

**EMPLOYMENT CONTRACT**

between the

**CITY OF JOHNSTOWN, NEW YORK**

and the

**JOHNSTOWN FIRE FIGHTERS ASSOCIATION LOCAL 779**

January 1, 2011 - December 31, 2012

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Exhibits

- A Salary Schedule 2010, 2011, 2012 ..... Attached
- B Physical Examination ..... Attached
- C Full Uniform and Turnout Gear ..... Attached
- D Designated Domestic Partner ..... Attached
- E General Municipal Law Section 207-a Application Form, Notice to  
Comptroller and Medical Release Form ..... Attached

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2011

BETWEEN THE CITY OF JOHNSTOWN, a Municipal Corporation of the County of Fulton and State of New York, party of the first part, hereinafter designated as "CITY," and the

JOHNSTOWN FIRE FIGHTERS ASSOCIATION, LOCAL 779, I.A.F.F., A.F.L.-C.I.O.-C.L.C., Johnstown, New York, party of the second part, hereinafter designated as "THE ASSOCIATION."

WITNESSETH:

WHEREAS, the Association has heretofore been designated as the recognized negotiation representative for the Fire Department uniform employees (excluding the Fire Chief and temporary or seasonal help) of the City of Johnstown, pursuant to Article 14 of the Civil Service Law; and

WHEREAS, the parties have negotiated terms of an employment contract and desire to reduce the same to writing;

NOW, THEREFORE, pursuant to Article 14 of the Civil Service Law, commonly known as the "Taylor Act," and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1

**PRESENTATION AND RECOGNITION**

It is agreed and the City recognizes the Association as the bargaining agent for all employees of the Fire Department of the City of Johnstown except and excluding the Fire Chief and temporary or seasonal employees.

Unchallenged representation shall continue for a period ending seven (7) months prior to the expiration of this Contract, to wit, December 31, 2010 pursuant to Section 208 of the Civil Service Law.

ARTICLE 2

**TERM**

The Term of this Contract shall be for the period commencing January 1, 2011 and ending December 31, 2012.

### **ARTICLE 3**

#### **AMENDMENTS**

Supplements, modifications, amendments or alterations of this Contract shall not be binding unless reduced to writing and executed and acknowledged by the duly authorized representative of the parties.

### **ARTICLE 4**

#### **SUBJECT TO APPLICABLE LAWS**

This Contract and all the provisions herein are subject to all applicable laws, and limitations and provisions of applicable State Law and Federal Law.

In the event any provision of this Contract is held to violate such laws, such provisions shall not bind the parties, but the remainder of this Contract shall remain in full force and effect, as if the invalid or illegal provision had not been a part of this Contract.

### **ARTICLE 5**

#### **MANAGEMENT RESPONSIBILITY CLAUSE**

A. It is recognized that the management of the Fire Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including, but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Contract and to make reasonable and binding rules which shall not be inconsistent with this Contract.

B. This clause shall not be construed as requiring covered employees to perform work or duties outside of the maintenance and operation of the Fire Department. (See Article 28).

C. The City agrees that all conditions of employment and fringe benefits heretofore enjoyed or agreed upon by the parties and presently in effect will continue in full force and effect for the duration of this Contract.

## ARTICLE 6

### **BAN ON STRIKES**

The Association and its covered employees, officers, members, agents or principals agree not to assert the right to strike against the City, or engage, assist, participate, cause, instigate, encourage or condone a strike or to impose an obligation to contract, assist or participate in such a strike, as prohibited in Section 210 of the Civil Service Law.

Violations may be subject to the penalties provided in Section 210 of the Civil Service Law, including removal or other disciplinary action provided by law for misconduct.

## ARTICLE 7

### **ASSOCIATION RELEASE TIME**

It is agreed that the Association may use the City Bulletin Board in the Fire House for the purpose of posting Association notices:

- A. To Association members, provided that such notices shall be clearly identified as Association notices;
- B. The City will give release time with pay to officers and Delegates designated by the Association for Union Business, excluding time for strike supports, walkouts and informational picketing.
- C. Union release time shall be limited to a maximum of two (2) men at any time providing that they are not members of the same platoon.
- D. The Association agrees to give the Chief written notice as soon as practicable of its intent to use release time.

## ARTICLE 8

### **DUES DEDUCTION**

Pursuant to Section 208, Subdivision 1(b) of the Civil Service Law, the City agrees to deduct Association dues from the wages of individual Association members who appear on the City payroll upon presentation of a dues deduction authorization card signed by the individual employee and further agrees to forward such dues monthly, together with a list of employees from whom dues deduction are made to The Association. Dues deductions are to be made on a bi-weekly basis.

## **ARTICLE 8A**

### **DEFERRED COMPENSATION**

The City will provide employees with a Deferred Compensation Plan at no cost to the City.

## **ARTICLE 9**

### **AGENCY FEE**

The City shall deduct from the wages or salaries of those members of the bargaining unit who are not members of the Association, a service fee (agency fee) equivalent to the total amount of per capita dues paid by members of the Association. The agency fee shall be deducted in the same manner as the payroll deduction of dues and transmitted promptly to the Association.

The Association hereby agrees to indemnify the City and hold harmless the City regarding any claims and suits pertaining to agency fee deduction. This includes legal fees and other expenses and costs incurred in defending such claims and suits in any form, and any judgments or awards resulting therefrom.

## **ARTICLE 10**

### **SALARIES**

The salaries of the officers and firemen are hereby set as shown on the annexed Exhibit "A" hereto annexed and made a part hereof. The effective date of the salary increase shall be January 1, 2011 as follows:

Effective and retroactive to 1/1/11: There will be a \$1,000.00 increase in base pay for each rank and grade (as detailed in Exhibit "A").

Effective 1/1/12: There will be a \$1,000.00 increase in base pay for each rank and grade (as detailed in Exhibit "A").

## **ARTICLE 11**

### **LONGEVITY**

In addition to the salaries set forth in the annexed Exhibit "A", yearly longevity increments will be paid to covered employees for continuous service as follows:

|                      | <u>Continuous Years of Service</u> |          |          |          |
|----------------------|------------------------------------|----------|----------|----------|
|                      | 5 Years                            | 10 Years | 15 Years | 18 Years |
| Automatic Increments |                                    |          |          |          |
| 2011-2012            | \$1450                             | \$1550   | \$1650   | \$1750   |

Longevity increments shall be paid annually with the first paycheck in June. Longevity increments shall continue at the current rate until same may be changed by negotiations.

Any employee who retires between the 20th and 21st year of service shall be entitled, upon said retirement, to a \$5,000.00 payment. In order to be entitled to this bonus, the employee must provide the City with six (6) months' advance notice of intention to retire.

In computing "continuous service", any part of a year shall constitute the first year and thereafter computations shall be made on January 1st of each year.

Probationary or provisional service which thereafter becomes a permanent appointment shall count towards continuous service. Authorized leaves of absence or as provided in the Civil Service Law shall not create a break in continuous service.

## ARTICLE 12

### RETIREMENTS

The City will continue to undertake the full cost of New York State 25 Year Retirement Plan for a 25 year noncontributory retirement plan. The retirement plan shall provide that employees pension shall be computed pursuant to Section 375-i; Section 302, Subdivision 9d, of the New York Retirement and Social Security Laws.

Effective June 1, 1990 the City will make available to all Officers and Fire Fighters the retirement plan set forth in Section 384-d of the Retirement and Social Security Law.

## ARTICLE 13

### VACATIONS

A. Each Firefighter hired prior to January 1, 1983, who has served a full calendar year of service, shall be entitled to vacation with pay of four (4) tours of duty, to be taken in the succeeding year.

B. All Firefighters hired after January 1, 1983, who have not yet completed one year of service, shall be entitled to vacation with pay of two (2) tours of duty. Likewise, after completing one (1) year of service, vacation with pay of two (2) tours of duty shall be granted. After completing three (3) years of service, vacation with pay of three (3) tours of duty shall be granted, and after

completing eight (8) years of service, vacation with pay of four (4) tours of duty shall be granted.

A tour of duty consists of two (2) ten hour days and two (2) fourteen hour nights. Members may request a tour of duty at a time outside of the normal vacation period, on a seniority basis, at the time of request. After a vacation period is granted, it is binding unless a change is mutually agreed upon by the Member, the Officer In Charge and the Fire Chief.

To effectuate a change, the bargaining unit member must inform the officer-in-charge who will then inform the Fire Chief. The Fire Chief will make the final decision as to whether to grant the request for a change in the vacation period.

C. Officers and Firefighters time off shall be granted by the Fire Chief or Mayor's designee, to be convenient to departmental business.

1. Subject to the provisions of this paragraph "C", Officers and Firefighters time off that has been scheduled prior to the posting of the monthly schedule shall not be affected.

D. Vacations will remain on a rotation basis, but will follow the guide lines set forth below:

1. The vacation period shall run from May 1st to September 30th.
2. Assistant Chiefs and Captains are not included in the vacation rotation with Fire Fighters.
3. Subject to the provisions of paragraph C, above, Fire Fighters may request a tour(s) of duty for vacation for the same time requested as that of any other Fire Fighter, assistant chief or captain on his/her shift.
4. The Assistant Chief and Captain of the same shift are not to be off on vacation at the same time.
5. Any unused tours of duty in the normal vacation period, or tours to be scheduled outside of the normal vacation period, will be filled on a seniority basis.
6. Subject to the provisions of paragraph C, above, Fire Fighters and officers shall have the option of utilizing two (2) tours of duty as eight (8) individual days off, to be scheduled either during or outside of the normal vacation period and on a seniority basis. If a Fire Fighter or officer neglects to schedule these days, the Fire Fighter or officer will not be permitted to carry remaining days over until the following year nor be compensated for those unused days.

E. Payment for earned and credited vacation may be made to Officers and Fire Fighters prior to commencement of such vacation, provided, however, that request is made at least two weeks in advance to the City Treasurer.

