

LABOR CONTRACT
BETWEEN
THE CITY OF ONEIDA
AND
ONEIDA PAID FIREFIGHTERS
ASSOCIATION
LOCAL 2692

January 1, 2008 – December 31, 2010

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THIS AGREEMENT made this 18th day of September, 2008, by and between the CITY OF ONEIDA, NEW YORK, by its Mayor as Chief Executive officer, hereinafter referred to as the Employer, and the ONEIDA PAID FIREFIGHTERS' ASSOCIATION, LOCAL 2692, hereinafter referred to as LOCAL 2692.

SECTION 1
RECOGNITION

The Employer hereby recognizes Local 2692 as the sole bargaining agent for all permanent employees of the Oneida Fire Department including; Mechanics, Fire Alarm Technicians, Inspectors, S.C.B.A Repairmen, and any new specialization in the Department that may develop, excluding the Chief and the First Deputy Chief of the department, for the purpose of negotiating the rates of pay and other terms and conditions of employment with the Employer during the term of this Agreement. The Employer shall continue to have the authority, rights, duties and responsibilities defined and provided by the Charter of the City of Oneida, and the applicable laws of the State of New York and of the United States, and the exercise and administration thereof shall be, limited only by the specific and express terms of this Agreement to the extent that same are in conformance with said Charter and Laws.

SECTION 2
NO STRIKE PLEDGE

The Local affirms that it does not assert the right to strike against the Employer, nor to assist or participate in any such strike or to impose any obligation upon its member to conduct, assist or participate in any way in strikes, mass resignation, mass absenteeism or any action which would invoke or result in the interruption, delay, suspension of or interference with normal and efficient work performance of all or any of the Employer's employees.

SECTION 3
GRIEVANCE PROCEDURES

A "grievance" shall mean a complaint by an employee or employees in the negotiating unit that there has been as to him or them a violation, misinterpretation or inequitable application of any of the provisions of this agreement.

STEP ONE: An aggrieved employee(s) may submit a grievance in writing to the Chief of the Fire Department within twenty-one (21) calendar days of the alleged grievance or within twenty-one (21) calendar days when he knew or should have known of the alleged grievance. Such writing shall state the general facts alleged to have constituted the grievance, the provisions of this Agreement claimed to have been violated, misinterpreted or inequitably applied, the remedy requested, and shall be signed and dated by the employee(s). The Chief has twenty-one (21) calendar days from the

receipt of the grievance in writing to render his decision in connection with this step. Step 1 may be waived upon mutual agreement of the parties, in writing.

STEP TWO: If the grievance is not resolved in Step One, then the aggrieved employee(s) and/or his/their representative(s) may refer the matter within ten (10) calendar days from the date of the receipt of the decision from the Chief, or within ten (10) days of the date when the decision from the Chief was due, as set forth in STEP ONE to the Commissioner of Public Safety, who may, in his discretion, hold a hearing. If held, the hearing shall be held within thirty (30) calendar days from the date the Commissioner of Public Safety received the matter. The Commissioner of Public Safety shall make his determination in writing within ten (10) days after the completion of the hearing. Copies of the written decision shall be given to the aggrieved employee(s) and to Local 2692 Executive Board. Step 2 may be waived upon mutual agreement of the parties, in writing.

STEP THREE: If the grievance is not resolved in the steps above specified, and arises out of a claimed violation, misinterpretation or inequitable application of any part of this Agreement, the Union may within ten (10) days of receipt of the decision of the Commissioner or time it was due, submit the grievance to Arbitration in the manner provided by the Public Employment Relations Board. Subject to the provisions of Article 75 of the Civil Practice Law and Rules, the decision of the arbitrators shall be binding upon the parties to the proceeding. The cost of arbitration shall be shared equally by the Employer and Local 2692.

No arbitrator functioning under this step of the grievance procedure shall have any power to alter, amend, modify, delete or change in any manner, any provision of this Agreement. The determination of whether an alleged grievance is subject to arbitration shall not be made by the arbitrator, but may be determined in a proceeding under Article 75 of the Civil Practice Law and Rules. The arbitrator shall have only the power to interpret what the parties to this Agreement intended by the specific clause in the Agreement which is at issue.

The "grievance" shall not apply to any matter as to which method of review is prescribed by law, rule or regulation of the State of New York.

The failure to assert or appeal a grievance within the times above specified will be deemed an abandonment thereof.

The aggrieved employee(s) may be accompanied and represented by a spokesman of his selection at any step of the grievance procedure above provided.

SECTION 4
OVERTIME AND CALLBACK

The City shall pay overtime and callback to employees of the Fire Department at the rate of straight time for hours worked beyond their regular work week. Effective January 1, 1998 all overtime shall be subject to three (3) hour minimum pay at straight pay. Any and all overtime pay incurred in one month shall be paid within the month following the month in which the overtime occurred. Anyone held beyond 07:00 hours shall be paid to the nearest half hour. Employees who are called back shall remain at work until released by the officer in charge.

SECTION 5
RETIREMENT BENEFITS

The City agrees to implement the twenty (20) year retirement plan. The City shall provide the twenty (20) year one half pay regardless of age under the provisions set out in Section 384-d of the New York State Retirement System.

SECTION 6
HOSPITALIZATION INSURANCE

The City will provide the Empire Plan Health Insurance (core plus medical enhancements). The parties agree that upon thirty (30) days notice to the Local, the City may change health insurance programs so long as the benefits of the new program are equivalent to the current benefits. If the Local does not agree that the new plan is equivalent to the current plan, the matter may be presented to an arbitrator on the issue of equivalency.

The City shall also provide the current MVP benefit plan. If MVP changes the current health insurance medical or prescription co-pays, the City shall provide the least expensive co-pays offered. (Effective upon ratification and approval).

Employees shall contribute 15% of their health insurance premium.

Employees who retire during the term of this agreement, and who elect to receive individual health insurance, shall receive and contribute towards said health insurance pursuant to City policy, including any changes herein. Said employee shall be permitted to convert one-half of their unused sick leave accumulation into earned vacation time, which time shall not exceed 500 working hours.

