

**THE HONORABLE BODY  
Council Chambers  
Municipal Building  
North Tonawanda, New York 14120  
Tuesday, November 22, 2022  
6:31 P.M.**

---

**SPECIAL SESSION CALLED TO ORDER BY PRESIDENT PECORARO**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Present: President Pecoraro  
Alderman Schmigel, DiBernardo, Loncar, Lavey**

**Absent: None**

**Also Present: Mayor Austin J. Tylec  
City Attorney Edward Zebulske III**

---

**MOVED by Alderman DiBernardo      SECONDED by Alderman Schmigel  
To convene a Special Session of the Common Council.**

**Ayes: Alderman Schmigel, DiBernardo, Loncar, Lavey, Pecoraro      (5)**

**Nays: None      (0)**

**CARRIED.**

---

**APPROVAL OF THE MINUTES OF THE REGULAR SESSION NOVEMBER 15, 2022**

**MOVED by Alderman DiBernardo      SECONDED by Alderman Loncar  
That the minutes of the regular session meeting held November 15, 2022 be approved as  
circulated and filed in the Office of the City Clerk.**

**Ayes: Alderman Schmigel, DiBernardo, Loncar, Lavey, Pecoraro      (5)**

**Nays: None      (0)**

**CARRIED.**

---

**#1 Attorney**

**November 18, 2022**

**Hon. Mayor and Common Council  
City Hall, 216 Payne Avenue  
North Tonawanda, NY 14120**

**Re: Proposed Collective Bargaining Agreement between North Tonawanda  
Professional Firefighters, IAFF Local 1333, and City of North Tonawanda**

**Dear Honorable Body:**

**Attached for your consideration, are the new terms of the proposed collective bargaining agreement between the North Tonawanda Professional Firefighters IAFF Local 1333 and the City of North Tonawanda. The City and the NTPFA met on numerous occasions over the past several months to negotiate the new agreement, and the amendments are hereby attached. The current agreement was extended during COVID and expires on December 31, 2022. Please note that the proposed term is five (5) years, beginning January 1, 2023.**

**11-22-2022**



Should your Honorable Body concur, please pass a resolution approving the changes to the collective bargaining agreement, subject to any further review by the City Attorney.

Very truly yours,  
Edward A. Zebulske, III  
City Attorney

**MOVED by Alderman Lavey                      SECONED by Alderman DiBernardo**  
That the Common Council at a special session meeting, held at City Hall, 216 Payne Avenue, North Tonawanda, New York at 6:30 p.m. on November 22, 2022 approves the Proposed Collective Bargaining Agreement between North Tonawanda Professional Firefighters, IAFF Local 1333, and City of North Tonawanda and it reads as follows:

Section 1.2  
Term and Modification

**5-year deal**

- Begins 12:01 on January 1<sup>st</sup>, 2023
- Expires at midnight December 31<sup>st</sup>, 2027
- Official notice May 1, 2027 no later than June 1, 2027

Section 1.4  
Interpretation

**Section 1.41 new language**

- This agreement is adopted on the premise of a fully staffed department and no platoon shall be discriminated against due to lowered staffing levels caused by but not limited to worker's compensation, injury, illness or vacancy.

Section 5.7  
Assignments

**Section 5.7 Assignments**

- An employee temporarily assigned to an out-of-title position shall be compensated at no lower than the rank to which the member is temporarily assigned to. Such out-of-title pay shall be paid to such an employee for each hour worked at the higher rank.

Section 6.0  
Schedules

**Section 6.21**

- The normal day shift shall begin at 7:00 AM and end at 5:00 PM. The night shift shall begin at 5:00 PM and end at 7:00 AM on the following day.

**Section 6.22**

- In accordance with present practice, employees may relieve each other between 6:30 and 7:00 AM and between 4:30 and 5:00 PM whichever applies, but an employee on duty may not go off duty until relieved.

**Section 6.23 A**

- To reduce hours scheduled from 42 hours per week to 40 hours per week, the present schedule includes the understanding that only a reduction of 110 hours per man will be allowed.



### **Section 6.23 B**

- Each line employee shall be given a bank of one hundred ten (110) hours annually on January 1<sup>st</sup> to accomplish this reduction. Employees must schedule hours in complete shift increments of either ten (10) or fourteen (14) hours known as “flex days”. All hours must be used prior to January 1<sup>st</sup> of the following year. Should a balance remain, that balance will be transferred to the employee’s sick time balance.

### **Section 6.23 C**

- Flex days will be applied based on the principles of a fully staffed department and a request to move a scheduled flex shift may not be denied due to a platoon being understaffed because of injury, illness, or vacancy. In the event a member requests to move a flex day, said member shall submit a completed flex day move request form. (appendix d)

### **Section 6.23 D**

- Scheduling of the flex day will follow the vacation scheduling guidelines and shall not be subject to any other restrictions. Flex days will be scheduled following the vacation selection process listed in section 9.3. Flex day schedule will be posted January 1<sup>st</sup> of each calendar year.

### Section 6.1

Platoon System (updated language)

### **Section 6.13**

- ....The Fire Chief shall award and assign the permanent assignment, as provided in this section, within twenty (20) days after posting.
- A. The Fire Chief will post all permanent vacancies within fifteen (15) days of the vacancy

### Section 6.4

Deferred Overtime

### **Section 6.41**

- ....Said Deferred Overtime rate shall be credited at the straight time rate x 1.08 and not the overtime rate. An employee reporting for duty on city parade day or for fire inspection shall be credited with a day off for each day on which he so reports at the straight time rate x 1.08 of pay
- ....Said mandatory training shall be credited at the straight time rate x 1.08 of pay and not the overtime rate

### Section 6.5

Distribution of Scheduled Extra Duty

### **Section 6.51(g)**

- Employees working scheduled extra duty will be compensated at one and one half (1.5) times the deferred overtime rate.

