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10/10/2007

LABOR AGREEMENT

Between the

CITY OF COHOES, NEW YORK

and the

UNIFORMED FIREFIGHTERS OF COHOES

LOCAL 2562, IAFF, AFL-CIO

January 1, 2005 - December 31, 2007

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ARTICLE I

AGREEMENT

THIS AGREEMENT entered into on the _____ day of _____, 2007 between the City of Cohoes, a New York Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and the Uniform Firefighters of Cohoes, Local #2562 of the International Association of Firefighters, AFL-CIO, an organization existing under the laws of the State of New York (hereinafter referred to as the "Local", "Union" or "Association"), for and in consideration of the mutual covenants and promises hereinafter contained and for other good and valuable consideration, the parties acting by and through their duly authorized representatives agree as follows.

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.

ARTICLE II

PURPOSE & INTENT

The general purposes of this Agreement are to set forth terms and conditions of employment, provide for the orderly resolution of disputes between the parties, and to promote amicable and cooperative labor relations between the parties and their respective constituencies and memberships, all in accordance with the intent and language of the Public Employees' Fair Employment Act of 1967, as legislatively amended and judicially interpreted.

The parties recognize and declare that the best interest of the community in terms of its general fire safety is paramount so that there shall be no interruption of essential service to the public in the course of the resolution of any disagreements and disputes that may hereafter arise between the parties.

ARTICLE III

DEFINITIONS

A. The "Local", "Union" or "Association" means the Uniform Firefighters of Cohoes, Local #2562, IAFF, AFL-CIO.

B. "Member", "Employee" or "Firefighter" means a person employed by the Fire Department of the City of Cohoes who falls within the certified bargaining unit.

C. "Service" or "Length of Service" shall include service with the Fire Department of the City of Cohoes, beginning with the first day of appointment, but the same shall not operate to shorten any applicable probationary period under the Civil Service Law or under the Local Commission Rules.

D. "Department" means the Cohoes Fire Department.

E. "Employer" means the Cohoes Fire Department or the City of Cohoes.

F. "Commissioner of Public Safety" means the person designated in the City Charter, and appointed by the Mayor as the head of the Department of Public Safety of the City of Cohoes.

G. "Chief" means the Fire Chief of the City of Cohoes.

H. "Immediate Supervisor" means the immediate supervising officer of the member claiming a grievance.

I. "Commanding Officer" means the Fire Chief.

J. "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the rules, procedures or regulations covering terms and/or working conditions applicable to the members of the department and shall include all the provisions of this Agreement.

K. "Association Officers" refers to duly elected officers or appointed representatives of the Association.

L. "Executive Board" means members appointed to the Board of the Association and the elected officers of the Association as defined in the Association By-Laws.

M. "Grievance Committee" means a committee designated by the Association to review, screen, and adjust employee grievances pursuant to the Association's By-Laws. The President of the Association will keep the City advised as to the names of the members of the Grievance Committee.

N. "Day", "Tour of Duty" or "Work Day" shall be considered synonymous terms identifying the period of work assignment of a firefighter and shall mean twenty-four (24) hours.

ARTICLE IV

RECOGNITION OF THE ASSOCIATION

Pursuant to and in accordance with all applicable provisions of the Public Employees' Fair Employment Act of 1967, as amended, (Section 200, et seq. of the Civil Service Law) and other applicable laws, the Employer hereby recognizes the Local as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of all firefighters in the Fire Department, excluding the Chief, for the term of this Agreement.

ARTICLE V

ASSOCIATION SECURITY

A. Employees not members of the Association, who desire membership, will confirm their desire to join for the duration of this Agreement by signing their Association application form and dues deduction authorization forms.

B. On the first day of employment, each employee who is not a full member of the Local shall be required to pay weekly to the Local an Agency Shop fee, which shall be a sum of money equal to dues normally collected from each member. In order to facilitate implementation of this provision, the parties agree to the following procedure:

1. Within two weeks after the signing of this Agreement, the City shall notify all employees in the bargaining unit that employees who are not presently members of the Union

shall have the right to join the Union. The notice shall also inform the employees that those who do not choose to join shall be required to pay an Agency Shop fee to the Local.

2. Any Employee who terminates Union membership shall have deducted from his salary the Agency Shop fee effective on the same date the Comptroller gives effect to a revocation of authorization for dues deduction.

3. The Local shall have the exclusive right to the Agency Shop fee, and the City shall not be liable in the operation of the Agency Shop fee deductions when properly submitted to the Local.

ARTICLE VI

DUES CHECK-OFF

A. The Employer agrees to deduct weekly from the wages of an Employee who is a member of the Association, all membership dues as provided in a written authorization executed by the Employee.

B. The Employer agrees to deduct from the wages of any Employee who is not a member of the Association, all fees due the Association as provided in the Agency Shop provisions contained in this Agreement.

C. Such deductions will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Local. Each Employee and the Association hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues.

D. Pursuant to applicable laws, the Local shall have the exclusive dues deduction privilege for the duration of this contract.

ARTICLE VII

MANAGEMENT RIGHTS

The Employer retains all rights, authority and discretion with respect to the employment of its Employees not abridged or conditioned by the express terms of this Agreement, or by the Public Employees' Fair Employment Act, or by individual contracts of employment between Individual employees and the Employer referred to herein and annexed hereto as Appendix A. (The substitution of similar language in the contract commencing January 1, 1978 was not intended by the parties to either enlarge or diminish any rights previously exercised by management).

ARTICLE VIII

RIGHTS OF EMPLOYEES

A. Members of the Fire Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the firefighting power of the municipality.

B. The security and safety of the community depends to a great extent on the manner in which firefighters perform their duty. Their employment is thus in the nature of a public trust.

C. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions which require investigation by superior officers designated by the Fire Chief or the Commissioner of Public Safety.

In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Fire Department will be at a reasonable hour, preferably when the member of the Fire Department is on duty, unless the exigencies of the investigation dictate otherwise, in which event the reassignment of the member of the Fire Department should be Employed. If any time is lost, the member of the Fire Department will be compensated.

2. The interrogation will take place at a location designated by the investigating officer. Usually, it will be at Fire Headquarters or at the location where the incident allegedly occurred or at the office of the Corporation Counsel of the City.

3. The member of the Fire Department who is the subject of the investigation will be informed of the nature thereof before any interrogation of such employee commences. Sufficient information to reasonably apprise the member of the allegations will be provided. If it is known that the member of the Fire Department is being interrogated as a witness only, he will be so informed at the initial contact. The name of a civilian complainant shall be provided upon request of the member or his counsel.

4. The questioning will not be overly long. Reasonable respites will be allowed. Time will also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

5. The member of the Fire Department will not be subject to any offensive language, nor will he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward will be made as an inducement to answering questions.

6. No employee shall be required to submit to a polygraph test as part of any investigation.

7. A member of the Department who is under arrest or who is a suspect in a criminal investigation or whose arrest may be occasioned as a consequence of his interrogation or who may thereby be placed in jeopardy of personal freedom or employment shall be afforded all constitutional rights prior to and throughout the investigation. And such rights shall include, but without limitation, the right to remain silent and the right to Association Counsel and/or private counsel or both at any stage of the interrogation.

8. Stenographic transcripts of interrogations shall be the property of the City, but a free copy will be made available to the Association or individual upon request.

9. In all cases, the City shall afford an opportunity for

a member of the Department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of law or the Rules and Regulations of the Department. In addition to counsel, a representative of the Association may be present during investigation.

10. Article IX shall not apply to probationary firefighters under the Civil Service Law.

ARTICLE IX

DISCIPLINARY ACTION

A. In the event that an investigation results in the institution of disciplinary action, the Local will be free to participate at all stages of the proceedings if it so elects, and will be provided with copies of the charges and specifications within 24 hours of the time they are served on an employee. The Local will also receive transcripts, recommendations and decisions without charge.

B. The disciplinary procedure shall be that which has been established pursuant to Sections 75 and 76 of the Civil Service Law, except that the procedure providing for the designation of the hearing officer in Section 75(2) of the CSL shall be replaced with the following provisions:

1. The hearing officer shall be mutually selected and agreed upon by the parties. If unable to agree, the matter shall be referred to PERB and the PERB rules for selection of the arbitrator shall be followed.

2. The costs of the hearing officer will be shared equally by the parties with the rate of compensation to be set in advance by the hearing officer.

3. In the event that the hearing officer selected is unwilling or unable to serve, a new list will be requested by the parties and a hearing officer selected as provided herein.

ARTICLE X

GRIEVANCE PROCEDURE

A. A grievance shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering terms and/or working conditions applicable to the members of the Department and shall include all provisions of this Agreement.

B. Any grievance arising between the parties shall be settled in accordance with the following procedures (wherein the term working days shall mean the City Hall schedule (Monday through Friday excluding holidays)):

Step 1. The Union may file a written grievance with the Chief within 30 working days of the occurrence which gave rise to the grievance. The written grievance will set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, so far as diligent effort will allow, the provisions of this agreement that the grievant(s) claims has been violated. A meeting with the Chief (or his designee) shall be held within five (5) working days. If not satisfactorily adjusted at this meeting, the Chief will give a written answer to the grievant(s) within five (5) working days of the meeting. Failure to do so will not preclude the Union from proceeding to Step 2.

Step 2. In the event that the grievance is not satisfactorily resolved at Step 1, the Union may appeal the grievance to the Mayor (or his designee) within ten (10) working days of receipt of the Chiefs decision. The Mayor (or his designee) will review the grievance and will notify the Union of his decision within ten (10) working days. Failure to so notify will not preclude the Union from proceeding to Step 3.

Step 3. Any unresolved grievance having been processed fully through Step 2 may be submitted to arbitration by either the City or the Union in accordance with the following:

1. A grievance will be considered timely if appealed to

arbitration within twenty-one (21) working days of the receipt of the Step 2 decision.

2. Arbitration will be invoked by written notice to the other party of intention to arbitrate. The rules of the New York State Public Employment Relations Board shall control.

3. The Arbitrator will have broad powers to hear and determine issues presented. The Arbitrator may call upon either party to provide evidence or material necessary to resolve the grievance.

4. The Arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement.

5. There will be no appeal from the decision of the Arbitrator if made in accordance with its jurisdiction and authority under this Agreement. It will be binding and final on the Grievant and City.

6. The cost (time and expense) of the impartial Arbitrator will be borne equally between the parties.

C. The parties recognize and agree that the Association's responsibility to proceed to arbitration is limited to issues brought by the Association either in its representative capacity or in joiner with an individual grievant.

D. If the Grievance Committee does not concur with the request of an employee to arbitrate, such employee may independently proceed with any remedies which may be available in law or in equity; in which event the Association is exempted from the payment of any costs, fees and expenses attendant thereto.

ARTICLE XI

WAGES AND ECONOMIC PROVISIONS

A. Wages:

1. The base wage or salary schedule, including in-grade annual increments, for members of the Department hired prior to June 1, 2001 and after June 1, 2001 are set forth in Appendix B which is attached hereto and made a part hereof.

2. Base salaries for 2005 shall be 3% higher than that paid in 2004. Base salaries in 2006 shall be ~~3%~~ 3.85% higher than that paid in 2005. Base salaries paid in 2007 shall be ~~4%~~ 4.25% higher than that paid in 2006. Amounts due retroactively shall be paid by June 1, 2007.

