captains, Senior Communications Technicians and specifically excluding however, the following members: The Superintendent of Police, all Deputy Superintendents of Police, Police Inspector and all Civil Defense Police Officers. And

WHEREAS, it is the desire of both parties to this Agreement to negotiate collectively with regards to terms and conditions of employment in order to avert disputes and secure harmonious cooperation within the limits of the laws of the State of New York.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1.00 - CAPTAINS AND LIEUTENANTS ASSOCIATION

SECTION 1.01 - RECOGNITION

The City recognizes the Association as the sole and exclusive representative and collective bargaining agent for all personnel defined, who are hereinafter referred to individually as "supervisory officer" or collectively as "supervisory officers," or otherwise described.

Employees covered by this agreement include all persons employed by the Niagara Falls Police Department as Uniformed Police Officers in a supervisory capacity specifically including Lieutenants, Captains, Senior Communications Technicians and specifically excluding however, the following members: The Superintendent of Police, all Deputy Superintendents of Police, Police Inspector and all Civil Defense Police Officers.

SECTION 1.02 - REPRESENTATION

The City recognizes the Association as the sole and exclusive representative and collective bargaining agent for the personnel defined herein, for the purpose of collective negotiations with the City concerning terms and conditions of employment and with respect to the administration of grievances, within the limitations of the laws of the State of New York.

ARTICLE 2.00 - CITY OF NIAGARA FALLS

SECTION 2.01 - MANAGEMENT RIGHTS

The City and the Association hereby recognize and mutually agree that the management of the City, the control of its property and the maintenance of order and efficiency is the sole responsibility of the employer, the City of Niagara Falls,
New York. Accordingly, except as specifically abridged, delegated, granted or
modified by this agreement or any Supplementary Agreements that may hereafter be
made, all the rights, powers and authority that the City had prior to the signing of
this Agreement are retained by the City and remain exclusively and without
limitations within the rights of the City including, but not limited to, the
following rights:

The right to operate and manage its affairs in all respects in accordance with
its responsibilities and powers of authority as set forth in the City Charter, the
Home Rule Act and all other applicable law or laws of the State of New York.

The right to manage the officers and departments; direct the work forces and
to hire, promote, transfer, demote, lay off, suspend discharge or discipline
employees; the right to discontinue work or programs, activities or services.

The City's right to schedule overtime work as required in a manner most
advantageous to the City and consistent with overtime provisions of this Agreement.

The right to determine schedules of work and to establish the method and
process by which work is performed provided they do not conflict with the terms of
this Agreement.

ARTICLE 3.00 ASSOCIATION RIGHTS

SECTION 3.01 EXCLUSIVE REPRESENTATION

The Association has the exclusive right to represent all supervisory officers,
as defined in this Agreement, in negotiations and in processing of grievances. This
representation shall not be subject to challenge until seven months prior to the
expiration of the Agreement.

SECTION 3.02 DUES DEDUCTION AND AGENCY SHOP

The City will deduct, from the wages of each supervisory officer covered by
this Agreement, agency dues in sums as determined by the Association and shall remit
sums to the Association.

In accordance with those provisions of the laws of the State of New York
pertaining to agency shop, the City will deduct from the wage or salary of any
employee, represented by the Association, who is not a member of the Association, a
sum of money equivalent to the dues levied by the Association, and such sums shall
be remitted to the Association.

The Association has established and will maintain a procedure providing for
the refund of any non-member officer demanding the return of any part of such agency
fee deduction which represents the officer's pro-rata share of the expenditures by
the Association in aid of activities or causes of a political or ideological nature,
only incidentally related to terms and conditions of employment. If such procedure
is abolished then agency shop fee deductions shall no longer be made.

SECTION 3.03 BULLETIN BOARDS

The City will provide adequate space in conspicuous locations on the ground
floor of the Public Safety Building for the purpose of posting Association notices.
The bulletin boards shall be provided by the Association and shall remain its
property.
SECTION 3.04 - NEGOTIATING TEAM

The City shall grant release time without loss of pay or benefits and without the requirement to make up said loss of time due to not more than five (5) members of the Bargaining Unit including the President, to serve as members of the Negotiating Committee. The names of the five (5) members shall be furnished to the City Administrator.

SECTION 3.05 - STEWARDS

It is understood and agreed that the Association shall be entitled to three (3) stewards. The stewards shall be allowed a maximum of three (3) hours per week during their normal working hours to perform their duties as stewards. The steward shall first receive permission from the appropriate supervisor for the necessary time off to perform their union duties. In the event that additional time is required it may be authorized by the department head at his discretion.

SECTION 3.06 - PRESIDENT

The President of the Association or his designee shall be afforded reasonable time off which is required to conduct proper business. Such time will be reported in writing to the Superintendent of Police on the daily activity report.

SECTION 3.07 - PERSONNEL ACTION SHEETS

The City will provide copies of all personnel action sheets which concern employees governed by this Agreement, to the President of the Association.

SECTION 3.08 - NO RANK REDUCTION

The City agrees that there will be no reduction in rank for members of the Association, other than for cause, for the duration of this Agreement. The Association agrees that the City, in its discretion, may reduce the number of employees represented by the Association by attrition.

ARTICLE 4.00 - WORK RULES AND PROCEDURES

SECTION 4.01 - ABIDE BY WORK RULES

The parties hereto mutually agree to abide by the work rules and procedures heretofore adopted by the City of Niagara Falls, New York, and entitled the "Rules and Regulations, Department of Public Safety, Police Division, City of Niagara Falls, New York" which rules and regulations are incorporated herein by reference as though specifically contained herein and made a part hereof.

SECTION 4.02 - SAFETY

The City and the Association shall cooperate fully in matters of safety, health and sanitation affecting the employees.

SECTION 4.03 - PROTECTIVE EQUIPMENT

The City shall furnish all members of the bargaining unit with such protective equipment as necessitated and determined by the Superintendent of Police to maintain a higher ideal of safety standards established in recognized and applicable safety regulations and procedures.

SECTION 4.04 - POSTINGS

The City will post on Department bulletin boards and advise the Association in writing, at least thirty (30) days prior to filling a vacancy or a newly created job opening in a non-competitive position, so that each member desirous of submitting an
application for the position has an opportunity to do so. Examples of non-competitive positions concerning Association members are:

- Deputy Superintendent
- Assistant Superintendent
- Detective Captain
- Detective Lieutenant
- C.I.U. Captain
- C.I.U. Lieutenant
- Community Services Supervisor
- J.A.B. Lieutenant
- Traffic Supervisor

The Superintendent of Police may make a temporary appointment and the final decision for appointment is that of the Superintendent of Police.

SECTION 4.05 - EMPLOYEE'S RIGHTS

Supervisory police officers, as public officers, exercise a portion of the police power of the City. The security of the community depends, to a great extent, upon the manner in which supervisory officers perform their duty. This employment is in the nature of a public trust.

