

AGREEMENT

BETWEEN

CITY OF FULTON

And

**INTERNATIONAL ASSOCIATION
of FIREFIGHTER'S LOCAL 3063**

for

2012 - 2014

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ARTICLE 1

Recognition and Unchallenged Representation

1.1 Recognition

The City, pursuant to the certification of the New York State Public Employment Relations Board, recognizes The International Association of Fire Fighters, Local 3063 as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for employees serving in positions within the Fire Department of the City of Fulton, New York.

1.2 Unchallenged Representation

The City and the Union agree, pursuant to Section 208 of the Civil Service Law, that the Union shall have unchallenged representation status for the maximum period permitted by law.

ARTICLE 2

Definitions

2.1 For the purposes of this Agreement the following terms shall be defined as provided by the Article:

- a. "City" shall mean the City of Fulton, New York.
- b. "Employee" shall mean a person serving in a position in the Fire Department as sworn Firefighter, Lieutenant, Captain or Assistant Chief, excluding the Fire Chief.
- c. "Union" shall mean the International Association of Fire Fighters, Local 3063.
- d. "Department" shall mean the Fire Department of the City of Fulton.

ARTICLE 3

Benefits Preserved

3.1 With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement any benefit, privilege or past practice. The City recognizes that there may be past practices not explicitly covered by the language of this Agreement. With respect to such past practices, the City will not diminish or impair such past practices. The City and the Union agree that they have altered certain contract language to "clean it up" and

“eliminate redundancies”. In doing so, this alteration of contract language does not alter or eliminate any previously existing benefits, other than those specifically addressed during collective bargaining.

ARTICLE 4

Grievance Procedure

4.1 Purpose

The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances. The City, Union and employees shall endeavor initially to resolve grievances informally when feasible.

4.2 Definitions

- a. A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.
- b. The term grievance shall also mean a claim of an arbitrary, capricious, improper or unjust action that may arise under any rule, regulation, or administrative order of the City, or its agents, exclusive of Section 75 of the New York State Civil Service Law.
- c. In lieu of the procedures set forth in Section(s) 75 and 76 of the Civil Service Law, an employee served with Disciplinary action shall have the right to file a grievance challenging same, pursuant to the procedures set forth in Article 4 Section 4.4, 4.5 and 4.7 of the contract.

4.3 Representation

The Union shall have the exclusive right to represent any employee, upon his/her request, at any step of the grievance procedure, provided, however, that the individual employee may, upon notice of the Union, initiate and represent himself/herself or with a representative of his/her choice in processing his/her own grievance at Step 1; provided further, however, no resolution of an individually-processed grievance shall be inconsistent with this Agreement, and for this purpose the Union shall receive prior notice, and a reasonable opportunity to be heard, on the resolution of any grievance so processed at Step 1, before it is decided.

4.4 Requirements for Filing Grievances and Grievance Appeals

- a. A grievance must be submitted in writing.

- b. Each grievance shall contain a short, plain statement of the grievance, the facts surrounding it, the specific term or provision of Agreement claimed to have been violated, and the remedy sought.

4.5 Requirements for Processing Grievances and Grievance Appeals

- a. Step 1 – A grievance shall be filed by an employee/Union member as appropriate, at Step 1, with the Fire Chief within fifteen (15) calendar days following the act or omission giving rise thereto, or the date on which the employee first knew or reasonably should have known of such act or omission if that date is later. The Fire Chief shall conduct a review and shall issue a response in writing within fifteen (15) calendar days after receipt of the grievance.
- b. Step 2 – If the response at Step 1 does not resolve the grievance, the grievant or the Union as appropriate, may appeal the Step 1 response by filing an appeal with the Mayor or his designee within fifteen (15) calendar days after receipt of the Step 1 response. Such an appeal shall be in writing and shall include a copy of the grievance filed at Step 1, a copy of the Step 1 decision and a short, plain statement of the reasons for disagreement with the Step 1 decision. The Mayor or his/her designee shall conduct a review and issue a response in writing to the grievant and the Union within fifteen (15) calendar days after receipt of the appeal.
- c. Step 3 – If the response at Step 2 does not resolve the grievance, the Union, through its President or his designee, may proceed to arbitration by filing within thirty (30) calendar days after receipt of the Step 2 response from the Mayor, a Demand for Arbitration with the appropriate agency. The Demand for Arbitration must include a proposed statement of the issue to be decided.

4.6 Procedures Applicable to Arbitration

- a. Selection of Arbitrators

Within fifteen (15) calendar days after the receipt of the Demand for Arbitration, either party may ask the American Arbitrators Association or PERB for a list of five (5) arbitrators from the AAA Panel or the PERB Panel. Selection shall be by mutual agreement or by alternately striking names from the list on the Panel until only one (1) name remains. The right of first choice to strike from the list shall be determined by lot. The parties may agree to substitute another person for a member of the Panel. If the parties cannot agree on the selection of an arbitrator within fifteen (15) calendar days of the receipt of the list, either party may ask the AAA or PERB to designate an arbitrator who shall have the authority to hear and decide the dispute.

b. Authority of Arbitrator

1. The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this Agreement. He/She shall confine his/her decisions solely to the application and/or interpretation of this Agreement.
2. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

c. Arbitrability

1. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall have the authority initially to determine whether or not the issue in dispute is arbitrable under the express terms of this Agreement. Once a determination that an issue is arbitrable has been made, the arbitrator shall proceed to determine the merits of the issue(s) submitted to arbitration.

d. Time and Place of Hearing

1. The arbitrator shall hold the hearing in Fulton unless otherwise agreed to by the parties within fifteen (15) calendar days of his/her acceptance of his/her selection or as soon thereafter as is practicable.

e. Date of Decision

1. The arbitrator shall issue his/her decision within thirty (30) calendar days after the close of the hearing, unless additional time is agreed to by the parties.

f. Effect of Decision

1. The decision or award of the arbitrator shall be final and binding.

g. Fees and Expenses

1. All fees and expenses shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Any other cost associated with the arbitration such as the rental of a room or a court reporter should be borne by the party requesting said services or shared equally provided there is mutual agreement for incurring such cost.

4.7 Time Limits

- a. All of the time limits contained in this Article may be extended by mutual agreement of the parties.
- b. The failure of the City to meet deadlines specified herein shall permit advancing the matter to the next step. The failure by the grievant or the Union to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance.

