

**CITY OF ONEIDA
MANAGEMENT/
CONFIDENTIAL EMPLOYEE
HANDBOOK**



**CITY OF ONEIDA
109 NORTH MAIN STREET
ONEIDA, NEW YORK 13421**

MANAGEMENT/CONFIDENTIAL EMPLOYEE HANDBOOK

The following benefits apply to the employees of the City of Oneida classified as management and confidential unrepresented personnel, (hereafter referred to as "The Employees") as specified below:

*Assessor

Assistant City Engineer

*City Clerk

*City Comptroller

*City Engineer

Deputy City Clerk/Secretary to the Mayor

Deputy City Comptroller

*Director of Planning and Economic Development

*Director of Recreation

Executive Secretary to the Civil Service Commission

**Fire Chief (See Section O)

*Police Chief (See Section P)

Water Superintendent

*Department Heads

** Emergency Management Directors are responsible for planning and leading the responses to natural disasters and other emergencies. Directors work with other government agencies, nonprofits, private companies, and the public to develop effective plans that minimize damage and disruptions during an emergency. During the event of an emergency, the role of Emergency Management Director is performed by the Fire Chief.

A. Secondary Employment

The employees shall not engage in other employment or professional activity that could impair their independence of judgement in the exercise of their official duties

B. Holidays

The employees, except for the Police Chief (see Section P), shall be entitled to the same paid holidays as provided for by the CSEA contract, as follows:

New Year's Day	President's Day
Good Friday	Memorial Day
July 4 th	Labor Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	

In the event that an additional holiday is negotiated by the City with the CSEA, PBA, or OPFA, such additional holiday shall be deemed included in the benefits for The Employees.

With respect to employees having a normal Monday through Friday work week, if one of the aforesaid holidays falls on a Sunday, Monday shall be observed as the legal holiday. If such holiday falls on a Saturday, Friday shall be observed as the legal holiday.

In the event The Employees work on a holiday, the said Employee(s) shall be eligible for a day in lieu at a date convenient to the Employee and their duties.

C. Vacation

Vacation shall be credited to the employees, except for the Fire Chief (see Section O) and Police Chief (see Section P), vacation time banks on January 1st of each calendar year. The employees shall earn vacation credits in accordance with the following:

<u>Years of Service</u>	<u>Total Days per Year</u>
1-2 years	10 Days
3-9 years	15 Days
10-19 years	20 Days
20 years	25 Days

The Employees shall be entitled to carry over up to 10 days of vacation leave credits. Those wishing to carry over more than 10 days of vacation must have written permission from the Mayor.

Beginning in 2006, the Employees shall have the option of cashing out up to 10 days of vacation leave credits per year, with written permission from the Mayor. Such cash out will be issued in a separate check no later than January 15th of the following year.

Department Heads shall advise the Mayor in writing if they will be away from the work place for one day or more, for vacation or other reasons. Such notice shall state the date(s), time and duration of the expected absence.

Confidential employees shall file a written request for vacation leave with their Department head.

When an Employee has less than 12 full months of continuous service prior to January 1, he/she shall be entitled to vacation leave prorated on the basis of the number of months of service completed by January 1.

D. Sick Leave

Sick leave benefits and responsibilities for The Employees, except for except for the Fire Chief (see Section O) and Police Chief (see Section P), shall be the same as those in the CSEA contract, as follows: "...eligible employees shall receive one day of sick leave for each four (4) weeks of continuous service in the employ of the City." The Employees may accrue a maximum of 260 sick days.

To be eligible for paid sick leave, an Employee shall notify the Mayor or their department head on or before their normal time to report in each morning when they report as ill. If said Employee is ill for a period of three or more consecutive days, they may be required to supply the Mayor or their department head, upon request, with a doctor's certificate substantiating such illness in order to be paid therefore.

Between September 1st and October 1st of each year, Employees, with the exception of the Fire Chief and the Chief of Police, with over 130 days of accrued sick leave may submit a request to the Mayor, to buy back up to a maximum of 30 days leave per year. Such "buy back" shall be the same as provided by the CSEA contract which currently reads, "at 75% of the Employee's regular hourly wage, and shall be issued in a separate check in the first paycheck in December in the year of election." In no event may an Employee's sick leave accruals fall below 100 days after "buying back" sick leave.