The powers and duties of the police department, and its members, involve them in contacts and relationships with the public, from which there may arise questions concerning the actions of the members of the police force. Such questions may require investigation by fellow officers. In order to insure that these investigations are conducted in a manner which is conducive to good order and discipline the following rights are recognized:

A. COMPLAINTS
All complaints and/or charges, filed against a member of the police department, must be in writing and signed by the complainant.

B. APPRAISAL OF ALLEGATIONS
Except in matters involving criminal investigation or possible criminal activity, the supervisory officer shall be informed of the nature of the investigation before any interrogation commences and shall receive a copy of the complaint. Sufficient information, to reasonably apprise the supervisory officer of the allegations, shall be provided. If the supervisory officer is being interrogated as a witness, and not as a subject, the supervisory officer shall be so informed upon initial contact.

C. CRIMINAL INVESTIGATION
If a supervisory officer is arrested or is likely to be, or if he is a subject or the target of a criminal investigation, he shall be read his rights, pursuant to current decisions of all courts of authority and of all existing law.

D. NON-CRIMINAL INVESTIGATIONS
In non-criminal matters, where infractions are of a serious nature, the supervisory officer shall be given an opportunity to obtain counsel and/or union representation, at least 24 hours before being questioned. However, supervisory officers may be questioned by superiors with respect to conduct, in the normal course of business. Association representatives may not be relieved from duty for this purpose. This protection may not be used to
unduly delay the expeditious disposition of investigations of conduct.

E. INTERROGATION
Interrogation shall be conducted at reasonable times, preferably when the supervisory officer is on duty, unless the exigencies of the investigation indicate otherwise and shall be conducted at a place designated by the Superintendent of Police, generally at police headquarters or at a location which has a reasonable relationship to the incident concerned. If interrogation of a supervisory officer is conducted during non-work time, compensatory time off shall be granted.

F. LENGTH OF INTERROGATION
The length of interrogation shall not be unreasonable and respites shall be allowed for personal necessity, meals, telephone calls and rest periods as reasonably required.

G. LIMITATIONS
A supervisory officer being interrogated must answer any question concerning conduct, as it relates to employment, except questions which violate constitutional, legal or contractual rights.

H. COERCION
A supervisory officer shall not be subjected to offensive language nor be threatened with transfer or other disciplinary action except for refusal to answer questions as defined above. This shall not prohibit an investigating officer from advising the employee of the character of the discipline which the department intends to impose or from advising the supervisory officer that refusal to answer proper questions may be the subject of additional charges. A supervisory officer's consent to disciplinary action shall not be binding less than 24 hours after having been advised of the nature of the disciplinary action or its alternative, except where there is danger to the public.

I. RECORDING OF INTERROGATION
Interrogation shall be recorded either mechanically or by a hearing reporter. There will be no "off-the-record" questions, except by mutual consent. All recesses shall be indicated in the record.

J. REVIEW OF ACTION
Disciplinary action shall be subject to review, pursuant to the grievance procedure, herein contained.

K. PERSONNEL FILE
No derogatory material, of any nature, which might reflect adversely upon the supervisory officer's character or career will be placed in the supervisory officer's personnel file, without the supervisory officer's knowledge, and an opportunity will be given for written response to any derogatory material, which response shall become a part of the personnel file. If a complaint or charge is deemed to be unfounded, all record of the same shall be expunged from the personnel file.

SECTION 4.06 - INDEMNIFICATION
The City will indemnify each supervisory officer for claims made against the officer, based upon false arrest, false imprisonment, civil rights violation and
other torts, within the indemnification coverage provided in Section 50-j of the General Municipal Law and Section 1983 et seq of the United States Code.

ARTICLE 5.00 - WORK DAY AND WORK WEEK

SECTION 5.01 - DEFINITION

The work day shall consist of eight (8) hours per day, and the work week shall consist of an average of forty (40) hours per week.

SECTION 5.02 - 4-2 WORK WEEK

Those supervisory officers covered by this Agreement who are assigned to the Patrol Division shall work a 4-2 work week. That is, each supervisory officer shall be assigned to work four (4) days, followed by two (2) days off and the cycle shall be repeated. The Patrol Division shall include Traffic and Street Crimes Unit.

The A Shift shall be from 0645 to 1445 hours.
The B Shift shall be from 1445 to 2245 hours.
The C Shift shall be from 2245 to 0645 hours.
The D Shift shall be from 2000 to 0400 hours, unless otherwise directed by the Superintendent of Police.

The Superintendent of Police shall determine the number of supervisors assigned to each shift, and the number of teams on each shift. If shifts need to be readjusted to arrive at acceptable manning levels, the Superintendent of Police retains the right to transfer supervisory officers to accomplish proper manning levels. If a transfer is necessary, the least senior supervisory officer will be transferred. All other supervisory officers shall work eight (8) hours per day and their work week shall consist of an average of forty (40) hours per week, subject to the provisions herein contained.

SECTION 5.03 - 4-2 SHIFT BIDDING

Each supervisor officer assigned to the A, B, or C Shift may bid for shift choice, based upon in grade seniority.

The only exception to this section will be those supervisory officers who are granted military leaves of absence. If there is an uneven distribution of military personnel through the normal seniority process, the Superintendent of Police retains the right to establish even distribution based upon seniority. Seniority shall be determined based upon date of appointment to the supervisory officer's current rank while assigned to the Niagara Falls Police Department.

Bidding for A, B, or C Shifts shall be made during November, each year. Assignments will be posted in the first week of December of the following year, which will be effective January 1st. Bids will be in writing.

After shift assignment, supervisory officers will not be allowed to indiscriminately change shifts. However, if there is a voluntary request for a change between supervisory officers, the same will be accommodated if all seniority requirements are taken into consideration concerning the patrol division as a whole.

SECTION 5.04 - SHIFT VACANCIES

When a vacancy occurs within the A, B, C, or D Shifts, as a result of retirement, death, promotion or transfer, notice of vacancy will be posted allowing supervisory officers an opportunity to request assignment to the vacant position. Such vacancy will be filled by seniority, with the exception of the D Shift, which
vacancy will be filled by the Superintendent of Police. Notice of vacancy will be posted five (5) days prior to filling the vacancy, during the time the Superintendent of Police may fill the vacancy on a temporary basis. It should be understood that the Superintendent of Police retains the right to first determine if the shift vacancy will be filled.

SECTION 5.05 - TRANSFERS

In the event of a transfer from a specialized unit to the A, B, or C Shift, the supervisory officer being transferred from the specialized unit will go to the shift from where his replacement came. Voluntary A, B, or C Shift transfers can be made to accommodate the transferred officer taking into account seniority requirements as a whole. If this is not possible, the transferred officer will have to wait for the yearly bidding process. In no event will the officer be allowed to bump through the A, B, and C Shifts at the time of his initial transfer.

