

2017-2022

COLLECTIVE NEGOTIATIONS AGREEMENT

By and Between

THE CITY OF AUBURN, NEW YORK

and

NEW YORK FINGER LAKES REGION POLICE OFFICERS LOCAL NO. 195

and

COUNCIL 82

AMERICAN FEDERATION OF STATE, COUNTY

and

MUNICIPAL EMPLOYEES

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ARTICLE I: RECOGNITION

Section 1. Bargaining Unit

The Employer hereby recognizes the Union as the sole and exclusive collective negotiating agent for all Patrol Officers, Sergeants, Detectives, Lieutenants and Captains of the Police Department of the City of Auburn, New York, excluding the Chief of Police, the Deputy Chief of Police, and School Crossing Guards, and all other employees of the Police Department who are excluded from the New York State Policemen's and Firemen's Retirement System on the basis of their job duties.

Section 2. Obligations of the Union and the Employer

The Union expressly agrees, as a condition of the recognition contained in this Article, not to discriminate with regard to the terms and conditions of membership in the Union on account of sex, age, color, creed or national origins; or to discriminate in representation of all of the employees within the unit, whether members of the Union or not; or to engage in a strike, slowdown, or other work stoppage, nor to instigate, encourage or condone the same.

The Employer or any agent of the Employer shall not discriminate against or interfere with any member of the Union because of his/her membership in or lawful activity on behalf of the Union or any employee who holds any position in the Union. The Employer shall not lock-out the employees or condone the same, nor will the Employer discriminate on the basis of sex, age, color, creed or national origin.

ARTICLE II: UNION SECURITY

Section 1. Union Dues

A. The Employer hereby agrees to deduct bi-weekly from the pay of each employee covered by this Agreement an amount of money in payment of dues in the Union, and the Union sponsored health, accident, and life insurance program, provided that at the time of such deduction there is in the possession of the Employer a written authorization executed by the employee authorizing such deduction by the Employer, prior to the regularly scheduled date of deduction. The Employer further agrees to transmit said Union dues and Union sponsored Insurance Program premiums to Security and Law Enforcement Employee Council 82.

B. The Union, having been recognized as the exclusive representation of the employee, within the bargaining unit, shall be entitled to have deductions made bi-weekly from the pay of each non-Union member in the bargaining unit, an amount equivalent to the dues levied to members of the Union. Non-members of the Union shall be entitled, upon request, pursuant to Article IX, Section 10, of the AFSCME Constitution, to a refund of that amount of their agency shop fee deduction used by the Union in aid of activities or causes of a political or ideological nature. The Union agrees to hold the Employer harmless for any and all damages it may sustain as a result of making this deduction.

C. Payroll Savings Plan. The Employer agrees to deduct for a payroll savings plan from those employees who have authorized such deduction and to transmit said deductions to a FDIC insured bank or NCUA insured credit union authorized to do business in New York State. The Union hereby agrees to hold the Employer harmless for any damages it may sustain as a result of making the payroll deductions provided for in this Article.

Section 2. Union Business

A. The Employer agrees to appoint one (1) employee steward and two (2) alternates for representing Patrol Officers to use up to six (6) hours in any two (2) week period, and one (1) Command Officer to act as steward representing Command Officers, to use up to two (2) hours in any two (2) week period, without loss of pay, non-cumulative, during his normal working hours, to perform the duties of a steward for the Union, and that these employees' names shall be filed with the Police Chief. Such stewards may leave the post to which they are assigned on the Union business, provided they have received permission and entered on the log the time at which they leave and return. In no event will the above activities be permitted to interfere with the efficient operation of the Police Department.

B. The Union may designate up to two (2) delegates who will be given a leave of absence with pay for up to a total of sixteen (16) working days, (the total of sixteen (16) working days to be shared by such delegates), in each contract year, to attend official conventions, educational conferences, seminars and other meetings of the Union. The Union days must be requested thirty (30) days in advance, the Police Chief shall be informed in reasonable detail of the nature of the requested leave. The Union may designate up to two (2) delegates to attend other conventions, seminars and meetings of the Union, and with the approval of the City Manager and the Police Chief; such delegates shall be given leaves of absence of up to two (2) days to attend such meetings, without pay.

C. The Union may designate up to four (4) delegates to represent it in negotiations with the Employer. Four (4) such delegates shall be paid for regularly scheduled hours while engaged in negotiations.

Section 3. Bulletin Boards

The Employer agrees to provide reasonable facilities separate from the Employer's at the Police Station for the posting of bulletins and notices by the Union. The Union agrees that no political or controversial material shall be posted on such bulletin boards and that any item to be posted which is outside the realm of the business of the Union shall be approved by the Chief of Police before posting.

Section 4. Access to Premises

The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, representatives of Council 82, and/or representatives of Local Union #195 to enter the premises during working hours for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not

unduly interfere with the performance of duties assigned to employees.

The Employer agrees to provide a facility at the Police Station for use by the Union for meetings so long as such meetings do not interfere with the operation of the Department. Such facilities are to be designated by the Employer, and usage granted upon written request from the Local Union President.

Section 5. Aid to Other Labor Organizations

The Employer agrees there will be no aid, promotion, or financing of any other labor group or organization for this unit which purports to engage in collective negotiations.

ARTICLE III: MANAGEMENT RIGHTS

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations and provisions governing the exercise of these rights as are expressly provided in this Agreement, or provided by Law.

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE IV: GRIEVANCES AND ARBITRATION

Section 1. Definition

A. For the purposes of this agreement, a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer, or between the parties, arising out of the application or interpretation of this Agreement; or a grievance as defined by Section 682, subdivision 4, of Article 16 of the General Municipal law.

B. The inclusion in this Article of grievance as defined by Article 16, Section 682, subdivision 4 of the General Municipal Law is intended to substitute the grievance and arbitration procedure of this Agreement for the grievance procedure which the Employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said law, and the grievance and arbitration procedure in this Agreement shall be the only such procedure available to employees covered by this Agreement.

Section 2. Procedure

The purpose of this article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedures:

Step 1.

Grievances shall be presented orally by the aggrieved employee and/or by his/her Union Steward to his/her immediate supervisor (regardless of whether that supervisor is a member of the negotiating unit) and within three (3) working days from the date the aggrieved employee or Steward has knowledge of the cause or occurrence giving rise to the grievance. If discussion with the immediate supervisor does not result in resolution of the grievance, then:

Step 2.

The grievance shall be submitted in writing by the Union Steward to the Office of the Chief of Police within ten (10) calendar days from the date of the initial discussion of the grievance with the immediate supervisor. After receipt of a written grievance at this step, the Chief of Police shall convene a meeting within ten (10) calendar days of the date the written grievance was received by him/her between the aggrieved employee, his/her Union representative and the supervisor, or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then not later than three (3) calendar days following the date the meeting occurred, the Employer will deliver to the aggrieved employee and the Union Steward his/her decision on the grievance in writing. If that decision is unacceptable to the employees and/or Union Steward, then, within three (3) working days:

Step 3.

The grievance may then be submitted to the City Manager who, within ten (10) calendar days after he/she receives the written grievance, will convene a meeting between the aggrieved employee, the Union Steward, or other representatives of the Union and the City Manager, or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting and a written reply from the City Manager or his legal representative to the aggrieved employee and the Union is not received within fifteen calendar days after completion of the third step grievance hearing, the grievance may be submitted to arbitration.

Section 3. Time Limits

Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step. However, time limits may be extended by mutual written consent.

Section 4. Arbitration

A. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure by default, then not later than fifteen (15) calendar days after the third step procedures are complete, or thirty (30) calendar days after the time limits required by the steps in the grievance procedure have run, the Union may submit the grievance to arbitration by requesting from the American Arbitration Association, the Federal Mediation and Conciliation Service, or the New York State Public Employment Relations Board, a list of seven (7) arbitrators from which the Employer and the Union shall select an arbitrator in accordance with the rules and procedures of the service chosen; such arbitrator shall be designated the arbitrator for the grievance in question.

B. The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement.

C. The arbitrator shall not order back pay in any case for a period of more than sixty (60) working days prior to the date the grievance was initiated except in appeals on discipline or discharge if an employee is acquitted or penalty is lessened. All awards of back pay shall be limited to the amount of wages the employee would have earned from his employment with the Employer, but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period, except for compensation received for a part-time job, not to exceed twenty (20) hours per week, which the employee was regularly employed at for at least one (1) month prior to filing his/her grievance.

D. No decision of an arbitrator or of the Employer in any other grievance shall create the basis for retroactive adjustment, or other adjustment, in another grievance.

E. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

F. The decision of the arbitrator shall be final and binding upon the parties. The fee and expenses of the arbitrator and the cost of the hearing room, if other than City property, shall be shared equally by the Employer and the Union, or between the Employer and the employee if such employee chooses not to be represented by the Union in a disciplinary proceeding. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided cost nor of the expenses of witnesses or participants called by the other.

G. The aggrieved employee, Union President or designee, and necessary witnesses, but said total not to exceed five (5) shall not suffer any loss of earnings or leave credit while attending grievance arbitration hearings during their regular working hours.

ARTICLE V: DISCIPLINE AND DISCHARGE

Section 1. Procedure

A. The Employer shall notify the Union and the employee in writing by certified mail, or by personal service, of a Notice of Discipline within five (5) working days of such occurrence of any such action taken against any employee and specifying the reason thereof.

B. The action may be appealed by the employee to the City Manager within eight (8) work days of receipt of the written charges.

C. The Employer shall review each situation and decide whether or not suspension from duty shall be imposed on the employee and, if so, the Employer shall forthwith notify the employee and his/her Union Representative.

D. Discipline shall be imposed upon employees otherwise subject to the provisions of §75 and §76 of the Civil Service Law only pursuant to this Article and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall apply to employees

If any employee and the Union elect to grieve a notice of discipline or discharge under the arbitration procedure contained in §4 of Article IV of this contract, they shall do so within ten (10) calendar days of the receipt of said notice. If the employer feels that the continued presence of the employee represents a potential danger to personnel or property, or would interfere with the operation of the department, the employee may be suspended until the conclusion of the disciplinary hearing, but in no event in excess of thirty (30) calendar days without pay.

E. An employee shall be entitled to representation by legal counsel or a union representative.

F. No discharge or disciplinary action shall be taken against an employee without just cause.

G. In the event a disciplinary arbitration proceeding is scheduled, either the employee or the Employer may inspect, and, upon request, may copy any written statement of witnesses or records which are relative to the disciplinary charges, and which are in the possession of the party.

H. In the event that any employee against whom the Employer brings disciplinary charges elects to be represented by his/her own private attorney, such employee shall be individually responsible for all expenses which are incurred in connection with such disciplinary

proceeding. No employee can be represented in such a disciplinary proceeding by any officer, executive board member, delegate, representative or employee of any actual or claimed employee organization or affiliate thereof other than Council 82. The employee shall promptly notify the Employer of any such election to be represented by his/her own private attorney.

Section 2. Settlement

It is understood and agreed that the Employer may settle any disciplinary matter at any time following the service of a notice of discipline notification to the employee. The terms of any settlement proposed shall be reduced to writing. An employee offered such a settlement shall be given a reasonable opportunity to consult with legal counsel or his/her Union Representative as well as to have him/her present at the time he/she executes the settlement. Both the employee and the Union Representative shall be provided with copies of the settlement at the time such settlement is made.

ARTICLE VI: PROBATIONARY PERIOD

All new employees and employees who on the effective date of this Agreement have less than one consecutive year of service shall be regarded as probationary employees until they have been employed, within the negotiating unit, for a period of twelve (12) months of actual work experience after successful graduation from an accredited Police Training Academy. Provisions of this contract shall apply to all probationary employees. Absence from work for any reason, except schooling required by law, shall not be included in calculating an employee's year probationary period, but in no event shall a probationary employee become permanent until he/she has completed an aggregate of twelve (12) months of actual work experience after graduation from the Police Academy. Probationary employees may be discharged at the sole discretion of the Employer.

Nothing in this Article shall require the Employer to continue the employment of an employee who fails to qualify for permanent appointment, as certified by the New York State Training Council.

ARTICLE VII: HOURS OF WORK AND OVERTIME

Section 1. Work Week

The regular work week for the Patrol and Command Division shall be the schedule commonly known as the four (4) and two (2) system, whereby employees assigned to the Patrol and Command Division work four (4) consecutive days and are off two (2) consecutive days and then return to work on the seventh (7th) day to continue the cycle, shall remain in effect. The workweek for the detective bureau, certain command positions and others assigned to such a schedule for operational purposes shall be five (5) days with two (2) consecutive days off within a seven (7) day period, totaling to forty (40) hours per week.

Section 2. Work Day

The standard work shift shall be eight (8) consecutive hours within a twenty-four (24) hour period except for changeover as prescribed under the New York State Law, and during Eastern Standard and Daylight Savings Time changeover, which will not result in any loss or increase of pay. Employees shall be allowed a thirty (30) minute period for lunch within the work shift period. Employees working a 5/2 schedule shall be allowed a one (1) hour lunch period when time permits.

Section 3. Substitution

A. The practice of one employee voluntarily working for another shall be continued provided:

1. such substitution does not impose additional cost to the Department;
2. such substitution is within rank only;
3. the superior officer under whose jurisdiction the substitution will occur is notified in advance and such request is approved by the Chief of Police; and,
4. neither the Department nor the Employer shall be held responsible for enforcing any agreement made between the employees.

B. An employee covered by this Agreement shall be allowed to switch up to twelve (12) days off with him or herself, subject to the prior approval of the Chief of Police or his/her designee, providing that the requested day off is not a holiday and that the switch day worked and the switch day taken occurs within the same fiscal year (July 1st – June 30). The employee will be allowed to switch only if it does not shorten staffing below the minimum shift level at the time of application. A switched day must occur on the same work shift. The employee covered by this section of the agreement shall refer to both 5/2 and 4/2 employees.

Employees who work either 2nd shift (0740-1550hrs) or 3rd shift (1540hrs-2350hrs) must work a Friday or Saturday for a Friday or Saturday off in the future. Employees working these two shifts are also able to work any day of the week for a Sunday-Thursday off. An employee working 1st shift (2340-0750hrs) must work a Saturday or a Sunday for a Saturday or Sunday off. Employees working 1st shift are also able to work any day of the week for a Monday-Friday off.

A switched day must also be taken off within sixty (60) days from the day the employee worked for the switch. Also, for accounting purposes the day being taken off must occur within the same fiscal year. Therefore a switch occurring between April and June must be completed by June 30th of that same fiscal year.

Supervisors shall be entitled to switch unlimited occurrences any day of the week for any day of the week subject to the prior approval of the Chief of Police or his/her designee, providing that the requested day off is not a holiday and only if it does not shorten staffing below the minimum shift level at the time of application and for accounting purposes the day being taken

off must occur within the same fiscal year. Therefore a switch occurring between April and June must be completed by June 30th of that same fiscal year (July 1st – June 30th).

Section 4. Shift Changes in Patrol Division

A. Regular work shift assignments shall be posted once every six (6) months based on seniority. The work assignments will be in three (3) month segments.

B. The Chief of Police, or his/her designee, shall post the tentative work schedule during the month of May for the November/April work shift and during the month of November for the May/October work shifts. The tentative work schedule shall remain posted for fifteen (15) days from the date of posting.

C. An employee desiring a particular work shift shall submit his/her preference request in writing to the Chief of Police by May 15th for the November shift and the February shift; by November 15th for the May shift and the August shift. Employees will have a first and second choice for shift preferences.

D. Employees shall be placed on the work shift of their choice, based upon seniority.

E. Any employee who has requested and been granted a preference may not later trade his/her shift to another employee unless he has the approval of the Chief of Police.

Section 5. Shift Changes in the Command Division

A. Regular work shift assignments shall be posted every six (6) months, based on seniority. The work assignments will be in three (3) month segments. Employees will have a first and second choice for shift preference.

B. Command Officers shall be permitted to exchange their days off with Officers of the same rank, with the approval of the Chief of Police; provided, however, that a denial by the Chief of Police of a requested exchange shall be subject to an appeal to the City Manager, whose decision shall be final. In order for a denial of requested days off exchange to be appealed, the original request must be made to the Chief of Police not less than two (2) weeks prior to the event. Failure of the Chief to respond to a request for an exchange within five (5) calendar days will validate the request. A denial of a request must be in writing. An appeal of such a denial must be made to the City Manager within two (2) working days (Monday through Friday) of its receipt. Failure of the City Manager to respond to the appeal in writing in two (2) working days (Monday through Friday) shall validate the appeal.

C. In the event that upon a shift change any Command Officer is required to work more than four (4) consecutive days which has not been the result of a request of preference by said Command Officer, then and in such event, the Command Officer shall work the scheduled number of days and said Command Officer shall be given one (1) extra day off during the following work week; provided, however, that no single Command Officer shall have available to him/her more than two (2) such compensatory days off during a calendar year.

Section 6. Shift Change in the Detective Division

In the Detective Division, an employee desiring a particular work shift shall submit his/her preference request in writing to the Chief of Police one (1) week prior to any scheduled work shift change. Seniority will be taken into consideration on work assignments, with the final decision being made by the Chief of Police.

