

# City of North Tonawanda

MATTHEW L. PARISH  
City Clerk-Treasurer  
mattparish@northtonawanda.org

Lori Swartz  
Assistant City Clerk

Denise Proefrock  
Assistant City Treasurer

OFFICE OF THE CITY CLERK - TREASURER  
VITAL STATISTICS  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120

Treasurer's Office: (716) 695-8575  
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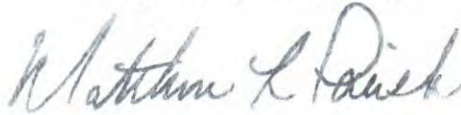
**February 28, 2019**

**The following meetings have been scheduled for TUESDAY, MARCH 5, 2019:**

**6:15PM Common Council - Re: Agenda Discussion**

**6:30PM Common Council Meeting in the Common Council Chambers.**

**Respectfully submitted,**



**Matthew L. Parish  
City Clerk-Treasurer**

**TO: Honorable Mayor & Common Council  
President Zadzilka  
Aldermen Braun, Berube, Pecoraro, Tylec**

**FROM: Matthew L. Parish, City Clerk-Treasurer**

**RE: Agenda for regular session TUESDAY, MARCH 5, 2019 6:30PM**

**AUDIENCE PARTICIPATION – Agenda items only, not to exceed 90 minutes with each speaker limited to a five-minute maximum.**

## **COMMUNICATIONS FROM CITY OFFICIALS**

<b><u>#1 Austin Tylec</u></b>	-	<b>Re: Parliamentary Procedures</b>
<b><u>#2 Robert Pecoraro</u></b>	-	<b>Re: Agenda Items and Parliamentary Procedure</b>
<b><u>#3 Eric Zadzilka</u></b>	-	<b>Re: Parliamentary Agenda Items</b>
<b>II.1 Attorney</b>	-	<b>Re: Approval of the MOA Between the North Tonawanda Police Benevolent Association, Inc. and the City of North Tonawanda</b>
<b>II.2 Attorney</b>	-	<b>Re: Proposed Contract Agreement between City of North Tonawanda and The Office and Professionals Employees International Union (OPEIU)</b>
<b>III. Clerk-Treasurer</b>	-	<b>Re: Approval of Cell Phone/Electronic Communication Device Policy</b>
<b>IV. Engineer</b>	-	<b>Re: Award of Contract for Project 2017-01 Fifth Avenue Storm Sewer Separation Project</b>
<b>VII. Accountant</b>	-	<b>Re: Payment of the Abstract of Claims Dated March 5, 2019</b>

- X. Police Chief - Re: Approval to appoint David L. Flores and Jeremiah T. Hussey as Police Officers for the North Tonawanda Police Department**
- XIV.1 Youth, Recreation & Parks - Re: Signature of letter of intent to move forward with the Build It With KABOOM! Grant**
- XIV.2 Youth, Recreation & Parks - Re: Approval to waive the permit fee for use of facilities to various nonprofit organizations**
- XIX. Building Inspector - Re: Permission to change City Code Chapter 36 Electrical Code Article II §36-16 B**
- XXV. Monthly Reports**
- .1 Senior Citizen Center**
- XXVI. Annual Vacation & Sick Leave Reports**
- .1 Youth, Recreation and Parks**
- XXXII. Community Development - Re: Permission to submit a joint grant application with the City of Tonawanda for the Local Initiative Support Corporation Zombie Property Prevention**

## COMMUNICATIONS FROM OTHERS

- A. Zachary S. Niemiec - Re: Permission to be reappointed as Commissioner of Deeds for the City of North Tonawanda**
- B. Mark Houghton - Re: Permission to be reappointed as Commissioner of Deeds for the City of North Tonawanda**

**C.**  
**Karl Heilemann**

- **Re: Permission to close the Thompson Street (Durkee) Bridge on Saturday April 13, 2019 from 10AM to 11AM for practice runs for the "Soap Box Derby for Youth and Mentors"**

**D.**  
**Gwendolyn Niemiec and  
Barbara Strzyz**

- **Re: Permission to be appointed as a Commissioner of Deeds for the City of North Tonawanda**

**Respectfully submitted,**

A handwritten signature in cursive script, appearing to read "Matthew L. Parish".

**Matthew L. Parish  
City Clerk-Treasurer**

**AUSTIN TYLEC**  
THE CITY OF NORTH TONAWANDA  
ALDERMAN AT LARGE

*tabled #1*  
FEB 19 2019  
#1  
MAR 05 2019

February 12<sup>th</sup>, 2019

North Tonawanda Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

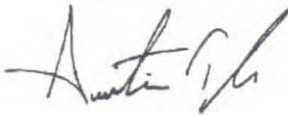
**RE: Parliamentary Procedures**

Dear Honorable Body:

Attached is a resolution seeking to define Parliamentary Procedures within our City's codes. I believe that we must begin to define these procedures if we as a legislative body are to conduct fluid and organized meetings, while giving equal opportunity for all representatives to be heard.

Please put the attached resolution on the Common Council agenda scheduled for 2/19/19.

Sincerely,



Austin J. Tylec  
Alderman-at-Large

RECEIVED  
CITY CLERK'S OFFICE

2019 FEB 14 PM 2:40  
NORTH TONAWANDA NY

February 12<sup>th</sup>, 2019

A RESOLUTION SUBMITTED BY:  
ALDERMAN-AT-LARGE AUSTIN TYLEC

RE: Parliamentary Procedures

**WHEREAS**, all North Tonawanda Alderpersons are considered elected officials and as such have both the responsibility and right to submit legislation for consideration which he or she believes will be to the benefit of City residents, and

**WHEREAS**, it is the responsibility of all alderpersons to properly consider and vote on such legislation at a regular meeting of the Common Council, and

**WHEREAS**, it is important that rules and guidelines be approved and implemented to allow for the submission and proper consideration of all legislation proposed by individual Alderpersons.

**NOW, THEREFORE, BE IT**

**RESOLVED**, Any Alderperson wishing to submit a resolution for consideration by the entire North Tonawanda Common Council (now referred to as Council) shall submit such resolution in to the North Tonawanda City Clerk/Treasurer (now referred to as Clerk) no later than 1pm on the Thursday immediately prior to the next regularly scheduled meeting of the Council.

**RESOLVED**, Such proposed resolution shall be submitted in writing. Writing shall include not only by letter or "hard copy" but shall may also include email to the official email address of the Clerk.

**RESOLVED**, Should the designated Thursday mentioned in item #1 above be a holiday when the City offices are closed, the resolution must be submitted by 1:00pm on the Wednesday prior.

**RESOLVED**, The Clerk shall be required to place the resolution in its original form on the official agenda for the meeting designated in item #1 above.

**RESOLVED**, The Clerk, upon receipt shall be required to forward such resolution in writing to the North Tonawanda City Attorney for his/her review.

**RESOLVED**, If the resolution involves the expenditure of City funds the resolution shall also be forwarded by the Clerk to the City Accountant for her/his review.

February 12<sup>th</sup>, 2019

**RESOLVED**, The resolution shall be read by the Clerk in its entirety at the regular meeting designated in #1 above and automatically referred to the full Council for consideration and discussion at the next workshop meeting of the Council. Any opinions or concerns of the Accountant or Attorney shall be considered at this workshop meeting.

**RESOLVED**, The resolution shall be placed by the Clerk on the agenda for regular meeting immediately following the workshop meeting specified in item #7 above. At this regular meeting, amendments to the proposed individual resolution, if offered, will be considered. At any point during this meeting the Alderperson submitting the individual resolution may call for and receive a vote by/of the entire Council on the resolution as originally presented.

**RESOLVED**, The schedule for considering individual resolutions as defined above may only be altered or delayed by the approval of the sponsoring Alderperson.

**RESOLVED**, that a certified copy of this resolution be sent to any entity made-up by members appointed by the Mayor, including, but not limited to, the Board of Assessment, City Cemetery Board, Historic Preservation Commission, Planning Commission, Plumbing Board, Traffic Safety Committee, Waterfront Commission, and Zoning Board of Appeals.

Amendment to  
Tylec Resolution Labeled "Parliamentary Procedures"  
February 12, 2019

**Amendment to Parliamentary Procedures:**

Amend Parliamentary Procedures to replace the last RESOLVED clause in its entirety with:

**RESOLVED**, that a certified copy of this resolution be sent to all members of the Common Council, Mayor, City Attorney, all others deemed necessary.



Amendment to  
Tylec Resolution Labeled "Parliamentary Procedures"  
February 12, 2019

**Amendment to Parliamentary Procedures:**

Amend Parliamentary Procedures to include the following RESOLVED clause after the first RESOLVED clause:

**RESOLVED**, an item received by the office of the City Clerk-Treasurer subsequent to the deadline aforementioned in the first RESOLVED clause may be subject to inclusion on the agenda of the following Council Workshop or regular Council Meeting should the late item's placement receive majority support of the Council, support being defined as "receiving a signature of approval, prior to the applicable meeting, by a majority of the Common Council members present at said applicable meeting; and be it further

# ROBERT PECORARO

Alderman-at-Large  
North Tonawanda Common Council

*tabbed #2*  
FEB 19 2019

*#2*  
MAR 05 2019

North Tonawanda Common Council  
216 Payne Ave  
North Tonawanda, NY 14120

## RE: Agenda Items and Parliamentary Procedure

Colleagues:

Please find enclosed within a request to add language within our parliamentary procedure items that helps address the timing and submission of agenda items for their appearance on the official agenda prior to a legal vote.

At our workshop there was a lot of concern pertaining to the submission and ability of any item to be put on the Council agenda. I have asked the City Attorney to include language that allows a practical approach to resolving this problem.

That language essentially allows anyone to put forth an agenda item provided it receives a majority of the votes in our workshop. If that item does not receive a majority of votes whether its due to content or more discussion, then it would be automatically qualified to be put on the agenda for the next council meeting thereafter. This is designed to help foster discussion among our distinguished body and allow an avenue for everything to reach a vote within a reasonable time. I would like the City Attorney to take this resolution and adopt it into our parliamentary rules.

I appreciate your support and consideration.

Respectfully and Honorably,



Robert Pecoraro  
Alderman-at-Large  
City of North Tonawanda

RECEIVED  
CITY CLERK'S OFFICE  
2019 FEB 14 PM 1:11  
NORTH TONAWANDA NY

# MEMO

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**To: Matt Parish, City Clerk- Treasurer**  
**From: Alderman-at-Large Robert Pecoraro**  
**Re: Parliamentary Procedures**

February 13, 2019

Mr. Parish,

A great conversation was had at our last workshop where we discussed a number of parliamentary procedural ideas. From my viewpoint we didn't address an issue that seemed to be contentious. As a result, I would like to submit this resolution **in conjunction** with others, to help clarify when an item can or cannot be put on the agenda for a full Council vote at our meetings.

I would like the City Attorney to include in a policy that states in part "any agenda item that does not meet a majority of votes in the workshop meetings **shall not** be included on the Council agenda for the following week, **however**, will automatically be qualified for the next immediate council meeting thereafter regardless of the votes in the second workshop provided any council member wants to proceed with bringing that resolution forward." It should be noted that changes made to the initial resolution are permissible but should not be fundamentally different than its original intent or body, otherwise it would be seen as a new resolution.

I leave it to the discretion of the City Attorney to word this properly and in compliance with the laws and procedures of our Common Council.

*From the Desk of  
Eric Zadzilka*

Council President  
North Tonawanda Common Council

*tabled #3a*  
FEB 19 2019  
#3  
MAR 05 2019

North Tonawanda Common Council  
216 Payne Ave  
North Tonawanda, NY 14120

**RE: Parliamentary Agenda Items**

Honorable Council:

Enclosed is a request to add language to our parliamentary procedure items that helps address late resolutions and their ability to reach the workshop or council agenda.

We have previously discussed that each Council person should be afforded flexibility when it comes to putting an agenda item on a workshop or council agenda. While we have rules for timely submissions, I am requesting that the City Attorney add language to allow late resolutions, proclamations, or items for approval, to be included provided it has the signatures of a majority of the council members prior to the start of any official meeting.

This allows any member of the Council to be responsive to residents and any city business deemed important in their view.

I appreciate your support and consideration.

Respectfully and Honorably,

Erk Zadzilka  
Council President  
City of North Tonawanda

RECEIVED  
CITY CLERK'S OFFICE

2019 FEB 14 PM 1:38  
NORTH TONAWANDA NY

# MEMO

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**To: Matt Parish, City Clerk- Treasurer**  
**From: Council President Eric Zadzilka**  
**Re: Parliamentary Proposal**

February 6, 2019

Mr. Parish,

I would like to put a resolution forth that allows any legislation, resolution, proclamation, or city business onto the agenda if it is deemed late by definition of past practice or new policy that states “agenda items are to be received by your office on the Thursday prior to a workshop or council meeting by 1pm,” provided that late agenda item receives a **majority** of the common council support at any point prior to the actual meeting or workshop. Support in this case would mean that a majority of the council members would have to sign the late agenda item prior its presentation to its applicable meeting.

I would like the City Attorney to help codify our parliamentary procedures into a coherent establishment. Further I would request that this policy be merged or combined with any other similar or parallel parliamentary procedure resolutions being presented by any council members this week.

# City of North Tonawanda

OFFICE OF THE CITY ATTORNEY  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120-5489

11.1  
MAR 05 2019

TELEPHONE  
(716) 695-8590  
FAX (716) 695-8592

LUKE A. BROWN  
CITY ATTORNEY

NICHOLAS B. ROBINSON  
ASSISTANT CITY ATTORNEY

February 27, 2019

Honorable Arthur G. Pappas, Mayor  
and Common Council Members  
City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

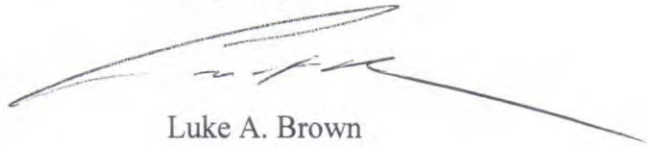
Re: MOA Between the North Tonawanda Police Benevolent Association, Inc.  
and the City of North Tonawanda

Dear Honorable Body:

Attached hereto is a proposed Memorandum of Agreement ("MOA") between the North Tonawanda Police Benevolent Association ("PBA") and the City of North Tonawanda ("City") regarding changes to section 12.5 of the current PBA contract. After consultation with City Accountant Amanda Reimer, it is anticipated that this change in medical waiver payouts will result in a substantial savings to the City.

Considering the above, I am requesting that the Common Council pass a resolution approving the MOA for the Mayor's signature.

Very truly yours,



Luke A. Brown  
City Attorney

Cc: Amanda Reimer, City Accountant

RECEIVED  
CITY CLERK'S OFFICE  
2019 FEB 27 AM 11:51  
NORTH TONAWANDA NY

**CITY OF NORTH TONAWANDA**  
**MEMORANDUM OF AGREEMENT**

The parties to this Memorandum of Agreement are the City of North Tonawanda, New York (referred to herein as "Employer") and the North Tonawanda Police Benevolent Association (referred to herein as "Union").

