

AGREEMENT

BETWEEN

The City of Oswego

And

City of Oswego Firefighters Association

January 1, 2017 - December 31, 2022

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## **PREAMBLE**

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

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

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

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

## **ARTICLE I**

### **RECOGNITION AND BARGAINING UNIT**

- 1.1 Pursuant to and in accordance with all applicable provisions of the Public Employees Fair Employment Act of 1967, (Article 14, Section 200, et seq. of the Civil Service Law) and other applicable laws, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other terms and conditions of employment of all firefighters of the Fire Department excluding the Fire Chief and effective January 1, 2019, the First Assistant Fire Chief, for the term of this agreement.

## **ARTICLE 2**

### **DEFINITIONS**

- 2.1 "Association" means the Oswego Firefighter's Association.
- 2.2 "Member" or "Employee" means a person employed by the City of Oswego as a Firefighter.
- 2.3 "Service" or "Length of Service" includes service with the Fire Department of the City of Oswego, starting with the first day of appointment. In the event more than one individual is appointed on the same day, the civil service scores will be reviewed. If a tie exists, the last four (4) digits of each individual's social security number will be reviewed and the lowest number will be the most senior, etc.
- 2.4 "Department" means the City of Oswego Fire Department.
- 2.5 "Employer" or "City" means the Mayor of the City of Oswego, as head of the Department of Fire and Police, or his designee.

- 2.6 "Chief" means the Chief of Department.
- 2.7 "Commanding Officer" means the officer in charge of a unit.
- 2.8 "Retirement" shall mean retirement in accordance with the provisions of the New York State Retirement Law.
- 2.9 "Association Officer" means the officers of the Association.
- 2.10 "Executive Board" means the appointed members and elected officers of the Association as defined in the Association By-Laws.
- 2.11 "Bargaining Committee" or "Negotiating Committee" means a Committee composed of not more than four (4) members and counsel, who will meet and negotiate with the City concerning this agreement or future agreements.
- 2.12 "Counsel" means an attorney or other person, not an employee, designated by the Association to participate and assist in negotiations with the City.
- 2.13 "Grievance Committee" means a committee of not more than five (5) members designated by the Association to review screen and adjust grievances by employees.
- 2.14 "Court Appearance" means a time when a firefighter must appear or give testimony in any recognized departmental or agency hearing which may compel his attendance either by subpoena or by direction of his superior officer.
- 2.15 "Mayor" means the Chief Executive Officer of the City of Oswego and the Department of Fire and Police.
- 2.16 "Shift", unless otherwise defined, means for groups A-D, a 12-hour period. For E, a shift is 8 hours in length Monday through Friday, a total of 40 hours and F is 10.5 hours for a total of 42 hours per week, working Monday through Friday.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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

contracting for matters relating to municipal operations. The right of contracting or sub-contracting is solely vested in the City.

- 3.2 It is further recognized that the charter places responsibility on the Mayor of the City for enforcing any laws of the State and the City, exercising supervision and control over the Department of Fire and Police and other Departments, to prepare and submit an annual budget, to direct the proper performance of all City Departments and to carry out all other Charter responsibilities and provisions so designated. Also, that it is the responsibility of the Mayor and City Council to enact local laws, ordinances, resolutions and to appropriate money. Similarly, the responsibility of the City for determining classification, status and tenure of members, establishing rules, initiating promotions and disciplinary action, certifying payrolls and the reviewing of appointments in the City's service, is also recognized.
- 3.3 It is further recognized that the City will have the right to adopt, revise and enforce Departmental working rules and regulations and practices and to carry out cost and general improvement programs including the right to hire, discharge or take other disciplinary action against employees for just cause, to assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of funds, or for other legitimate reasons, subject only to overriding provisions of this agreement.
- 3.4 It is also agreed by the City and the Association, that the City is legally obligated to provide equality of opportunity, consideration and treatment of all members of the Fire Department and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Department in all phases of the employment process.
- 3.5 It is further intended that this agreement and its supplements will be an implementation of the Charter and ordinance authority of the City Council, the Chief Executive Officer, the rules and regulations promulgated by the Department of Fire and Police and the Public Employees Fair Employment Act.
- 3.6 The City will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this Contract. No official or agent of the City will:
  - a. Interfere with, restrain or coerce employees in the exercise of their rights to join or refrain from joining a labor organization, except where permitted by law, to avoid a conflict of interest.
  - b. Interfere with the formation or administration of any employee organization meeting the requirements of the law.
  - c. Discriminate in regard to employment or conditions in order to encourage or discourage membership in labor organizations.
  - d. Discriminate against any employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the labor organization recognized under the terms of this agreement.

- e. Refuse to meet, negotiate, or confer on proper matters with representatives of the Association as set forth in this Agreement, provided however that the employer is not required to meet with any representative group or committee containing more than four (4) employees and counsel.

#### **ARTICLE 4**

##### **DISCIPLINARY ACTION**

- 4.1 In the event that an investigation results in the institution of disciplinary action, a representative of the Association will be free to participate at all stages of the proceedings, if the Association so elects, and shall be provided with a copy of the charges and specifications, recommendations, and decisions, if so requested.
- 4.2 An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary or discharge matters in lieu and in place of procedures specified in Sections 75, 76 and 77 of the Civil Service Law.
- 4.3 Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalty as may be proposed by the employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the Association President or other official designee. The specific acts for which discipline is being proposed and the penalty being proposed shall be specified in the notice. An employee must be served with a Notice of Discipline, either personally, or, if the employee is on leave of absence, then by certified mail, return receipt requested to the employee's last known residential address.
- 4.4 Pending the outcome of the discipline, an employee may be suspended for up to thirty (30) calendar days without pay. In the event the City intends to suspend an employee without pay pending resolution of the charge, a pre-suspension 'notice and opportunity to be heard' will be held to comply with existing case law, which "hearing" will involve the City, the affected employee, and representative of the Association and the Association attorney if the employee so elects.

Definition: For purposes of this Article 4, "working days" are "business days," Monday to Friday, 9:00 a.m. to 5:00 pm.

- a. If the employee disagrees with the proposed disciplinary action, the Association must submit a Demand for Arbitration to PERB (with a copy to the Personnel Director and Fire Chief), within fifteen (15) working days of receipt of the Association's copy of the Notice of Discipline.
- b. Failure to submit a Demand for Arbitration within fifteen (15) working days of receipt of the Notice of Discipline will constitute acceptance of the proposed penalty by the employee and the matter will be settled in its entirety.
- c. Subject to a mutual written agreement between the employee and/or the Association and the City, the time limits herein above specified may be extended.

- d. The fees and expense of the arbitrator shall be divided equally between the City and the employee or Association, or between the City and the employee, if the Association is not going to be representing the employee at the arbitration. In that event, the Association will prepare a writing indicating it will be permitting the employee to stand in its place with respect to Arbitration.
- 4.5
- a. Proposed disciplines can be resolved, at any stage of the disciplinary process (including, prior to filing of the Notice of Discipline). To that end, should either the Chief, the employee, his Association representative and/or the Association attorney desire to initiate settlement talks, the employee, his representatives and the Association attorney shall have the equal right to be present during said discussion.
  - b. In the event the employee chooses to waive his right to representation, the employee must sign a waiver (on a form that will be provided by the union), prior to the start of any settlement discussions.
  - c. Regardless of the manner in which a proposed disciplinary matter is resolved, the resolution must be reduced to writing on notice to all parties and shall be final and binding upon each party signing same.
- 4.6 No disciplinary action shall be commenced by the City more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered; provided, however, that such limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.
- 4.7 In any disciplinary matter, the City may utilize an employee's entire official personnel file. In that event the employee will be so notified and have the opportunity to review the file before the arbitration hearing.

