

EMPLOYMENT CONTRACT

Between the

CITY OF JOHNSTOWN, NEW YORK

And the

JOHNSTOWN FIRE FIGHTERS ASSOCIATION LOCAL 779

January 1, 2020 – December 31, 2023

TABLE OF CONTENTS

Article	Page
1	Presentation and Recognition1
2	Term1
3	Amendments1
4	Subject to Applicable Laws2
5	Management Responsibility Clause2
6	Ban On Strikes2
7	Association Release Time3
8	Dues Deduction3
8-A	Deferred Compensation3
8-B	Direct Deposit3
9	Agency Fee3
10	Salaries4
11	Longevity4
12	Retirements5
13	Vacations5
14	Holidays6
15	Veteran's Day6
16	Leave Due to Death in Family6
17	Sick Leave7
18	Physical Examinations9
19	Health Benefits9
20	Safety Glasses11
21	Clothing11
22	Seniority11
23	Work Schedules12
24	Overtime and Compensatory Time12
25	Recall13
26	Computation of Extra Payments13
27	Posting of Extra Duty Assignments13
28	Ancillary Duties14
29	Code Enforcement15
30	Continuation Claus16

31	Grievance Procedure	17
32	Labor Advisory Committee	18
33	Court Leave	18
34	Negotiations Procedures	19
35	Education	19
36	Civil Service Law Section 204-a	19
37	General Municipal Law 207-a Procedure	20
38	Family and Medical leave of Absence Policy	22
39	Due Process Hearing Procedure	25
	Signature Page	27

Exhibits

A	Salary Schedule 2020, 2021, 2022, 2023	Attached
B	Description of Full Uniform	Attached
C	Health Insurance Buyout Form	Attached
D	Sick Leave Bank Enrollment Form	Attached
E	Designated Domestic Partner	Attached
F	General Municipal Law Section 207-a Application Form, Medical Release Form and Notice to Comptroller	Attached

THIS AGREEMENT made this _____ day of _____, 2020

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 FIREFIGHTERS 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, 2023 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, 2020 and ending December 31, 2023

ARTICLE 3

AMENDMENTS

Supplements, modifications, amendments or alterations of the 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 set the working shifts and hours, 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 authorizing 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 8-A

DEFERRED COMPENSATION

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

ARTICLE 8-B

DIRECT DEPOSIT

All employees will participate in Direct Deposit to a banking institution of the employee's choice

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 judgements 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, 2020 as follows:

- Effective 1/1/20: 2.5% increase
- Effective 1/1/21: 2.5% increase
- Effective 1/1/22: 2.5% increase
- Effective 1/1/23: 2.5% increase

For each year to base pay for each rank and grade (as detailed in Exhibit "A");

Effective 01/01/2020 pay scales will be added to reflect pay for EMT-B and EMT-P members as annexed as Exhibit "A".

Retroactive Pay for 2019 shall be paid at the execution of this agreement as follows:

EMT-B shall receive	\$2500.00
EMT-P shall receive	\$4000.00

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:

	Automatic Increments			
	01/01/2020	01/01/2021	01/01/2022	01/01/2023
Continuous Years of Service				
3 years	\$2500.00	\$2600.00	\$2750.00	\$2850.00
5 Years	\$2700.00	\$2800.00	\$2950.00	\$3050.00
8 Years	\$2800.00	\$2900.00	\$3050.00	\$3150.00
12 Years	\$2900.00	\$3000.00	\$3150.00	\$3250.00
16 Years	\$3000.00	\$3100.00	\$3250.00	\$3350.00
20 Years	\$3100.00	\$3200.00	\$3350.00	\$3450.00
23 Years and above	\$3250.00	\$3350.00	\$3500.00	\$3600.00

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 during the first year of eligibility shall be entitled, upon said retirement, to a \$5,000.00 payment, upon actual retirement through December 31, 2023, after that date no retirement bonus will be paid. 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

TIME OFF / VACATIONS

A. 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 "A", Officers and Firefighters time off that has been scheduled prior to the posting of the monthly schedule shall not be affected.