The following changes are agreed to between the Employer and Union for the term of January 1, 2016 to December 31, 2020, as follows:

- 1) Amend §12.5 as follows:

Employees wishing to waive the cost of medical coverage shall be eligible to receive seven thousand five hundred dollars (\$7,500.00) for the period of January 1 through December 31 in their pay check on the first payday in December, as a modification to wages (subject to taxes). Further, the City will contribute additional monies towards the PBA dental/optical fund based upon the number of employees waving medical coverage as outlined in the below chart:

Number of Officers Waiving Medical	Additional Amount to Dental/Optical
9 and below	\$0
10-14	\$20,000
15+	\$30,000

This Memorandum of Agreement will expire on December 31, 2020, unless both parties agree to continue the above terms.

IN WITNESS WHEREOF, the duly-authorized representatives of the parties have signed their names to this Memorandum of Agreement indicating their acceptance of said terms this \_\_ day of March, 2019.

NORTH TONAWANDA POLICE  
BENEVOLENT ASSOCIATION

CITY OF NORTH TONAWANDA,  
NEW YORK

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

# City of North Tonawanda

OFFICE OF THE CITY ATTORNEY  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120-5489

LUKE A. BROWN  
CITY ATTORNEY

NICHOLAS B. ROBINSON  
ASSISTANT CITY ATTORNEY

11.2  
MAR 05 2019

TELEPHONE  
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February 28, 2019

RECEIVED  
CITY CLERK'S OFFICE

Honorable Arthur G. Pappas, Mayor  
and Common Council Members  
City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

2019 FEB 28 PM3:11  
NORTH TONAWANDA NY

Re: Proposed Contract Agreement between City of North Tonawanda and  
The Office and Professionals Employees International Union

Dear Honorable Body:

The City negotiating committee met with the OPEIU negotiating team on multiple occasions beginning in late 2018. I have attached the contract in its entirety with the proposed changes in bold and have provided below a brief explanation of the changes to the agreement:

1. §1.2.1 & §2.3.1 – Makes this a 5-year agreement from 1/1/19 through 12/31/23.
2. §2.1.4 – Allows OPEIU to meet on City property with advanced notice to the City.
3. §6.1.1– City agrees to the following salary schedule:

Effective January 1, 2019, the salary shall be increased by 2.0% over the 2018 salary levels.

Effective January 1, 2020, the salary shall be increased by 2.0% over the 2019 salary levels.

Effective January 1, 2021, the salary shall be increased by 2.0% over the 2020 salary levels.

Effective January 1, 2022, the salary shall be increased by 2.0% over the 2021 salary levels.

Effective January 1, 2023, the salary shall be increased by 2.0% over the 2022 salary levels.



4. §6.1.6 – Eliminates Annual Stipends.
5. §8.2.6 - Changes the time frame for cashing in vacation time until after it is actually accrued.
6. §9.2.2 – Accounts for the actual sick leave credits for the Fire Chief to be rolled over based on the Local 1333 work schedule.
7. §11.1.3(a) and (c) – Requires employees hired by the City of North Tonawanda after the signature of this contract to contribute to medical costs upon retirement.
8. §11.3.1 – Increases longevity payments by 10% and makes longevity payable on employees anniversary date.
9. §11.4.2 – Increases the incentive to take the medical waiver.
10. §15.1.2 – Allows employees to earn compensation time at time and a half rate and to cash in up to 70 hours of comp time per year. Further, this section establishes a means by which the Mayor approves or disapproves comp time.
11. §16.1.12 – Establishes a collaborative process between the City and Union to address disciplinary concerns prior to formal discipline.

If these changes meet with the Council's approve, I would request that you approve the OPEIU contract with the noted changes for the Mayor's signature. Thank you.

Very truly yours,



Luke A. Brown  
City Attorney

Agreement

between

The City of North Tonawanda

and

The Office and Professional Employees International Union  
AFL-CIO & CLC  
And it's Affiliated Local Union No. 153

January 1, 2019

To

December 31, 2023

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NOTICE: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE 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.

WHEREAS, the City of North Tonawanda, New York (hereinafter called "Employer"), acting pursuant to the Public Employees' Fair Employment Law (Article 14 of the Civil Service Law), has recognized the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION (hereinafter called "OPEIU") as the exclusive representative, for the purpose of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment of the employees in the following single negotiating unit:

Included: City Accountant  
City Assessor  
City Engineer  
Community Development Director  
Director of Youth, Recreation, & Parks  
Superintendent of Water/Wastewater  
Building Inspector  
Fire Chief  
Superintendent of Public Works  
Assistant Superintendent of Public Works  
**Assistant Superintendent of Public Works**  
Chief of Police

WHEREAS, the Employer and the OPEIU desire to promote harmonious relations between them, establish an equitable and peaceful procedure for the resolution of differences, and establish the terms and conditions of employment of the employees in the aforesaid negotiating unit:

NOW, THEREFORE, the Employer and the OPEIU agree as follows:

1. General

1.1 Coverage

1.1.1 This Agreement covers each person who is at any given time, an incumbent (including a probationary or provisional incumbent) in any of the positions included in the above-described negotiating unit.

## 1.2 Term and Modification

1.2.1 The term of this agreement begins at 12:01 A.M. on **January 1, 2019 and continues until midnight on December 31, 2023.**

## 1.3 Interpretation

1.3.1 Hourly rates for employees are to be calculated in the following manner: for employees who normally work 40 hours per week, their annual salary shall be divided by 2080 hours; for employees who normally work 35 hours per week their annual salary shall be divided by 1820 hours, for employees who work 17.5 hours per week their annual salary shall be divided by 910 hours.

## 1.4 Impact Bargaining

1.4.1 Any bargaining unit position that is subject to change during the lifetime of this contract shall be negotiated between the OPEIU and the City as to the impact of the change on the position relative to the terms and conditions of employment as contained in this Agreement. The OPEIU shall be given a minimum of 30 days prior notice of any such change by the City Attorney. If OPEIU believes the City Attorney has failed to notify OPEIU of any such change it may advise the City Attorney of such in writing.

## 1.5 Maintenance of Standards

1.5.1 No clause in this agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer. No union members shall, as a result of the execution of this agreement, suffer the loss or reduction of any benefit now being enjoyed by them unless such benefit has been adjusted in the agreement.

## 2. OPEIU – EMPLOYER RELATIONS

### 2.1 OPEIU Representation and Activity

2.1.1 The Employer shall permit a non-employee representative of the OPEIU to confer with employees during working hours for a reasonable period of time for the purpose of investigating a grievance. Before conferring with an employee the OPEIU representative shall make his presence and purpose of his visit known to the City Attorney. The OPEIU representative may confer with an employee if the conference will not interfere unreasonably with the performance of the duties assigned to the employees.

2.1.2 For the purpose of investigation and processing grievances in the unit, the City recognizes the Union's right to appoint one (1) Chief Steward and one (1) Assistant Steward from amongst the unit membership.

2.1.3 The Steward(s) may investigate grievances arising among unit members and present them to the City Attorney, acting on behalf of the Employer, without loss of time or pay; provided that the use of an abnormal amount of time or other abuse of this privilege may result in loss of time or pay.

**2.1.4 OPEIU union meetings shall be allowed on the Employer's property, provided advance notice is provided to the Employer.**

## 2.2 Agency Shop

2.2.1 The parties recognize that this is an agency shop agreement, and in accordance with such it is understood that each employee who is a member of the bargaining unit herein above defined that is not a member of the union shall be liable to contribute to the said union as representative costs, an amount equivalent to such dues as are from time to time authorized, levied and collected from the general membership of the OPEIU. The City agrees to deduct an amount equal to the normal monthly dues paid by members of the OPEIU from the earnings of said employees so covered by this agreement.

## 2.3 Collective Negotiations

2.3.1 It is agreed that all matters relating to wages, salaries, hours, and terms and conditions of employment between the OPEIU and the City for the fiscal year beginning January 1, **2019**, have been negotiated as indicated in this contract, that there shall be no further consideration of such matters for the period **January 1, 2019 – December 31, 2023**, as provided herein, and that all demands, requests, suggestions or other indication of change in salaries, wages, and other terms and conditions of employment have been withdrawn by both parties. It is further agreed that any request on the part of either party to renegotiate any condition of this Agreement in contravention of the foregoing provision shall not be an item on which the other party is required to negotiate.

2.3.2 It is agreed that any provision of this Agreement which is or in the future may be found to be in violation of applicable statutes or regulations having the force of law is null, void, and unenforceable. It is agreed that such voiding of a provision of this Agreement applies only to such provision and does not affect the validity of the remainder of the Agreement, which shall remain in full force and effect.

2.3.3 It is understood that negotiations of a contract governing the fiscal year beginning January 1, **2024** may begin on or after July 1, **2023**, at the request of either party. It is understood and agreed that as a condition of good faith negotiations, either party may be required to meet at least once a month until October **2023**, when either party may be required to meet at least twice monthly until negotiations are concluded.

2.3.4 It is agreed that in the event that negotiations may be declared to be in impasse in accordance with the provisions of the Public Employees Fair Employment Act of 1967, and the regulations of the Public Employment Relations Board, the provisions of the Act and the procedures of the Public Employment Relations Board may be called upon for assistance in the resolution of the impasse by either party.

## 2.4 Management Rights

2.4.1 Except as expressly limited by other provisions of this agreement and applicable law, the City possesses the sole right to operate City government and all its authority, rights and responsibilities are retained. The OPEIU recognizes that the Employer retains any and all rights vested in it by law, and further recognizes that the Employer shall continue to exercise those rights, as well as any and all rights which may hereafter be vested in the Employer by law, including, but not limited to, the following rights: to select, hire and promote employees; to determine the necessity for filling a vacancy; to create new jobs and classifications and to abolish any job or classification; the right to determine the mission, purposes, objectives and policies of the City; to direct all programs and operations of the City; to establish, maintain and/or alter work and schedules of work; to set hours of work; to determine new and/or change existing methods, facilities, means and number of personnel for the conduct of City programs and operations; to transfer employees from one job, classification, or assignment to another; to demote, suspend, discharge and discipline employees; to train employees and require their participation in training programs; to subcontract work; to assign, supervise and direct employees in their work; to determine the work to be done; to lay off employees and to adjust the size of the working force; to make reasonable rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency, and the protection of property and to take whatever action is necessary to carry out the functions of the City. The Employer recognizes that it may not exercise its rights, referred to in this paragraph, in such a way as to violate any of the express provisions of this Agreement.

## 3. Grievance Procedure

### 3.1 Declaration of Purpose

3.1.1 It is the purpose of this procedure to provide, at the lowest possible administrative level, equitable solutions to alleged grievance of member of the negotiating unit.

### 3.2 Definitions

3.2.1 A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation of any provision of this Agreement.

The term Department Head shall mean any administrative or supervisory officer immediately responsible for the area in which alleged grievance arises.

The Mayor is the Mayor of the City of North Tonawanda.

The Common Council is the Common Council of the City of North Tonawanda.

Union shall mean the Officer and Professional Employees International Union or any other legally authorized bargaining agent during the term of this contract.

Grievant shall mean any person in the negotiating unit represented by the Union.

Grievance Committee is the committee created and constituted by the Union, or a representative so designated.

Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

Aggrieved Party shall be any person or group of persons in the negotiating unit presenting a grievance or complaint or any group of persons having identical complaints except that the Union can be the aggrieved party in situations in which only the Union alleges a grievance and the rights of individuals are not involved. The employer, acting through the City Attorney, may also be an aggrieved party.

City Attorney shall be the City Attorney of the City of North Tonawanda and shall be considered a committee of the Common Council for the purpose of administering this agreement.

Working Day shall mean Monday through Friday inclusive, excluding holidays.

### 3.3 Procedures

3.3.1 All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the party.

3.3.2 Except for decisions at Stage 1(A) all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the Grievant and the Union.

3.3.3 The Employer agrees that it shall facilitate any investigation that may be required and shall make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records concerning the alleged grievance. Such materials, documents, communications and records shall, at the same time, be available to the Grievance Committee in any case in which the Union does not represent the aggrieved party in the alleged grievance.

3.3.4 Except as otherwise provided in Section 3, paragraph 3.5.1, a party alleging grievance shall have the right to all stages of a grievance beyond 1A, to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

3.3.5 Forms for filing grievances shall be attached hereto as Appendix A. Grievance forms shall be provided by the employer. The lack of availability of forms shall not delay the processing of any grievance.

3.3.6 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.3.7 Nothing contained herein shall be construed as limiting the right of any Grievant having a grievance to discuss the matter informally with the City Attorney and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement, the Union has been given due notice by the Grievant and an opportunity to be present at such adjustment and to state its views on the grievance. In the event any grievance is adjusted without formal determination, pursuant to this procedure, which such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

3.3.8 Every Grievant who has the right to bring a grievance hereunder has the right to be represented by a member of the Grievance Committee.

3.3.9 The Union's Grievance Committee shall be entitled to at least two working days advance notice from the City Attorney of all hearings on all grievances commencing with Stage 1B and at all subsequent stages of a grievance. Such notice shall include copies of all documents in the possession of the City Attorney and the Union shall be entitled to be present at the hearing.

3.3.10 No interference, coercion, restraint, discrimination or reprisal of any kind shall be taken by the Common Council, the Mayor and/or by any other member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.3.11 Any and all notices, which this grievance procedure requires to be given to the Employer, may be delivered to the City Attorney or, in his absence, to the person then in charge of his office.

### 3.4 Time Limits

3.4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

3.4.2 Grievances shall be initiated at the first available stage within ten (10) working days after the Grievant actually knows of, or should have known of the act or condition on which the grievance is based.

3.4.3 Failure at any stage of the grievance procedure to communicate a decision to the President of the Union, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within ten (10) working days after the expiration of the period which would have been allotted had the decision been communicated by the final day.

3.4.4 In the event that the aggrieved party and the City Attorney agree that actions and/or alleged violation of rights originated with the City Attorney, the aggrieved party shall initiate all provisions at Stage 1B directly with the City's Grievance Committee, in which case the time limits set forth in this section shall apply.

### 3.5 Stages of the Grievance Procedure

3.5.1 Stage 1A: City Attorney – Informal – A Grievant having a grievance shall discuss it with the City Attorney, if appropriate, either individually or accompanied by a representative with the objective of resolving the matter informally. The City Attorney shall confer with all parties in interest but, in arriving at his decision, shall not consider any material or statements offered by or, on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present.

3.5.2 Stage 1B: City's Grievance Committee – If the informal process cannot resolve the issue to all parties satisfaction and the aggrieved party wishes to proceed further under this grievance procedure, the unit member or his representative shall, within fifteen (15) working days, file a written grievance with the City's Grievance Committee. Within two (2) working days after receipt of the appeal, the City's Grievance Committee, or its duly authorized representative, shall set a date for a hearing and notify the Grievant and the Union's Grievance Committee, and all other parties in interest of said date and hearings shall be commenced within five (5) working days after receipt of the grievance by the City's Grievance Committee. The City's Grievance Committee shall render a decision in writing to the aggrieved party, his representative, and the Union's Grievance Committee within ten (10) working days after the conclusion of the hearing.

3.5.3.1 Stage 2: Arbitration – If an aggrieved party represented by the Union and the Union are not satisfied with the decision at Stage 1 and the Union determines that the grievance is meritorious, the Grievance Committee of the Union may submit the grievance to arbitration by written notice to the City Attorney within fifteen (15) working days of the decision at Stage 1B.

3.5.3.2 Within five (5) working days after such written notice of submission to arbitration, the City or the Union, whichever is the aggrieved party, shall call upon the Federal Mediation and Conciliation Association to furnish an arbitrator. The parties shall then be bound by the rules and procedures of the



Federal Mediation and Conciliation Association in the selection of an arbitrator.