## **ARTICLE 5**

### **ASSOCIATION DUES**

- 5.1 All employees may elect to become members of the Association and pay standard monthly dues and fees.
- 5.2 The City agrees to deduct Association membership dues and assessments, in accordance with the Constitution and By-Laws of the Association, from the pay of each member of the bargaining unit who has executed an "Authorization of Payroll Deduction" form. Such form will be provided for by the Association.
- 5.3 Deductions shall be made only in accordance with the provisions of said Authorization for Payroll Deduction and the provisions of this Agreement.
- 5.4 A properly executed copy of such Authorization for Payroll Deduction form for each member of the bargaining unit for whom Association membership dues are to be deducted hereunder shall be delivered to the City before any payroll deductions are made.
- 5.5 Upon receipt of proper written authorization, the City shall deduct Association dues, on a pro-rated basis and shall remit the money collected to the Association not later than the 15th day of

each month. The Association agrees to indemnify and hold harmless the City for any cause of action, claim, loss or damages incurred as a result of dues or agency shop fee deductions.

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

## **ARTICLE 6**

### **NO STRIKE, NO LOCKOUT PLEDGE**

- 6.1 It is recognized that the need for continued and uninterrupted operation of the City Departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.
- 6.2 Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the parties agree that the Association, its officers, members, and agents will comply with Article XIV, Section 210 of the Taylor Law; Prohibition of Strikes, together with the following:
  - a. No public employee or employee organization shall cause, instigate, encourage, or condone a strike, nor shall they participate in or instigate any slowdown or job action, pertaining to their job titles.
  - b. A public employee who violates the provisions of subdivision a. of this section shall be subject to the disciplinary penalties provided by law.
- 6.3 Similarly, the City agrees that it will not lock out or coerce its employees of the Fire Department.

## **ARTICLE 7**

### **ORGANIZATION AND RIGHTS OF EMPLOYEES**

- 7.1 Members of the Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power to the municipality.
- 7.2 The Association will be represented by a four (4) Firefighter Bargaining Committee, elected by the Association.
- 7.3 The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relations with the public. Out of these contacts may come questions concerning the actions of members of the force. These questions may require immediate investigation by superior officers designated by the Mayor and any and all investigations shall be conducted in a manner which is conducive to good order and discipline.
- 7.4 In all cases, in the interest of maintaining a degree of morale in the Department, the Department will afford an opportunity for a member, if he so requests, to consult with counsel

and his Association representation before being questioned concerning a violation of the Rules and Regulations. Counsel and one representative of the Association may be present during the interrogation of a member of the Department.

- 7.5 In the event that a firefighter is faced with a civil claim arising out of an incident related to his service with the Department, the City will provide legal counsel for his protection and hold him harmless from any financial loss unless the firefighter is found to be guilty of gross negligence in the performance of his duties.
- 7.6 The Department will furnish for the use of the Association space for bulletin boards in each fire station or other locations where Department personnel may be stationed.
- 7.7 The employer shall notify the Association at least seven (7) days in advance of any change in working conditions or methods, except where such change is required because of an emergency, safety issues or major disaster over which the employer has no control. "Days" are defined as "business days," Monday to Friday, 9:00 am. - 5:00 p.m. First line supervisor training and those returning on light duty, after a work-related injury, are exempt from this section. Employees returning on light duty shall be notified within a reasonable time once the Fire Chief receives notification of the clearance for light duty. Changes to shift, that are mutually acceptable to the Fire Chief and the member may be exempted from this section.
- 7.8 Each employee will be granted the necessary time off with pay for the purpose of taking a Departmental Civil Service examination according to the standards of the Civil Service Laws of New York State.
- 7.9 Each employee will be allowed to check his personal file once a year at a time mutually agreeable to the Fire Chief, or his delegated representative and the requesting employee.
- 7.10 Quarterly conferences between the Mayor, Chief and four (4) Association representatives may be held to discuss grievances, problems, etc. as presented by any of the aforementioned parties.
- 7.11 This agreement will supersede all rules and regulations of the Fire Department inconsistent herewith.
- 7.12 With prior notice, the Association may schedule meetings on Fire Department property, as long as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.
- 7.13 Employees who are required to use their personal automobile for official purposes will be compensated by the City in accordance with the City's Travel Policy.
- 7.14 Employees who are required to take part in Reserve Duty Training shall be paid for such time and it shall not be treated as vacation time taken. Employees deployed for military service shall be paid their regular pay minus military pay, for a period of six months.
- 7.15 The City will furnish each employee a copy of this agreement within sixty (60) days of effective date.
- 7.16 Advisory Labor-Management Safety Committee: An equal number of union and management members not to exceed three (3) each shall constitute the Advisory Labor-Management Safety

Committee, whose function shall be to review complaints concerning the safety of firefighter's required equipment. Reports alleging unsafe equipment shall be made by the Committee to the Chief or from his designee. An unsatisfactory response from the Chief or his designee may be reported to the Mayor or his designee by the Committee for resolution.

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

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

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

"Day" is a business day, Monday to Friday, 9:00 a.m. — 5:00 p.m.

#### **8.1 Step 1**

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

#### **8.2 Step 2**

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

#### **8.3 Step 3**

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

#### **8.4 Step 4 Arbitration**

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

- 8.5 The arbitrator shall hear the matter on the evidence, and within the meaning of the Agreement and such rules and regulations as may be in effect by the Public Employment Relations Board of the State of New York which may be pertinent and shall render the award in writing within 30 days. The Arbitrator's Award shall be final and binding upon the parties.
- 8.6 Any steward or officer of the Union required in the grievance procedure to settle disputes and/or appear for any arbitration shall be released from work without loss of pay for such purpose. Any witness employed by the City who is reasonably required to testify shall be made available during working hours without loss of pay.

## **ARTICLE 9**

### **NEWLY CREATED AND VACANT POSITIONS**

- 9.1 Newly created and vacant positions will be filled from Civil Service lists within three (3) months after the same become available. If it is necessary that a position be filled temporarily until a list is propounded, the Fire Chief will post the position and eligible candidates will apply for any temporary job. The person filling the job temporarily will be paid at the rate that a permanent appointment would be paid.
- All Civil Service promotional lists will remain in effect for one (1) year from the date of issuance, unless the list is exhausted prior to the termination of the one-year period, subject to the approval of the Civil Service Commission.
- 9.2 The Mayor, or his designee, shall continue to periodically review Civil Service classifications and qualifications for positions within the unit.

## **ARTICLE 10**

### **PROVISIONAL, PROBATIONARY AND PERMANENT FIREFIGHTERS**

- 10.1 Subject to the provisions of the Civil Service Law, and the applicable rules of the Civil Service Commission, employees of the Fire Department are hereby classified as follows:
- a. **Provisional Employees:** A provisional employee is a firefighter who is holding a position without appointment from a Civil Service list. The term that he/she may be employed for will be in accord with the Civil Service Law, Section 65 and the position will be filled as soon as possible by a probationary appointment. The foregoing does not apply to temporary appointments made because of the absence or unavailability of the incumbent.
  - b. **Probationary Employees:**
    - (i) A newly appointed firefighter will be deemed on probation for a period required by the Civil Service Rules of the City of Oswego. The employee will, during his probation, be entitled to all benefits available under this agreement. The provisions for a firefighter who has received a promotional appointment and is required to serve a probationary term required by the Civil Service Rules, of the City of Oswego.

- (ii) A newly appointed employee on probation shall not be afforded the protections of Section 75, New York State Civil Service Law or Article 4 of this agreement.
- c. Permanent Employees: A permanent employee is a firefighter who has completed his probationary period after having been appointed from a Civil Service List. The term that he/she may be employed for will be in accord with the Civil Service Law, and the position will be filled as soon as possible by a probationary appointment. The foregoing does not apply to temporary appointments made because of the absence or unavailability of the incumbent.
- d. All employees that are not appointed from a Civil Service list and have not received a permanent appointment will not wear identical Fire Department insignias, Fire Department badges, or hat insignia and identification cards will only be issued to permanently appointed employees.