Section 7. Overtime Pay

A. The regular shift schedule period shall commence at 12:01 AM Sunday, and terminate the following Saturday at midnight, excluding hours worked during changeover.

B. All hours worked by employees of the Uniform Patrol Division in excess of thirty-seven and one-half (37 1/2) hours in a regular shift schedule period, excluding changeover time, shall be compensated for at one and one-half (1 1/2) times the employee's straight time hourly rate. The additional eight (8) hours paid for working a holiday or hours paid for stand-by shall not be considered as hours worked when computing hours for overtime at straight time daily rate or one and one-half (1 1/2) rate. Time during which an employee is absent from work because of regularly scheduled vacation or holiday shall be considered as time worked for the purpose of computing overtime. This section shall not apply to those employees scheduled to work a forty (40) hour work week.

C. Overtime pay shall not be calculated in segments less than fifteen (15) minutes. Payment of overtime past regularly scheduled hours shall be triggered when an employee has worked eight (8) minutes or more past their regularly scheduled shift end.

D. Training conducted off the premises, such as firearms qualifications, and beyond an employee's normal shift schedule shall be reimbursed as follows:

1. There shall be no reimbursement above the normal pay for time spent attending the basic academy. Any employee sent for training at a school shall receive his/her normal day or weeks' pay;
2. Employees assigned to schools, with the exception of the basic academy, on a voluntary basis shall receive straight time compensation;
3. Any and all members of the Emergency Response Team mandated to attend monthly training on their regularly scheduled day off will be compensated with compensatory time at the rate of time and a half. When the monthly training falls on a members' scheduled work day, management reserves the right to adjust work hours from the normally scheduled shift to accommodate for the ERT training time. Call-outs for services needed from the ERT will not apply to the comp time agreement, training only. There shall be no retroactive compensatory time reimbursement for ERT members that attended training under any prior Agreements; and

4. All other times shall be paid as overtime work.

E. An employee's straight time hourly rate shall be his/her regular bi-weekly wage including longevity divided by eighty (80) hours.

F. It is understood that time exchanged between employees shall not require payment of overtime.

G. Overtime shall be offered on a rotation basis to equalize distribution of overtime. Any offer of overtime, whether the employee accepts said overtime or not, shall be considered as overtime for the purposes of computing equalization of worked overtime. If there are no acceptances by the employee, the Employer shall then assign the employee to work said overtime. A record of overtime assigned and worked shall be maintained on a shift basis and shall be made available upon request for a given shift.

Section 8. Compensatory Time

An employee shall have the right to choose the option of receiving compensatory time in lieu of paid overtime, subject to the following terms and conditions:

A. "Comp time" shall not be allowed if it drops staffing below the required shift minimum at time of application.

B. An employee shall have the option of taking comp time in segments of not more than eight (8) hours but in no case shall begin a segment less than one (1) hour.

C. Compensatory time may be granted by management for departmental training on a one (1) hour to one (1) hour basis.

D. Compensatory time for hours of work in excess of the normal work week will be formulated as one (1) hour overtime equals one and one-half (1.5) hours compensatory time.

E. An employee may accumulate up to but shall not exceed one hundred and eighty (180) hours Compensatory time. Days off may not be approved more than sixty (60) days in advance of the requested day off.

F. Field training officers (FTO) shall accumulate two (2) hours of comp time for every eight (8) hours of actual training time.

G. The one hundred and eighty (180) hour limit on comp time shall be lifted for FTO's while they are training and for Canine Officers, however, at no time shall any employee's Compensatory time bank exceed the federal limit of 480 hours. Once an employee reaches the Compensatory time maximum all time worked outside of regularly scheduled hours shall be paid in accordance with appropriate legal rate.

H. An employee may be required to provide their immediate supervisor a minimum of twenty four (24) hour notice of their intent to utilize compensatory time.

Section 9. Call Back

A. An employee called for duty in addition to or outside his/her normal shift schedule shall be compensated for a minimum of two (2) hours of work at the appropriate rate of pay.

B. If the call back to work assignment and the employee's regular shift schedule overlap, the employee shall be guaranteed the additional time to total two (2) hours of extra pay at the appropriate rate.

C. An employee called back for four (4) hours prior to his regular shift schedule shall be guaranteed a minimum of twelve (12) hours of work, provided he/she is physically capable of performing his/her assigned duties by the Commanding Officer.

D. Employees shall be offered voluntary call back on a rotation basis beginning with the most senior officer on the seniority roster of the shifts directly involved. Overtime for four (4) hours shall be offered: first, to the officers whose shift can merely be held over; second, to the officers on the shift coming in; third, to the officers on a split shift basis; and last to the officers who have their day off. Overtime for eight (8) hour shifts shall be offered to officers on their days off.

E. An excused absence will be considered the same as a regular day off.

F. A rejection of overtime shall be considered the same as overtime worked for equalization purposes.

G. It is understood that under no circumstances, however, will an Officer refuse to report when so ordered, but may, instead, resort to the contract grievance procedures.

Section 10. On Call and Stand-By Time

An employee who is required to be available for call and thereby placed on stand-by upon the request of the Chief of Police shall be compensated at his straight time daily rate of two (2) hours for every eight (8) hour period, or any part thereof. If required to work, stand-by pay plus actual time worked at the appropriate rate of pay shall be the remuneration to the employee.

Section 11. Court Appearance

An employee who is required to appear in Court on behalf of the City of Auburn Police Department at other than his regular duty hours shall be compensated for such appearance at his/her appropriate hourly rate of pay, but in no case shall this amount be less than three (3) hours of pay.

Section 12. Required Overtime

All employees of the Uniform Patrol shall be subject if required to working a maximum of four (4) overtime assignments per contract year or to a maximum of twenty-four (24) hours when any of the following conditions occur: (a) voluntary overtime procedure is exhausted, and (b) only for the purpose of meeting scheduled minimum staffing.

ARTICLE VIII: WAGES

Section 1. Wage Schedule

A. Definitions:

1. Anniversary Date: shall mean the date an employee is hired by the Auburn Police Department, not the date of graduation from the academy.
2. Probationary Period: shall refer to the period of time set forth in Article VI herein, and be understood for new employees to be an aggregate of twelve (12) months of work experience after graduation from the Police Academy.

B. Employees covered under the existing contract between the Employer and the Union shall be paid at the following wages:

July 1, 2017 (\$1,500 Flat Increase)										
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	37,763	40,417	43,266	46,323	49,604	53,126	56,905	60,960	65,313	69,984
Police Officer (5/2)						53,410	57,209	61,287	65,664	70,360
Detective										73,729
Sergeant										76,982
Sergeant (5/2)										77,396
Lieutenant										79,782
Captain										82,581

July 1, 2018 (\$1,500 Flat Increase)										
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	39,263	41,917	44,766	47,823	51,104	54,626	58,405	62,460	66,813	71,484
Police Officer (5/2)						54,910	58,709	62,787	67,164	71,860
Detective										75,229
Sergeant										78,632
Sergeant (5/2)										79,046
Lieutenant										81,492
Captain										84,351

July 1, 2019 (\$1,700 Flat Increase)										
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	40,963	43,617	46,466	49,523	52,804	56,326	60,105	64,160	68,513	73,184
Police Officer (5/2)						56,610	60,409	64,487	68,864	73,560
Detective										76,929
Sergeant										80,502
Sergeant (5/2)										80,916
Lieutenant										83,430
Captain										86,357

July 1, 2020 (\$1,800 Flat Increase)										
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	42,763	45,417	48,266	51,323	54,604	58,126	61,905	65,960	70,313	74,984
Police Officer (5/2)						58,410	62,209	66,287	70,664	75,360
Detective										78,729
Sergeant										82,482
Sergeant (5/2)										82,896
Lieutenant										85,482
Captain										88,481

July 1, 2021 (\$1,900 Flat Increase)										
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	44,663	47,317	50,166	53,223	56,504	60,026	63,805	67,860	72,213	76,884
Police Officer (5/2)						60,310	64,109	68,187	72,564	77,260
Detective										80,629
Sergeant										84,572
Sergeant (5/2)										84,986
Lieutenant										87,648
Captain										90,723

C. Step increases for a Police Officer shall be granted as follows:

- Step 0 – New Hire
- Step 1 – 6 Months
- Step 2 – 18 Months
- Step 3 – 2 Years
- Step 4 – 3 Years
- Step 5 – 4 Years
- Step 6 – 5 Years
- Step 7 – 6 Years
- Step 8 – 7 Years
- Step 9 – 8 Years and beyond

D. Officers who have previous experience with another Police Agency and are hired by the Auburn Police Department will be started at the following rates:

- Academy Graduate / Less than 1 year – Step 1
- 1-2 Years – Step 2
- 3-4 Years – Step 3
- More than 4 Years – Step 4

E. There shall be a differential in base pay between Police Officers and Command Staff as follows:

- Sergeant – 10% above a step 9 Police Officer
- Lieutenant – 14% above a step 9 Police Officer
- Captain – 18% above a step 9 Police Officer

Section 2. Lineup Pay

Recognizing that there is a need for exchange of information and the continuity of patrol from shift to shift, all members shall receive fifteen (15) minutes at a rate of time and one half in addition to their normal days wage for each day they are at work. Patrol shifts shall be 2340 - 0750, 0740 - 1550, and 1540 - 2350. Line up time is inclusive in the aforementioned hours. Such compensation can be taken, at the choice of the employee, as pay or comp. Members shall choose pay or "comp time" for line-up with at least one (1) pay period notice to the Chief of Police.