## ARTICLE 14

### HOLIDAYS

Holidays are as detailed below . All covered employees of the Fire Department shall receive equivalent time off or receive compensation in lieu of such equivalent time off as set forth below:

- a. January 1st, known as New Year's Day;
- b. Third Monday in January, known as Martin Luther King Day;
- c. February 12th, known as Lincoln's Birthday;
- d. Third Monday in February, known as Washington's Birthday;
- e. May 30th, known as Memorial Day;
- f. July 4th, known as Independence Day;
- g. First Monday in September, known as Labor Day;
- h. Second Monday in October, known as Columbus Day;
- i. Fourth Thursday in November, known as Thanksgiving Day, and
- j. December 25th, known as Christmas Day.

Employees, effective 1/1/05, shall also receive as holidays, the Day after Thanksgiving, the Day after Christmas and Election Day. Also effective 1/1/05, there will be a four hour floating holiday.

Effective 1/1/05, employees receive thirteen (13) holidays, plus a four-hour floating holiday for a total of 134 hours. The employee will receive compensatory time off or compensation in lieu of such equivalent time off.

Employees may request compensatory time off, but it may be given only at the discretion of the Fire Chief.

Compensation in lieu of equivalent time off shall be paid to employees for any of the holiday days not taken off by the first payroll in December of the same year in which said "Holidays" occur, on the basis of ten (10) hours each for said holidays not taken (or four (4) hours for the floating holiday), at the appropriate hourly rate based on a forty (40) hour week, and as shown in the current salary schedule. Compensation for holiday time shall be paid at the rate which is inclusive of the "Kelly Time" factor.

## ARTICLE 15

### VETERAN'S DAY

Veterans shall be compensated in release from duty time for one (1) ten-hour day and one (1) fourteen-hour night.

All requests are to be subject to approval of the Fire Chief as to scheduling.

## ARTICLE 16

### LEAVE DUE TO DEATH IN FAMILY

Officers and employees shall be granted, upon satisfactory evidence of a death in the said officer's or employee's immediate family, leave with pay not to exceed three (3) working days on account of such death. However, in the case of the death of a parent, spouse, designated domestic partner or child, the officer or employee shall be entitled to leave in the amount of one tour of duty (four (4) working days).

Immediate family shall include grandparents, father-in-law or father of designated domestic partner, mother-in-law or mother of designated domestic partner, brother, sister, step-parent of the employee or relative residing in the household.

A leave of absence with pay not to exceed one (1) working day shall be granted in the event of death of a brother-in-law or brother of designated domestic partner, sister-in-law or sister of designated domestic partner or blood relative.

A "designated domestic partner" shall be so designated by the Fire Fighter to the Chief, on a form provided by the City within two (2) weeks of execution of this Agreement. Said form and information shall be kept strictly confidential. See Exhibit "D".

## ARTICLE 17

### SICK LEAVE

A.(i) Each Officer or employee shall be allowed sick leave credits at the rate of one working day each month. Fire Fighters hired after January 1, 1983 shall be credited with emergency sick leave, equivalent for four (4) tours of duty, until an equal amount of time is earned by employee. Unused sick leave credit shall not be accumulated to an employee beyond a maximum of one hundred sixty-five (165) working days. After this maximum is reached, no more sick credits may be earned by the officer or employee except to the extent of restoring credits subsequently drawn for sick leave and thereby building up accruals again to the one hundred sixty-five (165) day maximum;

B.(i) Each member will receive a reward for unused sick time in accordance with the following schedule at the time of said member's retirement:

|                  |                      |
|------------------|----------------------|
| 90 days accrued  | 3% of annual salary  |
| 120 days accrued | 6% of annual salary  |
| 140 days accrued | 10% of annual salary |
| 160 days accrued | 12% of annual salary |

C. The Mayor, Chief, or Mayor's Designee, as the case may be, may have any employee who is reported sick examined by the City Physician or any other physician whom he may designate. Any officer or employee who shall refuse to be so examined shall be subject to suspension and loss of pay during absence;

D.(i) Officers or employees who are disabled or incur occupational sickness while in the performance of duty, who are entitled to receive worker's compensation, may elect either to take sick leave as herein provided or to take worker's compensation. In the event of the election to take sick leave under this Section, then any worker's compensation received shall be refunded to the City or credited against sick leave pay.

(ii) If any employee entitled to sick leave under this Section be disabled while in the performance of duty by injury caused by the negligence or wrong of a third party, such employee need not elect whether to take sick leave or to pursue his remedy against such third party, but may take his sick leave under this Section. The City shall have a lien on the proceeds of any recovery from such third party, whether by judgment, settlement or otherwise, after deduction of reasonable and necessary expenditures, including attorney's fees incurred in effecting such recovery, to the extent of the total amount of sick leave provided by this Section and paid, in the same manner as provided for a lien for disability benefits under Section 227 of the Worker's Compensation Law.

(iii) This paragraph D shall not apply to employees on leave pursuant to Section 207-a of the New York State General Municipal Law.

E. Sick Leave Bank. Purpose and Intent

It is the intent of the Sick Leave Bank to provide additional sick leave credits to voluntarily participating employees who suffer from extraordinary or long-term illness or injuries. It is not intended to be used to supplement the ordinary day-to-day use of sick leave credits.

A Sick Leave Bank is hereby established for employees of the Johnstown Fire Department L779, covered hereunder who have been permanently appointed in their position and who have completed one (1) year of service, who become physically disabled for an extended period of time. Such Sick Leave Bank shall be made up of sick leave days as provided for under the aforementioned agreement, to which voluntarily enrolled employees will be able to contribute up to a maximum of 12 days at the end of each calendar year.

The employee must have incurred an injury resulting in (1) broken bones; or (2) contracts an illness such as cancer or heart disease or undergoes major surgery; or (3) other significant injury or illness for a period of more than 30 consecutive working days; and furthermore, in all of the above instances, is under the care of a physician or other certified health care professional. Injuries incurred in the performance of duty and subject to 207-a of the General Municipal Law are to be handled according to Law and the Labor/Management agreement thus are not covered under the Sick Leave Bank Policy.

A Review Board consisting of Five (5) members shall administer the bank. The Chief of the Fire Department shall represent the City of Johnstown. The Union President shall appoint the remaining members as follows: the Union President (as Chair), one (1) Asst. Chief, one (1) Captain, and one (1) Private. To be a member of the Board you must be enrolled in the program. A majority vote of the Review Board shall result in a decision that is final and binding upon ALL parties.

The Review Board will forward to the City Treasurer a copy of its final decision.

A granting of sick leave days from the Sick Leave Bank shall be subject to the following conditions:

(a). The Sick Leave Bank shall be voluntary upon contribution by an eligible employee who is permanently appointed with at least one (1) year of service with the Johnstown Fire Department, L779.

(b). The employee in question has exhausted All accrued sick leave credits.

(c). The Sick Leave Bank shall be made available only to those employees who contribute to said Bank.

(d). Once made by an employee, Sick Leave Bank contributions are irrevocable.

(e). The term "Days" shall mean the days that make up a Tour of Duty (i.e., 10, 14 or 24 hours, whichever the case may be).

(f). The employee requesting sick leave days from the bank will provide written medical evidence to the Board of Review outlining the exact nature of the sickness or disability and anticipated duration of the same. All information that is provided to the Board of Review shall be maintained in a confidential manner.

(g). Individual employee withdrawals from the Sick Leave Bank shall be limited to the equivalent number of sick leave days in the employee's account at the end of the calendar year preceding the onset of the disability or illness (i.e.: Members sick Leave Balance prior to illness was 85 days; after that is used, the member may draw only an additional 85 days from the sick leave bank, upon meeting the listed criteria and receiving approval from the Board of Review).

JOHNSTOWN FIREFIGHTERS LOCAL 0779  
SICK LEAVE BANK

STATEMENT OF ENROLLMENT IN THE SICK LEAVE BANK

The Board of Review:

I, \_\_\_\_\_, do hereby choose to voluntarily enroll in the Sick Leave Bank Program for the employees of the Johnstown Fire Department, L779.

I understand that thereafter, I may elect to contribute sick days, at the end of each calendar year, up to a maximum of twelve (12), from my Annual Sick Leave Accumulation.

I am aware that I may voluntarily withdraw my enrollment in the program, at any time, although any sick leave days, which I may have previously donated to the bank, will not be returned to me.

I understand that I must be enrolled in the Sick Leave Bank Program in order to utilize any sick leave days from the bank.

I understand that my eligibility for Sick Leave Bank usage will be determined by the Review Board and any decision by that Board shall be final and binding on all parties.

I acknowledge that I have received a copy of the Sick Leave Bank Policy.

\_\_\_\_\_  
Print Name and Date

\_\_\_\_\_  
Signature

## ARTICLE 18

### PHYSICAL EXAMINATIONS

All permanently employed Fire Fighters are obligated to have a physical examination once every two (2) years. The Fire Fighter has the choice of doctor, however, the examination must meet the standards agreed upon by the City and the Fire Fighter Association.

The City will pay the cost for the examination when performed by a physician designated by the City. The City will pay a maximum of \$100 for said examination when performed by a physician not designated by the City. Additional cost shall be paid by the Fire Fighter (or insurance if applicable).

The aforementioned physical shall follow the standards as set forth in "Exhibit B" (as attached to the Employment Contract between the City and the Fire Fighters Association.)

## ARTICLE 19

### HEALTH BENEFITS

#### Indemnity Plan

The City shall provide to all employees the Empire Plan of NYS Health Insurance Program with Rx Program (Cigna/Value Rx) Plan. At such time as a comparable plan is made available, the Empire Plan shall be eliminated.

#### HMO Options

Employees electing coverage pursuant to the available HMO plans will be provided with prescription drug plans as follows:

Effective January 1, 2005: MVP: \$10/30/50

Effective September 7, 2004: Community Blue will be \$10/20/40.

Effective January 1, 2005, the Emergency Room co-pay will be \$50; for Community Blue this \$50 co-pay will be effective 9/7/04.

Effective January 1, 2005, for MVP, the doctor co-pay will be \$15; for Community Blue, this co-pay will be effective 9/7/04.

Employees will have the option of selecting HMO plans from among Blue Shield of NENY's Health Now Flex; and MVP.

#### Dental and Vision Coverage

The City will continue to provide dental and vision coverage.

