

May 27, 2009

## MEMORANDUM OF AGREEMENT

The City of Syracuse ("City") and the Syracuse Police Benevolent Association ("PBA") hereby agree (the "Agreement") to the following terms in resolution of the parties' negotiations for the collective bargaining agreement for the 2008-10 contract term:

1. Three year contract effective January 1, 2008 through December 31, 2010.
2. Wage Increases
  - 2008 – 3% general wage increase retroactive to January 1, 2008
  - 2009 – 2% general wage increase retroactive to January 1, 2009; 2% general wage increase effective July 1, 2009
  - 2010 – 2% general wage increase effective January 1, 2010; 2% general wage increase effective July 1, 2010
  - These pay increases will be processed legislatively, through the normal process expeditiously, after the parties have signed this Agreement and an arbitrator has been selected for the proceeding under Paragraph 5.
3. Night Shift Differential
  - Increase night shift differential for the third shift 10¢ per hour retroactive to January 1, 2008
  - Increase night shift differential for the first shift 25¢ per hour retroactive to January 1, 2008
4. DCJS Body Armor Vests

Effective July 1, 2009, the City will provide a new DCJS approved body armor vest to each officer every five years. Officers will have their choice of state bid vests, however, the City will not pay more than the amount the City pays for state bid vests purchased by the Training Division for new hires.
5. The parties agree to submit all issues associated with pending arbitrations relating to compensatory time and the overtime calculation rate, and associated with an Article 78 proceeding relating to Civil Service Law Section 58(4)(c) ("Detective Tenure") to a single interest arbitration proceeding (the "Interest Arbitration") before a Tripartite Panel with the neutral selected using the PERB interest arbitration process and conducted under PERB rules. The parties agree that the Interest Arbitration shall be a *de novo* proceeding, with the parties reserving all rights to submit any argument or claim in the proceeding. The decision of the Panel on these three issues will be incorporated into the successor collective bargaining agreement. The parties agree that the Detective Tenure matter (captioned *Syracuse Police Benevolent Association, o/b/o Brendan Finnerty, Joseph*

*Smola, James Quatrone and All Other Officers Similarly Situated v. City of Syracuse, et al* (Index No. 2006-7704, RJI No. 33-06-4552) and any appeal therefrom shall be withdrawn with prejudice. The parties further agree that the decision of the Panel shall determine the parties' rights and responsibilities with respect to the appointment and civil service status, if any, of the detectives.

6. GML § 207-c Policy

The parties agree to the attached, draft GML § 207-c policy.

7. Orangetown Decision

Consistent with § 209-a.1(e) of the Civil Service Law, the City agrees that until such time as a 2011 (or 2011 and beyond) collective bargaining agreement is reached either through negotiations, or imposition, it will abide by the disciplinary procedures set forth in the existing collective bargaining agreement, notwithstanding the decision in In the Matter of Town of Orangetown, and In the Matter of Patrolman's Benevolent Association of the City of New York, 6 N.Y.3d 563 (2006), it being understood and agreed that the parties reserve their respective rights and arguments relating to the applicability of In the Matter of Town of Orangetown, and In the Matter of Patrolman's Benevolent Association of the City of New York, after such time.

~~8. Family Medical Days~~

~~The City will implement an experimental program for family medical days as follows. Officers with accumulated bonus time must first use bonus time for family medical requirements up to 24 hours of accumulated sick leave for doctor appointments in hour blocks of one or more hours with and subject to the approval of the Chief's Office in its sole discretion. In the event that the Officer has no accrued bonus time, Officers will be able to use up to 24 hours of accumulated sick leave for doctor appointments in hour blocks of one or more hours with and subject to the approval of the Chief's Office in its sole discretion. The total usage under this program should be 24 hours annually (cumulative use of bonus and sick leave time for family leave purposes). Use of family medical days or the use of eight hours or more of medical hours for appointments will be counted against the sick incentive.~~

~~WAS~~  
INITIAL

~~WAS~~  
INITIAL

9. Health Benefits

- Effective August 1, 2009, increase the generic co-pay for drugs from \$5.00 to \$10.00
- Effective August 1, 2009, increase the co-pay for doctor visits from \$15.00 to \$25.00

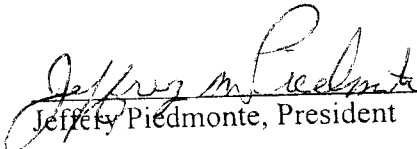
10. Dental Benefits

Effective August 1, 2009, the employee contribution rate for the dental plan will be \$8.35/month for single coverage and \$16.52/month for family coverage. Additionally, the current \$1500 annual cap per person shall be removed.