Any employee who retires after the execution of this Agreement and who elects to receive family health insurance, and who has 1,000 accumulated sick leave hours or less ~~may elect to convert those hours into earned vacation time, which conversion shall be at a rate of one-half.~~ Any unused sick leave in excess of 1,000 hours shall be placed in a sick leave bank, not to exceed 1,300 hours, at the employee's hourly rate at the time of retirement.

The value of said sick leave bank shall be used to pay the retiree portion of the health insurance premium (effective upon ratification).

An employee who does not elect to receive payment for the sick leave conversion may place a maximum of 1.300 hours into the sick leave bank for retiree's dependent health insurance premiums only. When the sick leave bank has been exhausted, the retiree shall contribute toward retiree health insurance, pursuant to the City's policy, and any changes therein.

An employee who elects not to receive health insurance from the City, and who provides proof that said employee is covered by health insurance from another source, will receive an insurance buy-out from the City in the amount of \$2, 500.00 in the first paycheck in the following December of the year in which the employee did not receive health insurance. An employee who elects not to receive health insurance, shall notify the City in November that the employee elects not to receive health insurance for the following year. The employee shall receive the payment in the following December. Employees who elect to receive the \$2, 500.00 shall only be eligible if they have not received the health insurance for the full calendar year, with the exception of 1998, which shall be prorated for each month in which the employee will participate.

The City shall also provide the police dental plan (Prime Blue Dental) for all active employees. An employee may elect dependent coverage at the cost to the employee.

SECTION 7 **SICK LEAVE**

The purpose of paid sick leave is to reasonably assure the receipt of income by the employee during one or more periods of illness or injury that prevents a firefighter from performing his duties, and does not exceed the employee's accumulated sick leave credits. An employee shall not be permitted to engage in other employment if absent on sick leave on a duty day. Under no circumstances is sick leave to be earned credit to be used for any other purpose. An employee covered by this Agreement contracting or incurring any sickness or disability not connected with this employment which renders such employee unable to substantially perform the duties of his employment, shall receive sick leave with pay as herein provided. Sick leave credits shall accrue at the rate of eight (8) working hours for each month of continuous employment by the Employer and may be accumulated with no maximum limits.

To be eligible for paid leave, an employee shall notify the Chief or the Officer in charge of his shift at least twenty-four (24) hours in advance, unless the emergency nature of his illness prevents the giving of such notice. If such employee is absent for two (2) or more consecutive twenty-four (24) hour duty days, he may be required to submit a medical certificate to the Chief of the Fire Department, substantiating such illness.

Sick leave time shall not be paid unless (1) the employee notifies the Employer as above required, and (2) his illness confines him to his home except for visits to his physician. A medical certificate must be furnished by or in behalf of the employee during any extended illness upon request of the Employer.

An employee shall not be permitted to consume with forty (40) working hours of his accrued sick leave except upon presentation of a medical certificate. An employee whose records indicate continual consumption of sick leave credits may be required to submit to a physical examination at the Employers' expense by a physician of its choice. The Employer shall take such corrective steps as may be deemed necessary in individual cases, including, when warranted, the suspension or discharge of an employee abusing the privilege.

Where an employee's injury or illness is covered by 207-a General Municipal Law or other form of insurance provided by the Employer, the employees must claim such other benefits. However, he shall receive the earned sick leave allowance, to which he may otherwise be entitled, which, when added to such other payment, will equal his regular straight time pay.

Any new employee(s) hired shall have automatic sick leave credits of seventy-two (72) hours at the time of hire. If in fact said employee uses the seventy-two (72) hours sick leave or any portion thereof prior to the time he has accumulated sufficient sick leave as described in this section, said employee shall reimburse the seventy-two (72) hour sick leave credits or portion thereof that he uses prior to this accumulation, through later sick leave accumulation in future year or years.

An employee who retires under the retirement plan of the Employer may convert one half of his unused accumulated sick leave into earned vacation time. Such additional time not to exceed 500 working hours.

An employee who is totally disabled from the performance of all the duties of his employment due to a heart attack shall receive up to six (6) calendar months of paid sick leave during the continuance of such disability. He shall submit to a physical examination as the Employer may request from time to time to verify the nature, extent and continuance of such disability. Such examination shall be made by physicians selected by the Employer and at the Employer's expense. If physically capable of performing light or restricted duties, he may perform such duties when so assigned by the Employer. If an employee uses all of his earned sick leave through no fault of his own, he may apply to the Commissioner of Public Safety, Chief of the Fire Department, Mayor and Common Council for an extension. This right shall also include new employees.

SECTION 8
WORK WEEK AND WORK HOURS

Tour of Duty (shifts) for fire department personnel shall be twenty-four (24) hours: twenty-four (24) hours on duty and seventy-two (72) hours off duty. The duty shift shall commence at 07:00 hours and continue through 07:00 hours the following day.

SECTION 9
SAFETY AND HEALTH

SUBSECTION 1- INTRODUCTION

The Employer agrees to provide the highest standard of safety and health in the Fire Department in order to eliminate as much as possible: accidents, death, injuries, and illness in the fire service. Nothing contained in this Section 9 shall be construed to bind the City to make expenditures to acquire or introduce new equipment or procedures.

SUBSECTION 2- JOINT SAFETY AND HEALTH COMMITTEE

Within ninety (90) days of the signing of this Agreement, the parties shall establish a joint labor management committee to discuss the Rules and Regulations of the Fire Department and other issues of mutual concern. The Committee shall meet upon request of either party.

SUBSECTION 3- FIREFIGHTER SAFETY AND HEALTH TRAINING

The Employer shall provide all employees with full and complete training in the safety and health problems of the work environment and the use and proper maintenance of protective devices. The Employer agrees to provide a continuing program of safety and health education for all employees to develop an ongoing safety awareness attitude. In the event of the introduction of new technology or other changes in the work processes, the employees affected shall be fully trained in all the health and safety aspects of the new procedures, work process or equipment.

SECTION 10
NEGOTIATION OF CONTRACT

When requested by Local 2692, the Employer will resume negotiations on or about June 15, 2010 for the 2011 contract.

SECTION 11A
AUTHORIZED ABSENCE

In the discretion of the Common Council, a permanent, full-time employee may be granted a leave of absence without pay for a period not exceeding one (1) year, provided there is sufficient medical justification stipulated by written documentation of a physician, or sufficient personal reasons acceptable to the Common Council.