E. Personal Leave

The Employees, except for the Fire Chief (see Section O) and Police Chief (see Section P), shall be credited with five (5) personal leave day credits effective January 1 of each year.

Except for emergency situations, arrangements for use of personal leave shall be submitted to the Mayor for approval at least forty-eight (48) hours in advance of taking such leave. If the Mayor is not available, such permission shall be obtained from the Deputy Mayor.

Unused personal leave, at the end of each calendar year, shall be added to accumulative sick leave. This is not intended to increase the maximum sick leave accumulations beyond 260 days.

F. Bereavement Leave

The Employees, except for the Fire Chief (see Section O) and Police Chief (see Section P), shall be granted three (3) days bereavement leave for a death in their immediate family. A longer allowance may be granted by the Mayor or Department Head should there be extenuating circumstances which, in their opinion, warrant such extension, providing the employee makes a written request for same.

Immediate family is defined as father, mother, grandparents, father-in-law, mother-in-law, brother, sister, wife, husband, children, or member of the household, or if the employee is vested with major responsibility for the deceased's affairs. Should more than one death in the Employees' immediate family occur in the same calendar year, additional paid bereavement leave, not exceeding an additional three (3) calendar days, may be granted at the discretion of the Mayor or department head.

G. Military Leave

Leave for military reserve training shall be granted with pay as prescribed by law.

H. Jury Duty

On receipt of proof of jury services or appearances as a witness to subpoena or other order of the court (for job-related actions only). The employees shall be granted a leave of absence with pay, with no charge against leave. The employee must submit to the Mayor or Department Head necessary proof of jury service, subpoena, or court order in each event.

No employee shall be entitled to any additional compensation from the courts for said appearance. If compensation is received, then that amount shall be turned over to the City Chamberlain.

I. Leave of Absence

At the discretion of the Common Council, an employee may be granted a leave of absence without pay for a period not exceeding one year, provided there is sufficient medical justification stipulated by written documentation of a physician, or sufficient personal reasons to be acceptable to the Common Council.

To be eligible for an unpaid medical leave of absence, the employee must have exhausted all accrued sick, vacation, and personal leave. A leave of absence for employment other than the City of Oneida shall not be approved.

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

Upon the expiration of a medical leave without pay, the employee shall be reinstated to the position he/she occupied at the time the leave was granted, provided that the employee submits to the department head a physician's statement attesting to The Employee's physical fitness to perform the duties of the position. No Employee will be allowed to return to duty without such a statement

J. Health and Dental Insurance

The Employees, except for the Police Chief (see Section P), shall be covered under the same health and dental insurance plans as negotiated for the City's bargaining units.

The Employees contribution maximum amount per year is \$3,200.00. The contributions of said employees shall be payroll deducted equally over 24 payrolls.

An employee who elects to not receive health insurance from the City and who provides proof that said Employee is covered by health insurance from a source other than the City, will receive an insurance buy-out from the City in the amount of \$3,000.00 in the first paycheck in December of the year in which the employee did not receive health insurance. Employees who elect to receive the \$3,000.00 shall only be eligible if they have not received the health insurance for the full calendar year.

K. Longevity

The City shall provide longevity payments to employees, except for the Fire Chief (see Section O) and Police Chief (see Section P), based upon the years of continuous service on January 1st, as adjusted by unpaid leaves of absence, in bi-weekly installments as follows:

<u>Years of Service</u>	<u>Longevity Premium</u>
5 years	\$625.00
10 years	\$1,000.00
15 years	\$1,500.00
20 years	\$1,900.00
25 years	\$2,300.00
30 years	\$2,700.00
35 years	\$3,100.00

L. Terminal Benefits

Terminal benefits for The Employees, except for the Fire Chief (see Section O) and Police Chief (see Section P), shall be the same as those provided by the CSEA contract which currently reads, "An employee who retires under the retirement plan of the employer may convert 60% of his unused accumulated sick leave into earned vacation time, in accordance with the following schedule: If the employee has completed twenty-four (24) or fewer full years of service with the City, the maximum amount converted vacation time shall be eighty (80) days; if the employee has completed twenty-five (25) or more full years of service with the City, the maximum amount of converted vacation time shall be ninety (90) days."