3. The revised salary, health insurance contributions, prescription co-pay, and vacation benefits applied to members hired after June 1, 2001 will continue until such time as the City maintains a table of organization of less than 9 firefighters per platoon. Should the City change the table of organization to less than 9 firefighters, health insurance contributions, prescription co-pay, and vacation benefits of those firefighters hired after June 1, 2001, will revert to the contractual benefit granted pursuant to the 1998-2000 collective bargaining agreement plus only applicable salary increases negotiated in subsequent contracts. (Only persons assigned to a 24-hour shift shall be counted toward the 9 firefighters per platoon required by the present table of organization.)

4. EMT Incentive:

An EMT bonus of \$500.00 shall be paid to each firefighter maintaining their EMT certification for the full year. Payment shall be made on or before January 30 of each year for the preceding year, except that newly hired firefighters shall receive a pro-rated amount for the first year. If a firefighter make application to attend the required recertification training to the Chief or his/her designee more than 6 months prior to the expiration of their EMT certification but, through no fault of his or her own, is not provided with the training by the City required to maintain his/her certification, the firefighter shall receive the EMT bonus for that year.

For those eligible, the EMT bonus for firefighters hired on or after January 1, 2001 shall be pro-rated from the date of hire through December 31 of the year hired.

B. Longevity Allowance:

Longevity shall be paid as follows:

	<u>01/01/06</u>	<u>01/01/07</u> (and thereafter)
5 years	\$2,000.00	\$2,300.00
10 years	\$2,150.00	\$2,450.00
15 years	\$2,300.00	\$2,600.00
20 years	\$2,500.00	\$2,800.00

Such allowances shall become effective as of the anniversary date of the employee's appointment and shall be payable in a lump sum on the employee's anniversary date.

C. Officers, Officer Replacement and Out-of-Grade Assignments:

1. There shall be one Captain and one Lieutenant on each platoon.

2. One Captain and one Lieutenant shall be assigned to each platoon. The present practice of having a Captain on duty at all times is discontinued. In the absence of the regularly scheduled Captain, the Lieutenant shall be the officer in charge of the shift and the City shall not be obligated to call in another Captain. In the absence of the regularly scheduled Lieutenant, the Captain shall be the sole officer and the City shall not be obligated to call in another Lieutenant. In the absence of both the regularly assigned Captain and Lieutenant, a Captain and/or Lieutenant will be called in to be the officer in charge of the shift. All Captains and Lieutenants shall be on the same "overtime wheel" and all such overtime opportunities shall be distributed equitably and in the same manner as overtime is presently distributed among firefighters.

3. The present practice of calling in a Captain when the Fire Chief and Deputy Chief are unavailable is hereby discontinued.

4. Captains, Lieutenants and firefighters shall be offered the first opportunity to work overtime on their Kelly Day in accordance with present practice. However, the present practice of allowing Captains to always work their Kelly Days shall be discontinued. Officers will choose their

Kelly Days along with the firefighters in order of seniority.

5. Lieutenants shall not bid their apparatus assignments, but shall be assigned an apparatus by the Chief or his/her designee. If the Captain is not working, the Lieutenant shall replace the Captain in the apparatus to which the Captain would otherwise be assigned.

6. In the event that a Captain and Lieutenant are not available for duty on a given platoon, the Chief may recall to duty a Captain or Lieutenant. In the event there is no available Captain or Lieutenant, the Chief shall place the senior man on the platoon to be in charge of the platoon.

7. The provision above which provides that the senior firefighter may be assigned in lieu of a Captain and Lieutenant (C.6 above) will not be applicable unless there are 8 men on duty (which shall include firefighters permanently assigned to that shift, firefighters on duty because of an "exchange" of shifts, and no more than 1 firefighter on overtime) on the day that the City seeks to assign the senior man in lieu of the Captain, i.e., the 8 members assigned shall not include more than one member assigned on overtime basis. The "senior man" shall be selected for assignment as the out of title Captain, on a seniority basis, only from among the members permanently assigned to the Platoon on duty that day, provided, however, that no member shall be ordered to perform the assignment unless all senior members have refused it.

8. When the senior man on the platoon is placed in charge of the platoon as provided for herein, he shall be paid at the current rate of pay for a Captain and be entitled to all the rights, privileges and benefits of the Captain while so employed.

9. A member of the Department who is assigned to perform the duties of a higher rank will be paid the wage or salary and be entitled to all of the rights, privileges and benefits of the higher rank while so employed.

10. If a member is assigned to perform the duties of the Fire Chief, he will not be paid the wages or salary of the Chief.

11. Captains, including a senior man on the platoon in charge of the platoon as provided for herein, shall not be assigned as drivers, tillermen or pump operators, but may be used as hosemen, if necessary. The Captain, including a senior man on the platoon in charge of the platoon as provided for herein, is the officer in charge of the platoon.

D. Overtime and Call-back:

1. The City and the Local agree that the basic work week will be 40 hours during the term of this Agreement. The parties further agree that said 40-hour work week will be drawn in a manner that will implement the firefighters' work schedule. That work schedule will consist of 24 hours on duty and 72 hours off duty.

2. Any firefighter who works in excess of 24 hours or who is called back as provided for herein will be paid therefore at the rate of time and one-half (1-1/2) or will receive compensatory time off equivalent to time and one-half (1-1/2). Such overtime and call back pay will be computed by dividing the firefighter's annual wage or salary by 2,080 hours during the term of this agreement.

3. The parties agree that equal compensatory time off may be substituted for overtime pay as provided herein in a fair and equitable manner and that such compensatory time off, upon three calendar days prior notice (which shall be waived for personal emergencies), and will be scheduled by mutual agreement of the Chief and the firefighter involved, consistent with shift work schedules. At any one time, only one employee per platoon shall be allowed comp. time (on a first come/first served basis), with a maximum of 5 comp. days off per employee per year. All employees shall have the right to carry over 48 hours of unused comp. time from year to year and to cash in any excess over 48 hours on an annual basis.

4. A firefighter who is called back to duty will be compensated for at least two (2) hours of overtime in the event that he is called back for a lesser period of time. A firefighter who is held over will be compensated for at least one (1) hour of overtime in the event he is held over for a lesser period of time, except when he is replacing a

firefighter who is tardy, in which event the firefighter who is filling in will receive overtime in accordance with the provisions of Article XVII, Section "M" of the Agreement.

5. a. Call back to duty will mean not only a recall to active duty with the Department, but a requirement of the firefighter to appear or give testimony before a Grand Jury, any court, or any departmental or agency hearing which may compel his attendance either by subpoena or by direction of his superior officer. Provided, however, that in order to receive compensation, a firefighter's appearance or requirement to give testimony must be connected with said firefighter's employment as a firefighter.

b. The following types of callback overtime will be done by seniority and is non-chargeable to the overtime wheel:

1. All Multiple Alarms of Fire;
2. Mutual Aid to other communities;
3. Recall increasing staffing due to emergency as deemed by the chief of the department and/or officer in charge, ie., snow, water, flooding, etc.

All overtime not expressed herein will be considered chargeable and selected by low hours on the overtime wheel and added thereto.

6. A firefighter, but not including a Captain and Lieutenant, who is called back to duty to work on his Kelly Day/birthday as provided herein, will be assigned to his normal duty assignment, if available; if not, he will be assigned the position open, if qualified.

7. A Captain or Lieutenant who is called back to duty to work on his Kelly Day/birthday, as provided for herein, will be assigned to his normal duty assignment, if available, and if a senior man on the platoon has been placed in charge of the platoon as provided herein, he will be returned to his normal duty assignment.

8. When any member of the Department refuses to accept overtime on his Kelly Day/birthday, that overtime will not

be counted as overtime worked.

9. Overtime Procedure:

Holdover: In the event overtime is required, firefighters, Lieutenants and Captains will be held over from the platoon going off duty. Firefighter, as used herein in Section 9, shall be defined as a firefighter who is certified as having completed the New York State mandatory training for new firefighters.

a. Firefighters will be asked according to their place on an overtime rotation list whereby the firefighter with the least amount of overtime worked (defined as the lowest number of hours on the overtime wheel, which shall include all compensatory time earned) will be given the first opportunity to work overtime provided that he is qualified for the position to be filled as determined by the Chief or the officer in charge. Provided, however, that on January 1st of each year, the rotation shall commence in accordance with seniority, by platoon (that is, all members shall be deemed to have zero hours on the overtime wheel effective January 1st of each year).

b. A firefighter passed over because of non-qualification will not lose his place on the list should a vacancy occur in a position in which he is qualified.

c. Members of the same platoon who have the same amount of overtime shall be called in accordance with seniority.

d. A refusal to accept pre-offered overtime will be counted as overtime worked for the sole purpose of establishing the firefighter's new place on the rotation list except that a refusal to work after 48 hours on duty shall not be counted as overtime worked.

e. Members who are transferred from one platoon to another shall be placed on the rotation list in the same position they held on the platoon from which they were transferred (and assigned the same number of hours for overtime purposes as the individual on his new platoon has; example: a firefighter with 800 hours in third position transferred to another platoon will be third in the new platoon and be assigned the same number of hours the third

firefighter in the new platoon has).

f. Members who are disabled from working for over 30 calendar days, or an officer who returns to the rank of firefighter, upon their return to duty, or rank of firefighter, shall be placed on the rotation list in the same position as the member who has worked the least amount of overtime.

g. In the event that a firefighter may be held over or called back to duty due to a position being vacant, the firefighter will be assigned to that vacant position, and in so doing, will not upset the normal platoon assignment.

h. If a firefighter is improperly denied overtime due to an error or omission on the rotation list, his remedy shall be the right to the next available opportunity to work overtime. The City shall not be made liable through any process or award for the payment of overtime to any firefighter due to such an error or omission on the rotation list.

i. Captains shall make the calls for overtime and shall be provided with an office and telephone.

10. Members who are called to fill 24 hour vacancies on an overtime basis shall have the option of accepting 12 hours only at the time of the call.

E. Clothing Allowance: Every firefighter will receive an annual allowance for clothing in the sum of Two Hundred Fifty (\$250.00) Dollars which shall be paid by the City no later than March 31st each year. Without chargeback, each member shall receive an additional Eighty-Five (\$85.00) Dollars cash clothing maintenance allowance to be paid on or before June of each calendar year. In addition and without chargeback to the annual clothing allowance, a newly appointed member of the Fire Department will be equipped with OSHA-approved helmet, coat, boots, and gloves at the expense of the City, and will receive a clothing allowance as above stated pro-rated for the period of his first year of employment. It is further agreed the employees fire gear (coat, boots, helmet, and gloves) will be replaced as needed at the expense of the City. All clothing and gear will be purchased on voucher. In addition and without chargeback to the clothing allowance, all firefighters shall be provided

with a complete change of protective clothing as needed.

F. Pensions:

1. Pursuant to the provisions of Section 384 of the New York State Retirement and Social Security Law, the City will provide a twenty-five year half pay final average salary non-contributory retirement plan based on the one year option. Said final average provision does not apply to members who joined the Department on or after July 1, 1973, as said members are governed by the final three (3) year average salary provision. The foregoing pension provision is to be effective during the term of this Agreement. In addition, the City shall offer Retirement Plan 384-d (20 year retirement) and New Career Plan 375-i of the New York State and Local Police and Fire Retirement System.

