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LABOR CONTRACT

BETWEEN

THE CITY OF ONEIDA

AND

ONEIDA PAID FIREFIGHTERS
ASSOCIATION
LOCAL 2692

January 1, 2019 – December 31, 2021

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THIS AGREEMENT made this 4th day of December 2018, 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, Inspectors, S.C.B.A Repairmen, and any new specialization in the Department that may develop, excluding the Chief and the Assistant 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 ten (10) 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 five (5) 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 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. All overtime shall be subject to three (3) hour minimum pay at straight pay, except, effective January 1, 2012, overtime incurred due to callback resulting from employees(s)' use of personal time shall be subject to one (1) hour minimum pay at straight pay. Any and all overtime pay incurred within the 28 day pay cycle shall be paid in the paycheck immediately following the 28 day pay cycle 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. Payroll is to be received in the comptroller's office no later than Monday morning of a payroll week. If overtime cannot be processed due to timing, it will be processed in the next payroll.

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.

Chapter 504 of the Laws of 2009 added a new Tier 5 (Article 22) to Retirement Law. Employees who join the Police and Fire Retirement System on or after April 1, 2013 are covered under Special Plan 384-d, Tier 6, and are required to contribute a specific percentage of their gross earnings as dictated by the NYS Retirement System.

SECTION 6
HOSPITALIZATION INSURANCE

The City shall provide the Excellus Blue PPO Option I health insurance plan. 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 reserves the right to offer alternative health insurance plans in addition to the Excellus Blue PPO Option I. It shall be the employee's option whether to enroll in an alternative plan and the employees shall always have the ability to re-enroll in the Excellus Blue PPO Option I within the established enrollment period.

Employees shall contribute nineteen percent (19%) of the health insurance premium (individual or family) annually effective 1/1/2019. Contributions for health insurance premiums shall be payroll deducted, equally, over 24 pay periods. The City will contribute 50% of the deductible in a Health Savings Account (HSA) for employees

who enroll in the current Simply Blue High Deductible Health Plan Option with HSA 0-1300 as an elected alternative.

Current employees who have at least fifteen (15) years of service with the City who retire during the term of this agreement, and who elect to receive individual or family health insurance, shall receive and contribute towards said health insurance pursuant to City Policy, currently governed by Common Council Resolution #92-141, as it exists on the date this contract becomes effective.

Prior to 1/1/2015, retired employees who have reached the age of sixty-five (65) and those who will reach the age of sixty-five (65), (or the Medicare eligible age then in effect), or are classified as disabled under the federal old-age, survivors and disability insurance program who have primary coverage under Medicare), and who have secondary retiree health insurance through the City, shall be reimbursed for the full cost of Medicare Part B to the retiree and the retiree's eligible dependents. Reimbursement shall be made on a quarterly basis. A retired member, upon reaching the age of sixty-five (65), or classified as disabled (under the federal old-age, survivors and disability insurance program with primary coverage under Medicare), must avail himself of coverage under Medicare Part B with secondary coverage under Excellus Supplemental Plan C or any alternative plan offered by the City.

The value of the bank and monthly record of deductions shall be maintained by the personnel and/or finance offices. Once the bank is exhausted, the retiree shall be notified of any future payments due.

The City also agrees to provide a dental insurance plan, such as the current Excellus Dental Blue Options or equivalent, at no cost to the employee. Dependent coverage is to be made available, the cost of which shall be the responsibility of the employee. Dental insurance coverage will not extend into retirement and will end on the last day of the month in which the employee retires.

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 \$3000 in the first paycheck in the following December of the year in which the employee did not receive health insurance. There shall be no prorated payments for less than a full calendar year.

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 four (4) week period of continuous employment by the Employer (104 hours annually) 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.

City will pay employees who use no paid sick leave in a calendar year a \$500.00 annual stipend and if employee uses three days (72 hours) or less of paid sick leave in a calendar year, City will pay a \$250.00 annual stipend. Stipends shall be paid in the first paycheck in January based on sick leave used in prior calendar year. Employee must be employed for at least one (1) calendar year.

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 after April 30, 2012 may convert seventy percent (70%) of his unused accumulated sick leave into earned vacation time. Such converted time not to exceed 700 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. Discussion of developing a Drug and Alcohol Policy will be discussed in Labor Management.

