

AGREEMENT

BETWEEN

The City of Oswego

and

City of Oswego Firefighters Association

January 1, 2010 - December 31, 2011

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PREAMBLE

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations between the City of Oswego, New York, the employees and the Association.

The parties mutually recognize that the responsibilities of both the employees and the City of Oswego to the public require that any disputes arising between the employees and the City be adjusted and settled in an orderly manner, without interruption of services to the public.

The parties further recognize that the essential involved here is public service, and that the general health, welfare and safety of the community are dependent upon service to the community and they agree to continue to encourage efficiency on the part of the members of the Fire Department.

To these ends the City of Oswego and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives on all levels and among all employees.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

1.1 Pursuant to and in accordance with all applicable provisions of the Public Employees Fair Employment Act of 1967, (Article 14, Section 200, et seq. of the Civil Service Law) and other applicable laws, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other terms and conditions of employment of all firefighters of the Fire Department excluding the Chief, for the term of this agreement.

ARTICLE 2

DEFINITIONS

2.1 "Association" means the Oswego Firefighter's Association.

2.2 "Member" or "Employee" means a person employed by the City of Oswego as a Firefighter.

2.3 "Service" or "Length of Service" includes service with the Fire Department of the City of Oswego, starting with the first day of appointment. In the event more than one individual is appointed on the same day, the civil service scores will be reviewed. If a tie exists, the last four (4) digits of each individual's social security number will be reviewed and the lowest number will be the most senior, etc.

2.4 "Department" means the City of Oswego Fire Department.

2.5 "Employer" or "City" means the Mayor of the City of Oswego, as head of the Department of Fire and Police, or his designee.

- 2.6 "Chief" means the Fire Chief.
- 2.7 "Commanding Officer" means the officer in charge of a unit.
- 2.8 "Retirement" shall mean retirement in accordance with the provisions of the New York State Retirement Law.
- 2.9 "Association Officer" means the officers of the Association.
- 2.10 "Executive Board" means the appointed members and elected officers of the Association as defined in the Association By-Laws.
- 2.11 "Bargaining Committee" or "Negotiating Committee" means a Committee composed of not more than four (4) members and counsel, who will meet and negotiate with the City concerning this agreement or future agreements.
- 2.12 "Counsel" means an attorney or other person, not an employee, designated by the Association to participate and assist in negotiations with the City.
- 2.13 "Grievance Committee" means a committee of not more than five (5) members designated by the Association to review, screen and adjust grievances by employees.
- 2.14 "Court Appearance" means a time when a firefighter must appear or give testimony in any recognized departmental or agency hearing which may compel his attendance either by subpoena or by direction of his superior officer.
- 2.15 "Mayor" means the Chief Executive Officer of the City of Oswego and the Department of Fire and Police.

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City will remain and will be solely the City's right. Such management rights and responsibilities belong solely to the City and are hereby recognized. Paramount among these rights, but by no means inclusive, are the rights involving public policy, determination of the mission, purpose and duties of the various departments and bureaus with the City, their budgets, organization, number of employees and the numbers, types and grades of positions of employees assigned to an organization unit, technology or performance of work, the rights to manage and direct work forces, to decide the number and location of stations, and other facilities, the amount of supervision necessary, machinery and tool equipment, work methods, together with the selection, procurement, designing, engineering and control of equipment and material in order to operate and manage its affairs in all respect in accordance with the law. The City

also has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting is solely vested in the City.

3.2 It is further recognized that the charter places responsibility on the Mayor of the City for enforcing and laws of the State and the City, exercising supervision and control over the Department of Fire and Police and other Departments, to prepare and submit an annual budget, to direct the proper performance of all City Departments and to carry out all other Charter responsibilities and provisions so designated. Also, that it is the responsibility of the Mayor and City Council to enact local laws, ordinances, resolutions and to appropriate money. Similarly, the responsibility of the City for determining classification, status and tenure of members, establishing rules, initiating promotions and disciplinary action, certifying payrolls and the reviewing of appointments in the City's service, is also recognized.

3.3 It is further recognized that the City will have the right to adopt, revise and enforce Departmental working rules and regulations and practices and to carry out cost and general improvement programs including the right to hire, discharge or take other disciplinary action against employees for just cause, to assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of funds, or for other legitimate reasons, subject only to overriding provisions of this agreement.

3.4 It is also agreed by the City and the Association, that the City is legally obligated to provide equality of opportunity, consideration and treatment of all members of the Fire Department and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Department in all phases of the employment process.

3.5 It is further intended that this agreement and its supplements will be an implementation of the Charter and ordinance authority of the City Council, the Chief Executive Officer, the rules and regulations promulgated by the Department of Fire and Police and the Public Employees Fair Employment Act.

3.6 The City will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this Contract. No official or agent of the City will:

- a. Interfere with, restrain or coerce employees in the exercise of their rights to join or refrain from joining a labor organization, except where permitted by law, to avoid a conflict of interest.
- b. Interfere with the formation or administration of any employee organization meeting the requirements of the law.
- c. Discriminate in regard to employment or conditions in order to encourage or discourage membership in labor organizations.

- d. Discriminate against any employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the labor organization recognized under the terms of this agreement.
- e. Refuse to meet, negotiate, or confer on proper matters with representatives of the Association as set forth in this Agreement, provided however that the employer is not required to meet with any representative group or committee containing more than four (4) employees and counsel.

ARTICLE 4

DISCIPLINARY ACTION

4.1 In the event that an investigation results in the institution of disciplinary action, a representative of the Association will be free to participate at all stages of the proceedings, if the Association so elects, and shall be provided with a copy of the charges and specifications, recommendations, and decisions, if so requested.

4.2 An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary or discharge matters in lieu and in place of procedures specified in Sections 75, 76 and 77 of the Civil Service Law.

4.3 Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalty as may be proposed by the employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the Association President or other official designee. The specific acts for which discipline is being proposed and the penalty being proposed shall be specified in the notice. An employee must be served with a Notice of Discipline, either personally, or, if the employee is on leave of absence, then by certified mail, return receipt requested to the employee's last known residential address.