In order to be eligible for unpaid medical leave of absence, the employee must have exhausted all sick leave accruals, unused vacation days, personal leave days and compensatory time.

A leave of absence for employment with other than the City of Oneida shall not be approved.

During a leave without pay, all benefits provided an employee shall be discontinued unless the employee assumes all costs. No longevity or seniority shall be earned during the unpaid leave period. No sick leave, vacation leave or personal leave credits shall be earned.

Upon the expiration of a medical leave without pay, the employee shall be reinstated to the position which he/she occupied at the time the leave was granted, provided that the employee submits to the department Chief a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his/her assignment. No employee will be allowed to return to work who has failed to present such physician's statement.

An employee who obtains a leave of absence by false pretense or who fails to report to work on the expiration of any leave will be deemed to have resigned.

The City shall have the option of requiring an employee to be examined by a physician, chosen by the City and at the City's expense, prior to granting an employee a leave of absence.

SECTION 11B
FAMILY MEDICAL LEAVE OF ABSENCE POLICY

The provisions of the City's Administrative Policy on Family and Medical Leave, distributed to all employees as Appendix A to the City of Oneida Employee Handbook, shall be followed. The City reserves the right to modify the Policy as necessitated by law. Any proposed modifications will be discussed in labor/management.

SECTION 12
BEREAVEMENT LEAVE

Up to two (2) consecutive duty days leave may be granted to an employee in case of death in the immediate family by the Chief of the Fire Department. A longer allowance may be granted by the Chief should there be extenuating circumstances which, in his opinion, warrant such extension, providing the employee(s) make a written request for the same. Immediate family shall be defined as: father, mother, father-in-law, mother-in-law, brothers, sisters, wife, children, step-children, step-parents, or member of the household, or if the employee is vested with major responsibility for the deceased's affairs. The Officer in charge must be notified in all cases. Total allowance for a fiscal year may not exceed ten (10) days except as provided above. In-laws, other than above, and relatives by marriage are excluded from this classification, unless there are extenuating circumstances in the opinion of the Chief.

One day bereavement leave may be granted to attend a funeral of a blood relative other than immediate family as defined above. Up to a half day shall be granted for attendance at any other funeral. These allowances shall be included in the ten (10) days maximum stated above.

SECTION 13
PERSONAL LEAVE

Employees covered by this agreement shall be permitted paid personal leave not exceeding twelve (12) working hours in any one calendar year for personal business of an urgent nature which cannot be transacted outside the employee's work schedule. This shall not include shopping, lengthening a holiday, weekend, vacation or used in any manner as though personal leave were a form of earned vacation.

Except for emergency situations, arrangements for personal leave shall be made by the employee with Chief of the Department, or Shift Commander in his absence, at least forty-eight (48) hours in advance of the taking of such leave.

SECTION 13A
MILITARY LEAVE

Leave for military reserves training shall be granted with pay as prescribed by law. Leave for departmental Civil Service Examination shall be granted with pay as prescribed by law.

SECTION 13B
EDUCATION LEAVE

Where training/school does not require an overnight stay: If an employee is off duty, reimbursement will be for the duration of the school, including travel time. When an employee is on duty, that employee returns to their duty position. Employees will be

paid upon successful completion of the course and submission of a course certificate to the Fire Chief.

Where training/school requires the employee to be gone for a greater period of time (more than 1 day requiring an overnight stay, but less than 5 days), the following will apply: The Chief, at his discretion, may either pay that employee for the hours of school and travel time or exchange the time for a duty day. Any time in addition to the exchanged duty day will be paid to the employee at their regular rate of pay.

Where training/school requires the employee to be gone for 5 days, and the employee only has 1 duty day during the 5 day period, the employee can elect to take an additional duty day off or be paid the difference between class time, travel time and scheduled duty time.

Example: Class time – 40 hours, travel time 5 hours, total 45 hours; scheduled to work Wednesday 24 hours, employees option of a day off or 21 hours of overtime.

Example: Class time – 40 hours, travel time 5 hours, total 45 hours; scheduled to work Monday and Friday 48 hours, employee will be paid overtime for 5 hours of travel time.

SECTION 13C **COURT LEAVE**

The Employer shall grant leave with pay to any employee for the period of time he is required by subpoena to appear before a court judge, justice, magistrate, or coroner as a defendant, witness or party to, in any manner whatsoever dealing with the performance of their duties.

SECTION 13D **JURY DUTY LEAVE**

(a) Employees shall be granted a leave of absence with pay when they are required to report for jury duty or jury service. An employee must notify his immediate supervisor no later than his first scheduled shift following receipt of a notice of selection for jury duty or examination, and must provide proof of the necessity of such service to his Department Head.

(b) Employees are required to work all available reasonable hours outside of those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.

(c) The City shall have the right to seek a waiver from jury duty for the employee. Employees exempted from jury duty must accept the exemption or shall not be paid by the City for such time.

(d) An employee on jury duty shall receive his/her regular pay less the allowance paid to jurors.

SECTION 14
HOLIDAYS

All fire department employees shall be entitled to the following holidays:

New Year's Day
Third Monday in February
Good Friday
Last Monday in May
July 4th
First Monday in September
Second Monday in October
Veteran's Day
Thanksgiving Day
Day After Thanksgiving (Effective 1/1/05)
Christmas Day

In addition to his regular pay, in lieu of holiday time off, each employee, whether or not working a particular holiday, shall be paid, by separate check, a holiday allowance computed at 88 times his hourly pay rate. Holiday pay allowance shall be paid on the week of the second payroll period in October. Upon the death of an employee, earned but unpaid holiday shall be paid to the employee estate.

An employee shall be permitted time off to vote on Election Day not exceeding two (2) consecutive hours if he would not otherwise have two (2) non-working hours when polls are open.

SECTION 15
VACATIONS

Vacation time for employees shall be as follows:

After 1 year of service	4 working days (24 hour days);
After 5 years of service	6 working days (24 hour days);
After 15 years of service	8 working days (24 hour days);

Increased vacation hours shall be credited to the employee on January 1 of the calendar year in which his fifth and fifteenth employment anniversaries occur.

New employees who have completed one year of continuous service shall have their vacation credited to them as of January 1 each year. When a new firefighter has less than 12 full months of continuous service prior to January 1, he shall be credited (on January 1) with vacation prorated on the basis of the number of months of service completed by January 1.