3.5.3.3 The selected arbitrator shall hear the matter promptly, and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearings have been waived by both parties, then from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues.

3.5.3.4 The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, or restrict, the provisions expressed in this Agreement. The authority of the arbitrator does not extend to matters which law mandated by higher authority requires to be resolved by some other body.

3.5.3.5 The decision of the arbitrator shall be binding with respect to the grievance.

3.5.3.6 The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the City and the Union.

### 3.6 Attendance at Grievance Meetings or Hearings

3.6.1 When grievance meetings or hearings are held during the workday, one representative of the bargaining unit shall be permitted to be present at such meetings or hearings without loss of pay, and such attendance shall not be deducted from any Union business leave days allotted by this contract.

3.6.2 The arbitration proceedings shall be conducted in private and may be attended only by the arbitrator, a stenographic reporter, representatives and counsel of the parties, the Grievant or Grievants and witnesses.

3.6.3 No public statement shall be made concerning any matter which is the subject of a grievance or an arbitration by either party, by the representatives of either party, or by any employee provided, however, that when a grievance has been satisfied or when an arbitration award has been made the parties jointly may issue a written public statement, signed by a representative off each party, containing brief descriptions of the nature of the grievance, the persons involved, and the nature of the satisfaction of the grievance or of the arbitration award.

## 4. OPEIU Obligations

### 4.1 No Strike Pledge

4.1.1 The officers of the OPEIU assert that they are fully familiar with the provisions of the Public Employees Fair Employment Act of 1967 with respect to strikes by public employees, and that on behalf of the Union, they absolutely and unconditionally renounce the right of the Union as an organization or individual members of the organization as individuals to strike against any government, to assist or participate in a strike against any government, or to impose an obligation to conduct, assist, or participate in a strike against any government.

## 4.2 No Discrimination

4.2.1 The Union agrees to maintain its eligibility to represent the above-named employees by continuing to admit to membership all employees without discrimination with regard to race, color, creed, or national origin, and affirms that the requirements for admission to membership applicable statutes, and regulations have the force of law, and are otherwise not in conflict with the requirements of the Public Employees Fair Employment Act of 1967, other applicable statutes, and regulations having the force of law.

## 4.3 Obligations as Managerial or Confidential Employees

4.3.1 No employee represented by the Union shall be permitted or required to act as a “managerial or confidential” employee as those terms are defined in Paragraph 7(A) of Section 201 of Article XIV of the New York State Civil Service Law. However, they may be called upon by the Mayor or Common Council as resource persons, to assist its negotiators in connection with negotiations with other groups of employees.

## 5. Employment and Seniority

### 5.1 Probation

5.1.1 An employee is on probation for a period of not less than eight (8) or more than twenty-six (26) weeks which begins on his latest date of permanent appointment.

5.1.2 Every interdepartmental promotion or transfer shall be for a probationary term of twelve (12) weeks.

5.1.3 At any time during such probationary term the employee shall have the right to return to his previous position at his own election.

5.1.4 If the conduct or performance of the probationer is not satisfactory, he shall be restored to his former permanent position at the end of his probationary term.

5.1.5 If an employee on probation is disciplined or discharged, the Employer is not required to assign a reason therefore and the discipline or discharge cannot be made the subject of a grievance or arbitration. This paragraph applies only in the case of a newly hired employee.

### 5.2 Acquisition of Seniority

5.2.1 “Seniority” means the length of an employee’s continuous service within a position which has become or is covered by the North Tonawanda Office and Professional Employees International Union bargaining unit from the latest date of his/her permanent hire to the date he/she loses seniority, including both such dates. An employee while he/she is on probation does not have any seniority, but

he/she acquires seniority on the day following his/her last day of; probation and his/her seniority date would go back to his date of hire.

5.2.2 As used in paragraph 5.2.1, continuous service includes only those periods when an employee is on the Employers' active payroll and those periods when the employee is:

- 1) on leave of absence
- 2) on layoff,
- 3) on active duty with the United States Armed Forces or the National Guard,
- 4) absent from, and unable to perform the duties of, his position by reason of a disability resulting from occupational injury or disease, and
- 5) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

5.2.3 If two or more employees are hired or appointed on the, same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the Common Council or hiring official.

### 5.3 Adjustments in Force

5.3.1 Reductions in the number of positions in any competitive class classification and increases in the number of positions in any such classification, while there are employees who have been demoted (other than for cause) or laid off from that classification, shall be made in accordance with the applicable provisions of the Civil Service Law.

5.3.2 An employee in the competitive class may displace an employee in the non-competitive or labor class, provided:

- a) the more senior employee has exhausted all his options regarding the displacement of competitive class employees under the Civil Service Law,
- b) the more senior employee seeking to displace the less senior employee once held the position of the less senior employee, and
- c) the more senior employee remains qualified to perform the duties of the less senior employee in the noncompetitive or labor class, and
- d) provided, these rights shall not be abused by either party.

5.3.3 In the event that the Employer determines that for fiscal or other legitimate reasons, the number of employees in a unit position(s) shall be reduced, consideration shall be given to continuing the employment of the person whose position has been reduced to another or new bargaining unit position.

5.3.4 A notice of recall shall be sent to an employee on layoff by registered or certified mail or by telegram addressed to him at his most recent address on the Employer's records.

5.3.5 The Employer shall not contract out work normally performed by employees in the negotiating unit if to do so would result in the elimination of any position in the negotiating unit.

#### 5.4 Vacancies

5.4.1 Whenever a job opening occurs other than a temporary opening defined below, in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening shall be delivered to every OPEIU member stating the job classification, rate of pay, and nature of the job requirements in order to qualify. The form attached to this contract as Appendix B shall be used for posting positions. The delivery of such notices to the members and within the proper time limits shall be the responsibility of the union, provided that such notices are delivered to the union no later than two days prior to the posting time indicated thereon. Such posting shall be for a period of five (5) work days prior to the final date for submitting applications. Such posting period shall be listed on such notice. Appendix B is hereby incorporated into this section and into this Agreement. The Employer shall provide suitable space where the Union may install, at the Union's expense, a bulletin board for Union business in City Hall.

5.4.2 The job openings for permanent vacancies shall be filled from among those OPEIU members applying, who meet the standards of the job requirements, except that if there is more than one (1) applicant so qualified, then such position shall be filled by selecting from among those qualified, the employee with the greatest seniority, first within the department, second within the North Tonawanda OPEIU bargaining unit. The following is a list of departments of the City as defined for this agreement:

- Accounting Department
- Assessor's Office
- Building Inspection/Code Enforcement/Plumbing Inspector's Office
- City Engineer's Office
- Community Development Office
- Fire Department/Emergency Management Office
- Office of Youth, Recreation, and Parks
- Public Works Department
- Water & Wastewater Department
- Police Department

5.4.3 A temporary vacancy is hereby defined as a vacancy which occurs in a permanent job as a direct result of a temporary absence of an employee due to illness, injury, vacation, leave of absence, personal leave, compensation leave, jury duty, bereavement, etc., and considered to be of at least one day in duration, and shall be filled in accordance with Civil Service requirements for parity work or temporary appointments and also applying the same seniority provisions found in paragraph 5.4.2.

## 5.5 Assignments

5.5.1 Except for promotions as provided in Section 5.3 of this Agreement, all other assignments shall be at the discretion of the Mayor. If an employee is transferred by the Mayor from one assignment to another, he shall furnish to the employee a written statement of the specific reason or reasons for the transfer if the employee requests in writing that such a statement be furnished. Both the request and a copy of the statement shall be placed in the employee's personnel file.

5.5.2 An employee who is temporarily assigned to perform the duties of a higher rated classification than his own, for a period of one or more days, shall be paid for all time assigned to the higher rated classification at one step above the lowest salary step in that classification which shall result in the employee's receiving higher compensation than that which he is then currently receiving.

5.5.3 When an employee is assigned to perform extra duties on a temporary or permanent basis, he/she shall be fairly compensated for additional work while he/she is performing it. To determine a fair compensation, the City and OPEIU shall meet and negotiate the increase in compensation prior to the employee performing his/her additional duties.

## 5.6 Discharge and Discipline

5.6.1 If there is just cause, the Employer may discharge or discipline an employee, subject to laws mandated by higher authority.

5.6.2 If an employee is discharged or suspended while he is working, he must be given an opportunity, if he requests it, to consult with a member of the Grievance Committee before he is required to leave the Employer's premises, unless his continued presence is likely to result in injury to himself, to others or to property. If the employee is a member of the Grievance Committee he can represent himself and only one Grievance Committee member at a time will be allowed release time without loss of pay to investigate grievances.

5.6.3 A written notice of each discharge and disciplinary action (other than verbal warning) containing brief statement of the reasons therefore, must be given to the employee concerned at the time he is informed of the penalty imposed pursuant to such disciplinary action, if practicable but in any case not later than the fifth (5<sup>th</sup>) working day following the day on which the employee is notified of the penalty imposed. The employee must acknowledge receipt of the notice by signing the Employer's copy thereof, and if employee refuses to sign Employer shall note such refusal on his copy and on Grievance Committee Member's copy. A copy of each notice shall be given to the Grievance Committee Member as soon as possible, but in no event later than the fifth (5<sup>th</sup>) day after the employee is given notice.

**2019-2023  
OPEIU Salary Schedule**

<u>Job Title</u>	2015 <u>STEP 1</u>	2015 <u>STEP 2</u>	2015 <u>STEP 3</u>	2015 <u>STEP 4</u>	2015 <u>STEP 5</u>	2015 <u>STEP 6</u>
Assistant Superintendent of Public Works	61,258	65,182	69,109	71,968	74,827	77,688
Community Development Director	64,765	68,645	72,530	75,358	78,183	81,015
City Assessor	65,477	69,401	73,325	76,188	79,045	81,907
City Building Inspector	65,477	69,401	73,325	76,188	79,045	81,907
City Accountant	66,954	70,879	74,803	77,666	80,522	83,383
Superintendent of Water/Wastewater Facilities	74,132	78,008	81,885	84,709	87,535	90,358
Director of Youth, Recreation & Parks	75,060	78,982	82,909	85,769	88,628	91,486
Fire Chief	82,626	86,552	90,477	93,339	96,079	99,056
Superintendent of Public Works	83,390	87,315	91,241	94,100	96,958	99,818
City Engineer	96,896	100,821	104,748	107,603	110,463	113,322
Police Chief	96,896	100,821	104,748	107,603	110,463	113,322

<u>Job Title</u>	2016 <u>STEP 1</u>	2016 <u>STEP 2</u>	2016 <u>STEP 3</u>	2016 <u>STEP 4</u>	2016 <u>STEP 5</u>	2016 <u>STEP 6</u>
Assistant Superintendent of Public Works	62,483	66,486	70,491	73,407	76,324	79,242
Community Development Director	66,060	70,018	73,981	76,865	79,747	82,635
City Assessor	66,787	70,789	74,792	77,712	80,626	83,545
City Building Inspector	66,787	70,789	74,792	77,712	80,626	83,545
City Accountant	68,293	72,297	76,299	79,219	82,132	85,051
Superintendent of Water/Wastewater Facilities	75,615	79,568	83,523	86,403	89,286	92,165
Director of Youth, Recreation & Parks	76,561	80,562	84,567	87,484	90,401	93,316
Fire Chief	84,279	88,283	92,287	95,206	98,001	101,037
Superintendent of Public Works	85,058	89,061	93,066	95,982	98,897	101,814
City Engineer	98,834	102,837	106,843	109,755	112,672	115,588
Police Chief	98,834	102,837	106,843	109,755	112,672	115,588

<u>Job Title</u>	2017 <u>STEP 1</u>	2017 <u>STEP 2</u>	2017 <u>STEP 3</u>	2017 <u>STEP 4</u>	2017 <u>STEP 5</u>	2017 <u>STEP 6</u>
Assistant Superintendent of Public Works	63,733	67,816	71,901	74,875	77,850	80,827
Community Development Director	67,381	71,418	75,461	78,402	81,342	84,288
City Assessor	68,123	72,205	76,288	79,266	82,239	85,216
City Building Inspector	68,123	72,205	76,288	79,266	82,239	85,216
City Accountant	69,659	73,743	77,825	80,803	83,775	86,752
Superintendent of Water/Wastewater Facilities	77,127	81,159	85,193	88,131	91,072	94,008
Director of Youth, Recreation & Parks	78,092	82,173	86,258	89,234	92,209	95,182
Fire Chief	85,965	90,049	94,133	97,110	99,961	103,058
Superintendent of Public Works	86,759	90,842	94,927	97,902	100,875	103,850
City Engineer	100,811	104,894	108,980	111,950	114,925	117,900
Police Chief	100,811	104,894	108,980	111,950	114,925	117,900

<u>Job Title</u>	2018 <u>STEP 1</u>	2018 <u>STEP 2</u>	2018 <u>STEP 3</u>	2018 <u>STEP 4</u>	2018 <u>STEP 5</u>	2018 <u>STEP 6</u>
Assistant Superintendent of Public Works	65,008	69,172	73,339	76,373	79,407	82,444
Community Development Director	68,729	72,846	76,970	79,970	82,969	85,974
City Assessor	69,485	73,649	77,814	80,851	83,884	86,920
City Building Inspector	69,485	73,649	77,814	80,851	83,884	86,920
City Accountant	71,052	75,218	79,382	82,419	85,451	88,487
Superintendent of Water/Wastewater Facilities	78,670	82,782	86,897	89,894	92,893	95,888
Director of Youth, Recreation & Parks	79,654	83,816	87,983	91,019	94,053	97,086
Fire Chief	87,684	91,850	96,016	99,052	101,960	105,119
Superintendent of Public Works	88,494	92,659	96,826	99,860	102,893	105,927
City Engineer	102,827	106,992	111,160	114,189	117,224	120,258
Police Chief	102,827	106,992	111,160	114,189	117,224	120,258

6. Compensation

6.1.1 Salary Schedule

**Effective January 1, 2019, the salary shall be increased by 2.0% over the 2018 salary levels.**

**Effective January 1, 2020, the salary shall be increased by 2.0% over the 2019 salary levels.**

**Effective January 1, 2021, the salary shall be increased by 2.0% over the 2020 salary levels.**

**Effective January 1, 2022, the salary shall be increased by 2.0% over the 2021 salary levels.**

**Effective January 1, 2023, the salary shall be increased by 2.0% over the 2022 salary levels.**

6.1.2 An new employee appointed hereafter to a classification set forth in paragraph 6.1.1 of this Agreement shall be place at no less than the minimum Step of the applicable salary schedule, set forth in paragraph 6.1.1 of this Agreement, unless the employer places the employee at a higher step based upon the employee's skills, education and work experience and shall thereafter advance in accordance with the provisions of paragraph 6.1.4 of this Agreement..

6.1.3 An employee promoted hereafter to a classification in higher paid position set forth in paragraph 6.1.1 of this Agreement shall be placed at the lowest step of the higher-rated job Group which results in an increase for him and shall thereafter advance in accordance with paragraph 6.1.4 of this Agreement.

6.1.4 Any present employee in a classification set forth in paragraph 6.1.1 of this Agreement who is not at the highest step of the applicable salary schedule set forth in paragraph 6.1.1 of this Agreement, shall advance each year to the next step on his anniversary date of promotion into that position with the City. Any new employee appointed hereafter in a classification set forth in paragraph 6.1.1 of this Agreement, and any employee promoted hereafter to a higher paid position set forth in paragraphs 6.1.1 of this Agreement, shall advance each year to the next higher step on the first day of his anniversary date of hire or promotion.