4.4 Pending the outcome of the discipline, an employee may be suspended for up to thirty (30) calendar days without pay. In the event the City intends to suspend an employee without pay pending resolution of the charge, a pre-suspension "notice and opportunity to be heard" will be held to comply with existing case law, which "hearing" will involve the City, the affected employee, and representative of the Association and the Association attorney if the employee so elects.

- (a) If the employee disagrees with the proposed disciplinary action, the Association must submit a Demand for Arbitration to PERB (with a copy to the Personnel Director and Fire Chief), within fifteen (15) working days of receipt of the Association's copy of the Notice of Discipline.
- (b) Failure to submit a Demand for Arbitration within fifteen (15) working days of receipt of the Notice of Discipline will constitute acceptance of the

proposed penalty by the employee and the matter will be settled in its entirety.

- (c) Subject to a mutual written agreement between the employee and/or the Association and the City, the time limits herein above specified may be extended.
- (d) The fees and expense of the arbitrator shall be divided equally between the City and the employee or Association, or between the City and the employee if the Association is not going to be representing the employee at the arbitration. In that event, the Association will prepare a writing indicating it will be permitting the employee to stand in its place with respect to Arbitration.

- 4.5
- (a) Proposed disciplines can be resolved, at any stage of the disciplinary process (including, prior to filing of the Notice of Discipline). To that end, should either the chief, the employee, his Association representative and/or the Association attorney desire to initiate settlement talks, the employee, his representatives and the Association attorney shall have the equal right to be present during said discussion.
 - (b) In the event the employee chooses to waive his right to representation, the employee must sign a waiver (on a form that will be provided by the union), prior to the start of any settlement discussions.
 - (c) Regardless of the manner in which a proposed disciplinary matter is resolved, the resolution must be reduced to writing on notice to all parties, and shall be final and binding upon each party signing same.

4.6 No disciplinary action shall be commenced by the City more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered; provided, however, that such limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

4.7 In any disciplinary matter, the City may utilize an employee's entire official personnel file. In that event the employee will be so notified and have the opportunity to review the file before the arbitration hearing.

ARTICLE 5

ASSOCIATION DUES

5.1 All employees shall, as a condition of employment, either become members of the Association or pay an agency shop fee equivalent to the standard monthly dues and fees required of Association members.

5.2 The City agrees to deduct Association membership dues and assessments, in

accordance with the Constitution and By-Laws of the Association, from the pay of each member of the bargaining unit who has executed an "Authorization of Payroll Deduction" form. Such form will be provided for by the Association.

5.3 Deductions shall be made only in accordance with the provisions of said Authorization for Payroll Deduction and the provisions of this Agreement.

5.4 A properly executed copy of such Authorization for Payroll Deduction form for each member of the bargaining unit for whom Association membership dues are to be deducted hereunder shall be delivered to the City before any payroll deductions are made.

5.5 Upon receipt of proper written authorization, the City shall deduct Association dues, on a pro-rated basis and shall remit the money collected to the Association not later than the 15th day of each month. The Association agrees to indemnify and hold harmless the City for any cause of action, claim, loss or damages incurred as a result of dues or agency shop fee deductions.

5.6 The Association shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deduction and upon forwarding a check in payment of such deduction by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the assignees under such assignments.

ARTICLE 6

NO STRIKE, NO LOCKOUT PLEDGE

6.1 It is recognized that the need for continued and uninterrupted operation of the City Departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

6.2 Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the parties agree that the Association, its officers, members, and agents will comply with Article XIV, Section 210 of the Taylor Law; Prohibition of Strikes, together with the following:

- a. No public employee or employee organization shall cause, instigate, encourage, or condone a strike, nor shall they participate in or instigate any slowdown or job action, pertaining to their job titles.
- b. A public employee who violates the provisions of subdivision a. of this section shall be subject to the disciplinary penalties provided by law.

6.3 Similarly, the City agrees that it will not lock out or coerce its employees of the Fire Department.

ARTICLE 7

ORGANIZATION AND RIGHTS OF EMPLOYEES

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

7.2 The Association will be represented by a four (4) Firefighter Bargaining Committee, elected by the Association.

7.3 The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relations with the public. Out of these contacts may come questions concerning the actions of members of the force. These questions may require immediate investigation by superior officers designated by the Mayor and any and all investigations shall be conducted in a manner which is conducive to good order and discipline.

7.4 In all cases, in the interest of maintaining a degree of morale in the Department, the Department will afford an opportunity for a member, if he so requests, to consult with counsel and his Association representation before being questioned concerning a violation of the Rules and Regulations. Counsel and one representative of the Association may be present during the interrogation of a member of the Department.

7.5 In the event that a firefighter is faced with a civil claim arising out of an incident related to his service with the Department, the City will provide legal counsel for his protection and hold him harmless from any financial loss unless the firefighter is found to be guilty of gross negligence in the performance of his duties.

7.6 The Department will furnish for the use of the Association space for bulletin boards in each fire station or other locations where Department personnel may be stationed.

7.7 The employer shall notify the Association at least seven (7) days in advance of any change in working conditions or methods, except where such change is required because of an emergency, safety issues or major disaster over which the employer has no control.

7.8 Each employee will be granted the necessary time off with pay for the purpose of taking a Departmental Civil Service examination according to the standards of the Civil Service Laws of New York State.

7.9 Each employee will be allowed to check his personal file once a year at a time mutually agreeable to the Fire Chief, or his delegated representative and the requesting employee.

7.10 Quarterly conferences between the Mayor, Chief and four (4) Association representatives will be held to discuss grievances, problems, etc. as presented by any of the aforementioned parties.

7.11 This agreement will supersede all rules and regulations of the Fire Department inconsistent herewith.

7.12 With prior notice, the Association may schedule meetings on Fire Department property, as long as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

7.13 Employees who are required to use their personal automobile for official purposes will be compensated by the City in accordance with the City's Travel Policy.

7.14 Employees who are required to take part in Reserve Duty Training shall be paid for such time and it shall not be treated as vacation time taken.

7.15 The City will furnish each employee a copy of this agreement within sixty (60) days of effective date.

7.16 **Advisory Labor-Management Safety Committee**

An equal number of union and management members not to exceed three (3) each shall constitute the Advisory Labor-Management Safety Committee, whose function shall be to review complaints concerning the safety of firefighter's required equipment. Reports alleging unsafe equipment shall be made by the Committee to the Chief or from his designee. An unsatisfactory response from the Chief or his designee may be reported to the Mayor or his designee by the Committee for resolution.