Vacation requests shall be submitted to the Fire Chief by the 28th of February for the year in which vacations are scheduled to be taken. Employees may carry over up to four (4) working days of earned vacation time in order to take a more extended vacation in a single year with prior approval of the Fire Chief of the Fire Department. In scheduling of vacation days, said vacation days shall take precedence over Kelly days during the year, provided that only one person shall be allowed leave on his scheduled shift, and in addition, seniority in rank and grade shall prevail in connection with the scheduling of vacations only, so that the senior employee in rank and grade with accumulated vacation days shall have the right to make the first request in connection with the scheduling of vacations but no Kelly Days as to time and dates of those vacations.

Notwithstanding, any other provisions of the law, an employee shall be entitled to be paid in cash at the time of his retirement, resignation or discharge from the City, pursuant to the provisions of the Civil Service Law of the State of New York and the United States Fair Labor Standards Act, for monetary value of the unused vacation time standing to the credit of such employee at the time of his separation.

Upon the death of any employee of the Fire Department while in the service of the City, such payment shall be made to the employee's designated beneficiary.

SECTION 16 **KELLY DAYS**

As of December 31st of each year, all earned but unused Kelly Days will be paid to the employee(s) at his overtime rate of pay for that year, if the unused balance was through no fault of the employee. Under no circumstances will Kelly Days be accumulative.

Kelly Day requests shall be submitted to the Fire Chief by the 28th of February for the Year in which earned.

Scheduling of six (6) Kelly Days shall be the responsibility of the Fire Chief and will be taken during the year in which they are earned in accordance with the following provisions, only one person per shift shall be allowed leave per day.

1. Two (2) Kelly Days may be used at any time during the year as floating days.
2. August 1st of each calendar year the Fire Chief will review Kelly Day availability for those individuals who have not used their two (2) floating Kelly Days. Every effort will be taken to use floating Kelly Days before the end of the year.
3. Rescheduling of Kelly Days will be allowed with the approval of the Fire Chief, subject to the conditions of item "1".

SECTION 17
LONGEVITY

Longevity payments for continuous service shall commence on the employee's fifth, tenth, fifteenth, and nineteenth anniversary dates of employment.

Effective January 1, 2008, longevity increments shall be paid as follows:

Years of Service

Five (5) years of service	\$750.00
Ten (10) years of service	\$1,000.00
Fifteen (15) years of service	\$,1250.00
Nineteen (19) years of service	\$2,250.00

SECTION 18
ANNIVERSARY DATES

Refer to the agreement sections noted below for calculation of salary increases, longevity, vacation increases and new employee steps to top of grade.

Salary increases: Salary increases shall be as set forth in **Section 25, Wages.**

Longevity: Longevity for continuous service in the department shall be added to the regular salary as set forth in **Section 17, Longevity.**

Vacation increases: Increased vacation hours shall be credited to the employee as set forth in **Section 15, Vacations.**

New employee steps to top of grade: New employees shall reach top of grade in 4 years as set forth in **Section 25, Wages**.

SECTION 19 **CLOTHING ALLOWANCE**

The employer shall provide a uniform allowance to current employees of the Fire Department of \$500 annually, up to \$75 of which may be used for alterations and/or dry cleaning. For new hires, the following items will be purchased:

Dress hat	Complete set of turnout gear
Dress uniform blouse	a) fire coat
White dress shirt	b) fire pants
Uniform tie	c) leather fire boots
Black leather belt	d) leather gloves
Uniform shoes	e) fire hood
4 uniform work shirts	f) fire helmet
4 pair work pants	g) ¾ length rubber boots
Uniform station jacket	h) flashlight
4 pair work socks	I) webbing and prussic rope
2 nametags	
2 shirt badges	
1 hat badge	
1 wallet badge	
2 packages white t-shirts	
2 OFD navy t-shirts	
1 OFD job sweatshirt	
1 OFD tie bar	

The uniform allowance shall include those items specified in the Rules and Regulations governing Oneida Fire Department and, as agreed upon at Labor Management, and their maintenance. It shall not include protective gear or other necessary fire fighting equipment customarily furnished by the Employer.

When the employee retires, his clothing allowance will be prorated by the number of months worked during their final year. Any employee expending more money than allowed will have their severance package adjusted accordingly.

SECTION 20 **REHIRED EMPLOYEES**

Those employees who voluntarily leave the employment of the Fire Department of Oneida and who are rehired to work for the City within one (1) year of termination shall have their accrued seniority restored. There shall be no accrual of seniority while the individual is absent from City employment. An employee who is rehired within the

provisions as described above shall have their original date of hire adjusted by the subtraction of any time not in the employment of the City. For example, if an employee had an original hire date of January 1, 1981, and left City employment on January 1, 1983, and was subsequently rehired by the City on July 1, 1983, the employee's adjusted hire date would be July 1, 1981, for the purpose as they relate to this agreement only.

SECTION 21
MISCELLANEOUS PROVISIONS

1. To the extent permitted by law, all full-time employees (temporary and/or probationary) shall be enrolled in the retirement system at the time of hire, and shall receive fringe benefits computed on length of service measured from the date of employment. Also, probationary and full-time temporary employees shall be entitled to hospitalization insurance from the first day of the month following the date of employment.

2. A permanent employee who is to be retired or laid off for other than disciplinary reasons shall be given four (4) weeks advance notice by the Chief of the Fire Department. An employee who plans to resign shall likewise give four (4) weeks written notice to the Chief of the Fire Department in order to be eligible for any accumulated and unpaid benefits hereunder.

3. The Employer shall pay for all personal property such as but not limited to eyeglasses, dentures, watches and clothing damaged or destroyed while engaged in the performance of their assigned duties providing such loss is accidental and casually related to the performance of such duties and not the result of the employee's neglect or carelessness. Such payment shall be made after the furnishing of proof as to the value of the property to the Chief of the Fire Department. Reimbursement shall be limited to a cap of \$300.00 per incident unless otherwise deemed appropriate by the Common Council.

4. An employee using his personal vehicle in the performance of his official duties with a prior authorization of the Chief of the Fire Department shall be compensated for such use at the highest prevailing City rate paid for mileage in existence by the City of Oneida at the time of the use, upon presentation of a paper voucher countersigned by the Chief of the Fire Department or his authorized representative.