2. Additionally, the City shall provide retirement benefits pursuant to the military service credits of Title 6 of the Retirement and Social Security Law.

3. Upon retirement or death, a firefighter will receive a lump sum equivalent to four (4) weeks' pay for every ten (10) full years of service in the Department, limited to thirty (30) years.

G. Holidays:

1. All members and employees of the Department will be compensated for each of the following four (4) holidays during the term of this Agreement at the rate of eight (8) hours pay in addition to regular wage or salary except for firefighters on the shift who work seventeen (17) hours on the holiday, who will be compensated at the rate of seventeen (17) hours' pay in addition to regular salary:

Lincoln's Birthday	Martin L. King Day
Washington's Birthday	Columbus Day

2. All members and employees of the Department will be compensated for each of the following eight (8) holidays during the term of the agreement at the following rates:

Memorial Day	Veteran's Day
Christmas Day	New Year's Day
Easter Sunday	Labor Day

Independence Day

Thanksgiving Day

a. Those working seven (7) hours, regular wage or salary plus seven (7) hours' pay at the rate of time and one-half.

b. Those working seventeen (17) hours, regular wage or salary plus seventeen (17) hours' pay at the rate of time and one-half.

c. Those off the holiday at regular wage or salary plus eight (8) hours' straight time.

d. No member may take a Kelly day on any of the holidays listed in Sections 1 or 2.

3. Each member and employee of the Department will have as a day off with pay, his birthday. In the event that the birthday of a member or employee falls on his day off, then he may take off the regularly scheduled work day next preceding or succeeding his birthday. It is further agreed, a member will have the option of working his birthday should overtime be required, and will be compensated at the rate of time and one-half.

H. Education Incentive:

An education incentive, which shall not be cumulative, shall be paid annually as follows:

Associates Degree	\$600.00
Bachelors Degree	\$800.00
Masters Degree	\$1,000.00

1. Firefighters hired on or after January 1, 2001 and before June 8, 2004 and already possessing an eligible degree at the time of hire shall receive the full amount of the applicable education incentive for the first year of their employment without proration and the full amount for each year thereafter.

2. Firefighters hired before June 8, 2004 and not possessing an eligible degree as of January 1, 2001 shall receive the full amount of the applicable education incentive for the year they first receive an eligible degree without proration and the full

amount for each year thereafter.

3. Firefighters hired on or after June 8, 2004 and already possessing an eligible degree at the time of hire shall not receive the full amount of the applicable education incentive for the first year of their employment, but shall receive a pro-rated amount based upon the date of hire that first year and the full amount for subsequent years. Eligible firefighters hired on the first day of any year shall receive the full education incentive for that first year and all subsequent years.
4. Firefighters hired on or after June 8, 2004 and not possessing an eligible degree at the time of hire shall not receive the full amount of the applicable education incentive for the year they first receive their degree, but shall receive a pro-rated amount based upon the date the degree was received that first year and the full amount for subsequent years.

ARTICLE XII

JOB SECURITY

A. No member hired prior to October 15, 1998 and no individual rehired under and mentioned in Article XVIII of this Agreement, or who has previously entered into an individual Agreement, shall be laid off, suspended or terminated due to budgetary or financial reasons or due to the abolition or consolidation of programs or positions or for any other reason, subject to the following:

1. A member or employee remains subject to discipline as provided for in this Agreement and Section 75 of the Civil Service Law; and

2. A member or employee remains subject to the provisions of Section 73 of the Civil Service Law; and

3. A member's or employee's term of employment will end when he shall have attained the mandatory service retirement age applicable to him or shall have attained the age or performed the period of service specified by applicable law for the termination of his service.

A. In the event that the Employer elects to terminate the employment of a member or Employee contrary to the terms of this Agreement, or if the employer or another successfully petitions or joins in a petition to a court of competent jurisdiction to render a final determination that the provisions for employment for the term hereunder are unenforceable and the employer subsequently terminates a member or employee, then the Employer shall pay the member or Employee affected an amount equal to ninety (90%) percent of the base salary of the member or Employee at the time of said termination multiplied by the number of years remaining until he would have attained the mandatory service retirement age applicable to him or would have attained the age or performed the period of service specified by applicable law for the termination of his service if employment had continued. For the purpose of this paragraph, any portion of a year for the remaining term of the member's or Employee's employment shall be pro-rated. The Employer, the Local and the employees it represents agree that the payments as set forth herein are reasonable, and not a penalty, based upon the facts and circumstances of the parties at the time of entering this Agreement, and with due regard to future expectations.

B. All of those individuals rehired and mentioned under Article XVIII shall be included under the job security protections enumerated in this Article XII.

C. For those persons employed as of October 15, 1998, the Job Security provisions of this Article XII shall be read in conjunction with individual contracts of employment entered into by the Employer and all members and employees including those individuals rehired under and mentioned in Article XVIII of this Agreement, which individual agreements shall be made an appendix to this Agreement.

D. These Job Security provisions, including this Section D of this Article XII, shall survive the expiration or termination of this Agreement and shall be incorporated into any subsequent Agreement.

ARTICLE XII A

HOURS OF EMPLOYMENT, VACATION, SICK LEAVE,
LEAVE OF ABSENCE, ETC.

A. Hours of Employment:

1. Basic work week for all members of the Department will be forty (40) hours for the term of this contract. The work day shall consist of one (1) tour of duty, from 7:00 a.m. through a twenty-four hour period until 7:00 a.m. the following day.

2. In order to implement the foregoing schedule, the Department will consist of four (4) platoons of firefighters.

3. In order to implement the schedule of twenty-four hours on duty and seventy-two hours off duty, the following Kelly Day allocation will apply:

a. Each firefighter on three (3) platoons shall receive four (4) Kelly Days per year. Each firefighter on one platoon shall receive five (5) Kelly Days per year and this extra Kelly Day shall change annually among the platoons on a four-year cycle.

b. Kelly Days are to be picked within each platoon by seniority at the beginning of each quarter of the year and may not be accumulated beyond the quarter of the year in which they are earned. If the Chief is unable to permit a member to use his Kelly Day in the quarter earned, the Chief may elect to compensate the member for the day at the rate of time and one-half, or permit the member to carry his Kelly Day into the next quarter.

c. In the event a man taking his Kelly Day off causes the platoon to be short manned and an overtime situation required, the man on the Kelly Day will be offered the subject overtime prior to following the platoon seniority roster for overtime call back.

d. In the event of conflict between use of Kelly Day time and birthday time in implementing a member's schedule of duty, Kelly Day time shall be first applied.

B. Sick Leave:

1. All members of the Department will accrue sick leave at the rate of one hundred twenty-six (126) hours per year (ten and one-half [10-1/2] hours per month) during the term of this Agreement and will be charged therefore for the actual number of hours for which they were scheduled to work. Sick leave may be accumulated without any limit to said accumulation.

2. Sick leave buy out:

a. Upon retirement, death or separation from the fire service, other than separation for disciplinary reasons, firefighters will receive from the City payment for unused accumulated sick leave hours as follows: if a member has unused accumulated sick time to his credit, he shall be paid for it at a percentage rate of its value pursuant to his rate of pay in effect at the time of his separation from service pursuant to the following schedule. Fractional hours of unused accumulated sick time shall be rounded to the nearest whole number, and each half hour of accumulated sick time shall be rounded to the next highest whole number.

Under 500 hours	25%
Over 499, but under 900 hours	50%
Over 899, but under 1500 hours	75%
1500 hours to 2080	100%

Sick leave accumulation will be capped at 2080 hours. Members who have more than 2080 hours to their credit shall be paid by the City for all hours over 2080 at their current rate of pay. The City will pay 70% of any hours accumulated in excess of 2080 on an annual basis.

All employees hired after December 31, 1990, may continue to accumulate 2080 hours but the City will only buy out sick leave accumulation of up to 960 hours. The buy out will be at 100%; for all employees hired after July 1, 1993, the employee may continue to accumulate 2080 hours but will only be reimbursed, in terms of sick leave buyout, for up to 480 hours at 100%.

b. Members may elect to receive the amount due in a lump sum, or may elect to have such amount paid in a reasonable number of installments over a period of three

years not to exceed three years after retirement, death or separation, provided, that the payments are in accordance with State Law.

3. A firefighter who is to be absent on sick leave will notify his supervisor of such absence and the reason therefore on the first day of such absence and within two (2) hours before the beginning of his tour of duty, if possible. The Chief shall take whatever actions are necessary in order to verify any employee's application for sick leave before absence for personal illness may be charged against accumulated sick leave credits.

4. Sick Leave Incentive:

As of July 1, 2003 there shall be instituted a sick leave incentive whereupon for the periods January 1 through June 30 and July 1 through December 31 of each year, firefighters will receive the sum of \$500.00 for using no sick time and \$300.00 for using one day of sick time. Payment shall be made on or before July 30 for the January 1 through June 30 period and January 30 for the July 1 through December 30 period. Any sick time used shall be considered a full day of sick time for the purposes of this incentive.

Upon accumulation of 2080 hours of sick leave, the firefighter shall no longer be eligible for this incentive.

5. Extended Sick Leave:

a. All members of the Department may request additional or extended sick leave of thirty (30) days of the Common Council of the City of Cohoes, which will not be paid back by the member.

b. Further, the Fire Chief may grant advance sick leave of sixty (60) days to a member's account, which will not be repaid in excess of fifty (50) percent per year.

c. When it is known that a member is to retire, or where it is anticipated that a member is to be separated from the Department, then the total advance sick leave granted by the fire Chief may not exceed an amount which can be earned by subsequent accrual prior to retirement or separation.

C. Vacations:

1. a. All firefighters hired prior to June 1, 2001 will be entitled to a vacation pursuant to the following schedule:

Service of more than one (1) year	3 weeks
Service of more than ten (10) years	4 weeks
Service of more than fifteen (15) years	5 weeks

- b. All firefighters hired after June 1, 2001 shall receive vacation as follows:

After 1 year	2 Weeks
After 5 years	3 Weeks
After 12 years	4 Weeks
After 15 years	5 Weeks

c. Captains and Lieutenants will bid their vacations separately from firefighters with Captains bidding first in accordance with seniority and followed by Lieutenants according to seniority. Captains and Lieutenants assigned to the same shift shall not be permitted to take any time off at the same time, except that a Captain or Lieutenant shall be permitted to use sick, bereavement and birthday leave if the other officer is on leave.

2. Vacations will be on a year round basis, January 1 through December 31, and will be selected by seniority within platoons, one firefighter per platoon at a time. All vacation choices for the coming year will be selected prior to December 31 of the current year.

3. Firefighters will choose a two (2) week vacation period anytime within the calendar year (January 1 through December 31) by platoon seniority. After all firefighters have chosen the initial two (2) week period, the platoon seniority roster will again be used to choose the remaining vacation time left each firefighter.

4. Captains and Lieutenants will bid their vacations separately from firefighters with Captains bidding first in accordance with seniority and followed by Lieutenants according to seniority.