## Contribution

Employees hired on or after April 1, 1990 will contribute 10% of the premium cost for all health benefits (basic health coverage, HMO option, prescription drug coverage, dental coverage and vision coverage) which contribution shall be deducted from the employee's pay check each pay period on a prorated basis. Anyone hired after January 1, 1999 shall contribute 25% of the premium cost as detailed above.

Employee contributions shall be on a pre-tax basis, per Section 125 of the Internal Revenue Code; Employee's must complete and submit a form indicating a desire to participate in and receive the benefits of Section 125.

## Change in Plans

The City may, upon thirty (30) days notice to the Association change health insurance carriers or become self-insured provided that the City maintains equal or better benefits than those provided in the existing coverage. In the event that the benefits are not equal or better than existing coverage no change can be made without the approval of the Association.

## Health Insurance Buyout

An employee entitled to health insurance coverage as herein provided may elect to waive coverage if his or her spouse has similar coverage or if the employee has access to alternate coverage. Employees waiving such coverage may be required to show proof of spouse's or alternate coverage to the City and the Union. An employee who desires to waive such coverage shall notify the City and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the City. Employees waiving coverage will receive payment as follows:

- \$ 4500 per year for family coverage waiver.
- \$ 3400 per year for two-person coverage waiver.
- \$ 1700 per year for single coverage waiver.

The applicable amount will be paid twice per year by separate check, withholding applicable taxes or deductions, on December 15 and June 15 of each year for the preceding six (6) month period during which the employee's City coverage was waived. If the spouse's or alternate coverage is terminated for any reason, the employee will immediately notify the City. Upon such notification, the City shall transfer the employee to the health insurance plan selected by the employee without preconditions unless otherwise dictated by the health insurance provider or by law. An employee who has waived his or her health coverage and who desires such coverage to be reinstated shall notify the City and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the receipt of such notification by the City.

In the event the employee opts back in after payment of the waiver amount, his payment would be prorated. (See attached form.)

## Health Insurance at Retirement

Anyone hired after January 18, 2001, will be eligible for individual coverage at retirement; however, the retiree can purchase two-person or family coverage by paying the difference in premium calculated at the rate(s) paid by the City.

A. Any employee hired before January 18, 2001 will receive, upon retirement, health insurance coverage in the same manner, level and plan(s) as provided by the providers to active, current employees.

B. The employee hired before January 18, 2001 maintains coverage at the family, two-person or individual level as in place for that employee at the time of retirement.

C. Any employee who, at the time of retirement, contributes toward health insurance coverage will continue to contribute at the same percentage upon retirement, as said employee contributed while an active employee.

D. In the event the retiree dies, the retiree's spouse can opt to continue health insurance coverage paid by the spouse at the City's monthly premium cost.

#### Health Insurance Committee

A Health Insurance Committee shall be established, comprised of two (2) representatives from each of the City's Union (FF, PBA, CSEA) and two (2) management representatives. Any modifications to health insurance (including any replacement for the Empire Plan) shall be reviewed by the Committee. The Committee's decision on the modification shall be final and binding and not subject to grievance or IPC.

CITY OF JOHNSTOWN

Health Insurance Notice of Buyout

Employee Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Employee # \_\_\_\_\_  
Soc. Sec. # \_\_\_\_\_  
Dept./Bur. \_\_\_\_\_

Present City Insurance Plan: \_\_\_\_\_

Type of Coverage: (Circle one) Single 2-Person Family

Spouse's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Employer: \_\_\_\_\_  
Address: \_\_\_\_\_

Present Health Insurance Plan: (attach proof of coverage) \_\_\_\_\_

Type of Coverage: (Circle one) Single 2-Person Family

1. I understand that I am eligible to receive health insurance benefits from the City of Johnstown according to the terms of my union's contract with the City.
2. In consideration of the sum of \$ \_\_\_\_\_, to be paid to me in two equal installments, on June 15 and December 15, in arrears, I agree to waive any and all rights I may have for health insurance coverage from the City of Johnstown for the calendar year \_\_\_\_\_.
3. I affirmatively represent to the City that my spouse's health insurance or my alternate coverage is in full force and effect and that I am now covered under that plan of insurance. A copy of a certification of coverage from my spouse's health insurance or my alternate insurance carrier is annexed hereto.
4. I presently know of no condition or circumstance by which my spouse's or alternate health insurance carrier would deny me coverage (e.g. divorce, pre-existing condition, etc.).
5. I understand that the City of Johnstown will have no responsibility for medical expenses incurred by me or members of my family during the period covered by this agreement.
6. In the event that my spouse's or my alternate insurance is terminated, for any reason, I agree to notify the City of Johnstown, Treasurer's Office, in order to restore my health insurance coverage as soon as possible under the terms of the plan. In such event, my buyout payments from the City will be pro rated .

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

## ARTICLE 20

### **SAFETY GLASSES**

The City hereby agrees to supply 100% coverage for eye glasses lost or damaged in the performance of duty.

## ARTICLE 21

### **CLOTHING**

A. Each Fire Fighter and Officer will receive a clothing allowance for uniform replacements in the sum of \$500.00 per year. The sum of the allowance shall be paid directly to each member in two (2) installments; one no later than the first paycheck in January of the year, and one with the first paycheck in June. Each installment to be \$250.00.

The clothing allowance shall continue at the current rate until same may be changed by negotiations.

B. It is understood that all turnout gear and protective equipment will be furnished by the City, exclusive of the clothing allowance. Newly appointed Fire Fighters will receive a full compliment of uniforms and turnout gear in lieu of their first year's clothing allowance. (Exhibit "C" shows a description of complete uniform and turnout gear.) Equipment so issued shall remain the property of the City and shall be worn by employees only while engaged in their official duties.

C. The City shall incur all costs involved for changes in uniforms and fire gear as necessary and required by permanent promotions.

D. The City shall supply work clothes for those members who perform maintenance on vehicles and alarm systems; also laundering and cleaning of same.

E. All employees may purchase work clothes (dungarees and shirts) with their clothing allowance. Said work clothes shall remain at the fire station at all times so as to be used while on duty, specifically for work details. The City also agrees to launder these work clothes.

## ARTICLE 22

### **SENIORITY**

- A. Fire Fighters according to date of appointment.
- B. Officers according to date of promotion in rank.
- C. Transfer requests shall be considered on the basis of time of request, seniority and suitability.

## ARTICLE 23

### WORK SCHEDULES

A monthly work schedule will be posted a minimum of 7 days prior to the beginning of each month. Monthly schedules may show vacations, personal days, holidays, Veteran's Days and accumulated earned time. Any change in scheduling should have at least twelve (12) days minimum advance notice. At any time the City has less than 12 days notice, including, but not limited to, an emergency, sickness or other unforeseen conditions any change in scheduling is permitted upon 24 hour notice. In the event a change is necessary, the Junior suitable Fire Fighter or officer will be changed and his tour of duty will be rescheduled immediately unless mutually agreed upon by the Fire Chief and replacement so that the employee is not required to work any additional time in addition to this scheduled tour of duty. The Fire Chief shall solely determine the suitability of the replacements.

## ARTICLE 24

### OVERTIME AND COMPENSATORY TIME

A. In the further event that less than 24 hour notice is given, scheduling change will be deemed overtime. Selection of an officer or Fire Fighter for overtime will be on a rotating seniority basis with said officer or Fire Fighter being able to refuse work. Overtime will be paid at a rate of time/half time. Compensatory time off may be scheduled if mutually agreed upon by the Chief and replacement in lieu of overtime pay. The rotating seniority list will work as follows: The senior suitable Fire Fighter or officer will be the first called, if needed. In the event he (1) refuses to work, or (2) agrees to work, his name is then placed on the bottom of the list and he shall not be called again until all junior suitable men under him have gone through the two choices above. However, in the event a senior suitable officer or Fire Fighter cannot be reached, it is mandatory that the junior suitable Fire Fighter or officer must work. The Association agrees to supply the City with the seniority list. All schedule changes will be made only with the prior approval of the Fire Chief and in his absence the senior officer of duty.

B. Compensatory Time: Member of the bargaining unit may receive compensatory time off ("ET") in lieu of mandatory payment for overtime worked. A member choosing ET must complete an ET record slip and return same to the office of the Fire Chief for final approval before the ET hours are recorded in the official ET log.

In general, there will be no negative earned time (ET) balance; however, under exigent circumstances an employee may have a negative ET balance not to exceed ten (10) hours; in the event of a negative balance, said time will be adjusted by the end of the year with holiday leave accruals.

## ARTICLE 25

### RECALL

A. The City recognizes its obligations to utilize the services of its own Fire Fighters even when outside assistance under the Mutual Aid Program may be necessary. The City will, therefore,

develop a plan for the recall of all off-duty Fire Fighters before any other personnel of any other fire departments shall be called. This shall pertain to personnel only and not to any equipment needed by the Fire Department or any manpower needed to operate this equipment.

B. Recall shall be paid at the rate of time and one-half (1-1/2) and any Fire Fighter who is recalled to duty from off-duty status or retained on duty shall receive a minimum of four (4) hours recall compensation for each such recall that does not require four (4) hours or more of recalled duty. The exception to this being three special punch-outs referred to as automatic punch-outs. These are defined by the attached Exhibit " B". Automatic punch-outs will be a minimum of two (2) hours at a rate of time and one-half (1-1/2).

## ARTICLE 26

### COMPUTATION OF EXTRA PAYMENTS

An Officer or Fire Fighter who retires, resigns, is dismissed or is laid-off will be compensated on a prorated basis for accumulated compensatory time, holiday time, personal time and longevity increments at the hourly rate which is inclusive of the "Kelly Time" factor.

## ARTICLE 27

### POSTING OF EXTRA DUTY ASSIGNMENTS

At least twenty-one (21) days prior to making an extra duty assignment, the Chief will post a description of the assignment together with the minimum qualifications and number of years of service required for appointment to the assignment.

The most senior Fire Fighter who applies for a posted position, and who satisfies the posted minimum qualifications and years of service will receive the subject appointment.