5. The President or designated officer of the Union shall be permitted a total of sixty (60) working hours in a calendar year, with pay, to attend to Union business, subject to the approval of the Fire Chief, which may be conditioned with regards to staffing levels at the time of the request. Union leave shall be taken at a three hour minimum. In case the President of the LOCAL is disabled and is not able to perform his duties as President, the Vice President shall receive his remaining time until the President returns to his duties as President. The time, when scheduled, shall take preference over all other days off requested by other employees. This is intended to be a no cost item in terms of minimum shift levels.

6. Compensation for earned time shall be paid in advance of the employee taking his vacation upon notification to the Chief and request made therefore at least two (2) weeks prior to the preparation of the payroll preceding the taking of such vacation.

7. The custom of permitting employees two (2) hours off to be with their families for dinner on Christmas Day and Thanksgiving Day shall be continued.

8. Employees shall observe Holiday routine on all holidays and Sundays. This routine will exclude employees from performing duties other than normal house work and responding to calls, except training not completed during the week.

9. Fire personnel shall maintain the interior of the fire Department building with the exception that they shall not be required to do any painting, carpentry, electric, (except Fire Alarm work), plumbing or heating work. The employees shall not be required to do any work to the exterior to the Fire Department building or grounds, nor shall they be responsible for any new construction until its completion.

10. The Employer shall provide a minimum of two (2) weeks of orientation for all new employees hired. All new employees shall work eight (8) hours a day Monday through Friday for this period of orientation until he is familiar with the day to day duties of the Fire Department as well as the use and operations of equipment.

11. The one hundred (100) hours mandated training shall not be more than four (4) hours at a time nor be performed after twenty hundred (20:00) hours.

12. The Fire Chief shall be permitted to perform bargaining unit work where additional personnel is needed do to the absence of bargaining unit members as a result of personal leave, union leave or employee training. In other situations where bargaining unit members are replaced, they shall be replaced by other bargaining unit members.

13. Holiday pay, health insurance buyout and other eligible contractual payments may be placed in the City's tax deferred plan in compliance with plan regulations and limitations. This provision shall be effective as soon as practicable.

14. Any employee that resigns within the first four (4) years of employment shall reimburse the City on a prorated basis (25% per year) for the cost of attending recruit training and for the cost of their uniforms.

SECTION 22 **BULLETIN BOARD**

The Employer shall provide a bulletin board for the exclusive use of Local 2692 for the purpose of posting Local notices provided only that such notices shall be clearly identified as Local notices. Said board shall be located as mutually agreed upon by the Chief and Local 2692.

SECTION 23
TERMINAL BENEFITS

An employee whose employment is terminated by discharge or who resigns in lieu of dismissal shall forfeit all terminal benefits.

In the case of the death of an employee, terminal benefits due shall be paid to the estate of the employee.

Terminal benefits due shall be paid at the regular straight time hourly rate of compensation earned by the employee at the time of termination.

SECTION 24
DUE PROCESS HEARING (new provision 1/1/98)

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. The cost of the hearing shall be shared equally by the City and Local 2692.
2. The article shall not apply to administrative matters, including, but not limited to grievances and arbitrations, where an existing procedure is in effect, in which case said procedure will be followed.

SECTION 25
WAGES

Employees shall be paid as follows for the duration of the contract. All bargaining unit member raises take effect on January 1 of each year of the contract. All bargaining unit members must maintain current EMS certification as required by the City.

	Effective 1/1/08 4%	Effective 1/1/09 4% (on 2008 salary plus added to base)	Effective 1/1/10 \$750 4%
RANK			
Firefighter (Top of Grade)	46,718	49,367	51,342
Fire Lieutenant	49,756	52,526	54,627
Deputy Chief	52,988	55,888	58,124

Employees hired after January 1, 2001 shall start at \$11,000 less than the current top of grade until completion of the State required certification and training.

His salary shall then go to \$10,000 less than the Top of Grade for the first year.

At the start of his 2nd year anniversary date of employment, his salary shall be set at \$7500 less than Top of Grade;

At the start of his 3rd year anniversary date of employment, his salary shall be set at \$5000 less than Top of Grade;

At the start of his 4th year anniversary date of employment, his salary shall be set at \$2500 less than Top of Grade;

At the start of his 5th year anniversary date of employment, his salary shall be set at Top of Grade.

In addition to base salaries, the following wages shall be added to employees performing the indicated job classifications:

EMSO (Emergency Medical Services Officer)	\$1000
Assistant EMSO	\$ 750
Training Officer	\$1000
Assistant Training Officer	\$ 750
Mechanic	\$1000
Assistant Mechanic(s)	\$ 750
S.C.B.A. Repairman	\$1000
Assistant S.C.B.A. Repairman	\$ 750

Fire Marshal	\$1200
Assistant Fire Marshal	\$1100

Fire Inspector(s)	\$1000
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The City agrees to maintain at least seven (7) inspector positions until December 31, 2010, except through attrition from the Fire Department.

Basic EMTD	\$1000
	(Effective 1/1/08)
	\$500
	(Effective 1/1/09)
	\$750
	(Effective 1/1/10)

EMT 2	\$1,750.00
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EMT 3	\$2,750.00
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Fire Extinguisher Inspector	\$500.00
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A. Effective upon ratification, a \$500 stipend to perform fire inspections only, which shall be prorated from the date of ratification.

B. Reinstatement back to the date of termination of the Fire Extinguisher Repairman (April 23, 2008), \$1000 stipend (prorated to date of ratification).

C. Upon ratification, the union agrees to withdraw the pending Improper Practice Charge with respect to the elimination of the Fire Extinguisher Repairman.

D. Upon ratification, the Fire Extinguisher Repairman will be eliminated and replaced by the Fire Extinguisher Inspector.

The City agrees to implement direct deposit as soon as practicable.

SECTION 25A
RESIDENCY

All employees of the Oneida City Fire Department, hired after January 1, 2003, and within twelve (12) months of appointment, shall live within the City of Oneida or within the area of a five (5) mile radius, by map (attached as page 35), from the intersection of Main and Oneida Streets. Residence outside the City itself shall not bar an

employee from promotions within the Fire Department or any other benefit accorded Fire Department employees.