ARTICLE 5

Discrimination Policy

5.1 Prohibitions

- a. The City agrees to continue its established policy prohibiting all forms of illegal discrimination with regard to race, creed, color, religion, national origin, sex, age or disability.
- b. The Union agrees to continue its established policy prohibiting all forms of illegal discrimination with regard to race, creed, color, religion, national origin, sex, age or disability.
- c. The City and Union shall not deliberately discriminate against an employee as a result of the proper exercise of his/her rights guaranteed by the Public Employees' Fair Employment Act.
- d. The City shall not discriminate against any member on account of his/her membership or non-membership in, or duties on behalf of the Union.

5.2 Discrimination Claim Procedure

- a. Claims of illegal discrimination under this Article shall be subject to state and federal procedures established for such purpose (and shall not be subject to provisions of the Grievance Procedures of this Agreement). This article does not impose and or obligate duties upon the union or the employer.

ARTICLE 6

Legal Counsel

6.1 Civil Claims

- a. In the event an employee is faced with a civil claim arising out of an incident in the discharge of his/her duties within the scope of his/her employment with the Department, the City shall provide legal counsel for his/her protection and shall hold the employee harmless from any financial loss, other than punitive damages.

ARTICLE 7

Safety Committee & Labor/Management Committee

7.1 Safety Committee

- a. The City agrees that it will establish a Safety Committee to review the safety, health and working conditions in the Department. The Safety Committee shall be comprised of four (4) members, two (2) each of whom shall be designated by the City and by the Union. The committee will be free to inspect any equipment used in the performance of fire work or other work of the Department and shall have the right to consult outside skilled sources for advice and opinions. Upon request of either party, the Safety Committee shall conduct an investigation to determine whether or not a health or safety hazard exists. If a majority of the committee believes that a piece of equipment or apparatus is in unsafe condition and hazardous to life and limb, the committee may make recommendations for the solution of the hazard to the City. In such case and pending corrective action, employees who otherwise would be required to utilize such equipment or apparatus may refrain from doing so until a majority of the committee is satisfied that the hazard has been removed.
- b. To facilitate the progress of the committee, a fifth member of the committee shall be the Mayor or the Executive Assistant to the Mayor if requested by the union
- c. There shall be regularly scheduled quarterly meetings of this committee; however, special meetings shall be convened within ten (10) days of a

written request by either party. The parties should exchange a list of proposed items for discussion seven (7) days prior to the meeting date.

7.2 Labor/Management Committee

- a. With the express purpose of fostering a harmonious relationship, the City and the Union agree to establish a joint Labor/Management Committee. The committee shall provide open communication, discussion and a means for possible resolution of employment problems and misunderstandings that occur between the administration and employees. Additionally, the Labor/Management Committee shall explore areas where cooperative efforts might prove mutually beneficial.
- b. The committee shall be comprised of four (4) members, with two (2) being designated by the City, and two (2) by the Union. There shall be regularly scheduled quarterly meetings of this committee; however, special meetings shall be convened within ten (10) days of a written request by either party. The parties should exchange a list of proposed items for discussion seven (7) days prior to the meeting date.

7.3 The City of Fulton will pay employees who are not on duty a minimum of two hours pay at a rate of time and ½ for attendance at ordered or contractually mandated meetings called by the Chief or the Administration.

ARTICLE 8

Changes in Rules and Regulations

8.1 The City agrees to effect any changes in current rules and regulations of the Department which are in conflict with this Agreement and in the event of any inconsistency or conflict with such rules and regulations the provisions of this Article shall apply.

ARTICLE 9

Vacancies and Civil Service Examinations

9.1 Vacancies

The City agrees to fill promotional vacancies within three (3) months, whenever qualified personnel are available. Entry level vacancies shall be filled by an appointment; at least thirty (30) days prior to the start of the next available New York State certified Firefighter Basic Training Course.

9.2 Civil Service Examinations

The City shall without undue delay schedule and hold any Civil Service tests pertaining to promotions to fill any vacancy caused by retirement, resignation or death of employees. The City shall pay all required fees related to promotional examinations.

ARTICLE 10

Duty

- 10.1 Employees are subject to duty twenty-four (24) hours per day, seven (7) days per week, and any action taken by an employee on his/her time off, which would have been taken by an employee on active duty if present and available, will be considered official action, and the employee shall have all the rights and benefits concerning such action as if he/she were then on active duty.

ARTICLE 11

Travel Allowances

11.1 Definitions

- a. Travel allowances shall be defined as reimbursable expenses for travel outside the City for schooling, court appearances, job related training, or any travel required, ordered or mandated by virtue of an employee's job.
- b. Reimbursable expenses shall be defined as mileage allowance, lodging expense and meals while in an authorized travel status outside the City.

11.2 Meal Reimbursement

Employees who are in an authorized travel status during a meal period shall be reimbursed a maximum of five dollars (\$8.00) for breakfast, ten dollars (\$12.00) for lunch and twelve dollars (\$15.00) for dinner, upon presentation of paid receipts.

11.3 Mileage Reimbursement

An employee shall be entitled to mileage reimbursement at the existing IRS rate when authorized to use their personal vehicle for required travel outside the City, if and when transportation is not provided by the City.

ARTICLE 12

Attendance at Meetings

12.1 Conventions

Two (2) members of the Union shall be granted employee organization leave to attend the annual New York State Professional Fire Fighters Association Convention. The sum of three hundred dollars (\$300.00) will be paid for each employee's expenses by the City. Relief to attend the State Convention will begin at 12:01 a.m. on the day the convention begins. Not more than two members of each duty crew shall be granted such leave except by the prior approval of the Fire Chief.

12.2 Union Business

In addition to the allowances for leave authorized in Section 12.1, in order to attend union activities and transact union business, the Union President or his designee shall receive leave from duty in an amount up to, but not to exceed the equivalent of six (6) 24 hour days. (i.e.: Legislative conferences, district meetings, and union sponsored events). This excused time shall not be taken in less than a six (6) hour increment.

12.3 Meetings of the Fire and Police Commission

Meetings of the Fire and Police Commission shall be conducted in accordance with the New York State Open Meetings Law.

12.4 Excused Time for Contract Negotiations

For the purpose of negotiations, members of the FFA 3063 negotiating committee shall be granted time off with pay.

ARTICLE 13

Uniforms and Equipment

13.1 Equipment Issue

- a. The City shall furnish all new employees of the Department with the necessary equipment required to complete the Basic Course for Fire Fighters at a Fire Academy.

- b. This equipment shall include a set of turnout gear: one (1) fire helmet with ear flaps and eye protection, one (1) turnout coat with removable liner, one (1) pair turnout trousers with suspenders, one (1) pair insulated bunker boots, one (1) pair gloves, one (1) Nomex hood and one (1) 4.5 Scott face piece.
- c. All new employees shall be issued a set of new and unused turnout gear, as soon as possible after their date of hire.