Employees who are laid off shall be entitled to receive the benefits provided herein.

In the event of his death, retirement, or voluntary separation from employment by the City, an employee or his estate shall be paid for his unused earned vacation time.

An employee whose employment is terminated by resignation or retirement and who fails to give the City at least ten (10) working days' notice shall forfeit all terminal benefits.

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

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

M. Education Allowance

The City shall reimburse The Employees, up to a maximum of 8 credit hours per semester, for courses completed at an approved institution of higher learning where a grade of C or better is attained by the employee. The course or courses must be job related and require written approval by the Mayor in advance.

N. Vehicles

Those Employees subject to emergency call-out may have use of a City-owned vehicle. The Fire Chief and Police Chief are authorized to take City vehicles home.

Any employee using his personal vehicle in the performance of his official duties shall be compensated at the Internal Revenue Service rate.

O. Fire Chief

The following benefits apply to the position of Fire Chief for City of Oneida as specified below (Effective 01/01/2022):

The provisions of the Collective Bargaining Agreement By and Between the City of Oneida and the Oneida Paid Firefighters Association Local 2692 will apply as described by below. Any future negotiated

changes to these specific sections of the Collective Bargaining Agreement will also change the terms of this agreement. Sections not listed below do not apply. Any notifications in contract referencing "Notifying the Chief" shall mean "Notifying the Mayor".

- A. **Section 2: No Strike Pledge-** Applies as written in the Collective Bargaining Agreement
- B. **Section 5: Retirement Benefits-** Applies as written in the Collective Bargaining Agreement. The Fire Chief will automatically receive the \$7,000.00 retirement bonus upon their retirement.
- C. **Section 7: Sick Leave-**
 - a. **Paragraph 1:** Applies as written in the Collective Bargaining Agreement
 - b. **Paragraph 2:** As modified, "To be eligible for paid leave an employee shall notify the Mayor at least twenty-four (24) hours in advance, unless emergency nature of his illness prevents from giving such notice. If absent three (3) or more consecutive work days, he may be required to submit a medical certificate to the Mayor, substantiating such illness".
 - c. **Paragraph 3, 4, 5, 6, 8, 9:** Applies as written in the Collective Bargaining Agreement
- D. **Section 11A: Authorized Absence-** Applies as written in the Collective Bargaining Agreement
- E. **Section 11B: Family Medical Leave of Absence Policy-** Applies as written in the Collective Bargaining Agreement
- F. **Section 13: Personal Leave-** Applies as written in the Collective Bargaining Agreement
 - a. **Paragraph 1, 3:** Applies as written in the Collective Bargaining Agreement
 - b. **Paragraph 2:** As modified, "Arrangements for personal leave shall be made by the Chief with the Mayor, at least forty-eight (48) hours in advance of taking such leave.
- G. **Section 13A: Military Leave-** Applies as written in the Collective Bargaining Agreement
- H. **Section 13C: Court Leave-** Applies as written in the Collective Bargaining Agreement
- I. **Section 13D: Jury Duty Leave-** Applies as written in the Collective Bargaining Agreement
- J. **Section 15: Vacations-** Amount of days Applies as written in the Collective Bargaining Agreement, converted to hours
- K. **Section 17: Longevity-** Applies as written in the Collective Bargaining Agreement
- L. **Section 18: Clothing Allowance-** Applies as written in the Collective Bargaining Agreement
- M. **Section 20: Miscellaneous- (Provision 1, 2, 3, 4, 6, 13)-** Applies as written in the Collective Bargaining Agreement. All other provisions do not apply in Section 20
- N. **Section 22: Terminal Benefits-** Applies as written in the Collective Bargaining Agreement
- O. **Section 24: Wages-** Salary and salary increases will follow Management/Confidential increase as well as any negotiated agreement between the Chief and the City. Maintained Stipends (Inspector and all EMS level ONLY) will continue as written in the Collective Bargaining Agreement
- P. **Section 24A: Residency-** Applies as written in the Collective Bargaining Agreement
- Q. **Section 30: Education Bonus-** Applies as written in the Collective Bargaining Agreement
- R. **Section 35: Non-Discrimination-** Applies as written in the Collective Bargaining Agreement
- S. **Section 36: Gender-** Applies as written in the Collective Bargaining Agreement
- T. **Section 41: Hospitalization for Widows-** Applies as written in the Collective Bargaining Agreement
- U. **Appendix "A": 207-a Benefits-** Applies as written in the Collective Bargaining Agreement
- V. **Appendix "B": Drug and Alcohol Testing-** Applies as written in the Collective Bargaining Agreement