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, 2021 for the 2022 contract.

SECTION 11A



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, calling hours/wake 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, calling hours/wake. 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. All personal leave must be taken in one (1) hour increments.

Arrangements for personal leave shall be made by the employee with the Shift Commander, or the Chief of the Department, at least forty-eight (48) hours in advance of the taking of such leave. Upon the approval of a personal leave by a shift commander, the shift commander shall within twenty-four (24) hours thereafter provide the Chief notice by written document or email stating the name of the employee and the time(s) for which personal leave was granted.

Unused personal leave may not be accumulated from year to year. Unused personal leave at the end of the year shall be converted to accumulated sick leave at the rate of one (1) hour of sick leave for every one (1) hour of unused personal time.

SECTION 13A
Military Leave and Civil Service Exam 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. Any employee scheduled to work the duty day prior to a promotional Civil Service Examination shall be allowed eight (8) hours off with pay at the end of the employee's shift immediately prior to the examination.

SECTION 13B
EDUCATION LEAVE

Where an overnight stay is not required: If an employee is off duty and attending training, meetings, schools, or conferences, the employee has the option of receiving either (1) 50% of their hourly rate for every 1 hour worked, or (2) credit of 1 hour to his accumulated sick time for every 1 hour of off-duty training, with no minimum hours to be paid. Reimbursement will be for the duration of the school/training/meeting or conference, 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.

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 10 years of service	7 working days (24 hour days) effective 1/1/2015 remove
After 15 years of service	9 working days (24 hour days) effective 1/1/2015 remove

Increased vacation hours shall be credited to the employee on January 1 of the calendar year in which his fifth, tenth 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 as follows:

Hire date between January and March, (4) working 24-hour days;

Hire date between April and June, (3) working 24-hour days;

Hire date between July and September, (2) working 24-hour days;

Hire date between October and December, (1) working 24-hour day.

Vacation requests shall be submitted to the Fire Chief by the 31st of January 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

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) remove
Christmas Day

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 is through no fault of the employee. Kelly Days 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. Under no circumstances will Kelly Days be cumulative year to year.

Kelly Day requests shall be submitted to the Fire Chief by the 31st of January for the year in which earned.

Scheduling of Kelly Days requested by employees prior to February 1st shall be determined in the same manner as the scheduling of vacation days under Section 15, paragraph 4, of the Agreement, and subject to the priority given to the scheduling of vacation days as provided in said section and paragraph. Scheduling of Kelly Days not selected by January 31st shall be the responsibility of the Fire Chief, subject to the following provisions:

1. One (1) Kelly Day not scheduled prior to February 1st may be scheduled between February 1st and August 31st as a floating day to be taken between by December 31st.
2. On or about August 31st of each calendar year the Fire Chief will review Kelly Day availability for those individuals who have not used or previously scheduled all their Kelly Days for the year. Any remaining unscheduled and unused Kelly Days as of August 31st may be scheduled by the Chief to be taken before the end of the year.
3. Rescheduling of Kelly Days will be allowed with the approval of the Fire Chief, subject to the above conditions stated in this Section.

SECTION 17
LONGEVITY

Longevity payments for continuous service shall commence on January 1st of the calendar year in which the employee's- eighth, tenth, thirteenth, seventeenth, twentieth, twenty fifth, thirtieth and thirty fifth employment anniversaries occur. Employees hire prior to 1/1/2019 will receive a 5 year longevity stipend of \$750.00

Years of Service

Five (5) years of service	\$750.00
Eight (8) years of service	\$1,250.00
Ten (10) years of service	\$2,000.00
Thirteen (13) years of service	\$2,500.00
Seventeen (17) years of service	\$3,000.00
Twenty (20) years of service	\$3,500.00
Twenty five (25) years of service	\$3,750.00
Thirty (30) years of service	\$4,000.00
Thirty five (35) years of service	\$4,250.00

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 (\$600 effective 1/1/2015) 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) sneakers and kneepads
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	
Class A dress pants	
Name tags	
Items to attend the academy	

The uniform allowance shall include those items specified in the SOP/SOG Best Practices Guidelines 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.