7.17 One (1) inspection at no cost to the City by the Mayor during the term of this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the applications or interpretations of the Agreement.

8.1 **Step 1**

All grievances by Firefighters and/or the Union and responses to same by the Fire Chief shall be in writing. The Union shall appoint a grievance committee, hereinafter referred to as the "Committee", and the Committee shall receive, screen, and process all grievances within ten (10) working days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union.

8.2 Step 2

The Committee shall within five (5) working days after screening submit grievances to the Fire Chief for resolution or written response. The Fire Chief must, in any event, receive the grievance within twenty (20) working days of the employee's knowledge of the grievance. The Fire Chief will respond in writing within fifteen (15) working days of receipt of the written grievance. The term "working days" shall be defined as Monday - Friday, excluding Holidays.

8.3 Step 3

If the Committee is unsatisfied with the response of the Fire Chief at Step 2, the Committee shall within five (5) working days, after receiving the written response of the Fire Chief, or within five (5) working days of when the response should have been received, present its grievance to the City. The City will respond in writing within ten (10) working days of receipt of the appeal of the Step 2 decision.

8.4 Step 4 Arbitration

In the event the grievance is not resolved at the third step, either party may refer the matter for impartial arbitration within fifteen (15) working days from the decision rendered at Step 3, or within fifteen (15) working days of when the decision should have been received. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Board that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Union. If the City and the Union cannot mutually agree on the choice of an arbitrator within ten (10) working days after receipt of the list from the Public Employment Relations Board, PERB shall by administrative appointment designate an arbitrator.

8.5 The arbitrator shall hear the matter on the evidence, and within the meaning of the Agreement and such rules and regulations as may be in effect by the Public Employment Relations Board of the State of New York which may be pertinent, and shall render the award in writing within 30 days. The Arbitrator's Award shall be final and binding upon the parties.

8.6 Any steward or officer of the Union required in the grievance procedure to settle disputes and/or appear for any arbitration shall be released from work without loss of pay for such purpose. Any witness employed by the City who is reasonably required to testify shall be made available during working hours without loss of pay.

ARTICLE 9

NEWLY CREATED AND VACANT POSITIONS

9.1 Newly created and vacant positions will be filled from Civil Service lists within three (3) months after the same become available. If it is necessary that a position be filled temporarily until a list is propounded, the Fire Chief will post the position and eligible candidates will apply for any temporary job. The person filling the job temporarily will be paid at the rate that a permanent appointment would be paid.

All Civil Service promotional lists will remain in effect for one (1) year from the date of issuance, unless the list is exhausted prior to the termination of the one year period, subject to the approval of the Civil Service Commission.

9.2 The Mayor, or his designee, shall continue to periodically review Civil Service classifications and qualifications for positions within the unit.

ARTICLE 10

PROVISIONAL, PROBATIONARY AND PERMANENT FIREFIGHTERS

10.1 Subject to the provisions of the Civil Service Law, and the applicable rules of the Civil Service Commission, employees of the Fire Department are hereby classified as follows:

- a. Provisional Employees: A provisional employee is a firefighter who is holding a position without appointment from a Civil Service list. The term that he/she may be employed for will be in accord with the Civil Service Law, Section 65 and the position will be filled as soon as possible by a probationary appointment. The foregoing does not apply to temporary appointments made because of the absence or unavailability of the incumbent.
- b. Probationary Employees:
 - (i) A newly appointed firefighter will be deemed on probation for the minimum period required by the Civil Service Rules of the City of Oswego, that being not less than eight nor more than fifty-two weeks. The employee will, during his probation, be entitled to all benefits available under this agreement. The provisions for a firefighter who has received a promotional appointment and is required to serve a probationary term by law or by the Civil Service Rules of the City of Oswego shall be for a term of twelve weeks.
 - (ii) A newly appointed employee on probation shall not be afforded the protections of Section 75, New York State Civil Service Law.
- c. Permanent Employees: A permanent employee is a firefighter who has completed his probationary period after having been appointed from a Civil Service List. The term that he/she may be employed for will be in accord with the Civil Service Law, and the position will be filled as soon as possible by a probationary appointment. The foregoing does not apply to temporary appointments made because of the absence or unavailability of the incumbent.
- d. All employees that are not appointed from a Civil Service list and have not received a permanent appointment will not wear identical Fire Department insignias, Fire Department badges, or hat insignia and identification cards

will only be issued to permanently appointed employees.

ARTICLE 11

PROFESSIONAL TRAINING, IMPROVEMENT COURSES AND COMPENSATORY TIME (ALSO KNOWN AS, "TIME BACK")

11.1 The City and the Association agree that it is to the interest of the Administration of the City that all officers and employees of the Association, will be given equal schooling and be allowed to participate in professional, educational, and training courses whenever the same are available. In order to facilitate the availability of such courses to the personnel of the Department, the following criteria are hereby adopted.

Any course work detailed below will only be granted with the prior approval of the Fire Chief or his designee.

a. The City will post on bulletin boards located at the various fire houses, announcements of all courses to be given which are either compulsory for a segment of the staff, are prerequisites to promotion, or improved assignment, or may be optional for the purpose of improving the professional standing of the members of the Department. All employees will have an equal opportunity to bid for the pre-requisite and optional courses. However, if there are more bids than the attendance allows, personnel who have not had an optional course that year, will be given preference by seniority.

b. Compulsory courses:

1. The City shall encourage training required of employees to exercise their responsibilities as firefighters.

2. The City in its discretion shall approve required training of all employees. However, in exercising its discretion the City shall encourage equitable distribution of such training among employees and among shifts.

3. Employees may initiate request to the Chief for additional training.

If it is not possible to schedule such compulsory courses and training programs during the regularly scheduled tour of duty and a Firefighter must take part in said course or program during his/her off duty time, then said Firefighter shall receive pay at time and one half.

4. Employees wishing to upgrade their EMS training to ALS (AEMT-CC or Paramedic) will be compensated at straight pay and one-half (1/2) time back.

c. Optional courses:

1. Any employee attending an optional educational course leading to a degree in

fire science (Associates), fire/science administration (Bachelors) or public administration (Masters), with prior approval of the Chief given in advance, will, upon successful completion and presentation of evidence of such successful completion be reimbursed by the City for the costs of the tuition and other expenses advanced by him/her in the taking of such course, up to a total of \$300.00 per semester, for a maximum of two semesters per year.