13.2 Uniform Issue

- a. The following new and unused items shall be issued to a new employee no later than upon successful completion of the Basic Course for Fire Fighters at a Fire Academy: three (3) shirts and three (3) trousers that meet or exceed Nomex specifications, one (1) work uniform jacket with removable liner, two (2) black neckties, one (1) black leather belt, one (1) pair black shoes, one (1) dress uniform hat, one (1) hat shield, two (2) work uniform badges and one (1) nameplate.
- b. The following new and unused items shall be issued to a new employee upon completion of the employee's probationary period: one (1) dress uniform (single breasted style with trousers), one (1) dress uniform winter topcoat, one (1) white dress shirt, one (1) pair black dress gloves and two (2) dress uniform badges.

13.3 Employees shall keep the uniform issue up to date at all times. Issue is defined as the items listed in Section 13.2.

13.4 Effective January 1, 2008, Each employee will receive seven hundred twenty five dollars (\$725.00), for uniform and/or equipment expenses. All such reimbursements for those that are planning to retire and newly-appointed permanent employees during a contract year shall be prorated to the number of months actually served as a permanent employee. For retirees during a contract year, the City is authorized to make all deductions necessary hereby from any sums payable by the City upon retirement. For employees disabled during a contract year and not returning to active service, such employees shall retain all uniform and equipment expense already paid on submitted vouchers prior to the date of such disability but will not be paid any further uniform or equipment allowance. The City will establish a petty cash fund to assure prompt payment.

13.5 The City shall replace all uniform and equipment items that are damaged beyond repair while in the performance of official Department duties. The City will also inspect and launder (2) sets of employees issued turnout gear, including the

nomex hood, gloves and suspenders twice a year. The City will replace any part of or all of the employee's primary set of gear that does not pass inspection.

13.6 The City shall provide for any uniform changes or alterations required by the promotion of any employee.

13.7 Personal Property Loss

The City shall establish a line in the Department budget, not to exceed five hundred dollars (\$500.00) per year, regardless of the amount of claims submitted, to cover claims for authorized personal property lost or damaged beyond repair, through no negligence of the employee, while in performance of official Department duties. Replacement of upgraded issue items shall be prorated.

13.8 The City shall be responsible to provide and purchase any newly added uniform or personal protective equipment requirements.

ARTICLE 14

Holidays

14.1 Lump Sum Payment

- a. Each employee shall receive an additional lump sum payment on the first payday in December of each year, equal to eleven (11) days' salary. This sum shall be compensation for the eleven (11) scheduled holidays, whether or not an employee is required to work on such holidays. The number of days shall be prorated for new employees during their first year.
- b. The lump sum payment to each employee pursuant to Section 14.1a, shall be computed based on the employee's rate of pay on the date of each holiday.
- c. Upon termination of service, lump sum payment for scheduled holidays that occur between January 1st and the date of termination shall be included in the employee's final pay.
- d. An employee who is the recipient of benefits, pursuant to Section 207-a of the General Municipal Law, shall not be entitled to any payment under this Article for any holiday that occurs during the period that the said 207-a benefits are being paid.

14.2 Compensation

- a. An employee who works on a holiday specified in Sections 14.3 or 14.4 shall be entitled to additional pay or equal time off, for hours worked on the holiday. The employee shall receive this compensation as specified in Section 18.1a. and be allowed to use it for time off within the limitations as set forth in Article 18.
- b. Entitlement to additional pay or equal time off shall occur for hours worked during the period from 0001 hours through 2400 hours on each holiday listed in Section 14.3 and the period from 1600 hours through 2400 hours on each holiday listed in Section 14.4.

14.3 List of dates of Holidays

During the term of this Agreement, the following dates will be the holidays for the Department:

HOLIDAYS	2012	2013	2014
New Years Day	01/01/12	01/01/13	01/01/14
*Lincoln's Birthday	02/12/12	02/12/13	02/12/14
Washington's Birthday	02/22/12	02/22/13	02/22/14
Good Friday (1/2)	04/06/12	03/29/13	04/18/14
Easter	04/08/12	03/31/13	04/20/14
Memorial Day	05/30/12	05/30/13	05/30/14
Independence Day	07/04/12	07/04/13	07/04/14
Labor Day	09/03/12	09/02/13	09/01/14
*Columbus Day	10/12/12	10/12/13	10/12/14
Elections Day (1/2)	11/06/12	11/05/13	11/04/14
Veterans Day	11/11/12	11/11/13	11/11/14
Thanksgiving Day	11/22/12	11/28/13	11/20/14
Day after Thanksgiving	11/23/12	11/29/13	11/21/14
Christmas Day	12/25/12	12/25/13	12/25/14

Any holiday not listed that is granted by the Mayor.

- a. Effective January 1, 2005, and annually hereafter, eight hours compensatory time shall be granted for all employees for Lincoln's Birthday; Effective January 1, 2006, eight hours compensatory time shall be granted for all employees for Columbus Day. Hours will be added to the employee's compensatory time bank during the first full week of the year.

*Denotes days that are not used in computing benefits for Section 14.1. Employees working on either of these days shall receive compensatory time pursuant to Article 18, Section 18.1 of this Agreement.

- 14.4 The City shall also recognize the period between the hours of 1600 through 2400 on Christmas Eve, December 24th and New Year's Eve, December 31st of each year, as holidays for the employees who work during those hours or are on scheduled vacation.
- 14.5 The dates of holidays for the Assistant Chief shall be the same as the dates of holidays for the Fire Chief.

ARTICLE 15

Vacation

15.1 Definitions

- a. Week – for vacation purposes, a week shall consist of the period from 0730 hours Sunday, to 0730 hours the following Sunday.
- b. Holidays – Holiday(s) occurring during a vacation period shall not be charged as vacation days if the employee on vacation was scheduled to work on said holiday.
- c. Bereavement leave occurring during a vacation period shall not be charged as vacation if the employee's duty day falls after the death of the employee's relative as listed in Section 24.1a.

15.2 Entitlement

Employees shall be entitled to vacation with pay according to the following schedule:

After 1 year service – 2 weeks
After 5 years service – 3 weeks
After 10 years of service – 4 weeks
After 15 years of service – 5 weeks

15.3 Limitations

- a. Vacations must be scheduled and should be taken in the calendar year during which an employee qualifies, except as stated in Section 15.3b.

- b. An employee unable to take vacation, due to temporary disability caused by an extended illness or an injury, documented by a physician, which occurred prior to the scheduled vacation or due to use of bereavement leave, may carry the unused vacation into the next year, if there is insufficient time to use the vacation in the current year after the employee returns to full duty. Under this provision, the responsibility for rescheduling the vacation rests with the employee and the vacation carried over must be taken by April 1st.

