

NIAGARA FALLS CITY COUNCIL
NOVEMBER 16, 2020 - SPECIAL MEETING

COUNCIL CHAMBERS

COUNCIL CHAMBERS

6:00 P.M.

ROLL CALL - COUNCIL MEMBERS

KENNEDY _____ SPANBAUER _____ TOMPKINS _____ TOUMA _____ CHAIRMAN VOCCIO _____

November 9, 2020

Members of the City Council
and
Kathleen Ligammari, City Clerk

Council Members and Madam:

You are hereby notified of a Special Meeting of the City Council of the City of Niagara Falls, New York called pursuant to Section 3.9.B of the City Charter, to be held on Monday, November 16, 2020 at 6:00p.m. in the Council Chambers, City Hall, 745 Main Street, Niagara Falls, New York for the following purpose(s):

1. Presentation of 2021 Executive Budget
2. Approval of Memorandum of Agreements with City Public Safety Unions.

Respectfully
submitted,


Robert M. Restaino, Mayor

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF NIAGARA FALLS, NEW YORK
AND THE
NIAGARA FALLS UNIFORMED FIREFIGHTERS LOCAL 714**

WHEREAS, the City of Niagara Falls, New York ("City") and the Niagara Falls Uniformed Firefighters Local 714 ("Union") are parties to a collective bargaining agreement covering the terms and conditions of employment for bargaining unit members employed by the City Fire Department ("Members"), effective January 1, 2014 through June 30, 2026 ("CBA"); and

WHEREAS, the Union and the City desire to amend the CBA through this Memorandum of Agreement (hereinafter the "MOA");

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

1. The five current firefighter vacancies in the bargaining unit will be filled no later than February 28, 2021.
2. The CBA will be extended through December 31, 2027. Members will receive a 1% wage increase effective July 1, 2026. Members will receive a 2% wage increase effective January 1, 2027.
3. The City shall continue health insurance coverage for a surviving spouse and/or dependent children upon the death of any active or retired Member, provided that the Member has at least ten years of service with the Niagara Falls Fire Department and the Member did not die by suicide. The surviving spouse's and/or dependent's insurance coverage will be through the City's plan or equivalent and will continue for a maximum of ten (10) years.
4. Four "Blue Compensatory" days will be converted to "Red Compensatory" days for the year 2021.
5. Between June 1, 2021 and September 30, 2021, all Members will be provided the opportunity to add vacation time to a Special Bank. This Special Bank will allow Members to have the option of placing vacation week(s) they draw for the time period referenced above and placing them in the Special Bank. The Special Bank will be paid out at separation of service. Any week(s) placed in this Special Bank will not be accessible to the Member and will remain in the Special Bank until separation when the banked time will be credited to the Member's accrued time buyout. Any Member interested in utilizing the Special Bank will need to submit a Special Report to the Relief Chief no later than 48 hours prior to the beginning of vacation week(s).
6. Between January 1, 2021 and June 30, 2021, all "Holiday Pay" hours will be converted to "Red Compensatory" hours. Between July 1, 2021 and December 31, 2021, Members will have the option to convert "Holiday Pay" to "Red Compensatory" hours. These Red Compensatory hours will either be paid out at separation of service when they will be credited to the Member's accrued time buyout, or be submitted for time off as per the current Red Compensatory policy. If submitted for time off, approval will not occur prior to 48 hours before the day requested, contingent on no overtime being caused by said time off.
7. Notwithstanding the rights and provisions contained in any previous memoranda of agreement or the CBA, the City and the Union agree that the minimum number of on-duty bargaining unit Members shall be seventeen (17) for the time period of January 1, 2021 to June 30, 2021. This is not a no-layoff or job security clause and this does not mandate the total number of Members that the City must employ.
8. This MOA will take effect immediately upon execution by the authorized parties. The provisions herein, along with the current CBA and any other extant memorandum of agreement that has not been modified by the MOA, will remain in full force and effect until a new agreement is reached either by modifying or changing those provisions.

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

10. This MOA shall have no precedential value and shall not be construed in any way to alter or impair either party's rights under the CBA, any of the previous extant memoranda or any other agreements between the parties currently in effect, except as to what is agreed to herein.

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

12. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this MOA, or the waiver by any party of any breach of this MOA, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

13. This MOA shall be enforced through the grievance procedures as set forth in the CBA. As to those matters that continue to remain in effect after this MOA, disputes as to those matters may be enforced under the CBA and any successor collective bargaining agreements, as applicable.

14. Any provision of the CBA or other agreed-upon memoranda of agreement or term and condition of employment not modified or altered herein shall remain in full force and effect.