SECTION 26
SICK LEAVE ACCOUNTING

The Chief, when requested by an employee, shall report to him, from time to time, the amount of accumulated sick days that said individual employee has to his credit at that time.

SECTION 27
OUT-OF-TITLE PAY

Any employee covered by this agreement who performs out title for a regular tour of duty of twenty-four (24) hours, in a rank higher than firefighter on express designation of or with the consent of the Chief, Commissioner or by an Officer in a rank higher than Lieutenant on an automatic basis for a continuous period of more than thirty (30) calendar days shall be compensated for all such duties at the higher officer's rate of pay for each day worked out of title, retroactive to the first day. The Chief or Commissioner will not arbitrarily change the designation of the assigned employee or the officer assuming the higher duties solely to avoid payment of the out of title rate pay. Working out of title assignment shall be determined on the basis of seniority as well as suitability, or by use of a firefighter or fire officer on an existing Civil Service Promotion List.

Any employee who is required to go "off-duty" as a result of a service related injury or illness while action "out-of-title" shall receive the compensation of his regular full time salary during such time as employee is "off-duty".

SECTION 28
PERSONNEL RECORDS

Employees shall be given a copy of any report which is to become a part of said employee's permanent record. Such reports shall include but not be limited to: injury reports, and any report which might be used by the Employer in future disciplinary proceeding. Of all reports, papers, and any other information presently in an employees' folder, the Chief shall make copies thereof and give such copies to each employee. An employee's personnel record may only be reviewed by authorized personnel, (refer to the City's Administrative Policy, Appendix E to the City of Oneida Employee Handbook), in accordance with the City's Administrative Policy on Official Personnel Files provided to all employees as Appendix E to the City of Oneida Employee Handbook. Any proposed modifications will be discussed in Labor/Management.

SECTION 29
PERSONNEL REDUCTION

The Employer, in its discretion, shall determine the staffing levels. If it is determined that layoffs are necessary, layoff and recall shall be governed by the Civil Service law and the City of Oneida Civil Service Rules. Employees shall be recalled in order of their seniority, last laid off first called back. No new employees shall be hired, whether permanent or temporary, until all laid off employees have been given ample opportunity to return to work.

Any employee(s) who is to be laid-off for other than disciplinary reasons shall be given four (4) weeks advance notice by the Chief of the Department.

SECTION 30
EMERGENCY LEAVE

When accidental injury or sudden illness involving an employee's spouse or child, or other emergency arises requiring the employees immediate presence at home or with such spouse or child elsewhere, the employee may temporarily leave his shift after first informing the officer in charge of the necessity for him doing so. If the officer in charge calls in an off-duty replacement, the time taken for the emergency leave shall be charged to the employee's personal leave, sick leave, Kelly days, or vacation time (in that order) unless he trades time with his replacement so that the City is not obligated to pay the off-duty employee for his services. If the emergency departure of an employee leaves a firefighter in charge of his shift, an off-duty officer shall be called in to head the shift during the employee's emergency absence.

SECTION 31
EDUCATION BONUS

The base salary for each employee who has completed and granted an Associate's Degree in Fire Science by an approved institution of higher learning shall be increased by two hundred fifty (\$250.00) and paid pro-rata for the year starting the first pay period following the finishing of proof to the Chief granting of such a degree.

SECTION 32
AGENCY SHOP

Employees are free to join or not join Local 2692. All present employees who are non-union members and who do not in the future become or remain members shall, immediately following a thirty (30) day period from the date of the signing of this Agreement, as a condition of employment, pay to Local 2692 each month a service charge as a contribution towards the administration of this Agreement an amount equal to the regular monthly dues (not including initiation fees, fines, assessments or any other charges required as a condition of acquiring or retaining membership) of the Local.

All new employees who do not become Local 2692 members after thirty (30) calendar days of employment shall, as a condition of employment, pay to the Local each month commencing after said date, a service charge that is a contribution towards the administration of this Agreement, an amount equal to the regular monthly dues (not including initiation fees, fines, assessments or any other charges required as a condition of acquiring or retaining membership) of the Local.

The union hereby agrees to indemnify the City and hold harmless the City regarding any claims and suits pertaining to Agency Shop deductions. This includes legal fees and other expenses and costs incurred in defending such claims and suits in any forum, and any judgments or awards resulting therefrom.

SECTION 33
DUES CHECK-OFF

Pursuant to the Public Employee's Employment Law (Article 14 of the Civil Service Law), the employer shall deduct Union membership dues from the pay of each employee in the Union.

Not later than the fifteenth (15) working day following the effective date of this Agreement, the Local shall give the Employer the amount of the dues deduction to be made pursuant to this Agreement and the deduction of the new amount shall begin in the first payroll period following the payroll period which the Employer received official notice from the Local for the new amount.

The monthly dues rate shall be deducted from each payroll period in each month of the calendar year.

Deductions for an individual employee shall begin in the first payroll period during which the Employer received official notification.

No later than the fifteenth (15) calendar day of each month, the Employer shall deliver or mail to the Treasurer of Local 2692 all dues deducted during the preceding calendar month together with a list of the employees for whom deductions were made.

Authorization shall not terminate while the employee is covered by this Agreement.

SECTION 34
UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union.

SECTION 35
UNION BUSINESS

Four (4) members of the Union Negotiating Team shall be allowed time off for all meetings and grievance procedures, which shall be mutually set by the Employer and the Union.

SECTION 36
DISCIPLINE AND DISCHARGE

No employees shall be disciplined or discharged without just cause and due process.

A hearing shall be held to investigate the charge prior to the imposition of discipline and discharge.

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

Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be imposed by the Employer. A notice of such discipline shall be in writing and served upon the employee. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice.

Service of the notice of discipline shall be made by the Chief of the Fire Department, if possible, and if such service cannot be effected by the Chief of the Fire Department, it shall be made by registered or certified mail, return receipt requested. The time limits for presenting a grievance as defined in this section will commence at the time of receipt of the notice of discipline to the employee.

If the employee disagrees with the disciplinary action imposed, the employee and/or Local 2692 representative may submit a grievance at Step 3 level of the GRIEVANCE PROCEDURE, as specified in Section 3 of this Agreement. Failure to submit a grievance within twenty-one (21) calendar days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the Association and the matter will be settled in its entirety.