SECTION 5.06 - TIME OFF

Since there will always be one supervisory officer scheduled off on his regular day off on every shift, it is imperative that only one other supervisory officer be scheduled off. Scheduled time off shall be vacations, holidays and Military Leave. The only exception to the one-officer requirement will be when a supervisory officer requests personal time off. A Unit Commander may allow one additional supervisory officer off.

SECTION 5.07 - LIGHT DUTY ASSIGNMENT

If a member of the bargaining unit is injured on duty and is able to perform a light duty assignment, that assignment will be determined by the Superintendent of Police. In addition, the shift worked shall be determined by the Superintendent of Police. However, the supervisory officer will continue to receive equalized time off.

SECTION 5.08 - EQUALIZATION OF TIME OFF

The Uniformed Patrol Division, which includes A, B, C and D Shifts will be the only division to go on straight non-rotating 4-2 shift. However, equalization of time off will be given to all other members of the bargaining unit. This time off will be taken at the discretion of the various Unit Commanders with direction from the Superintendent of Police. Equalized time off will not be allowed to accumulate from one contract year to another. Should a supervisory officer retire during the contract year, equalized time off will be pro-rated, and in no instance will it be converted to cash.

SECTION 5.09 - SHIFT COMPENSATION

The City will compensate each supervisory officer of the Uniformed Patrol Division who are actively working 4/2 non-rotating shift schedule in the amount of two hours pay, to be paid at the straight time hourly rate per payroll period (i.e., not to exceed fifty-two (52) hours per year).

This additional compensation will be paid so long as the 4-2 non-rotating shift schedule remains in effect.

SECTION 5.10 - ACTING PAY

When a shift captain is not working and a relief captain is not assigned to fill the vacancy, then a lieutenant from that shift will be assigned command of that
shift. Such assignments shall be done on a rotation basis from the lieutenants on that shift. The supervisory officer receiving such assignment will be paid according to the provisions of this agreement.

**SUB-SECTION 5.10.1**

If and when a Patrol Captain assigned to either the A, B, or C shifts is off for any reason, said Captain will be replaced by a Lieutenant assigned to said Captains shift or a Captain assigned to the Patrol Division assigned to one of the aforementioned shifts.

**SECTION 5.11 - NOTICE OF TRANSFERS**

Supervisory officers must be given seven (7) days notice for permanent transfers.

**ARTICLE 6.00 - COMPENSATION**

**SECTION 6.01 - BASE PAY**

The salary for straight time work to be paid to each employee covered by this Agreement during the period hereof, according to his particular classification, shall be as set forth in the Pay Plan of the City of Niagara Falls, New York, for the years of this Agreement which Pay Plan for the years 1994, 1995 and 1996 are attached hereto as Attachments 1, 2 and 3, respectively, and incorporated herein in the same manner as though specifically herein set forth. The attached schedules reflect the following: Effective January 1, 1994 there shall be no increase in the base annual salaries of bargaining unit members. Effective January 1, 1995 the base annual salaries of bargaining unit members shall be increased by an amount equal to 3% of the rate in effect on December 31, 1994. Effective January 1, 1996 the base annual salaries of bargaining unit members shall be increased by an amount equal to an additional 4% of the rate in effect on December 31, 1995.

**SECTION 6.02 - SHIFT DIFFERENTIAL**

The City agrees to pay a shift differential of $.50 per hour for second and third shifts.

**SECTION 6.03 - LONGEVITY PAY**

Each employee covered by the terms of this agreement shall be paid longevity increments as provided for in the Pay Plan of the City of Niagara Falls upon his completion of the requirements necessary to receive said increments. Longevity increments will be based upon total City seniority.

Effective January 1, 1995, the 10th year longevity step will be increased by $400, the effect of this on subsequent longevity steps will be reflected in the Pay Plan.

**SECTION 6.04 - OVERTIME**

Except as otherwise provided herein, overtime pay, at the rate of time and one-half, shall be paid for all hours worked in excess of the normal work schedule. Each officer will be paid at straight time rate for the first eight hours of work, each day, and shall be paid at the rate of overtime for overtime work which exceeds one half hour. If overtime work exceeds one half hour overtime compensation will be paid for all work in excess of eight hours, in half hour increments.
SECTION 6.05 - OVERTIME DISTRIBUTION

Overtime will be equitably distributed to supervisory personnel on a seniority basis as far as practicable. When an officer who has worked eight hours of overtime shall go to the bottom of the overtime distribution list and the next man shall be afforded the opportunity to work.

The refusal to work overtime by any member of the Bargaining Unit shall be considered the same as time worked for purposes of distribution of same unless on sick leave, personal leave, vacation or excused by the Superintendent of Police.

Under emergency situations, there shall be no excuse for not appearing for work when ordered unless the member of the Bargaining Unit is on sick leave or injured on duty status.

SECTION 6.06 - COURT PAY

When a supervisory officer is required to make a court appearance, at any time other than his regularly scheduled work hours, he shall be paid a minimum of three hours pay, at his hourly rate of pay, for each appearance within the City and four hours pay, at his hourly rate of pay, for each appearance outside the City. In the event an officer is required to appear in court in the morning and again in the afternoon, each appearance will be considered a separate court appearance with a separate maximum payment for each. Officers will not be reimbursed for mileage or tolls. Court appearance includes all cases handled during an attendance at City Court, Family Court, Supreme Court, Motor Vehicle Bureau and State Liquor Authority.

SECTION 6.07 - IN-SERVICE TRAINING

Mandatory training held on an officer's day off will be compensated for by payment at the officer's regular straight time rate for all such hours plus compensatory time off equal to one-half such training hours. Training sessions conducted immediately before or after the officer's shift will be paid on a straight time basis.

SECTION 6.08 - ON-CALL COMPENSATION

All uniformed members of the Bargaining Unit who, as part of their regular duties and in addition to their scheduled work week, are required to be on-call shall be paid 20% of the straight time basis for all hours spent in such capacity.

SECTION 6.09 - CALL-IN PAY

All members covered by the terms of this Agreement who are called back to work after normal shift shall be paid at overtime rate with a guaranteed minimum of four (4) hours of straight-time pay.

SECTION 6.10 - ACTING PAY

All members of the Association serving in an acting capacity of higher rank for one (1) full day or more, upon the direction of the department head in writing to serve in said capacity, shall receive a daily rate of pay commensurate with the rate of pay for the position which they are directed to assume.

SECTION 6.11 - ADDITIONAL COMPENSATION

SUB-SECTION 6.11.1

Supervisory officers assigned to the Criminal Investigation Division (C.I.D.) and the Criminal Intelligence Unit (C.I.U.) are considered detectives and each will receive additional annual compensation of $750 plus a sum equal to 5% of their base
salary as specified in the Pay Plan of the City of Niagara Falls.

**SUB-SECTION 6.11.2**

A lieutenant assigned to the Desk Lieutenant classification shall be paid an additional 4.5% of their daily base salary for each day assigned.