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 120 hours. Likewise, after completing one (1) year of service, vacation with pay of 120 hours shall be granted. After completing three (3) years of service, vacation with pay of 168 hours shall be granted, and after completing six (6) years of service, vacation with pay of 216 hours shall be granted. Vacations Shall be divided as tours of Duty (10 hr. days 14 hr. nights) equally!

C. Members may request vacation 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.

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 Firefighters.
3. Subject to the provisions of paragraph A, above, Firefighters may request vacation for the same time requested as that of any other Firefighter, 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 vacation in the normal vacation period, or vacation to be scheduled outside of the normal vacation period, will be filled on a seniority basis.
6. Subject to the provisions of paragraph A, above, Firefighters and officers shall have the option of utilizing 5-10 hour days and 5-14 nights as individual days off, to be scheduled either during or outside of the normal vacation period and on a seniority basis. If a Firefighter or Officer neglects to schedule these days, the Firefighter 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 Firefighters prior to commencement of such vacation, provided, however, that the 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 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 Employee's regular hourly rate.

ARTICLE 15

VETERAN'S DAY

Veterans shall be compensated in release from duty time for 24 hours (1-10 day and 1-14 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 employees 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, grandparent of spouse or designated domestic partner or blood relative.

A "designated domestic partner" shall be so designated by the Firefighter 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. Each Officer or employee shall be allowed sick leave credits at the rate of one working day each month. Firefighters hired after January 1, 1983 shall be credited with emergency sick leave of, 300 hours, until an equal amount of time is earned by employee. Unused sick leave credit shall not be accumulated to an employee beyond a maximum level of accumulation shall increase to two thousand (2000) hours, effective in 2018. 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 two thousand (2000) hours maximum.

All covered employees shall be credited with 15 hrs. of sick leave per month for a maximum of 180 hrs. per year, unused sick leave shall not be accumulated to an employee beyond a maximum of Two Thousand (2000) hours.

Health Insurance Cash out Defined – Effective January 1, 2020 a covered employee who officially retires under the rules of the NYS Police and Fire Retirement System shall be entitled to be paid for a percentage of his/her accumulated unused sick time at his/her regular hourly rate of pay at the time of retirement. The City shall pay those employees who have accumulated the following:

1600 – 1800 hours	100% of the total number of hours of unused sick time times the employee’s regular hourly rate at the time of retirement
1400 – 1599 hours	75% of the total number of hours of unused sick time times the employee’s regular hourly rate at the time of retirement
1000 – 1399 hours	50% of the total number of hours of unused sick time times the employee’s regular hourly rate at the time of retirement

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. 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 judgement, 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 the 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 120 hrs, 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).

ARTICLE 18

PHYSICAL EXAMINATIONS

All permanently employed Firefighters are obligated to have a physical examination once every year. The Firefighter has the choice of doctor, however, the examination must meet the standards agreed upon by the City and Firefighter 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 \$100.00 for said examination when performed by a physician not designated by the City. Additional cost shall be paid by the Firefighter (or insurance if applicable).

The aforementioned physical shall follow the standards as set forth in the most current OSHA/NFPA Editions.

ARTICLE 19

HEALTH BENEFITS

Indemnity Plan

The City shall provide to all employees the Empire Plan of NYS Health Insurance Program with Rx Program (administered through United Healthcare). 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 January 1, 2005, the Emergency Room co-pay will be \$50.00

Effective January 1, 2005, for MVP, the doctor co-pay will be \$15.00.

Or As here after provided by the HMO Plan Provider

Dental and Vision Coverage

The City will continue to provide dental and vision coverage.

Contribution

Employees hired **after January 1, 1999** shall contribute 25% of the premium cost as detailed above, 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 for each pay period.

Employee contributions shall be on a pre-tax basis, per Section 125 of the Internal Revenue Code: Employees 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:

Effective January 1, 2020

\$7000.00 per year for family coverage
\$5500.00 per year for two-person coverage
\$3500.00 per year for single coverage

Effective January 1, 2023

\$8000.00 per year for family coverage
\$6500.00 per year for two-person coverage
\$4500.00 per year for single coverage

The applicable amount will be paid twice per year by separate check, withholding applicable taxes or deductions, on the first pay period in December and the first pay period in June 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.