## ARTICLE 28

### ANCILLARY DUTIES

The parties agree mutually to cooperate in assigning and completing ancillary tasks which will not interfere with the primary Public Safety function of bargaining unit members and pursuant thereto Fire Fighter, Captains, and Assistant Chiefs are expected to perform certain duties relating to maintenance and operation of the Fire Department's physical plan and equipment. The assignment of such work shall be consistent with the following guidelines:

1. All housekeeping functions are included.
2. Certain routine maintenance tasks relating to the upkeep of the physical plan are included. Characteristically, such tasks involve disassembly, replacement of all malfunctioning components or parts, and reassembly. Renewal of water

faucets constitutes a classical example.

3. Minor infrequently or nonrecurring repairs, such as a typical home owner would perform on this premises, where the individual assigned possesses the requisite elementary skill levels. Replacement of a screen door involving hinge removal and refitting in a existing jamb serves as an example.
4. Serving as helper to another member who is voluntarily performing tasks beyond those assignable where the helper is not required to participate at a skill level beyond those presumed heretofore. Members will not be expected to serve as helpers to independent contractors.
5. Bargaining unit members will not be required to perform structural repairs or undertake structural modifications. Replacement of roof decking is an example of such work.
6. Vehicle maintenance will be performed by designated individuals with the requisite capabilities as in the past.
7. Alarm system work will be performed by internally-trained individuals as in the past.
8. Tasks demanding higher levels of skill or special knowledge which a limited number or single member may possess may be assumed by said person or persons on a volunteer basis. Persons undertaking such responsibilities shall be entitled to preference for any overtime opportunities which may arise on that project.
9. No member shall be expected to assume maintenance or repair assignments which would present an imminent threat to life and limb, or would expose members to toxic or hazardous substance under any of the above provisions. Disagreements which may arise under this paragraph shall be referred to the Labor Advisory Committee. Grievance can be filed if no agreement can be reached.
10. Whenever there is a sufficient amount of snow (as determined by the Fire Chief or designee), it shall be the responsibility of members of the Fire Department to assist other City employees in the removal of snow around and about fire hydrants, where practical, using Fire Department equipment.

## ARTICLE 29

### **CODE ENFORCEMENT**

#### JOB DESCRIPTION

REVIEWS checks and passes on plans and specifications submitted with building and plumbing permit applications for compliance with the New York State Uniform Fire Prevention and Building Code, local building code, Fire Prevention code, the plumbing code, the zoning ordinance and applicable laws and ordinances prior to issuing permits.

INSPECTS buildings and structures for Fire Prevention and protection, as set forth in the Code of Ordinances of the City of Johnstown and New York State Fire Prevention and Building Code, and all requirements of applicable laws and ordinances.

INSPECTS piping, traps, fixtures and drainage to see that work is being carried out in accordance with approved plans and specifications and applicable ordinances and laws.

ISSUES building and plumbing permits and furnishes the prescribed certificates of compliance upon applications.

EXPLAINS the requirements of the New York State Uniform Fire Prevention and Building Code, the local building code, the local zoning ordinance and the New York State Multiple Residence Law to building and plumbing contractors and to the general public.

ORDERS the removal of illegal or unsafe conditions and secures the necessary safeguards during construction.

ORDERS unsafe conditions in existing structures to be removed and arranges for condemnation notices to owners and builders of improper or hazardous structures.

INSPECTS existing buildings and structures to insure their conformity with safety standards.

INVESTIGATES complaints and assists in prosecuting violations of the New York State Uniform Fire Prevention and Building Code, local building code, plumbing code and zoning ordinances.

MAINTAINS records of acts and decisions.

PREPARES periodic reports of building and structures erected or altered, or permits issued of fees collected and estimated cost of work covered for such permits for presentation to the local

governing board.

ATTENDS, in the absence of the Chief, or under special circumstances, meetings of the local Zoning Board and local Planning Board.

1. The Johnstown Fire Department Code Enforcement Bureau shall consist of a number of active CEOs to be determined by the Chief of the Fire Department with approval of the Mayor and Common Council.

2. Any CEO who elects to participate in the Code Enforcement Program shall remain in said program for a minimum of four (4) years. If a CEO wishes to decline further participation after said four (4) years, he/she may request to leave the program based on seniority in Code Enforcement and contingent on a replacement CEO being available. If a member chooses to re-join the program, said member must again remain in Program for a minimum of four (4) years. All CEOs participating in the Program will receive the required refresher training as it becomes available. All CEOs will be required to attend Codes Bureau Meetings, which shall be scheduled by the Chief or Codes Program Director to discuss changes and additions to the NYS building and Fire Prevention Code, or Department SOPs regarding Code Enforcement.

3. Code Enforcement course training will be offered to any member who wishes to become a CEO and all members wishing to become a CEO will be trained as soon as practical. Fire Fighters with less than three (3) complete years of service may take the CEO training courses, but will not be able to enter the program until they begin their fourth (4th) year of service. (Time to be calculated the same as Longevity).

4. The Code Enforcement Office shall be open for business for the purpose of issuing Permits on a regular business day schedule (i.e., Monday thru Friday, except for the legal holidays scheduled by City Hall). The hours of operation shall also parallel that of City Hall hours (currently 8:00 AM - 4:00 PM). The Code Enforcement Office shall have a Part-Time Secretary at the discretion of the Mayor and Common Council whose hours of employment shall be determined by the Chief of the Fire Department.

5. The Johnstown Fire Code Enforcement Bureau will continue to respond to Complaints of life safety and Fire Prevention hazards, at the discretion of the Officer in Charge during all hours of operation of the Fire Department (24 Hours a day, 7 days a week).

6. Certain types of inspections and reviews may be done by a CEO when he/she is not working a regularly scheduled duty day. These duties may include, but are not limited to: Multiple Dwelling Inspections, School Inspections, or any other type of inspection or review which requires an appointment to be made with the property owner or responsible party. Every effort shall be made to schedule said inspections while on duty, if feasible.

7. Anytime a CEO needs to perform any Code Enforcement duties [sic] that require him/her to come in off duty, he/she shall be compensated with Compensatory Time (ET) for the number of hours worked at time-and-one-half, with a minimum call back time of two (2) hours at time-and-one-half. The Chief of the Fire Department shall have the right to review the need for off duty inspections. All CEOs in the Program shall share responsibilities and duties equally, except for those of the Program Director.

8. Members of the Fire Department who may be trained in Code Enforcement, but are not members of the Code Enforcement Program, will not be assigned duties other than those required for Fire Prevention/Life Safety under the Fire and Property Maintenance Codes of New York State.

9. All CEOs who are members of the Code Enforcement Program will receive an annual cash stipend, as follows: (Effective 1/1/05): 0-3 years: \$850.00; 4-6 years: \$1050.00; 7+ years: \$1350.00.

### ARTICLE 30

#### CONTINUATION CLAUSE

Provided the Association is still the recognized negotiating representative of specific covered employees at the stated expiration date of this Contract, (December 31, 2012), and in the event that a new Contract is not entered into on or before said December 31, 2012, provisions of this Contract (together with any supplements, modifications and amendments which have been reduced to writing, executed and acknowledged by the parties) shall continue in full force and effect unless otherwise noted for such covered employees until the date of the execution of a new Contract. (Triboro Doctrine)

### ARTICLE 31

#### GRIEVANCE PROCEDURE

**Grievance Procedure Preamble:** It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievance free from coercion, restraint, reprisal.

##### Section I Definitions

1. Employees shall mean any person(s) covered by this Contract as provided for under Article 1 - Bargaining Unit Representation and Recognition.
2. Employer shall mean the City of Johnstown.
3. Association shall mean the Johnstown Fire Fighters Association, Local #779, I.A.F.F., and its representatives.

4. Grievance shall mean any claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of this Contract.
5. Supervisor shall mean the employee on the next higher level of authority above the employee in the Department wherein the grievance exists and who normally assigns and supervises the employee's work.
6. Days shall mean all days other than Saturday, Sunday and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

## **Section II Rights of the Parties**

### **1. Rights of Grievant**

- a. The Association shall assist employees in the processing and/or preparing of grievances, except that no representative may be present from any employee organization other than the Johnstown Fire Fighters Association, local #779, I.A.F.F.
- b. The Association shall have access to all written statements, records, and materials relating to the grievance which are part of the grievant's personnel file.

### **2. Rights of the Association**

- a. The Association shall receive a copy of any written grievance, including supporting materials attached thereto and submitted therewith, and of any decision rendered pursuant to this procedure.
- b. The Association shall have the right to submit briefs to support a particular grievance at arbitration.
- c. The Association shall have the right to submit a grievance on its behalf or on behalf of any employee.

## **Section III**

### **Step One**

1. The Association shall present the grievance to the employee's supervisor or department head in writing within five (5) days of its occurrence or of when the employee becomes, or should have become, aware of it.
2. The immediate supervisor shall meet with the parties to resolve the grievance within three (3) days after receipt of the written grievance. After the meeting he shall render a decision within five (5) days.

Step Two: The Association, if not satisfied with the decision at step one, may within five (5) days request a review by the Fire Chief or his designee. Such request is to be in writing with a copy to the immediate supervisor. The Fire Chief or his designee shall convene a conference within five (5) days after receipt of the request for said conference. The Fire Chief or his designee will render a decision in writing within (5) days after the conference with copies to the aggrieved party and the Association.

Step Three: The Association, if not satisfied with the decision at step two, may within five (5) days request in writing a meeting before the Mayor or the Mayor's designee. The meeting shall be held within fifteen (15) days thereafter, and a decision shall be rendered within fifteen (15) days thereafter, copies of the decision to the aggrieved party and the Association.

Step Four: In the case of unresolved grievances the Association may request arbitration in accordance with the rules of the Public Employment Relations Board relating to arbitration. The decision arrived at shall be final and binding upon both parties to the agreement, subject to appeal in accordance with the terms of CPLR Sections 7510 and 7511.

The fees and expenses of the arbitration shall be borne equally by the parties.

The arbitrator shall hold a hearing within twenty days after he had been selected and should render a decision within twenty days after the hearing has been scheduled.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Contract, nor to render any decision which contravenes established law, or ordinance. Awards may not be retroactive beyond the date the grievance was filed, except when the grievance involves cash pay earned but not received.