**SECTION 6.12 - UNIFORM ALLOWANCE**

A uniform allowance will be paid on the first payroll date in January in the amount of $500.00 to those officers assigned to a Uniform Division.

In order to be entitled to the full uniform allowance as provided in this section, an officer must have worked a full twelve months in the prior calendar year. Those employees who have not been actively at work for the preceding twelve month period will receive a pro-rated portion at the rate of 1/12 for each full month worked.

**SECTION 6.13 - PAYMENT**

The City agrees to a continuous bi-weekly payroll for all members of the Police Department.

All premium pay shall be paid no later than thirty (30) days following the end of the quarter in which it is earned.

**SECTION 6.14 - BRIEFING TIME PAY**

The officers shall be required to attend a fifteen minute pre-shift briefing and shall be paid at the rate of time and one-half for same.

**SECTION 6.15 - EDUCATION INCENTIVE PAY**

There shall be an annual payment of a $50 incentive to officers who have or receive an associates degree or an annual payment of $100 for officers who have or receive a Bachelor degree. The payments shall not be cumulative. That is, if an officer has both degrees, he/she will receive payment only for the higher of the two degrees. The payments shall not be added to the base. There shall be no additional payment for masters or doctoral degrees. Payments will be made for degree work in criminal justice, business management/administration and sociology; payment for all other degree work is at the option of the City.

**ARTICLE 7 - RETIREMENT BENEFITS**

**SECTION 7.01 - RETIREMENT PLANS**

The City will continue to provide Section 375i, Section 384d and Section 384f retirement plans pursuant to the New York State Policemen’s and Firemen's Retirement Law for all police officers and the Section 75i retirement plan of the New York State Retirement Law for those employees who are not eligible to participate in Police and Fire Retirement System.

Effective June 1, 1994, the Section 384e retirement plan was adopted by the City and offered for all eligible employees.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

**SECTION 8.01 - SETTLEMENT OF DISPUTE**

Any dispute arising concerning the interpretation or application of the terms of this contract or rights claimed to exist hereunder shall be processed in accordance with the Grievance Procedure contained in this article.
SECTION 8.02 - DECLARATION OF POLICY

The purpose of this grievance procedure is to provide an orderly process whereby the members of the Police Department of the City of Niagara Falls may equitably and expeditiously settle any differences or grievances that may arise in the course of their employment, free from coercion, restrain, interference, discrimination or reprisal. The provisions contained herein shall be liberally construed in order to accomplish these objectives.

SECTION 8.03 - DEFINITIONS

As used herein, the following terms have the following meanings:

a. "City" means the City of Niagara Falls.

b. "Employee" shall mean any person who is a member of the Bargaining Unit as the same is defined in the contract between the City of Niagara Falls, New York and the Captains & Lieutenants Association.

c. "Superiors" means person regardless of title, who are assigned to exercise any level of supervisory responsibility over City employees.

d. "Committee" means the Labor Relations Committee, as established by resolution of the City Council dated February 3, 1965, or as otherwise designated by City Council.

e. "Decision" means the written disposition and determination of a grievance by the Labor Relations Committee and/or as Arbitrators.

f. "Days" shall mean all days other than Saturday, Sunday and legal holidays. Sunday, Saturday and legal holidays shall be excluded in computing the number of days within the terms of this procedure.

g. "Representative" shall mean any person, persons or group selected by the employee to stand or act for said employees.

h. "Grievance" shall include all claimed violations of any contract existing between the City of Niagara Falls and the employees covered by this agreement and in addition shall include all claimed violations, misinterpretations, inequitable applications of the existing written rules, procedures, regulations, administrative orders or work rules of the City of Niagara Falls, New York, or department or agency thereof, all of which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, including matters involving employee's rates of compensation, retirement benefits, and disciplinary proceedings where the consideration of such would not be contrary to any law, rules or regulation having the force and effect of law.

SECTION 8.04 - BASIC STANDARDS AND PRINCIPLES

All grievances shall be presented within 180 calendar days from the date the cause of the grievance occurs. In those instances where the nature of the grievance is such that it cannot be readily known, the grievance shall be filed within one (1) year from the date the grievance occurs. Unless the grievance is filed in accordance with the time limitations of this section, it shall not be entitled to consideration under this procedure.
Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

It shall be the fundamental responsibility of persons in supervisory capacity at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take the appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority is hereby delegated to such persons with supervisory duties to take such steps as may be necessary to give effect to the provisions prescribed herein.

It shall be the responsibility of the head of appropriate department or agency of the City of Niagara Falls to take such steps as may be necessary to give effect to the provisions prescribed herein.

SECTION 8.05 - PROCEDURE

A. First Stage

The first procedural stage shall consist of the employee's presentation of his grievance to the Police Superintendent or his designee. A statement of grievance at this stage shall be presented on a written form stating the specific nature of the grievance, the facts relative thereto and the date submitted. Said statement shall be made upon a form numbered and supplied by the Personnel Department of the City of Niagara Falls. Upon receipt of the statement of grievance, the Superintendent, or his designee shall, at the request of the employee, hold an informal hearing at which the employee and/or his representative shall appear and present oral and written statements or recommendations.

The final determination of the first stage of such grievance proceeding shall be made by the head of the department or his designee within five (5) days from the date of submission to him of said grievance. The decision shall be made in writing and communicated to the employee presenting the grievance and to employee's representative, if any, and a copy of the decision shall be submitted to the Chairman of the Labor Relations Committee. If such grievance is not satisfactorily resolved at this first stage within five (5) days from the date of submission, such employee may proceed to the second stage.

B. Second Stage

The second procedural stage shall consist of a request by the aggrieved employee for a review and determination of his grievance, by the Labor Relations Committee. In such a case, the aggrieved employee shall submit his request to the Labor Relations Committee within five (5) days from the date of the determination of the department head. The department head, upon notice, shall forward all papers filed pursuant to said grievance to the Labor Relations Committee. The Labor Relations Committee shall promptly consider all grievances properly presented to it. The committee will schedule, within five days of receipt of grievance, a hearing under oath or otherwise, taking testimony of the parties and their witnesses, receiving documents or other papers submitted to it, issue subpoenas and establish rules for the conduct of the hearings not inconsistent with this grievance.
The Labor Relations Committee shall make its determination of the grievance and shall render its decision in writing to them within ten (10) days from the date of the hearing of said grievance. The decision shall be filed with the City Administrator. A copy shall be filed in the office of the Personnel Department of the City of Niagara Falls, which copy shall be open to inspection to all parties with an interest therein. Copies of the decision shall be sent to all persons directly concerned and affected by it.

If such grievance is not satisfactorily resolved at the second stage within ten (10) days, such employee may proceed to arbitration.