Section 3. Longevity

Longevity shall be paid at the following schedule:

4 years	\$ 950.00
8 years	\$1,250.00
12 years	\$1,550.00
16 years	\$1,850.00
19 years	\$2,150.00

In calculating consecutive service for purposes of longevity pay, only resignation, discharge, or other termination of employment shall be considered as terminating consecutive service. However, no accumulation of consecutive service shall occur while an employee is suspended for periods of two (2) weeks or more, or while on leave of absence without pay for two (2) weeks or more.

Section 4. Transfers

An employee transferred to another position in the same class will continue to receive the same pay rate until he/she is promoted or demoted or until his/her pay rate is adjusted in accordance with this Article.

Section 5. Demotion

An employee demoted from a position in one class to another having a lower pay range shall receive a salary decrease of not less than one step.

A. If the rate of pay of the employee in the higher class is above the maximum salary for the lower class, his/her rate of pay will be decreased to the maximum rate of the lower class, unless the decrease shall be less than one step, in which case his/her pay shall be reduced to the next lower step in the pay range.

B. Following a demotion, the employee's future increments shall continue to be based on the anniversary date established by this Article.

Section 6. Shift Differential

A. Effective July 1, 2017, employees working the four to midnight shift and the midnight to eight shift shall receive an extra \$0.80 per hour and \$1.20 per hour respectively.

B. Effective July 1, 2018, employees working the four to midnight shift and the midnight to eight shift shall receive an extra \$1.00 per hour and \$1.30 per hour respectively.

C. Effective July 1, 2019, employees working the four to midnight shift and the midnight to eight shift shall receive an extra \$1.10 per hour and \$1.40 per hour respectively.

D. Effective July 1, 2020, employees working the four to midnight shift and the midnight to eight shift shall receive an extra \$1.20 per hour and \$1.60 per hour respectively.

E. Effective July 1, 2021, employees working the four to midnight shift and the midnight to eight shift shall receive an extra \$1.30 per hour and \$1.70 per hour respectively.

ARTICLE IX: WORK FORCE CHANGES

Section 1. Filling of Vacancy

When a vacancy occurs in the Auburn Police Department, the normal procedure provided for under Civil Service Law shall be used to fill this vacancy.

Section 2. Position Authorization

As provided under the Civil Service Law, any abolition of positions shall be in the following order: non-veteran; (2) non-disabled veteran; (3) disabled veteran; and reduction of personnel shall be made in the inverse order of the date of their original appointment to the Department, and reactivation to the Department in, the order of their original appointment. Notification of reduction or reactivation of employees shall be made by the Employer to the employee and Union by certified mail, at least seven (7) calendar days prior to such change. Absence from work for a period of two (2) weeks from the date of reactivation shall be considered a resignation from the Department in accordance with Civil Service Law.

Section 3. Detective Position

A. The assignment of a Patrol Officer to Detective duty or reassignment to the Patrol Division shall be by the Chief of Police. Selection to the Detective Bureau shall be from a list developed from the current Sergeant list, with the first seven (7) interested candidates appearing on such list based on the score received on the examination plus one-quarter (1/4) point for each year of service up to a maximum of four (4) points, and each of such seven (7) employees shall have at least five (5) years of service within the Department. Should a tie exist for purposes of inclusion with the first seven (7), it shall be resolved in favor of the employee who has the earliest date of employment in the Department.

B. No duly assigned Detective shall be transferred back to the Patrol Division without reasonable cause as it relates to the performance of his/her duties as a Detective, provided a probationary period of six (6) months as Detective has been completed. A Detective is a Police Officer who has been assigned to the Detective Bureau by the Chief of Police in accordance with the provisions of paragraph A above.

Section 4. Temporary Assignment to Investigator Duty

Whenever the Chief of Police determines the necessity for temporarily assigning a Patrol Officer to Investigator duty in plain clothes in the Auburn Police Department and such duty is to exceed six (6) months, the position is to be filled in the same manner as prescribed for the position of Detective pursuant to Section 3 above, except that the selection is to be made from the first seven (7) names appearing on the Sergeants list. This section is applicable to assignments that are initially made after the date of the Arbitration Award establishing this Section.

Section 5. Police Officers Assigned to Narcotics Investigation

Recognizing that narcotics investigations are an integral part of policing, and recognizing that narcotics investigations can sometimes be lengthy, police officers assigned to narcotics investigations will be assigned for an indefinite period of time by the Chief of Police.

Section 6. Police Officers Assigned as School Resource Officers

A. Assignment to SRO Unit: The Chief of Police shall assign Auburn Police Officers to the Auburn Enlarged City Schools at his discretion within the provisions set forth herein. Officers wishing to be assigned to this program should express, in writing, to the Chief of Police, their desire to be considered for any vacancies. Officers assigned to the SRO program must have appropriate SRO training in accordance with the Agreement entered into by and between the City and the Auburn Enlarged Central School District (AECSD) dated September 27, 2016 (hereinafter referred to in this Article as the "Agreement.").

B. Staffing: Subject to funding, officers will be assigned as follows, in accordance with the Agreement:

- (2) Officers to Auburn High School
- (1) Officer to Auburn Junior High
- (1) Officer to the Elementary Schools.

Officers assigned to the AECSD will report to their respective buildings starting the first day teachers are assigned back in September and ending the Wednesday after Auburn High School Graduation.

C. Work Schedule: The schedule for SROs will be a 5/2 schedule as set forth in Article XIV herein. It is understood that school is in session Monday through Friday and requires this schedule. Officers expressing interest in this program understand that they will work additional days, however shall receive six (6) additional days off each year as set forth in Article XIV herein. Officers that request to be a part of the program will be expected to remain in the program for no less than two (2) years unless removed by the Chief of Police or designee.

D. Resignation or Removal: An Officer requesting to be removed from the program must give a minimum of sixty (60) days written notice to his/her immediate supervisor. The Officer will be expected to finish out the school year unless otherwise agreed upon by the Chief of Police. The Chief of Police will notify a SRO by February 1st if he intends on removing him or her from the program for any reason other than discipline.

E. Days Off: The AECSD compensates the City of Auburn for all scheduled school days (186). Officers wishing to take any scheduled days off during the school year must use earned time.

F. Assignment During Summer Recess: During the AECSD Summer recess, Officers will return to patrol duties on a 5/2 schedule, based on seniority pursuant to this Collective Bargaining Agreement. Should the SROS be removed or opt out of the program as set forth in this Article, the SROs will be required to sign the patrol shift selection when issued to ensure their position on a shift based on seniority. SROs will be notified no later than February 1st of their summer shift assignment to allow for them to bid on vacations and submit any time off requests to the shift supervisor on their assigned shifts.

G. After Hours Events / Assignments: The duties of the SRO can extend beyond their normal work schedule. SROs will work events, which are determined by the Chief of Police and the Superintendent of AECSD prior to the state of the school year. Any overtime accrued is agreed to be taken as compensatory time at the rate of time and one half.

H. Program Contingent on Funding: It is understood that the continuation of the SRO program and staffing levels is contingent upon the continued funding of the program by the City and AECSD.

Section 7. Canine Officers

A. Assignment: The Chief of Police shall assign Canine Officers to the Canine Unit at his sole discretion within the provisions set forth herein.

B. Work Schedule: The Canine Officer, presently employed at the time of execution of this Agreement, will work a 4/2 schedule on the shift bid **of their choice** in accordance with Article VII Section 4 – Shift Changes in Patrol Division. K9 Officers, who are newly assigned after execution of this Agreement, shall work **shift #3 1540hrs-2350hrs** in accordance with Article VII Section 4 – Shift Changes in Patrol Division or at a mutual agreed upon shift by the K9 Officer and the Chief of Police.