ARTICLE 16

Sick Leave

16.1 Definition

Sick leave is defined as a paid leave, used to provide an employee with compensation during an employee's absence from duty due to illness or injury, causing temporary disability of the employee that is not covered by General Municipal Law Section 207-a.

16.2 Hired After January 1, 2012

Upon hire employees shall be entitled to a sick leave allotment of thirty-one (31) consecutive calendar days for illness or injury causing a temporary disability as defined in Section 16.1 of the contract. Upon the completion of each year of service on the anniversary of the employees hire date the sick leave allotment shall be increased by thirty-one (31) consecutive calendar days each year the first four (4) years of service respectively. Upon completion of five (5) years of service the employee shall be entitled to sick leave as granted under Section 16.3 of the contract.

16.3 Hired Before January 1, 2012

Employees shall be entitled to a sick leave allotment of one hundred eighty-two (182) consecutive calendar days for illness or injury causing a temporary disability as defined in Section 16.1 of the contract.

16.4 Beyond Sick Leave Allotment

- a. An employee disabled due to illness or injury not covered by General Municipal Law 207-a for more than the entitled sick leave allotment must either apply for disability retirement or, at the employee's election, may request an unpaid leave of absence. The leave of absence may extend up to one (1) year from the date granted.

- b. Upon application for disability retirement, the employee's sick leave shall continue until a final determination is made on the employee's disability retirement

16.5 Sick Time Penalty

Employees, other than the Assistant Chief, shall forfeit one (1) hour of compensatory time for each instance of time lost on their duty day, in part or in whole, due to sick time not resulting from an on duty injury. Hours shall be deducted from the employee's compensatory time bank at the end of each respective quarter.

16.6 Physical Examination

The City may request an employee, on sick leave for three (3) consecutive work days, to submit to a physical examination at the City's expense, by a physician chosen by the City. The results of the examination shall be made available to the employee.

16.7 Sick Leave Abuse/Excessive Use

- a. Should an employee use three (3) or more days of sick leave, without written medical verification, within a six (6) month period, the Mayor shall have the option of placing the employee on notice of excessive usage of sick leave.
- b. Any employee who is placed on notice of excessive usage of sick leave shall not be paid any sick leave benefits for a period of six (6) months from the date of notice, unless said employee has a written statement from a physician certifying inability to work due to illness or injury on the day(s) benefits are requested.
- c. The City shall furnish the Union president a copy of the monthly sick leave report.
- d. Written medical verification of illness or injury provided by a physician shall be submitted by the employee to the Employee Benefits Office. These verifications shall be placed in a confidential file and verified sick leave shall be recorded on the monthly sick leave report.

16.8 Pregnancy

Should an employee become pregnant, her fitness for full duty shall be based on the determination of her physician. When the employee's physician determines

that she is not fit for full duty, a temporary light duty assignment shall be provided for her, upon receipt of written certification from her physician authorizing such temporary light duty. When the employee's physician determines that she is not able to perform a temporary light duty assignment, she will be placed on sick leave until her physician releases her to return to full duty.

ARTICLE 17

Direct Compensation

17.1 Salaries

- a. **Effective on January 1, 2012**, the 2011 schedule shall be increased by 0%.
Effective on January 1, 2013, the 2012 schedule shall be increased by 0%,
Effective on January 1, 2014, the 2013 schedule shall be increased by 2%.
- b. **Hire Rate**
Firefighters hired after ratification of this agreement shall be compensated in accordance with the following schedule:

* The 2012 – 2014 salary schedule is attached hereto as Appendix A

- c. **Longevity Increments**

As of January 1, 1999, salary longevity increments shall become effective on the first day of the pay period in which the anniversary date of hire occurs.

- d. **Definitions**

1. **Trainee** – Any newly hired, probationary or non-permanent firefighter who has not met the minimum qualifications for firefighter as specified in “Minimum Standards for Firefighting Personnel in the State of New York”, Chapter XII, Office of Fire Prevention and Control Part 426 and local training requirements.

2. Certified – Any newly hired, probationary or non-permanent firefighter who has met the minimum qualifications for firefighter as specified in “Minimum Standards for Firefighting Personnel in the State of New York”, Chapter XII, Office of Fire Prevention and Control Part 426 including completion of a New York State Certified Basic Firefighter recruit class including CPAT (Candidate Physical Agility Test) within 24 months prior to hire date. Any firefighter not having met these requirements prior to hire from this contract forward will be considered a trainee and must fulfill the said requirements after hire date.

17.2 Overtime

a. Definitions

1. Overtime shall be defined as any work in excess of the normal work week. All overtime computations shall be based on the salary rate of the position (rank) in which the overtime is worked.
2. The normal work week for all employees other than the Assistant Chief shall be defined as a rotating weekly schedule that consists of forty-eight (48) hours per week for three (3) weeks and twenty-four (24) hours for the fourth week. This definition takes into account all Kelly Day compensation. The normal work week for the Assistant Chief is eight (8) hours per day, Monday through Friday.

b. Compensation

Overtime shall be compensated at a rate of time and one-half (150%) of the employee’s hourly rate of pay. An employee performing authorized travel outside the City shall be paid a minimum of one (1) hour overtime for the portion of the travel occurring in an overtime status. As a standard, one (1) hour shall equal forty-five (45) miles for travel time.

c. Standby Duty

An employee ordered to standby on Department business, pursuant to a lawful order or lawful subpoena, shall be credited with a minimum of two (2) hours overtime.

d. Late Relief

Retention of an employee on duty, beyond the employee's scheduled relief, for a period of not more than fifteen (15) minutes, shall not be deemed overtime. Should the employee be held over for more than fifteen (15) minutes, the employee shall be paid a minimum of one (1) hour overtime. Should the employee be held over for more than thirty (30) minutes, the employee shall be paid a minimum of two (2) hours overtime.

17.3 Out of Title Pay

When an employee is required to work a minimum of two (2) hours, in a position calling for a rank higher than that of the employee, said employee shall receive a salary rate of the higher rank with the same longevity as the employee. This shall include employees on station stand-by duty. Employees on temporary assignment during emergency field operations shall not be entitled to out of title pay.