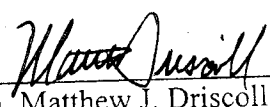
11. The City agrees to pay the initial cost for printing of the CBA. The City will provide the PBA with 750 copies of the CBA. The City will determine the details relating to printing of the CBA.

In recognition of the foregoing agreements, the parties have executed this Memorandum of Agreement on the 28<sup>th</sup> day of May 2009.

Syracuse Police Benevolent  
Association, Inc.

  
Jeffrey Piedmonte, President

City of Syracuse

  
Hon. Matthew J. Driscoll, Mayor

## GENERAL MUNICIPAL LAW §207-c POLICY

### Section 1. Preamble

This policy is intended to provide a procedure to regulate the application for, the award of, and/or redetermination of benefits under §207-c of the General Municipal Law (hereinafter referred to as "GML §207-c").

### Section 2. Definitions

1. Officer - A duly appointed police officer (regardless of rank) for the City of Syracuse.
2. Chief - The Chief of Police, or his designee.
3. Performance of Duty - Those duties engaged in by an Officer that are covered under GML §207-c.
4. Accrued Leave Credits – includes accrued sick, personal leave, vacation, and at the Officer's request, compensatory bank time.

### Section 3. Notification and Application

- a. Notification - An Officer shall notify the on-duty supervisor as soon as practicable of any injury, or re-injury, or aggravation of an injury which occurred on duty or of any illness as a result of performance of duties. In the event of not notifying the supervisor as soon as practicable, the Officer shall notify the supervisor prior to the cessation of the shift on which the Officer is working. Failing to do the above, the Officer shall notify the supervisor within twenty-four (24) hours of the incident. The purpose of such notification is to provide the City with the opportunity to investigate and determine the facts and circumstances involved in the incident.
- b. Written Application – The GML §207-c application must be made in the written form(s) contained in the incident packet (copy attached as Appendix A), which application must be completed by the Officer. The application and incident packet must be completed by the Officer and filed with the Chief's Office as soon as practicable, but in no event more than seventy-two (72) hours after the incident. In the event that the Officer is physically or mentally unable to complete the written application, another individual may do so and have it filed with the Chief's Office. Subsequent to the filing, the Officer will be given a copy of the application stamped with the date of receipt. The Officer shall also

complete the attached Notice relating to the Officer's obligation to report earnings activity while receiving GML §207-c benefits.

- c. Miscellaneous - The GML §207-c application shall be deemed untimely unless the above notification occurs and the written application is received in the Chief's Office as described above. Notwithstanding the above, the Chief shall have the discretion to excuse the failure to notify and/or file the written application within the required time upon a showing of good cause, which shall not be unreasonably withheld. The Chief may consider if late notice of injury has any prejudicial effect on the City.

#### **Section 4. Medical Records**

The Officer shall provide written authorization in the form of a medical release, as contained in the attached incident packet, to enable the City to obtain copies of the Officer's medical records from the Officer's treating physician(s) or other health care provider(s). If the Officer's treating physician(s) or other health care provider(s) require alternative or additional medical release authorizations, such authorizations shall be completed by the Officer to provide for the release of medical information that is relevant to the Officer's application for GML §207-c benefits. The Chief, in his discretion, may require that additional medical information be provided as necessary to make an Initial Determination.

At the written request of the Officer, the City will provide the Officer with a copy of the medical records and medical reports received by the City; additionally, upon request, the City will provide copies of other medical records and medical reports received by the City as a result of the City's representatives or experts examining the Officer on behalf of the City.