C. Arbitration

All grievances which are not amicably settled as provided for in Section A and B of this grievance procedure shall, upon the written demand of either of the parties hereto, be submitted to arbitration. The arbitrator shall be selected as soon as practicable after written notice demanding the appointment of said arbitrator by either of the parties hereto, which demand must be made within ten (10) days from the date of the mailing of the Labor Relations Committee's decision. Said arbitrator shall be selected by mutual agreement from names supplied by PERB. The parties shall request PERB to select a panel of not more than five (5) arbitrators from the western New York area. In the event of failure to select said arbitrator either party to this agreement may petition a Judge of the Supreme Court of the Eighth Judicial District of the State of New York who will appoint such arbitrator. The decision of the arbitrator thus selected shall be binding upon both parties to this agreement when the same is in accordance with law and has been made in writing and a copy filed with the employee and his collective bargaining representative and with the Labor Relations Committee of the City of Niagara Falls, and shall be considered as a final determination of the question or questions of fact submitted to arbitration. Both parties hereto shall divide the expenses and fees of the arbitrator selected.

SECTION 8.06 - MEETINGS

All meetings called or scheduled pursuant to a stated grievance shall whenever practicable, be scheduled between the hours of 9:00 and 5:00, Monday through Friday, of any work week. Any employee scheduled to work when a meeting is scheduled, shall continue to receive normal compensation notwithstanding his attendance at said meeting.

SECTION 8.07 - UNION ATTENDANCE

The union or employees association representing the employee involved in any grievance proceeding shall have the right to attend all proceedings conducted pursuant to this grievance procedure.

SECTION 8.08 - CLASS GRIEVANCE

The Captains and Lieutenant's Association may submit a so-called "class" grievance i.e., one involving a matter of general effect on the membership, provided there is at least one specific instance of action by the City resulting in an alleged violation of the contract.
ARTICLE 9 - LEAVES WITH PAY

SECTION 9.01 - HOLIDAYS


SUB-SECTION 9.01.1

Members of the Bargaining Unit may elect to receive compensation calculated at time and one half in lieu of time due them because of working a paid holiday, or they may elect to take time off at a date and time approved by their Unit commander.

SUB-SECTION 9.01.2

If the member's birthday occurs when it is not a scheduled workday for the employee, he may select either the first scheduled workday before or the first scheduled workday after his birthday as the holiday or any other day when approved by the Superintendent or his designee at least one calendar week in advance.

SUB-SECTION 9.01.3

A Captain or Lieutenant may be allowed to bank his holiday for the last three (3) years of his employment or any part thereof without limitation as to the number of holidays banked, and is to be paid for these holidays in full at the rate of pay when earned upon retirement or as part of his regular salary the last twelve months prior to retirement at his option, provided that he submit a letter of intent to retire to the Department; that he will not be offered banked time off unless due to extenuating circumstances and upon approval of the Department.

SUB-SECTION 9.01.4

In order to qualify for Holiday Pay as stipulated in aforementioned sections of this article, employee must meet the following requirements:

1. If the employee is scheduled to work the day immediately before and/or after the holiday he or she must work those days in order to qualify to be paid for the holiday. There are two (2) exceptions to this general rule.

   A) An employee may still be paid for the holiday if a physician's certificate is presented showing that the employee was in fact ill and could not work on the day or days.

   B) An employee will be paid his or her Holiday pay if he or she was on Bereavement Leave as defined in Sections 9 of this Agreement during the day before and/or after the holiday.

SECTION 9.02 - VACATIONS

All employees covered by the terms of this Agreement shall be entitled to annual vacation with pay in addition to the holidays mentioned in Section 9.01 above, as follows:

SUB-SECTION 9.02.01

During the first calendar year of service, no vacation with pay shall be credited.

SUB-SECTION 9.02.02

After the first calendar year of service, vacation earned shall
not exceed two (2) work weeks based on the proportion of months worked
during the first year related to two (2) weeks vacation for twelve
months of service.

SUB-SECTION 9.02.03

After the second calendar year of service, vacation earned shall
be two (2) work weeks based upon the previous year's service.

SUB-SECTION 9.02.04

After five (5) years or the completion of two hundred sixty (260)
weeks of service, vacation earned shall be three (3) work weeks based
upon previous year's service.

SUB-SECTION 9.02.05

After ten (10) years or completion of five hundred twenty (520)
weeks of service, vacation earned shall be four (4) work weeks based
upon previous year's service.

SUB-SECTION 9.02.06

After fifteen years or completion of seven hundred eighty (780)
weeks of service, vacation earned shall be five (5) work weeks based
upon previous year's service. All parties agree that any City employee
hired after November 15, 1979, who later becomes a member of this
Bargaining Unit, shall not become eligible for a maximum vacation in
excess of four (4) weeks.

SUB-SECTION 9.02.07

After twenty-five (25) years or completion of thirteen hundred
(1300) weeks of service, vacation earned shall be six (6) work weeks
based upon previous year's service, except as limited in Sub-Section
9.02.06 above.

SECTION 9.03 - VACATION DRAW

Vacation time off shall be scheduled in December of each year for the
following year. The Unit Commander on the various platoons will be the Shift
Captain, and he shall have the first pick of vacations. The remainder of the
supervisory officers, who will be Lieutenants, will then pick vacations based on
seniority.

SUB-SECTION 9.03.1

Vacations for Lieutenants shall be picked by unit with not more than one
Lieutenant per unit off on vacation at any time. (Unless authorized by the
Superintendent or his designee). Vacations will be picked on each unit by seniority
in grade with picks being made in one or two week groups, rotating by seniority
until all picks are made. After all picks are made, a vacation list will be
established for the unit and at a later date, a Lieutenant may change or add to his
vacation as long as it does not conflict with that of another Lieutenant on the same
unit.

SUB-SECTION 9.03.2

Captains other than patrol captains shall schedule their vacation at
discretion of the Superintendent of Police. Two or more Captains may take vacation
at the same time in cases where no relief is required or relief assignments do not
conflict.

Once the vacation lists are established in December and a Captain or Lieutenant has his vacation scheduled, he is entitled to that vacation even if he is transferred to another unit where a conflict then exists. If a member is transferred due to his or her own request, vacation will be taken where no conflict exists unless authorized by the Superintendent of Police of his designee.

**SUB-SECTION 9.03.3**

For those members of the Association working other than a 5 day work week, the number of days in a vacation pick or period will be adjusted to allow the member to have a full shift off as vacation. Members having less than, or wishing to use less than a full shift's worth of vacation days, may do so at his or her option for those days in excess of the regular vacation draw.

**SECTION 9.04 - VACATION ACCUMULATION**

Effective January 1, 1994, each officer may carryover a maximum of twelve (12) weeks vacation per year.

**SUB-SECTION 9.04.1**

A minimum of thirty (30) days advance notice must be given of the intent to use such vacation but, in any event, the vacation schedule for all members of the Association shall be determined by the Superintendent of Police or his designee; that is, the mere giving of notice of intent to use such accumulated vacation shall not confer a right to the Association member to determine when such accumulated vacation shall be used. And further, that a notice of intent to use such accumulated vacation given after August 31 of any year may be denied in whole or in part at the discretion of the Superintendent of Police or his designee.