ARTICLE 18

Compensatory Time

18.1 Eligibility

a. Work on a Legal Holiday

An employee who works on a legal holiday specified in Sections 14.3 or 14.4 shall be entitled to pay at the employee's current hourly rate to include any out of title pay at the employee's current hourly rate to include any out of title pay for all hours work on the holiday. This shall be accomplished by adding equal compensatory time for hours worked on the holiday to the employee's compensatory time bank and adding out of title pay, if applicable, for hours worked on the holiday to the employee's out of title pay for the week. The entitlement for half holidays shall be one half hour for each hour worked on the holiday. Compensatory time off for holidays worked shall be taken at the option of the employee, except when time off will interfere with the scheduled training of the Department when the instructors are not City employees or for OSHA specific training and or in an emergency situation as defined by the State of New York. The City shall use its best efforts in scheduling training to minimize limitations of exercising the use of compensatory time.

b. Kelly Day Compensatory Time

Employees, other than the Assistant Chief shall accrue twelve (12) hours compensatory time each calendar quarter, for a total accrual of forty-eight (48) hours per year.

18.2 Kelly Day Time

Employees, other than the Assistant Chief, shall be entitled to twenty-four (24) hours Kelly Day time each calendar quarter. Kelly Day time may be utilized at the discretion of the employee as time taken off from work or as hours added to the employee's compensatory time bank. If the employee chooses to take time off from work, the employee may indicate preference of duty day on which Kelly Day time is to be taken twenty (20) calendar days prior to the beginning of the quarter. The Chief or his appointed designee has a right to designate certain duty days unavailable for Kelly Day time if mandated training is scheduled and shall post a list of these dates twenty-one (21) days prior to the beginning of the calendar quarter. Employees shall be permitted to use Kelly Day time off in twelve (12) hour half shifts and the first choice of duty day, in part or in whole, will be based on seniority. The right of choice of duty day taken based on seniority shall end 10 days prior to the beginning of the quarter and all choices made by that date will stand. Any changes in requested Kelly Day time off made after the ten day cut off date must be approved in writing by the Chief or his appointed designee. All hours not taken as time off during a given calendar quarter shall be added to an employee's compensatory time bank at the end of the quarter.

18.3 Personal Time

Each employee shall be granted twenty-four (24) hours of Emergency Personal Time annually. This time shall be taken at the discretion of the Employee to attend to personal business that requires immediate attention and will be taken in a minimum of six (6) hour increments. This time will require at least a one (1) hour notification to the duty officer prior to the employees shift in order to properly man the shift. If the Employee has already started their shift he/she must be properly relieved to be excused from duty. This time shall be deducted from the Employees compensatory time bank, but will not be calculated into the quarterly or annual limitations set forth in Article 18.4.

18.4 Limitations

- a. On a quarterly basis, the most compensatory time off any individual employee may use is twenty-four (24) hours; accumulations may continue beyond this limit.

- b. At the end of each calendar quarter, the City has the right to pay each individual employee for any and all accumulated compensatory time in excess of Two Hundred (200) hours; the remaining Two Hundred (200) hours, at the end of a calendar year, may be carried over into the next calendar year.
- c. Compensatory time off shall not be taken in less than a six (6) hour increment. No more than one (1) employee may take compensatory time off during any given shift when overtime would be caused by employees taking compensatory time off.
- d. An Employee requesting the use of compensatory time shall notify the duty officer no less than fourteen (14) hours prior to the start of the requested time off. This enables the Duty Officer enough time to make the necessary notifications to ensure that the affected shift is manned appropriately.
- e. After reporting for duty and the Duty Officer has determined there to be a full compliment of personnel, an Employee, in accordance with seniority, shall be permitted to use compensatory time. At no time shall this time create an overtime coverage situation. This time shall be deducted from the Employees compensatory time bank, but will not be calculated into the quarterly or annual limitations set forth in Article 18.4.

ARTICLE 19

Retirement Benefits

19.1 Plans Available

The City has adopted the following retirement plans as prescribed by the New York State and Local Police and Fire Retirement System.

- a. Basic Plan – Special 20 Year Retirement Plan, as provided under Section 384-d of the New York State Retirement and Social Security Law (RSSL).
- b. Optional Plan – New Career Retirement Plan, as provided under Section 375-i of the New York State Retirement and Social Security Law (RSSL). This plan is offered subject to the provision that there is no additional cost to the City, now or in the future, over and above the cost of the Section 384-d, Special 20 Year Retirement Plan.

19.2 Retirement Severance Pay

- a. Upon retirement, on or after twenty (20) years of service with the Department or upon service connected disability retirement from the Department, an employee shall be paid the amount equal to two hundred dollars (\$200.00) for each completed year of service based on the employee's hire date. The total for years of service completed used in the calculation shall be all years of service completed including those in excess of twenty. For service-connected disability retirement, the total of years of service completed at the start of the disability leading to retirement shall be used in the calculation. This section shall apply to all employees except as specified in Section 19.3.
- b. Employees shall be entitled during their final calendar year of employment to receive pay in lieu of using vacation earned in the previous calendar year and shall be paid for all unused vacation at the time of termination. Unused vacation shall include vacation earned in the calendar year prior to the final calendar year of employment that is unused as well as vacation earned in the final calendar year of employment. Pay out for the vacation earned in the final calendar year of employment shall be calculated using a daily proration based on the employee's termination date.

19.3 Retirement Incentive with Severance Pay

Employees with a retirement date which falls on or before April 30, 2012 shall be paid the bonus sum of ten thousand dollars (\$10,000.00) upon retirement. Employees who receive this retirement incentive shall be paid retirement severance pay in the amount equal to one hundred fifty dollars (\$150.00) for each completed year of service based on the employees hire date. This section shall take effect upon ratification of this agreement.

ARTICLE 20

Health Care Benefits

20.1 Plans Available – Medical Benefits

- a. Plan 1 – City of Fulton self-insured HMO plan, which is a duplication of MVP Healthcare Police #219069
- b. Plan 2 – City of Fulton self insured indemnity plan which is a duplicate of CNA Insurance, policy # L66030. Major medical deductible is one hundred dollars (\$100)/individual/calendar year, one hundred fifty dollars (\$150)/family/calendar year. After the deductible is satisfied, the plan

shall pay eighty percent (80%) of reasonable and customary charges of covered benefits, with an unlimited lifetime benefit.

- c. Plan 3 - Shall be available to any firefighter employed by the City of Fulton prior to January 1st 2008. City of Fulton self insured indemnity plan which is the plan presently provided to I.A.F. Local 3063. Major medical deductible is one hundred dollars (\$100)/individual/calendar year, three hundred dollars (\$300)/family/calendar year. After the deductible is satisfied, the plan shall pay one hundred percent (100%) of reasonable and customary charges of covered benefits, with a maximum of four million dollars (\$4,000,000) lifetime benefit.
- d. Any Employee hired after January 1st 2009, shall be offered either Plan 1 or Plan 2.

20.2 Medical Benefits Selection

- a. The City shall provide the three (3) plans listed in Section 20.1 as a cafeteria plan.
- b. Every employee shall be able to choose the plan that is best suited for their needs.