#### **Section 5. Status Pending Initial Determination of Benefit Eligibility**

In the event the City offers a light duty position to an Officer claiming entitlement to GML §207-c benefits while the decision to such claim is pending, such light duty work shall be performed. In the event an Officer asserts an inability to perform regular or restricted duties while the application for GML §207-c benefits is pending, and if requested by the City, the Officer shall cause to be provided to the City a separate supporting medical report from the treating physician, which medical report shall specifically state the medical basis (including objective findings) which support said physician's opinion as to the Officer's inability to perform regular or restricted duties. In the event that the GML §207-c benefits is denied pursuant to Section 6 hereof, and the Officer elects to demand a review of said determination pursuant to Section 9 hereof, the Officer shall have the option to use all available Accrued Leave Credits to remain on the payroll until such time as a determination is rendered pursuant to this Procedure, or until said Accrued Leave Credits have been exhausted.

During the pendency of an Officer's application for GML §207-c benefits, the City shall have the permissive authority (but not an obligation) to pay any medical bills relevant to the claimed injury underlying the application that are incurred by the Officer; and the City shall also have the permissive authority (but not an obligation) during the pendency of said application to provide medical leave to the applicant prior to requiring utilization of said applicant's Accrued Leave

Credits. The City's election to so pay any medical bills or to so provide medical leave shall be inadmissible as evidence in any review had hereunder, and shall be non-prejudicial to any ultimate determination made under this Procedure or any appeal therefrom.

#### **Section 6. Initial Determination**

The Chief shall render a written decision on the application for GML §207-c benefits after receipt of all information necessary to render said determination. A copy of the written determination shall be mailed or delivered to the Officer at the address specified in the application or by interoffice mail. In the event of a denial, the denial letter will inform the Officer of the reasons for such denial and of the appeal rights provided for in this procedure. Failure to so provide documentation requested by the Chief will result in the application for benefits being denied.

In the event the Chief has not rendered a decision within sixty (60) days from the time that a complete application (with all necessary supporting medical documents and/or reports as determined necessary by the Chief) has been provided to the City, the Officer shall have the right to utilize CPLR Article 78 to seek an Order to compel a determination by the Chief.

#### **Section 7. Reinstatement of Benefits**

In the event that an Officer is found eligible for GML §207-c benefits, all Accrued Leave Credits used pursuant to the application process will be restored for the period of time that the Officer is found eligible for said GML §207-c benefits. Notice of this will be forwarded to the appropriate parties.

#### **Section 8. Review Procedure of Chief's Determination**

In the event that the Officer is not satisfied with the determination rendered by the Chief pursuant to Section 6, the Officer shall within thirty (30) days of receipt of the Chief's determination file a written demand for review of said determination. Said demand for review shall be processed pursuant to Section 9 hereof.

#### **Section 9. Determination Review Procedure**

- a. In the event that an Officer wants to compel a review of the Chief's determination made pursuant to Sections 6 or 10 hereof, an arbitrator shall be designated to hear such review. The arbitrator shall be a member of the City/PBA panel (currently Selchick, Rinaldo, Bantle, Lewandowski), or another arbitrator mutually agreed to by the parties. However, if none of the members of the City/PBA panel is available for a hearing within 30 days of the demand for review (or if the arbitrator mutually agreed to by the parties is not available for a hearing within 30 days of the demand for review), then the parties agree to use the PERB procedures for selection of an arbitrator. Selection of a member of the City/PBA panel shall be on a rotating basis, without consideration of use of the member in non-GML 207-c cases for the parties (*i.e.*, the rotating wheel for 207-c cases shall be separate and distinct from the rotating wheel for contract grievances).

- b. The standard of review to be employed by the arbitrator shall be that standard that is used by courts when reviewing governmental determinations pursuant to CPLR § 7803(3) (i.e., the Chief's determination shall be overturned only upon a showing that the determination was affected by an error of law or was arbitrary and capricious). The arbitrator's failure to apply this standard in reviewing the Chief's determination shall be grounds for vacature of the arbitration award, in accordance with CPLR § 7511(b)(1)(iii).
- c. The record to be reviewed by the Arbitrator shall be limited to the evidence that was presented to the Chief pursuant to Sections 6 or 10 hereof.
- d. The counsel fees (if any) of the City, and the police officer – or – the City, and the PBA (on behalf of the police officer) if the PBA takes the appeal, shall be the responsibility of the party incurring such services. The participating parties shall jointly bear the cost, fees and expenses of the arbitrator, and stenographer (if jointly agreed to) except as provided herein. The participating parties shall be responsible for paying for the arbitrator's fees, in advance, if that be a condition precedent of the arbitrator's willingness to hear the officer's appeal.
- e. The Arbitrator shall render a written decision concerning the results of the review. The arbitrator's decision must contain an explanation of the rationale for so concluding that the Chief's determination was, or was not, arbitrary and capricious or otherwise affected by an error of law.
- f. The arbitrator shall have the right to allocate any portion of his/her costs, fees and expenses to the City and/or the officer, in the event that the arbitrator determines the City and/or the officer's arguments, proof, evidence, or position as presented are frivolous and without merit.
- g. The Arbitrator's Decision may be reviewed in a court action before the Supreme Court, Onondaga County pursuant to the standard of review set forth in Article 75 of the CPLR.