### **General Considerations**

1. All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal work day.
2. The time limits at any step may be extended by mutual written consent of the parties

## **ARTICLE 32**

### **LABOR ADVISORY COMMITTEE**

A labor management committee consisting of the Public Safety Liaison to the City's Common Council, the fire chief and an equal number of designated members of the association. The committee shall meet at the request of either party, but no more than once in each calendar quarter unless all parties agree otherwise. Such meeting shall be called on at least seven days notice. The purpose of the committee is to discuss any labor management problems or concerns.

## ARTICLE 33

### COURT LEAVE

The Employer shall grant leave to any employee for the period of time he is required to appear before a Court, Judge, Magistrate, or Coroner as a plaintiff, defendant, or witness on behalf of the department or City. If an employee is required to appear while off-duty he shall be compensated at time and one half in compensatory time off. If the employee chooses monetary compensation it shall be paid at time and one-half. In any event the employee must submit proof of required appearance.

## ARTICLE 34

### NEGOTIATIONS PROCEDURE

- A. Negotiating Teams: Designated representative(s) of the City will meet with representatives designated by the Association for the purpose of discussing and reaching mutually satisfactory agreements;
- B. Opening Negotiations: Upon a request of either party for a meeting to open negotiations, a mutually acceptable date shall be set, (not more than 15 days following such request). Such request shall be made no earlier than August 15th immediately preceding the termination date hereof.
- C. Negotiation Procedures: Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Meetings shall be held at a time to be mutually agreed upon. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
- D. Releases: The parties agree that, during the period of negotiations and until impasse, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.
- E. Reaching Agreement: When agreement is reached covering all areas under negotiation, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the City for approval.

## ARTICLE 35

### EDUCATION

The City will reimburse tuition costs expended by individual members for any job related courses approved by the Fire Chief and in which at least a "C" average is earned. Approval for course work must be received by the Fire Chief prior to commencement of said course work. Said reimbursement shall be less the amount of any tuition, scholarships, awards, or grants received by member from all other sources.

Effective January 1, 2002, \$5,000 per year will be allocated for this benefit. Once the \$5,000 is depleted, no additional personnel will be granted tuition reimbursement unless the City Treasurer, upon request from the Fire Chief, authorizes additional expenditures.

The yearly allocation will be distributed on a "first come, first serve" basis, by seniority.

## ARTICLE 36

### CIVIL SERVICE LAW SECTION 204-a

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMITS ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUND THEREFORE, SHALL NOW BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE 37

### GENERAL MUNICIPAL LAW §207-a PROCEDURE

1. A firefighter claiming injury in the performance of duty shall be granted GML §207-a status provisionally upon notification to the Department. The firefighter will file a written accident/injury report within 96 hours of the occurrence giving rise to the injury. If the firefighter is unable to make such notification, another person acting on his behalf may do so. Failure to file a written report within 96 hours of the occurrence may, in the discretion of the employer, result in the loss of the provisional 207-a status until such report is filed.

2. A firefighter claiming sickness as a result of the performance of duty shall be granted 207-a status provisionally upon notification to the Department, provided the firefighter has filed with the Department an accident/injury report no later than thirty days within the time when the firefighter knew, or should have known, that such sickness was a result of the performance of duties. If a firefighter is unable to make such notification, another person acting on his behalf may do so.

3. A firefighter placed on GML §207-a status for an initial injury or sickness may be sent by the City to a physician(s) of its choice, including occupational injury and disease specialist(s) and/or specialist(s) in the practice area of the injury or sickness. The firefighter shall sign a medical confidentiality waiver limited to the injury or illness at issue.

4a. To resolve a question of initial or continued eligibility for benefits, the Chief or the Chief's designee shall make a decision on the basis of medical evaluation and other information as may be available or as may be provided by the firefighter, or his representative. The Chief or the Chief's designee shall have the authority to employ medical specialists or other appropriate individuals; at reasonable times and with reasonable notice, require the attendance of the firefighter or any witness to an incident to secure information; and may require the firefighter to sign a release or waiver for information of his or her medical history relative to the specific injury in review.

b. The Chief or the Chief's designee shall make a determination as to the initial or continued eligibility for benefits based upon information collected or obtained pursuant to this process. Said determination shall be made within fifteen (15) working days after receipt by the Chief of all necessary and requested documentation; "working days" shall be defined to include Monday to Friday. The grounds for any determination shall be specified in writing to the subject firefighter. Upon the request of a firefighter or his/her representative, a copy of any document used by the Chief, or the Chief's designee, to determine initial or continued eligibility for any benefits afforded by Section 207-a shall be made available. In the event the firefighter is adversely affected by a determination, he or she may request a hearing in accordance with the procedure set forth in paragraph "5" of this procedure. The firefighter will receive 207-a benefits until the hearing officer communicates his written decision to the Chief.

c. Should the City elect to refer the firefighter to more than three physicians, the Union may elect to invoke an expedited limited hearing pursuant to paragraph (5) below, wherein the sole issue will be whether such additional referral(s) is being sought in good faith. Refusal to comply with a written order to be examined by a City physician shall result in an expedited limited hearing pursuant to the provisions of paragraph (5) herein, wherein the sole issue will be whether the refusal was in good faith. If the expedited hearing results in an order by the Hearing Officer to be examined and the firefighter continues to refuse to comply, the firefighter's benefits pursuant to GML §207-a may be suspended until compliance.

5a. The City shall inform the firefighter in writing of its determination as detailed in Section 4b. In the event the firefighter requests a hearing to review the determination of the Chief, the parties shall refer the matter to a Hearing Officer mutually agreed upon by the parties. In the event the parties are unable, within 15 calendar days of the Chief's determination, to agree on a Hearing Officer, PERB's rules for the selection of an Arbitrator will be invoked. The Hearing Officer shall consider both the facts attendant the dispute and the provisions of GML §207-a.

b. At the Hearing the firefighter and City may be represented by counsel and shall have a complete opportunity to present testimony and evidence. A stenographic record of the hearing shall be maintained and provided to all parties.

c. The determination of the Hearing Officer shall be subject to review pursuant to CPLR Article 78. Costs of the Hearing Officer and stenographic record shall be divided equally between the parties.

6a. In the event of a recurrence of a duty-connected injury or sickness, the firefighter shall notify the Department of the recurrence and shall provide the approximate date and nature of the prior injury or illness. Upon notification, GML §207-a status shall be granted. The City may cause the firefighter to be examined by its physician(s) on the first or subsequent days §207-a status is utilized. If unable to attend the examination due to physical incapacity, the firefighter shall make himself available at his residence for an examination by the City physician(s) (house call). If the firefighter refuses to make himself available to the City physician (house call), the City may charge that day's absence to sick leave.

b. If the City contests that the recurrence is related to a previous GML §207-a injury or illness, the matter shall be referred to the hearing procedures set forth in paragraph 5 herein, provided,

however, that the recurrence will be referred to the original hearing officer, if possible (and if there was a prior hearing), and the hearing shall be limited in scope to whether there has been a recurrence of the pre-existing injury or illness.

7. Once GML §207-a status is established, the City may cause the firefighter to be examined as necessary, to determine the continuing nature of the injury or sickness. The firefighter may submit medical reports of his treating physician(s) in this regard. If the City contests the continuation of the GML §207-a status, it shall notify the firefighter in writing and the hearing procedure, pursuant to paragraph (5) above, shall be utilized. The hearing shall be limited in scope to the issue of whether there is a continuing injury or illness which prevents the firefighter from returning to full duty.

8. A firefighter on continuous leave pursuant to General Municipal Law Section 207-a for longer than twelve months shall not thereafter, for the duration of the disability, accrue or receive vacation credits, uniform allowance, personal days, holiday pay (including Veteran's Day) or sick leave beyond that paid in the calendar year in which the disability arose. Any sick leave, holiday pay (including Veteran's Day), vacation or personal time earned prior to the disability will be retained in the firefighter's credit. When a firefighter returns to full or light duty following a 207-a leave, the firefighter will begin to accrue, prospectively (and on a pro-rated basis, if necessary) all contractual fringe benefits.

9. Outside Employment. If, as a result of an investigation, the Chief determines that a firefighter receiving benefits pursuant to GML § 207-a has engaged in paid outside employment, the Chief shall provide to the firefighter written notice of such determination. If it is determined that the firefighter is or has been engaging in paid outside employment, the GML status shall be immediately terminated. The notice shall specify in detail any and all reasons and the factual basis for the determination. The firefighter may appeal the determination pursuant to paragraph 5, above. The mutually selected and/or PERB designated Hearing Officer shall have the authority to determine the amount of benefit to be reimbursed, if any, and direct the manner in which such reimbursement shall be made. The City of Johnstown, upon request, must be provided with a W-2 form or tax return or other proof other than sworn statements by the firefighter as to outside employment. The firefighter may redact irrelevant information from the income tax information that is requested by the City, e.g., spousal income.

10. Hazardous Exposure. A firefighter, who reasonably believes that he or she may have been exposed to a health hazard, e.g., AIDS, Hepatitis-B, biological or chemical toxins, etc., as a result of the performance of his or her duties, may file a Hazardous Exposure Incident Report, contemporaneous with the time of exposure. This exposure report will be maintained by the Chief in the employee's medical personnel file.

If the firefighter claims a job related injury or illness due to such exposure, the firefighter must complete the applicable GML 207-a paperwork to request consideration for GML benefits.

## ARTICLE 38

### FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

#### Section 1.     PURPOSE

To outline the conditions and procedures under which an employee may be eligible for time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA").

#### Section 2.     DEFINITIONS

A.     "Family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of leave per year under particular circumstances. Leave may be taken:

- \* Upon the birth of the employee's child;
- \* Upon placement of a child with the employee for adoption or foster care;
- \* When the employee is needed to care for a child, spouse or parent who has a serious health condition; or
- \* When the employee is unable to perform the functions of his/her position because of a serious health condition; or
- \* When the employee is needed due to a qualifying exigency while the spouse, son, daughter or parent of the employee is on active duty or called to active duty status.

Family leave shall be granted to an eligible employee who is the spouse, son, daughter, parent, or next of kin of a servicemember to a total of twenty-six (26) work weeks of leave during any twelve (12) month period in order to care for such servicemember, if such servicemember has a serious illness or injury incurred in the line of duty.