Dated: November____, 2020

CITY OF NIAGARA FALLS, NEW YORK

NIAGARA FALLS UNIFORMED FIREFIGHTERS
LOCAL 714

By: _____
Robert Restaino, Mayor

By: _____
Noah Masur, President

By: _____
Anthony Restaino, City Administrator

Item #2

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

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

WHEREAS, the Union and the City desire to amend the CBA through this Memorandum of Agreement (hereinafter the "MOA");

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

1. The CBA will be extended through December 31, 2025. Members will receive a 2% wage increase effective January 1, 2025.
2. The City shall continue health insurance coverage for a surviving spouse and/or dependent children upon the death of any active or retired Member, provided that the member has at least ten years of service with the Niagara Falls Fire Department and the member did not die by suicide. The surviving spouse's and/or dependent's insurance coverage will be through the City's plan or equivalent and will continue for a maximum of ten (10) years. This provision will remain in full force and effect unless and until the parties agree for it to be modified.
3. Four "Blue Compensatory" days will be converted to "Red Compensatory" days for the year 2021.
4. Between January 1, 2021 and June 30, 2021, all "Holiday Pay" hours will be converted to "Red Compensatory" hours. These Red Compensatory hours will either be paid out at separation of service when they will be credited to the Member's accrued time buyout, or be submitted for time off as per the current Red Compensatory policy. If submitted for time off, approval will not occur prior to 48 hours before the day requested, contingent on no overtime being caused by said time off.
5. Between June 1, 2021 and September 30, 2021, all Members will be provided the opportunity to add vacation time to a Special Bank. This Special Bank will allow Members to have the option of placing vacation week(s) they draw for the time period referenced above and placing them in the Special Bank. The Special Bank will be paid out at separation of service. Any week(s) placed in this Special Bank will not be accessible to the Member and will remain in the Special Bank until separation when the banked time will be credited to the Member's accrued time buyout. Any Member interested in utilizing the Special Bank will need to submit a Special Report to the Relief Chief no later than 48 hours prior to the beginning of vacation week(s).
6. Notwithstanding the rights and provisions contained in any previous memoranda of agreements or the CBA, the City shall promote to the rank of Captain and/or Battalion Chief a qualified candidate within one hundred eighty (180) days of any vacancy in either rank. The promotion shall be pursuant to Civil Service Law. The Member promoted shall be temporarily assigned to a vacant position within that rank until such time as the bid process for the individual positions are finalized. Nothing herein shall eliminate the City's obligation to post each individual vacant position for a period of sixteen (16) days. The City shall promote to the rank of Captain and/or Battalion Chief upon any vacancy prior to the one hundred eighty (180) days if the then-current Civil Service list shall expire prior to the expiration of the one hundred eighty (180) days.
7. This MOA will take effect immediately upon execution by the authorized parties. The provisions herein, along with the current CBA and any other extant memorandum of agreement that has not been modified by the MOA, will remain in effect until a new agreement is reached either by modifying or changing those provisions.
8. The parties are entering into this MOA voluntarily and recognize that they have equal bargaining power when reaching this agreement.
9. This MOA shall have no precedential value and shall not be construed in any way to alter or impair either party's rights under the CBA, any previous memoranda of agreement or any other agreements between the parties currently in effect, except as to what is agreed to herein.
10. Should any term or provision of the MOA be in conflict with any State or Federal Statute or other applicable law or regulation binding upon the Union or City, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this contract will continue in full force and effect.
11. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this MOA, or the waiver by any party of any breach of this MOA, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

12. This MOA shall be enforced through the grievance procedures as set forth in the parties' current CBA. As to those matters that continue to remain in effect after this MOA, disputes as to those matters may be enforced under the CBA, and any successor collective bargaining agreements, as applicable.

13. The City will provide the Union with an updated collective bargaining agreement memorizing all existing terms and conditions of employment, including this MOA and all other extant memoranda of agreements, within ninety (90) days of the execution of this MOA.

14. Any provision of the CBA or other agreed-upon term and condition of employment not modified or altered herein shall remain in full force and effect.

Dated: November____, 2020

CITY OF NIAGARA FALLS, NEW YORK

NIAGARA FALLS FIRE OFFICERS,
LOCAL 3359

By: _____
Robert Restaino, Mayor

By: _____
Jason J. Cafarella, President

By: _____
Anthony Restaino, City Administrator

Item #3

CITY OF NIAGARA FALLS, NEW YORK
LABOR RELATIONS COMMITTEE
NIAGARA FALLS POLICE CAPTAINS and
LIEUTENANTS ASSOCIATION
MEMORANDUM OF AGREEMENT

The **CITY OF NIAGARA FALLS, NEW YORK** ("City"), a municipal corporation organized and existing pursuant to the laws of the State of New York, and the **NIAGARA FALLS POLICE CAPTAINS AND LIEUTENANTS ASSOCIATION** ("PCLA"), the bargaining unit designated as the exclusive representative for collective negotiations and the settlement of grievances for all supervisory police officers employed by the City represented by said unit, have negotiated the following modifications to the existing collective bargaining agreement, which are contained herein:

1. **Term (§12.10):** The Collective Bargaining Agreement, which currently is set to expire on December 31, 2024, will be extended for one (1) additional year (1/1/2025 through 12/31/2025).
2. **Base Pay (§6.01):** Officers will receive a two percent (2%) increase to base pay effective 1/1/2025.
3. **Holiday Pay (§9.01):** All holiday benefits earned during the first six (6) months of the calendar year 2021 (January 1, 2021 – June 30, 2021), shall be deferred. Union members will defer compensation for all (5) holidays. The total hours deferred shall be converted to compensatory time which will be maintained in a separate and segregated compensatory

time bank and may only be used for cash conversion at the time of retirement and paid out at the officer's pay rate at the time of retirement. If an officer elects to retire during 2021 then he will be compensated for any pro-rated time earned.