**SUB-SECTION 9.04.2**

Employees may convert accrued vacation leave into a cash payment at each individual employee's per diem rate in effect at the time of the conversion. Employees may convert in weekly increments twice a year; in the month of January and in the month of July. During each conversion period, the minimum amount of time that may be converted is one (1) week or five (5) work days and the maximum amount of time shall be four (4) weeks or twenty (20) work days with the maximum sell back in any calendar year limited to four (4) weeks or twenty (20) days for any member of the bargaining unit. Employees must notify the City of their intent to convert vacation by January 1 or July 1 of each year for the respective conversion periods. The City shall make every effort to pay the employee by the last day of the month of January or July, respectively.

Effective January 1, 1996, members of the bargaining unit waive the right to vacation cash conversion for 1996 only. Members of the bargaining unit may bank up to four (4) weeks or twenty (20) days of their vacation with the right to convert one (1) week of banked vacation per year to cash commencing in 1997. Any of the four (4) weeks not converted will remain in this separate bank until termination of the officer's services.

**SECTION 9.05 - SICK LEAVE**

All employees covered by the terms of this Agreement shall be entitled to pay for absence from work because of personal illness.
One (1) day of sick leave will be granted per month of employment with the right to accumulate a maximum of one hundred eighty (180) days.

Whenever an employee is absent because of a personal illness, the number of days of absence with pay shall be charged against his sick leave granted.

An employee covered by the terms of this Agreement who is entitled to sick leave shall be paid while absent from work due to personal illness only except as provided for in Section 9.06 of this agreement. Whenever an employee is absent because of personal illness for five consecutive working days, a physician's certification will be required and submitted within five (5) working days of the return to work in order for the absence to be charged against sick-leave credit. Any unit member who uses more than twelve (12) days of sick leave in one (1) calendar year must bring in a Doctor's excuse for each incident thereafter. The only exception to this concerns those employees who are absent for five (5) consecutive days or longer, as a Physician's Certificate is already required under that circumstance that period of time will only be counted as one (1) sick leave day against the twelve days referred to in this paragraph. An employee on sick leave, with a valid reason to leave the City, may do so only by requesting and receiving permission of the City's physician or of the Police Chief. Such permission shall state the conditions under which the approval is granted.

SECTION 9.06 - SICK LEAVE FOR FAMILY ILLNESS

Effective with 1992-1993 Arbitration Award, a supervisory officer may utilize three (3) sick days per year due to illness of a member of the officer's immediate family. Immediate family is defined and shall be limited to parents, spouse, children, step-children. This provision does not in any way increase the number of sick days as provided in Section 9.05.

SECTION 9.07 - ABUSE OF SICK LEAVE

A department head may recommend disciplinary action when he has reviewed the employee's absentee record, taking into account the employee's pattern of absenteeism, efforts to improve attendance, and any extenuating circumstances which may be present. The City shall maintain the right to have any employee examined at City expense by a physician of its choice when it believes that such an examination is warranted. All parties agree that when an employee is scheduled to work the day immediately proceeding, immediately following, or the holiday itself and sick leave is taken on any of said days, then a physician's letter must be presented to be eligible for holiday pay.

SECTION 9.08 - PAYMENT OF SICK LEAVE UPON SEPARATION FROM SERVICE

Unused sick leave will be paid according to the following provisions:

A. Employees entitled to sick leave and who have been in the employ of the City for three (3) or more years, prior to termination of service shall be entitled to compensation equal to the following schedule of their unused sick leave credit upon their termination of service. Upon retirement any days between 1 and 99 will be paid at 20%, for any days over 99 and less than 199, those days will be paid at 40%; for any days over 199, those days will be paid at 60%.

B. For the purpose of this section, the one (1) day sick leave credit per
month of employment may be accumulated without limit. All employees in the employ of the City as of January 1, 1968 shall be entitled to the credit accumulated for sick leave purposes as of that date.

C. Whenever such employee is absent because of personal illness or family illness as defined in Section 9.06, the number of days of absence with pay shall be charged against his sick leave credit accumulated for purpose of pay while absent from work, and also against his sick leave credit for purposes of death or termination of service benefits.

D. Employees who are discharged, dismissed, fired or separated from the employ of the City, because of fault or delinquency on their part, shall not be entitled to the benefits of this section.

SECTION 9.09 - SICK BANK

A sick bank shall be established requiring each member of the Bargaining Unit to contribute one day per year of sick leave time, which bank will defray the cost of life insurance on a member after retirement.

SECTION 9.10 - PERSONAL LEAVE

SUB-SECTION 9.10.1

An employee covered by the terms of this Agreement will be eligible to take three (3) days personal leave. Such personal leave days will not be deducted from accumulated sick leave as taken.

In the event of resignation, retirement or termination (but not death) prior to July 1, employees' leave entitlement for that year shall be pro-rated, whether the leave has been used or unused in whole or in part as follows: Effective January 1, the first day will have been earned; April 1, the second day will have been earned; and on July 1, all three days will be fully accrued, not subject to pro-rata treatment.

Employees may accumulate two (2) unused personal leave days per year up to a maximum personal leave balance of five (5) days. The excess days over five (5) will be added to the member's accumulated sick leave days for termination pay purposes only, in accordance with Section 9.08 of this Article.

SUB-SECTION 9.10.2

Effective January 1, 1995, an employee covered by the terms of this Agreement will be eligible to take five (5) days personal leave. Such personal leave days will not be deducted from accumulated sick leave as taken.

In the event of resignation, retirement or termination (but not death) prior to July 1, employees' leave entitlement for that year shall be pro-rated, whether the leave has been used or unused in whole or in part as follows: Effective January 1, two (2) days will have been earned; April 1, two (2) additional days will have been earned; and on July 1, all five (5) days will be fully accrued, not subject to pro-rata treatment.

Employees may accumulate two (2) unused personal leave days per year up to a maximum personal leave balance of seven (7) days. The excess days over seven (7) will be added to the member's accumulated sick leave days for termination pay purposes only, in accordance with Section 9.08 of this Article.
**SUB-SECTION 9.10.3**

Employees must give notification in advance to their department head or designee. Except in the case of emergency, such advance notification will be in direct relation to the number of days requested.

**SECTION 9.11 - SERVICE CONNECTED DISABILITY**

An employee covered by the terms of this Agreement losing time from work for injuries incurred during the course of his employment shall receive full pay for such disability to the maximum of twenty-six (26) weeks starting with the first day of disability for any one injury, provided, however, that further coverage shall be provided in accordance with the provisions of 207c, General Municipal Law, when applicable.

Determination under the Workmen's Compensation Laws of New York State as to whether disability is service connected and as to the extent of such disability shall be conclusive.

Disability as a result of compensable injury sustained from accident occurring prior to the effective date of this section shall receive benefits in accordance with regulations and laws in effect at the time of injury.