5. Vacation credits may be used for sick leave upon

exhaustion of all sick leave credit.

6. The date of original appointment to the Department will determine the period of service for purposes of vacation.

7. Notwithstanding any other provisions of law, a firefighter will be entitled to be paid, in cash, at the time of his retirement pursuant to the provisions of the General Municipal Law, Section 92 of the State of New York for the monetary value as pro-rated, of the unused vacation time standing to the credit of such firefighter at the time of his retirement.

8. Any member entitled to vacation benefits who resigns or has his employment terminated without cause will not forfeit his right to such vacation time and, if the time may not be allotted in calendar days, he will be paid the equivalent of that number of days based upon straight time pay schedule as pro-rated. Any member of the Department entitled to vacation benefits who may die prior to his receipt of said benefits for any year will have an amount equivalent to his pay for those days paid to his next of kin or estate. Any member entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation will have the right to postpone the taking of such vacation until such time as he is physically capable of doing so.

9. Upon request in writing to the Chief, a member will be entitled to receive vacation pay for all weeks he is scheduled to be absent. This vacation payment shall be made on the regularly selected payroll date immediately preceding the vacation period. Said payment shall not extend beyond December 31st of the current year to encompass two fiscal years of the City.

D. Bereavement Leave:

1. Each member of the Department will be allowed two consecutive scheduled work days off with pay for death in his immediate family. If the death occurs on a member's working day, he will be permitted to leave work immediately. The term "immediate family" means spouse, natural parent, foster parent, step parent, grandparent, child, brother, sister, father-in-law or mother-in-law.

2. In addition thereto, a member will be allowed the funeral day off with pay, if working, for the death of a brother-in-law or sister-in-law.

E. Personal Leave:

1. Each member of the Department will be allowed one (1) working day off with pay each year for personal leave.

2. A personal day shall consist of twenty-four (24) hours which can be taken and used in blocks of six (6) hours provided that no more than two (2) firefighters shall be on personal leave at the same time. The Chief may, however, permit, in his discretion, blocks of fewer than 6 hours' leave. Requests by firefighters for personal leave time shall be in writing to the Chiefs Office in City Hall and will be honored in order of priority of their receipt in writing.

3. On a holiday, only one (1) firefighter may be on personal leave. Retroactive approval will be granted in case of an emergency.

4. Personal leave may be cancelled by the Fire Chief or his designee for the following reasons:

- (1) The time requested cannot be covered.
- (2) During an emergency.

5. Personal leave shall not be granted to members while working on an overtime basis.

F. Leaves of Absence for Association Representatives: Association officers, representatives, and delegates will be allowed all necessary released time with pay to participate in negotiations with the Employer, adjustment of grievances, arbitration hearings, and other functions relative to the operation of this Agreement. They will also be given leave with pay to attend Association and Executive Board Meetings, and to participate in and attend conferences and conventions of affiliated associations and organizations. Leave to attend conferences and conventions will be authorized in advance by the Fire Chief, but such authorization may not be unreasonably withheld. However, in no event will leaves of absence be granted to more than three Association

representatives at any one time.

ARTICLE XIII

INSURANCE AND RETIREMENT BENEFITS

A. All members of the Department will be covered for death benefits as provided for in Section 208B of the General Municipal Law.

B. Each firefighter who joined the Department prior to July 1, 1973, will be covered for death benefits as provided in Section 360-b of the Retirement and Social Security Law of the State of New York. Similar coverage will be independently fully provided by the City at no cost to any member not hereunder covered.

C. Health Insurance:

1. (a) The City will provide 100% of employees and eligible dependents' coverage for each firefighter for the duration of this contract. The benefits provided shall be equivalent and absolutely equal to the coverage currently in effect. The City maintains the right to change Administrators or to write the currently self-funded coverage with a commercial insurance carrier, at the City's option. There shall be no diminution or loss of benefits or coverage to any firefighter under the coverage to be provided by the City if the City elects to change the method of funding or administration of the plan. Those employees and dependents who elect benefits pursuant to the City's HMO plan shall be entitled to such benefits and coverage as heretofore enjoyed and on the same basis of adjustment between the rates as previously agreed, without diminution or loss of benefits to such persons.

(b) Those firefighters participating in any HMO offered by the City shall pay the co-pays determined by the HMO, including the prescription co-pay. Effective July 1, 2007, the CDPHP plan shall be Avidcare 20 with no inpatient deductible. The City will reimburse employees \$5.00 for all non-prescription co-pays. Receipts must be submitted quarterly. The prescription co-pays shall be \$20/\$25/\$40.

(c) All firefighters hired after June 1, 2001 shall contribute toward the cost of their individual, two-person

or family health insurance. The contribution shall be in an amount equal to 12% of the total cost of the applicable HMO offering, regardless of whether the employee chooses coverage under the HMO offering or the indemnity health insurance plan. Firefighters hired after April 14, 2003 pay 20% of the cost of their family, two-person or individual coverage for eight years from the date of his/her hire and shall pay 12% thereafter. The employee's contribution shall be calculated based upon the cost of the premiums established by the HMO for the applicable coverage.†

2. The City will provide the current health insurance benefits to members who retire during the term of the contract and their dependents except that said retirees shall contribute 50% of the cost of dependent coverage until December 31, 1989. Effective January 1, 1990, the City will pay the full cost of said health benefits on behalf of such retirees and their dependents.

3. As of April 14, 2003, the City will pay \$18.00 per week per member to the Union for the purpose of providing a medical expense fund.

4. Effective April 14, 2004, deductibles for the City Plan shall increase to \$300.00 for individual coverage, \$400.00 for two person coverage, and \$500.00 for family coverage.

5. Effective July 1, 2007. All firefighters on the City Plan shall pay a prescription co-pay of \$5.00 for generic prescriptions and \$20.00 for brand name prescriptions.

For all Firefighters on the City Plan, if a generic drug is available, but the firefighter obtains the brand name drug, the firefighter shall pay the difference in total cost between the available generic and the brand name as well as the brand name co-pay of \$20.00. In no event shall the firefighter be required to pay more than the total cost of the brand name prescription.

All firefighters on the City Plan will be limited to a thirty day prescription supply and a formulary will be instituted as determined by the City's administrator. Any persons presently taking a prescription not on the formulary shall be grandfathered and permitted to take a drug being presently prescribed for a period not to exceed one year from April 14, 2003. Where the member's physician provides

medical justification to the administrator of the need for a member to take a prescription not covered by the formulary, the member shall be permitted to obtain the required prescription at no additional cost other than the required co-pay.

6. Those firefighters electing not to participate in any health insurance plan offered by the City and having alternative coverage, shall receive sums listed below:

Eligible for Family Coverage \$3,370.00
Eligible for Two-person Coverage \$2,520.00
Eligible for Individual Coverage \$1,260.00

For 2004 and thereafter, the election not to participate in any health insurance plan offered by the City shall be made during the month of November of the previous year and payment shall be made in December of the year for which coverage was declined.

Once an election is made to decline coverage, coverage will only be provided by the City if the firefighter's alternative coverage is discontinued. In such case, the payment of the amounts listed above will be pro-rated. Each November, any firefighter can elect to commence, maintain, or discontinue health insurance coverage pursuant to this section.

D. Foreign insurance money is the proceeds of the levy provided for in Article 17 of the Insurance Law to be used solely for the welfare and benefits of the firefighters. In order to provide necessary control of the Life Insurance, Comfort and Welfare Fund, a committee has been established to administer this fund. This committee consists of three (3) members: one (1) appointed by the Association, one (1) appointed by the Mayor, and a third appointed by the two (2) appointed as provided herein. The powers and duties of said committee are defined by Charter, drawn up by the committee and approved by the Common Council.

ARTICLE XIV

SENIORITY

A. Departmental firefighter seniority will be determined by the employee's length of service in the department. Seniority within the officer grades, will be determined by the date upon which the officer attained his current rank under Civil Service Law. In the event more than one officer attained the same rank on the same date, their standing on the applicable Civil Service Promotional List will govern. Time spent in the armed forces on military leaves of absence and other authorized leaves not to exceed one year, and time lost because of duty-connected disabilities will be included.

B. An up-to-date seniority list showing the names, length of service dates, and department assignments in rank will be furnished by the Association every six (6) months. A copy of the list will be maintained for inspection by members.

C. An employee will forfeit his seniority rights only for the following reasons:

1. He resigns.
2. He is dismissed and is not reinstated.
3. He retires on regular service retirement.

D. Departmental duty assignments will be bid on according to seniority and qualification for the particular assignment. It is agreed qualifications within the Department are established by the Fire Chief.

ARTICLE XV

PROFESSIONAL TRAINING AND IMPROVEMENT COURSES

The City and the Association are in agreement that it is to the best interest of the administration of the Department that as many employees as possible participate in professional, educational and training courses whenever the same are available.

In order to facilitate the availability of such courses to the members of the Department, the following are hereby adopted:

1. The Department will post on bulletin boards located at all fire stations announcements of all courses to be given which are either compulsory for a segment of the Department, are prerequisites to promotion or improved assignment, or may be optional for the purpose of improving the professional standing of the members of the Department. All eligible members will have an opportunity to bid for the prerequisite and optional courses. In the event that there are more bids than openings available, the senior members will be given the preference subject to any special requirements by the institution giving the course.

2. Optional Courses. Any member attending an optional educational course related to the furtherance of his proficiency as a firefighter will upon successful completion thereof and presentation of evidence of such successful completion be reimbursed by the City for the cost of the tuition and other expenses advanced by him in the taking of such course. A member who intends to take such a course must obtain approval of the Chief in advance. Unreasonable refusal to approve will be subject to grievance.

3. Prerequisite Course. Whenever a course is given which is a prerequisite for promotion, the timing of such course will be so arranged as to permit all otherwise eligible and interested members to register and complete the same in sufficient time to become a candidate for the position.

4. If any training is to occur at night outside the firehouse, the City agrees that twenty-four (24) hours' notice be given prior to the training date.

5. Specialized units shall be available to all employees to bid by seniority; all training thereafter, will also be bid by seniority but restricted to only those in a specialized unit.

6. The City agrees to seek supervisory training for all firefighters. If such training is available to the City at no cost and can be provided on City property, the City agrees to provide same to all firefighters requesting it. If supervisory training cannot be provided at no cost and/or on City property, the City shall have no obligation to provide same.

ARTICLE XVI

NEWLY CREATED AND VACANT POSITIONS

Newly created and vacant positions will be filled from Civil Service lists as soon as feasible and in accordance with Civil Service Law. If it is necessary that the position be filled temporarily until the list is propounded, the Department will post the position, and eligible candidates will apply for the temporary job. The person filling the job temporarily will be paid at the rate that the permanent position will pay.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Official Action on Time Off: Since all firefighters are presumed to be subject to duty twenty-four hours per day, seven days per week, any action taken by a member of the force on his time off, if approved or ordered by the Chief, will be considered official action, and the firefighter will have all of the rights and benefits concerning such action as if he were then on active duty.

B. Claims Against Firefighters: In the event that a firefighter is faced with a civil claim arising out of an incident related to his service with the Department, the City will provide legal counsel for his protection and hold him harmless from any financial loss, as provided by Local Law #3 for 1980 attached hereto as Appendix D. However, this shall not diminish any further protections as may hereafter be granted by state or local law.