### **Section 6.57**

- Overtime requests for specialty teams as defined in section 13.2, will be tracked on separate overtime cards



- Any employee who is a member of a specialty team, and receives overtime fulfilling duties of that team, will be charged/tracked on the appropriate team's overtime card and not on the scheduled extra duty list.

Section 7.0  
Annual Salaries

**Section 7.1**

- On January 1, 2023, salaries will be increased by 3% over 2022 levels.
- On January 1, 2024, salaries will be increased by 3% over 2023 levels.
- On January 1, 2025, salaries will be increased by 3% over 2024 levels.
- On January 1, 2026, salaries will be increased by 3.5% over 2025 levels.
- On January 1, 2027, salaries will be increased by 3.5% over 2026 levels.

Section 7.2  
Narcotics Agent (new)

**Section 7.25**

- The narcotics agent and the alternate agent shall each receive an annual stipend of three hundred fifty (350) dollars, which will be paid on the first pay in December.

Section 7.2  
Cost Recapture Program

**Section 7.24**

- Any employee who voluntarily resigns his or her position with the North Tonawanda Fire Department, not through injury or illness, prior to completion of five (5) years of service may be subject to the Cost Recapture Program. A copy of this agreement will be provided at the time of hire with a signature acknowledging the receipt of such recapture schedule.

Section 9.3  
Vacation Schedules

**Section 9.31**

- Not later than November 1<sup>st</sup> of each year, the Fire Chief shall post a list for each platoon showing the amount of vacation to which each employee will be entitled to the following vacation year.
- ...Not later than December 1<sup>st</sup>, each employee shall indicate on the vacation calendar for his platoon the period or periods during which he desires to take his vacation for the following year.
- Once the vacation selection process has been completed, employees may divide any or all blocks into individual date requests.

Section 10.5  
Sick Bank (updated language)

Applications shall be made on the attached form Appendix J which is hereby incorporated into this Agreement. Use of the bank may be by more than one qualified employee at any given time.



Each qualified employee is limited to a maximum of six hundred (600) sick leave hours from the bank on each incident involving illness or injury as described in paragraph 10.51 See Appendix J as made a part hereof.

**Section 10.54**

- Applications shall be made on the attached form (appendix M) which is hereby incorporated into this Agreement. Use of the sick bank may be by more than one qualified employee at any given time. Each qualified employee is limited to a maximum of six hundred (600) sick leave hours from the bank on each incident involving illness or injury as described in paragraph 10.51

Section 11.13

Leaves of Absence with pay (updated language)

**Section 11.13 (1)**

- No more than three employees (2 off the same shift) are on leave for this purpose at the same time. LODD funerals will be exempt from this restriction.
- As used in this paragraph, "Immediate family" includes only spouse, domestic partner, child, parent, grandparent, grandchild, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law and a person occupying the position of a parent of the employee or his spouse;

Section 11.14

Personal Leave

**Section 11.14**

- 1. The employee or an authorized representative has requested person a leave prior to the start of their shift.
- 2. Four (4) days of leave for this purpose will be granted to a line employee during any contract year of this agreement; and five (5) days shall be granted to day platoon employees.
- 3. Days of leave for this purpose must be taken in units of a full day and cannot be denied. Unused personal leave shall not carry over to any subsequent year.

Section 12.12

Medical Insurance (updated)

**Section 12.12 (a)**

- In accordance with present practice, the employer shall continue to provide health insurance that is equal to, or better than the coverages outlined in plan offerings 2023-2024 (added appendix). Employees hired after January 1, 2023, shall have the option of an HSA, or HMO plan as outlined in the appendix. The city will be limited to selecting from Highmark BCBS, Independent Health (including nova), and Univera for the duration of this agreement.

**Section 12.12 (c)**

Individuals receiving social security disability prior to reaching age 65, must enroll in Medicare part A and B.



Section 12.16  
Longevity

- Shall be paid to all employees based on the following schedule.
  - 5-10 \$1450
  - 10-15 \$1750
  - 15-20 \$2350
  - 20 \$2700

Section 13.1  
Educational Benefits

**Section 13.14**

- Each employee shall be required to have an annual physical from a healthcare professional of their choosing. A completed HIPAA compliant attestation form must then be submitted to the employer confirming such physical.

**Section 13.15**

- Any employee on long term illness/injury or workers compensation must furnish monthly updates in writing to the employer.

Section 13.2  
Educational Benefits

**Paragraph 5**

- all current card carrying basic EMT's shall receive a lump sum of five hundred fifty (550) dollars, Advanced EMT's seven hundred fifty (750) dollars, EMT-CC/Paramedics fifteen hundred (1500) dollars prorated for actual months of eligibility per calendar year. Said compensation to be paid on the first payday of July.

A transitional/light duty work program will be introduced to afford limited-duty opportunities to any member of the North Tonawanda Fire Department who is temporarily unable to perform the essential function of his/her regular duties due to both a non-work related and work-related injury or illness.

**Subject to further review by the City Attorney.**

**Ayes: Alderman Schmigel, DiBernardo, Loncar, Lavey, Pecoraro (5)**  
**Nays: None (0)**  
**CARRIED.**

---

**ADJOURNMENT**

**MOVED by Alderman Lavey                      SECONDED by Alderman DiBernardo**  
**That this special session of the Common Council be and hereby is adjourned.**  
**CARRIED.**

**Time of Adjournment: 6:35 P.M.**

**Respectfully submitted,**



**Donna L. Braun**  
**City Clerk-Treasurer**