**SECTION 9.12 - BEREAVEMENT LEAVE**

In the case of death of a member of the immediate family of any employee covered by the terms of this Agreement with one (1) or more years of continuous service, such employee shall be granted as an excused absence such time, not in excess of four (4) working days, as reasonably may be needed in connection therewith. Any of the first four (4) days beginning on the day of the death or on the day following the day of the death on which the employee is excused from his regularly scheduled work, shall be paid for at the employee's regular rate but such hours and pay shall not be considered as hours worked in computing overtime payable for hours worked in excess of the regular work week.

For the purpose of determining eligibility for the foregoing benefits, an immediate member of the family shall be limited to: Father, Mother, Step-Father, Step-Mother, Father-in-law, Mother-in-law, Husband, Wife, Brother, Sister, Brother-in-law, Sister-in-law, Son, Daughter, Son-in-law, Daughter-in-law, Step-son, Step-daughter or a relative residing within the household of the employee.

No pay allowance shall be made for multiple or for simultaneous deaths occurring within any four (4) day period. No pay allowance shall be granted commencing with the second day after the holding of the funeral unless such time is actually spent in returning to the City of Niagara Falls from the funeral held outside of the City, but in no case shall more than a maximum of four (4) working days be granted.

One (1) day bereavement leave shall be granted in the event of the death of relatives other than immediate family, to include: Grandparents, Grandchildren, Uncles, Aunts, Nephews, Nieces and First Cousins.

**SECTION 9.13 - TIME OFF NOTICE**

Upon 7 days notice a Captain or Lieutenant requesting a day off using E day, holiday, comp day, or vacation day, shall be granted the time off as long as no other Captain or Lieutenant on the same unit is off at the same time.
ARTICLE X - INSURANCE
SECTION 10.01 - HEALTH INSURANCE
SUB-SECTION 10.01.1

Effective January 1, 1994, the City, at its own expense, will provide the following for each officer:

1. Blue Cross/Blue Shield Select Plan 90-91
2. $1,000,000 Major Medical with $50 deductible
3. $1.00 co-pay Prescription Rider (without contraceptives)
4. Rider 8 covering dependent children to age 23 years
5. Rider 21 covering psychiatric care
6. City Dental Plan

SUB-SECTION 10.01.2

Effective May 1, 1995, the City, at its own expense, will provide the following or its equivalent for each officer:

1. Blue Cross/Blue Shield Hospital Plan 42/43
2. Blue Cross/Blue Shield Medical-Surgical Plan 60/61
3. $1,000,000 Major Medical Rider w/$50 Deductible
4. $1.00 Prescription Drug Co-Pay
5. Rider 8 - Children to Age 23
6. Rider 21 - Psychiatric Care
7. Rider 22 - Ambulatory Care
8. Rider 45 - Cosmetic Surgery
9. Rider 47 - Waiver of Waiting Periods
10. Rider 48 - Out-of-Area Benefits
11. City Dental Plan

SUB-SECTION 10.01.3

The medical/hospitalization insurance provided by Blue Cross/Blue Shield will remain in full force and effect until such time that the City and Union mutually agree to select another carrier.

SUB-SECTION 10.01.4

Effective May 1, 1995, members of the Bargaining Unit will have the option of selecting, as an alternative to traditional Blue Cross/Blue Shield coverage, Community Blue No.1 Health Maintenance Organization (HMO) coverage as well as the previously available Independent Health HMO. The City will pay the full premium for this coverage up to the total premium cost of traditional Blue Cross/Blue Shield coverage with each enrolled officer responsible for any additional premium cost in excess of the premium cost for aforementioned traditional coverage.

SUB-SECTION 10.01.5

If an officer and his spouse are both employed by the City, one family plan will be provided to both employees.

SECTION 10.02 - HEALTH INSURANCE FOR RETIREES

The City will provide paid-up hospitalization insurance as described above to Association retirees who retire after January 1, 1980, with twenty or more years of City service (including purchased military time). This paid up coverage will continue until the individual reaches the age of sixty-five (65), at which time the City agrees to provide such benefits supplemental to Medicare for those who qualify under this Agreement. The retiree will be required to certify annually on a form provided by the Personnel Department that he is not receiving hospitalization coverage as a result of other employment, and in the event such certificate is not
SECTION 10.03 - HEALTH INSURANCE WHEN SICK OR DISABLED

City will continue to pay for hospitalization insurance as described above one month for one year of service for employees retiring under New York State Disability Retirement Plan.

The City further agrees to provide for hospitalization insurance as described above for employees on certified sick leave as long as they are on paid sick leave.

The City will provide hospitalization insurance as described above for employees on sick leave without pay at a rate of one (1) month coverage for each year of service to a maximum of twelve (12) months.

SECTION 10.04 - LIFE INSURANCE

All employees while in the employ of the City and covered by the terms of this Agreement shall be entitled to life insurance, the face amount equal to the highest full thousand dollar sum of the salary of said employee. The cost of said life insurance shall be paid by the City of Niagara Falls, New York.

SUB-SECTION 10.04.1

The City shall apply an amount equal to the premium paid for the employee's life insurance coverage at the time of retirement to the cost of life insurance on a member after retirement as arranged by the City's insurance carrying agent so long as the sick bank is set up to defray such cost and is maintained according to subsection 9.09 of this contract. Any member who has received such benefit shall continue to receive it until death, regardless of whether or not the sick bank is maintained.

SUB-SECTION 10.04.2

At retirement, an employee who has at least thirty (30) years of service, including purchased military service time up to three (3) years, shall receive $500.00 of life insurance protection.

SECTION 10.05 - DEATH BENEFITS

A death benefit shall be payable to the widows and orphans of all employees, covered by the terms of this Agreement and the provisions of Section 208b of the General Municipal Law of the State of New York, who may die in the performance of their duties. Said benefit shall be paid in strict accordance with the provisions of Section 208b of the General Municipal Law of the State of New York. Such benefit shall be payable upon the presentation of an application to the City Administrator of the City of Niagara Falls, New York and, upon the determination of the City Administrator, on the basis of the evidence that such employee died within one (1) year after and as the natural and proximate result of injuries sustained at a definite time and place, and incurred in the performance of duty as a member of the Police Department and did not cause such accident by his own willful negligence. The death benefit shall be paid upon the allowance of the claim by the City Administrator and shall consist of an amount equal to the salary received by such member either during the year immediately preceding his death or during the year preceding such injuries, whichever is greater, and One Thousand Dollars ($1,000) for each child of such member under eighteen (18) years of age on the date of the member's death.
The provisions of Section 208b of the General Municipal Law, as amended from time to time, with reference to the application for death benefits and payments of the same shall be strictly complied with by the City of Niagara Falls, New York.