2. The City will allow the firefighter to enroll in an unlimited number of fire science courses per year, so long as the hours of these courses in no way conflict with the hours of work of the firefighter. All such course work shall be upon the prior approval of the Fire Chief and/or his designee.

3. The City will be under no obligation to give compensatory time or overtime for a firefighter taking classes pursuant to this Section 11.1.c.

d. Prerequisite courses:

1. Whenever a course is given which is a prerequisite for promotion or for improved or advantageous assignment, the timing of such course will be so arranged as to permit all interested personnel to register and complete the same in sufficient time to become a candidate for the position.

11.2

1. Compensatory time off will be given for approved optional emergency services courses (EMT/fire training) courses that require the use of an individual's personal time.

2. For each full day attended at an approved school, participating fire fighters will receive one full day or night in return for time spent at school and in transit. Compensatory time off for schools that require less than a full day will be prorated on an hourly basis.

3. As with mandatory courses, individuals attending approved courses will be compensated for gas and mileage in accordance with the City's Travel Policy.

4. Compensatory time off will be allowed at the discretion of the officer in charge and only when it will not under man the shift being worked.

5. Once granted compensatory time off, an individual will not be subject to call back.

11.3 Compensatory Time/Time Back

(i) With the mutual consent of the employee and the employer, an employee may accrue up to eighty (80) hours of compensatory time each year. Any hours over eighty (80) will be paid in cash. A request to utilize compensatory time will not be unreasonably denied. The utilization of compensatory time shall be denied if such utilization will create overtime. During the first week in

December an employee will be permitted to cash out up to forty (40) hours of compensatory time.

- (ii) Compensatory time is earned from April 15 to April 15 and will be paid out during the second pay period of May. An employee may accrue no more than eighty (80) hours at any time (such employee will be paid for any hours over eighty (80)). On April 15 of each year, the employee may decide to either be paid out in full or carryover a maximum of forty (40) hours into the next year; any hours over the amount designated by the employee (up to a maximum of forty (40)) as carryover on April 15 will be paid out.
- (iii) Notwithstanding the provisions of paragraphs (i) and (ii) above, all compensatory time "on the books" as of August 25, 2011 will be paid out to each eligible employee over the next three (3) year period commencing in May of 2012: that is: 1/3rd of the earned time will be paid on the 2nd pay period of May 2012; the next 1/3rd will be paid by the 2nd pay period on May 2013; and the balance paid out on the 2nd pay period of May 2014. Thereafter, the process detailed in (i) and (ii) above shall apply. For those employees with less than one hundred (100) hours "on the books" fifty hours will be paid in the first installment noted above and the remainder will be paid in the second installment noted above.

ARTICLE 12

SENIORITY

12.1 Departmental Seniority will be determined as of the date of the employee's initial appointment to the Fire Department. In the event that a break in service occurred, the appointment date shall be the most recent date.

a. Officer seniority shall be determined as of the date of Civil Service promotion, except in selecting vacations, where Departmental seniority shall prevail.

12.2 Time spent in the employment of another department within the City will be applicable only to retirement. The combination of time will not be credited for use in filling job vacancies.

12.3 Time spent in Armed Forces during military leave of absence or other authorized leave not to exceed one (1) year will be applicable to all phases of seniority.

12.4 An up-to-date seniority list showing the member's name, date of appointment and rank will be posted in all fire houses biannually.

12.5 A member of the Association will forfeit all seniority rights only under the following circumstances:

- a. he/she resigns his/her position
- b. he/she is legally dismissed
- c. he/she retires from the Department on a regular service retirement plan

12.6 The City is in accord with the principle that seniority should be a major factor in filling job openings, provided the employee is fully qualified otherwise. However, it is recognized that the public safety must not be jeopardized through artificial constraints resulting from the application of the principle of strict seniority.

Seniority shall be used in determining ambulance duty in the following manner:

- a. Only qualified individuals will be assigned ambulance duty.
- b. Among qualified individuals the duty shall rotate periodically on the basis of seniority, starting with the least senior employee. The rotation shall primarily be among the least senior employees.
- c. Notwithstanding the provisions of this section, the Chief or his designee shall have absolute discretion in assigning ambulance duty. In so assigning employees, the Chief or his designee may take into consideration such factors as qualification, the period of rotation, if any, manning levels, emergencies, sick leaves, holidays, vacations, and other leaves, and requirements for premium pay.

12.7 In the event that it becomes necessary to reduce the fire fighting force, seniority will govern layoffs and recalls. The employee lowest on the list will be the first to be laid off and the last to be recalled.

ARTICLE 13

LEAVE OF ABSENCE - WITHOUT PAY

13.1 The Mayor or his designee may grant leaves of absence without pay to employees, not to exceed one year.

13.2 A leave of absence without pay may be requested for any legitimate purpose but such leave will not be granted if it is detrimental to the best interest of the City.

13.3 Employees shall request such leaves of absence in writing well in advance of the date so desired; however, the City may make exceptions in emergency situations.

13.4 If two employees request leave for the same period, and the City cannot spare more than one, the senior employee will be given preference, unless the other employee needs the time for more pressing reasons than those of the senior man.

ARTICLE 14

ORGANIZATION LEAVE

14.1 Association officers will be allowed necessary and reasonable release time with pay to participate in negotiations with the employer and adjustment of grievances.

14.2 The City will allow delegates, selected by the rules and regulations of the Association, to attend the N.Y.S.P.F.F.A. and I.A.F.F. conferences held each year at alternate locations. In addition, the City will allow attendance at all district meetings and other union seminars, meetings, conferences and events. Twelve (12) days total will be allotted per year, without loss of pay, to attend these functions. There will be a cap of four (4) employees off at a time.