C. Compensatory Time: It is understood and agreed that Canine Officers spend additional time above and beyond normal work hours necessary for the care and maintenance of the police canine. The Canine Officer will be compensated for the aforesaid additional time worked outside of normal work hours as follows:

1. The Canine Officer will work a seven (7) hour patrol shift and be compensated for (8) hours. The Canine Officer will either come in (1) hour after the typical patrol shift commences or leave (1) hour prior to the typical patrol shift ending. This determination will be made by the Chief of Police and the Canine Officer will be notified of this decision at the beginning of each bid cycle.
2. The Canine Officer will receive (1) hour of compensatory time at time and a half (1.5) for each day they are not scheduled to work. This will include all scheduled days off including vacation time, compensatory time, longevity time, personal time and sick leave.

D. Duties: The Canine Officer will be responsible for all maintenance and care of the police canine. This will include all feeding, grooming, veterinary appointments, training time and any other regular or unexpected maintenance that is required, which exceeds the seven (7) hour shift.

E. Upon a change in the employee assigned as the Canine Officer or in the case of a new canine, this agreement may be modified to meet the need of the new Canine Officer or canine as agreed upon by the Chief of Police and Auburn Police Local 195.

ARTICLE X: WORK RULES

The Employer shall furnish all employees covered under this Agreement with a copy of all work rules and regulations, and any changes or modifications that become effective during the term of this Agreement.

Any new, or changes in, work rules and regulations other than rules and regulations involving police procedures shall be posted seven (7) days prior to their proposed effective date, except in

emergency situations.

ARTICLE XI: SENIORITY

Section 1. Definition

A. Seniority shall be defined as an employee's length of continuous service with the Auburn Police Department within his/her designated rank and his/her last date of commencing employment.

B. Continuous service shall be broken as a result of a resignation by the employee or a discharge for just cause in excess of one (1) year.

Section 2. Seniority Lists

A. The Employer shall furnish the Union on January 1st and July 1st of each year a seniority list showing all employees covered under this Agreement and the last date of appointment to their designated rank for continuous service and their last date of commencing employment.

B. Any tie resulting in the calculation of seniority shall be resolved by granting seniority to the employee obtaining the higher examination score and standing on the Civil Service Eligible List

ARTICLE XII: SICK LEAVE

Section 1. Establishment & Accumulation

A. All employees upon completion of probation shall have a sick bank established of two hundred sixty (260) days. From date of hire to completion of probation each employee shall earn sick time at a rate of one (1) day per month. All employees hired after July 1, 1993, shall have two hundred sixty (260) days restored in the sick bank.

All employees shall continue to retain any sick leave accumulated to that date up to a maximum of two hundred sixty (260) working days of paid sick leave. This time may be applied towards time off due to illness or injury which is not work related, quarantine by health authority, or to medical visits which cannot be scheduled during non-working hours as a result of illness or injury and having demonstrated to the satisfaction of the Chief that the employee cannot schedule the appointment during non-working hours. When an employee's credited sick leave falls below two hundred sixty (260) days they will be credited for one (1) day of sick leave during each month that their sick leave is below two hundred sixty (260) days and during which they are actively at work for at least fifty percent (50%) of scheduled shifts, exclusive of vacations and paid leaves of absence.

B. Employees with twenty (20) or more years of experience may accumulate one (1) day of sick leave per month, with no maximum limitation on the number of days an employee

might accumulate.

Section 2. Procedure

A. When continuous sick leave is three (3) days or more, the Employer may require as a condition of payment a statement from the employee's physician certifying the nature of the illness and the period of disability. When an employee has used in excess of eight (8) paid sick leave days in a twelve-month period, where the eight (8) days is composed of such leave taken in one-or-two-day segments, the Employer may require a physician's statement for any future payment of sick leave and will place the employee's name on a chronic sick list for the next twelve months, which may require the employee to furnish a physician's statement for any future payment of sick leave during the period and not permit the employee to request work shift change. 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.

B. Accumulated sick leave shall not be payable at the time of termination of employment whatever the reason, except as follows: (i) pursuant to Section 4(B) set forth herein; or (ii) where a physician selected by the Employer certifies that the termination of the employee was necessitated by the illness or injury, and then only so long as such illness or injury continues and the employee permits physical examination at reasonable intervals.

C. Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, at any time, shall receive disability benefits in accordance with Section 207-c of the General Municipal Law, and any wage payment shall not be deducted from any sick leave credit or accrued vacation leave.

D. Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

Section 3. Sick Leave Incentive

Effective July 1, 2017, the sick leave incentive is as follows:

The sick leave incentive shall be paid on an annual basis in July of each year, beginning for the fiscal year ending June 30, 2018. The rate of the incentive shall be:

- \$900.00 if 1 sick days is used
- \$600.00 if 2 sick days are used
- \$300.00 if 3 sick days are used
- \$0.00 if more than 3 sick days are used

Effective for the fiscal year ending June 30, 2021, the rate of the incentive shall be:

- \$1,000.00 if 1 sick day is used
- \$700.00 if 2 sick days are used
- \$400.00 if 3 sick days are used

- \$0.00 if more than 3 sick days are used.

Employees who retire during the year shall receive a pro-rated sick leave incentive.

Section 4. Retirement

Upon retirement, retiring police officers may utilize unused sick leave time as payment towards future health insurance premiums, as follows:

A. Sick leave will be credited towards an employee's future health insurance premium costs at a dollar value equivalent to one and one-half (1.5) accrued leave days to one (1) paid work day.

B. An employee may cash out their sick leave at retirement at a rate of one (1) day pay for every two (2) days accrued with a written acknowledgement that the retiring employee waives their rights to City provided health insurance in retirement.

Section 5. Family Sick Leave

An employee may use up to four (4) days from their sick leave bank each year for family illnesses. These days shall not count against the yearly call-in total. The four day family sick leave option shall be renewed each July 1st of the contract.

Section 6. Family Medical Leave Act

The parties acknowledge that the terms of the Federal Family Medical Leave Act (FMLA) apply to bargaining unit members.

ARTICLE XIII: HOLIDAYS

Section 1. Recognized Holidays

A. The following days shall be recognized as holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Martin Luther King Day
Fourth of July	Christmas

B. In accordance with Public Law 90-363, Washington's Birthday will be recognized as falling on the third Monday in February and Memorial Day on the last Monday in May.

Section 2. Eligibility

A. Employees must work or receive compensation for vacation, personal leave,

longevity, or other paid leave of absence, for their scheduled working day prior to and their scheduled working day after the holiday in order to be eligible for pay on the holiday.

B. Each employee who is scheduled and required to work and works on a holiday, shall, in addition to their regular pay for that day, receive an additional day's pay at the straight time daily rate for each holiday worked in the contract year. Subject to staffing availability determined by the Chief of Police, an employee, upon request, may be permitted to take a future workday off after working the holiday, with said day to be taken within sixty (60) days with permission of the Chief. An employee not scheduled to work the holiday, because (i) it falls on one of his/her normal two (2) days off during that week, or (2) on his vacation, shall receive one (1) additional day's pay at straight time daily rate.

C. This Article shall apply to each employee who is required to report for work during the twenty-four (24) hour period that comprises the holiday commencing at 12:01 AM the day of the holiday.

D. For the purpose of this Article, "straight time hourly rate" shall be the employee's regular bi-weekly pay including longevity divided by eighty (80) hours.

E. Overtime hours worked during the twenty-four (24) hours comprising the holiday shall be paid for at double the straight time hourly rate.

F. As provided for by Section 63 of the Public Officers Law, veterans who work on Veteran's Day or Memorial Day may request, prior to the end of working said holiday, and be credited with a compensatory day in lieu of receiving an additional day's pay for working the holiday, said compensatory day to be taken by the employee within sixty (60) calendar days of said holiday.

G. Work on the designated holidays shall be limited to that which is deemed by the Employer to be necessary for furnishing service to the public. Every effort will be made by the Employer to rotate the employees not required to work their shift on a holiday in all divisions except the Patrol Division of the Auburn Police Department.

H. Members of the Patrol Division and the Detective Bureau who work a five and two schedule and who are scheduled to work on a holiday shall have the option of taking off or working all holidays which are not considered "major" holidays. For purposes of this section, "major" holidays shall include Christmas, New Year's Day, Thanksgiving, and the 4th of July.

ARTICLE XIV: VACATION & LONGEVITY DAYS

Section 1. Vacation

A. All employees covered by this Agreement shall be granted a paid vacation according to the following schedule:

<u>Required Service</u>	<u>Time Off</u>
1 year but less than 8 years	15 Days (120 hours)
8 years and over	20 Days (160 hours)

B. Officers working a 5/2 schedule will receive an additional six (6) days off to be used in the calendar year. The following positions will be recognized as working a 5/2 schedule:

1. Detectives;
2. Investigators;
3. Captains;
4. School Resource Officers;
5. Narcotics Officers Assigned to the Finger Lakes Drug Task Force;
6. Traffic Enforcement Coordinator;
7. SRO/COP Supervisor; and
8. Identification Bureau Officer(s).