The Following Sections of the Management/Confidential Handbook also apply:

Section B: Holidays- Applies as written in the Management/Confidential Handbook

Section F: Bereavement Leave- Applies as written in the Management/Confidential Handbook

Section I: Leave of Absence- Applies as written in the Management/Confidential Handbook

Section J: Health and Dental Insurance- Applies as written in the Management/Confidential Handbook

Section M: Education Allowance- Applies as written in the Management/Confidential Handbook

Section N: Vehicles- Applies as written in the Management/Confidential Handbook

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P. Police Chief

The following benefits apply to the position of Police Chief for City of Oneida as specified below (Effective 11/03/2020):

The provisions of the Collective Bargaining Agreement By and Between the City of Oneida and the John R. Deshamps Sr., PBA will apply as described by below. Any future negotiated changes to these specific sections of the Collective Bargaining Agreement will also change the terms of this agreement. Sections not listed below do not apply. Any notifications in contract referencing "Notifying the Chief" shall mean "Notifying the Mayor".

- A. Section 2: No Strike Pledge-** Applies as written in the Collective Bargaining Agreement
- B. Section 6: Salaries-** Only **Provision #2-Longevity, Provision #6- Range stipend, and Provision #7 Education Incentives** applies as written in the Collective Bargaining Agreement. Salaries and salary increase will follow Management/Confidential increases as well as any negotiated agreement between the Chief and the City.
- C. Section 9: Vacations-**Amount of days based on years of service as written in the Collective Bargaining Agreement
- D. Section 10: Holidays-** Applies as written in the Collective Bargaining Agreement
- E. Section 12: Sick Leave-** Applies as written in the Collective Bargaining Agreement
- F. Section 13: Bereavement Leave-** Applies as written in the Collective Bargaining Agreement
- G. Section 14: Paternity/Maternity Leave-** Applies as written in the Collective Bargaining Agreement

- H. **Section 15: Personal Leave-** Amount of days Applies as written in the Collective Bargaining Agreement
- I. **Section 16: Uniform Allowances-** Applies as written in the Collective Bargaining Agreement
- J. **Section 17: Retirement-** Applies as written in the Collective Bargaining Agreement. The Police Chief will automatically receive the \$7,000.00 retirement bonus upon their retirement.
- K. **Section 18: Hospitalization Insurance-** Applies as written in the Collective Bargaining Agreement
- L. **Section 20: Meals and Travel Allowance-** Applies as written in the Collective Bargaining Agreement
- M. **Section 21: Residence-** Applies as written in the Collective Bargaining Agreement
- N. **Section 24: Miscellaneous-** Only **Provision A-Supplemental Insurance** applies as written in the Collective Bargaining Agreement.
- O. **Section 26: Employee Rights-** Applies as written in the Collective Bargaining Agreement
- P. **Section 30: Hospitalization for Widows-** Applies as written in the Collective Bargaining Agreement
- Q. **Section 34-Terminal Benefits-** Applies as written in the Collective Bargaining Agreement

The Following Sections of the Management/Confidential Handbook also apply:

Section A: Secondary Employment- Applies as written in the Management/Confidential Handbook

Section G: Military Leave- Applies as written in the Management/Confidential Handbook

Section H: Jury Duty- Applies as written in the Management/Confidential Handbook

Section I: Leave of Absence- Applies as written in the Management/Confidential Handbook

Section M: Education Allowance- Applies as written in the Management/Confidential Handbook

Section N: Vehicles- Applies as written in the Management/Confidential Handbook