ARTICLE 15

BEREAVEMENT LEAVE

15.1 Absence from duty by an employee of the City Fire Department by reason of the death of a member of his/her immediate family will be allowed, without loss of compensation, as hereafter follows:

a. Immediate family will be defined to include the Firefighter's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, step parents, grandparents, and step-siblings.

b. Absence from duty for any of the reasons stated in sub-paragraph (a) will be granted by the Department Head or appointing authority for a maximum of four (4) calendar days per incident. If an employee must travel out of state he/she shall be granted an additional four (4) calendar days leave. Said bereavement leave will commence the day after the death. If any employee is working while a death as defined by said article occurs such employee will be given the remaining portion of his shift off with pay.

c. One (1) day of bereavement leave shall be granted for the death of brother-in-law or sister-in-law, aunt or uncle of the firefighter. This day must be taken up to and including the day of the funeral.

ARTICLE 16

PERSONAL LEAVE

16.1 All members of the Department will be granted a maximum of three (3) days personal leave per year after giving a reasonable notice therefore, which leave will not be cumulative.

16.2 Personal leave is leave with pay for personal business which cannot be taken care of by an employee at times other than during the work day. Firefighters, in requesting personal leave,

shall not be required to furnish a reason for the requested time.

16.3 Seniority will determine who is granted personal time when requested on the same day for the same day, otherwise leave will be granted on a first employee to ask basis.

16.4 No leave will be granted when a total of twelve (12) or less employees are on duty in the Department.

16.5 Once personal leave has been granted he/she will not be subject to recall except when all off duty personnel are called in for a major fire or disaster or other emergency.

16.6 If a personal day is not used during the year up to two (2) days will be added to the individual's sick time record.

ARTICLE 17

SICK LEAVE

17.1 Absence from duty by an employee of the department, by reason of disability of a member of his/her family, only in an emergency situation, will be allowed without loss of pay.

17.2 Any employee absent because of sickness or non work related disability will notify his/her supervisor of such absence and the reason therefore at least one hour prior to the start of the shift, to request sick leave. Such calls shall be made each day that the employee is absent, unless the employee's physical condition prevents him/her from giving such notice, in which event, notice will be given as soon as possible.

17.3 All members of the Department will be credited with the following:

- a. All employees will receive one (1) day per month of service.
- b. Sick leave time will be allowed to accumulate to any total, at the rate of accumulation specified in 17.3a.
- c. Probationary Employees: Probationary employees shall be advanced six (6) sick days at the start of their employment. If such employee leaves the employ of the City for any reason before these sick days would normally be earned or credited, the value of such used unearned time (leave) shall be deducted from the employee's final paycheck.

17.4 If an employee goes beyond his/her accumulated sick leave the Department Head or the appointing authority may petition the Common Council for addition sick leave with pay.

17.5 Whenever a member of the Department is reported sick or disabled for three (3) or more consecutive working days, it will be the privilege of the Chief or his designee to visit him/her, and if, in his judgment such member may be unable to perform his/her duties or may require a certificate from a physician relieving him/her from duty, the cost of the physician will be borne by

the City. Any employee off sick for three (3) or more consecutive days shall provide a physician's statement detailing the employee's condition, at the employee's expense. Such statement shall be provided to the Chief or his designee.

17.6 Any abuse of the sick leave benefit will be cause for disciplinary action.

17.7 In case of a leave of absence due to exposure to a contagious disease, a certificate from the County Department of Health will be required.

17.8 The Chief may require an employee who has been absent because of sickness or disability or exposure to a contagious disease to be examined by a physician appointed by the City, as to whether or not he/she is capable of performing his/her normal duties, and that his/her return will not jeopardize the safety and health of other employees of the Department. Cost of such action will be borne by the employer.

17.9 An employee may sell back to the City up to twelve (12) days of accumulated sick leave in excess of the 165 days annually. This provision is effective beginning in the year 2001. The employee must notify the City regarding the number of sell back days by October 31st of each year. The determination as to whether an employee has in excess of 165 days will be made at the time the employee notifies the City of his/her desire to sell back sick days. Payout of the sick leave sell back will be made by the second pay day of December of each year. The sell back days will be seven (7) hour days at the current rate.

Employees hired prior to January 1, 1999 will be paid by the City for all unused accumulated sick days to a maximum of one hundred-sixty-five (165) days when an employee retires at pay rate in effect at that time.

Employees hired on or after January 1, 1999 will be paid for 75% of their unused accumulated sick leave to a maximum of 165 days when said employee retires; such pay will be at the rate in effect at the time of retirement.

17.10 In the event of the death of an employee, its beneficiary will receive the monetary portion of unused accumulated sick leave based on their current salary.

17.11 Employees can donate sick time as follows:

(a) donate without reservation (will not get time back); or

(b) donate to a particular person (no bank);

* If the person receiving the donated days gets well, he/she keeps the time donated to his/her credit upon return to work, up to a maximum of 12 days.

ARTICLE 18

HOLIDAYS

18. All employees will be entitled to pay, at straight time, for twelve (12) holidays a year. The employee may choose to receive the pay in one lump sum for twelve holidays or be paid as each holiday occurs. "Straight time" for purposes of holiday pay is based on a (12) hour day and the employee will be paid for (12) hours at the employee's current rate of pay. Any lump sum payment shall be paid the first pay day of November or upon separation of service/retirement on a pro-rated basis. Notification of which option is selected shall be made by December 1st of the previous year. Traditional holidays will be observed on dates as listed below:

1.	New Year's Day	January 1
2.	Martin Luther King	January 15
3.	Lincoln's Birthday	February 12
4.	Washington's Birthday	February 22
5.	Memorial Day	May 30
6.	Independence Day	July 4
7.	Labor Day	As observed
8.	Columbus Day	October 12
9.	Election Day	As observed
10.	Veteran's Day	November 11
11.	Thanksgiving Day	As observed
12.	Christmas Day	December 25

18.1 All employees who work on any of the above-mentioned holidays will receive pay for the day as it occurs and at time and one-half the regular rate of pay.

18.2 An employee on "207-a" leave for more than nine (9) calendar months shall not continue to accrue holiday pay; all payments of said pay will be prorated.

ARTICLE 19

VACATION LEAVE

19.1 Vacation leave is authorized absence from duty with pay. The vacation period will be the calendar year, from the first (1st) day of January to the thirty-first (31st) day of December.

a. Any employee who will achieve his/her permanent anniversary date after January 1, will have the right to pick the days due to him/her after all other vacations are picked according to seniority. If said employee leaves the employment of the City, the City will charge the employee for these days.