20.3 Prescription Coverage

The City shall provide prescription coverage with employee co-pay amounts as follows:

Medical Plan 1 - \$5/\$15/ – Generic/Preferred Brand/Non-preferred Brand*

Medical Plan 2 - \$5/\$15 – Generic/Preferred Brand/Non-preferred Brand*

Medical Plan 3 - \$5/\$15/\$35 – Generic/Preferred Brand/Non-preferred Brand*

* co-pay amounts on these plans are set by the carrier and may change on an annual basis.

20.4 Plans Available - Dental Benefits

- a. Plan A –City of Fulton Self Insured Plan, which is a duplicate of Upstate Administrative Services (A20050D7)
- b. Plan B – City of Fulton Self Insure Plan, which is a duplicate of Upstate Administrative Services (A20050D6)

20.5 Dental Benefits Selection

- a. The City shall provide the two (2) plans listed in Section 20.4 as a cafeteria plan.
- b. Every employee shall be able to choose the plan that is best suited for their needs.

20.6 Employee Contributions

Current employees, except those opting for the buy out option specified in Section 20.9, shall contribute an amount through payroll deduction equal to fifteen percent (15%) of the premium of the health care plan, dental plan or combination of health care and dental plans in which the employee is enrolled.

20.7 Health Care Benefits After Retirement

The City shall provide a choice of the health care and dental benefit options described in Sections 20.1, 20.3 and 20.4 to employees retiring after January 1, 2001, subject to the following:

- a. The retiree was an employee of the City of Fulton Fire Department for a minimum of twenty (20) years and retired in good standing; or the employee was injured in the performance of his/her duties, or was taken sick as a result of the performance of his/her duties, which result in a disability retirement; and
- b. Should the retiree obtain employment, and such employer grants the same or substantially similar benefits as provided herein, the City shall provide no coverage; and
- c. Should the retiree's spouse have outside employment, and such employer grants the same or substantially similar benefits as provided herein, the City shall provide no coverage; and
- d. If, at any time, Section 20.7b. or 20.7c. shall not apply before the retiree attains the age of sixty-five (65), then the City shall provide the benefit options provided herein; and If, at any time, Section 20.7b. or 20.7c. shall not apply before the retiree's spouse attains the age of sixty-five (65), then the City shall provide the benefit options provided herein; and
- e. In no event shall the City provide any benefits under Section 20.7 to the retiree after he/she reaches the age of sixty-five (65). In no event shall the City provide any benefits under Section 20.7 to the retiree's spouse after he/she reaches the age of sixty-five (65).

- f. The City agrees to provide all medical, major medical, vision care, dental and any other health care benefits provided to employees pursuant to this Agreement, to spouses and dependents of any active employee who dies or is disabled while employed as a firefighter by the City of Fulton. Said benefits shall be provided only when the employee's spouse and dependents do not have other health care insurance benefits through their employment. In no event shall said benefits be provided for a period in excess of one (1) year.

The City shall however offer a survivors health insurance policy if available and the provisions thereof are acceptable to the city. This section shall not apply to the spouse or dependents of a firefighter killed in the line of duty. Said benefits shall continue to the spouse and dependents as if the firefighter were retired.

- g. Employees hired prior to January 1, 2005 shall not be required to contribute toward health care insurance premiums after retirement.
- h. Employees hired after January 1, 2005, shall contribute toward health care insurance premiums after retirement as follows:

Years of Service	City's Premium %	Retiree's Premium %
20	85%	15%

20.8 Replacement of Eyeglasses, Contact Lenses and Dentures

The City shall replace any eyeglasses, contact lenses and dentures that are lost or damaged beyond repair while in the performance of official Department duties.

20.9 Health Care Insurance Buy-Out Option

Any employee enrolled in one of the City's health care insurance plans, or new employees at the time they are hired, may elect to forego said health care insurance coverage if they choose to be covered under their spouse's or domestic partner's health care insurance plan and shall be eligible to receive compensation for such withdrawal in accordance with the terms herein.

- a. In order for an employee to receive compensation in lieu of City provided health care insurance, the employee must have alternative health care insurance coverage and provide evidence of such coverage.
- b. Requests to take the buy-out option must be made in writing to the City Personnel/Civil Service Office in the month prior to the beginning of the plan year. At the present time, plan years begin on January 1st.

- c. The annual compensation for withdrawing from such program shall be One thousand (\$1,000.00) dollars for a single plan or Two thousand Five hundred (\$2,500.00) dollars for a family plan, Two Thousand (\$2,000.00) for a spousal plan, paid in two (2) lump sum payments during the months of July and January, and will be subject to applicable withholdings.
 - d. The amount of the payment shall be prorated, based upon the actual number of months that the employee is foregoing coverage, in the year the employee terminates his/her employment with the City.
 - e. Should the employee, after choosing the buy-out option, determine that he/she needs health care insurance coverage due to an unusual and non-repetitive circumstance (e.g. spouse or domestic partner loses job and consequently health care insurance coverage), will be able to enroll in one of the City's health care plans, subject to limitations imposed by the carrier..
 - f. An employee who elects to withdraw from the City's health care insurance program and then decides to rejoin the program may do so at the open enrollment for the next calendar year.
 - g. The City cautions all employees who are considering participation in the buy-out option to become thoroughly informed and knowledgeable regarding the benefits, costs, employer's participatory share of costs, etc., of their spouse's or domestic partner's health care insurance program prior to requesting this option.
- 20.10 Notwithstanding Section 20.7 e above, the City will nevertheless contribute the annual sum of \$2,000.00 toward a supplemental Medicare policy for each member employed.
- 20.11 The City may change health insurance "*Administrators*" as long as the coverage is equal to or better than the current insurance provider and benefits.
- 20.12 The City shall provide members with the Domestic Rider coverage and Infertility Rider; however the Infertility Rider shall be limited to testing, evaluation and Counseling.

ARTICLE 21

Life Insurance

- 21.1 The City agrees to insure and provide a \$50,000 life insurance policy for bargaining unit employees.

ARTICLE 22

Death Benefit

- 22.1 The City shall provide employees with the minimum death benefit Plan 360-b in the amount of \$20,000 at no cost to the employees.

ARTICLE 23

Educational Benefits

- 23.1 The policy of the City of Fulton is to encourage the upgrading of the fire-fighting force through education. To that end, and if the City approves of the course work and the degree program in advance, the City will pay 50% of the cost of tuition, books, and fees of a unit employee attending and successfully completing subjects pertaining to the fire service in subjects required to obtain an Associate, Bachelor's or graduate degree in Fire Science, Fire Service, Fire Administration or any degree program relating to or enhancing the fire fighting profession.
- 23.2 Full reimbursement shall be made by the City at the completion of each semester upon presentation of evidence of successful completion of the individual courses and receipts for all costs incurred. Tuition, books, and fees of an employee attending and successfully completing E.M.T. school will be paid. All courses taken under provisions of this Article shall be taken on off during time unless release from duty is approved in advance by the Department Head.