6.1.5 The third full pay period of each year, all salaried employees shall be paid their end of year adjustments from the previous year.

6.1.6 Any employee in the collective bargaining unit that does not receive employer contributions from the City of North Tonawanda towards their NYSERS pension shall be eligible to receive an annual stipend of \$15,000. The employee can choose to take the stipend as a lump sum or be spread out during the year in their pay.

## 7. Holidays

### 7.1 Holidays Declared

7.1.1 Each of the days listed below is declared to be a holiday:

- (a) New Year's Day
- (b) President's Day
- (c) Good Friday
- \* (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- \* (g) Columbus Day
- (h) Veteran's Day
- (i) Thanksgiving Day
- (j) Day after Thanksgiving Day
- (k) Christmas Day
- (l) Employee's Birthday

\*Federally designated Monday is the celebration date. Veterans Day to be celebrated as a holiday on November 11.

Employee's birthday holiday to be taken on the day, or if operational needs do not permit, in the remainder of the year. If the holiday cannot be taken within this time frame, provisions of Section 7.2.3 shall apply.

In addition to the abovementioned holidays granted by the Employer, all the employees shall be entitled to any additional holiday or half-holiday that may be declared by the City Council or the administration.

7.1.2 Each of the days listed below is declared to be a half-holiday:

- (a) Day before Christmas (December 24)
- (b) Day before New Year's Day

7.1.3 Holidays shall be observed on the days on which they fall, provided that when one of these holidays falls on a Sunday the Monday following shall be observed as the holiday, and when such holiday falls on a Saturday, the preceding Friday shall be so observed.



## 7.2 Holiday Compensation

7.2.1 Insofar as the reasonable needs of an employee's department, as determined by the Common Council, may permit, an employee shall be granted a day or half day off without loss of pay on a holiday or half holiday, as the case may be.

7.2.2 An employee who is required to work or who is on his normal day off on a holiday shall receive a compensatory day off credit or half day off credit respectively for each such holiday or half holiday.

7.2.3 On the first pay day in December of each year employees shall be paid one day's pay or one half day's pay, as the case may be, for each compensatory day off credit or half credit which he has accumulated since the first pay day in December of the preceding calendar year, less any compensatory days off which the employee has received during that period.

### 8. Vacations

#### 8.1 Definitions

8.1.1 "Vacation year" means the calendar year.

#### 8.2 Vacation Allowed

8.2.1 An employee is entitled to the amount of vacation with: pay listed below opposite his number of continuous years of service with the employer shown below:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
1 year but less than 5 years	11 working days
5 years but less than 10 years	15 working days
10 years but less than 15 years	20 working days
15 years and less than 20 years	25 working days
20 years and over	30 working days

If an employee shall be entitled to an increased amount off vacation during the vacation year because he will complete more years of service, he may not take such increased amount of vacation until he has actually completed the required years of service. For each calendar week that an employee is on vacation, he shall be charged only with the number of working days for which he would normally be scheduled during that week.

8.2.2 Vacations may not be accumulated from year to year except in the following limited circumstances that preclude an employee from scheduling and using his vacation credits in the usual manner.

- (a) Sick leave of an employee on an extended basis.
- (b) Absence due to a Worker's Compensation injury.

If an employee was unable to take and use his vacation due to the circumstances described in either (a) or (b) after 180 days of such leave, or elects not to return to work, he shall be paid the full amount of vacation pay still owing to him.

8.2.3 If an employee is terminated, dies, resigns, or retires, before he has received all the vacation pay to which he is entitled during the vacation year in which he is terminated, dies resigns, or retires he shall at the time of his separation from employment, or not later than the first pay day thereafter, be paid the amount of vacation pay still owing to him.

8.2.4 If an employee is laid off before he has received all of the vacation pay to which he is entitled during the vacation year in which he starts on layoff, at his request he may be paid the amount of vacation pay still owing to him at the time he is laid off or not later than the first pay day thereafter.

8.2.5 Employees serving in a provisional capacity shall be eligible for vacation according to the schedule in section 8.2.1.

8.2.6 In the event that vacations need be cancelled or remain unused the employee may:

- (a) select a new vacation period.
- (b) if such affected employee cannot reschedule his vacation, within the yearly period, he may schedule and use his vacation credits within an one hundred and eighty (180) day period from the beginning of the new year, or
- (c) the employee may elect to be paid for all unused vacation credits. Employees shall be entitled to receive compensation for said days up to a maximum of 20 working days annually. Employees are allowed to be paid for unused vacation days anytime during the year, **after April 1<sup>st</sup> of each year.**

8.2.7 The vacation allowance stated above may be units of one day increments inasmuch as it does not interfere with the normal operations of the department.

8.2.8 Vacations in increments of five (5) or more consecutive days require notification to the Mayor's Office to include dates within a reasonable time period.

## 9. Sick Leave

### 9.1 Purpose of Sick Leave

9.1.1 The purpose of sick leave with pay is to afford an employee a degree of protection against the loss of pay which he would otherwise incur because of absence from his position by reason of an injury or illness other than an occupational injury or disease. Sick leave with pay is not to be granted for any other purpose. Interpretations of the provisions of this Article 10 shall be consistent with the principles expressed in this paragraph. Sick leave can be used for an occupational illness or disease if the duration of same is less than seven (7) days, after which this injury, illness or disease becomes a compensable leave pursuant to the Worker's Compensation Law or State Law Section 207 (a).

### 9.2 Sick Leave Credits

9.2.1 For each month of service for the Employer, an employee hired prior to August 1, 1986 shall be credited with one and one half (1 ½) days of sick leave credit. An employee hired on or after August 1, 1986 shall be credited with one (1) day of sick leave credit. For purposes of this paragraph, a month of service is a month in which an employee has been on the Employer's active payroll for at least one full pay period. Active payroll does not include sick leave of more than ten (10) consecutive sick days in a month.

9.2.2 Sick Leave credits may be accumulated up to a maximum of 272 days. Such accumulation shall include sick leave credits accumulated by an employee prior to the effective date of this Agreement. **The number of sick days for the Fire Chief will be determined by dividing his sick time "hours" accumulated while in Local 1333 by 8 hours. This will provide the new Chief his number of sick "days" as opposed to hours.**

9.2.3 Upon separation of employment, an employee, or his estate, shall be paid thirty five percent (35%) of the present value of accumulated sick leave. To be eligible for said payment, an employee shall:

- 1) have completed five (5) years of service with the City of North Tonawanda, and
- 2) said separation shall not include termination for just cause.

### 9.3 Qualifications for Sick Leave

9.3.1 To be granted sick leave with pay, an employee shall meet each of the qualifications set forth in this section 9.3.

9.3.2 An employee shall apply for sick leave pay on the Sick Leave Application form set forth in Appendix C of this Agreement for each period of sick leave of one day. An additional sick leave

application shall be required for each period of absence exceeding an initial absence of five (5) days. All information required by this form shall be accurately supplied by the employee. If, by reason of his illness or injury, an employee is unable to submit the form, it may be submitted by:

- (a) the employee's spouse, parent, or an adult resident in the employee's home, or
- (b) an officer or employee of the Employer (designated by the Employer for this purpose) based on information supplied by the employee's attending physician.

9.3.3 An employee shall have accumulated sick leave credits which equal or exceed the number of days for which sick leave pay has been requested, except as provided through use of the sick leave days granted the employee from the sick leave bank.

9.3.4 An employee shall have given notice of his absence because of sickness to his Office as soon as practicable after the Office opens on the first day of absence for which sick leave pay is requested, or the employee shall have had someone give such notice for him if it is not reasonably practicable for him to give such notice, provided, however, that the foregoing notice requirement shall be waived if an emergency prevents the giving of notice.

9.3.5 An employee shall have furnished a medical certificate:

- (a) for an absence which exceeds five (5) consecutive working days,
- (b) for an absence of one (1) or more days up to five (5) days, if the Mayor believes an abuse of the basic purpose of sick leave, as set down in §9.1.1 has taken or is taking place. This requirement not to be used on a discriminatory basis.

In cases of absence which exceed two consecutive weeks, an employee shall furnish an additional certificate covering each two week period (or portion thereof) beyond the first two weeks.

- (c) Sick leave shall apply to absence due to illness of an employee's immediate family residing in his household. For the purposes of this section, "immediate family" shall be limited to the employee's spouse and children or persons occupying the positions of same. The amount of sick leave for this purpose is limited to seven (7) working days per calendar year. If required, the medical certificate must briefly describe the nature of the illness or injury of the employee's family member in question.

9.3.6 To meet the requirements of paragraph 9.3.5, a medical certificate shall:

- (a) be signed by a person licensed to practice medicine in New York State,
- (b) describe briefly the nature of the illness or injury which resulted in the employee's absence,
- (c) state the date or dates on which the person signing the certificate treated the employee

for the illness or injury which resulted in the employee's absence, and

- (d) state at what time the employee will be fit to resume the duties of his position.

A form for use as a medical certificate is attached hereto and incorporated herein by reference as Appendix D.

9.3.7 An employee serving in a provisional capacity in any position within the bargaining unit may earn sick leave credits in accordance with paragraph 9.2.1 of this Agreement and shall be granted sick leave with pay for any such credits earned after the eighth (8<sup>th</sup>) week of his provisional appointment.

9.3.8 Sick leave credits shall be used only in units of one (1) or one-half (1/2) days off. The smallest permissible unit of use shall be one-half (1/2) of a day.

#### 9.4 Disqualification for Sick Leave

9.4.1 Repeated absence because of non-occupational illness or injury which seriously affects the efficient performance of the duties assigned to the employee's position may result in the following:

- (a) discipline or discharge of the employee, subject to applicable provisions of the Civil Service Law, if any.

9.4.2 If an employee engages in gainful employment while on sick leave he:

- (a) shall be disqualified for sick leave regardless of the number of sick leave days credited to him, and
- (b) he may be discharged or disciplined, subject to applicable provisions of the Civil Service Law, if any.

9.4.3 If an employee falsifies his "Sick Leave Application" form, or if he furnished, causes to be furnished, or acquiesces in the furnishing of false information for his "Sick Leave Application" form or a medical certificate, he:

- (a) shall be disqualified for sick leave regardless of the number of sick leave days credited to him, and
- (b) he may be discharged or disciplined, subject to applicable provisions of the Civil Service Law, if any.

9.4.4 An employee serving in a probationary capacity in any position within the bargaining unit may earn sick leave credits in accordance with paragraph 9.2.1 of this Agreement and shall be entitled to sick leave with pay for any such credits earned after completion of eight (8) weeks of employment.

## 9.5 Sick Leave Bank

9.5.1 The purpose of the sick leave bank (hereinafter referred to as bank) is to provide a qualified employee with additional protection against loss of pay which the qualified employee would otherwise incur because of absence from his position by reason of extended injury or extended illness other than an occupational injury or disease.

It is not the purpose of the sick leave bank to allow employees to extend their period of employment immediately prior to their eminent retirement. In evaluating an employee's application, consideration shall be given as to whether or not there is a likelihood of the employee retiring within the immediate future, and this shall be among the factors to be considered in accepting or rejecting an employee's application.

9.5.2 Upon completion of his initial probationary period of employment, each employee shall be an employee participating in the sick leave bank program.

A qualified employee, is an employee who is a member of the bargaining unit and who has met the following requirements:

- (a) has been ill or injured, other than by reason of an occupational illness, injury or disease, for at least five (5) working days after the requirement of 9.5.2 b) has been met, however funding shall begin upon exhaustion of days listed in paragraph (b), and
- (b) has exhausted all accumulated sick leave time, personal leave, accrued holidays, and vacation time as of the date of the application, and
- (c) has furnished a medical certificate evidencing his injury or illness for which application is being made pursuant to paragraphs 9.3.5 and 9.3.6, and conforming with Appendix "D".

9.5.3 The bank shall be funded initially with each participating employee contributing one day of his accumulated sick leave to the sick leave bank, and the City contributing thereto, two days for each one day contributed by each participating employee of the bargaining unit.

9.5.4 Subsequent to this initial funding, as an employee of the bargaining unit becomes a participant in the sick leave bank program pursuant to paragraph 9.5.2 hereof, the City shall contribute one (1) day to the sick leave bank for each one (1) day contributed thereto by each participating employee of the bargaining unit. Sick days which employees would have earned had they not already have accumulated 180 sick days shall be credited to the sick bank without any matching.

Should the bank's level of sick days ever be reduced to thirty (30) days or less, refunding of the bank shall take place as follows:

Written notice shall be posted that refunding is called for and shall take place. Each participating employee shall contribute one day of accumulated sick leave to the said bank by executing a document stating his intention to do so. The City shall contribute one day to the sick leave bank for each one day contributed thereto by each participating employee of the bargaining unit.

9.5.5 Use of the bank shall be determined by an administrative committee after application has been made by a qualified employee. Applications shall be made on the attached form (Appendix E) 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 175 sick leave days from the bank on each incident involving illness or injury as described in paragraph 9.5.1.

9.5.6 An administrating committee shall be a standing committee composed of three members: one member shall be appointed by the Union, and the other two members shall be the Collective Negotiating Committee Chairman and the City Attorney.

- (a) The Administrating Committee shall make its determinations, rulings and decisions by a majority vote.
- (b) The Administrating Committee may require, by a majority vote, an examination by the City physician, or other physician to be used in their consideration of the qualified employee's application or continued use of the bank. The arrangements shall be made by the Committee for the appointment. Payment for such examination shall be made by the City.

In the event such qualified employee shall fail to submit or refuse consent to such medical examination, he shall be deemed to have waived his rights under this Article and his application shall be deemed withdrawn.

- (c) The Administrating Committee shall have the power, authority and responsibility to review an accepted applicant's use of the bank and may require physicals at intervals if a use of the bank continues longer than twenty (20) working days.

9.5.7 The City shall provide a list of sick time for each qualified employee for use by the Administrating Committee, as requested.

## 10. Leaves of Absence

### 10.1 Leaves of Absence with Pay

10.1.1 The Employer shall grant leave of absence without loss of pay to an employee who is absent from duty by reason of an occupational injury or disease which is compensable under the Workmens' Compensation Law, provided:

- (a) The employer shall grant a leave of absence without loss of pay to an employee who is absent from duty by reason of an occupational injury or disease which is compensable under the Workers' Compensation Law for a period of sixty (60) working days from the first day of absence.
- (b) So much of the compensation award granted by the Worker's Compensation Board for such injury or disease as represents compensation for loss of time during the period of such leave shall be turned over to the employer. Lump sum payments for injury or disease shall be retained by the employee.
- (c) After exhaustion of the sixty (60) working day leave as granted above, an employee may then continue to use his own personal sick leave or elect to receive normal coverage provided by the Insurance Carrier of the Employer.
- (d) To be eligible for paid leave for the first sixty (60) days of a compensable illness or injury under section 10.1.1 of the agreement, the employee must cooperate with the City regarding Worker's Compensation and with the case management personnel.

10.1.2 The Employer shall grant leave of absence without loss of pay to an employee if there has been a death in the employee's, immediate family, provided:

- (a) As used in this paragraph, "immediate family" includes only spouse, child, step-child, parent, grandparent, grandchild, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law and a person occupying the position of a parent or spouse, of the employee or his spouse.
- (b) The employee attends the funeral; and
- (c) Only the employee's regularly scheduled working days which are within four (4) calendar days of the funeral shall be granted as days of leave and not more than five (5) regularly scheduled working days shall be granted as days of leave for each death in the employee's immediate family.