C. Bulletin Boards and Mattresses:

1. The Department will furnish for the use of the Association, space for bulletin boards in various parts of the headquarters building, and in other locations where departmental personnel may be stationed.

2. The City agrees that commencing January 1, 1980 and at regular intervals of five (5) years after that, the City will replace all mattresses in the various fire houses and provide new ones.

D. Snow Removal and Sewer Work:

1. The City will not require firefighters to engage in snow removal work at fire hydrants unless ordered so by the Mayor after the Mayor has declared a city-wide snow emergency pursuant to the Ordinance in such case made and provided.

2. The City agrees that when it becomes necessary to utilize any engine pumper to engage in sewer work which ordinarily would be the responsibility of the Department of Public Works, the City will recall employees to staff the positions vacated by the employees who have been assigned to the pumping activity. Additionally, the City will, if possible, utilize reserve or "out of service" equipment rather than first line or "in service" equipment for such sewer work. The above is limited in effect to the aforementioned situation and in no other way restricts the rights of management or past practices.

E. Common Council Action: Insofar as any provision of this Agreement conflicts with an ordinance, local law or resolution of the City, appropriate Council action will be taken to render such ordinance, local law or resolution compatible with this agreement.

F. Previous Conditions and Benefits of Employment: Wages, hours and all other well-established conditions of employment legally in effect at the execution of this Agreement, except as improved herein, will be maintained during the term of this Agreement. No member will suffer a reduction in such benefits as a consequence of the execution of this Agreement, except as specifically set forth herein.

G. Severability Clause: If any article or section of this Agreement, or any supplement or appendix thereto, should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with and enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements and appendices will not be affected thereby, and the parties will enter into immediate collective bargaining negotiations for the purposes of arriving at a mutually acceptable replacement for such article or section.

H. Primary Rights of Firefighters: The members of the Fire Department have the primary right and responsibility to perform all firefighting duties in the City. However, the City shall, without calling all Cohoes firefighters to return to duty, be permitted to utilize the fully manned apparatus of another department(s) for the every nine Cohoes firefighters called in on overtime who commit to appear. The City shall not be restricted from utilizing any other personnel, apparatus or mutual aid when, in its determination, same is necessary after all members have been called to return to duty.

This amendment to this clause shall be void and of no further effect in the event the City creates and implements a Table of Organization containing less than 9 firefighters per platoon, including officers.

I. Duration: This Agreement shall become effective January 1, 2005 and shall remain in effect until December 31, 2007. If the parties hereto fail to, agree upon a new contract on or before December 31, 2007, all of the terms and conditions set forth in this Agreement, and any supplement and modification thereof, shall continue in full force and effect until the date of execution of a new Agreement.

J. Personal Property Replacement: The City hereby covenants and agrees to repair or replace eye glasses and dentures damaged in the performance of assigned duties, if reported to the Officer in Charge prior to that person's leaving the tour of duty during which his property was lost or destroyed. Provided, however, this notice provision is not applicable if the man is hospitalized.

K. Firefighter Replacement: In the event a firefighter must be held over or called back to duty due to a position being vacant, the firefighter will be assigned that vacant position and, in so doing, will not upset the normal platoon assignments.

L. Exchange of Working Days: Members of the Department will be permitted to exchange working days upon the condition that the day is repaid within forty-five (45) days. In the event the day is not repaid within forty-five (45) days, then it will be considered repaid. The Fire Chief will have

the authority to nullify the exchange of a working day, unless the member who is to replace a member is qualified to perform the duties involved. In the event that an exchange of working days is agreed upon and the person who is scheduled to work as a substitute on the particular day does not appear, the City shall have the right to charge this person with the amount of time that he was scheduled to work.

M. Tardiness:

1. A member of the Department who is late for duty will have monies deducted from his pay based upon 1/4 hour intervals. A member late will have a 1/4 hour pay deducted for any part of each 15-minute interval he is late.

2. In the event that the tardiness of a member will cause a piece of equipment to be taken out of service, a member of the Department will be held over and will be paid at the rate of time and one-half (1-1/2) based on 1/4 hour intervals of time worked.

3. A member being held over due to the tardiness of another will remain on duty until completion of that 1/4 hour interval for which he is being paid. The member reporting late for duty will remain at his duty station but will not be compelled to work until such time that he is placed back on the payroll.

N. Assignments:

1. The City will furnish the Local with a Table of Organization containing the duty assignments of all Department members.

2. Departmental duty assignments consist of assignments to named positions of driver, hoseman and tillerman.

a. A system has been instituted, by agreement during 1981, wherein all positions are considered open and available for bid, pursuant to seniority and qualification, as established by the Chief within the existing platoons only. This bidding has been concluded in 1981.

b. The annual open period for bidding shall coincide

with the period when vacations must be selected. Vacation calendars and bid sheets shall be distributed prior to the last week in November. The annual bidding period shall commence on December 1st and end on December 15th. Members shall state their bid preference at the time they are asked or they shall be assigned at the discretion of the Chief to any position not filled by bid.

c. If a permanent vacancy occurs in a named position due to death, disability in excess of 30 days, retirement or termination, the position shall be considered open for bidding for a period of two weeks or until all platoon members have been contacted, whichever is less, and if it has not been bid, the Chief shall fill same by assignment.

d Temporary vacancy is one which is expected to last no longer than 30 days. For the entire 30 days, the temporary vacancy will be filled with on-duty personnel if available, otherwise it shall be filled with overtime.

e. The following procedure shall be used to fill temporary vacancies with on-duty personnel:

1. All open positions within the daily roster shall be filled with on duty personnel if available; otherwise they shall be filled with overtime.

Open positions will occur within a platoon due to Vacations, Kelly Days, Birthdays, Personal Time, Compensatory Time, Sick Time, Bereavement Time and all other time off allotted by the Labor Relations Agreement.

2. Firefighters who bid the following job assignments shall be deemed as the only on duty personnel who shall be temporarily assigned. No other firefighter shall be temporary assigned or removed from their bid position to fill any vacancies.

A-Tower Hoseman
B-Tower Hoseman/Tillerman
C-Engine Two Hoseman

3. A vacancy shall only arise when a piece of fire apparatus falls below two firefighters.

4. Once a vacancy occurs within a platoon, the officer in charge shall call the senior firefighter from the three named positions and offer them the opportunity to fill any opening that may exist. Should he refuse the officer in charge shall call the next senior firefighter with the same offer.

Should that firefighter decline, the officer in charge shall assign the third firefighter to the open position. This process shall be used for filling all openings that occur within a daily roster.

Example: Should there be more the one opening, the senior firefighter will have first option, the next senior firefighter shall have the next option and the third firefighter shall be assigned.

Should an opening or openings occur after 10 pm, the officer in charge shall assign the junior firefighter(s) to fill all the openings using the reverse order of seniority.

5. All other sections of this Article as well as any other agreements in regard to this issue are and will be in full force and effect until otherwise agreed.

A vacancy will no longer be temporary after it has existed for 30 days, and shall be subject to bid by departmental seniority. The bidsheet shall be posted on the 15th day of the vacancy, commencing from the date the vacancy first occurred. If no one bids the position, then on the 30th day the Chief may assign the junior man from the "heavy" platoon. If two or more platoons are equally "heavy", the most junior man must be assigned to the vacant position. The parties also agree that if

any platoon shall have less than 9 firefighters and shall have at least two firefighters less than any other platoon, the City shall be permitted to transfer the least senior firefighter from the platoon with the most firefighters to the platoon with least number of firefighters. If the City thereafter hires firefighters to fill any vacancies, the newly hired firefighter(s) shall be assigned to the previously undermanned platoon(s) after successful completion of any training and, the transferred firefighter(s) shall be returned to their previous platoon.

f. All trainees will be assigned by the Chief or his designee for an eight-hour day, on a five day a week basis, Monday through Friday.

g. After completion of State mandatory training, new firefighters will be assigned to a Platoon by Civil Service seniority. The firefighter with the highest Civil Service seniority will start first, second highest will start second, etc.

3. The Chief will provide the Local with a list of the assignments for which each employee is in his (the Chief's) discretion qualified in terms of job capability and performance. The list will be updated as members gain experience through training and actual job performance.

4. In the event any position in the table of organization becomes vacant in the future, and the table of organization falls below nine (9) members per platoon, the City shall have until the next regularly scheduled training school session to hire any firefighters as long as the City receives reasonable notice of said vacancy. In the event the City hires firefighters by the beginning of said regularly scheduled training school session, the parties agree that the City shall not be deemed to have changed the table of organization to less than 9 firefighters per platoon.

5. The parties agree that the City has and retains the right to change the table of organization and, in that event, the Union will have the option to conduct new bidding upon reasonable notice.

O. Sub-Contracting Clause: If at any time within the period of this contract, subcontracting is planned by the City of duties or services now performed by the members of the

Cohoes Fire Department, the City agrees to meet and discuss such subcontract proposals with the leadership of the Union. (This sub contracting clause shall neither enlarge nor diminish any right that the Association or the City has with regard to subcontracting under the Taylor Law [Civil Service Law Section 200 et seq.])

P. General Health and Safety Committee: The parties agree that a General Health and Safety Committee be set up made up of equal membership between Union and City representatives.

Q. Favored Nations Clause: The City and the Union agree to reopen negotiations in the event any other City unit should receive percentage increases in wages or benefits in excess of percentage increases granted to the Union under this agreement.

R. Disability Benefits: See 207-a Procedure, attached hereto as Appendix "B".

S. EMT Certification: (1) Any member who at the time of commencement of employment was required to be EMT certified shall, if he fails to be recertified, be maintained in his regular assignment. He shall be granted the opportunity to continue to attempt to recertify until he attains such recertification. Following a failure to recertify after three attempts, the member will be dropped to the next pay step until recertification is achieved.

(2) All members who attend certification or recertification classes for the purpose of obtaining or maintaining EMT certification shall be released from duty with pay and without chargeback to leave credits. Members who attend certification or recertification classes and examinations during non-duty hours shall be paid for all such time at the overtime rate of time and one half. Members who are required to maintain EMT status and attend certification or recertification classes and examinations during non-duty hours shall be paid for all such time at the overtime rate of time and one half.

T. EMS Coordinator: The position of Emergency Medical Services Coordinator is a voluntary position and is open to bid;

Job Description: The Emergency Medical Services

Coordinator will be responsible for all Emergency Medical and related educational, reporting and research requirements of the NYDOH and it's respective guidelines and protocols, as well as those established and required by the Regional Emergency Medical Organization (REMO) and the Albany County EMS committee and its designees.

The Coordinator will serve at the direction of the Chief of the Department or his designee, and assist in establishing all EMS SOP's and directives as determined by the Chief in the daily operation and Standard Operating Procedures of the Department EMS program.