Medicare Part B:

- A. The City shall provide reimbursement to retirees and their dependents for the actual cost of the Medicare Part B premium charge for any retirees and their dependents enrolled in the NYSHIP plan, as required by Section 167-a of the New York State Civil Service Law and the regulations enacted thereunder (4 NYCRR §473.3).
- B. Effective January 1, 2020, the City shall provide the same reimbursement benefit to retirees and their dependents that are enrolled in the HMO plan.
- C. The reimbursement is required for all persons, covered under offered health insurance plans covered in Section 1 of this Article, who are eligible for Medicare cover that is primary, including dependent survivors, with the following exceptions:
 - i. If the City has documentation that an employee or dependent who is eligible for Medicare coverage is receiving Medicare reimbursement from another source (ie: a public agency or private employer).
 - ii. A retiree who returns to employment in a benefits eligible position with the same agency from which they retired is no longer eligible for Medicare reimbursement regardless of whether they continue their coverage as a retiree or active employee. The employees' current health insurance plan is primary to Medicare while they are in a benefits eligible position.
 - iii. An active employee or dependent of an active employee who enrolls in Medicare for secondary benefits.
 - iv. An active employee or dependent of an active employee who elects Medicare as primary coverage. In this case, the person's enrollment in their current Health Insurance must be terminated and the provisions of Section 167a of the Civil Service Law would not be applicable.
- D. The required reimbursement is the actual Monthly premium charge for coverage under Part B of Medicare. Reimbursement for penalty charges for late enrollment is not required. If the enrollee or dependent receives partial reimbursement of the Part B premium from another source, the Participating Agency must ensure that the enrollee or dependent receives the full Medicare Part B reimbursement. It is the agency's choice to supplement the reimbursement or reimburse the full amount.

The Medicare Part B reimbursement must be effective as of the date the employee or dependent first becomes eligible for primary Medicare coverage. If the reimbursement is not started at that time, it must be paid retroactive to the date of first eligibility. However, the City will follow any laws regarding limits on retroactive payments under the provisions of State Finance Law.

- E. The City has the right to require a refund of Medicare Part B premium amounts that were incorrectly reimbursed to an enrollee when they or the dependent was not eligible for Medicare Part B. The City will follow any applicable state or local laws that regulate the retroactive adjustment.
- F.

Medicare Part B Reimbursement Payment: Upon receipt of documents from qualified persons, the city will reimburse the employee by check.

- A. The City will reimburse the retiree by check for the total cost of Medicare Part B premiums twice per year.
- B. Documentation must be provided by March 31st of each year for the prior calendar year to the City Treasurer's office, which shall be a copy of the annual notice from Social Security for each eligible retiree and dependent, stating the annual cost for Medicare Part B.
- C. Reimbursement checks will be issued at the end of June and December of each year based off of the documentation provided under sub-section B above.

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 Firefighter and Officer will receive a clothing allowance for uniform replacements in the sum of \$700.00 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. The clothing allowance will be payable per this agreement in two (2) installments of \$350.00 each.

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 complement of uniforms in lieu of the first year's clothing allowance. (Exhibit "C" shows a description of complete uniform). 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 the 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 (coveralls) 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. Firefighters 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 COMP 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 Firefighter 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.

The Fire Chief, based on the operational needs of the Fire Department, shall determine the work schedule and hours worked. In accordance with all provisions for notification in this agreement.

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 Firefighter for overtime will be on a rotating seniority basis with said Officer or Firefighter 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 Firefighter or Officer will be the first called, if needed. In the event he (1) refuses to work, or (2) agrees to work, his/her name is then placed on the bottom of the list and he/she shall not be called again until all junior suitable members under them have gone through the two choices above. However, in the event a senior suitable Officer or Firefighter cannot be reached, it is mandatory that the junior suitable Firefighter 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 on duty. The Fire Chief agrees to work with the union on specific parameters of the overtime list.