10.1.3 Maternity leave shall be granted employees as provided in section 22.1, Chapter 2 of the attendance rules of the New York State Civil Service Law, and any amendments thereto. This section



reads as follows:

§22.1 Leave of absence; duration

a) A permanent employee, or an employee holding a position by permanent or temporary appointment, who requests leave because of pregnancy or childbirth, may, in the discretion of the appointing authority, be granted a leave of absence, without pay, for a period not exceeding two years. Such leave may be extended beyond two years, for periods aggregating not in excess of an additional two years, only with the approval of the Civil Service Commission. In an exceptional case, a further extension may be permitted by the commission for good cause shown and where the interest of the government would be served. For the purpose of this Part, time spent in active service in the military forces of the United States or of the State of New York shall not be considered in computing the period of leave.

(b) This section shall not be construed to require the extension of any employment beyond the time at which it would otherwise terminate by operation of law, rule or regulation.

10.1.4 On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court, or body, an employee shall be granted a leave of absence with pay with no charge against leave credits; provided, however, that this paragraph shall not apply to any absence by an employee caused by [such appearance if he is a party. Jury duty and witness fees shall be offset against such pay. Such fees shall not include food, lodging, travel or mileage allowances. The employee shall furnish a written statement showing the days of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day.

10.1.5 Pursuant to Military Law, Section 242, the employer shall grant leave of absence to an employee who is ordered to perform military duty in the service of the United States and such duty shall be performed for a period or periods not exceeding a total of thirty (30) days in any one calendar year. Such employee shall be paid his salary or other compensation as such for any and all periods of absence while engaged in the performance of such ordered military duty and while going to and returning from such duty not exceeding a total of thirty (30) days in any one calendar year and not exceeding thirty (30) days in any one continuous period of such absence.

10.1.6 The Employer shall grant leave of absence without loss of pay to an employee designated by the Union to attend local, state or interstate conferences or conventions sponsored by organizations with which the Union is affiliated, provided:

- (a) No more than three (3) employees are on leave for this purpose at the same time;
- (b) Not later than five (5) calendar days in advance of the first day of the requested leave, the Union has given official notice of the name of the employee so designated, the beginning and ending dates of their requested leave, and the specific purpose of the requested leave; and

- (c) Not more than a total of twelve (12) days of leave (whether granted to one employee or more than one employee) for this purpose shall be granted during any year of this Agreement. Such leave may be taken in units of 1 day or days or in one-half day units.
- (d) A written request by the employees or OPEIU shall be submitted to the employer on the form shown in Appendix F, hereby incorporated by reference.

11. Benefits

11.1 Insurance

11.1.1 The Employer shall provide and pay for a life insurance policy for each employee as follows:

- (a) The Employer shall provide and pay for a life insurance policy for each employee with a death benefit of \$50,000.
- (b) The City shall pay life insurance coverage for twelve (12) months when on leave of absence without pay, for health related causes only.
- (c) The City shall provide and pay for a ten thousand (\$10,000) dollar life insurance policy for retired members.

11.1.2 (a) The City shall provide for the following health insurance programs

- (1) The plan shall have a level of benefits equivalent to the BC/BS POS 201/201 Plus Plan with a \$0/\$20/\$40 three-tier prescription co-pay. (Summary of benefits attached hereto as Appendix "J".)
- (2) The parties agree that the employer shall have the right to select an alternate insurer to provide equal or better coverage.
- (3) i. For those employees opting for the Blue Cross/Blue Shield POS 203/203 Plus Plan or the Blue Cross/Blue Shield POS 204/204 Plus Plan the City will contribute the equivalent of fifty percent (50%) of the difference between the premium of the "core" POS 201/201 Plus Plan with the \$0/\$20/\$40 three-tier prescription co-pay and the premium of the chosen plan into the HRA 105-h account. The HRA 105-h contributions will be made by the City to coincide with the initial start date of the agreed upon health plan.  
  
ii. In addition, the City will notify the Union President and Vice President of the dollar amount of the City HRA 105-h contribution ten (10) days prior to the initial open enrollment period and 10 days prior to the open enrollment period in all

subsequent years thereafter.

iii. In each open enrollment period, employees will have the choice between one of the three (3) above referenced plans, and will have the opportunity to switch options during subsequent annual open enrollment periods.

iv. The City shall establish and maintain a Health Reimbursement Account consistent with Section 105-h of the Internal Revenue Code pursuant to which employees may be reimbursed for qualifying medical expenses. Dollar amounts in an employee's Health Reimbursement Account will continue to rollover without any cap of unused funds.

- (b) Employees of the bargaining unit shall contribute by way of payroll deduction the following percentage of monthly premiums for the health insurance program, with the City contributing the remaining portion of the monthly premiums, based on the number of years as an employee of the City.

Employees with fifteen (15) or more years of service with the City shall pay 10%;

Employees with more than ten (10) years, but less than fifteen (15) years with the City shall pay 15%;

And Employees with less than ten (10) years with the City shall pay 20%.

11.1.3 (a) Medical insurance for retirees pursuant to the following plan:

The Employer will permit any employee who is a member of the hospital and medical plan provided herein at the time of their retirement to retain membership in said plan and retain the \$0 \$20/\$40 three-tier co-pay drug prescription plan after retirement, with the City paying a percentage of the full cost thereof based upon the retiree's years of service with the City as provided for in the following schedule:

Years of Service At Retirement Date	Percentage of Premiums Paid by City
5 but less than 15	50%
15 but less than 20	75%
20 or more	<b>100% *</b>

Retirees shall remain with the above insurance until the retiree or his spouse reaches the Medicare eligibility age, at which point they shall move to a plan equivalent to the Senior Blue 799 Standard Plan. The retiree or spouse who is under the Medicare eligibility age will remain in the prior plan until said person reached the Medicare eligibility age, at which point said person shall move to a plan equivalent to the Senior Blue 799 Standard Plan. The City will pay the cost of Medicare Part B

coverage applicable to the retired Medicare enrollees.

**\* For employees hired by the City of North Tonawanda after the signature of the 2019-2023 contract, the Employer will pay 90%.**

(b) Should a retiree obtain alternate coverage equal to the coverage provided by the City or be covered by coverage his/her spouse may acquire, he shall no longer be eligible for coverage under the City Plan, as stated in the above. Should the retiree lose such alternate coverage, he shall be automatically reinstated to the plan as provided for in this section.

(c) Upon death of a retiree, the retiree's spouse may retain membership in the City's Group Plan with the cost of a single plan under the HMO being paid for in full by the City until the death of the spouse, **except that employees hired by the City of North Tonawanda after the signature of the 2019-2023 contract, the Employer will pay 90%.**

(e) In the event any member of the collective bargaining unit dies during service, the employer shall continue to provide comparable health coverage to the surviving spouse for the remainder of the surviving spouse's life. Said comparable lifetime coverage shall continue unless and until the surviving spouse becomes eligible for equivalent health coverage through an employer or remarries.

f) Retirees pursuant to this agreement shall be eligible for coverage as is presently maintained by the city and any additions made by the city in future contracts shall automatically apply to persons retiring pursuant to this agreement.

11.1.4 The employer shall provide and fully fund a Dental Service Insurance Plan through the Civil Service Employees Association Benefit Fund. The terms of such coverage shall be as provided in the CSEA Benefit Fund Plan, hereby incorporated by reference.

11.1.5 The employer shall provide an Optical Insurance Plan applicable to employee's spouses, and dependent children through the age of 25 years if child is a full-time student, as follows:

a) The City shall tender an amount of four thousand dollars (\$4,000.00) each year to the OPEIU to be used toward the payment of optical bills as set forth herein. Any excess remaining in said account shall be applied toward the payment of optical bills as set forth herein, in future years pursuant to the continuing administration of this optical plan.

b) Administration of the plan shall take place the January following each year for the optical bills submitted for the prior calendar year. This means that for the last year of this contract this section shall remain in effect until the administration, during the January following of this part of the contract being known as the "Optical Self-Insurance Plan". The total administration of this plan shall be performed by OPEIU subject to the following conditions:

1) OPEIU shall establish an account for the sole purpose of receipt and disbursement

of such funds for the purposes as set forth herein.

- 2) The City reserves and retains the right to audit and inspect any and all records pertaining to the receipt, disbursement and administration of such funds at their discretion upon reasonable notice during the duration off this plan.
  - 3) OPEIU hereby waives the right to request further increases in the annual appropriation of four thousand dollars (\$4,000.00) until such time as any surplus in this fund has been totally depleted at the expiration of the term of this Agreement.
  - 4) Should OPEIU and the Employer agree to discontinue this plan, any excess funds remaining in said special bank account shall be returned to the City for application to any successor optical insurance plan, the parties may mutually agree upon, if any, however, nothing herein shall obligate the parties to institute a successor plan without further negotiation. If no successor plan is negotiated, the funds shall be returned to the City.
- c) Any bills covered under other insurance plans shall not be covered under this section.
- d) All optical bills not under restrictions as listed below are to be submitted at one hundred percent (100%) from the stated bill subject to reimbursement pro-rating and limits.
- e) Should the total bills of all covered employees and their dependents come to more than the amount in the account, then all the bills shall be paid on a pro-rata basis.
- f) UNRESTRICTED CATEGORY: Unrestricted category of coverage shall be coverage for one eye examination per year and one pair of regular eye glasses or regular contacts per year. Eye examination not to exceed fifty dollars (\$50.00). Regular eyeglasses or regular contacts per year not to exceed three hundred dollars (\$300.00). Should the bills of all covered employees and their dependents come to less than the amount of the account, then all bills not under restrictions shall be paid one hundred percent (100%). The following items under restriction shall be paid under a pro-rata basis, only if there is an amount left in the account after all the optical bills of all covered employees have been paid one hundred percent (100%) not under restriction.
- g) RESTRICTED CATEGORIES: OPEIU retains the right to lessen the restrictions or to adjust same as they see fit, after administration of the plan for the first year.
- h) CATEGORIES: (1) Additional eye examinations over and above the first eye examination per year not to exceed fifty dollars (\$50.00), (2) safety, glasses and/or sun glasses and/or second pairs of glasses or contact lenses not to exceed three hundred dollars (\$300.00) for covered employees, their spouses and dependents.

## 11.2 Retirement

11.2.1 The plan provided under the New York State Employee's Retirement System for the retirement of employees shall be the career plan (Section 75g), and improved career retirement plan (75-I), with the following additional benefits; Sections 41-j, 41-k, and 60-b of the Retirement and Social Security Law and Section 243 of the Military Law for all employees covered under this Agreement. The plan provided under the New York State Employee's Retirement System for the retirement of the Fire Chief **and Police Chief** shall be Section 384-E with additional 1/60<sup>th</sup> and 302-9 (D) and 341-J benefits, and any other retirement enhancements given under the union contract to the Fire Department **and Police Department**.

## 11.3 Longevity

11.3.1 Longevity shall be paid to all employees on the basis of the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF LONGEVITY PAYMENT</u>
More than 7, but less than 10 years	<b>\$1,100</b>
More than 10, but less than 15 years	<b>\$1,320</b>
More than 15, but less than 20 years	<b>\$1,540</b>
More than 20, but less than 25 years	<b>\$1,870</b>
More than 25 years	<b>\$2,090</b>

Payment of longevity shall be made in one lump sum and **shall be paid to the employee at the first pay period each year after the employee's anniversary date. Any employee who will have completed required longevity service on or before his/her anniversary date of any year shall be entitled to the longevity payment.** In determining who shall be eligible for longevity at the establishment of the longevity program, all employees covered by this Agreement shall be credited with the total years of service to the City of North Tonawanda continuous and non-continuous combined. Any employee hereafter entering the employ of the City shall accrue longevity only for continuous service to the City of North Tonawanda. Any employee hereafter leaving the service of the City on a lay-off, leave of absence, or because of employment connected disability for a period not exceeding one (1) year shall be considered as having continuous service when such employee returns to the employ of the City except that such period of leave shall not be counted as part of the total service period. Any employee entering the military service for any period of time and returning to the employ of the City shall be considered as having continuous service when such employee returns to the employ of the City except his actual military service shall not be counted as part of the total service period.

To qualify for longevity payment in the year the employee leaves the City services, the employee shall be actively employed on the anniversary of his initial employment date. Unused sick days cannot be used to extend service time to the employee's longevity pay for the purposes of receiving longevity payment.

#### 11.4 Waiver of Medical Insurance

11.4.1 Definitions – the following terms as used in this Article shall have the indicated meaning.

- (a) "Medical Insurance" – shall be defined as to mean Blue Cross coverage and for any other medical coverage through a health maintenance organization such as Independent Health.
- (b) "Cost of Coverage" – shall be defined as the invoice dollar amount from the primary carrier for medical coverage for the individual employee and/or his family if family coverage is provided.
- (c) "Employee" – shall be defined, for purposes of this Article, Article 11.4 Waiver of Medical Insurance, as follows:

An eligible employee shall be an employee who is eligible for and actually has procured through his or her spouse medical insurance as herein defined. Said employee shall be required to furnish proof of coverage through his spouse's plan, if requested by the employer.

11.4.2 Employees wishing to waive the cost of medical coverage would be eligible to receive one-half ( $1/2$ ) of the cost of this coverage, or **four thousand dollars (\$4,000.00)**, whichever is lower, for the period of January 1 through December 31 in their paycheck on the first pay day in December, as a modification to wages (subject to taxes). This amount, one-half ( $1/2$ ) of the cost of coverage or **four thousand dollars (\$4,000.00)** whichever is lower, would be pro-rated over a year when an employee is hired or terminated, or requires the immediate reinstatement of coverage due; to the hiring or termination of their spouse, dependent upon the number of months actually waived. For purposes of this section, the figure of **\$4,000.00** calculates out to **\$333.33** per month, which shall be the maximum amount due for each month of waived coverage.

11.4.3 Any employee desiring to waive this coverage shall be required to sign the attached form Appendix H by December 1<sup>st</sup> of the preceding year for the succeeding calendar year January 1<sup>st</sup> through December 31<sup>st</sup> of each and every year. Any employee who waives said coverage and then desires to reinstate coverage shall, have to sign the Waiver of Cash Payment Form Appendix I and submit same by December 1<sup>st</sup> to reinstate coverage January 1<sup>st</sup>. Any employee who is in need of coverage after having waived same due to the death of a spouse or the termination of spouse's coverage, shall be eligible to reinstate same pursuant to the adopted policy and procedure of the medical insurer.

## 11.5 Deferred Compensation

11.5.1 Effective January 1, 1999, employees are eligible for and may participate in the State approved deferred compensation plan adopted by the City pursuant to Section 457 of the Internal Revenue Code.

## 11.6 Cafeteria Plan

11.6.1 Effective January 1, 1999, employees are eligible for and may participate in the "Cafeteria Plan" adopted pursuant to Section 125 of the Internal Revenue Code that is offered by the City.

## 11.7 Direct Deposit

11.7.1 Effective January 1, 1999, employees are eligible for and may participate in a payroll direct deposit bank plan, available to City employees.

## 11.8 Employee Assistance Program

11.8.1 On occasion, everyone has personal problems. Usually these problems are resolved with the support of relatives and close friends. But sometimes, you or members of your family may find that you would benefit from the assistance of a trained counselor. It is for this reason that the City herein provides an Employee Assistance Program (EAP) to employees and family members who may need help with personal or behavioral problems.