4. **Continuity**: All other terms and conditions not specifically mentioned herein that are contained in the parties' collective bargaining agreement shall remain unchanged and in full force and effect.

Dated: November 16, 2020

City of Niagara Falls, New York

Captains and Lieutenants Association

Robert M. Restaino, Mayor

Michael Drake, President

Attest: City Clerk

Item #4

**CITY OF NIAGARA FALLS, NEW YORK
LABOR RELATIONS COMMITTEE**

NIAGARA FALLS POLICE CLUB, INC.

MEMORANDUM OF AGREEMENT

The **CITY OF NIAGARA FALLS, NEW YORK** ("City"), a municipal corporation organized and existing pursuant to the laws of the State of New York, and the **NIAGARA FALLS POLICE CLUB, INC.** ("Police Club" or "Union"), the bargaining unit designated as the exclusive representative for collective negotiations and the settlement of grievances for all persons employed by the City of Niagara Falls as members of the Niagara Falls Police Department, including uniformed police officers, detectives, communication technicians and police dispatchers, and excluding all other employees and police personnel of the rank of police lieutenant or higher, have negotiated the following modifications to the existing collective bargaining agreement, which are contained herein:

1. **Term (§12.10)**: The Collective Bargaining Agreement, which currently is set to expire on December 31, 2025, will be extended for one (1) additional year (1/1/2026 through 12/31/2026).
2. **Base Pay (§6.01)**: Officers will receive a two percent (2%) increase to base pay effective 1/1/2026.
3. **Time Off (§5.07)**: Replace current language and replace with the following:

Generally, one third of the officers assigned to each shift are on assigned day-off, at a time. Therefore unit commanders will not schedule more than four additional officers to time-off, on a shift. Time off shall include vacation time, holiday time, compensatory time and personal leave. All additional requests for time off time are to be denied, except request for military leave and regular day

off. The shift book utilized for both time off and shift management shall remain readily accessible for officers to view prior to requesting time off.

4. **Manpower Deployment (\$12.09):** The Union is willing to continue the concession related to manpower deployment dated November 28, 2018. As a means of cost savings to the City, the Union will agree to continue the following:

The manpower deployment schedule set forth in Section 12.09 of the collective bargaining agreement shall remain in place and shall be adhered to unless the specified minimum manning standard cannot be obtained by any means other than forced overtime. Officers will not be required to work forced overtime to maintain the specified manpower deployment levels unless the staffing level would drop below seven road patrol beat cars, in which case forced overtime would be used

to fill at least seven road patrol beat positions. The Police Club also agrees to reduce the summer time staffing for road patrol positions from nine (9) road patrol beat cars to eight (8) road patrol beat cars. The duration of this concession will be for the year 2021 only. The reduction in numbers does pose a greater safety risk to patrol officers working in this capacity and we reserve the right to return to previously agreed upon staffing levels upon completion of this concession.

5. **Holiday Pay (\$9.01):** All holiday benefits earned during the first six (6) months of the calendar year 2021 (January 1, 2021 – June 30, 2021), as described in Section 9.01 of the collective bargaining agreement, shall be deferred. Union members will defer compensation for all (5) holidays which they earn at 12 hours per holiday amounting to sixty (60) hours per year. The total hours deferred shall be converted to compensatory time which will be maintained in a separate and segregated compensatory time bank and may only be used for cash conversion at the time of retirement and paid out at the officer's pay rate at the time of retirement. If an officer elects to retire during 2021 then he will be compensated for any pro-rated time earned.

All holiday benefits earned during the last six (6) months of the calendar year 2021 (July 1, 2021 – December 31, 2021), as described in section in Section 9.01 of the collective bargaining agreement, may be voluntarily deferred in the same manner as above.

6. **Vacations (\$9.02 (H)):** Add the following language: *"Upon completion of the following year shift bid process, all officers will submit vacation picks to their respective shift supervisor by the first Monday following the Christmas holiday. Upon receipt of these vacation picks, the Department will provide the approved vacation picks to each officer by the second Monday of January in the next calendar year."*
7. **COPS Grant:** The City is prepared to retain eight (8) police officer positions in the 2021 fiscal year utilizing the COPS Grant funding and the filling of two (2) vacancies utilizing savings from this agreement.
8. **Detective Stipend:** All officers with the rank of Detective will forego the \$750.00 stipend for uniform allowance for the 2021 calendar year only.
9. **Continuity:** All other terms and conditions not specifically mentioned herein that are contained in the parties' collective bargaining agreement shall remain unchanged and in full force and effect.

Dated: November 16, 2020

City of Niagara Falls, New York

Niagara Falls Police Club, Inc.

Robert M. Restaino, Mayor

Michael Lee, President

Attest: City Clerk

ADJOURNMENT OF MEETING _____ P.M.