NOTE: that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period beginning on the date of birth or placement unless the employer permits a longer time.

B.     "A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

1.     any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or
2.     any period of incapacity that requires absence from

regular daily activities of more than three days and that involves continuing treatment by (or under supervision of) a health care provider.

C. "Leave" time may be paid or unpaid, see discussion below.

D. "A qualifying exigency" means any activities that involve (but may not be limited to) the following:

- \* Short-notice deployment;
- \* Military events and related activities;
- \* Child care and school activities;
- \* Financial and legal arrangement;
- \* Counseling;
- \* Rest and recuperation;
- \* Post-deployment activities; and/or
- \* Any additional activities agreed to by the employee and City.

E. "A covered servicemember" will be defined as the employee's spouse, son, daughter, parent, or next of kin who is on active duty or call to active duty status.

### Section 3.      RESPONSIBILITY

Each department head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Office of the City Attorney.

### Section 4.      SCOPE

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) or twenty-six (26) weeks of leave to which the employee may be entitled.

### Section 5.      ELIGIBILITY

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

Section 6. LEAVE OF ABSENCE: PAID OR UNPAID

A. For the adoption, or birth or care of child, parent or of a spouse, an eligible employee must use accrued vacation, personal leave time and sick time.

B. For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave.

C. In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

D. For military family leave (i.e., leave due to a qualifying exigency or care of a covered servicemember), the employee must use all accrued leave time.

Section 7. EXTENSION OF LEAVE

In the event an employee requires leave in excess of the 12 or 26 week maximum described herein, the department head, at the department head's discretion, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

Section 8. PERMISSION AND DOCUMENTATION

A. The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The employer may require a second medical opinion and obtain periodic recertification (at its own expense) only when the employer has reason to doubt the initial medical certification. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the employer and the employee.

B. If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, due to a qualifying exigency, or to care for a seriously injured or ill servicemember, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

C. Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

D. The Employer will require certification to support a claim for leave due to a qualifying exigency. The certification must include the frequency or duration of the qualifying exigency, written documentation confirming a covered servicemember's active duty or call to active duty status in support of a contingency operation, and any available written

documentation which supports the need for leave.

E. The Employer will require certification to support a claim for leave due to a serious injury or illness of a covered servicemember. The certification must include written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty, that the covered servicemember is undergoing treatment for such injury or illness, the care to be provided to the covered servicemember and an estimate of the leave needed to provide the care.

#### Section 9. NOTIFICATIONS AND REPORTING REQUIREMENTS

A. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

B. The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

#### Section 10. COVERAGE

A. Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period. However, an employee has a right under the FMLA for up to 26 weeks of leave in a single twelve (12) month period to care for a covered servicemember with a serious injury or illness.

B. The Employer may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

C. Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

D. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the employer, the employer may recover from the employee the cost of the premium paid to maintain the employee's health insurance coverage, except when the family and medical leave is paid.

#### Section 11. PROCEDURES

A. Completion of Request for Family and Medical leave of Absence Notice:

If the leave is foreseeable, a request for Family and Medical Leave of Absence must be originated in duplicate by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forwarded to the Office of the City Attorney and City Treasurer. If possible, the notice should be submitted thirty (30) days in advance

of the effective date of the leave.

B. All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.

C. In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.

D. For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.

E. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

F. In any event and even absent a request for FMLA leave, FMLA leave must be designated by the Employer where the Employer has knowledge or sufficient reason to believe that the employee is eligible for such leave.

G. For purpose of leave due to a qualifying exigency, the certification should include the servicemember's active duty orders or other documentation issued by the military that indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, the dates of the covered servicemember's active duty service, appropriate facts supporting the need for leave, the date on which the qualifying exigency commenced or will commence and the end date, and appropriate contact information if the exigency involves meeting with a third-party.

H. For purpose of leave to care for a seriously injured or ill servicemember, the certification should include written documentation confirming that the covered servicemember's injury or illness was incurred in the line of duty on active duty, that the covered servicemember is undergoing treatment for such injury or illness, the care to be provided to the covered servicemember and an estimate of the leave needed to provide the care.

## Section 12. RETURN TO DUTY

An employee returning from leave as covered by this policy is entitled to the same position held when leave began.

Section 13. EFFECT OF LABOR AGREEMENT

It is the intent of the employer to provide the standards as articulated in the federal FMLA and as detailed herein.

Section 14. CHANGE IN POLICY

The City reserves the right to modify this policy as necessitated by law.

**ARTICLE 39**

**DUE PROCESS HEARING PROCEDURE**

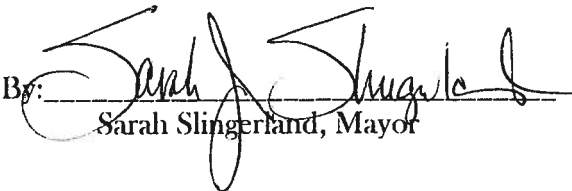
Where, because of statutory mandate (i.e., Section 71 and/or Section 73 of the New York State Civil Service Law) or judicially imposed mandate, the Employer is required to hold a Due Process Hearing, the procedure utilized by the Employer shall be as follows:

1. The Employer and Union will mutually appoint an Arbitrator or Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an Opinion and Award. If the parties are not able to agree on an Arbitrator, PERB will be contacted and, in all cases, the rules of PERB shall apply.

2. This Article shall not apply to administrative matters, including, but not limited to grievances and arbitrations.

IN WITNESS WHEREOF, this Contract has been executed by the duly authorized officers of representatives of the parties the day and year first above mentioned.

CITY OF JOHNSTOWN

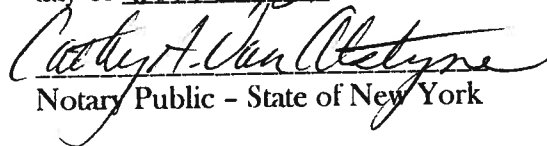
By:   
Sarah Slingerland, Mayor

JOHNSTOWN FIRE FIGHTERS ASSOCIATION

By:   
Richard Danelorich, President Local 779

STATE OF NEW YORK :  
CITY OF JOHNSTOWN : ss.:  
COUNTY OF FULTON :

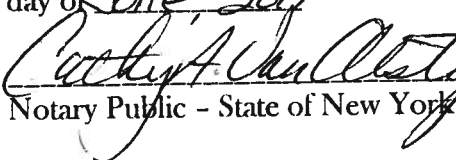
On this 8 day of June, 2011, before me personally came Sarah Slingerland, to me personally known who, being by me duly sworn, did depose and say that she resides in the City of Johnstown, New York; that she is the Mayor of the City of Johnstown, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Common Council of said corporation, and that he signed his name thereto by like order.

Sworn to before me this 8  
day of June, 2011  
  
Notary Public - State of New York

CATHY A. VAN ALSTYNE  
Notary Public State of NY  
01VA6065172  
Resides in Fulton Co.  
Commission Expires Oct. 9, 2013

STATE OF NEW YORK :  
CITY OF JOHNSTOWN : ss.:  
COUNTY OF FULTON :

On this 10 day of June, 2011, before me personally came Richard Danelorich, being by me duly sworn, deposes and says that he resides in the Coloversville, New York; that he is the President of the Johnstown Fire Fighters Association described in and which executed the foregoing instrument; that he executed this instrument pursuant to the authority given him by the members of the Association.

Sworn to before me this 10  
day of June, 2011  
  
Notary Public - State of New York

CATHY A. VAN ALSTYNE  
Notary Public State of NY  
01VA6065172  
Resides in Fulton Co.  
Commission Expires Oct. 9, 2013