#### **Section 10. City Review and Termination of Granted Benefits**

If the Chief determines for any reason that an Officer previously granted GML §207-c benefits is no longer entitled to such benefits, the Chief shall issue a return to work order (full duty or light duty) or an order terminating benefits pursuant to this section. If the Officer disagrees with the order and asserts a continuing entitlement to benefits, the Officer shall cause to be provided to the City a separate supporting medical report from the treating physician, which medical report shall specifically state the medical basis (including objective findings) which support said physician's opinion and conclusion causally relating the disability to the performance of duties.

In the event that no medical report from the Officer's treating physician is provided as required above, the Chief's order shall be final and the termination of §207-c benefits shall occur automatically.

If an Officer disagrees with the order and where the Officer has complied with the requirements to provide a separate supporting medical report from the treating physician and to provide any additional information from the treating physician, as may be requested by the City, then the Officer may request review of the order under Section 9. Such review shall be commenced by the Officer notifying the Chief, in writing, of such review within ten (10) business days of receipt of the order. The Officer shall provide to the Chief a medical report (as delineated in this section) from the treating physician supporting the Officer's claim of continued inability to perform the work for which the Officer has been assigned. The provision of said medical report to the Chief is a mandatory prerequisite to a review proceeding under Section 9.

During the review process, the Officer shall not be required to report to work, and shall continue to receive the Officer's prior GML §207-c benefits. The review procedures shall be those contained in Section 9 of this Procedure. In the event that the Chief's determination is sustained, the Officer must reimburse the City for the value of benefits received during the pendency of the review process. Such reimbursement shall be effected in a manner to be determined by the arbitrator.

#### **Section 11. Disability Retirement**

The payment of the full amount of regular salary or wages as provided by 207-c(1) shall be discontinuable in accordance with subsection 2 of 207-c. Notwithstanding the foregoing, nothing contained herein shall prevent an Officer and the City from reaching an agreement to discontinue 207-c benefits on mutually agreeable terms, or from discontinuing benefits in accordance with these procedures.

#### **Section 12. Right to Representation**

Any Officer hereunder shall have a right to a representative of his or her choosing, and at his or her own cost, at any stage of this procedure, and shall be given a reasonable opportunity to consult and obtain a representative and/or counsel.

#### **Section 13. Effective Date of Procedure**

This Procedure shall take effect upon the date it is executed by the parties, and it shall apply to all claims for GML §207-c benefits brought after said date.

#### **Section 14. Savings Clause**

In the event that any Article or Section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific Article, Section, or portion thereof shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any Article, Section, or portion of this procedure, either party shall have the right to immediately re-open negotiations with respect to a substitute for such invalidated Article, Section, or portion of this provision.



Dated: 5/28/09

The City of Syracuse

By: Matthew Driscoll  
Matthew J. Driscoll  
Mayor

Dated: MAY 28 2009

Syracuse Police Benevolent Association, Inc.

By: Jeffrey Piedmonte  
Jeffrey Piedmonte  
President

Appendix A to GML § 207-c Policy

Incident Packet Contents

1. PROCEDURE FOR REPORTING GENERAL MUNICIPAL LAW SECTION 207-c
2. PERSONAL INJURY/ILLNESS MUNICIPAL LAW SECTION 207-c REPORT
3. APPLICATION FOR GENERAL MUNICIPAL LAW 207-c BENEFITS
4. AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION
5. IMMEDIATE MEDICAL TREATMENT REPORT
6. NOTICE TO OFFICERS RECEIVING GENERAL MUNICIPAL LAW BENEFITS