19.2 All employees will be eligible for annual vacation according to the following schedule:

one-two years	10 working days
two-five years	15 working days
five- eighteen	20 working days
eighteen years-retirement	25 working days
retirement year	28 working days

No seasonal, temporary or part-time employee is eligible for vacation leave.

19.3 All credit for months earned will be computed from the date of permanent appointment to the Fire Department.

19.4 Any employee entitled to vacation benefits who may die prior to receiving said benefits for any year will have an amount equivalent to his/her pay for those days paid to the estate.

19.5 All employees entitled to vacation leave who may become ill or incapacitated prior to the taking of such vacation will have the right to postpone the taking of such vacation until such time as he/she is physically capable of so doing.

(a) Employee must use any accumulated vacation within one (1) year of return to duty; and

(b) These extra vacation days will be picked after all employees have scheduled their vacation picks for the year; and

(c) Provided the taking of these "extra" days does not cause overtime.

19.6 Vacation lists will be posted by the City according to platoons.

19.7 Vacations will be chosen by Department seniority on each platoon and continued down the seniority list until each employee has chosen his/her vacation as listed as follows:

a. Each employee will, on his/her first choice, choose two vacations. It is mutually agreed upon by the City and Association that vacation choices are Kelly picks in lieu of overtime pay. These Kelly picks will be picked first before all others.

b. After step (a) the balance of vacations will be chosen by the same seniority procedure.

c. All officers will choose their vacations in a separate column, according to Departmental seniority.

d. Vacation accruals shall take effect as of the permanent anniversary date of employment.

e. Notwithstanding other provisions of this Article, all request for vacation must

be approved by the Chief or his designee and shall be granted in accordance with the operational needs of the Department. Exceptions may be granted at the discretion of the Chief or his designee.

ARTICLE 20

SERVICE CONNECTED DISABILITY AND DEATH BENEFITS

20.1 Service connected death benefits. The employer will provide employees covered by this Agreement, for the term of this Agreement, with all the benefits, terms and conditions of Article 10, Section 208-b and Section 208-c of the General Municipal Law as added by L. 1958, c. 882, and amended by L. 1965, c. 742.

The death benefit to be paid under the terms and conditions of Section 208-b will be one year's salary and one thousand dollars (\$1,000.00) for each child under the age of eighteen or where applicable, the benefit provided by 208-c.

ARTICLE 21

INSURANCE

21.1 Medical Insurance

The City agrees to provide health insurance coverage under Blue Cross Blue Shield Plan UB-17X. The health benefits shall include a drug prescription card, optical insurance and a dental plan endorsement to Blue Medallion.

The cost of the health insurance shall be as follows: The City shall pay the full cost of the health insurance benefits for each employee. Employees in the bargaining unit selecting a family plan, shall contribute a percentage of the difference between individual health and dental insurance and family health and dental insurance as follows:

Effective upon ratification (9/07) all employees will be responsible for 11.0% of the cost of the monthly health insurance premium for single or family coverage; effective 7/1/08 that amount will increase to 11.5%; effective 7/1/09 it will increase to 12.0%.

Effective January 1, 2011, the premium contribution shall increase to 14%. The value of the increased contribution will be deducted from the 2011 back pay award. (See, Article 24.1).

The parties agree that the City may change health insurance plans, including self insurance, to an equivalent plan, with at least thirty days notice and consultation with the Union. If a change in the health insurance plan is made, there shall be no additional cost to the employees in the year of change.

The prescription drug component of the health insurance will be: \$5.00 for generic drug; \$15.00 for brand name (formulary) drug; and \$30.00 for non-preferred (non-formulary) drug.

In the event there is no generic equivalent available, the employee will only be obligated to pay the generic co-pay of \$5.00.

The current prescription drug plan is an open formulary plan.

21.2 Medical Insurance Upon Retirement

Those employees who have fifteen (15) or more years of service on September 10, 2007, and retire with less than twenty-five (25) years of service, and those employees who retire as a result of a line of duty injury or sickness, shall receive from the City fully paid health insurance premiums (for individual or family coverage, as applicable) upon retirement.

Employees who have more than twenty (20) years of service but less than twenty-five (25) years of service, shall have a one-year (1) year window commencing on September 10, 2007 and ending on September 10, 2008, within which to retire in order to obtain from the City fully paid health insurance premiums (for individual or family coverage, as applicable) upon retirement.

As of September 1, 2007, any employee who retires with twenty (20) years of service to the Fire Department shall receive from the City fully paid health insurance premiums (for individual or family coverage, as applicable) upon retirement.

Any employee who retires with twenty-one (21) but less than twenty-five (25) years of service to the Fire Department shall contribute seventeen (17%) percent of the cost of Blue Cross/Blue Shield with Major Medical health insurance premiums (for individual or family coverage, as applicable).

Any employee who retires with at least twenty-five (25) years of service shall receive from the City fully paid health insurance premiums (for individual or family coverage, as applicable) upon retirement.

21.3 A pamphlet written in laymen's language will be given to each employee explaining the benefits of the policy.

21.4 A complete physical examination will be required for all employees, the cost to be paid by the City. The physician will be selected by the City. A copy of the physician's report must be forwarded to the Personnel Department.

21.5 Health Insurance Waiver:

A. Definitions - The following terms as used in this article shall have the indicated meaning.

1. "Medical Insurance" shall be defined to mean Blue Cross/Blue Shield coverage and for any other medical coverage through a health maintenance organization (such as Independent Health).

2. "Cost of Coverage" shall be defined as the invoice dollar amount from the primary carrier for medical coverage for the individual employee.
- B. An eligible employee who is eligible for and has actually procured medical insurance as herein defined. Said employee shall be required to furnish proof of coverage, together with submission of the medical coverage waiver form (Appendix D).
 - C. Employees wishing to waive the cost of medical coverage would be eligible to receive one-half the cost of coverage for the period of January 1 to December 31 in their paycheck in the first pay day of December as a modification to wages, subject to taxes. This compensation shall be prorated over a year when an employee is hired or terminated, or requires the immediate re-institution due to the hiring or termination of their alternate health coverage, dependent upon the number of months actually waived.
 - D. Any employee desiring to waive this coverage will be required to sign the attached form (Appendix D) by December 1 of the preceding year for the succeeding calendar year January 1 through December 31 of each and every year. Any employee who waives said coverage and then desires to re-institute coverage will be required to sign the waiver of cash payment and submit same by December 1 to re-institute coverage by January 1.
 - E. Any employee who is in need of coverage after having waived same due to the death of a spouse or the termination of spouse's coverage or the cessation of their alternate coverage will be eligible to re-institute same pursuant to the adopted policy of the medical insurer.