C. During the 20th year of employment as a Police Officer with the City of Auburn, or later, an employee shall be entitled to an additional twenty-eight (28) consecutive days of vacation, four (4) weeks of normal pay, upon notifying the Employer within forty-five (45) days prior to their retirement date, and during said time, the vacation shall be granted.

D. Any increase in vacation allowance shall be based upon the employee's anniversary date with the Department and shall be granted after completion of the stipulated years of service.

E. All leave for which employees receive full pay, except sick leave, where an employee does not work at least one half of the calendar year, shall be considered as time worked in determining vacation credit entitlement. Leaves of absence without pay shall not be counted for vacation credit purposes.

F. No vacation time may be accumulated from year to year with the exception of new recruits who are not able to use their vacation time due to their required attendance in the academy, and upon their field training program. With written approval of the Chief of Police new recruits unable to use their vacation time due to required academy attendance and field training program shall be allowed to carry over any accumulated vacation for a maximum of sixty days.

Section 2. Vacation Selection

A. Vacation schedules shall be determined by seniority, within rank, on the shift being worked at the time the vacation is to be taken.

B. Vacation selection sheet will list a deadline date for each employee on that shift to make their selection of a vacation slot. Failure to make a selection by 11:59 PM of the deadline date will automatically move that employee to the bottom of the selection sheet. Further, vacation then is granted on a first come first serve basis.

C. The deadline date shall be seven (7) calendar days from the posting date for the first selection and then every two (2) days thereafter until all selection have been made. The Winter Vacation Selection Sheet shall be posted by August 1st of every year, and the Summer Vacation Selection Sheet shall be posted by February 1st of every year.

D. To accommodate overlapping conditions, not to exceed one (1) or two (2) days, one (1) extra employee from the Patrol Division shall be allowed off, provided there is sufficient availability of personnel.

E. When a consecutive week is requested, all days must be approved or denied. If the requested vacation causes a shift shortage, then the requested consecutive week shall be denied.

F. For the purpose of scheduling and computing earned vacation, the vacation year shall be the calendar year. The summer vacation period for prior year service or part thereof will be from the first Monday in May to the last Sunday in October. The winter vacation period for prior year service or part thereof shall be from the first Monday in November to the last Sunday in April. Members may carry one week of summer vacation to one week of a winter vacation.

Section 3. Holiday During Vacation Time

If a holiday occurs during an employee's vacation period, one (1) additional day of straight time compensation shall be paid the said employee.

Section 4. Vacation Pay

A. During weeks or on days when the employee is on vacation, the employee shall be paid their regular weekly pay, to cover pay for vacation days.

B. In the event of termination, resignation, or retirement, the employee shall be credited with and paid for all unused vacation and any earned vacation pro-rated for each full month worked during the calendar year in which the employee is terminated. In case of death, such payment shall be made to the employee's estate.

Section 5. Command and Detective Personnel

Command and Detective personnel may make their vacation schedules by seniority, within rank, on the shift being worked at the time vacations are scheduled to be taken, to allow overlapping of vacations on a shift, provided no two (2) Command Officers or Detectives on the same shift are scheduled to be off at any one time.

Section 6. Approval Time Frame

Requests for all days off submitted ninety (90) days in advance shall be approved no less than sixty (60) days in advance.

Section 7. Longevity Days

A. All employees covered by this Agreement shall be granted longevity days according to the following schedule:

<u>Required Service</u>	<u>Time Off</u>
4 years but less than 8 years	1 day (8 hours)
8 years but less than 12 years	2 days (16 hours)
12 years but less than 16 years	3 days (24 hours)
16 years but less than 20 years	4 days (32 hours)
20 years and over	5 days (40 hours)

B. Longevity days may be requested in single day multiples under the following procedures: (1) Filing a written application to the Commanding Officer/Chief of Police within ten (10) calendar days of the day requested off; (2) Chief of Police shall approve or disapprove request within seven (7) days of requested day off; (3) said approval may not be cancelled within forty-eight (48) hours of the reporting time of the scheduled day off.

C. Employees shall have the option to apply unused longevity days either:

1. to their health insurance bank at a dollar value (salary the year the day is being banked divided by 260 = value per day). Upon retirement, this banked amount may be applied to health insurance payments; or

2. to cash out any unused days remaining at the end of the calendar year to be paid at the hourly rate multiplied by eight (8) for each day earned. The cash out will be provided by a separate check during the first claims list each January, and will not be credited toward the employee's pension contribution; or

3. any combination of the above.

4. any employee choosing any above options shall notify the Chief or their designee of the same on or before December 31st each year.

D. An employee who dies while in active service and who has accrued, but unused, longevity days shall have paid to their estate for each unused longevity day his prevailing hourly rate, multiplied by eight (8) hours and the longevity payment addressed in Article XIV of this Agreement. In the year immediately preceding retirement or termination of employment (for any reason), an employee may elect to defer longevity days otherwise due to the employee and receive in their final paycheck for each unused longevity day their prevailing hourly rate, multiplied by eight (8) hours, in addition to longevity pay due to the employee pursuant to Article XIV of this Agreement.

ARTICLE XV: UNIFORMS AND CLOTHING

Section 1. Uniform Maintenance

A. Each employee covered by this Agreement shall receive a clothing maintenance allowance of four hundred fifty (\$450.00) dollars on the first claims list issued in the month of October. In order for employees to receive a separate check under the claims list, employees must submit their clothing maintenance receipts from the July 1 through the June 30 period (fiscal year) to the Chief of Police no later than the 30th of August of each year. The receipts must specifically state/list that the expense was incurred for maintenance of uniforms. If the receipts do not add up to the total allowances, the difference would be taxable income.

B. Each employee shall have replaced any damaged clothing and/or personal property suffered in the performance of duty. Such claim for loss must be supported with reasonable proof of loss of the clothing and/or property, and such damaged items are made the property of the City. The City shall be subrogated to any reimbursement available to the employee as a result of such loss.

Section 2. Uniform Selection

It shall be the policy of the Department to accept two (2) designated members of the Union to confer with in the selection of uniforms and equipment.

ARTICLE XVI: FUNERAL LEAVE

In the event of death of one of the following members of an employee's family: parents, including foster or step-parents, mother-in-law, father-in-law, spouse, children, brother, sister, grandchildren, grandparent and child's parents, or other relative who is a member of his household, the employee shall be excused from work at his/her request from the day of the death to the day of the burial, but in no event shall this exceed four (4) work days. Shift employees assigned to the midnight to eight AM and eleven PM to seven AM shifts will be excused from reporting to work on their assigned shift schedule after the day of the funeral if four (4) work days have not elapsed from the day of death for the above noted relatives. The Employer will monitor this privilege during the remainder of this contract period.

In the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew the employee shall be excused from work at his/her request to attend the funeral, and shall be paid on a daily rate basis for the day of the funeral provided the employee was regularly scheduled to work the day of the funeral.

ARTICLE XVII MILITARY LEAVE

Employees covered by this Agreement who, as members of a State or National Guard or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency active services will be compensated by the Employer.

Compensation for such periods shall be an amount equal to the employee's pay at the time he enters on such active service for his regularly scheduled hours of work, for up to thirty (30) calendar days of such required military duty in each calendar year of his employment.

Employees shall notify their supervisors as far in advance as possible of required military assignments and not later than the work day following receipt of official notice of such assignments. It will be the responsibility of each employee to be paid under this Article to present his/her supervisor with an official record of the time spent for the claimed period of active service. No employee will be required to apply his/her vacation period to any period of mandatory military service.

ARTICLE XVIII: LEAVE OF ABSENCE

Section 1. General Provisions

A. The Employer may authorize leaves of absence with or without pay for a period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at a college, university, or business school for the purpose of training in subjects related to the work of the employee and which will be of mutual benefit to the employee and Employer; or for other urgent personal business, without pay.

B. The Employer may authorize leaves of absence with or without pay in excess of the above limitations for the purpose of attending courses of training or for other purposes that are deemed by the Employer to be appropriate.

Section 2. Personal Leave

A. Each employee covered by this Agreement shall be entitled to two (2) paid personal leave days during each contract year, with the option to be used or cashed out at the end of the fiscal year. Such leave shall not be cumulative from contract year to contract year.