## **ARTICLE 11**

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

- 11.1 The City and the Association agree that it is to the interest of the Administration of the City that all officers and employees of the Association, will be given equal schooling and be allowed to participate in professional, educational, and training courses whenever the same are available. In order to facilitate the availability of such courses to the personnel of the Department, the following criteria are hereby adopted. Any course work detailed below will only be granted with the prior approval of the Fire Chief or his designee.
- a. The City will post announcements of courses to be given which are either compulsory for a segment of the staff, are prerequisites to promotion, or improved assignment, or maybe optional for the purpose of improving the professional standing of the members of the Department. All employees will have an equal opportunity to bid for the pre-requisite and optional courses.
  - b. Compulsory courses:
    - 1. The City shall encourage training required of employees to exercise their responsibilities as firefighters.
    - 2. The City in its discretion shall approve required training of all employees. However, in exercising its discretion the City shall encourage equitable distribution of such training among employees and among shifts.
    - 3. Employees may initiate request to the Chief for additional training. If it is not possible to schedule such compulsory courses and training programs during the regularly scheduled tour of duty and a Firefighter must take part in said course or program during his/her off duty time, then said Firefighter shall receive pay at an overtime rate of time and one half. This will include travel time to and from the City of Oswego or traveling from residence, whichever is shorter. First Line Supervisor

Training Program & NYS Probationary firefighter training are exempt from the inclusion of travel time.

4. Employees, hired prior to January 1, 2019, wishing to upgrade their EMS training to ALS (AEMT-CC or Paramedic) will be compensated at straight time and one-half (1/2) time back.
5. As with compulsory courses, individuals attending approved courses will be compensated for expenses in accordance with the City's Travel Policy.

c. Optional Degree courses:

1. Any employee attending an optional educational course leading to a degree in a fire science, public safety, emergency management or related program, with prior approval of the Chief given in advance, will, upon successful completion and presentation of evidence of such successful completion be reimbursed by the City for the costs of the tuition up to a maximum of \$400.00 per course, plus books, provided that the books are returned to the City, if so requested. Successful completion is determined to be a B or higher for graduate students or C or higher for undergraduate degree earning programs.
2. The City will allow the firefighter to enroll in an unlimited number of college level courses per year, so long as the hours of these courses in no way conflict with the hours of work of the firefighter. All such course work shall be upon the prior approval of the Fire Chief and/or his designee.
3. The City will be under no obligation to give compensatory time or overtime for a member's taking classes pursuant to this Section 11.1.c.

d. Prerequisite courses:

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

e. Optional Training Courses:

1. Optional training is training relevant to the operation of the department and addresses gaps in organizational knowledge. This training is requested by a member and approved by the Fire Chief.
2. Compensatory time will be given for approved optional training that require the use of an individual's personal time. Compensatory time will be offered for hours training is conducted. Payment for travel time will be assessed on a case by case basis and in accordance with the City Travel Policy.

f. Sanctioned Training

1. Sanctioned training is training that the employee has a desire to complete, it is relevant to the operation of the fire department, however is not considered compulsory in nature. With Fire Chief approval, the member may attend the training and is considered covered as a City employee, however is not compensated for the time or travel to and from the training.

#### 11.2 Firefighters Hired After January 1, 2019.

- a. Firefighters hired after January 1, 2019 will be given a 36-month exemption, from date of hire, to attain New York State Paramedic Certification and maintain that certification throughout their career in order to meet the requirements of the job. Those failing to obtain certification within the allotted time will be dismissed, without recourse.
- b. Firefighter/EMT's will be allowed time, without loss of pay, for pre-scheduled classroom sessions that conflict with their shifts, however will schedule all internship ride-outs and hospital time while off-duty. No overtime will be paid for a member to obtain Paramedic.
- c. In the case of extenuating circumstances outside the control of the member, the Fire Chief may allow for extension to this provision on a case by case basis.
- d. The course cost of EMT-Paramedic training program will be borne by the City. Candidates failing to successfully complete the EMT-P program or resigning employment with the City within thirty-six (36) months from start date will be responsible to reimburse the City for the cost of the course, prorated based on time served. (See attached Newly Hired Firefighter with EMT Paramedic Certification)

#### 11.3 Compensatory Time/Time Back

- a. With the mutual consent of the employee and the employer, an employee may accrue up to two hundred forty (240) hours of compensatory time each year. It is understood that the 240 hours is earned by working one hundred sixty (160) hours. Any hours worked over one hundred sixty (160) will be paid in cash. When compensatory time is utilized or paid from the time bank, it will be done on an hour for hour basis. A request to utilize compensatory time will not be unreasonably denied. The utilization of compensatory time shall be denied if such utilization will create overtime.
- b. Compensatory time is earned from April 15 to April 14 of each year. It will be paid out during the second pay day of May. An employee may accrue no more than two hundred, forty (240) hours at any time as noted in (a) above. On April 15 of each year, the employee must notify the Fire Chief or his designee in writing to either be paid out in full or carryover a maximum of one hundred, twenty (120) hours into the next year. In addition, an employee may be paid for a maximum of 80 hours during the second pay day of December. The employee must notify the Fire Chief or his designee in writing no later November 15 of each year.
- c. Compensatory time off will be allowed at the discretion of the officer in charge and only when it will not under man the shift being worked. Once granted compensatory time off, an individual will not be subject to call back.

## ARTICLE 12

### SENIORITY

- 12.1 Departmental Seniority will be determined as of the date of the employee's initial appointment to the Fire Department. In the event that a break in service occurred, the appointment date shall be the most recent date.
- a. Officer seniority shall be determined as of the date of Civil Service promotion, except in selecting vacations, where Departmental seniority shall prevail.
- 12.2 Time spent in the employment of another department within the City will be applicable only to retirement. The combination of time will not be credited for use in filling job vacancies.
- 12.3 Time spent in Armed Forces during military leave of absence or other authorized leave not to exceed one (1) year will be applicable to all phases of seniority.
- 12.4 An up-to-date seniority list showing the member's name, date of appointment and rank will be posted biannually.
- 12.5 A member of the Association will forfeit all seniority rights only under the following circumstances:
- a. he/she resigns his/her position
- b. he/she is legally dismissed
- c. he/she retires from the Department on a regular service retirement plan
- 12.6 The City is in accord with the principle that seniority should be a major factor in filling job openings, provided the employee is fully qualified otherwise. However, it is recognized that the public safety must not be jeopardized through artificial constraints resulting from the application of the principle of strict seniority.

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

- a. Only qualified individuals will be assigned ambulance duty.
- b. Among qualified individuals the duty shall rotate periodically on the basis of seniority, starting with the least senior employee. The rotation shall primarily be among the least senior employees. In an effort to gain expertise and experience, anyone hired at the EMT-Basic level may be assigned to the first out EMS unit while completing their EMT-Paramedic training and a year after completion, as deemed necessary for operational readiness.
- c. Notwithstanding the provisions of this section, the Chief or his designee shall have absolute discretion in assigning EMS duty. In so assigning employees, the Chief or his designee may take into consideration such factors as qualification, the period of rotation, if any, manning levels, emergencies, sick leaves, holidays, vacations, and other leaves, and requirements for premium pay.

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

### **ARTICLE 13**

#### **LEAVE OF ABSENCE - WITHOUT PAY**

- 13.1 The Mayor or his designee may grant leaves of absence without pay to employees, not to exceed one year.
- 13.2 A leave of absence without pay may be requested for any legitimate purpose, but such leave will not be granted if it is detrimental to the best interest of the City.
- 13.3 Employees shall request such leaves of absence in writing well in advance of the date so desired; however, the City may make exceptions in emergency situations.
- 13.4 If two employees request leave for the same period, and the City cannot spare more than one, the senior employee will be given preference, unless the other employee needs the time for more pressing reasons than those of the senior member.

### **ARTICLE 14**

#### **ORGANIZATION LEAVE**

- 14.1 Association officers will be allowed necessary and reasonable release time with pay to participate in negotiations with the employer and adjustment of grievances.
- 14.2 The City will allow delegates, selected by the rules and regulations of the Association, to attend the N.Y.S.P.F.F.A. and I.A.F.F. conferences held each year at alternate locations. In addition, the City will allow attendance at all district meetings and other union seminars, meetings, conferences and events. Twelve (12) days total will be allotted per year, without loss of pay, to attend these functions. Effective January 1, 2013, one hundred sixty-eight (168) total hours will be allotted per year, without loss of pay, to attend these functions. There will be a cap of four (4) employees off at a time.