Additionally, the Coordinator will be responsible for the following duties:

- Establish and maintain NYDOH "Pilot Recertification Program"
- Develop and establish annual EMS training schedule with Chief or designee
- Perform educational classes on a determined or as required schedule
- Attend meetings of the Albany County Quality Assurance QI/QA committee and the Albany County EMS committee
- Compile and establish filing system for all department PCR's and maintain required reporting and recording in accordance with all NYDOH and REMO requirements
- Prepare monthly reports of EMS calls to the County QI/QA committee, EMS committee, Department Medical Director and REMO
- Maintain complete records of Department member EMT certification and continuing Educational credits
- Submit all required documentation and Con-ED info to the NYDOH for recertification of members
- Maintain Department EMS equipment and supplies
- Act as liaison to Common Council for EMS training, funding, research and equipment needs and requirements

The Position will be compensated with a bi-weekly stipend of \$172.00. The yearly amount will be \$4,472.00

The work of the EMS Coordinator will be performed on

his/her days off from the Fire Department. The Position will not disrupt the normal daily routine or bid positions. In the event the Coordinator must have time off from work, which causes a unit to come out of service he/she will be replaced for that time period.

The work restrictions of this position will apply to anyone who takes the position, regardless of their rank. The next higher rank will monitor their performance.

The City maintains the right to eliminate the position at any time with 30 days notice.

The Union and City agree to meet in 3 months from the date the position is instituted to discuss any concerns and/or complaints with the position.

Minimum Qualifications:

- Minimum 5 years service with the Cohoes Fire Department
- Minimum 5 years certification/experience as NY DOH EMT
- Candidate must maintain NYDOH EMT certification throughout appointment
- Candidate must possess and maintain NY DOH "Certified Instructor Coordinator" certificate
- Candidate must have minimum 1 years experience in NY DOH certified teaching environment. (Certified Lab Instructor/Certified Instructor Coordinator)

Any interested Candidates shall notify the Chief in writing with a complete list of qualification by May 29, 2001.

The position will be bid on a yearly basis starting on June of 2002.

ARTICLE XVIII


RESTORATION AND REEMPLOYMENT

A. The employer, having rehired all the individuals who were laid off during January 1982, reaffirms that these individuals shall suffer no break in seniority as a result of the layoff, but shall receive no credit towards seniority time for the period in which they were off the payroll. Additionally, these individuals shall be allowed to purchase back all sick leave for the money they received upon their separation for said sick leave.

B. Nothing in this Agreement is intended to or shall be construed to diminish, reduce, impair or jeopardize any existing benefits, rights or privileges of any employee or member pursuant to individual contracts of employment heretofore separately entered into in 1982 by and between the City and its employees. Each and every such individual contract shall survive the within Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

THE CITY OF COHOES

By:  10/10/2007
John T. McDonald, Mayor

UNIFORM FIREFIGHTERS OF
COHOES, LOCAL #2562

By:  10/10/2007
Joseph Abbott, President

Appendix A

AGREEMENT dated June _____, 1982, between the CITY OF COHOES, a New York municipal corporation (hereinafter referred to as "Employer") and Uniformed Firefighters of Cohoes, Local 2582 (hereinafter referred to as "Employee").

For and in consideration of the agreements contained herein, and in further consideration of the consent and agreement of the Employee and the Employee's representative, the Uniformed Firefighters of Cohoes, Local 2562, of the International Association of Firefighters, AFL-CIO, (hereinafter referred to as "Local 2562") to settle and discontinue all outstanding claims, grievances, negotiation disputes, litigation and petitions brought by and on behalf of the Employee and Local 2562 against the Employer including claims asserted in: "In the Matter of the Application of Ronald Canestrari, et al. vs. Uniformed Firefighters of Cohoes, Local 2562, IAFF", Supreme Court, Albany County, Decision rendered May 27, 1982, "In the Matter of the Interest Arbitration between the City of Cohoes, New York and the Uniformed Firefighters of Cohoes, New York, Local 2562, IAFF" Case No. 1A80-44; M80-517, "In the Matter of the Application of Ronald Canestrari, et al. vs. Uniformed Firefighters of Cohoes, Local 2562, IAFF", Supreme Court, Albany County, Index No. 0713-82, "In the Matter of the City of Cohoes and Uniformed Firefighters of Cohoes, New York, Local 2562, IAFF", New York State Public Employment Relations Board Case No. U-5961, grievance dated January 7, 1982, April 6, 1982 and April 30, 1982, "Petition for the Submission to the Electors of the City of Cohoes a Local Law Amending Section 158 of the Charter of the City of Cohoes, New York", filed on April 19, 1982, with the City Clerk, City of Cohoes, New York, the settlement of terms and conditions of employment for the period June 1982 through December 31, 1984, and certain other claims asserted against the Employer not presently formally initiated and which will not be initiated, which settlements and discontinuances have benefitted the Employer and released it from liabilities thereunder; and for other good and valuable consideration;

And the Employer having concluded and agreed that this Agreement: Will promote a harmonious and cooperative relationship between the Employer and its employees, will protect the public by assuring, at all times, the orderly and uninterrupted operations of the Employer and its Fire Department, is in the best interest and welfare of the public,

and is compatible with the financial status of the Employer; and the Employer having further concluded and agreed that this Agreement violated no public policy of the State of New York and does not invade impermissibly on the Employer's discretion, the parties agree as follows:

FIRST: The Employer agrees to employ the Employee and the Employee accepts employment as a member of the Fire Department of the City of Cohoes in the certified or recognized bargaining unit, as it may be amended or changed in the future, upon the terms and conditions contained in this Agreement.

SECOND: The term of employment hereunder shall be for a period commencing June ____, 1982, to continue until such time as the Employee shall have attained the mandatory service retirement age applicable to him or shall have attained the age or performed the period of service specified by applicable law for the termination of his service, subject to the following:

1. The Employer shall not lay-off, suspend, or terminate the Employee due to budgetary or financial reasons or due to the abolition or consolidation of programs or positions or for any other reason except as may be allowed by Sections 75 or 73 of the Civil Service Law; and

2. The Employee may, at his option, retire or otherwise leave his employment with the Employer as provided by law and subject to the aforesaid collective bargaining agreement dated June ____, 1982 between the Employer and Local 2562, as said agreement now exists and as it may be amended or superseded in the future.

THIRD: This Agreement is to be read in conjunction with the aforesaid collective bargaining agreement dated June ____, 1982, between the Employer and Local 2562, and the employer and the Employee agree that such collective bargaining agreement shall set the terms and conditions of employment to be followed by the Employer and the Employee to the extent that such agreement, as it may be amended or superseded, is not inconsistent with the provisions of this Agreement. This Agreement shall be made an appendix to the aforesaid collective bargaining agreement between the Employer and Local 2562 dated June ____, 1982 and any agreement which amends or supersedes that collective bargaining agreement, but, this Agreement is independent of and shall survive the expiration or termination of the aforesaid collective bargaining agreement between the Employer and Local

2562 dated June ____, 1982, and any agreement which amends or supersedes that collective bargaining agreement.

FOURTH: In the event that the Employer elects to terminate the employment of the Employee contrary to the terms of this Agreement, or if the Employer or another successfully petitions or joins in a petition to a court of competent jurisdiction to render a final determination that the provisions for employment for the term hereunder are unenforceable and the employer subsequently terminates the employee, the Employer shall pay the employee an amount equal to ninety (90%) percent of the base salary of the employee at the time of said termination multiplied by the number of years remaining until such time as the Employee would have attained the mandatory service retirement age applicable to him or would have attained the age or performed the period of service specified by law for the termination of his service if employment had continued. For the purposes of this paragraph, any portion of a year of the remaining term of the Employee's employment shall be prorated. The Employee and the Employer agree that the payments as set forth herein are reasonable, and not a penalty, based upon the facts and circumstances of the parties at the time of entering this Agreement, and with due regard to future expectations.

FIFTH: Insofar as any provision of this Agreement conflicts with a local law, ordinance or resolution of the City of Cohoes, appropriate Common Council action shall be taken to render such local law, ordinance or resolution compatible with this Agreement. Upon the execution of this Agreement by the parties, appropriate Common Council action will be taken to approve and ratify the terms of this Agreement.

SIXTH: Any claimed violation, misinterpretation or inequitable application of any of the terms of this Agreement may be submitted to arbitration by either the Employer or the Employee or a representative including Local 2562, on behalf of the Employee.

Arbitration will be invoked by written notice to the other party of intention to arbitrate. Upon receipt of a notice to arbitrate, the Employer and the Employee, or the Employee's representative, will each appoint an arbitrator to represent them and each will notify the other of the person so designated within five (5) working days of the notice. The two designated arbitrators will meet and appoint a third disinterested person to act as Chairman of the Board of Arbitrators. In the event the

third person cannot be agreed upon within ten (10) working days of the demand or notice for arbitration, they will request the New York State Public Employment Relations Board to appoint an impartial arbitrator to act as Chairman in accordance with its then applicable rules and regulations. In the event that the New York State Public Employment Relations Board is unavailable to appoint an impartial arbitrator to act as Chairman, the arbitrators shall request the American Arbitration Association to appoint an impartial arbitrator to act as Chairman in accordance with its then applicable rules and regulations.

The Arbitration Board will have broad powers to determine the issues presented and the Board may call upon either party to provide evidence or material necessary to resolve the dispute. The Arbitration Board shall not have the power to add to, subtract from or modify any provision of this Agreement. The decision of the Arbitration Board shall be final and binding upon both parties, who shall share equally the fee and expenses of the impartial arbitrator. The Arbitration Board shall have the power to award damages in accordance with the terms of this Agreement.

SEVENTH: Nothing in this Agreement is intended to or shall be construed to diminish or impair any existing benefits, rights or privileges which the Employee now enjoys as a member and employee of the Fire Department of the City of Cohoes.

EIGHTH: This Agreement shall not be changed or modified except in writing duly executed by the parties.

Employee

THE CITY OF COHOES, NEW YORK

By: _____
John I. McDonald, Mayor

By: _____
Andrew Gisondi, Chief Fire
Department of City of Cohoes

By: _____
Brian Kremer Esq.
Corporation Counsel, City of
Cohoes

ADDENDUM NOVATION AND AUTHORIZATION

Dated: December ____, 1984

This addendum amends a 1982 employment agreement between employee, and the city of Cohoes, New York, employer.

1. Paragraph #2 thereof is hereby amended to read: "For and in consideration of the sum of Fifty (\$50.00) Dollars paid by the employee, and in consideration of the agreements contained herein, and in further consideration of the authorization of the employee to deduct the sum of Fifty (\$50.00) Dollars from his paycheck on 12/21/84, and for other good and valuable consideration."

2. All other terms and conditions of the agreement are hereby mutually reaffirmed, and the execution of this addendum shall serve at the City's authorization to proceed with the deduction.