B. Upon application to the Chief of Police, personal leave will be granted in segments of not less than one (1) day, if such leave does not impair the efficiency of the operations. Time off may not be applied to personal leave unless application for such leave was made at least twenty-four (24) hours prior to the time the leave begins (except in cases of serious emergency), and such application was approved by the Chief of Police. Approval shall be made upon a first come, first approved basis. An employee shall not be refused a personal day providing they meet the following criteria: (1) the day is applied for at least twenty-four (24) hours in advance; and (2) staffing has not been reduced below minimum, minus one. Should either of these criteria not be met, approval shall be left to the sole discretion of the Chief of Police.

Section 3: Maintenance of Position

Employees granted a leave of absence shall be returned to the same grade and classification that they held prior to being granted a leave of absence.

ARTICLE XIX: EDUCATION BENEFITS

The Employer shall pay the full cost of tuition at the Cayuga County Community College rate for up to six (6) credit hours per semester upon completion of the course in Criminal Justice or other Police related courses, approved by the City Manager, and taken at Cayuga County Community College or other approved colleges offering Associate or Bachelor's Degree in Criminal Justice for any employee covered by this Agreement. Such courses shall be taken on the employee's time without pay. Any employee eligible for Tuition Assistance Program Grants in regards to courses for which tuition is to be paid in whole or in part by the Employer shall be required to apply for said grant, if eligible, and the amount of any grant received shall be credited towards the tuition payment to be made by the Employer.

ARTICLE XX: MISCELLANEOUS

Section 1. Polygraph Tests

The Employer will not require a Police Officer to submit to a polygraph test, however, a polygraph test may be required as a part of a pre-employment evaluation or during the probationary period for a new officer.

Section 2. Safety Equipment

No employee of the Department shall be required to use equipment that does not meet the safety requirements as applicable by State Law.

Section 3. Vehicle Use: Detectives

Detectives shall be assigned an individual car to them on a twenty-four (24) hour basis. Detectives who take a vehicle home shall be subject to departmental rules promulgated by the Chief of Police on the issue of use of City vehicles.

In addition, those assigned a City vehicle agree to be "On Call" on a rotational basis and shall be compensated as follows; for every eight (8) hours "On Call" time Monday through Thursday, he/she shall receive one (1) hour pay at a rate of time and one half.

Compensation for "On Call" Friday through Sunday shall be 1 hour at a rate of time and a half paid in "Comp time" only.

Section 4. Detective Response Time

Detectives will be allowed one (1) hour to respond to "On Call" calls for service.

Section 5. Financial Disclosure

The Union agrees that its members will file annually a financial disclosure statement, to be drafted and agreed upon by the parties.

Section 6. Residency

All employees shall reside within a 25 mile radius of the City of Auburn and employees residing within Cayuga County shall have no penalty. Any employee choosing to live up to 25 miles from the City of Auburn and outside Cayuga County shall have their vacation reduced by 4 days per year. In no event shall any employee reside outside of 25 miles from the City of Auburn.

Section 7. Drug Testing

The Chief of Police may implement a random drug testing program for the department employees consistent with the Department's drug testing policy.

Section 8. Retirement Incentive

A. Employees who become retirement eligible after the time of the execution of this agreement shall be eligible for a one time retirement incentive of \$10,000 in a lump sum payment or a credit of \$12,500 against the retiree's portion of the retiree's health insurance premium, provided they notify the City of their intention to retire within forty-five days from the date of this Agreement and they retire on or before seventy-five (75) days thereafter (totaling 120 days from the date of the Agreement).

Section 9. Payback of Academy Expenses

Any new employee of the Auburn Police Department, who is trained to become a member of the Auburn Police Department, shall agree that they shall commit to three (3) years of continuous employment with the Auburn Police Department. In the event that the employee who has received full training and voluntarily leaves the Department within one (1) year, that person shall be responsible for full reimbursement to the City of Auburn for the cost of the training. If the employee voluntarily leaves the Department within two (2) years, they shall be responsible for 60% of the cost of training and if the employee voluntarily leaves employment from the City of Auburn in the third year, they shall be responsible for 30% of the process training.

In the event that the employee, during the training period, violates any rules of the Academy which causes their dismissal from the Academy, they shall be responsible for the full cost of training to be reimbursed to the City of Auburn.

In the event that an employee leaves the Department pursuant to any of the above mentioned circumstances and they are entitled to a wage payment, the cost of reimbursement to the City may be retained from that salary due to the employee.

ARTICLE XXI: INDEMNIFICATION

Section 1. Defense

The Employer will provide counsel for the defense of a Police Officer against whom a Civil or Criminal complaint is filed or who is sued for alleged false arrest or abuse of power in line of

duty, whether the employee was on or off duty, except if the Officer has been drinking alcoholic beverages, at no charge to the Police Officer, as provided under Section 50-j of the General Municipal Law. However, this is not to be construed as insuring the Officer against liability from willful and wrongful acts or gross negligence. Should the Employer decline to defend, because it has reasonably determined that the alleged acts of the employee were not in the performance of his/her duties or within the scope of his/her employment or constituted intentional misconduct or gross negligence, then the employee may grieve the Employer's decision at the last step of the grievance procedure. While such grievance is pending, the Employer shall continue the defense of the suit.

Section 2. Judgments

A. The Employer shall indemnify any employee covered by this Agreement for any judgment against him based on actions taken in the performance of his/her duties or within the scope of his/her employment, provided it has been determined that the alleged act of the employee was not intentional misconduct or gross negligence.

B. An employee served with a Notice of Claim or Summons claiming damages arising out of actions covered by the above Sections shall forward it to the Corporation Counsel's Office within five (5) calendar days of receipt and shall have a continuing duty to forward any further legal papers concerning such claim within the same time limits.

C. Any employee involved in any incident that may be the subject of litigation must cooperate with the Corporation Counsel's Office in all respects. Such employee must respond promptly to letters, must appear for interviews, hearings, and examinations as requested by the Corporation Counsel or its retained counsel.

D. The Employer shall not be obligated to defend or indemnify any employee who unjustifiably fails to comply with the requirements of the above Section.

ARTICLE XXII: PERSONNEL RECORDS

All employees covered by this Agreement shall have the opportunity of reviewing their personnel file maintained by the City of Auburn Civil Service Commission. This file shall contain their personnel application, yearly evaluation form, and all letters of commendation, reprimand, suspension, fines, demotions, and all other actions that have taken place during their employment with the City. All employees shall have an opportunity to write a letter to the Civil Service Commission, with copies to the Police Chief and City Manager, indicating the area of disagreement with the Civil Service record.

An employee who has been the subject of a disciplinary action, and has not been suspended without pay, may petition the Office of the Chief of Police after two (2) years to remove said reference from his/her personnel file providing that there have been no subsequent disciplinary problems. Said disciplinary action will be removed from the employee's file provided there was no suspension from duty.

ARTICLE XXIII: HEALTH INSURANCE

Section 1. Coverage

A. The Employer shall provide health insurance for the term of this Agreement for all employees covered by this Agreement. Employees shall be responsible for any deductible or copay payments to the provider of services which may be required under the plan. The plans currently offered to all City employees are:

1. Classic Blue Plan (Select)
2. Classic Blue Comprehensive
3. PPO Option J
4. These options shall collectively be considered the Plans

B. Each plan provides a three tiered prescription plan with copays of \$5, \$15 and \$30. There will be a \$2,000.00 per year, per family cap on prescription drug coverage under the Plans. Once an employee satisfies this cap he/she shall not be obligated to make any further copays for the duration of the calendar year.

C. Employees hired on June 30, 2017, and earlier shall be able to participate in all three plans. Employees hired on July 1, 2017, and after will be required to utilize the PPO Option J plan. Employees hired prior to July 1, 2017, will have the right to enroll in the PPO Option J Plan and receive the incentive set forth in subsection N herein, while retaining the right to switch back to a different plan during future open enrollment periods.

D. Employees shall share in the cost of the health plan by contributing 15% of premium.

E. There shall be a \$2000.00 per year, cap per family on Major Medical. Once an employee satisfies this cap, he/she shall not be obligated to make any further co-pays for the duration of the calendar year.

F. The City will make available to bargaining unit members any and all dental plans that the City currently participates in with Blue Cross/Blue Shield. The City will pay the individual premium with the employee contributing one half (1/2) the premium for family coverage under Schedule B. If an employee chooses to participate in the Prime Blue or comparable plan, the employee will absorb all additional costs over and above the City's basic contribution under Schedule B.

G. Employees who, during the term of this Agreement, are covered under another group Hospital-Surgical or Dental Plan at no cost to themselves shall not be eligible for this insurance coverage.