ARTICLE XI - UNIFORMS AND EQUIPMENT

SECTION 11.01 - UNIFORMED PERSONNEL

The City agrees that all members of the Bargaining Unit who are regular uniformed personnel upon appointment will be provided with the following items:

- Hat (1)
- Blouse (1)
- Trousers (1)
- Reefer (1)
- Raincoat (1)
- Shirts (3)
- Tie (1)
- Badges

- Revolver
- Holster
- Gun belt
- Blackjack
- Hand cuffs
- Night stick
- Cartridges
- Cartridge holder

and all other protective and occupational equipment required by the Superintendent of Police.

All female members of the Bargaining Unit upon appointment will be provided with two (2) skirts instead of trousers.

The uniforms supplied for those members of the Bargaining Unit assigned to Community Services, Youth Aide Bureau, Identification Bureau and Chief Communications Officer shall be limited to shirts, pants, ties and blazers.

SECTION 11.02 - UNIFORM COMMITTEE

The City shall replace uniforms and related equipment for Police Officers, provided, however, the parties agree to the formation of a Uniform Committee which shall be comprised of the following members: The Superintendent of Police, who shall serve as Committee Chairman, the Officer in charge of the Personnel Division, as long as a member of this Bargaining Unit, the Chairman of the Captains's and Lieutenant's Association, two additional members of the Bargaining Unit who shall be appointed by the Association Chairman.

The Uniform Committee shall be responsible for establishing the design of uniforms, for preparing detailed specifications for uniforms, for evaluating bids received on uniforms, and for the distribution of uniforms to members of the Bargaining Unit. The Committee shall also have the authority to delete any replacements above provided or make substitution therefore provided cost of such changes shall not result in expenditures in excess of budgeted funds.

ARTICLE XII - MISCELLANEOUS PROVISIONS

SECTION 12.01 - HEARING OFFICER FOR SECTION 75 DISCIPLINARY PROCEEDINGS

In the event that an Association member is charged in a formal disciplinary proceeding under Section 75 of the Civil Service Law, and, further, if the City desires to appoint a Hearing Officer in a disciplinary hearing or proceeding against a member of the Association, both the City and the officer who is charged must agree to the selection. If they cannot agree, then either the City or the officer being charged may request a Supreme Court Justice to appoint a Hearing Officer.
SECTION 12.02 - SEPARABILITY

This Agreement and all provisions herein are subject to all applicable laws and in the event any provision of the Agreement is held to violate such laws, said provisions shall not bind either of the parties but the remainder of this Agreement shall continue in full force and effect.

SECTION 12.03 - WORK STOPPAGES

The Association shall not engage in a strike or other concerted stoppage of work or slow down or cause to instigate, assist or participate in any such strike, concerted stoppage of work or slow down or impose an obligation to conduct, assist or participate in any such strike, concerted stoppage or work or slow down against the City.

The Association shall file with the City Clerk of the City of Niagara Falls, New York, for the period of its unchallenged representation status an affirmation of said Association that it does not assert the right to strike or the right to participate in any strike, concerted stoppage of work or slow down or that it will not cause, instigate, assert or participate in any such strike, concerted stoppage of work or slow down in strict compliance with the New York State Public Employee's Fair Employment Act as shall from time to time be amended.

SECTION 12.04 - LEGISLATIVE REQUIREMENTS

It is agreed by and between the parties that any provision of this Agreement requiring action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

SECTION 12.05 - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until December 31, 1996, 12.01 a.m., and from year to year thereafter unless either party serves written notice of their desire to amend, modify or terminate this Agreement.
1994-96 Contractual Agreement
-between-
The City of Niagara Falls, New York
-and-
The Captains and Lieutenants Association

CITY OF NIAGARA FALLS, NEW YORK

Jacob A. Palillo
Mayor

Thomas C. Lizardo
City Administrator

Angelo Massaro
Special Counsel

CAPTAINS AND LIEUTENANTS ASSOCIATION

Gordon T. Warme
President

John Soltyn
Negotiation Committee

Robert Merino
Attorney, Captains and Lieutenants Association

ATTEST:
Elsie Paradise, City Clerk
Wage Schedule "F"

of the

Pay Plan of the City of Niagara Falls

January 1, 1994 - December 31, 1995
## Wage Schedule F
CITY OF NIAGARA FALLS, NEW YORK
POLICE CAPTAINS & LIEUTENANTS

EFFECTIVE 1/1/94 – 12/31/94

### Grade 6

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Police Lieutenant (8852)*

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Detective Lieutenant* (8851)

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Police Captain (8870)

### GRADE 8 – WITH SHIFT

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Police Captain (8872)

### GRADE 9

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Detective Captain* (8871)

*NOTE: $750.00 allowance per year for Detective Lieutenants & Detective Captains*
Wage Schedule "F"
of the
Pay Plan of the City of Niagara Falls
January 1, 1995 – December 31, 1995
WAGE SCHEDULE F  
CITY OF NIAGARA FALLS, NEW YORK  
POLICE CAPTAINS & LIEUTENANTS  

EFFECTIVE 1/1/95 – 12/31/95

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Sr Communications Tech (8250)

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Police Lieutenant (8850)*

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Police Lieutenant (8852)*

* NOTE: Police Lieutenants assigned to Desk Duty will receive premium pay of 4.5% (Pay Code 505)
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Detective Lieutenant* (8651)

Police Captain (8670)

Detective Captain* (8671)

*NOTE: $750.00 allowance per year for Detective Lieutenants & Detective Captains
Wage Schedule "F"

of the

Pay Plan of the City of Niagara Falls

January 1, 1996 - December 31, 1996
## Wage Schedule F

**City of Niagara Falls, New York**

**Police Captains & Lieutenants**

**Effective 1/1/96 – 12/31/96**

### Grade 6

**Normal Increment 1.0**
- With 5 Yr. Long. .1
- With 10 Yr. Long. .2
- With 15 Yr. Long. .3
- With 20 Yr. Long. .4
- With 25 Yr. Long. .5
- With 30 Yr. Long. .6

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### Grade 6 - No Shift

**Normal Increment 1.0**
- With 5 Yr. Long. .1
- With 10 Yr. Long. .2
- With 15 Yr. Long. .3
- With 20 Yr. Long. .4
- With 25 Yr. Long. .5
- With 30 Yr. Long. .6

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### Grade 6 - With Shift

**Normal Increment 1.0**
- With 5 Yr. Long. .1
- With 10 Yr. Long. .2
- With 15 Yr. Long. .3
- With 20 Yr. Long. .4
- With 25 Yr. Long. .5
- With 30 Yr. Long. .6

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*NOTE: Police Lieutenants assigned to Desk Duty will receive premium pay of 4.5% (Pay Code 505)*
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Detective Lieutenant* (8651)

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Police Captain (8670)

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Police Captain (8672)

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Detective Captain* (8671)

*NOTE: $750.00 allowance per year for Detective Lieutenants & Detective Captains

31-Aug-95

Police Captains & Lieutenants Association: 1/1/96 – 12/31/96