**CITY OF JOHNSTOWN  
FIRE FIGHTERS ASSOCIATION  
EXHIBIT "A"  
SALARY SCHEDULE**

| <u>RANK &amp; GRADE</u>  | <u>\$1,000 PER<br/>RANK &amp; GRADE<br/>2011</u> |   |                                       | <u>\$1,000 PER<br/>RANK &amp; GRADE<br/>2012</u> |   |                                       |
|--------------------------|--|---|---------------------------------------|--|---|---------------------------------------|
|                          | <u>Annual</u>                                    | <u>Bi-Weekly</u>                            | <u>Hourly</u>                         | <u>Annual</u>                                    | <u>Bi-Weekly</u>                            | <u>Hourly</u>                         |
|                          | Assistant Chief                                  | \$ 55,038.88<br>\$ 2,751.84<br>\$ 57,790.72 | \$2,116.88<br>\$ 105.84<br>\$2,222.72 | \$ 26.461<br>\$ 1.323<br>\$ 27.784               | \$ 55,991.52<br>\$ 2,799.68<br>\$ 58,791.20 | \$2,153.52<br>\$ 107.68<br>\$2,261.20 |
| Captain                  | \$ 50,211.20<br>\$ 2,508.48<br>\$ 52,719.68      | \$1,931.20<br>\$ 96.48<br>\$2,027.68        | \$ 24.140<br>\$ 1.206<br>\$ 25.346    | \$ 51,163.84<br>\$ 2,558.32<br>\$ 53,720.16      | \$1,967.84<br>\$ 98.32<br>\$2,066.16        | \$ 24.598<br>\$ 1.229<br>\$ 25.827    |
| Maximum Firefighter      | \$ 45,701.76<br>\$ 2,281.76<br>\$ 47,983.52      | \$1,757.76<br>\$ 87.76<br>\$1,845.52        | \$ 21.972<br>\$ 1.097<br>\$ 23.069    | \$ 46,654.40<br>\$ 2,329.60<br>\$ 48,984.00      | \$1,794.40<br>\$ 89.60<br>\$1,884.00        | \$ 22.430<br>\$ 1.120<br>\$ 23.550    |
| Seventh Year Firefighter | \$ 43,973.28<br>\$ 2,198.56<br>\$ 46,171.84      | \$1,691.28<br>\$ 84.56<br>\$1,775.84        | \$ 21.141<br>\$ 1.057<br>\$ 22.198    | \$ 44,925.92<br>\$ 2,246.40<br>\$ 47,172.32      | \$1,727.92<br>\$ 86.40<br>\$1,814.32        | \$ 21.599<br>\$ 1.080<br>\$ 22.679    |
| Sixth Year Firefighter   | \$ 42,261.44<br>\$ 2,111.20<br>\$ 44,372.64      | \$1,625.44<br>\$ 81.20<br>\$1,706.64        | \$ 20.318<br>\$ 1.015<br>\$ 21.333    | \$ 43,214.08<br>\$ 2,159.04<br>\$ 45,373.12      | \$1,662.08<br>\$ 83.04<br>\$1,745.12        | \$ 20.776<br>\$ 1.038<br>\$ 21.814    |
| Fifth Year Firefighter   | \$ 40,545.44<br>\$ 2,028.00<br>\$ 42,573.44      | \$1,559.44<br>\$ 78.00<br>\$1,637.44        | \$ 19.493<br>\$ 0.975<br>\$ 20.468    | \$ 41,496.08<br>\$ 2,075.84<br>\$ 43,573.92      | \$1,596.08<br>\$ 79.84<br>\$1,675.92        | \$ 19.951<br>\$ 0.998<br>\$ 20.949    |
| Fourth Year Firefighter  | \$ 38,835.68<br>\$ 1,942.72<br>\$ 40,778.40      | \$1,493.68<br>\$ 74.72<br>\$1,568.40        | \$ 18.671<br>\$ 0.934<br>\$ 19.605    | \$ 39,788.32<br>\$ 1,990.56<br>\$ 41,778.88      | \$1,530.32<br>\$ 76.56<br>\$1,606.88        | \$ 19.129<br>\$ 0.957<br>\$ 20.086    |
| Third Year Firefighter   | \$ 37,123.84<br>\$ 1,851.20<br>\$ 38,975.04      | \$1,427.84<br>\$ 71.20<br>\$1,499.04        | \$ 17.848<br>\$ 0.890<br>\$ 18.738    | \$ 38,076.48<br>\$ 1,899.04<br>\$ 39,975.52      | \$1,464.48<br>\$ 73.04<br>\$1,537.52        | \$ 18.306<br>\$ 0.913<br>\$ 19.219    |
| Second Year Firefighter  | \$ 35,409.92<br>\$ 1,768.00<br>\$ 37,177.92      | \$1,361.92<br>\$ 68.00<br>\$1,429.92        | \$ 17.024<br>\$ 0.850<br>\$ 17.874    | \$ 36,362.56<br>\$ 1,815.84<br>\$ 38,178.40      | \$1,398.56<br>\$ 69.84<br>\$1,468.40        | \$ 17.482<br>\$ 0.873<br>\$ 18.355    |
| First Year Firefighter   | \$ 34,646.56<br>\$ 1,732.64<br>\$ 36,379.20      | \$1,332.56<br>\$ 66.64<br>\$1,399.20        | \$ 16.657<br>\$ 0.833<br>\$ 17.490    | \$ 35,599.20<br>\$ 1,780.48<br>\$ 37,379.68      | \$1,369.20<br>\$ 68.48<br>\$1,437.68        | \$ 17.115<br>\$ 0.856<br>\$ 17.971    |

**Effective  
January 1, 2004**

EXHIBT B

# JOHNSTOWN FIRE DEPARTMENT LABORATORY REQUEST FORM

Company Name: \_\_\_\_\_  
Employee Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

MRO \_\_\_\_\_  
Appointment Date: \_\_\_\_\_ Time: \_\_\_\_\_

**SERVICES REQUESTED BY COMPANY: (please check all that apply)**

|   |               |   |         |
|---|---------------|---|---------|
| <b>History &amp; Physical:</b>  |               | <b>Hearing:</b>   |         |
| <input type="checkbox"/> DOT (Physical)                                       | 99214         | <input type="checkbox"/> Audiogram with Interpretation                          | * 92552 |
| <input type="checkbox"/> Basic  | 99213         | <b>Medical Imaging:</b>   |         |
| <input type="checkbox"/> Pre-Employment                                       | 99214         | <input type="checkbox"/> 1 View - Chest X-ray with Interpretation               | 71010   |
| <input type="checkbox"/> Medical Questionnaire *In addition to basic physical | 99420         | <input type="checkbox"/> 2 View - Chest X-ray with Interpretation               | 71020   |
|   |               | <input type="checkbox"/> Spinal X-Ray   | 72100   |
| <b>Substance Abuse: (PHOTO ID REQUIRED)</b>                                   |               | <b>Other Ancillary:</b>   |         |
| <b>Urine Drug 5 Panel NIDA</b>  |               | <input type="checkbox"/> EKG - 12 Lead  | 93000   |
| <input type="checkbox"/> Collection Only                                      | 99000         | <input type="checkbox"/> Pulmonary Function Test (Pulmonologist Interpretation) | * 94060 |
| <input type="checkbox"/> Collection, Lab, MRO                                 | 99001         | <input type="checkbox"/> Spirometry (Pulmonologist Interpretation)              | * 94010 |
| <b>Breath Alcohol (includes confirmative test):</b>                           |               | <b>Immunizations/Vaccines:</b>  |         |
| <input type="checkbox"/> Regular hours  | * 82075       | <input type="checkbox"/> D.T. Injection   | 90718   |
| <input type="checkbox"/> After hours via SMH Emergency Dept.                  | 82075 & 99050 | <input type="checkbox"/> Hep B Immune Globulin (HBIG)                           | 90742   |
| <b>Laboratory:</b>  |               | <input type="checkbox"/> Hepatitis (per dose)                                   | 90746   |
| <input type="checkbox"/> CBC (Complete Blood Count)                           | 85025         | <input type="checkbox"/> Measles, Mumps Rubella (MMR)                           | 90707   |
| <input type="checkbox"/> Cholesterol Only                                     | 83718         | <input type="checkbox"/> Polio Vaccine  | 90712   |
| <input type="checkbox"/> Cardio Profile (SMA 12/Lipids)                       | 80061         | <input type="checkbox"/> PPD  | 86580   |
| <input type="checkbox"/> Collection only, urine or blood                      | 60001         | <input type="checkbox"/> Rubella  | 90706   |
| <input type="checkbox"/> FBS (Fasting Blood Sugar)                            | 82947         | <input type="checkbox"/> Rubella  | 90705   |
| <input type="checkbox"/> Hemoglobin   | 85018         | <input type="checkbox"/> Tetanus  | 90742   |
| <input type="checkbox"/> Hepatitis B Surface Antibody-Quantitative (51938P)   | 86706         | <input type="checkbox"/> Typhoid Vaccine  | 90714   |
| <input type="checkbox"/> Hepatitis Screen                                     | 80074         | <input type="checkbox"/> Flu Vaccine  | 90658   |
| <input type="checkbox"/> Lead Screening                                       | 83655         | <input type="checkbox"/> Respirator Fit Testing                                 | 99002   |
| <input type="checkbox"/> Pap Smear  | 88141         |   |         |
| <input type="checkbox"/> Pregnancy (serum)                                    | 84703         |   |         |
| <input type="checkbox"/> PSA  | 84153         | * Services only performed at Johnstown  |         |
| <input type="checkbox"/> Rubella Titer Quantitative: Code "RVT"               | 86762         | <b>EMPLOYEE MUST BE ACCOMPANIED WITH A</b>                                      |         |
| <input type="checkbox"/> Rubella Titer Quantitative                           | 86765         | <b>PHOTOCOPY OF THIS FORM IN ORDER FOR</b>                                      |         |
| <input type="checkbox"/> SMA 12   | 80053         | <b>SERVICES TO BE RENDERED.</b>   |         |
| <input type="checkbox"/> Urinalysis   | 81001         |   |         |
| <input type="checkbox"/> VDRL   | 86592         |   |         |
| <input type="checkbox"/> Varicella Zoster IgG Quantitative                    | 86787         |   |         |
| <input type="checkbox"/> Venipuncture   | 36415         |   |         |

Signature of Authorized Company Agent \_\_\_\_\_ Date \_\_\_\_\_  
(SIGNATURE MUST BE OBTAINED)

## MEDICAL EVALUATION

Individuals assigned tasks that require the use of respiratory protection devices will have a medical evaluation to determine if they are able to perform their work while wearing a respirator.

The medical evaluation must be reviewed by a licensed health care professional.

The evaluation will be given prior to an employee being allowed to wear a respirator. Periodic examinations will be conducted as necessary based on the professional opinion of the health care provider and any other contributing factors. (i.e., change in physical status, anatomy, vision, hearing, etc.)

## MEDICAL QUESTIONNAIRE ROUTING

NAME: \_\_\_\_\_

Date Questionnaire was given to you \_\_\_\_\_

Date evaluated by Health Care Provider: \_\_\_\_\_

Date of Physical: \_\_\_\_\_

Results of Physical and/or Questionnaire:

PASS (can wear respirator)

FAIL (restricted duty)

Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_

# JOHNSTOWN FIRE DEPARTMENT

## OSHA Respirator Medical Evaluation Questionnaire (Mandatory)

\*Your Employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver this questionnaire to the health care professional who will review it.