H. The Employer shall during the term of this Agreement, provide such coverage and make such contributions for all months that an employee is actively at work, and all periods of sick leave whether work related or not, and all periods of paid leave of absence. Employees who

have exhausted sick leave benefits and their employment is not terminated, shall be permitted to continue their Group Hospitalization Medical-Surgical and Dental coverage by paying the full cost of such coverage to the City Treasurer's Office; subject, however, to the provisions of the Waiver of Premiums clause in the present New York State Health Plan, which provides that the Employer shall pay part of all of the premiums for a period not to exceed one year.

I. Any currently retired employee who, on September 22, 2000, (1) was an active employee; (2) held the rank of Captain; (3) notified the City of their intent to retire by December 1, 2000; and (4) who retired on or before January 1, 2001, shall have fully paid health insurance.

J. Employees who retire from the City of Auburn shall be eligible for health insurance coverage in retirement with the City contributing as follows:

1. Select and Comprehensive Plans (non-Medicare eligible retirees):
 - Individual Plan – 50% of the premium
 - Family Plan – 50% of the individual coverage and 35% of the additional dependent coverage
2. PPO Option J Plan (non-Medicare eligible retirees):
 - Individual Plan – 50% of the premium
 - Family Plan – 50% of the premium
3. Medicare PPO Plan (Medicare eligible retirees):
 - Individual Plan – 50% of the premium
 - Family Plan – 50% of the premium

K. Dental benefits are not applicable at retirement or included within the medical benefits offered at retirement.

L. The City shall provide each employee a maximum reimbursement of one hundred fifty (\$150.00) dollars per family per year as and for a vision benefit.

M. Employees may elect to decline the City's Insurance benefits, provided they can demonstrate proof of continuous coverage under a non-City plan. Any employee, who exercises this option, will be eligible for a \$4,000 yearly stipend, payable in two semi-annual installments and pro-rated for partial year coverage. An exception is made when two married individuals are both eligible for coverage under the City health plan. If one employee opts to participate in the City health plan and the other employee opts for the buyout, they will be eligible for a \$2,000 yearly stipend. Installments will normally be paid in the first payroll in January and the last payroll in June of each year. The employee must demonstrate continuous coverage throughout the non-coverage stipend period and prior to opting back into the City health coverage. Employees may opt back into City coverage with proof of continuous coverage, during annual open enrollment or upon a qualifying event. If the employee experiences a lapse in coverage, they may not opt back into a City plan and will then be no longer able to obtain the \$4,000 stipend.

N. Effective July 1, 2017, The City shall provide an annual \$500 incentive to all employees opting into an individual PPO Option J plan and \$1,000 incentive to all employees opting into a family PPO Option J plan. These incentives will be paid in January of each year.

Section 2. Review Committee

The Employer and the Union agree in principal to a concern for the rising cost of health benefits and the desirability of evaluating other health benefit programs, including private, public and self-insured plans. It is agreed that the Employer and the Union shall initiate the following actions:

A. A Health Benefit Committee shall be established with equal representation by the Employer and the Union. The Committee shall meet quarterly and shall consist of representatives designated by the Union and the City. There shall be three (3) members of the Union to be designated by the Union, who shall be given up to three (3) hours release time with pay, if scheduled for duty, for the purpose of attending meetings of the Health Benefit Committee

B. It is contemplated that the Committee may involve or join with other bargaining units of the City of Auburn and that any change in plans or benefits may include this Union or all other City employees.

C. The function of the Committee shall be to evaluate health plans and benefits for employees and to modify, amend or change the plans or benefits as shall be reasonable and prudent, consistent with the following guidelines:

- 1 Any new plan or benefit shall be comparable to or better than the present Plan.
2. The cost of any Plan.
3. Administration of any plan and the ease of access to employees.
4. Any projected change in cost or in benefit levels of the existing health plan or other health plans.
5. Any health plan or benefits provided to other employees of the City of Auburn.
6. The Plans established under provisions of this Article shall remain in effect unless changed by mutual agreement or arbitration.

D. No change of health plan benefits shall be instituted except and upon meeting the following conditions:

1. Mutual agreement by the Employer and the Union.

2. In the event no mutual agreement is reached, the Employer or Union annually may submit to the other party a proposed plan or proposal for changes in benefits. The receiving party shall have a period of thirty (30) days in which to review or comment on such plan. If there are no objections, the plan shall be implemented. If the receiving party does object to the plan, then the plan may be submitted to arbitration on the issue of comparability of benefits, consistent with the terms of this contract and within the guidelines above established. No plan shall be implemented prior to determination by arbitration. The objecting party may submit to arbitration its proposed plan for consideration by the arbitrator, but only if the objecting party has previously submitted a plan for consideration for review by this other party.

E. The Employer agrees to permit one (1) employee designated by the Union to use up to two (2) hours of each week, non-cumulative, during normal working hours, to act as a representative of the Health Benefits Committee to the Union membership and to perform such duties, activities and other functions as are consistent with the work of the Health Benefits Committee herein established.

F. The three (3) delegates selected by the Union to serve on the Health Benefits Committee will be given a leave of absence with pay for up to a total of three (3) working days (the total of three (3) days to be shared by all such delegates) in each contract year to attend seminars, meetings and conferences that specifically related to Health Benefit plans, cost and other factors pertinent to the work of the Health Benefits Committee. The Union shall promptly notify the Chief and the Employer of the persons so designated and shall provide proper notice of any requests to attend conferences. In no event shall the above activities be permitted to interfere with the efficient operation of the Police Department. Additional conference days with pay will be allowed for the three (3) committee members selected above for such conferences as are mutually determined by the Union and the Employer to be necessary for the purposes of the Health Benefits Committee.

ARTICLE XXIV: PENSIONS

The Employer shall provide each employee covered under this Agreement a pension under the New York State Policemen's and Firemen's Retirement System Section 384(e) which shall be fully paid by the Employer and shall permit retirement after twenty (20) years of service.

Upon adoption of this contract, employees who are members in Tier 5, who were hired by the City on or before June 30, 2014, shall have any contributions required by NYS and Local Retirement System reimbursed to them on a semi-annual basis.

Employees in Tier 6, and in subsequent Tiers and employees hired after July 1, 2014 shall contribute to the cost of the pension consistent with the applicable provisions in the New York State Retirement and Social Security Law.

ARTICLE XXV: OUT OF TITLE PAY

In the Patrol Division, when a Sergeant is delegated by the Chief of Police or his/her designee to fill the vacancy of a Patrol Lieutenant or a Police Captain, or if a Lieutenant is delegated by the Police Chief to fill the vacancy of a Patrol Captain, for at least four (4) hours, that Sergeant or Lieutenant shall be paid the base rate of pay for Patrol Captain or Patrol Lieutenant, or if the Sergeant's or Lieutenant's rate is higher than the base rate, then it shall be the next higher step in pay grade for Lieutenant or Captain retroactive to the first day.

ARTICLE XXVI: SERVICE CONNECTED DEATH BENEFITS

The Employer shall 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. 1964, c. 742.

The Death Benefit to be paid under the terms and conditions of Section 208-b shall be one year's salary, and One Thousand Dollars (\$1,000.00) or ten percent of the deceased member's final salary, whichever is higher, payable for each child under the age of eighteen (18), or where applicable, the benefit provided by Section 208-c.

ARTICLE XXVII: DISABILITY PROCEDURES

The parties agree to formulate a mutually agreed upon policy regarding the implementation of General Municipal Law Section 207-c.

ARTICLE XXIII: DRUG TESTING

The parties agree to formulate a mutually agreed upon policy regarding drug testing.

ARTICLE XXIX: SAVINGS CLAUSE

Should any provision of this Agreement be declared unlawful by any Federal or State Court, the parties shall honor the remainder of the Agreement and shall meet within thirty (30) calendar days of determination for the purpose of renegotiating that portion declared unlawful.

ARTICLE XXX: AGREEMENT

The foregoing constitutes the entire Agreement between the parties, and no verbal statement or other agreement, except an amendment mutually agreed upon between the parties and in writing, annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

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 approved legislative body has given approval.

ARTICLE XXXI DURATION

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, June 30, 2022, or later if negotiations have not been completed, and unless written notice is given at least One Hundred Eighty (180) days prior to June 30, 2022, by either party requesting a change or termination of the same, then it shall automatically continue in effect from year to year until such notice is given at least One Hundred Eighty (180) days prior to June 30th of any subsequent year. Negotiations shall commence no sooner than February 1st of the termination year.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2017.

FOR:
New York Finger Lakes Region Police
Officers Local No. 195 and Security and Law
Enforcement Council 82 American Federal of
State, County and Municipal Employees

FOR:
City of Auburn, New York

Joseph Villano, President

Michael Quill, Mayor

John Breeze

Jeffrey Dygert, City Manager

Christopher Major

Stacy L. DeForrest, Esq.
Assistant Corporation Counsel

Associate General Counsel to Council 82

Shawn Butler, Chief of Police