The employer shall provide the following items upon promotion

- 1-Hat Badge
- 1-Coat Badge
- 1- Shirt Badge
- 2- Sets of collar insignia

If, in the year of his retirement, an employee has not used all of his prorated clothing allowance up to the date of his retirement, the unused amount shall be paid to the employee upon retirement.

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 causally 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. Cell phones will not be covered. The amount reimbursed to the employee under the provisions of this paragraph shall not be deducted from the reimbursed employee's clothing allowance.

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, 8:00 a.m. to 5:00 p.m., with 1 hour for lunch, 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 due to the absence of bargaining unit members as a result of union leave, jury duty leave, court leave, or emergency leave. In other situations where bargaining unit members are replaced, they shall be replaced by other bargaining unit members. The Fire Chief shall be permitted to perform bargaining unit work only if he is certified for the performance of such work (e.g. CPR, EMT, Fit Testing, OSHA Training, 100 hours annual training, etc.).

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.

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 who resigns shall receive the following terminal benefits: Accrued vacation time, earned vacation time, remaining Kelley days and holiday pay for holidays up to the point of resignation. In the case of the death of an employee, terminal benefits due shall be paid the same as resignation, but will 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.

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

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

Base wages for employees in the bargaining unit shall be increased as follows:

Effective January 1, 2019	2%
Effective July 1, 2019	2%
Effective January 1, 2020	2%
Effective July 1, 2020	2%
Effective January 1, 2021	2%

RANK	1/1/2019	7/1/2019	1/1/2020	7/1/2020	1/1/2021
Firefighter (Top of Grade)	62,422.92	63,671.38	64,944.81	66,243.71	67,568.58
Fire Lieutenant	66,416.73	67,745.07	69,099.97	70,481.97	71,891.61
Deputy Chief	70,668.60	72,081.97	73,523.61	74,994.08	76,493.96

A new employee hired after 1/1/2012 shall start at \$17,500 less than the current Top of Grade until completion of the State required Firefighter and EMT certifications. His salary shall then go to \$13,500 less than Top of Grade for the first year.

At the start of his 2nd year anniversary date of employment, his salary shall be set at \$7,500 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.

A new employee hired after 1/1/2019 shall start at \$19,000 less than the current Top of Grade until completion of the State required Firefighter and EMT certifications. His salary shall then go to \$14,000 less than Top of Grade for the first year.

At the start of his 2nd year anniversary date of employment, his salary shall be set at \$8,000 less than Top of Grade;

At the start of his 3rd year anniversary date of employment, his salary shall be set at \$5,500 less than Top of Grade;

At the start of his 4th year anniversary date of employment, his salary shall be set at \$3,000 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.

Any employee who 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 uniforms and turn out gear within 90 days of resignation.

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

EMSO (Emergency Medical Services Officer)	\$1,000.00
Assistant EMSO	\$ 750.00
2 nd Assistant EMSO	\$500.00
Training Officer	\$1,000.00
Assistant Training Officer	\$ 750.00
Mechanic	\$1,000.00
Assistant Mechanic(s)	\$ 750.00
S.C.B.A. Repairman	\$1,000.00
Assistant S.C.B.A. Repairman	\$ 750.00
Fire Marshal	\$1,200.00
Assistant Fire Marshal	\$1,100.00
Fire Prevention Officer	\$500.00
Fire Extinguisher Inspector	\$500.00

Fire Inspector(s) \$1,000.00

The City agrees to maintain at least seven (6) inspector positions until December 31, 2016, except through attrition from the Fire Department.

EMT - D \$1,000.00

AEMT – Intermediate/AEMT \$2,000.00

AEMT – Critical Care Technician \$3,000.00

Paramedic - \$3,250.00

The City agrees to maintain direct deposit as it exists.

SECTION 25A
RESIDENCY

All employees of the Oneida City Fire Department, hired after January 1, 2003, and within twelve (12) months of appointment or 12 months after completion of Basic Firefighter Recruit Class, whichever is later, shall live within the City of Oneida or within the area of a five (5) mile radius, by map (attached as page 36), from the intersection of Main and Oneida Streets. At the start of the eleventh (11) year of service, the employee may live (domicile) within an extended 2 mile (total of 7 mile) radius from the intersection of Main and Oneida streets, the current location of the Oneida Fire Department. This expansion will be reviewed by the Fire Chief at the end of the contract term to determine the impact on the callback time for firefighters that have moved out of the 5 mile radius. If a substantial impact is found, review and possible change to this policy will be handled in negotiations. Residence outside the City itself shall not bar an employee from promotions within the Fire Department or any other benefit accorded Fire Department employees. Upon ratification, the new map shall be applicable to new hires. Current employees may remain in their existing residence.