**Part A. Section 1. (Mandatory)** The following information must be provided by every employee who has been selected to use any type of respirator. (please print)

1. Today's Date: \_\_\_\_\_
2. Your Name: \_\_\_\_\_
3. Your Age: \_\_\_\_\_
4. Sex (circle one):    Male        Female
5. Your Height: \_\_\_\_\_ ft. \_\_\_\_\_ in.
6. Your Weight: \_\_\_\_\_ lbs.
7. Your Job Title: \_\_\_\_\_
8. A phone number where you can be reached by the health care professional who will review this questionnaire (include area code): \_\_\_\_\_
9. The best time to phone you at this number: \_\_\_\_\_
10. Has your employer told you how to contact the health care professional who will review this questionnaire (circle one):    yes        no
11. Check the type of respirator you will use
  - a. \_\_\_\_\_ N, R, or P disposable respirator
  - b. \_\_\_\_\_ Other type (example: self contained breathing apparatus)
12. Have you worn a respirator (circle one):    yes        no  
If "yes", what type: \_\_\_\_\_

**Part A. Section 2. (Mandatory)** Question 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (circle "yes" or "no")

1. Do you currently smoke tobacco, or have you smoked tobacco in the last month:.....yes        no
2. Have you ever had any of the following conditions?
  - a. Seizures (fits).....yes        no
  - b. Diabetes (sugar disease).....yes        no
  - c. Allergic reactions that interfere with your breathing.....yes        no
  - d. Claustrophobia (fear of closed-in places).....yes        no
  - e. Trouble smelling odors (except when you had a cold).....yes        no
3. Have you ever had any of the following pulmonary or lung problems?
  - a. Asbestosis.....yes        no
  - b. Asthma.....yes        no
  - c. Chronic Bronchitis.....yes        no
  - d. Emphysema.....yes        no
  - e. Pneumonia.....yes        no
  - f. Tuberculosis.....yes        no
  - g. Silicosis.....yes        no
  - h. Pneumothorax (collapsed lung).....yes        no
  - i. Lung Cancer.....yes        no
  - j. Broken Ribs.....yes        no
  - k. Any chest injuries or surgeries.....yes        no
  - l. Any other lung problems that you've been told about.....yes        no

Questions 10 through 15 below must be answered by every employee who has been selected to use either a full face respirator or a self-contained breathing apparatus.(SCBA) For employees who have been selected to use other types of respirators, answering these questions is voluntary.

- 10. Have you ever lost vision in either eye?.....yes no
- 11. Do you currently have any of the following vision problems?
  - a. Wear contact lenses.....yes no
  - b. Wear glasses.....yes no
  - c. Color blind.....yes no
  - d. Any other eye or vision problem.....yes no
- 12. Have you ever had an injury to your ears, including a broken ear drum?.....yes no
- 13. Do you currently have any of the following hearing problems?
  - a. Difficulty hearing.....yes no
  - b. Wear a hearing aid.....yes no
  - c. Any other hearing problem.....yes no
- 14. Have you ever had a back injury?.....yes no
- 15. Do you currently have any of the following musculoskeletal problems?
  - a. Weakness in any of your arms, hands, legs or feet.....yes no
  - b. Back pain.....yes no
  - c. Difficulty fully moving your arms and legs.....yes no
  - d. Pain or stiffness when you lean forward or backward at the waist.....yes no
  - e. Difficulty moving your head up or down.....yes no
  - f. Difficulty fully moving your head side to side.....yes no
  - g. Difficulty bending at your knees.....yes no
  - h. Difficulty squatting to the ground.....yes no

When finished filling this out, take it with you to your physical and give it to the doctor who is giving you the physical. You may make a copy for yourself. The doctor will only make a written recommendation to your employer on "Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used including whether or not the employee is medically eligible to use the respirator". (This is part of 29CFR134, OSHA standard)

## EXHIBIT C

### DESCRIPTION OF FULL UNIFORM AND TURN-OUT GEAR

The following is a list of items which constitute "initial uniform and turn-out gear, to be provided each new Fire Fighter, in lieu of his first year clothing allowance:

#### Uniform

Dress Uniform (Blouse & Trousers)

Trousers - 2 pair

Shirts - 2 lg. sleeve, 2 short sleeve

Shoes - 1 pr. (Black, plain toe)

Dungaree Trousers - 1 pair

Dungaree Shirt - 1

"Ike" Style jacket - 1

Dress Tie - 1

Bell Cap - 1

Winter Coat - 1

All brass & hardware

White gloves

Turn-out Gear / Approved Type

Turn-out Coat

Helmet w/eye shield

Gloves

Night Boots

Bunker Pants

**EXHIBIT D**

**DESIGNATED DOMESTIC PARTNER**

Pursuant to Article 17 of the Collective Bargaining Agreement, I hereby designate \_\_\_\_\_, as my domestic partner.  
(please print)

I will notify the Chief if this designation changes. I may make a change of my designation at the beginning of the calendar year.

All information contained on or with respect to this designation shall be kept strictly confidential.

Fire Fighter (please print)

\_\_\_\_\_

Fire Fighter (please sign)

\_\_\_\_\_

\_\_\_\_\_  
Date

**EXHIBIT E**  
**FORM 1**  
City of Johnstown Fire Department  
General Municipal Law Section 207-a Application

1. \_\_\_\_\_  
Name of firefighter

2. \_\_\_\_\_  
Address

3. \_\_\_\_\_ 4. \_\_\_\_\_  
Telephone number Age

5. \_\_\_\_\_  
Name of supervisor

6. \_\_\_\_\_  
Current job title

7. \_\_\_\_\_  
Occupation at time of injury/illness

8. \_\_\_\_\_  
Length of employment

9. \_\_\_\_\_ 10. \_\_\_\_\_ 11. \_\_\_\_\_  
Date of Incident Day of Week Time

12.a. \_\_\_\_\_  
Name of witness(es)

b. \_\_\_\_\_

c. \_\_\_\_\_

13. Describe what the firefighter was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary). \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

14. Where did the incident occur? Specify. \_\_\_\_\_

\_\_\_\_\_

15. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) \_\_\_\_\_  
\_\_\_\_\_

16. When was the incident first reported? \_\_\_\_\_

To whom? \_\_\_\_\_ Time \_\_\_\_\_

Witness (if any) \_\_\_\_\_

17. Was first aid or medical treatment authorized? \_\_\_\_\_

By whom? \_\_\_\_\_ Time \_\_\_\_\_

18. Name and address of attending physician \_\_\_\_\_  
\_\_\_\_\_

19. Name of hospital \_\_\_\_\_

20. State nature of injury and part or parts of body affected \_\_\_\_\_  
\_\_\_\_\_

21. Will the officer be returning to duty? \_\_\_\_\_

When? \_\_\_\_\_

\_\_\_\_\_  
Date of report

\_\_\_\_\_, New York \_\_\_\_\_  
Signature of injured officer

FORM 2  
City of Johnstown

THIS FORM IMPLEMENTS THE REQUIREMENTS OF THE STANDARDS FOR PRIVACY OF INDIVIDUAL IDENTIFIABLE HEALTH INFORMATION (THE PRIVACY RULE) ESTABLISHED PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA). EXCEPT AS OTHERWISE PERMITTED OR REQUIRED BY THE PRIVACY RULE, A HEALTH CARE PROVIDER MAY NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION WITHOUT AN AUTHORIZATION THAT COMPLIES WITH THE REQUIREMENTS OF 45 C.F.R. SECTION 164.508. THE HEALTH CARE PROVIDER MUST GIVE A COPY OF THIS COMPLETED FORM TO THE PATIENT.

**Authorization for Use and Disclosure of Protected Health Information**

Patient's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SSN: \_\_\_\_\_

Address \_\_\_\_\_

I hereby authorize the use and disclosure of protected health information for treatment rendered during the time period: From \_\_\_\_\_ through \_\_\_\_\_.

The information described below may be disclosed by: (NAME OF PERSON(S), ENTITY OR CLASS OF PERSONS THAT WILL DISCLOSE INFORMATION).

\_\_\_\_\_

The information described below may be disclosed to: Fire Chief Bruce Heberer, Johnstown Fire Department, 244 North Perry Street, Johnstown, New York 12095

The Specific Type(s) of information authorized are as follows: **(Circle ALL appropriate types)**

INPATIENT HOSPITAL      OUTPATIENT HOSPITAL      PHYSICIAN/SUPPLIER  
CLINICAL LABORATORY

HOME HEALTH AGENCY      SKILLED NURSING FACILITY      OTHER  
(SPECIFY) \_\_\_\_\_

The information that may be used or disclosed includes: **(Circle ALL appropriate types)**

INTERVIEW OF ATTENDING PHYSICIAN(S)      ALL TREATMENT RECORDS      HIV  
RELATED TREATMENT RECORDS

BEHAVIORAL HEALTH/PSYCHIATRIC TREATMENT RECORDS      DRUG AND  
ALCOHOL TREATMENT RECORDS

(Disclosure of HIV related information is controlled by NY State Public Health Law. Disclosure of alcohol and drug abuse information is controlled by 42 C.F.R. part 2. Re-disclosure of such information is forbidden without your additional written authorization unless permitted under state or federal law.)

The purpose of disclosure is:

REQUEST OF THE INDIVIDUAL WHO IS THE SUBJECT OF THE RECORDS OR HIS/HER  
PERSONAL REPRESENTATIVE

OTHER (Describe) \_\_\_\_\_

THIS AUTHORIZATION MAY BE REVOKED BY WRITTEN REQUEST TO THE MEDICAL SERVICE PROVIDER'S PRIVACY OFFICER. INFORMATION DISCLOSED PRIOR TO RECEIPT OF THE REVOCATION MAY NOT BE RETRIEVED. IF ACTION WAS TAKEN IN RELIANCE ON THE AUTHORIZATION, THE PERSON WHO RELIED ON THE AUTHORIZATION MAY CONTINUE TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION AS NEEDED TO COMPLETE WORK THAT BEGAN BECAUSE THE AUTHORIZATION WAS GIVEN. TO REVOKE THIS AUTHORIZATION PLEASE WRITE TO:

\_\_\_\_\_  
(Name of Health Care Provider)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

This authorization expires on \_\_\_\_\_ or Upon the following

event: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(Print name of patient or personal representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Description of personal representative's authority )

YOU HAVE A RIGHT TO REFUSE TO SIGN THIS AUTHORIZATION. THE MEDICAL SERVICE PROVIDER MAY NOT CONDITION TREATMENT, PAYMENT, ENROLLMENT OR ELIGIBILITY FOR BENEFITS ON WHETHER YOU SIGN THIS AUTHORIZATION. IT IS UNDERSTOOD THAT INFORMATION USED OR DISCLOSED PURSUANT TO THIS AUTHORIZATION MAY BE RE-DISCLOSED BY THE RECIPIENT. INFORMATION DISCLOSED MAY NO LONGER BE PROTECTED BY THE FEDERAL PRIVACY RULES.

YOU HAVE A RIGHT TO RECEIVE A COPY OF THIS AUTHORIZATION AFTER YOU HAVE SIGNED IT.

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 Johnstown, 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 is authorized or required by law. For 207-a purposes they may only be accessed by the attorney for the City of Johnstown, 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.