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

In general, there will be no negative COMP time (COMP) balance; however, under exigent circumstances an employee may have a negative COMP 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 obligation to utilize the services of its own Firefighters even when outside assistance under the NYS Mobilization and Mutual aid plan may be necessary. The City will, therefore, develop a plan for the recall of all off-duty Fire Fighters before any other personnel of another fire department shall be called. This shall pertain to personnel only, not to any equipment needed by the Fire Department or any personnel needed to operate the equipment.
- B. The City recognizes its obligation to utilize the services of the Association's Emergency Medical Technicians Basic and Paramedics before calling in any part time employees. The City will, therefore, develop a plan for the recall of any off-duty Association EMS members before utilizing any of the part time employees, in the event that the ambulance (ambulances) is / are not staffed with a Paramedic and an EMT for ALS transport or 2 EMT's for BLS transport. The City shall provide any Association member wishing to become a Paramedic the appropriate training at the City's earliest convenience.
- C. Recall for duty shall be paid at the rate of time and one-half (1.5) the members normal hourly rate in pay or compensatory time off. Any Association member who is recalled from off duty status or retained on duty for regular departmental business shall receive a minimum of four (4) hours of recall compensation for each such recall, which does not require four (4) hours of recalled duty. The exceptions to this section are as follows; Three special punch-outs, referred to as Automatic Punch-outs, coverage recall for Mutual Aid outside of the City of Johnstown, and coverage recall for EMS related incidents, in these cases the member will be receive a minimum of two (2) hours of recall compensation. This compensation will also be at one and one-half (1.5) the members' normal hourly rate, in pay or compensatory time off.
- D. Hold Over - any member held over for duty more than one hour (1) for regular departmental business shall receive a minimum of four hours (4) of compensation even when such holdover does not require an additional four (4) hours of duty. Any member held over for more than one-half (1/2) hour for coverage for mutual aid outside of the City of Johnstown or coverage for EMS related incidents shall receive a minimum of two (2) hours of recall compensations even when such holdover does not require an additional two (2) hours of. In either case the compensation shall be at one and one-half (1.5) times the members' normal hourly rate, in pay or compensatory time off.

ARTICLE 26

COMPUTATION OF EXTRA PAYMENTS

An Officer or Firefighter 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.

ARTICLE 27

POSTING OF EXTRA DUTY ASSIGNMENTS

At least fourteen (14) 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 Firefighter 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 Firefighter, 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 classic 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 an 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 requirement 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 structure to be removed and arranges for condemnation notices to owners and builders of improper or hazardous structures.

INSPECTS existing building 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. All employees shall participate in the Code enforcement Program after they reach top Firefighter or Captain Status. 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. Firefighters will less than six (6) complete years of service may take the CEO training courses, but will not be able to enter the program until they begin their Six (6) 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 8:00AM – 4:00PM). The Code Enforcement Office shall have a Full-Time Public Safety 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 (COMP) for the number of hours worked at time-and-one-half, with a minimum call back of two (2) hours. 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. Effective January 1, 2020 all employees with six (6) years or more in the Fire Department shall become Certified Code Enforcement Officials, the base pay, (top step firefighter and all officer ranks), for these employees shall receive a onetime increase of \$3500.00 beginning with the 2020 salary rates. Duties shall be assigned by the Fire Chief and Shift Commanders or the Codes Program Director, as deemed necessary for Department operations.

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, 2023), and in the event that a new Contract is not entered into on or before said December 31, 2023, 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 Firefighters 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 Firefighters 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 grievants 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/she 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 designee. Such request is to be in writing with a copy to the immediate supervisor. The Fire Chief or designee shall convene a conference within five (5) days after receipt of the request for said conference. The Fire Chief or 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 (7) 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/she 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/she 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 February 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, \$5000 per year will be allocated for this benefit. Once the \$5000 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 PROVISIONS OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT 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.

4 a. 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.

4 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/her written decision to the Chief.

4 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.

5 a. 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 provision of the GML 207-a.

5 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.

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

6 a. 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.