An employee shall have the right to be represented in disciplinary matters by Local 2692 representative and/or Local 2692 legal counsel if the employee elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Chief of the Department and the employee may waive his rights to the procedure as outlined herein. Any

settlement agreed upon between parties shall be reduced to writing and shall be final and binding upon all parties.

No disciplinary action shall be commenced by the City more than one (1) year after the alleged act(s) for which discipline is being considered provided, however, that limitation shall not apply where the act(s) would, if proved in a court of appropriate jurisdiction, constitute a felonious crime. An employee may informally resolve a disciplinary matter by settlement with the Commissioner.

SECTION 37
NON-DISCRIMINATION

The parties of this Agreement agree not to discriminate against an employee because of race, color, creed, sex, national origin, marital status, or sexual orientation.

SECTION 38
GENDER

Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

SECTION 39
SENIORITY

Seniority means a employee's length of continuous service for the Employer from the employee's original date of hire s a full-time employee, as adjusted by the subtraction of any unpaid leave time whether authorized or not.

A full-time employee will acquire seniority after successfully completing the probationary period and such seniority will then date from beginning of employment. An employee shall forfeit all accrued seniority and, if re-employed subsequently, have only the status of a new employee, under any of the following conditions:

1. When the employee resigns from employment with the Employer and is not rehired within one (1) year, or
2. When the employee is discharged for just cause, or
3. When the employee retires, or
4. When the employee fails to return to work at the expiration of an authorized leave of absence.

SECTION 40
SHIFT EXCHANGE

The Chief of the Fire Department or the Officer in Charge may, at their sole discretion, grant the request in advance of any two (2) members of the Fire Department to exchange tours of duty or days off, without a change in pay, and requiring no overtime payment provided that, they are able and willing to make the exchange. The City shall have the right to limit the number of shift exchanges. Any shift exchange shall not leave either shift without an officer.

SECTION 41
TRANSFERS

In the event of a job opening due to promotion, transfer, demotion, retirement or demise of an employee, all such positions shall be announced by bulletin which shall be posted in convenient locations accessible to all employees for a period of at least fourteen (14) calendar days. Such positions shall be considered open for written bids for this fourteen (14) calendar day period.

SECTION 42
HOSPITALIZATION FOR WIDOWS

The City shall maintain the present hospitalization program for a widow and her dependents currently designated on the insurance policy after the death of an active employee. The Employer shall maintain said policy until the widow remarries or dies. The widow of a deceased retiree, who converted unused sick leave into a sick leave bank to pay the full difference between family and individual health insurance, may apply the value of the unused sick leave bank for health insurance upon the death of the retiree. Upon exhaustion of the sick leave bank, the widow shall pay the full cost of health insurance, as per City policy.

SECTION 43
MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the City are retained by it, including, but not limited to the right to determine the mission, purpose, objectives and policies of the City, to determine the facilities, methods, means and number of personnel required to conduct City programs; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with applicable law and the provisions of this and the provisions of this Agreement. All of these rights shall be recognized if not in conflict with the provisions of this Agreement.

SECTION 44
FAIR LABOR STANDARDS ACT

When applicable, any items not covered under this Agreement, the City shall abide by the United States Fair Labor Standards Act.

SECTION 45
SEPARABILITY

This Agreement shall be governed by the Constitution, the Public Employees Fair Employment Act, other provisions of the Civil Service Laws, the Judiciary Law, Resolutions, Ordinances and Local Laws of the Government not inconsistent with the Civil Service Law, the Judiciary Law, or this Agreement. In the event any provisions in this Agreement are inconsistent with any General, Special, Local Law or Ruling of the State Department, any such provisions shall be of no effect, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until successor negotiations are reopened.

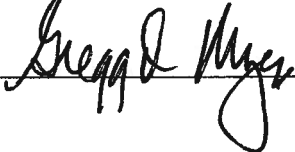
SECTION 46
TOTAL AGREEMENT

This Agreement shall constitute the full and complete understanding between the parties and may not be changed in any respect unless by further written Agreement between the parties.

THE CITY OF ONEIDA

By: 

**ONEIDA PAID FIREFIGHTERS ASS'N
LOCAL 2692**

By: 

STATE OF NEW YORK:
COUNTY OF MADISON: ss:

PETER HEDGLON, being duly sworn, deposes and says: that he resides in the City of Oneida; that he is the Mayor of the City of Oneida, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed by order of the Common Council of the City of Oneida; and that he signed his name thereto by like order.

Sworn before me the 18th day of Sept, 2008.

SANDRA L. REDINGTON
Notary Public, State of New York
No. 01RE6035468
Qualified in Madison County
Commission Expires Jan. 3, 10

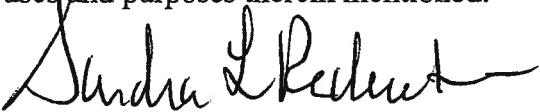


NOTARY PUBLIC

STATE OF NEW YORK:
COUNTY OF MADISON: ss:

On the 18th day of Sept, 2008, before me personally appeared GREGG MYERS, to me known to be the person who executed the foregoing Agreement and who being duly sworn by me, did depose and say that he is the President of the Oneida Paid Firefighters Association, Local 2692, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said Oneida Paid Firefighters Association, Local 2692, for the uses and purposes therein mentioned.

SANDRA L. REDINGTON
Notary Public, State of New York
No. 01RE6035468
Qualified in Madison County
Commission Expires Jan. 3, 10



NOTARY PUBLIC

APPENDIX "A"

BENEFITS UNDER SECTION 207-a, GENERAL MUNICIPAL LAW

Any fire department employee covered by Section 207-a of the General Municipal Law shall receive the benefits required thereunder. Benefits available to the employee under hospital, medical, workers' compensation and no-fault insurance provided by the City shall be claimed by the employee and shall be credited to any payments otherwise required under Section 207-a.

Part 1: INTENT (remainder of Appendix "A" new 1/1/98)

- A) In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-a of the General Municipal Law satisfy the interest of those potentially eligible for its benefits, the City of Oneida, and the public, the following procedures shall be utilized to make determinations in regard to benefits authorized by Section 207-a.
- B) This procedure is intended to be a supplement to the express language of Section 207-a of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-a of the General Municipal Law.
- C) The term "firefighter," as used therein, shall include all paid members of the Fire Department who perform firefighter duties.