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 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 been granted an Associate's Degree in Fire Science or Fire Service-related fields by an approved institution of higher learning shall be increased by two hundred fifty (\$250) and paid pro-rata for the year starting the first pay period following the submission of documentation of proof to the Public Safety Commissioner.

SECTION 32
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 33 **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 34 **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 35 **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 2" rather than Step 3, except the Commissioner's hearing shall be held within ten (10) days from the date the Commissioner receives the grievance, and the Commissioner shall make his determination in writing within five (5) days of the date of completion of the hearing. 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.

Any unit employee who is a member of the Union 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 and if such representation is provided by the union. Any unit employee who is not a member of the Union shall have the right to be represented by Local 2692 representative/legal counsel (if such representation is provided by the union) or by their own advocate 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.

A disciplinary action shall be commenced by the City within twenty-one (21) calendar days from the date the Chief becomes aware of the alleged act(s) or omission(s) constituting the grounds for the disciplinary action, but in no event shall a disciplinary action be commenced more than one (1) year after the date of the alleged act(s) or omission(s) constituting the grounds for the disciplinary action unless the alleged act(s) and/or omissions constitute grounds for a felony charge under the New York State Penal Law.

SECTION 36
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 37
GENDER

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

SECTION 38
SENIORITY

Seniority means an employee's length of continuous service for the Employer from the employee's original date of hire as 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 39
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. No shift exchange shall affect the integrity of either of the affected shifts; meaning that all shifts must have at least one officer, one ALS certified provider and at least one fire inspector.

SECTION 40
TRANSFERS

In the event of a job classification opening for EMSO, Assistant EMSO, Training Officer, Assistant Training Officer, Mechanic, Assistant Mechanic(s), S.C.B.A. Repairman, Assistant S.C.B.A. Repairman, Fire Marshal, Assistant Fire Marshal, and Inspector(s) and Fire Extinguisher Inspector due to promotion, transfer, demotion, retirement or demise of an employee, an announcement for that opening shall be posted in convenient Fire Department locations for at least 14 (fourteen) calendar days. Such positions shall be considered open for written bids for this 14 (fourteen) calendar day period. Announcement of accepted candidate shall be made within fourteen (14) days of the final date of posting.

Employees shall be provided at least thirty (30) days advanced notice if they are to be transferred to another shift for reasons other than promotion, demotion, retirement or demise of an employee.

In the event of Employee transfers, the Fire Chief shall grant the employee with scheduled vacation and or Kelley time, the equivalent days off on the employee's new shift, allowing the employee the same frame off. So long as the time off does not cause more than 24 hours of overtime on said shift. The employee may also elect to reschedule vacation and Kelley days on shift days that are open. If the shift becomes short staffed due to injury, demise, or retirement of an employee, the Chief will still honor the day off.

SECTION 41
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 42
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 43
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 44
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 45
USE OF PART TIME EMPLOYEES

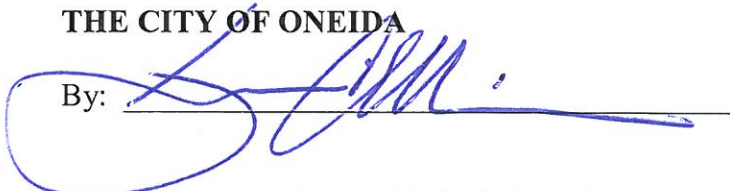
Parties agree that either party may raise the issue as a reopener to this agreement.

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: _____

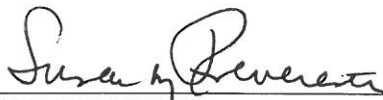


STATE OF NEW YORK:
COUNTY OF MADISON: ss:

JAMES CHAMBERLAIN, being duly sworn, deposes and says: that he resides in the City of Oneida; that he is the Deputy 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 16 day of April, 2019.