6 b. If the City contest 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 reasonable 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 of 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 service member to a total of twenty-six (26) work weeks of leave during any twelve (12) month period in order to care for such service member, if such service member 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 service member" 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 service member), 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 of his/her spouse, child or parent, due to a qualifying exigency, or to care for a seriously injured or ill service member, 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 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 service member'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 service member. The certification must include written documentation confirming that the covered service member's injury or illness was incurred in the line of duty on active duty, that the covered service member is undergoing treatment for such injury or illness, the care to be provided to the covered service member 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 service member 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 for seeable, a request for Family and Medical Leave of Absence must be originated in 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 service member'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 service member'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 involved meeting with a third-party.

H. For purpose of leave to care for a seriously injured or ill service member, the certification should include written documentation confirming that the covered service member's injury or illness was incurred in the line of duty on active duty, that the covered service member is undergoing treatment for such injury or illness, the care to be provided to the covered service member 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 the representatives of the parties the day and year first above mentioned.

CITY OF JOHNSTOWN

By: _____

Vernon F. Jackson, Mayor

JOHNSTOWN FIREFIGHTERS ASSOCIATION Local 779

By: _____

Jeremiah VanEvery, President Local 779

STATE OF NEW YORK :

CITY OF JOHNSTOWN : ss:

COUNTY OF FULTON

On this _____ Day of _____, 20____, before me personally came Vernon F. Jackson, to me personally known, who, being by me sworn, did depose and say that he resides in the City of Johnstown, New York; that he is the Mayor of the City of Johnstown, the corporation described in and which executed the forgoing instrument; that he know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was 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 _____

Day of _____, 20_____.

Notary Public – State of New York

STATE OF NEW YORK :

CITY OF JOHNSTOWN : ss:

COUNTY OF FULTON :

On this _____ Day of _____, 20____, before me personally came Jeremiah VanEvery, being by me duly sworn, deposes and says that he resides in the _____, New York; that he is the President of the Johnstown Firefighters Association Local – 779 described in and which executed the forgoing instrument; that he executed this instrument pursuant to the authority given him by the members of the Association.

Sworn to before me this _____

Day of _____, 20_____.

Notary Public – State of New York

EXHIBIT B

DESCRIPTION OF INITIAL FULL UNIFORM ISSUE AND TURN-OUT GEAR ISSUE

The following is a list of items which constitute the initial uniform issue and the initial Turn-Out gear provided to each New Firefighter, in lieu of their first year clothing allowance:

Uniform:

Red Golf Shirts – 2 Short Sleeve & 2 Long Sleeve
Lt. Blue Dress Shirts – 1 Short Sleeve & 1 Long Sleeve
Dark Navy Trousers – 2 pair
Shoes / Boots – 1 Pair (Black, Plain toe)
Dress Tie – 1 each
Bell Cap – 1 each
All Season Jacket – Dark Navy 1 each
Dark Navy Coveralls – 1 Pair
All Brass and Hardware
Complete Dress Uniform – After completion of probation

Turn-Out Gear:

Turn-Out Coat – NFPA/OSHA Compliant
Turn-Out Pants – NFPA/OSHA Compliant
Fire Fighting Helmet – NFPA/OSHA Compliant
Fire Fighting Boots - NFPA/OSHA Compliant
Fire Fighting Gloves – NFPA/OSHA Compliant
Fire Fighting Hood – NFPA/OSHA Compliant
Extrication Gloves
Safety Glasses
DOT Safety Vest

EXHIBIT C

CITY OF JOHNSTOWN

Health Insurance Notice of Buyout

Employee Name: _____
Address: _____

Employee # _____
Soc. Sec. # _____

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 the first pay period in June and the first pay period in December, 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

EXHIBIT D

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

EXHIBIT E

DESIGNATED DOMESTIC PARTNER

Pursuant to Article 17 of the Collective Bargaining Agreement, I hereby designate

_____ as my domestic partner.

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 F

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 (HIPPA) EXCEPT AS OTHERWISE PERMITTED OR REQUIRED BY THE PRIVACY RULE. A HEALTH CARE PROVIDER MAY NOT USE OR DISCLOSE 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) HIV RELATED TREATMENT RECORDS
ALL 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 the 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 release 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 the 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.