### 11.8.2 Provisions:

- 1) Eligibility. This EAP is available to employees and their household members.
- 2) Benefits. Through this program, confidential advice and short term counseling are provided for eligible employees and members of an employee's family who request it, or for an employee who is referred by his/her supervisor. Common problems addressed through counseling include alcoholism, drug abuse, financial difficulties, family tensions and conflicts with co-workers. The privacy of employees and their family members is protected at all times. The City is not informed when anyone seeks assistance, unless the individual so requests.
- 3) Costs. The cost of the Employee Assistance Program is fully paid by the City. Employees are responsible for the costs of long term help. However, in many cases, the cost for long term help is covered by the City's group health insurance program.



## 12. Drug Free Work Place

12.1 OPEIU agrees its members may be required to submit to medically accepted random testing to determine whether he/she is using a controlled substance in violation of federal or state law. OPEIU further agrees its members may be required to submit to medically accepted breath alcohol testing when there is reasonable suspicion that its member(s) is using or is impaired through the use of alcohol unlawfully during work hours.

12.2 OPEIU supports the adoption and implementation by the City of a Drug Free Work Place Policy that is in conformance with the Federal Drug-Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991 and the guidelines of the New York State Office of Alcoholism and Substance Abuse Services.

12.3 Inasmuch as compliance testing is only one parameter of a Drug Free Work Place Program, testing will not be instituted until such time as the City has reduced its Drug Free Work Place Policy to writing and adopted and implemented it.

## 13. Miscellaneous

13.1.1 The present practice with regard to starting and quitting times, lunch periods and rest periods may not be change except after consultation between the employer and OPEIU. Should the employer wish to institute a change in the present practice with regard to same, the employer is obligated to give two weeks written notice before said change, and to schedule a meeting within one week with the union negotiating committee, or representative of the union, and as the result of said consultation meeting, the employer shall then give one week written notice to the union prior to the first date upon which said change becomes effective.

13.1.2 Each employee shall have the right to be actively involved in the interviewing and selecting of personnel to be placed under his/her supervision. All employees are required to complete the City of North Tonawanda Personnel Requisition Form (see Appendix J) prior to the interviewing and selection of any employees under his/her supervision.

### 13.2 Provision of Adequate Transportation for Employees

13.2.1 An employee shall be provided with adequate vehicular transportation in order to perform his/her duties.

13.2.2 An employee who performs work beyond the normal workday shall be provided with the option of having a City vehicle assigned to him/her that can be taken home with him/her or of being compensated for use of his/her personal vehicle at the rate set by the Internal Revenue Service.

13.2.3 An employee during the normal workday shall be provided with an adequate City vehicle to perform his/her duties. If a vehicle is not conveniently available, he/she shall use his/her personal vehicle and be compensated at the rate set by the Internal Revenue Service.

### 13.3 Personnel Records

13.3.1 Personnel Records. All employees covered by this Agreement shall have the opportunity of reviewing their personnel file maintained by the City Attorney's Office and the Personnel Department of the City of North Tonawanda. This file shall contain their personnel application, evaluations, and all letters of commendation, reprimand, suspension, and any and all actions that have taken place during his employment with the City of North Tonawanda. An authorized union representative or representatives authorized by the individual employee and with his written permission shall be allowed to review an employee's personnel file, in the filing and/or processing of a specific grievance. A copy of any document dealing with discipline or job evaluation shall be forwarded to the employee concerned within ten (10) workdays of its being placed in or released from said employee's personnel file.

13.3.2 Ordinarily any reprimand that is ninety (90) days old will not be used against an employee for disciplinary purposes, however, such reprimands may be referred to in order to indicate a pattern of poor employee performance.

## 14. Education Policy

14.1.1 There is hereby established an Education Committee consisting of the following members: the City Attorney and a Union Representative or the applicant himself.

14.1.2 Such committee shall review any such course or courses for which an applying employee shall seek tuition reimbursement from the City. Application shall be made on the attached Appendix I, hereby incorporated by reference. Photocopies of receipts for books and tuition, proof of successful completion and of the employee's duty statement shall accompany such form. Where it shall also be necessary and available, brief course descriptions submitted. Such committee shall decide on whether or not such lessons or courses will lead to job proficiency.

14.1.3 Upon an applying employee's request and prior approval by the Common Council, members of the Union attending duly recognized courses in college or technical schools leading to proficiency in the performance of their duties, in the judgment of the education committee, shall upon successful completion of such: course or courses, be reimbursed by the City of North Tonawanda for any sums advanced by such employee for tuition and books required for the completion of such course.

14.1.4 Reimbursement shall be proper only for individual courses which are found by the committee

to increase job proficiency. Reimbursement shall be only for such individual courses and not for an entire degree program.

14.1.5 The City shall provide books, tuition, and fees to any employee taking courses required to maintain their licenses, provided such licenses are necessary to maintain city employment. If courses are available only during normal working hours, the employee shall be allowed to attend said courses without loss of pay.

14.1.6 In those departments having established mandatory training programs, attendance at same by employees requiring said training is mandatory regardless of the fact that said training is offered at times when the employee is not otherwise required to be, at work due to the fact that he works a different shift. Employees attending said mandatory training sessions shall be credited with compensatory time which shall be used within the calendar year it is accrued.

14.1.7 Upon approval by the employer, the employee may be granted leave without loss of pay to attend professional meetings, conferences and workshops. Expenses incurred while in attendance shall be paid by the employer.

## 14.2 PROFESSIONAL IMPROVEMENT PROGRAM

### 14.2.1 Purpose and Use

- (a) A program for the purpose of providing opportunities for professional self-improvement shall be offered by the Employer. It is intended that such a program will result in increasing the individual's value as an employee in the City.
- (b) Employees shall have an opportunity to participate in a professional improvement program. This program shall involve short-term activities that have a direct relationship to upgrading and improving the skills of the employees in their current employment capacities. Such activities may be related to but, not limited to the following areas:

Workshops, conferences, visitations, independent study and/or research program development and/or purchase of materials and other professional activities beneficial to the employee.

### 14.2.2 Application

- (a) Time for Submission: Applications for Professional Improvement activities shall be submitted thirty (30) days prior to the initiation of an activity or less under extenuating circumstances.
- (b) Application to the Common Council: Applications shall be made in writing directly to the Mayor and shall give detailed information regarding the activity and the direct relationship it will have to upgrading or improving the skills of the employee in their

current employment capacity.

#### 14.2.3 Review and Selection

- (a) P.I.P. Committee: A Professional Improvement Program Committee consisting of the Common Council President and two OPEIU employees shall review all applications.
- (b) Common Council Selection: The Common Council President shall select the recipients.  
Rejection of any Professional Improvement Program shall not be subject to any grievance procedure.

#### 14.2.4 Length of Professional Improvement Program Leaves

- (a) Proposals for professional improvement activities may call for employees to be absent for up to but not to exceed ten (10) consecutive workdays except in extenuating circumstances.
- (b) Any basic change in professional improvement plans shall have the consent of the Common Council President.

#### 14.2.5 Professional Improvement Program Regulations and Conditions

- (a) The employer shall be responsible to continue the salary of the employees while involved in a Professional Improvement Program.
- (b) Any financial benefit received by an employee while involved in a Professional Improvement Program shall be returned to the employer less meals, travel, and lodging. Such expenses shall be logged and dated with pertinent receipts. Such records shall be made available to the Mayor on demand or at the completion of the Professional Improvement Program.
- (c) Applicants shall be given written notice from the employer of acceptance or rejection within twenty (20) calendar days after the receipt of the report. Priority will be given to those programs that best serve the interests of the City.
- (d) An employee shall be limited to one professional activity annually under this program.
- (e) An employee who is involved in a Professional Improvement activity shall present a report to the Mayor on his/her accomplishments within 30 days of the termination of the activity. This report should emphasize the direct application of the products of the leave to the employee's employment responsibilities.

## 15. Work Schedule

15.1.1 An OPEIU employee who manages a Department whose employees normally work thirty-five (35) hours per week is not expected to work beyond forty (40) hours a week typically. An OPEIU employee who manages a Department whose employees normally work forty (40) hours a week is not expected to work beyond forty-five (45) hours a week typically. The Employer does not expect OPEIU employees to routinely or continuously exceed these work hour amounts. These above stated expectations shall not relieve employees of duties and responsibilities which fall outside of office hours.

15.1.2 An OPEIU employee shall be granted the opportunity of accumulating his/her hours worked in excess of the normal thirty-five (35) or forty (40) hour workweek, **at the Time and 1/2 rate**, up to a maximum of 150 hours. Such time may be taken off from work on a one hour for one-hour basis. **Employees may cash in up to 70 hours per year at any time during the year. Employees shall submit a bi-weekly Compensatory Time report to the Mayor.**

Any such remainder of accumulated time shall be paid as cash value at time of separation from the employer based on the most recent salary level at the time of retirement (separation).

## 16. Labor/Management Committee

16.1.1 Both parties agree to a labor/management committee for reviewing improving cooperative working arrangements between the parties. This committee shall meet a minimum of twice per year unless mutually agreed to otherwise and may establish sub-committees as it deems necessary. Both parties further agree that this committee shall meet to review and give recommendations to their respective parties on the subject of upgrading certain positions within the bargaining unit. These recommendations shall be given within one year of the execution of the contract.

**16.1.2 It is agreed that, if the Mayor perceives that there may be a problem with any of the members due to any complaint the Mayor receives or a problem that is brought to his attention, the first course of action will be to schedule a meeting to fully discuss the entire subject matter. This meeting will include the member in question, the North Tonawanda Local 153 president, the OPEIU Local 153 Business Agent and others who may be designated by the Mayor or the Business Agent.**

**It is the intent of the parties to make every effort to resolve any workplace disputes at the lowest possible level, prior to the issuance of discipline or the initiation of a grievance.**

**The parties shall also utilize Article 16.1.1 of the Collective Bargaining Agreement, via Labor/Management meetings and/or the establishment of necessary sub-committees to improve cooperative working arrangements between the parties.**

IN WITNESS WHEREOF, the duly authorized representatives of the parties have subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, **2019.**

SEAL

FOR THE CITY OF NORTH TONAWANDA

\_\_\_\_\_  
Arthur G. Pappas, Mayor, City of North Tonawanda

FOR THE CITY OF NORTH TONAWANDA  
UNIT, OPEIU LOCAL 153

\_\_\_\_\_  
Barbara Klenke, Unit President

\_\_\_\_\_  
Robert J. McLennan  
Office & Professional Employees International Union,  
Local 153, Western New York Business Agent

APPENDIX K  
2015 Forever Blue PPO 799 Standard Benefits Sheet

## 2015 Benefit Summary

Forever Blue PPO 799 Standard Employer Group  
City of North Tonawanda Retirees 799 00409741

		In-network	Out-of-network
Mental health/ chemical dependence services	Mental health (inpatient, 190-day lifetime limit)	\$100	20%
	Mental health (outpatient)	\$40	30%
	Mental health (with psychiatrist)	\$20	30%
	Alcohol substance abuse (inpatient)	\$100	20%
	Alcohol substance abuse (outpatient)	20%	30%
Vision	Routine vision exam	\$15	\$20
	Medical vision exam	\$15	\$20
	Vision discount	Vision Plus Program	n/a
	Allowance (lenses and frames)	\$75 annual allowance	
Hearing	Routine hearing exam	\$15	\$20
	Hearing aids	\$300 annual allowance	n/a
Dental	Dental discount (cleanings)	\$75 annual allowance	
Supplies, equipment, devices and education	Durable medical equipment	20%	30%
	Prosthetics	20%	30%
	Diabetic supplies	20%	30%
	Diabetic education and training	\$0	\$20
Fitness program	SilverSneakers® – must use participating facilities	\$0	n/a
General product information	Deductible	n/a	
	Out-of-pocket maximum	\$3000	

The benefit information provided is a brief summary, not a complete description of benefits. For more information, contact the plan. Limitations, copayments, and restrictions may apply. Benefits, formulary, pharmacy network, provider network, premium and/or copayments/coinsurance may change on January 1 of each year. BlueCross BlueShield of Western New York is a Medicare Advantage plan with a Medicare contract and enrollment depends on contract renewal.

A division of HealthNow New York Inc., an independent licensee of the BlueCross BlueShield Association.

Product ID: Forever Blue Medicare PPO 799 Plan 11 3E253271, 1X253337

Ref ID:  
EG113

# 2015 Benefit Summary

Forever Blue PPO 799 Standard Employer Group  
City of North Tonawanda Retirees 799 00409741



To learn more, call 1-855-215-9237 (TTY 711). We're available:

October 1-February 14	8 a.m. to 8 p.m., 7 days a week
February 15-September 30	8 a.m. to 8 p.m., Monday-Friday

		In-network	Out-of-network
Physician and other health professional services	Primary doctor	\$5	\$20
	Specialist	\$15	\$20
	Radiation therapy	\$15	\$20
	Podiatry	\$15	\$20
	Emergency room (waived if admitted)	\$50	\$50
	Urgent care (waived if admitted)	\$50	\$50
	Ambulance	\$25	\$25
Preventive services	Bone mass measurement	\$0	\$20
	Colorectal screening	\$0	\$20
	Immunizations	\$0	\$20
	Pap smear	\$0	\$20
	Prostate cancer screening	\$0	\$20
	Routine mammography screening	\$0	\$20
	Routine physical	\$0	\$20
Hospital, home health care, and skilled services	Hospital (inpatient)	\$100	20%
	Outpatient surgery facility	\$35	\$50
	Home health care	\$0	\$10
	Skilled nursing facility (100 days per benefit period)	\$100	20%
	Dialysis	\$0	\$0
Laboratory and X-ray services	Laboratory testing	\$0	\$20
	X-rays	\$15	\$20
	MRI, MRA	\$15	\$20
Prescription drugs	Prescription drug (Rx)	\$0 / \$10 / \$20 / \$40 / \$40	
	Mail order (2 copays per 90-day supply)	\$0 / \$20 / \$40 / \$80 / \$80	
Rehabilitation services	Physical, occupational, and speech therapy	\$15	\$20
	Chiropractor	\$15	\$20
	Cardiac rehab	\$15	\$20

Product ID: Forever Blue Medicare PPO 799 Plan 11 3E253271, 1X253337

Ref ID:  
EG113



111.

MAR 05 2019

**Matthew Parish**  
**North Tonawanda Clerk/Treasurer**

---

North Tonawanda Common Council  
216 Payne Ave.  
North Tonawanda, NY 14120

**RE: Cell Phone/ Electronic Communication Device Policy**

Honorable Council:

Enclosed is a request to establish a policy regarding the use of cell phones and other electronic communication devices during Common Council meetings and workshops.

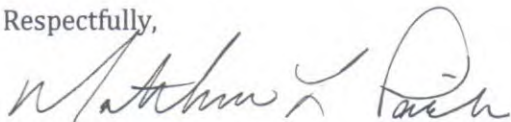
As you are in the process of establishing proper parliamentary procedures and clarifying some current policies regarding attendance, agenda item submission, etc. I believe that the issue of meeting decorum, specifically, the usage of cell phones and all other non-city issued communication devices should be addressed. I have observed that the use of cell phones and other electronic communication devices has been prevalent throughout the Council meetings and workshops. I feel that this practice is neither appropriate nor necessary.

I am of the opinion that elected officials, as employees of the taxpayers, and citizens of North Tonawanda should be one hundred percent present and engaged during meeting discussions. As law makers and elected officials, you are expected to make informed decisions in the best interest of the city. I believe that such decisions can be made only if the individuals making them are actively participating in the topics being discussed. I am also of the opinion that an individual cannot be fully engaged in a discussion if he or she is constantly distracted by their cell phone or other electronic communication device.