Susan M. Pulverenti
Notary Public, State of New York
No. 01PU6083834
Qualified in Madison County
Commission Expires Nov 25, 2022

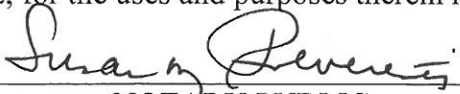


NOTARY PUBLIC

STATE OF NEW YORK:
COUNTY OF MADISON: ss:

On the 16 day of April, 2019, before me personally appeared Reay W. Walker, 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.

Susan M. Pulverenti
Notary Public, State of New York
No. 01PU6083834
Qualified in Madison County
Commission Expires Nov 25, 2022



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 benefit. Pending determination of eligibility for Section 207-a benefit, 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

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 benefit 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

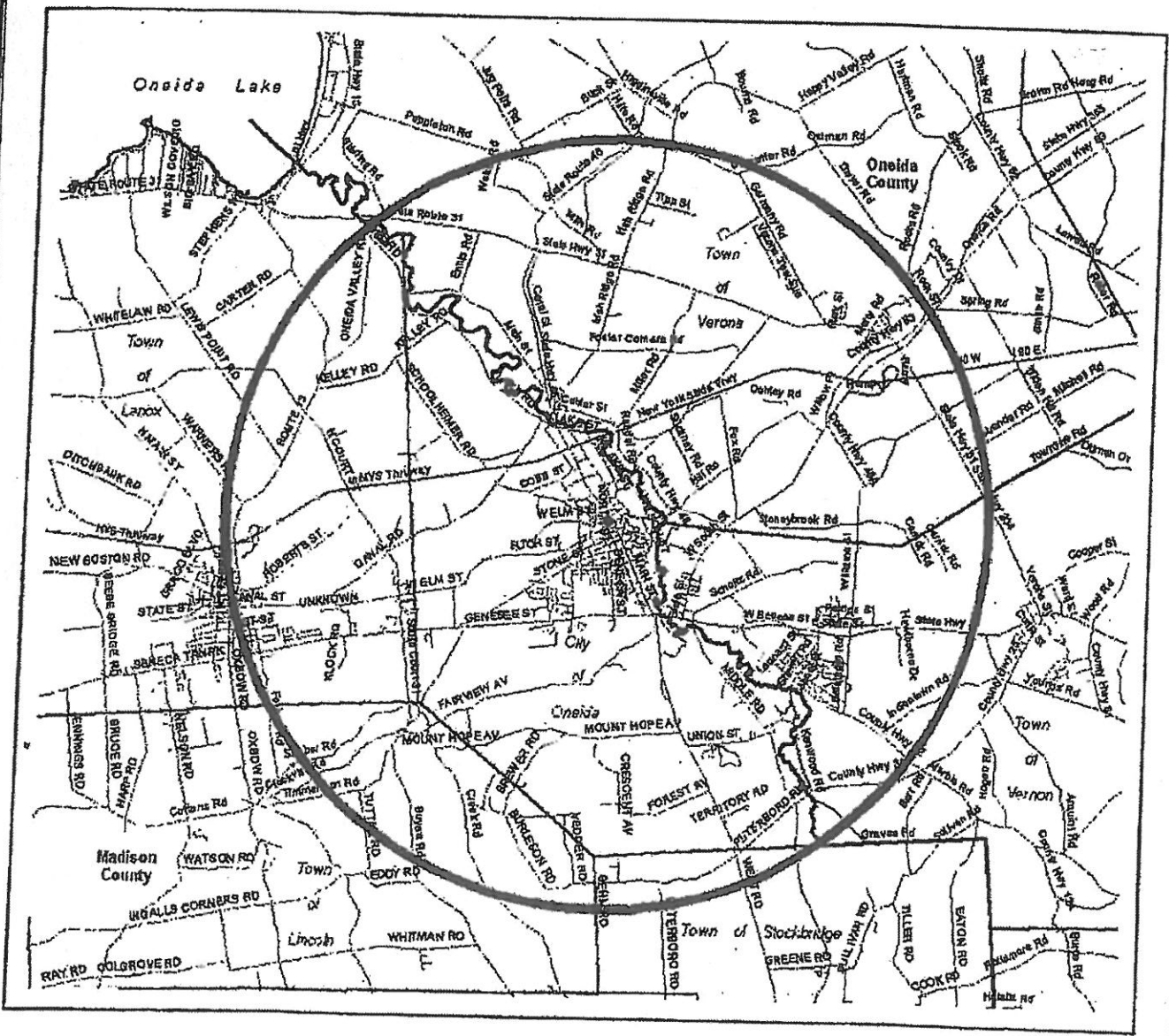
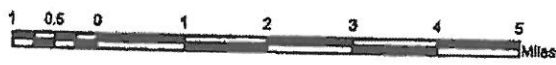
Date