### **ARTICLE 15**

#### **BEREAVEMENT LEAVE**

- 15.1 Absence from duty by an employee of the City Fire Department by reason of the death of a member of his/her immediate family will be allowed, without loss of compensation, as hereafter follows:
- a. Immediate family will be defined to include the firefighter's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, step parents, grandparents, and step- siblings.
  - b. Absence from duty for any of the reasons stated in sub-paragraph (a) will be granted by the Fire Chief or designee for a maximum of one 24-hour shift per incident. If an employee must travel out of state, he/she shall be granted an additional twenty-four (24) hour shift of leave time. Said bereavement leave will commence the day after the death. If any employee is

working while a death as defined by said article occurs such employee will be given the remaining portion of his shift off with pay.

- c. Twelve (12) hours of bereavement leave shall be granted for the death of brother-in-law or sister-in-law, aunt or uncle of the firefighter. This day must be taken up to and including the day of the funeral.

## **ARTICLE 16**

### **PERSONAL LEAVE**

- 16.1 All members of the Department working the A-D and F shifts will be granted a maximum of twenty-four (24) hours personal leave per year after giving a reasonable notice therefore, which leave will not be cumulative. Personal leave must be used in a minimum of four (4) hour segments or at the discretion of the Officer in Charge.
- 16.2 Personal leave is leave with pay for personal business which cannot be taken care of by an employee at times other than during the work day. Firefighters, in requesting personal leave, shall not be required to furnish a reason for the requested time. Personal leave may be granted on a first come, first serve basis as long as operational readiness is not negatively impacted.
- 16.3 Seniority will determine who is granted personal time when requested on the same day for the same day, otherwise leave will be granted on a first employee to ask basis.
- 16.4 Once personal leave has been granted he/she will not be subject to recall, except when all off duty personnel are called in for a major fire or disaster or other emergency.
- 16.5 If personal leave hours remain unused during the year, those remaining hours will be added to the individual's sick leave accruals.
- 16.6 Personnel assigned to the E shift shall accumulate personal leave at 16 hours per year.

## **ARTICLE 17**

### **SICK LEAVE**

- 17.1 Absence from duty by an employee of the department, by reason of disability of a member of his/her family, only in an emergency situation, will be allowed without loss of pay.
- 17.2
  - a. Any employee absent because of sickness or non-work-related disability will notify his/her supervisor of such absence and the reason therefore at least one hour prior to the start of the shift, to request sick leave. Such calls shall be made each day that the employee is absent, unless the employee's physical condition prevents him/her from giving such notice, in which event, notice will be given as soon as possible.
  - b. Sick time can be taken in a minimum of twelve (12) hour blocks; however, an employee who leaves work because of illness will not be permitted to return to duty during that shift.
- 17.3 All members of the Department will be credited with the following:

- a. All employees working A-D and F shifts will receive twelve (12) hours per month of service. All employees working E shifts would receive eight (8) hours per month of service.
  - b. Sick leave time will be allowed to accumulate to any total, at the rate of accumulation specified in 17.3a.
  - c. Probationary Employees: Probationary employees shall be advanced seventy- two (72) hours of sick time at the start of their employment. If such employee leaves the employ of the City for any reason before these sick days would normally be earned or credited, the value of such used unearned time (leave) shall be deducted from the employee's final paycheck.
- 17.4 If an employee goes beyond his/her accumulated sick leave the Department Head or the appointing authority may petition the Common Council for addition sick leave with pay.
- 17.5 Whenever a member of the Department is reported sick or disabled for three (3) or more consecutive shifts or before or after scheduled leave, if requested, the member shall provide his/her own certification from his/her own physician in order to receive pay for his/her sick leave. In the event the employee is not able to obtain a certificate that the employee is able to return to work, this shall not prevent him/her from reporting to work and actually working. The Employer, however, at his discretion, may request a physical examination and the Employer will bear the expense of said examination.
- 17.6 With any employee off sick for three (3) or more consecutive shifts, it will be the privilege of the Chief or his designee to visit him/her, and if, in his judgment such member may be unable to perform his/her duties or may require a certificate from a physician relieving him/her from duty, the cost of the physician will be borne by the City.
- 17.7 When an employee has used in excess of eight (8) paid sick shifts in a contract year, or prior twelve (12) month period, where the eight shifts are composed of such leave taken in one and two-shift segments, the Employer may require a physician's statement for any future payments of sick leave during the contract year. When continuous sick leave exceeds thirty (30) calendar days, the Employer may require a physical examination by a physician selected by the Employer and paid by the Employer.
- 17.8 Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.
- 17.9 Any abuse of the sick leave benefit will be cause for disciplinary action.
- 17.10 In case of a leave of absence due to exposure to a contagious disease, a certificate from the County Department of Health will be required.
- 17.11 The Chief may require an employee who has been absent because of sickness or disability or exposure to a contagious disease to be examined by a physician appointed by the City, as to whether or not he/she is capable of performing his/her normal duties, and that his/her return will not jeopardize the safety and health of other employees of the Department. Cost of such action will be borne by the employer.

17.12 Employees may sell back accumulated sick leave to the City, when the following applies:

Employees with accumulated sick leave in excess of five hundred and forty (540) hours, may sell back accumulated excess hours to a maximum of one hundred, forty-four hours (144) per year, hour for hour, at their current rate of pay.

The employee must notify the City regarding the number of sell back days by October 31 of each year. The determination as to whether an employee has in excess of five hundred and forty (540) hours will be made at the time the employee notifies the City of his/her desire to sell back sick hours. Payout of the sick leave sell back will be made on the second pay day of December of each year.

Employees hired prior to January 1, 1999, will be paid by the City for all unused accumulated sick hours to a maximum of one thousand, nine hundred, eighty (1,980) hours when an employee retires at pay rate in effect at that time.

Employees hired on or after January 1, 1999, will be paid for 75% of their unused accumulated sick leave to a maximum of one thousand, nine hundred, eighty (1,980) hours (or one thousand, four-hundred, eighty-five (1,485) if maxed) when said employee retires; such pay will be at the straight time rate in effect at the time of retirement. Any hours over the 1,980 will not be subject to any form of sell back, at retirement.

Employees hired on or after January 1, 2013, will be allowed to “bank” the dollar value of their unused sick leave at the time of retirement (capped at 75% of their unused accumulated sick leave to a maximum of one thousand, nine hundred, eighty (1,980) therefore, no more than one thousand, four-hundred, eighty-five(1,485), which bank will be used to offset the employee’s health insurance premium contribution during retirement on a dollar for dollar basis until such time the bank balance has been exhausted.

For those employees with over one-thousand, nine-hundred, eighty (1,980) hours on and only on January 1, 2019, will be cashed out any sick hours accumulated above the one thousand, nine hundred, eighty (1,980) hours at their current straight time rate, hour for hour. This one-time payout will be made on second pay day in April 2019.

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

17.14 Employees can donate sick time as follows\*:

- a. donate without reservation (will not get time back); or
- b. donate to a particular person (no bank);

\* If the person receiving the donated days gets well, he/she keeps the time donated to his/her credit upon return to work, up to a maximum of 144 hours.

**ARTICLE 18**

**HOLIDAYS**

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

Traditional holidays will be observed on dates as listed below:

New Year's Day	January 1
Martin Luther King	As observed
President's Day	As observed
Memorial Day	As observed
Independence Day	July 4
Labor Day	As observed
Columbus Day	As observed
Veteran's Day	As observed
Thanksgiving Day	As observed
Friday after Thanksgiving	As observed
Christmas Eve Day	December 24
Christmas Day	December 25

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

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

**ARTICLE 19**

**VACATION LEAVE**

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

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

- b. No seasonal, temporary or part-time employee is eligible for vacation leave. No more than two (2) members of the bargaining unit (typically one Officer and one Firefighters) may be scheduled off on any given work day. To accommodate time off availability, a third member may be scheduled off for a maximum of double the assigned members of the shift. Therefore, shifts of ten members may use twenty picks in the third column and shifts of eleven may use up to twenty-two picks in the third column.
- c. The Fire Chief may block out or redline certain weeks based on operational needs of the organization. This may include limiting the number of people off for a period or eliminating time off for a period of time. This will be communicated to members in advance.