Employee

Mayor

Appendix B

NEW SALARY SCHEDULE

	<u>CAPTAIN</u>	<u>LIEUTENANT</u>	<u>TOP GRADE FIREFIGHTER</u>
<u>2004</u>	\$54,896.40	\$48,002.27	\$45,411.68
+3%	<u>\$1,646.89</u>	<u>\$1,440.07</u>	<u>\$1,362.35</u>
<u>2005</u>	\$56,543.29	\$49,442.34	\$46,774.03
+3.85%	<u>\$2,176.92</u>	<u>\$1,903.53</u>	<u>\$1,800.80</u>
<u>2006</u>	\$58,720.21	\$51,345.87	\$48,574.83
+4.25%	<u>\$2,495.61</u>	<u>\$2,182.20</u>	<u>\$2,064.43</u>
<u>2007</u>	\$61,215.82	\$53,528.07	\$50,639.26

NEW HIRES AFTER JANUARY 1, 2001

	<u>START</u>	<u>2 YRS.</u>	<u>4 YRS.</u>	<u>6 YRS.</u>	<u>8YRS.</u>
<u>2000</u>	\$24,500.00	\$27,941.00	\$31,882.00	\$35,823.00	\$39,767.51
+3%	<u>\$735.00</u>	<u>\$838.23</u>	<u>\$956.46</u>	<u>\$1,074.69</u>	<u>\$1,193.03</u>
<u>2001</u>	\$25,235.00	\$28,729.23	\$32,838.46	\$36,897.69	\$40,960.54
+3%	<u>\$757.05</u>	<u>\$863.38</u>	<u>\$985.15</u>	<u>\$1,106.93</u>	<u>\$1,228.82</u>
<u>2002</u>	\$25,992.05	\$29,642.61	\$33,823.61	\$38,004.62	\$42,189.36
+4%	<u>\$1,039.68</u>	<u>\$1,185.70</u>	<u>\$1,352.94</u>	<u>\$1,520.18</u>	<u>\$1,687.57</u>
⋮					
<u>2003</u>	\$27,031.73	\$30,828.31	\$35,176.55	\$39,524.80	\$43,876.93
+3.5%	<u>\$946.11</u>	<u>\$1,078.99</u>	<u>\$1,231.18</u>	<u>\$1,383.37</u>	<u>\$1,534.75</u>
<u>2004</u>	\$27,977.84	\$31,907.30	\$36,407.73	\$40,908.17	\$45,411.68
+3%	<u>\$839.34</u>	<u>\$957.22</u>	<u>\$1,092.23</u>	<u>\$1,227.25</u>	<u>\$1,362.35</u>

<u>2005</u>	\$28,817.18	\$32,864.52	\$37,499.96	\$42,135.42	\$46,774.03
+3.85	<u>\$1,109.46</u>	<u>\$1,265.28</u>	<u>\$1,443.75</u>	<u>\$1,622.21</u>	<u>\$1,800.80</u>
 <u>2006</u>	 \$29,926.64	 \$34,129.80	 \$38,943.71	 \$43,757.63	 \$48,574.83
+4.25%	<u>\$1,271.88</u>	<u>\$1,450.52</u>	<u>\$1,655.11</u>	<u>\$1,859.70</u>	<u>\$2,064.43</u>
 <u>2007</u>	 \$31,198.52	 \$35,580.32	 \$40,598.84	 \$45,617.33	 \$50,639.26

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Appendix C

President _____ asks for unanimous consent for the introduction and passage of the following ordinance local law.

A LOCAL LAW AMENDING THE CHARTER OF THE
CITY OF COHOES IN RELATION TO INDEMNIFICATION
OF OFFICERS AND EMPLOYEES

BE IT ENACTED by the Common Council of the City of Cohoes as follows:

Section 1. ARTICLE V of Chapter 130 of the Laws of 1915, as amended, entitled "An Act to Revise the Charter of the City of Cohoes" is hereby amended by adding a new section to be known as Section 69 to read as follows:

"§69. DEFENSE AND INDEMNIFICATION OF OFFICERS AND EMPLOYEES.

1. As used in this section, unless the context otherwise requires, the term "employee" shall mean any person holding a position by election, appointment or employment in the service of the City of Cohoes, whether or not compensated or a volunteer expressly authorized to participate in a City-sponsored volunteer program, but shall not include an independent contractor. The term "employee": shall include a former employee, his estate or judicially appointed personal representative, if applicable.

2. (a) Upon compliance by the employee with the provisions of subdivision 4 of this section, the City of Cohoes shall provide for the defense of the employee in any civil action or proceeding in any State or Federal Court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting in the scope of his public employment or duties, or which is brought to enforce a provision of Section 1981 or 1983 of Title 42 of the United States Code. (42 USCA 1981 or 1983). This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the State of New York or the City of Cohoes.

(b) Subject to the conditions set forth in paragraph (a) of this subdivision, the employee shall be entitled to

be represented by the Corporation Counsel, provided, however, that the employee shall be entitled to representation by a private counsel of his choice in any civil judicial proceeding whenever the Corporation Counsel determines, based upon his investigation and review of the facts and circumstances of the case, that representation by the Corporation Counsel would be inappropriate, or whenever a court of competent jurisdiction, upon appropriate motion or by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by private counsel of his choice. The Corporation Counsel shall notify the employee in writing of such determination that the employee is entitled to be represented by a private counsel. The Corporation Counsel may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. If the employee or group of employees is entitled to representation by a private counsel under the provisions of this section, the Corporation Counsel shall so certify to the Comptroller. Reasonable attorney's fees and litigation expenses shall be paid by the City to such private counsel from time to time during the pendency of the civil action or proceeding subject to certification that the employee is entitled to representation under the terms and conditions of this section by the head of the department, commission, office or agency in which such employee is employed and upon the audit and warrant of the Comptroller. Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorney's fees shall be resolved by the court upon motion or by way of a special proceeding.

(c) Where the employee delivers process and a request for a defense to the Corporation Counsel as required by subdivision 4 of this section, the Corporation Counsel shall take the necessary steps including the retention of private counsel under the terms and conditions provided in paragraph (b) of subdivision 2 of this section on behalf of the employee to avoid entry of a default judgment pending resolution of any questions pertaining to the obligation to provide for a defense.

3. (a) The City of Cohoes shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in any State or Federal

Court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or settlement arose, occurred while the employee was acting within the scope of his public employment or duties; the duty to indemnify and save harmless prescribed by this subdivision shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

(b) An employee represented by private counsel shall cause to be submitted to the head of the department, commission, office or agency in which he is employed any proposed settlement which may be subject to indemnification by the City and if not inconsistent with the provisions of this section, such head of the department, commission, office or agency in which he is employed shall certify such settlement, and submit such settlement and certification to the Corporation Counsel. The Corporation Counsel shall review such proposed settlement as to form and amount and shall give his approval if in his judgment the settlement is in the best interests of the City. Nothing in this subdivision shall be construed to authorize the City of Cohoes to indemnify or save harmless any employee with respect to a settlement not so reviewed and approved by the Corporation Counsel.

(c) Nothing in this subdivision shall authorize the City of Cohoes to indemnify or save harmless an employee with respect to punitive or exemplary damages, fines or penalties, or money recovered from an employee pursuant to §51 of the General Municipal Law of the State of New York.

(d) Upon entry of a final judgment against the employee, or upon the settlement of the claim, the employee shall cause to be served a copy of such judgment or settlement, personally or by certified or registered mail within 30 days of the date of entry or settlement, upon the head of the department, commission, office or agency in which he is employed; and if not inconsistent with the provisions of this section, such judgment or settlement shall be certified for payment by such head of the department, commission, office or agency. If the Corporation Counsel concurs in such certification, the judgment or settlement shall be paid upon the audit and warrant of the Comptroller.

4. The duty to defend or indemnify and save harmless prescribed by this section shall be conditioned upon

(a) delivery to the Corporation counsel or his designee, at the office of the Corporation Counsel in the City of Cohoes, by the employee of the original or a copy of any summons, complaint, process, notice, demand or pleading within five working days after he is served with such document, and

(b) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the City provided his defense pursuant to this section.

5. The benefits of this section shall inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party nor shall any provisions of this section be construed to affect, alter or repeal any provisions of the Workers Compensation Law.

6. This section shall not in any way affect the obligation of any claimants to give notice to the City of Cohoes under §50-e of the General Municipal Law or any other provision of law.

7. The provisions of this section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

8. The provisions of this section shall apply to all actions and proceedings instituted after January 1, 1980.

9. Except as otherwise specifically provided by this section, the provisions of this section shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any unit, entity, officer or employee of the City, or any right to defense and/or indemnification provided for any municipal officer or employee by, in accordance with or by reason of any other provision of State, Federal or local statute or common law.

10. If any provision of this section or the application thereof to any person or circumstance be held unconstitutional or invalid in whole or in part by any court of competent jurisdiction, such holding of unconstitutionality or invalidity shall in no way affect or impair any other provision of this section or the application of any such provision to any other person or circumstance.

Section 2. This local law shall take effect upon approval by the Mayor.

Approved as to from this _____ day of _____, 2007

Corporation Counsel

Engrossed and signed by of the President of the Common Council and attested by the Clerk of the Common Council the ____ day of _____, 2007

Clerk

President

I hereby approve the foregoing Local Law of the Common Council.

PROCEDURE FOR THE ADMINISTRATION OF
GENERAL MUNICIPAL LAW SECTION 207-a BENEFITS

1. A firefighter claiming a right to benefits pursuant to General Municipal Law Section 207-a (hereinafter "Section 207-a") shall file a written application with the Chief, or his/her designee, within ten (10) days of the event giving rise to the need for benefits or the firefighter's reasonable knowledge thereof. If the firefighter is incapacitated, the Union or the firefighter's family may file the application on behalf of the firefighter. In the discretion of the City, the ten (10) day application time limit may be waived. Such discretion shall not be unreasonably denied. The application shall include a description of the incident and medical report casually connecting the incident to the claimed injury (See Appendix A).

2. The firefighter shall provide a medical release, a copy of which is attached hereto, and made a part hereof, to allow the City to obtain copies of medical records pertaining to the injury or illness for which he/she claims entitlement to benefits and any other previous injury or illness which, in the reasonable opinion of the City doctor, could be associated with the injury for which benefits are sought. If a firefighter objects to production of records which may or may not be related to the injury or illness, such records will not be produced

pending a final resolution of the issue if the firefighter produces a medical opinion which states that the previous injury or illness is not associated with the injury or illness for which benefits are sought. In the case of such disagreement, a third doctor will be selected by mutual consent and that doctor will render a final and binding opinion on the relevancy of the records. The cost for the third doctor's opinion will be shared equally by the parties. The third doctor's opinion shall not be subject to arbitration. A copy of all medical records received by the City shall be provided to the applicant at no cost.

3. Upon submission of a full and complete application, including the initial medical report mentioned in paragraph 1, the firefighter shall be entitled to full compensation including all contractual benefits until the City makes its initial determination.

4. The City shall issue its initial determination of eligibility for benefits within a reasonable time after receipt of the full and complete application by the Chief. The City may take statements from witnesses and may have the applicant examined by a physician(s) of its own choosing in order to make its determination. The City may also request a supplemental statement from the applicant providing more detail than that

contained in the application for Section 207-a benefits. The determination of the City shall be rendered in writing and, in the event the application is denied, a copy of all records and documentation received and/or relied upon in making the determination shall be provided to the firefighter.

5.(a) Except as set forth below, if the City approves the 207-a application, the City shall pay the firefighter all contractual benefits including his/her salary, longevity, health insurance, pension, cash-out time, dues deduction, and seniority. Eligible firefighters shall not receive holiday pay. In addition, those firefighters injured subsequent to the execution of this policy shall not accrue sick leave pursuant to Article XIIA (B)(1). If the City desires the injured firefighter to work light duty, then the City may do so pursuant to the provisions of paragraph 8. Firefighters receiving 207-a benefits and performing light duty shall receive all contractual benefits, including holiday pay.