ARTICLE 22

HOURS OF WORK

22.1 In view of the requirements that the City be protected twenty-four (24) hours per day, seven (7) days per week, the Chief will schedule assignments and tours of duty based on seniority and qualifications.

22.2 The State mandated average forty (40) hour work week over the fiscal year will be recognized by both parties unless changed by State Legislation.

22.3 The day shift will be a ten (10) hour shift starting at 07:30 and ending at 17:30. The night shift will be a fourteen (14) hour shift starting at 17:30 and ending at 07:30.

22.4 Employees will be permitted to voluntarily trade work or leave days, subject to the approval of the duty officer.

ARTICLE 23

OVERTIME AND EMERGENCIES

Any Firefighter recalled to duty for any emergency declared by the Mayor, Fire Chief, or the Officer in charge or is recalled to bring a schedule shift up to the required manpower because of sickness or other reasons or is scheduled to work a City recognized holiday, will receive 1-1/2 his/her hourly rate at a minimum of four (4) hours pay. Any Firefighter required to work over his/her scheduled shift will receive 1-1/2 his/her hourly rate at a minimum of two (2) hours pay.

Employees will be able to bank overtime hours for use or pay. Accumulated hours will be paid upon employees' request at second pay day of November. If an employee chooses to carry hours over past the designated pay date, he/she will have until the end of the following year to use or lose the carried hours. The hours must be used in (10) hour (day) or (14) hour (night) shifts or at the discretion of the officer in charge. The hours cannot be used on any of the paid holidays (for the entire 24 hour period) or during Harborfest.

(Thursday 17:30 to Monday 07:30) unless allowed at the discretion of the officer in charge. Employees must sign a form provided by the City indicating their desire to bank hours or receive pay prior to entering payroll each week. Failure to do so results in the banking of hours until the scheduled pay period in November unless the employee opts to use them prior to that date.

All overtime hours for call-in by pager or for holdover, will not be charged to the employee's accumulated hours.

23.1 An up-to-date overtime chart, supplied by the City will be posted on the bulletin board of each firehouse. This chart will show the amount of overtime worked by each employee in the Department. The chart will remain in effect from January 1, to December 31 of each year.

23.2 Any recall of personnel as described above will be by the lowest amount of accumulated overtime. It is understood that officers will not be recalled to fill vacancies in the file, and file will not be recalled to fill vacancies within the officers ranks. During an emergency, when an entire shift is recalled, seniority will not be a consideration in this regard.

23.3 In the event that all companies are required to remain at a fire long enough to require standby assistance, the recall procedure above will be used for an officer and the required amount of men to man the back-up pumper. If no back-up pumper is available, mutual aid will be called for a pumper and driver. This pumper will be manned as above. This procedure does not apply to a major fire or disaster, requiring the call in of all off duty personnel.

23.4 If any employee refuses overtime he/she will be charged the amount of time for that call-in. However, an employee will have the option to refuse any overtime without penalty of being charged if he/she:

1. Is on vacation, including the four (4) days before and after the vacation;
2. Would be required to work triple shift
(34 hrs. = 2 days, 1 night; 38 hrs. = 2 nights, 1 day)

3. Was previously granted time off;
4. Is on bereavement leave.

23.5 Placement of personnel called in to complete a shift, will be up to the discretion of the officer in charge.

23.6 New employees shall not be eligible for overtime until they have met the requirements for the New York State Probationary Firefighters Training, however, this does not apply to emergencies declared by the Mayor, Fire Chief or Officer in Charge. New firefighter's accumulated overtime will start with the highest of all firefighters.

23.7 Overtime hours for mandatory classes will not be charged to the employee's accumulated hours.

ARTICLE 24

WAGES, INCREMENTS AND OUT OF GRADE WORK

24.1 Wages - all employees will be put on their respective step or grade effective January 1, 2010. Appendices A, B & C reflect wage increases as follows:

Effective January 1, 2009: 3% wage adjustment.

Effective and retroactive to January 1, 2010: 0% wage adjustment.

Effective and retroactive to January 1, 2011: 2% wage adjustment.*

*Note that this wage adjustment will be offset by additional health insurance contributions. (See Article 21.1)

24.2 Longevity increases - each employee will be paid on his/her Department anniversary date. Such increases will be in accordance with the attached Appendices A, B and C.

24.3 Out of Grade Work - compensation for out of grade work will be paid to any employee who is:

- a. Temporarily assigned to perform duties of a higher grade or rank.
- b. Move up will be governed by:
 1. seniority
 2. qualification
- c. Compensation will be in the form of pay and will be at the rate of the grade or rank performed and will commence on the fifth day of such employment.

d. An officer will not be asked to perform the duties of a firefighter, for out of grade work.

e. Compensation for such duties will not be granted for filling vacancies for vacations or personal leave.

24.4 Advanced Life Support/Intermediate Life Support - The City has implemented Advanced Life Support and Intermediate Life Support services and the parties have agreed to compensate those firefighters providing this service.

Those performing Advanced Life Support service will receive an annual stipend of \$1,500. This \$1,500 stipend will be paid to each Advanced Life Support certified firefighter on December 1 of each year. Anyone not having said Advanced Life Support certification for one (1) year will receive a prorated stipend.

Annual stipends of \$750 will be paid to all Intermediate Life Support certified firefighters on December 1 of each year. Anyone not having said Intermediate Life Support certification for one (1) year will receive a prorated stipend.

Effective January 1, 1999, an annual stipend of \$1,750.00 will be paid to EMT-Paramedics on December 1 of each year.

For those firefighters who have obtained Advanced Life Support and Intermediate Life Support certifications, the Intermediate Life Support rate will be prorated from date of initial certification to date of advanced certification.

ARTICLE 25

UNIFORM ALLOWANCE

25.1 All employees will receive each year of the contract a clothing allowance of \$650.00. The clothing allowance shall be paid by the second pay day of each year. NOTE: There will be no tax withholding, but rather, employees will receive a 1099 form for this clothing allowance.