ARTICLE 24

Bereavement Leave

- 24.1 a. In the event of a death of an employee's spouse, child, step-child, mother, father, step-mother, step-father, brother, sister, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, the employee shall be paid his/her rate of pay for all hours he/she may actually lose from work, not to

exceed three (3) days, in order to make funeral arrangements, attend the funeral and carry out other similar family obligations, from the time of notification of the death through the day following the day of the funeral.

- b. The provisions set forth above shall apply only to time lost during the employee's regularly scheduled work week. If a paid holiday occurs during the three (3) day period set forth above, the employee shall not be paid for the time not worked on that day under this provision, but shall be paid holiday pay, provided that he/she qualifies for said holiday pay. If a day or days on which no work is scheduled for the employee occurs during the three (3) day period, no benefits shall be payable under this provision for those days, and the three (3) day leave period shall be reduced by the corresponding number of days on which no work was scheduled.

- c. In the event of the death of an employee's aunt, uncle, niece, nephew or first-cousin, the employee shall be paid his/her rate of pay for all hours he/she may actually lose from work, not to exceed one (1) day, in order to attend the funeral. This provision shall apply only to time lost during an employee's regularly scheduled work week. If a paid holiday occurs on the day set forth above, the employee shall not be paid for time not worked on that day under this provision, but shall be paid holiday pay, provided he/she qualifies for said holiday pay. If no work is scheduled for the employee on the day set forth above, no benefits shall be payable under this provision for that day.

- d. In the event of extraordinary circumstances involving the death of an above listed family member, the employee may request approval from the Mayor or the Executive Assistant to the Mayor for vacation or additional leave, which if granted, would be charged against the employee's accruals.

ARTICLE 25

Minimum Staffing

- 25.1 a. The City agrees to maintain a minimum shift of eight firefighters on duty.

- b. Firefighter trainees shall not be used to fill positions in the minimum shift until they receive New York State certification.

- c. In the event of emergency circumstances, with the exception of specialized equipment or specialized/certified personnel possessing

qualifications or certifications not found within the City of Fulton Fire Department, City of Fulton Firefighters will be activated and utilized prior to the utilization of outside resources. This section in no way is intended to or may it diminish the discretion of the Mayor of the City of Fulton.

ARTICLE 26

Savings Clause

- 26.1 In the event that any article, section or portion of this Agreement is found to be in conflict with applicable law or regulation, then such specific article, section or portion shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect. In such event either party shall have the right to reopen negotiations immediately with respect to the article, section or portion of this Agreement involved.

ARTICLE 27

Management Rights

- 27.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the City are retained by it.

ARTICLE 28

Conclusion of Collective Negotiations

- 28.1 This Agreement is the entire agreement between the City and Union, terminates all prior agreements and concludes all collective negotiations during its term, except that the parties may by mutual agreement reduced to writing modify, delete or in any other way add to the provisions of this Agreement; however, neither party will unilaterally seek to modify its terms through legislation.

ARTICLE 29

LEGISLATIVE ACTION

- 29.1 IT IS AGREED BY AND BETWEEN BOTH 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 30

Copies of the Agreement

- 30.1 The City shall furnish each employee with a copy of the Agreement within three (3) weeks of signing.

ARTICLE 31

Family and Medical Leave Act

- 31.1 The provisions of the Family and Medical Leave Act shall be administered pursuant to the procedures set forth in Appendix B.

ARTICLE 32

Optional TB Testing

- 32.1 The City will offer each employee an annual TB test every year at no cost to the employee. The test shall be given on duty and be read the following day with no compensation for the off duty reading/results of the test.

ARTICLE 33

General Municipal Law Section 207-a

- 33.1 The provisions of the General Municipal Law Section 207-a shall be administered pursuant to the procedures set forth in Appendix C.

ARTICLE 34

Duration

34.1 This Agreement shall be effective for the period of January 1, 2012 through December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on _____, 2012.

City of Fulton

**International Association of
Firefighters, Local 3063**

Ronald Woodward
Mayor

Eric Hudson
President

Norman J. Foster
Council President

William Molascon
Negotiation Committee Member

APPENDIX B

CITY OF FULTON

FAMILY and MEDICAL LEAVE ACT

An employee who has at least twelve (12) months service with the City and who worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period, shall be entitled to continuous full-time unpaid leave on the birth or adoption of a child; to care for a family member who has a serious health condition; or because of a serious personal health condition which prevents the employee from performing his/her duties.

- (a) Employees are entitled to one (1) twelve (12) week period during any twelve (12) month period to care for a family member who has a serious health condition. For the purposes of this section, a family member means spouse, parent (either biological or a person who stood in loco-parentis to the employee) or a child (either biological, adopted, foster child or legal ward who is under the age of

eighteen (18), or over eighteen (18) and incapable of self-care due to a mental or physical disability).

- (b) Employees are required to provide initial certification of the date the serious medical condition commenced, the probable duration of the condition, and appropriate medical facts to substantiate that the employee is needed to care for the family member with the serious medical condition and assist in their recovery. The City may require re-certification on a reasonable basis.
- (c) Employees are entitled to one (1), twelve (12) week leave period during any twelve (12) month period because of a serious personal health condition which prevents the employee from performing his/her duties.
- (d) Employees are entitled to health insurance coverage for the twelve (12) week leave period under the same terms and conditions which would apply to the employee, had the employee not taken the leave. If the employee fails to return after the leave, other than for reason of a continuing serious medical condition, the City may recapture all premiums it paid during the leave.
- (e) Employees taking child care leave shall be entitled to a leave without pay for a six (6) month period. The initial twelve (12) week period shall be subject to the terms described above. This leave may be extended an additional six (6) month period upon the recommendation of the Department Head and approval by the Mayor. When both parents are City employees, the leave may be split into two (2) separate non-concurrent time blocks. For the balance of the initial six (6) month leave and any extension which may be taken without pay, the employee is responsible for all health insurance premiums for any elected coverage.

APPENDIX C

PROCEDURE FOR THE ADMINISTRATION OF SECTION 207-a OF THE GENERAL MUNICIPAL LAW FOR THE FIRE DEPARTMENT OF THE CITY OF FULTON

Section 1 – INTENT

- (a) In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-a of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the City of Fulton, and the public, the following procedure shall be utilized to make determinations in regard to benefits authorized by Section 207-a.
- (b) This procedure is intended to be a supplement to the express language of Section 207-a of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-a of the General Municipal Law.