14. Describe what the firefighter was doing at the time.

City of Oneida Fire Department

9-17-08
POT/LS
ADM

5 mile radius from Oneida Fire Department



May 19, 1992
Regular Meeting

Discussion was held on the various plans proposed by the ad hoc committee; that the plans were a long-term solution; that the City had current budgetary problems, and needed a short-term solution; that the city felt some of their budgetary problems could be alleviated by a contribution from retirees toward their dependent's health insurance premium; that it appeared active employees were willing to negotiate on this matter, which could make room for some movement in the health insurance area. It was noted that retirees were being asked to contribute 20% only toward their dependent's coverage; that the retiree would still be totally covered by the city; that there were approximately 30 retirees involved, amounting to approximately \$17,000. It was noted that the Mayor and City department heads paid the same for insurance coverage as active employees.

Discussion was held on the fact that insurance coverage was a negotiable item with the unions; that Council's hands were tied because of the negotiating process.

Discussion was held on the strong accusations which had been made this evening. Also that it had been some of the Councilor's understanding the ad hoc committee would be a combined effort; that, however, the ad hoc committee had been a closed process; that Council had not been apprised of their meetings;

Elmer Mancuso asked what percentage of the budget covered health insurance. Mayor Carinci responded that it was 16-17 percent of the budget. Discussion was held on what it would cost the retirees to have insurance coverage for their dependents. It was noted that it cost the City \$300,00/year for the retirees health insurance; that it would cost retirees an average of \$60/month for health insurance for their dependents.

Retirees health ins.

RESOLUTION #92-141

Moved by Councilman Matzke
Seconded by Councilman Chappell

RESOLVED, that the Common Council of the City of Oneida hereby authorizes, as of July 1, 1992, retirees begin contributing to the present health insurance plan of the said City of Oneida; and be it further

RESOLVED, that the letter, attached hereto, shall be mailed informing the retirees of said contribution.

Ayes: Councilmen Reinhardt, Chappell, Smith, Matzke,
Closson
Nays: Councilman Griffing

MOTION CARRIED



**CITY OF ONEIDA
NEW YORK.**

P.O. BOX 550
ONEIDA, NEW YORK 13421-0550
315-363-4800

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MOTION CARRIED

Adopted: May 19, 1992



CITY OF ONEIDA
NEW YORK

P.O. BOX 550
ONEIDA, NEW YORK 13421-0550
315-363-4800

May 29, 1992

Dear Retirees:

As we all know, health care costs have had a devastating growth impacting individuals, agencies, and municipalities. At the same time, as we also know, loss of state aid has had drastic consequences on municipal budgets. Combine these two facts, with a need to make decisions with next year's budget in mind, one can see that it has become necessary to develop a cost strategy for health care costs here in Oneida.

Due to this, retirees who previously did not need to contribute, now must help share the cost of their dependent coverage. This is necessary to help assure adequate funding for next year. It is also necessary so that the health care our city's program offers can continue to be adequate, affordable, and not place a heavy burden on our taxpayers.

The retiree's contribution is 20 percent of the cost of the dependents portion of the premium for health insurance. With this in mind, the following is the breakdown of the city's monthly insurance costs, and retirees contributions:

	<u>GHI</u>	<u>Blue Cross</u>	<u>Retiree Contribution</u>	<u>City Contribution</u>	<u>Total Premium</u>
Ind. Full Cov.	126.33	81.47	-0-	207.80	207.80
Fmly. " "	336.06	252.37	76.13	512.30	588.43
Ind./medicare	126.33	17.94	-0-	144.27	144.27
Fmly. w/1 medicare 1 full	336.06	99.41	58.24	377.23	435.47
Fmly. medicare w/2 medicare	336.06	35.88	45.54	326.40	371.94

Retirees

May 29, 1992

page 2

We recognize that asking retirees now to begin helping to pay for their dependent insurance coverage is a major change from previous expectations. For the present, however, we see this as our best option. Perhaps negotiations with the various groups that represent our city will afford us other options. For now, though, we need to implement this new procedure.