PROCEDURE FOR REPORTING GENERAL  
MUNICIPAL LAW SECTION 207-c

DR#

1. If a Police Officer is injured on duty, he/she shall immediately report the injury to his/her supervisor. The injured Officer shall then complete the Municipal Law Section 207-c Medical Packet Form 9.4b.
2. Supervisor Responsibilities:
  - a. After the injured officer completes the 207c packet, his/her supervisor will review, approve and sign the packet.
  - b. All injured Police Officers must be advised of their right to immediately seek medical attention if he/she wishes to do so. Transportation shall be provided as appropriate (including ambulance if warranted).
  - c. Notify the Human Resources Division, 442-5294, as soon as possible and provide the following information:
    - i. The name of the injured Officer.
    - ii. The Officer's work assignment.
    - iii. A brief description of the nature of the injury and how the injury occurred.
    - iv. Where the Officer went to have the injury treated.
  - d. Require the Officer to complete the Application for General Municipal Law Section 207-c Benefits if the Officer loses work time as a result of the injury and/or sought any medical treatment.
  - e. Forward the completed forms (including supervisor's approval) to the Human Resources Division.
  - f. The supervisor will ensure that an Incident Report (15) is completed.
3. All non-emergency medical testing, treatments or procedures must be approved by the Human Resources Division.
4. All medical bills must be sent directly to the Human Resources Division. The date of injury must be clearly marked on all correspondence.
5. Any recurrence of job-related injury symptoms that occurs after an employee has returned to work must be immediately reported to the employee's supervisor. The supervisor shall immediately advise the Human Resources Division of the recurrence and fill out another injury report. The injured employee shall complete another Municipal Law Section 207-c Medical Packet.
6. While a Police Officer's Municipal Law Section 207-c Medical Packet is pending determination, the City may pay any medical bills related to said claim, and the City may also provide paid medical leave to the Officer. The City's decision to provisionally pay medical bills and/or to provide paid medical leave shall not be admissible as evidence in any hearing resulting from a denial of 207-c benefits.
7. Until the Municipal Law Section 207-c Medical Packet is approved by the Chief of Police, the employee shall be marked "U" for Undetermined Medical Leave. Once a determination is made, the timesheets will be adjusted to reflect either "I"- Injured on Duty, "O" - Injured off Duty or "X" - Illness, beginning at time of occurrence.
8. Officers who are attempting to seek recovery for loss and damages from a third party, as a result of an on duty injury, will be required to complete an Intent to Seek Recovery From Non-City Party/Entity packet which is available through the Human Resources Division.

PERSONAL INJURY/ILLNESS  
MUNICIPAL LAW SECTION 207-c REPORT

DR# \_\_\_\_\_  
PHOTOS TAKEN:  YES  NO

TO BE COMPLETED BY INJURED/ILL OFFICER

Injured/Ill Officer \_\_\_\_\_ IBM# \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

Present Assignment \_\_\_\_\_ Normal Duty Hours \_\_\_\_\_  
(DIVISION/PLATOON)

Rank \_\_\_\_\_ Command Officer \_\_\_\_\_  
Supervisor \_\_\_\_\_ Date/Time Investigating Superior Officer Notified  
Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_hrs.

Injury/Illness Occurred \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_hrs. Day of the Week \_\_\_\_\_

Officer's Official Status with the Department at the time of this Incident:  
 On Duty  Off Duty  Engaged in Secondary Employment

Injury/Illness Sustained: \_\_\_\_\_  
(type of injury, location of injury on body, description of illness)

Medical Assistance: \_\_\_\_\_

Documentation Provided: \_\_\_\_\_

Duty Status After Injury/Illness:

- Refused Treatment and Remained on Duty
- Treated and Returned to Duty
- Treated and Relieved of Duty
- Declined Treatment/Treatment Deemed Unnecessary

Anticipated Number of Duty Days Lost, Due to Injury/Illness: \_\_\_\_\_

Police Physician Notified:  Yes  No Date Notified: \_\_\_\_/\_\_\_\_/\_\_\_\_

By Whom: \_\_\_\_\_

Witnesses: \_\_\_\_\_

10.1's Attached: \_\_\_\_\_

Explain fully the circumstances surrounding this injury:

DR# -

Injured/Ill Officer \_\_\_\_\_  
Print Sign Date

Supervisor Investigating \_\_\_\_\_

IBM# \_\_\_\_\_

Date/Time Investigation Completed

Date: / /

Time: : hrs.