- (c) The term “firefighter”, as used herein, shall include all paid members of the Fire Department who perform firefighter duties, including, but not limited to, Firefighters, Lieutenants, Captains and Assistant Chiefs; any reference to “he”, “his”, etc., shall be read to include “she”, “her”, etc.

Section 2 – NOTICE OF DISABILITY OR NEED FOR MEDICAL/HOSPITAL TREATMENT

- (a) A firefighter who claims a right to benefits under Section 207-a of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury (either on or off duty), shall make written notice and application for those benefits to the Chief, or his designee, within twenty (20) days of when the firefighter reasonably should have known that the illness or injury would give rise to the claim, on the form which is made part of this procedure.
- (b) The firefighter shall provide authorization for the City to obtain copies of his medical records from his treating physician or other health care provider, and the City shall provide the firefighter, without cost, and within five (5) work days from receipt of same, a copy of the records and reports produced by any physicians or other experts who examine the firefighter on behalf of the City.
- (c) For cause shown, the above time limits may be extended by the Fire Chief.

Section 3 - STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

- (a) The firefighter shall be placed on sick leave pending determination of his eligibility for Section 207-a benefits. The determination shall be made within the time provided in Section 4 of this procedure. If the firefighter has no available sick leave, he may use vacation, personal leave, Kelly days or compensatory time to remain on the payroll. In the event a timely determination is not made, the firefighter shall be continued in pay status until a determination is made. Time spent on the payroll beyond the initial date for making a determination shall not be charged to the firefighter if it is determined that he is ineligible for the Section 207-a benefits.
- (b) In the event that it is determined that the firefighter is entitled to Section 207-a benefits, the City shall credit back to him all leave which he expended prior to the determination.

- (c) In the event that it is determined that the firefighter is not entitled to Section 207-a benefits, he shall be permitted to use sick leave, vacation, personal leave, Kelly days and compensatory time, provided he remains medically unable to perform the duties of his position.

Section 4 – BENEFIT DETERMINATION

- (a) The City shall promptly review a firefighter’s application for Section 207-a benefits and shall determine his eligibility within twenty-one (21) working days after the Chief receives the application.
- (b) In determining the eligibility, the City may require a more detailed statement from the firefighter than that contained in the application. The City may take statements from witnesses and may send the firefighter to a physician or physicians of its choice for examination, at the City’s expense.
- (c) The determination of the Chief shall be in writing to the firefighter, setting forth the basis for the determination. In the event the application is denied, the City shall simultaneously provide the firefighter, without cost, a copy of all medical information produced or acquired by it, in connection with the firefighter’s application and determination for Section 207-a benefits. The City shall continue to provide the firefighter with additional medical information subsequently produced or acquired.

Section 5 – ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-a, the Department, acting through the Chief, or his designee, may assign a disabled firefighter specified light duties, consistent with his status as a firefighter and consistent with the limitations causing the disability (as determined by a medical expert). The Chief, or his designee, prior to making a light duty assignment, shall advise the firefighter receiving benefits under Section 207-a that his ability to perform a light duty assignment is being reviewed. Such a firefighter may submit to the Chief, or his designee, any document or other evidence in regard to the extent of his disability. The Chief, or his designee, may cause a medical examination or examinations of the firefighter, to be made at the expense of the City. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled firefighter to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the firefighter’s ability to perform a proposed light duty

assignment and other pertinent information, the Chief, or his designee, may make a light duty assignment consistent with the medical opinion and such other information as he may possess. A firefighter ordered to light duty shall either comply with the order or face loss of benefits of Section 207-a following a hearing pursuant to Section 7 of this procedure with regard to the firefighter's physical ability to perform the light duty assignment. It is understood that assignment to light duty is in the nature of a "make work" assignment and that a firefighter so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

Nothing contained herein shall require the City of Fulton or its Fire Department to create light duty assignments.

Section 6 – TERMINATION OF BENEFITS

- (a) Benefits provided by Section 207-a of the General Municipal Law shall terminate upon the employee being retired pursuant to a service retirement, an accidental disability retirement, or a performance of duty disability retirement, as set forth in the New York State Retirement and Social Security Law.
- (b) The City shall not discontinue Section 207-a benefits without the consent of the firefighter, unless the firefighter's treating physician certifies that he is medically able to return to work. In the event that the City believes that the benefits should terminate, and the firefighter does not consent or his physician does not certify that he is able to return to work, the City may utilize the provisions of Section 7 of this procedure in order to receive a determination from the arbitrator regarding the firefighter's continued eligibility for benefits.

Section 7 – DISPUTE RESOLUTION PROCEDURE

In the event the City denies the application for Section 207-a benefits, seeks to discontinue Section 207-a benefits, or there is a dispute about whether a firefighter is capable of performing a specific light duty assignment, the matter shall be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The party seeking to utilize this Dispute Resolution Procedure shall file the Demand for Arbitration. The determination of the arbitrator shall be final and binding on the City and the firefighter, but shall not preclude further review at a subsequent date based on new or supplemental medical or other information. The parties shall divide the cost of the arbitration equally. Notwithstanding the foregoing, the Union retains the right to delegate to an individual member the opportunity to pursue the member's entitlements under this Procedure.

Section 8 – DISABILITY RETIREMENT

Consistent with Section 207-a, the City may file an application on the firefighter's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick firefighter who shall refuse to permit a medical inspection in connection with such application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived his rights under Section 207-a with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

A determination made by any officer, agency, board or court regarding the existence of a disability or its extent or regarding an entitlement to any other statutory benefit because of a firefighter's disability, may be noticed, but shall not be controlling upon the arbitrator.

Section 9 – CONTINUATION OF CONTRACT BENEFITS

While on leave pursuant to Section 207-a, for a period of ninety (90) days or less, a firefighter shall continue to accrue all economic fringe benefits provided by the Collective Bargaining Agreement. After ninety (90) days in any calendar year or continuous period of time, the firefighter receiving Section 207-a benefits shall be entitled to the payment of salary and longevity, and any contractually mandated health insurance benefits.

Section 10 – OUTSIDE EMPLOYMENT

If, as a result of an investigation, the Chief determines that a firefighter receiving benefits pursuant to Section 207-a has engaged in paid outside employment, the Chief shall provide written notice of such determination. The firefighter may appeal the determination pursuant to Section 7 herein. The arbitrator shall have the authority to determine the amount of benefits to be reimbursed, if any, and direct the manner in which such reimbursement shall be made. The City, upon request, must be provided with a W-2 form or tax returns or other proof other than sworn statements by the firefighter.