Payment coverage for the month of July, 1992 is due on or before June 30, 1992. Payment for coverage for the month of August, 1992 is due on or before July 15, 1992. Thereafter, payments are due on the 15th of the preceeding month of coverage. There will be a 30 day grace period for payments due.

Please complete the questionnaire listed below, to elect your choice of insurance coverage, and return in the stamped, self-addressed envelope.

Thank you for your help in this matter.

Sincerely,



Leo Matzke
Deputy Mayor

I wish to retain SINGLE coverage under the city insurance plan.

I wish to retain FAMILY coverage under the city insurance plan.

SIGNATURE

**CITY OF ONEIDA AND THE ONEIDA PAID FIREFIGHTERS ASSOCIATION
MEMORANDUM OF AGREEMENT**

The following tentative agreement by and between the City of Oneida and the Oneida Paid Firefighters Association is subject to ratification by the Common Council and Association.

1. **Term:** January 1, 2019- December 31, 2021
2. **Section 7: Sick Leave** Revise first paragraph as follows:

Sick leave credits shall accrue at the rate of eight (8) working hours for each four week period of continuous employment by the employer (104 hours annually) and may be accumulated with no maximum limits.

3. **Section 23: Terminal Benefits : Add language**

An employee who resigns shall receive the following terminal benefits:

Accrued vacation time, earned vacation time, remaining Kelley days and holiday pay for holidays worked to the point of resignation. In case of death of an employee, terminal benefits will be paid the same as resignation, but will be paid to the estate of the employee

4. **Section 6: Hospitalization Insurance (Last paragraph)**

Change: \$2500 to \$3000

5. **Section 3: Grievance Procedures :** Change number of days in Step 2:

...If held, the hearing shall be held within (10) Calendar days from the date the Commissioner of Public Safety received the matter. The Commissioner of Public Safety shall make determination in writing within (5) days after the completion of the hearing....

6. **Section 4: Overtime and Call Back:** Change and Add Language

Any and all OT shall be paid in the paycheck immediately following the **28 day pay cycle.**

Add- Payroll is to be received in the comptroller's office no later than Monday morning of a payroll week. If overtime cannot be processed due to timing, it will be processed in the next payroll.

7. **Section 11B: Family Medical Leave of Absence Policy :** Change Reference to Appendix from "A" to "B"

8. Section 17: Longevity : Change and Add

Longevity payments for continuous service will commence on January 1st of the calendar year in which the employee's -Eighth, Tenth, Thirteenth, Seventeenth, Twentieth, Twenty fifth, Thirtieth and Thirty Fifth employment anniversaries occur.

8 yrs. - \$1250	10 yrs.-\$2000	13yrs. - \$2500
17yrs. - \$3000	20yrs. - \$3500	25 yrs. -\$3750
30 yrs. - \$4000	35 yrs. - \$4250	

Employees hired prior to January 1, 2019 will also receive the 5 year longevity stipend (\$750).

9. Section 25: Wages Change

- Increase all EMT-D level stipends \$250 and Change Paramedic stipend to \$3250

- **Section 25: Change**

1/1/19-2%	7/1/19- 2%
1/1/20- 2%	7/1/20- 2%
1/1/21- 2%	

- **Section 25: Add**

Fire prevention officer Stipend	\$500
2 nd AEMSO stipend	\$500

- **Section 25: Remove**

Remove paragraph pertaining to \$500 one-time payment on ratification of contract

10. Section 7 Sick Leave: Add

\$500- Stipend No use of sick time annually

\$250- Stipend Use of 3 days (72 hours) or less annually

To be paid in first paycheck in January based on sick leave used in prior calendar year

Must be employed for at least 1 calendar year

11. Section 19 Clothing Allowance : Add

The employer will provide the following items upon promotion

1- Hat Badge 1-Coat Badge 1-Shirt Badge 2- sets of collar insignia

12. Section 6: Hospitalization Insurance: Change

Health insurance contribution

1/1/19- 19%

1/1/20- 19%

1/1/21- 19%

13. Section 15 & 16: Vacation & Kelly Days : Change and Add

Vacation and Kelly day requests shall be submitted to Fire Chief by the 31st of January for the year in which vacations are scheduled to be taken.