(b) If the City denies the 207-a application, the firefighter shall use his/her accumulated sick leave until it is exhausted. Once exhausted, the City shall extend additional sick leave as necessary until the determination becomes final.

(c) If the firefighter, after arbitration (See Para. 9), is denied 207-a benefits but has been extended additional sick leave by the City, the City shall be allowed to recoup such sick leave as permitted by the contract. If the firefighter does not return to duty and/or otherwise fails to fully reimburse the City, then a cause of action shall accrue in favor of the City for such reimbursement.

6. A firefighter disputing the City's determination shall be permitted to dispute same in accordance with paragraph 9 of this Procedure.

7. If the City disputes the continued eligibility for benefits of a firefighter previously granted Section 207-a benefits, the City shall provide written notice of same to the firefighter. The firefighter shall have thirty (30) days from the receipt of the City's notice to come forward with medical proof from a physician that he is incapable of performing his duties as a firefighter as a result of an injury or illness resulting from the performance of his/her duties. In the event that the City does not agree with the determination of the member's physician, the City shall notify the member within fifteen (15) days of receipt of the report from the physician, in writing of its determination. In such event, the

firefighter's capability of performing his regular firefighter duties shall be submitted to an arbitrator in accordance with paragraph 9 of this Procedure. The burden of proof shall be on the City to show that the member is capable of returning to duty. The City shall not discontinue payment of said benefits until an arbitrator renders an award in which it is determined that the firefighter is capable of performing his regular duties. If the firefighter fails to come forward with medical proof from a physician that he is incapable of returning to his regular firefighting duties because of an illness or injury resulting from the performance of his/her duties within the above-referenced time frame, he shall return to full duty. The City shall be permitted to have any firefighter receiving Section 207-a benefits examined by a physician(s) of its choosing at its discretion. Should any firefighter refuse to attend such an examination after at least 15 days after delivery of written notice, he/she shall be subject to disciplinary charges. All notices served under this policy shall be served on the firefighter by certified mail, return receipt requested at the firefighter's permanent address on file with the fire department.

8. The City may assign firefighters applying for or receiving 207-a benefits to a light duty assignment. Firefighters

performing light duty shall be entitled to all contractual benefits. Light duty shall be consistent with their status as a firefighter. Prior to the assignment, the City shall provide the firefighter with a list of duties to be performed, which will be chosen from the light duty profile in Exhibit _____. If any firefighter disputes his capability of performing the light duty assignment, he/she shall have thirty (30) days from receipt of the City's notice to come forward with a statement from his/her physician that he/she is incapable of performing the duties to be assigned. In such event, the issue of the firefighter's capability of performing the light duty assignment, shall be submitted to arbitration, in accordance with paragraph 9 of this Procedure. The firefighter shall not be required to perform the light duty assignment and shall continue to receive section 207-a-benefits until the thirty (30) day period-expires without the firefighter coming forward with medical proof of his inability to perform the light duty assignment or the rendering of an award by the arbitrator. The City shall be permitted to amend or modify the original light duty assignment to comply with the medical statement obtained by the firefighter. Firefighters who are expected to be on light duty for nine (9) months or less, shall work their regular 24 hour shift out of Central Station. Otherwise, they shall be required to work a Monday through Friday schedule and,

unless the medical proof suggests otherwise, shall work a forty hour week. No firefighter shall work light duty on their regular 24 hour shift for more than 9 months. Any firefighter refusing to work light duty in violation of an arbitrator's award, or after failing to come forward with a statement from his/her physician that he/she is incapable of performing the duties assigned, shall be subject to disciplinary charges and termination of benefits.

9.(a) Any denial of 207-a benefits by the City or light duty dispute under this Procedure shall be submitted to arbitration in accordance with Article X of the Labor Agreement between the City and the Union, except as follows:

(i) The member of the Union shall file a Demand For Arbitration with the NYS Public Employment Relations Board within 30 days after the City's determination is received.

(ii) Compliance with the earlier steps of the grievance procedure shall not be required.

(b). If the issue submitted to the arbitrator involves the firefighter's initial eligibility for benefits, the arbitrator shall find for the City if the City's initial determination was supported by substantial evidence. The arbitrator shall find

for the firefighter if the City's initial determination is not supported by substantial evidence. If the issue involves the discontinuance of 207-a benefits or eligibility for light duty, the burden of proof shall be on the City. In this case, the arbitrator shall find for the City if the City proves by a preponderance of the evidence that the firefighter is no longer eligible for benefits or can perform light duty.

(c). The decision of the arbitrator shall be final and binding on the parties.

(d). The fee of the arbitrator shall be shared equally by the City and the Union. In the event that the Union declines to proceed with the 207-a case, the firefighter may proceed on his/her own. In such case, all costs associated with the 207-a case shall be the sole responsibility of the member. In no event will the City be responsible for more than $\frac{1}{2}$ the applicable fees.

10. Firefighters absent from duty for more than 30 days and receiving 207-a benefits and who are not performing light duty shall not be entitled to accrue sick leave during their absence. However, if a firefighter returns to full duty, for a period of six months without missing any work because of the

disabling injury, he shall be credited with one half of the sick leave he would have accrued during his absence. Upon completion of one full consecutive year of duty without missing any work because of the disabling injury, he will be credited with the other half of the sick leave he would have accrued. Paragraph 10 shall not apply to firefighters injured and receiving Section 207-a benefits prior to the execution of this Procedure.

11. The City and the Union acknowledge that Section 207-a prohibits active and retired firefighters receiving 207-a benefits from engaging in certain employment activities. A firefighter receiving Section 207-a benefits who is permanently disabled and retires shall be permitted to engage in the certain employment activities otherwise prohibited by Section 207-a under the following circumstances only:

- (a). If prior to the commencement of said prohibited employment activities, the firefighter executes a waiver of his rights to receive the additional salary paid pursuant to subdivision 2 of Section 207-a until such time as he/she discontinues such prohibited employment activities, but in no event less than one year; and

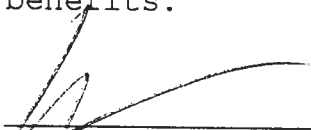
(b). If offered or made available by any prospective employer at no cost to the firefighter (excluding co-pays of any type), he/she enrolls in the health insurance program of said employer.

12. An active firefighter who is receiving 207-a benefits and who at the time of injury is gainfully employed outside the Cohoes Fire Department will not be required to terminate his/her outside employment or lose 207-a benefits if he/she continues to work in such employment for a period not to exceed four (4) months. If a firefighter is capable of performing "light duty" as specified in the profiled attached as Exhibit ____, and the City chooses not to utilize the firefighter for a light duty assignment, the firefighter may continue to work in such outside employment for an additional five (5) month period.

13. The City and Union acknowledge that 207-a benefits are not subject to state or federal tax withholdings. However, the firefighter receiving such benefits may elect to have said taxes withheld by notifying the City of the same in writing. Amended W-2s will be provided upon request.

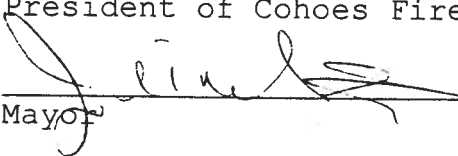
14. The term "days" as used herein shall mean calendar days.

15. Except as stated below, firefighters receiving 207-a benefits shall not accrue further sick leave pursuant to Article XIIIA(B)(1) of the contract. This paragraph shall not apply to firefighters who are currently receiving 207-a benefits.



Shawn Morse
President of Cohoes Firefighters

Date: 4/14/09



Mayor

Date: 2/14/15

ADDENDUM TO 207-A PROCEDURE

WAIVER OF SUPPLEMENTAL WAGE BENEFITS PAYABLE

PURSUANT TO GENERAL MUNICIPAL LAW SECTION 207-A(2)

I, _____, pursuant to paragraph 11 of the
207-a Procedure, hereby:

a. Waive my claim to the supplemental wage payable by the City pursuant to General Municipal Law Section 207-a(2) for the period I am engaged in employment (self-employment or otherwise), but not less than one (1) year.

b. If I am offered health insurance coverage at no cost with equal benefits to that which I was enrolled and provided by the City (City Plan, CDPHP, etc.), I will accept such benefits and waive my right to receive health insurance from the City.

c. After the one (1) year period, if I cease my employment activities, my General Municipal Law Section 207-a(2) benefits will be reinstated as if I had never engaged in said employment activities. Within two (2) weeks of my request, the City will begin the 207-a payments and if applicable, health insurance coverage,

beginning upon the date of termination of outside
employment or the date of the request whichever is later.

DATE:

Name of Firefighter

Receipt Acknowledged:

Fire Chief

Appendix "A"-FORM 2

Release of Confidential Medical Information

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the City of Cohoes, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my injury of _____ (insert date) and treatment rendered therefor.

*This release is given upon the condition that any records provided pursuant to this medical release will be provided simultaneously to the firefighter. Any cost for these copies will be paid by the City of Cohoes, New York. The health care provider is not authorized to prepare any special medical reports or otherwise communicate about the firefighter's condition.

CONFIDENTIALITY:

The medical records released are to be used solely by the City to carry out its obligations under Section 207-a of the General Municipal Law, administering the contractual 207-a procedures, or where the release of authorized or required by law. For 207-a purposes that may only be accessed by the attorney for the City of Cohoes, New York, the Chief of the Fire Department, and their designated medical experts or to others authorized by the attorney for the City for the purpose of presenting evidence at 207-a hearings. If release of these records to others are authorized or required by law, the City will provide written notification to the firefighter listing the records released and to whom the records were released. Access without the firefighter's consent by any other individuals will be considered a breach of the City's contractual obligation to keep these records confidential.

I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons or facility receiving it, and would then no longer be protected by federal privacy regulations.

I may revoke this authorization by notifying the health information management department in writing of my desire

taken in reliance on this authorization cannot be reversed, and my revocation will not affect those actions. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. I understand that the medical provider to whom this authorization is furnished may not condition its treatment of me on whether or not I sign the authorization.

Unless otherwise revoked, this authorization will expire in twelve months from signature.

Signature of Firefighter

Printed name of Firefighter

Date

New York State Policemen's &
Firemen's Retirement System
Governor Smith State Office Building
Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of
the Retirement Law instructing me to notify your department
of any and all injuries sustained in the line of duty as a
member of the City of Cohoes Fire Department, I hereby
submit the following report:

Name of injured Firefighter

Registration Number

Address

Date of incident

Time of incident

Description of
injury _____

Medical care
required _____

Remarks _____

Signature of Firefighter

Witness to injury

Date

Appendix "A"-FORM 4

Report of Exposure*

Name:

Position/Rank:

Date of claimed exposure:

Substance to which the firefighter claims to have been exposed:

Place (address) where claimed exposure took place:

Name of witnesses to exposure:

Was the exposure investigated?

By whom:

Date

Signature of Firefighter

Date

Signature of Firefighter

*This form is to be used by a firefighter to report a claimed exposure to hazardous substances. A copy of this report will be placed in the firefighter's personnel file.

Contract: Cohoes Firefighters