19.2 All employees hired prior to January 1, 2019 will be eligible for annual vacation according to the following schedule:

Years of Department Service	A-D and F Shifts	E Shift
Appointment – two years	Five 24-hour shifts	Ten 8 hour shifts
Two – five years	7.5 24- hour shifts	Fifteen 8 hour shifts
Five – eighteen years	Ten 24-hour shifts	Twenty-five 8 hour shifts
Eighteen – retirement year	Twelve and half 24- hour shifts	Thirty 8 hour shifts
Retirement year	Fourteen 24- shifts	Thirty 8 hour shifts

19.3 Employees hired after January 1, 2019, will be eligible for annual vacation according to the following schedule:

Years of Department Service	A-D and F Shifts	E Shift
Appointment – two years	Four 24-hour shifts	Ten 8 hour shifts
Two – five years	Five 24- hour shifts	Fifteen 8 hour shifts
Five – eighteen years	Eight 24-hour shifts	Twenty-five 8 hour shifts
Eighteen – retirement year	Ten 24-hour hour shifts	Thirty 8 hour shifts
Retirement year	Twelve 24- hour shifts	Thirty 8 hour shifts

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

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

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

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

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

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

- 19.7 Vacation lists will be posted by the City according to platoons.
- 19.8 Vacations will be chosen by department seniority on each platoon and continued down the seniority list until each employee has chosen his/her vacation as listed as follows:
- a. Each employee will, on his/her first choice, choose four 24 hour vacation days. It is mutually agreed upon by the City and Association that vacation choices are Kelly picks in lieu of overtime pay. These Kelly picks will be picked first before all others and will constitute four — 24 hour picks.
  - b. After step (a) the balance of full vacations will be chosen by using the same seniority procedure. Any partial vacation picks will then follow using the same procedure until all entitled vacations are accounted for.
  - c. Only one (1) officer can pick vacation (be off on vacation) at a time.
  - d. Vacation accruals shall take effect as of the permanent anniversary date of employment.
  - e. Notwithstanding other provisions of this Article, all request for vacation must be approved by the Chief or his designee and shall be granted in accordance with the operational needs of the Department. Exceptions may be granted at the discretion of the Chief or his designee.

## **ARTICLE 20**

### **SERVICE CONNECTED DISABILITY AND DEATH BENEFITS**

- 20.1 Service connected death benefits. The employer will provide employees covered by this Agreement, for the term of this Agreement, with all the benefits, terms and conditions of Article 10, Section 208-b and Section 208-c of the General Municipal Law as added by L. 1958, c. 882, and amended by L. 1965, c. 742.
- 20.2 The death benefit to be paid under the terms and conditions of Section 208-b will be one year's salary and one thousand dollars (\$1,000.00) for each child under the age of eighteen or where applicable, the benefit provided by 208-c.

## **ARTICLE 21**

### **INSURANCE**

- 21.1 Medical Insurance
- a. The City agrees to provide health insurance coverage including optical coverage under Blue Cross Blue Shield Classic Blue Plan. The health benefits shall include a drug prescription card through ProAct, and a dental plan through Guardian.
  - b. The cost of the health insurance shall be as follows: The City shall pay the full cost of the health insurance benefits for each employee. Employees in the bargaining unit selecting a family plan, shall contribute a percentage of the difference between individual health and dental insurance and family health and dental insurance as follows:
  - c. Effective January 1, 2011, the premium employee contribution shall increase to 14%.

- e. The parties agree that the City may change health insurance plans, including self-insurance, to an equivalent plan, with at least thirty days' notice and consultation with the Union. If a change in the health insurance plan is made, there shall be no additional cost to the employees in the year of change.
- f. The prescription drug component of the health insurance will be: \$5.00 for generic drug; \$15.00 for brand name (formulary) drug; and \$30.00 for non-preferred (non-formulary) drug. In the event there is no generic equivalent available, the employee will only be obligated to pay the generic co-pay of \$5.00.
- g. The current prescription drug plan is an open formulary plan.

21.2 Medical Insurance Upon Retirement

- a. Employees covered by the City's health insurance plan shall have the right to retain health insurance coverage after retirement, upon completion of ten (10) years of City service. For employees with at least ten (10) years of City service, but less than twenty (20) years, the City will pay fifty percent (50%) of such health insurance (for individual or family coverage, as applicable).
- b. Any employee hired prior to January 1, 2013 who has twenty (20) or more years of service or who receives an accidental or performance of duty disability retirement shall receive from the City fully paid health insurance (for individual or family coverage, as applicable).
- c. Any employee hired on or after January 1, 2013 who has twenty (20) or more years of service or who receives an accidental or performance of duty disability retirement shall receive from the City health insurance (for individual or family coverage, as applicable), provided the employee shall contribute the same percentage of premium for the health insurance in retirement that was in effect on the date of his/her retirement. This percentage contribution (the percentage number in effect on the date of retirement) shall remain in effect throughout the employee's retirement years (meaning the dollar amount of the employee's contribution may increase or decrease as the premium changes).

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

21.4 A complete physical examination will be required for all employees, the cost to be paid by the City. The physician will be selected by the City. A copy of the physician's report must be forwarded to the Personnel Department. Employees who were scheduled for their annual physical but fail to appear as scheduled without sufficient advanced notice to avoid incurring a charge for the no show/late cancellation shall be personally responsible to the City for any costs which it incurs by reason of this failure. The Department will publish the cancellation policy and the amount of late cancellation fee.

## **ARTICLE 22**

### **HOURS OF WORK**

- 22.1 In view of the requirements that the City be protected twenty-four (24) hours per day, seven (7) days per week, the Chief will schedule assignments and tours of duty based on seniority and qualifications.
- 22.2 The State mandated average forty (40) hour Work week over the fiscal year will be recognized by both parties unless changed by State Legislation.
- 22.3 The A-D shifts will be twenty-four (24) hours starting at 07:30 and ending at 07:30.
- 22.4 Employees will be permitted to voluntarily trade work or leave days, subject to the approval of the duty officer.
- 22.5 Changes to hours may be mutually agreed upon hours by the member and the Fire Chief.

## **ARTICLE 23**

### **OVERTIME AND EMERGENCIES**

- 23.1 Any firefighter recalled to duty for any emergency declared by the Mayor, Fire Chief, or the officer in charge or is recalled to bring a schedule shift up to the required manpower because of sickness or other reasons or is scheduled to work a City recognized holiday, will receive one and one-half his/her hourly rate at a minimum of four (4) hours pay. Employees who are called into work and who receive a minimum of four (4) hours for the call – in will be released from duty as a result of the call in at the discretion of the officer in charge. Any firefighter required to work over his/her scheduled shift will be paid at one and one-half (1 1/2) times his/her hourly rate rounded up to the nearest one – quarter of an hour.

Employees will be able to bank overtime hours for use or pay. Accumulated hours will be paid upon employees request at the second payday of November. If an employee chooses to carry hours over past the designated paid date, he/she will have until the end of the following year to use or lose the carried hours. The hours must be used in a minimum of four (4) hour segments or at the discretion of the officer in charge. The hours cannot be used on any of the paid holidays (for the entire 24-hour period) or during Harborfest, (Thursday 17:30 hrs. to Monday 07:30 hrs.) unless allowed by the officer in charge. Employees must indicate to the officer in charge if they wish to bank time. Failure to do so results in the payment as overtime.

All overtime hours for call-in by pager or for holdover will not be charged to the employees accumulated hours.

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

- 23.2 Any recall of personnel as described above will be by the lowest amount of accumulated overtime. It is understood that officers will not be recalled to fill vacancies in the file, and file will not be recalled to fill vacancies within the officer ranks. During an emergency, when an entire shift is recalled, seniority will not be a consideration in this regard.
- 23.3 In the event that all companies are required to remain at a fire long enough to require standby assistance, the recall procedure above will be used for an officer and the required amount of men to man the backup pumper. If no backup pumper is available, mutual aid will be called for a pumper and driver. This pumper will be manned as above. This procedure does not apply to a major fire or disaster, recalling requiring the call-in of all off-duty personnel.
- 23.4 if any employee refuses overtime, he/she will be charged the amount of time for that call-in. However, an employee will have the option to refuse any overtime without penalty of being charged if he/she:
- a. Is on vacation, including the three (3) days prior and after vacation;
  - b. Would be required to work a double shift (48 consecutive hours);
  - c. Was previously granted time off;
  - d. Is on bereavement leave.
- 23.5 Placement of personnel, called in to complete a shift, will be up to this the discretion of the officer in charge.
- 23.6 New employees shall not be eligible for overtime until they have met the requirements for the New York State Probationary Firefighters Training, however, this does not apply to emergencies declared by the Mayor, Fire Chief or Officer in Charge. New firefighters accumulated overtime will start with the highest of all firefighters.
- 23.7 Overtime hours for mandatory classes will not be charged to the employees accumulated hours. Only short shift overtime is chargeable overtime.