Supervisor Comments

Supervisor \_\_\_\_\_  
Print Sign Date

Superior Officer \_\_\_\_\_  
Print Sign Date

APPLICATION FOR GENERAL MUNICIPAL LAW  
207-c BENEFITS

DR# -

Claimant Name: \_\_\_\_\_

Date of Application: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Person Submitting Application: \_\_\_\_\_  
(If different from claimant)

Applying:  Yes  No

I hereby apply for benefits under 207-c of the General Municipal Law based upon the following:

Injury sustained in the Performance of Duty

Sickness sustained as a result of the Performance of Duty

In the space provided, or on additional sheets if necessary, set forth to the best of your ability, a brief description of the injury/sickness including the date, time and place where the injury/sickness occurred; a detailed description of the nature and extent of the injury/sickness including how the injury/sickness occurred; any and all witnesses to the injury/sickness; all medical care providers who have treated you to date, including hospitals. Attach any documents that are relevant to the injury/sickness.

I submit this application pursuant to the policy and procedure governing the application for and the award of benefits under Section 207-c of the General Municipal Law. The statements contained in this application are, to the best of my knowledge, accurate and true.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

# Syracuse Police Department

511 South State Street  
Syracuse, New York 13202

DR# -

## AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

To:

I, the undersigned, \_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_ do hereby authorize the above-named hospital, facility,  
institution, firm corporation or person, to copy and release, upon presentation of this Authorization, to  
\_\_\_\_\_ c/o Syracuse Police Department, 511 S.  
State Street, Syracuse, New York 13202, all medical records in your possession that relate to the  
injury/illness described in Syracuse Police Department DR# \_\_\_\_\_ (attached), all in  
furtherance of my application to the Syracuse Police Department for benefits pursuant to Section 207-c of  
the General Municipal Law of the State of New York.:

This Authorization expires on: / /

I may revoke this authorization at anytime in writing. Such revocation will not affect any use or disclosure already taken in reliance upon this Authorization.

Signing this authorization is not a condition for treatment, payment, enrollment, or eligibility for benefits.

I understand that once health information is disclosed pursuant to this Authorization, it may be re-disclosed and may no longer be protected by privacy laws. I hold harmless the above-named facility or person from any and all damages which might result to me, my relatives or heirs from the disclosure of my health-related information and materials to the Syracuse Police Department

\_\_\_\_\_  
Signature of Patient  
or

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Printed Name of  
Authorized Representative

\_\_\_\_\_  
Signature of  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Basis of Legal Authority if Signed by Authorized Representative

DR# -

Immediate Medical Treatment Report

Officer's Name: \_\_\_\_\_

Date of Injury:      /  /  

Supervisor's Comments:

- I advised officer he/she should seek immediate medical care and he/she sought immediate medical care at this time.
- I advised officer he/she should seek immediate medical care and he/she declined same at this time.
- I advised officer he/she should seek immediate medical care and he/she agreed but did not want to seek emergency room treatment.
- Other (Explain) \_\_\_\_\_

Dated:   /  /  

\_\_\_\_\_  
Supervisor Signature

Officer's Comments:

- I will seek immediate medical care.
- I decline immediate medical care at this time.
- I wish to seek medical care on my own (this may include visits to my own personal physician).
- Other (Explain) \_\_\_\_\_

Dated:   /  /  

\_\_\_\_\_  
Officer Signature



**NOTICE TO OFFICERS RECEIVING GENERAL  
MUNICIPAL LAW BENEFITS**

DR# -

If you are receiving General Municipal Law benefits, you must report any other outside earnings activity you receive to the Human Resources Division. "Earnings activity" includes any activity from:

1. Self-employment, including as that of an independent contractor; or
2. As an employee working for an employer other than the City of Syracuse; and

The activity results or is intended to result in payment of cash, wages, commissions, bonuses or in-kind payments. In-kind payments include, but are not limited to benefits, goods or services in lieu of the above enumerated payments. Examples of in-kind benefits, goods and services include but are not limited to free or discounted rent, vehicles, meals, reimbursement for travel expenses, insurance coverage, tuition or bartered labor or services, whether received concurrently with the activity or deferred.

This notice does not require an officer to report actual dollar amounts earned.

I have read and understand the above.

Dated:   /  /  

\_\_\_\_\_  
Officer Signature