I am requesting that the council establish a policy prohibiting the use of all non-city issued electronic communication devices including, but not limited to; cell phones, tablets (excluding city issued i pads), apple watches, fit bits, etc. If an individual is observed using an electronic communication device during a meeting or workshop they may be subject to disciplinary action at the Mayor's discretion.

I appreciate your consideration on this matter.

Respectfully,



Matthew L. Parish  
North Tonawanda Clerk/Treasurer

RECEIVED  
CITY CLERK'S OFFICE

2019 FEB 28 PM 8:11  
NORTH TONAWANDA NY



**City of North Tonawanda**  
**Department of Engineering**  
 City Hall, 216 Payne Avenue  
 North Tonawanda, NY 14120-5493  
 www.northtonawanda.org

N.

**Dale W. Marshall, P. E.**  
*City Engineer*  
 Phone: (716) 695-8565  
 Fax: (716) 695-8568

February 26, 2019

**MAR 05 2019**

Honorable Arthur G. Pappas, Mayor  
 and Common Council Members  
 City Hall  
 216 Payne Avenue  
 North Tonawanda, New York 14120

**Re: Project 2017-01 Fifth Avenue Storm Sewer Separation Project  
 Award of Contract**

RECEIVED  
 CITY CLERK'S OFFICE

Dear Honorable Body:

2019 FEB 27 AM 10:04  
 NORTH TONAWANDA NY

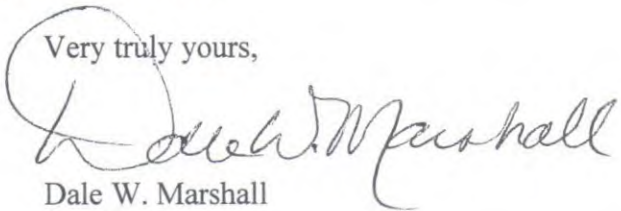
On February 26, 2019, nine (9) bids were received and opened by the City Clerk for the Fifth Avenue Storm Sewer Separation Project. The results are as follows:

Base Bid:

1. <b>NFP and Sons, Inc.</b>	<b>\$111,438.00</b>
2. New Frontier Excavating and Paving Inc.	\$138,450.00
3. 4 <sup>th</sup> Generation Construction Inc.	\$148,340.00
4. Mar-Wal Construction Co. Inc.	\$151,880.00
5. Scott Lawn Yard	\$169,434.00
6. Nova Site Co, LLC	\$177,000.00
7. Mark Cerrone Inc.	\$188,992.00
8. Occhino Corp.	\$193,500.00
9. Pinto Construction Services, Inc.	\$228,642.00

The Engineering Department has reviewed the bid results and are recommending award of the Contract. Accordingly, I respectfully request that the Common Council award the Fifth Avenue Storm Sewer Separation Project to NFP and Sons, Inc. 7311 Ward Road, North Tonawanda, NY 14120, at their low Base Bid amount of \$111,438.00; authorizing the Mayor to sign said contract subject to review by the City Attorney.

Very truly yours,

  
 Dale W. Marshall  
 City Engineer

DWM:cls

Cc: file  
 Luke A. Brown, City Attorney  
 Mark Zellner, Superintendent of Public Works  
 Amanda Reimer, City Accountant  
 Josh Prezioso, NFP and Sons Inc.

VII.

AMANDA REIMER  
CITY ACCOUNTANT  
JENNIFER CRESS  
PAYROLL PERSONNEL SPECIALIST  
SHERI GAMPP  
JUNIOR ACCOUNTANT

# City of North Tonawanda

DEPARTMENT OF ACCOUNTING  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120

TELEPHONE: (716) 695-8545  
FAX: (716) 695-8573

MAR 05 2019

February 26, 2019

Honorable Arthur G. Pappas, Mayor  
and Common Council  
City Hall, 216 Payne Avenue  
North Tonawanda, New York 14120

Dear Honorable Body:

In accordance with Article V, Division 1, Section 5.002 and 5.003 of the City Charter, an Abstract Sheet, comprised of a Warrant of Claims, has been submitted by this office for your review and approval.

Accordingly, please authorize for payment, the current Warrant of Claims for Common Council audit, dated March 5, 2019, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Regards,



Amanda Reimer  
City Accountant

RECEIVED  
CITY CLERK'S OFFICE

2019 FEB 26 PM 1:53  
NORTH TONAWANDA NY



Department of Police

CITY OF NORTH TONAWANDA  
216 Payne Avenue  
North Tonawanda, N.Y. 14120-5491

  
TELEPHONE  
(716) 692-4111  
FACSIMILE  
(716) 692-4321  
EMERGENCY NO.  
9-1-1

MAR 05 2019

February 21, 2019

Honorable Mayor Arthur Pappas  
And the North Tonawanda Common Council  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Honorable Body,

I am hiring two Police Officer candidates to fill vacancies within the Police Department effective March 8, 2019.

The following candidates were selected from the current Niagara County Civil Service List of Eligibles for Police Officer which expires November 1, 2022.

<b>David L. Flores</b>	<b>55 Ganson Street</b>	<b>North Tonawanda, NY</b>
<b>Jeremiah T. Hussey</b>	<b>3636 Julie Court</b>	<b>North Tonawanda, NY</b>

A short swearing in ceremony will be held in the Common Council Chambers on March 8, 2019.

Respectfully,

Roger R. Zgolak  
Chief of Police

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CITY CLERK'S OFFICE  
2019 FEB 21 AM 9:06  
NORTH TONAWANDA NY

**NORTH TONAWANDA**  
**Dept. of Youth, Recreation, Parks & Seniors**

500 Wheatfield Street  
North Tonawanda, NY 14120  
Phone: (716) 695-8520  
Fax: (716) 695-8533



February 26, 2019

The Honorable Mayor Pappas and Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

RECEIVED  
CITY CLERK'S OFFICE

2019 FEB 27 AM 9:39  
NORTH TONAWANDA NY

Dear Mayor Pappas and Common Council,

As originally approved to move forward in seeking a grant for the development of a 4,000-5,000 square foot playground at Mayor's Park, we are excited to find ourselves on the third phase of approval for the Build It with KaBOOM! Grant.

At this point, I am requesting approval for the mayor to sign the letter of intent upon review and approval of the Community Partner Playground Agreement (draft attached) by the City Attorney. Approval and signature of this document is necessary to move forward with the final stage of the grant submission process.

Respectfully Submitted,

Alex Domaradzki  
Director of Youth, Recreation, Parks & Seniors



February 19, 2019

Dear applicant:

Congratulations on making it to the third round of the selection process for the *Build it with KaBOOM!* playground grant! Before moving your application to the fourth and final step in the process, your organization will need to submit the following:

- Signed Letter of Intent, which signifies full contract approval by your organization

At this stage in the selection process, KaBOOM! requires all applicants to review and approve the draft Letter of Agreement (contract). Please have your organization's authorized signatory and any other necessary parties review and approve the attached contract. Once this has been completed, the signatory must sign the Letter of Intent indicating that the contract is fully reviewed and approved and that your organization is prepared to sign an official contract within three business days of being awarded the Build it with KaBOOM! playground grant.

KaBOOM! cannot recommend your application to the Funding Partner until the contract has been approved. Please note that signing the Letter of Intent does not guarantee funding or approval. Rather, we are now able to move you to the final step in the application process.

If you are applying in partnership with one or more organizations, please have each partner sign a separate Letter of Intent. If you have questions about submitting a Letter of Intent for respective partners, please contact your Community Outreach representative.

This is a standard form contract and changes cannot be made. However, if your signatory or any other reviewers have any questions, please direct them to your Community Outreach representative.

We look forward to receiving your signed Letter of Intent.

Sincerely,

Colleen Coyne, Community Outreach Manager  
(O) 202.464.6410 (F) 202.659.0210  
kaboom.org

## KaBOOM! Letter of Intent

**By signing this document, I understand that if my organization is selected for a KaBOOM! project, my organization will (please initial each point):**

- \_\_\_\_\_ Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- \_\_\_\_\_ Fundraise \$8,500 USD toward the cost of playground equipment
- \_\_\_\_\_ Own and maintain the playground for its lifetime
- \_\_\_\_\_ Provide land and secure all necessary permits for construction of playground
- \_\_\_\_\_ Remove all existing playground equipment currently on site
- \_\_\_\_\_ Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- \_\_\_\_\_ Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- \_\_\_\_\_ Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- \_\_\_\_\_ Use equipment manufactured by Landscape Structures, Inc. and accept engineered wood fiber safety surfacing
- \_\_\_\_\_ Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage.
- \_\_\_\_\_ Recruit at least 15 community members, residents, and/or parents to participate in the Design Day and planning process
- \_\_\_\_\_ Recruit 30 volunteers from the community to participate in two preparation days and recruit 75 adult volunteers from the community to participate on Build Day
- \_\_\_\_\_ Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- \_\_\_\_\_ Build the playground through supervised volunteer installation
- \_\_\_\_\_ Accept liability for and maintain the playground upon build completion
- \_\_\_\_\_ Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- \_\_\_\_\_ Indemnify and hold harmless KaBOOM! and the Funding Partner
- \_\_\_\_\_ Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

**Signing this Letter of Intent signifies that all contract signatories have reviewed the draft contract and are prepared to sign a final contract within three business days of being awarded a KaBOOM! playground project. Please ensure that the person authorized to sign contracts signs below.**

Legal Name of Organization: \_\_\_\_\_

Name of Organization to Use in Media: \_\_\_\_\_

Name and Title of Signatory (please print): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signatory Mailing Address: \_\_\_\_\_

Contact information for person who should receive KaBOOM! Invoice:

Name:

Telephone number:

Mailing Address:

Email:



## COMMUNITY PARTNER PLAYGROUND AGREEMENT

February 19, 2019

KaBOOM!, Inc. (referred to herein as KaBOOM!) is pleased that «CP» (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and «FP» (referred to herein as the Funding Partner) in the construction of a new playground at «Site\_Name», «Site\_Address», «City», «State» «Zip» (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. **Obligations of the Community Partner.** The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
  - (a) **Fundraising.** In support of the Project, the Community Partner must contribute \$8500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).
  - (b) **Project Site.**
    - (i) **Ownership.** At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.
    - (ii) **Permits.** Prior to Build Day, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
    - (iii) **Preparation.** The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; (2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
    - (iv) **Safety and Security.** The Community Partner shall ensure the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
    - (v) **Maintenance.** Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project



planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KaBOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Playworld Systems, Inc. or Landscape Structures, Inc.

- (c) Design Day. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) Build Day. The Community Partner shall recruit 200 adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on «BD\_» and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.
- (e) Promotion: Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agrees that each of KaBOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOM! and the Funding Partner to secure media coverage for the Project.
- (f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be no greater than 14 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.
- (g) Playground Costs. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.
- (h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders,

employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

- (i) Insurance. The Community Partner (or such other appropriate entity to which KaBOOM! consents in writing) shall obtain and maintain from no less than seven (7) days prior to the Build Day and through the first anniversary of the Build Day, commercial general liability insurance (providing coverage against liability for bodily injury, death and property damage that may arise out of or be based upon the use of the playground) with a limit of not less than one million dollars (\$1,000,000) per occurrence. The Community Partner shall also obtain and maintain worker's compensation insurance policies with statutory limits for the state in which the work is performed for their volunteer employees. Within seven (7) days from execution of this Agreement, the Community Partner shall provide to KaBOOM! a copy of a certificate from its insurer indicating the nature, scope, duration and amount of insurance coverage, and naming KaBOOM! and the Funding Partner as additional insureds under such policy, which insurance shall be primary over any other insurance covering KaBOOM! and the Funding Partner and which policy shall provide that KaBOOM! and the Funding Partner be given at least thirty (30) days prior written notice of any change or cancellation of coverage.
- (j) Indemnification. The Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (k) Data and Reporting Requirements. The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.
- (l) Code of Conduct. The Community Partner shall establish, communicate and enforce a code of conduct for all participants in the Project's Build Day events. The Community Partner shall identify certain core standards that are expected to be included in the Community Partner's code of conduct.

## 2. Obligations of KaBOOM!

- (a) Playground Build. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
  - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
  - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.
  - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
  - (iv) Make available certain educational and promotional materials related to the Project.
- (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes

responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.

- (c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
  - (d) Website Listing. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.
  - (e) Post-Build Day. The Community Partner shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.
3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
4. Funding Partner Relations. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other

party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.

6. General Provisions. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

**NORTH TONAWANDA**  
**Dept. of Youth, Recreation, Parks & Seniors**

500 Wheatfield Street  
North Tonawanda, NY 14120  
Phone: (716) 695-8520  
Fax: (716) 695-8533



February 26, 2019

The Honorable Mayor Pappas and Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Dear Mayor Pappas and Common Council,

RECEIVED  
CITY CLERK'S OFFICE  
2019 FEB 27 AM 9:39  
NORTH TONAWANDA NY

Attached are specific requests that came into our office for use of our facilities. Each of the nonprofit organizations have asked for the Council to waive the permit fee for their event. After obtaining and reviewing the information for each event application our department has cleared the dates of usage for each respective request and are in favor of the waiving of the normal permit fee at your discretion. Justification for support of the waiving of the park fee is highlighted below.

In Good Company is a not for profit organization that will utilize our band shell to put on three evenings of a free play production for community viewing. Glory Be To Kids provides a monetary donation to our youth softball program each year that exceeds the rental payment for the pavilions requested. Purple Heart Ceremony & Marine Corps picnic are two distinguished military groups that the Raymond Klimek Veteran's Park was meant to recognize.

Respectfully Submitted,

Alex Domaradzki  
Director of Youth, Recreation, Parks & Seniors

**In Good Company Productions**  
**P.O. Box 25**  
**Tonawanda, NY 14151**  
**ingoodcompanyproductions.org**

Department of Common Council  
City Hall- Main Floor  
216 Payne Ave  
North Tonawanda, NY 14120

January 15, 2019

To Whom It May Concern:

Fourteen years ago, we started a not-for-profit local community theater group called In Good Company Productions in effort to produce shows that are performed in Niawanda Park every summer free of charge. Kids from 2 to 82 are welcome to bring their talents to the stage at no cost for them or their family. In Good Company is a truly unique organization. Our most important goal is to "help children gain confidence through theater". The children spend 6 weeks of summer rehearsing out doors in a safe family-friendly environment. Then the performances are magical. They make life long friendships, get free music and theater lessons, and have so much fun in the process. We are currently working on 2019 summer show plans. The summer of 2018 was extremely successful and everyone is really starting to get excited to get started on this summer's productions. Last summer we were thrilled to have been invited to extend our summer production dates to expand into North Tonawanda at the brand new stage at Raymond Klimek Veteran's Park.

In Good Company has grown each year, not only in the cast sizes and amount of audience members, but we have grown in the production expenses as well. Every year we have bigger sets, or we add to our sound equipment, we add lights, or smoke machines! Each year we strive to make or shows bigger and better than the previous year.