## **ARTICLE 24**

### **WAGES, INCREMENTS AND OUT OF GRADE WORK**

- 24.1 Wages - all employees will be put on their respective step or grade effective January 1, 2017. The Salary Schedule attached to this Agreement will reflect wage increases as follows:
- a. Effective and retroactive to January 1, 2017: 2% wage adjustment.
  - b. Effective and retroactive to January 1, 2018: 3% wage adjustment.
  - c. Effective January 1, 2019: 3% wage adjustment.
  - d. Effective January 1, 2020: 0% wage adjustment.
  - e. Effective January 1, 2021: 4.75% wage adjustment.
  - f. Effective January 1, 2022: 4.75% wage adjustment.

Effective JANUARY 1, 2014 the method of payment for all employees shall be by direct deposit.

- 24.2 Longevity increases - each employee will be paid on his/her Department anniversary date. Such increases will be in accordance with the attached Salary Schedule.
- 24.3 Out of Grade Work - compensation for out of grade work will be paid to any employee who is:
- a. Temporarily assigned to perform duties of a higher grade or rank.
  - b. Move up will be governed by:
    1. qualification and clean record, determined by the Fire Chief.
    2. seniority
  - c. Compensation will be in the form of pay and will be at the rate of the grade or rank performed and will commence on the fifth day of such employment.
  - d. An officer will not be asked to perform the duties of a firefighter until after all firefighter have refused or are unable to fulfill the vacant position.
  - e. Compensation for such duties will not be granted for filling vacancies for vacations or personal leave.
- 24.4 Advanced Life Support/Intermediate Life Support - The City has implemented Advanced Life Support and Intermediate Life Support services and the parties have agreed to compensate those firefighters providing this service.
- 24.5 Those performing Advanced Life Support service will receive an annual stipend of \$1,500. This \$1,500 stipend will be paid to each Advanced Life Support certified firefighter on the first pay day in December. Anyone not having said Advanced Life Support certification for one (1) year will receive a prorated stipend. This stipend will increase in increments of \$500 in years 2019, 2020, and 2021 to a maximum of \$3,000.
- 24.6 Annual stipends of \$750 will be paid to all Intermediate Life Support certified firefighters on the first pay day of December. Anyone not having said Intermediate Life Support certification for one (1) year will receive a prorated stipend.
- 24.7 An annual stipend of \$1,750.00 will be paid to EMT—Paramedics on the first pay day of December. This stipend will increase in increments of \$500 in years 2019, 2020, and 2021 to a maximum of \$3,250.
- 24.8 For those firefighters who have obtained Advanced Life Support and Intermediate Life Support certifications, the Intermediate Life Support rate will be prorated from date of initial certification to date of advanced certification.

## **ARTICLE 25**

### **UNIFORM ALLOWANCE**

- 25.1 All employees will receive each year of the contract a clothing allowance of six hundred, fifty \$650.00. The clothing allowance shall be paid by the second pay day of each year.

- a. Employees may opt for a uniform account in lieu of a \$650 cash payment, maintained by the City, to purchase uniform and apparel through the City and the City's Purchasing Policy.
  - b. Employees opting in must do so in writing by November 1 for the following year in its entirety. Once opting in, employees must remain in the program until the end of the year. There will be no pay out for remaining balances.
  - c. Employees must obligate fund balances by the end of the calendar year.
- 25.2 Employees of the Fire Department are required to maintain their uniforms in a neat and clean manner at all times. Directives by superior officers to repair, replace or clean uniform items will be obeyed immediately.
- 25.3 New Firefighters will receive a clothing allowance of \$650.00 the first year, regardless of date of hire and are eligible to opt into City Purchasing as in 25.1a.
- 25.4 The City will replace all uniforms damaged in line of duty, upon certification of the Fire Chief.
- 25.5 The City shall replace any glasses, other than contact lenses, and dentures, if said articles are lost, damaged, or destroyed in the line of duty. Any claim arising under this provision shall be made immediately to the senior officer in charge.

**ARTICLE 26**

**NEW YORK STATE RETIREMENT**

- 26.1 The City will pay an Employee's cost in the New York State Police and Fireman's Retirement System under the current and existing plans of which they are a member. Effective January 1, 1995 the City agrees to add Plan 384-d (20 year) to the current plans available to Employees in the unit.
- 26.2 Section 375-i - Improved Career Plan - Employees shall be eligible to elect an optional supplemental Plan 375-i, subject to the provision that there is no additional cost over Plan 384 now or in the future.

**ARTICLE 27**

**SAVINGS CLAUSE**

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

**ARTICLE 28**

**CONCLUSION OF COLLECTIVE NEGOTIATIONS**

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

**ARTICLE 29**

**LEGISLATIVE ACTION**

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

**ARTICLE 30**

**GML §207-a LEAVE**

- 30.1 The other provisions of this Agreement relating to sick leave accruals (Article 17.3, a), holiday leave (Article 18), vacation leave (Article 19.2) and personal leave (Article 16.1) and uniform allowance (Article 25.1) notwithstanding, employees on 207-a GML leave for more than nine calendar months shall not continue to accrue vacation leave, sick leave or personal leave and will receive any clothing allowance on a prorated basis. If clothing allowance has already been paid, the employee will be permitted to use that money toward clothing.
- 30.2 Employees on GML §207-a leave status shall retain all leave credits accrued up to and including the first nine calendar months, from date of injury, in such status and upon return to Work will again accrue leave time and credits prospectively and prorated uniform allowances reduced by any overpayments received at the inception of the 207-a leave. Persons who do not return to active duty may retain any overpayment.

**ARTICLE 31**

**FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY**

- 31.1 Family leave shall be granted to an eligible employee to a total of twelve (12) work weeks of leave during any twelve (12) month period for the following:
- a. Because of the birth of a son or daughter of the employee and in order to take care for such son or daughter.
  - b. Because of the placement of a son or daughter with the employee for adoption or foster care;

- c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;
  - d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee;
- 31.2 An eligible employee shall be required to use accrued paid vacation, personal leave, or family leave of the employee for the leave provided under subparagraph A, B, or C above. An eligible employee may be required to use accrued paid vacation leave, personal leave or sick leave for leave provided under paragraph C or D above for any part of the twelve-week period of such leave.
- 31.3 The City shall maintain coverage for health and dental insurance to an employee on leave pursuant to this section for the duration of the twelve (12) week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The City may recover the premium that the City paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave if the employee fails to return from leave after the twelve (12) week period and (1) the employee fails to return for a reason other than the continuation, recurrence, or (2) onset of a serious health condition that entitles the employee to leave under subparagraph C or D above or, other circumstances beyond the control of the employee.
- 31.4 Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the Family Leave Act.

**ARTICLE 32**

**DUE PROCESS HEARING PROCEDURE**

- 32.1 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:
- a. 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.
  - b. This Article shall not apply to administrative matters, including, but not limited to grievances and arbitrations.

**ARTICLE 33**

**JURY DUTY LEAVE**

- 34.1 Any employee summoned to jury duty will be allowed time off with pay, and no loss of accrued time to appear for, and/or participate in jury duty. If an employee is scheduled to work during or after jury duty, he/she has up to two (2) hours from release time for jury duty to report to work. Any employee called to jury duty must provide the Chief or his designee with a copy of the summons and/or proof of service if requested.

## **ARTICLE 34**

### **DRUG AND ALCOHOL POLICY AND PROCEDURE**

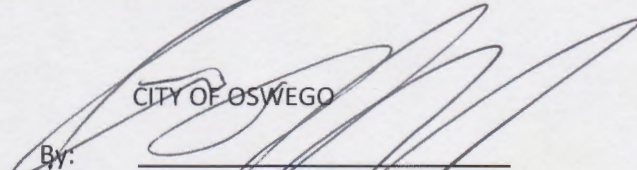
- 34.1 Effective October 21, 2014, members of the bargaining unit will be subject to drug and alcohol testing as set forth in the attached Drug and Alcohol Policy and Procedure.