Part 2: NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

- A) A firefighter who claims a right to benefits under Section 207-a of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make written notice and application for those benefits to the Chief, or his designee, within thirty (30) days of when the firefighter reasonable should have known that the illness or injury would give rise to the claim on the form which is made a part of this procedure.
- B) The firefighter shall provide authorization for the City to obtain copies of his relevant medical records from his treating physician or other health care provider and the City will provide the firefighter, without cost, and within five (5) work days from receipt of same, a copy of the records and reports produced by any physicians or experts who examine the firefighter on behalf of the City.

Part 3: STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

- A) The firefighter shall be placed on sick leave pending determination of his eligibility for Section 207-a benefits. Pending determination of eligibility for Section 207-a benefits, sick leave shall be advanced to a firefighter where an injury or illness is clearly demonstrated *prima facie* to have been the result of performance of duties. The determination shall be made within the time provided in Part 4 of this procedure. If the firefighter has no available sick leave, he may use vacation, personal leave, Kelly days or compensatory time to remain on the payroll.
- B) In the event that it is determined that the firefighter is entitled to Section 207-a benefits, the City shall credit back to him all leave which he expended prior to the determination.
- C) In the event that it is determined that the firefighter is not entitled to Section 207-a benefits, he will be permitted to use sick leave, vacation, personal leave, Kelly days and compensatory time provided he remains medically unable to perform the duties of his position.

Part 4: BENEFIT DETERMINATIONS

- A) The City shall promptly review a firefighter's application for Section 207-a benefits and shall determine his eligibility within thirty (30) calendar days after the City receives the application.
- B) In determining the application the City may require a more detailed statement from the firefighter than that contained on the application. The City may take statements from witnesses and may send the firefighter to a physician or physicians of its choice for examination at the City's expense.
- C) The determination of the City will be made in writing to the firefighter, setting forth the basis for the determination. In the event that the application is denied, the City will simultaneously provide the firefighter, without cost, a copy of all medical information produced or acquired by it, in connection with the firefighter's application and determination for Section 207-a benefits. The City will continue to provide the firefighter with additional medical information subsequently produced or required.

Part 5: ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-a, the Department, acting through the Chief, or the Chief's designee, may assign a disabled firefighter specified light duties, consistent with his/her status as firefighter. The Chief, or the Chief's designee, prior to making a light duty assignment, shall advise the

firefighter receiving benefits under Section 207-a that his/her ability to perform a light duty assignment is being reviewed. Such a firefighter may submit to the Chief, or the Chief's designee, any document or other evidence in regard to the extent of his/her disability. The Chief or the Chief's designee, may cause a medical examination or examinations of the firefighter, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled firefighter to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the firefighter's ability to perform a proposed light duty assignment and other pertinent information, the Chief, or the Chief's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. A firefighter ordered to light duty shall either comply with the order or face loss of benefits of Section 207-a following a hearing pursuant to Section 7 of this procedure with regard to the firefighter's physical ability to perform the light duty assignment. It is understood that assignment to light duty is the nature of a "make work" assignment and that a firefighter so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time. Light duty shall not be assigned in an arbitrary or capricious manner.

For light duty purposes only, a firefighter assigned to light duty may be temporarily reassigned from one platoon to another in order to accommodate the needs of the Department. If more than one firefighter is in a light duty assignment on the same platoon, seniority will prevail in determining which firefighter will move to another platoon. A reassigned firefighter will not forfeit his/her previously chosen vacation or hours reduction block. A firefighter assigned to light duty may be reassigned to Monday through Friday work week, with hours per day to be determined by the City's physician.

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

Part 6: TERMINATION OF BENEFITS

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

Part 7: DISPUTE RESOLUTION PROCEDURE

In the event that the City denies an application for Section 207-a benefits, or fails to provide its position within ninety (90) days of receipt of the completed application and receipt of all medical reports and information, seeks to discontinue Section 207-a benefits, or there is a dispute about whether a firefighter is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The party seeking to utilize this Dispute Resolution Procedure shall file the Demand for Arbitration. The determination of the arbitrator shall be final and binding on the City and the firefighter, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitration equally. Notwithstanding the foregoing, the Union retains the right to delegate to an individual member the opportunity to pursue the member's entitlement under this Procedure.

Part 8: DISABILITY

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

Part 9: CONTINUATION OF CONTRACT BENEFITS

While on leave pursuant to Section 207-a, for a period of six (6) months or less, a firefighter shall continue to accrue all economic fringe benefits provided by the Collective Bargaining Agreement. After six (6) months in any calendar year or continuous period of time, the firefighter receiving 207-a benefits shall be entitled to the payment of salary and longevity, and any contractually mandated health insurance benefits.

Part 10: OUTSIDE EMPLOYMENT

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

Medical Release

I do hereby authorize any physician, chiropractor(s) or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the City of Oneida, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my past or present physical condition and treatment rendered therefore.

Signature of Firefighter

Printed Name of Firefighter

Date

New York State Policeman &
Firefighter's Retirement System
Governor Smith State Office Building
Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the City of Oneida Fire Department, I hereby submit the following report:

Name of Injured Firefighter

Registration Number

Address

Date of Incident

Time of incident

Description of Injury:

Medical care required:

Remarks:

Signature of Firefighter

Witness to Injury

Date

City of Oneida 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**

- 12a. _____
Name of Witness(s)

- b. _____

- c. _____

- 13a. _____
Name of Co-Employees at the Incident Site

- b. _____

- c. _____

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

15. Where did the incident occur?

Specify. _____

16. 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)

17. When was the incident first reported? _____
To Whom? _____ Time? _____

Witness (if any)

18. Was first aid or medical treatment authorized? _____
By whom? _____ Time? _____

19. Name and Address of attending physician _____

20. Name of hospital _____

21. State nature of injury and part or parts of body affected _____

22. Will the firefighter be returning to duty? _____

When? _____

Date of Report

_____, New York

Signature of injured firefighter

City of Oneida Fire Department

5 mile radius from Oneida Fire Department

PJH

9-18-08

LGM