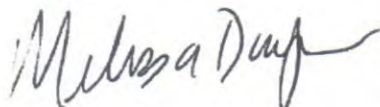
The purpose of this letter is to reach out to the Common Council of North Tonawanda to inquire about the possibility of waiving the rental fees and \$50 daily rental fee for usage of the stage and electricity at the bandshell. We are a 501(c) (3) organization. We were established in 2004. We are an ALL INCLUSIVE group. Every child who auditions for our shows is involved. We turn no one way. In Good Company has participants from all over Western New York ranging in all ages and backgrounds. There is NO cost to any of the participants in the shows which opens up the opportunity the participate to the entire community. We are an ALL volunteer organization. We do fundraisers as needed to cover our production costs, costumes, props, insurance, rights to shows, and other operating expenses.

If I can provide any additional information about our organization I would be happy to do so. I look forward to hearing from you.

Please feel free to call 716-408-7678 with any questions. Or, send an e-mail to [InGoodCompanyProductions@yahoo.com](mailto:InGoodCompanyProductions@yahoo.com).

Thank you in advance for your consideration.

Cordially,



Melissa Durfey  
President In Good Company Productions



*Serving WNY Children in need since 1981*

North Tonawanda City Council  
216 Payne Ave.  
North Tonawanda, NY 14120

January 15, 2019

**President**  
Mandy Lofft

**Vice President**  
Chris Snyder

**Secretary**  
Amy Strauss

**Treasurer**  
Diane Czajkowski

**Board of Directors**

**Chairman**  
Deb Goldpenny

Brian Lawrence

Mandy Lofft

Lorrie May

Robin Schulmeister

Mike Steffan

Jeanne Wantz

Dear Members of the North Tonawanda City Council,

The City of North Tonawanda has been instrumental in our fund raising efforts since 1981. We would ask the Council and Recreation Department to waive the usage fees for the following activities:

Pinewoods Park for the softball tournament draw on July 17, 2019  
Pinewoods Park for the 5K/Chowder Challenge on October 5, 2019

With the continued support of the City of North Tonawanda, Glory be to Kids would hope to achieve a goal of \$35,000 for Stones Buddies. Stone's Buddies provides a support system for patients coping with chronic and life-threatening illness.

Glory be to Kids appreciate, the Council's consideration to help us reach our goal.

Sincerely,

*Debra Goldpenny*

Debra Goldpenny  
Board Member  
Glory be to Kids

**Glory be to Kids, Inc.**

P.O. Box 1022 • North Tonawanda, NY 14120 • (716) 883-2269

Visit us at: [www.glorybetokids.com](http://www.glorybetokids.com)  
A 501 (C) 3 Corporation



NIAGARA COUNTY  
COUNTY CLERK'S OFFICE  
COURTHOUSE  
P.O. BOX 461  
LOCKPORT, NY 14095-0461

*JOSEPH A. JASTRZEMSKI*  
County Clerk

*WENDY J. ROBERSON*  
First Deputy County Clerk

(716) 439-7022  
(716) 439-7035 Fax

February 1, 2019

Mr. Alex Domaradzki, Director  
North Tonawanda Department of Youth, Recreation and Parks  
500 Wheatfield Street  
North Tonawanda, NY 14120

RE: WAIVER OF PERMIT FEES FOR VETERANS PARK

Dear Mr. Domaradzki,

I am enclosing the event application for the Niagara County Clerk's **Purple Heart** ceremony at Veteran's Park, being held on August 7, 2019 to honor Niagara County veterans.

This inaugural event will announce the "**Frank J. Gaffney**" Purple Heart Book of Honor, recognizing those veterans who were wounded in their service to our nation, and were awarded the **Purple Heart**.

I am requesting a waiver of the rental fee at Veterans Park for the purpose of conducting this important ceremony. Please contact me at 716-439-7026

Respectfully,

Joseph A. Jastrzemski  
NIAGARA COUNTY CLERK



February 21, 2019

To: Hon. Mayor Arthur Pappas & Common Council,

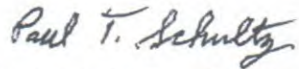
Re. Pavilion Request

Honorable Body:

The Conrad F. Kania Detachment of the Marine Corps League hereby requests a waiver of the fee normally charged to use the large pavilion behind our Monument located in the Raymond Klimek Veteran's Park on August 10, 2019 from 9:00am to 2:00pm for our summer picnic. We are expecting many Marines to attend this years picnic from the Western New York area.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Paul T. Schultz".

Paul T. Schultz, Commandant

XIX.

**City of North Tonawanda**  
216 Payne Ave.  
North Tonawanda, NY 14120-5446

MAR 05 2019



(716) 695-8595  
Fax (716) 695-8544

**Building Department**

To: Matthew Parish  
Treasurer  
FR; Robert C. Depaolo  
Electrical Inspector

January 18, 2019

Good morning,

I would like to submit the following change to the *Code of the City of North Tonawanda*, Chapter 36-16 B. I would like to add the minimum grade accepted to the ordinance. As presently written the ordinance requires only a passing grade, I would like to increase the minimum grade to 75%.

Since the results of the "Third Party" exams are accepted by all the local municipalities the local electrical inspectors would like to have a common passing grade to insure minimum regional competency.

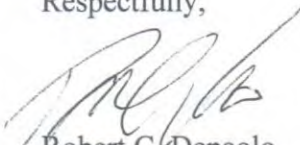
Proposed addition in red.

B.

A master electrician certificate shall be issued by the Building Inspector if a person has qualified for and passed an examination with a minimum grade of 75% as hereinafter required.

Thank you for your consideration in this matter.

Respectfully,

  
Robert C. Depaolo  
Electrical Inspector

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2019 FEB 27 PM 12:56  
NORTH TONAWANDA NY

XXV,

MAR 05 2019



www.ntparksrec.com

**NORTH TONAWANDA**  
**Dept. of Youth, Recreation, Parks & Seniors**

500 Wheatfield Street  
North Tonawanda, NY 14120  
Phone: (716) 695-8520  
Fax: (716) 695-8533

February 4, 2019

The Honorable Mayor Arthur Pappas  
And Common Council  
216 Payne Avenue  
North Tonawanda, New York 14120

Ladies and Gentlemen:

The following information is submitted for your perusal concerning participants in various programs offered at the Senior Citizen Center for the month of January 2019.

**Senior Center's Total Monthly Services      1,265**

**Unduplicated      396**

**Duplicated      869**

Program this month included but not limited to: Nutrition Program, Attorney Services, Bingo, General Membership Clubs, exercise program, speaker series, Niagara County Information & Referral & movie day.

Sincerely,

Pamela A. Hogan  
Recreation & Senior Coordinator

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2019 FEB 22 AM 11:15  
NORTH TONAWANDA NY

XXVI

MAR 05 2019

DEPARTMENT OF YOUTH, RECREATION AND PARKS										
CONSOLIDATED SICK DAY, VACATION DAY, PERSONAL DAY AND BIRTHDAY REPORT										
JAN/JARY 1, 2018 TO DECEMBER 31, 2018										
NAME	SICK DAYS			VACATION DAYS			BIRTHDAY & PERSONAL			
	FORWARDED	EARNED	USED	REMAINING	EARNED	USED	REMAINING	EARNED	USED	REMAINING
Anthony, Craig	189	12	5.5	195.5	25	15.5	9.5	5	5	0
Anthony, Derek	3	12	10	5	20	20	0	5	5	0
Cudzilo, Steven J.	194.5	18	12.5	200	25	25	0	5	5	0
Cudzilo, Steven P.	0	12	0	12	0	0	0	5	5	0
Domdaradzki, Alex	110	12		122	20	19.5	0.5	1	1	0
Hodgson, Jacob	16	12	0	28	11	11	0	5	5	0
Hogan, Pamela	109.5	12	9.5	112	25	25	0	5	5	0
Kern, Joshua	0	9	0	9	0	0	0	5	5	0
McCabe, Samuel	8	12	0	20	11	11	0	5	5	0
Rosart, Nicholas	0	12	0	12	0	0	0	5	5	0
Samol, Joseph	218.5	12	1	229.5	25	16	9	5	5	0
Tasner, Janice	129.25	12	9.25	132	25	25	0	5	5	0
Vollmer, Karen	189.25	12	5	196.25	25	25	0	5	5	0
Wuri, Mark	14.75	12	18.25	8.5	25	25	0	5	5	0



# City of North Tonawanda

Department of Community Development  
500 Wheatfield Street  
North Tonawanda, New York 14120  
716-695-8580  
716-614-0519 (fax)

XXXII

MAR 05 2019

February 21, 2019

Honorable Mayor and Common Council  
City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

Re: Local Initiative Support Corporation's Zombie Property Prevention grant 2.0

Dear Honorable Body;

The Local Initiative Support Corporation (LISC), a national not-for-profit working with New York State, is accepting applications for a Zombie Property Prevention 2.0 grant. North Tonawanda has been invited to apply for up to \$150,000 in grant funding.

The City previously received \$90,000 from LISC through the first round of Zombie Prevention grant funding and is completing those grant activities in the first half of 2019. Grant activities have included legal research into all North Tonawanda's vacant and zombie properties, numerous foreclosure prevention outreach events, multiple informational mailings to North Tonawanda homeowners at risk of foreclosure, foreclosure prevention counseling services, and a review of City codes and procedures regarding tax foreclosure.

This year's second round of funding is expected to be highly competitive and LISC is encouraging municipal partnerships and joint grant applications to foster collaboration between communities and more efficiently administer the grant funds. The City of Tonawanda has also been invited to apply for up to \$150,000 and given the numerous shared concerns between the two cities and similar housing characteristics and challenges, a joint application between the Cities of Tonawanda and North Tonawanda could be a strong candidate for funding.

North Tonawanda would intend to use the funding from a new grant award to continue many of the activities previously funded and assist residents facing home foreclosure. Additionally the funding could be used to conduct a detailed market analysis of homeownership, promote fair housing initiatives, additional trainings and educational workshops for city staff and the public, as well as potential technology upgrades for city departments.

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NORTH TONAWANDA NY

There is no matching funds requirement for this grant opportunity. While the application for funds would be joint with the City of Tonawanda, each municipality would receive a discreet amount of funds if awarded, potentially up to \$300,000.

At this time I respectfully request this Honorable Body consider authorizing the submission of a joint grant application with the City of Tonawanda for up to \$150,000 from the Local Initiative Support Corporation.

Thank you for your consideration.

Kindest regards,

A handwritten signature in black ink, appearing to read 'MZ', followed by a long horizontal line extending to the right.

Michael Zimmerman  
Director

CFO - A

MAR 05 2019

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2018 DEC 11 PM8:10  
NORTH TONAWANDA NY

December 11th, 2018

To: Honorable Mayor Papas & Common Council Members

City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

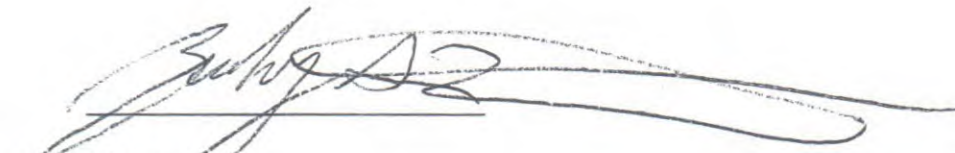
**Subject: Reappointment of Commissioner of Deeds**

Dear Honorable Body:

I, Zachary S. Niemiec, residing at 384 Robinson St. North Tonawanda, NY 14120, am hereby requesting to be reappointed as a Commissioner of Deeds for the City of North Tonawanda.

Sincerely,

Zachary S. Niemiec



(signature)

CFO-B

MAR 05 2019

January 20th, 2019

To: Honorable Mayor & Common Council Members

City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

**Subject: Reappointment of Commissioner of Deeds**

Dear Honorable Body:

I, MARK ROUGHTON, residing at 3 EIGHTH AVE North Tonawanda, NY  
14120, am hereby requesting to be reappointed as a Commissioner of Deeds for the City of North  
Tonawanda.

Sincerely,



(signature)

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2019 JAN 29 AM 9:54  
NORTH TONAWANDA NY



City of North Tonawanda  
Office of the Mayor  
216 Payne Avenue  
North Tonawanda, NY 14120-5446  
Office: (716) 695-8540  
Fax: (716) 695-8541  
ashleerydzewski@northtonawanda.org

CFO C

MAR 05 2019

**From:** mrheileman@aol.com <mrheileman@aol.com>  
**Sent:** Monday, February 25, 2019 9:41 AM  
**To:** Art Pappas <artpappas@northtonawanda.org>  
**Cc:** Dan Divirgilio <ddivirgilio@northtonawanda.org>; Ashlee Rydzewski <ashleerydzewski@northtonawanda.org>  
**Subject:** Soap Box Derby for Youth & Mentors

Dear Honorable Mayor Pappas,

Our new program, "Soap Box Derby for Youth & Mentors was a great success last year! The Nor-Ton Red Jacket Club, Inc. is providing this program again this year, with with a new set of children from Youth Mentoring Services of Niagara County.

Along with an adult mentor, the children are assembling and race a soapbox derby car. The youth sit in the car and race down a sloped street in organized races. The cars are not motorized, but move by gravity. There is a mechanical steering and braking system. All racers must wear a helmet that is provided.

We have secured enough funding to provide 3 Super Stock Cars, which would allow 3 youth to race this coming year. There is no cost to the participants, other than their own transportation for car assembly and racing.

The assembly of the cars will take place in March at our program activity barn, located at Donald F. Miller Park, 1601 Sweeney Street, North Tonawanda. We will be ready to begin practice racing in April, when the winter weather allows. We would again like to hold our practice races, with just our own 3 cars, in the City of North Tonawanda.

We are requesting the date of Saturday, April 13, 2019, 10:00 am - 11:00 am, and as a back up rain date, Sunday, April 14, 2019, 10:00 am - 11:00 am., for use of the Thompson Street (Durkee) Bridge, beginning at the top of the bridge, running west down Taylor Drive, and ending at Michigan Street, to do the practice runs with the 3 cars. Traffic would not need to be shut down, but we would like to request that the Auxiliary Police stop traffic at each end of the bridge, for a few minutes, as the soap box cars take a run down the bridge hill. Once the soap box cars have gotten to the bottom of the hill, traffic can be allowed through. We will take a few runs down the hill over the course of about one hour.

If you have any questions, please contact me. Thank you for working with us again this year.

Sincerely,

Karl Heilemann  
Board Member  
Nor-Ton Red Jacket Club, Inc.  
Donald F. Miller Park  
716-523-9696

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NORTH TONAWANDA  
MAR 05 2019

CFO-D

MAR 05 2019

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February 18th, 2019

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To: Honorable Mayor & Common Council Members

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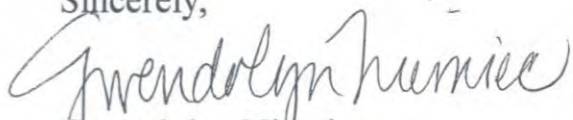
City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

**Subject: Reappointment of Commissioner of Deeds**

Dear Honorable Body:

I, Gwendolyn Niemiec, residing at 653 Erie Ave Apartment 3 North Tonawanda, NY 14120, am hereby requesting to be appointed as a Commissioner of Deeds for the City of North Tonawanda.

Sincerely,

  
Gwendolyn Niemiec

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2019 FEB 27 PM 12:55  
NORTH TONAWANDA NY

February 11, 2019

MAR 05 2019

Honorable Mayor and Common Council  
216 Payne Avenue  
North Tonawanda NY 14120

RE: Commissioner of Deeds

Dear Honorable Body,

I, Barbara Strzyz, who resides at 1102 NIA FAIR DR North Tonawanda NY  
14120 am requesting to be appointed Commissioner of Deeds for the City of North Tonawanda.

Barbara Strzyz

Respectfully,



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