**DURATION**

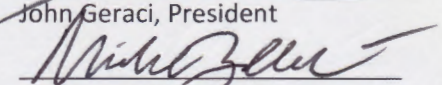
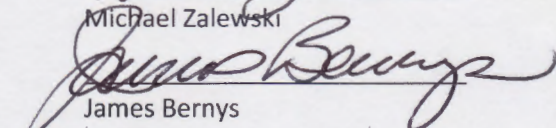
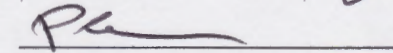
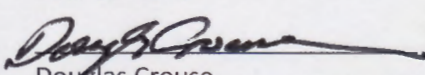
This Agreement will be effective as of January 1, 2017, and remains in full force and effect until December 31, 2022, and from year to year thereunder unless either party to this agreement notifies the other party at least one hundred twenty (120) days prior to the expiration date hereof, or any annual renewal thereof, of their intention to amend or modify this agreement.

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

Date: 12/20/2018

  
CITY OF OSWEGO  
By: \_\_\_\_\_  
William J. Barlow Jr., Mayor

Date: 12/20/2018

THE CITY OF OSWEGO FIREFIGHTERS  
ASSOCIATION  
By: \_\_\_\_\_  
John Geraci, President  
  
Michael Zalewski  
  
James Bernys  
  
Paul Conzone  
  
Douglas Crouse



## I.A.F.F SALARY SCHEDULE

<b>2021</b>	<b>Base</b>	<b>1st Yr.</b>	<b>2 Yr.</b>	<b>3 Yr.</b>	<b>4 Yr.</b>	<b>5 Yr.</b>	<b>10 Yr.</b>		
Firefighter	\$ 43,019	\$ 46,437	\$ 48,081	\$ 50,138	\$ 52,603	\$ 55,478	\$ 61,238		
Lieutenant						\$ 59,984	\$ 65,752		
Captain						\$ 63,443	\$ 69,206		
Deputy Chief						\$ 66,898	\$ 72,662		
<b>2022</b>	<b>Base</b>	<b>1st Yr.</b>	<b>2 Yr.</b>	<b>3 Yr.</b>	<b>4 Yr.</b>	<b>5 Yr.</b>	<b>10 Yr.</b>		
Firefighter	\$ 45,063	\$ 48,643	\$ 50,364	\$ 52,519	\$ 55,102	\$ 58,113	\$ 64,147		
Lieutenant						\$ 62,833	\$ 68,876		
Captain						\$ 66,457	\$ 72,493		
Deputy Chief						\$ 70,075	\$ 76,113		

## ARTICLE 34

### DRUG AND ALCOHOL POLICY AND PROCEDURE

The procedures outlined in this document for drug and alcohol testing shall be incorporated into the Collective Bargaining Agreement between the Oswego Firefighter's Association, Local 2707, IAFF, ["Union"] and the City of Oswego ["Employer"] and subject to the discipline, grievance and arbitration provisions contained therein.

**Section 1 – Purpose:** The Union and Employer recognize that illegal drug use and inappropriate alcohol use by employees is a threat to the public welfare, as well as the safety of department personnel. It is the goal of this policy to eliminate illegal drug use and inappropriate alcohol use through education, rehabilitation and, when appropriate, discipline. Additionally the parties recognize that the possession, use or being under the influence of alcoholic beverages while an employee is on duty and/or at the Employer's work sites is a threat to safety and, therefore, not permitted ("inappropriate alcohol use").

**Section 2 – Informing Employees About Drug and Alcohol Testing:** All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information about the impact of the use of alcohol and illegal drugs on job performance. In addition, employees will be informed about the Employer's Employee Assistance Program ["EAP"] and that they have the right to seek confidential assistance related to alcohol or drug use. The Employer will inform employees on how the tests sanctioned by the Policy and Procedure are conducted, what the tests can determine and the consequences of testing positive. Current employees will be informed about the foregoing as soon as reasonably possible after enactment of this Policy. All newly hired employees will be provided with this information on their initial date of employment. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign the attached Consent and Release Form (Appendix a, hereto).

**Section 3 – Voluntary Request for Assistance:** Employees who come forward voluntarily and ask for assistance to address a drug or alcohol problem shall not be disciplined by the Employer; however, three or more voluntary requests for assistance in a five (5) year period may be grounds for disciplinary action. With respect to a first and second request, no disciplinary action will be taken unless the employee refuses to participate in rehabilitation, fails to complete successfully a rehabilitation program, or again tests positive for drugs within five (5) years of completing his/her most recent rehabilitation program.

**Section 4 – Employee Testing:** Employees shall not be subjected to random testing for the purpose of discovering possible alcohol or illegal drug use. If, however, there is a reasonable suspicion to believe an employee's work performance is impaired by alcohol or illegal drug use, the Employer may require the employee to undergo a medical test, consistent with the conditions set forth in this Policy. As with all terms of this Policy, whether

“reasonable suspicion” to test exists shall be subject to the grievance and arbitration provisions in the Collective Bargaining Agreement. Testing need not be delayed while the matter of reasonable suspicion is adjudicated; provided, however, that if it determined that reasonable suspicion did not exist, the test results will be expunged from City records and no discipline imposed. A positive test result will not be admissible in determining the existence of reasonable suspicion. Note, however, that if the basis for “reasonable suspicion” is upheld after a challenge by the Union or if no challenge is undertaken, then the employee who tests positive will be subject to the same follow up testing required of one who tests positive (see Section 12).

Reasonable suspicion may be based on the following:

- A. Involvement in an on duty accident involving a fatality or serious bodily injury or an accident involving substantial property damage (exceeding \$10,000); or
- B. Observable phenomena (by at least two persons), such as direct observation of alcohol/illegal drug use or the physical symptoms of being under the influence of alcohol/and illegal drug; or
- C. A pattern of abnormal conduct of erratic behavior; or
- D. An arrest and conviction of a drug related offense or for an on duty DWAI or DWI; or
- E. Information provided by at least two reliable and credible sources that has been corroborated independently.

The burden of proving “reasonable Suspicion” is that of the Fire Chief or designee.

In all situations, the requirement to be tested rests in the sole discretion of the Fire Chief.

**Section 5 – Sample Collection:** Prior to any testing, the employee will be required to sign the Consent and Release Form attached hereto as Appendix A.

At the time of execution of this Policy, the collection and testing of samples shall be performed by a laboratory at Oswego Health. Any move from Oswego Health to another testing facility shall be done only upon mutual consent, which will not be withheld unreasonably by either party. All testing and standards will conform to the requirements set forth by the Omnibus Transportation Employee Testing Act of 1991 (“CDL Testing”), as may be amended from time to time.

The collection of samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples. The Union and the Employer agree that security of the sample(s) is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised in any way, a positive test shall be invalid and

may not be used for any purpose. The burden of proving any compromising of security will be on the Employee and/or Union.

Employees shall have the right to Union representation during the collection of the sample, provided said representation does not interfere with the testing or delay the process by more than two (2) hours.

The only samples which can be collected pursuant to this Policy are urine, blood or breath.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. If the split sample is tested and the test comes back negative, the Employer shall be responsible for payment of same; if however the results are positive, it is the employee's responsibility to pay the expenses of the split sampling. All samples must be stored in a scientific acceptable, preserved manner. All positive, confirmed samples and related paperwork must be retained by the laboratory for the duration of any grievance/disciplinary action or legal proceedings. The paperwork, although necessarily the sample, shall be maintained for five (5) years from the conclusion of the grievance/disciplinary action or legal proceeding, whereupon it shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet do not affect the results. To effectuate this requirement, an employee, prior to the commencement of any testing, must inform the tester of the present use of any and all medications and anything else that may impact the testing.