Section 15: Vacation requests shall be submitted to the Fire Chief by the 31st of January for the year in which vacations are scheduled.

Section 16: Kelly Day requests shall be submitted to the Fire Chief by the 31st of January
For the year in which earned.

Section 41: Add language

In the event of Employee transfers, the Fire Chief shall grant the employee with scheduled Vacation AND/OR Kelly time, the equivalent days off on the employee's new shift, allowing the employee the same frame off. So long as the time off does not cause more than 24 hours of overtime on said shift. The employee may also elect to reschedule Vacation and Kelly days on shift days that are open. If the short shift is caused by injury, demise, or retirement of an employee, the Chief will still honor the day off.

14. Section 25A: Residency : Add

For the first 10 years of service the employee must live (domicile) in the 5 mile radius, as it currently exists in the January 1, 2018 – December 31, 2018 Collective Bargaining Agreement between Oneida Paid Firefighters Association, Local 2692 and the City of Oneida. Beginning the Eleventh (11) year of service, the employee may live (domicile) within an extended 2 mile (total of 7 mile) radius from the intersection of Main and Oneida Streets, the current location of the Oneida Fire Department. This expansion will be reviewed by the Fire Chief at the end of the contract term to determine the impact on the callback time for firefighters that have moved out of the 5 mile radius. If a substantial impact is found, review and possible change to this policy will be handled in negotiations.

15. Section 9: Safety and Health: Add

Discussion of developing a Drug and Alcohol Policy will be handled through Labor Management

16. Section 36: Discipline and Discharge: Change

Paragraph 5: Revise as follows:

Service of the notice of discipline shall be made by a supervisory level member of the Fire Department, if possible, and if such service cannot be effected by the supervisory level member 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.

Paragraph 8:

A disciplinary action shall be commenced by the City within twenty-one (21) calendar days from the date the supervisory level member becomes aware of the alleged act(s) or omission(s) constituting the grounds for disciplinary action, but in no event shall disciplinary action be commenced more than 1 year after the date of the alleged act(s) or omission(s) constituting the grounds for the disciplinary action unless the alleged act(s) and/or omissions constitute grounds for a felony charge under New York State Penal Law.

17. Section 6 Hospitalization Insurance: Change paragraph 8 to add date:

1100 hours for new employees hired after 1/1/17

18. Section 25 Wages: Add language as follows:

A new employee hired after 1/1/19 shall start at \$19,000 less than the current Top Grade until completion of the State required Firefighter and EMT certifications. His salary shall then go to \$14,000 less than Top of the Grade for the first year.

At the start of his 2nd year anniversary date of employment, his salary shall be set at \$8,000 less than Top of Grade;

At the start of his 3rd year anniversary date of employment, his salary shall be set at \$5,500 less than Top of Grade;

At the start of his 4th year anniversary date of employment, his salary shall be set at \$3,000 less than Top of Grade;

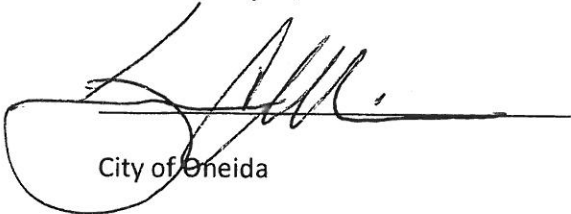
At the start of his 5th year anniversary date of employment, his salary shall be set at Top of Grade

19. Remove Section 32 Agency Shop

20. Section 36 –Discipline and discharge: Revise paragraph 7 to read:

"Any unit employee who is a member of the Union shall have the right to be represented in disciplinary matters by a Local 2692 representative and/or Local 2692 legal counsel if the employee elects to do so and if such representation is provided by the Union. Any unit employee who is a not a member of the Union shall have the right to be represented by a Local 2692 representative/legal counsel (if such representation is provided by the Union) or by their own advocate if the employee elects to do so. [remainder of paragraph unchanged]".

Dated: 12/4/18


City of Oneida


OPFA

12/5/18