25.2 Employees of the Fire Department are required to maintain their uniforms in a neat and clean manner at all times. Directives by superior officers to repair, replace or clean uniform items will be obeyed immediately.

25.3 New Firefighters will receive a clothing allowance of \$650.00 the first year, regardless of date of hire. NOTE: There will be no tax withholding, but rather, employees will receive a 1099 form for this clothing allowance.

25.4 The City will replace all uniforms damaged in line of duty, upon certification of the Fire Chief.

25.5 The City shall replace any glasses, other than contact lenses, and dentures, if said articles are lost, damaged, or destroyed in the line of duty. Any claim arising under this provision shall be made immediately to the senior officer in charge.

ARTICLE 26

NEW YORK STATE RETIREMENT

26.1 The City will pay an Employee's cost in the New York State Police and Fireman's Retirement System under the current and existing plans of which they are a member. Effective January 1, 1995 the City agrees to add Plan 384-d (20 year) to the current plans available to Employees in the unit.

26.2 Section 375-i - Improved Career Plan - Employees shall be eligible to elect an optional supplemental Plan 375-i, subject to the provision that there is no additional cost over Plan 384 now or in the future.

ARTICLE 27

SAVINGS CLAUSE

27.1 In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal or competent jurisdiction or shall have the effect of loss of funds made available through Federal Law, then such specific article, section or portion specified in such decision, or having such effect, shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such article, section or portion of this Agreement involved.

ARTICLE 28

CONCLUSION OF COLLECTIVE NEGOTIATIONS

28.1 In conjunction with all rights and privileges conferred by the rules and regulations of the Oswego Fire Department, the ordinances and Charter of the City of Oswego and all applicable laws, statutes and resolutions of the City of Oswego, County of Oswego and State of New York, this document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of the employees in the Association. The parties acknowledge that they have had the opportunity to present and discuss both proposals on a subject which is, or may be, subject to collective bargaining.

ARTICLE 29

LEGISLATIVE ACTION

29.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 30

GML §207-a LEAVE

The other provisions of this Agreement relating to sick leave accruals (Article 17.3, a), holiday leave (Article 18), vacation leave (Article 19.2) and personal leave (Article 16.1) and uniform allowance (Article 25.1) notwithstanding, employees on 207-a GML leave for more than nine calendar months shall not continue to accrue vacation leave, sick leave or personal leave and will receive any clothing allowance on a prorated basis. If clothing allowance has already been paid, the employee will be permitted to use that money toward clothing.

Employees on GML §207-a leave status shall retain all leave credits accrued up to and including the first nine calendar months in such status and upon return to work will again accrue leave time and credits prospectively and prorated uniform allowances reduced by any overpayments received at the inception of the 207-a leave. Persons who do not return to active duty may retain any overpayment.

ARTICLE 31

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

Family leave shall be granted to an eligible employee to a total of twelve (12) work weeks of leave during any twelve (12) month period for the following:

- A) Because of the birth of a son or daughter of the employee and in order to take care for such son or daughter.
- B) Because of the placement of a son or daughter with the employee for adoption or foster care;
- C) In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;
- D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee;

An eligible employee shall be required to use accrued paid vacation, personal leave, or family leave of the employee for the leave provided under subparagraph A, B, or C above. An eligible employee may be required to use accrued paid vacation leave, personal leave or sick leave for leave provided under paragraph C or D above for any part of the twelve week period of such leave.

The City shall maintain coverage for health and dental insurance to an employee on leave pursuant to this section for the duration of the twelve (12) week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The City may recover the premium that the City paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave if the employee fails to return from leave after the twelve (12) week period and (1) the employee fails to return for a reason other than the continuation, recurrence, or (2) onset of a serious health condition that entitles the employee to leave under subparagraph C or D above or, other circumstances beyond the control of the employee.

Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the Family Leave Act.

ARTICLE 32

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.

DURATION

This Agreement will be effective as of January 1, 2010, and remains in full force and effect until December 31, 2011, and from year to year thereunder unless either party to this agreement notifies the other party at least one hundred twenty (120) days prior to the expiration date hereof, or any annual renewal thereof, of their intention to amend or modify this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their elected officials and officers on the date first above written.

CITY OF OSWEGO

By: _____
Randolph Bateman,
Mayor

THE CITY OF OSWEGO FIREFIGHTERS
ASSOCIATION

By: _____

I.A.F.F SALARY SCHEDULE

2009	Base	1st Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	10 Yr.	15 Yr.	18 Yr.
Firefighter	\$ 35,763	\$ 38,604	\$ 39,971	\$ 41,681	\$ 43,730	\$ 46,120	\$ 47,397	\$ 48,993	\$ 50,909
Lieutenant						\$ 49,866	\$ 51,147	\$ 52,742	\$ 54,662
Captain						\$ 52,742	\$ 54,019	\$ 55,614	\$ 57,532
Deputy Chief						\$ 55,614	\$ 56,893	\$ 58,492	\$ 60,406
1st Assistant Chief						\$	\$ 59,766	\$ 61,364	\$ 63,280
2010	Base	1st Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	10 Yr.	15 Yr.	18 Yr.
Firefighter	\$ 35,763	\$ 38,604	\$ 39,971	\$ 41,681	\$ 43,730	\$ 46,120	\$ 47,397	\$ 48,993	\$ 50,909
Lieutenant						\$ 49,866	\$ 51,147	\$ 52,742	\$ 54,662
Captain						\$ 52,742	\$ 54,019	\$ 55,614	\$ 57,532
Deputy Chief						\$ 55,614	\$ 56,893	\$ 58,492	\$ 60,406
1st Assistant Chief						\$	\$ 59,766	\$ 61,364	\$ 63,280
2011	Base	1st Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	10 Yr.	15 Yr.	18 Yr.
Firefighter	\$36,478	\$39,376	\$40,770	\$42,515	\$44,605	\$47,042	\$48,345	\$49,973	\$51,927
Lieutenant						\$50,863	\$52,170	\$53,797	\$55,755
Captain						\$53,797	\$55,099	\$56,726	\$58,683
Deputy Chief						\$56,726	\$58,031	\$59,662	\$61,614
1st Assistant Chief						\$	\$60,961	\$62,591	\$64,546