**Section 6 – Drug Testing:** The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided by the CDL testing regulations. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites 100ng/ml  
Cocaine metabolites 300 ng/ml  
Opiate metabolites 300 ng/ml\*  
Phencyclidine 25ng/ml  
Amphetamines 1,000 ng/ml

\*25 ng/ml if immunoassay specific for free morphine

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values:

Marijuana metabolites 15 ng/ml  
Cocaine metabolites 150 ng/ml  
Opiates:  
Morphine 300 ng/ml

Codeine 300 ng/ml  
Phencyclidine 25 ng/ml  
Amphetamines:  
    Amphetamine 500 ng/ml  
    Methamphetamine 500 ng/ml  
Benzoyllecgonine

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

**Section 7 – Alcohol Testing:** A breathalyzer or similar test equipment shall be used to screen for alcohol use and, if positive, shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the New York State Police. An initial positive alcohol level shall be a BAC of .02 or above. If initial results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial results are positive, the test shall be confirmed by using a blood alcohol level. Sample handling procedure, as detailed in section 5, shall apply. A positive blood alcohol level shall be a BAC of .02 or above. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

**Section 8 – Medical Review Physician:** The Union and Employer agree to use a licensed physician with knowledge of substance abuse disorders who is employed or works at Oswego Health (or any successor Laboratory) as their Medical Review Physician ["MRP"]. The MRP shall be familiar with the characteristics of drug and/or alcohol tests (sensitivity, specificity, and predictive value), the laboratories conducting the tests and the medical conditions and work exposures of the employees. The role of the MRP will be to review and interpret any positive test results. This action shall include conducting a personal interview with the affected employee, review of the employee's medical history and review of any relevant biomedical factors. The MRP shall review all medical records provided by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

**Section 9 – Laboratory Results:** The laboratory will advise only the employee and the MRP of positive results. The results of a positive drug or alcohol test can only be released to the Employer by the MRP once s/he has completed his/her review and analysis of the laboratory's test. The Employer will be required to keep the results confidential; they shall not be released to the general public.

**Section 10 – Testing Program Costs:** The Employer shall pay for all costs involving drug and alcohol testing, as well as the charges of the MRP. If the split sample is tested and the test comes back negative, the Employer shall be responsible for payment of same; if

however the results are positive, it is the employee's responsibility to pay the expenses of split sampling.

**Section 11 – Rehabilitation Program:** Any employee who tests positive for alcohol or an illegal drug shall be evaluated, counseled and treated consistent with the recommendations of the Employer's EAP counselor; provided, however, that an employee may voluntarily enter rehabilitation without prior testing. Treatment and rehabilitation shall be paid by the employee's health insurer. Any costs over and above insurance coverage shall be paid by the Employee for initial treatment and rehabilitation.\* Employees will be allowed to use accrued and earned leave time during treatment and rehabilitation.

\*As of September 2014 Health Plan paid for inpatient rehab and outpatient care.

**Section 12 – Retesting:** Employees who enter treatment/rehabilitation on their own initiative shall not be subject to re-testing. Employees who enter treatment/rehabilitation as a result of a positive test result shall be subject to random re-testing for a maximum of 18 months after completing treatment. If during this 18 month random re-testing period the employee tests positive again, s/he shall be subject to discipline. The employee will also be re-evaluated by an EAP counselor to determine if additional counseling and/or treatment is required. During the period of the second treatment, the employee will be solely responsible for any costs not covered by insurance. If an employee tests positive during this subsequent 18 month period, which in effect will be the employee's third chance for rehabilitation, the employee will be automatically terminated; however, the employee retains the right to challenge the validity of the testing process. If the process is found to be in order, the penalty cannot be modified by the Arbitrator.

**Section 13 – Duty Assignment After Treatment:** Once an employee successfully completes rehabilitation, s/he shall be returned to her/his regular duty assignment. Five years after employee successfully completes treatment/rehabilitation, and provided all interim tests are negative, the employee's personnel file shall be purged of any reference to her/his drug or alcohol problem.

**Section 14 – Right of Appeal:** The employee has the right to challenge the basis for the random testing, the results of the drug/alcohol tests and any discipline imposed (unless otherwise stated in this Policy) in the same manner that any other Employer action can be grieved.

**Section 15 – Discipline:** No disciplinary action will be taken against an employee unless s/he refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or tests positive for the same offense within 5 year(s) of completing and appropriate rehabilitation program.

**Section 16 – Conflict with Other Laws:** This Policy Procedure is not intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.

**APPENDIX A**

**CONSENT AND RELEASE FORM FOR DRUG/ALCOHOL TEST PROGRAM**

I acknowledge that I have received a copy of, have been duly informed, and understand the Drug and Alcohol Policy and Procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed about how the tests are conducted, what the test can determine and the consequences of testing positive for drug or inappropriate alcohol use.

I have been informed of the Employee Assistance Program ["EAP"]. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through EAP, that I will not be disciplined by the Employer, except as stated in this Policy.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Employer being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to EAP and that I will be required to complete a rehabilitation program. Disciplinary action may be taken against me as more fully detailed in this Policy. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

\_\_\_\_\_  
Printed or typed name of employee

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

cc: Personnel File

## NEWLY HIRED FIREFIGHTER WITH EMT PARAMEDIC CERTIFICATION

In order to ensure that the City of Oswego / Oswego City Fire Department does not invest time and money in training persons for the position of a Firefighter without receiving the services of a fully trained Firefighter Paramedic, the following agreement is made by and between \_\_\_\_\_ (herein referred to as the "FIREFIGHTER CANDIDATE") and the OSWEGO CITY FIRE DEPARTMENT (herein referred to as the "AGENCY").

1. The Firefighter candidate agrees to undertake EMT Paramedic training at a school chosen by the Agency and to successfully complete such training. He or she then agrees to serve as a Probationary Firefighter and subsequently as a Firefighter in the City of Oswego Fire Department. The Firefighter Candidate further agrees to devote full time to the training and subsequent service and to perform all assignments in a satisfactory manner.
2. The Agency agrees to provide the Paramedic training specified above, to furnish the Firefighter candidate with any allowances provided for in the current agreement between the City of Oswego and the Oswego Firefighters Association.
3. Because of the many costs involved in the training are difficult to allocate with exactitude and damages for breach of agreement are likewise difficult to assess, the Firefighter Candidate agrees to pay the Agency the sum of \_\_\_\_\_ dollars, not as a penalty but as agreed upon liquidated damages, in the event that he or she terminates his or her employment with the Agency, within thirty-six (36) months after the Firefighter Candidate's completion of training. It is estimated that the current costs of training Firefighters \_\_\_\_\_.
4. No liquidated damages will be payable in the event the Firefighter Candidate fails to satisfactorily complete, or is dismissed during, the EMT Paramedic training or in the event that he or she is required to terminate his or her employment due to a disabling illness or injury.
5. The exceptions in Paragraph 4 above, shall not apply in the event that there is substantial evidence that the Firefighter Candidate has been dismissed as a result of misrepresenting his or her basic qualification for employment, or has caused his or her dismissal, failure, illness or injury in an attempt to avoid paying liquidated damages under the term of this agreement.
6. Damages will be prorated based upon continued employment during the 36 month period. In the event liquidated damages become payable, for each month of employment following the completion of EMT Paramedic training, the amount due shall be reduced 1/36 until the entire amount is forgiven after completion of the 36 months of employment.
7. In the event the Firefighter Candidate is called to active military duty, has his or her probationary period extended, or is granted a leave of absence during the period

covered by this Agreement, the period of the agreement shall be extended accordingly.

8. Firefighter Candidate also states that the information placed on his or her formal application and that given to background investigators is accurate and complete to the best of his or her knowledge and belief. He or she recognizes that any breach of this agreement will be reported to future employers making inquiry.
9. The agreement shall become effective at 5:00 PM on the date of hire and shall remain in full force and effect for thirty-six (36) months following completion of training, unless extended as provided in Paragraph 7 above.
10. If the Agency is required to institute litigation to compel payment of compensation as provided in this agreement, and if the Agency prevails in said litigation, Firefighter Candidate shall pay reasonable costs incurred therein, including attorney's fee.
11. This document embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by the Agency other than that contained herein.

The foregoing provisions are understood and agreed to by the undersigned.

IN WITNESS WHEREOF, the parties have executed this agreement at

Oswego, New York on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Firefighter Candidate \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness \_\_\_\_\_

This was explained in detail to the Firefighter Candidate by \_\_\_\_\_

On \_\_\_\_\_