

2014-2016

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 Assistant 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

(a) 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.

(b) 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 local savings bank. The payroll savings deduction authorization may be initiated or altered only prior to the first pay period commencing January, April, July, and October of any calendar

(d) 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 permit 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

(a) 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.

(b) 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 (15) 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.

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(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 shall be five (5) days 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 in command positions of Sergeant, Lieutenant, Captain and the position of Detective shall be allowed a one (1) hour lunch period.

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. 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 Union and the Chief of Police will formulate and agree on a procedure for this process.

Supervisors shall be entitled to switch 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.

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.

(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; (2) Employees assigned to schools, with the exception of the basic academy, on a voluntary basis shall receive straight time compensation; and (3) All other times shall be paid as overtime work. Any employee sent for training at a school shall receive his/her normal day or week's pay.

(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 be in 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 shall accumulate two (2) hours of comp time for every eight (8) hours of actual training time. The one hundred and eighty (180) hour limit on comp time shall be lifted while the FTO's are training.

(g) K-9 officers shall receive one (1) hour of comp time for every eight (8) worked. This will compensate for maintaining their dogs.

(h) An employee may be required to provide their immediate supervisor a minimal twenty four 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 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) Effective July 1, 2014, employees covered under the existing contract between the Employer and Union will be paid at the following wage:

	Academy (Step 0)	Probationary (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	35,200	37,777	40,542	43,509	46,694	50,112	53,780	57,717	61,942	66,476
Police Officer - 40 hrs						50,388	54,076	58,035	62,283	66,842
Detective						52,853	56,722	60,874	65,330	70,112
Sergeant						54,491	58,480	62,760	67,354	72,285
Sergeant - 40 hrs						54,763	58,772	63,074	67,691	72,646
Lieutenant						56,365	60,491	64,919	69,671	74,771
Captain						58,234	62,497	67,071	71,981	77,250

(b) Effective July 1, 2015, employees covered under the existing contract between the Employer and Union will be paid at the following wage:

	Academy (Step 0)	Probationary (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	35,552	38,154	40,947	43,945	47,161	50,613	54,318	58,294	62,561	67,141
Police Officer - 40 hrs						50,892	54,617	58,615	62,905	67,510
Detective						53,382	57,289	61,483	65,983	70,813
Sergeant						55,036	59,064	63,388	68,028	73,007
Sergeant - 40 hrs						55,311	59,360	63,705	68,368	73,372
Lieutenant						56,929	61,096	65,568	70,367	75,518
Captain						58,816	63,122	67,742	72,701	78,022

(c) Effective July 1, 2016, employees covered under the existing contract between the Employer and Union will be paid at the following wage:

	Academy (Step 0)	Probationary (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	36,263	38,917	41,766	44,823	48,104	51,626	55,405	59,460	63,813	68,484
Police Officer - 40 hrs						51,910	55,709	59,787	64,164	68,860
Detective						54,449	58,435	62,712	67,303	72,229
Sergeant						56,137	60,246	64,656	69,388	74,468
Sergeant - 40 hrs						56,417	60,547	64,979	69,735	74,840
Lieutenant						58,067	62,318	66,879	71,775	77,029
Captain						59,993	64,384	69,097	74,155	79,583

Police Officers hired under the above pay schedule shall be paid at the academy rate until they have completed their academy followed by the probationary rate until they have completed their probationary period. Upon completion thereof, they will be paid at the Step A level, with each additional step to commence upon the officer's subsequent anniversary date.

Officers who have previous experience with another police department and are hired by the Auburn Police Department will be paid the following rates based on their time with their former department

- |    |  |              |
|----|--|--------------|
| 1. | Some experience, academy graduate but less than one year | Probationary |
| 2. | 1-2 years  | Step A       |
| 3. | 2-4 years  | Step B       |
| 4. | More than 4 years  | Step C       |

(d) The minimum rate of each classification shall be paid to the employee on his/her appointment to the position. Increases to the next step in the salary grade shall be upon completion of six (6) months of compensating work, and thereafter each year on the anniversary date of completion of the six (6) month work period.

Section 2. Line up Pay

Effective January 1, 2005:

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:

Effective July 1, 2008 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. Promotions

An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

- (a) The employee shall remain on the same step in new position.
- (b) Following a promotion, the employee's future increments shall continue to be based on the anniversary date established by this Article.

Section 6. 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) If the rate of pay of the employee in the higher class is within the pay range of the lower class, his/her rate of pay will be decreased by one pay step.

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

Section 7. Shift Differential

Effective July 1, 2014:

Employees working the four to midnight shift and the midnight to eight shift shall receive an extra \$0.40 per hour and \$0.60 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 Sergeants 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.

**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, quarantined 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, he will be credited for one (1) day of sick leave during each month that his sick leave is below two hundred sixty (260) days and during which he is actively at work for at least fifty percent (50%) of his 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, unless 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 1st, 2012, the Sick Leave Incentive is as follows;

The Sick Leave incentive shall be paid on a quarterly basis, beginning on February 1, 2001. The rate of the incentive is \$200.00 per quarter, provided no sick leave (excluding family sick leave) is utilized in that quarter. The quarters shall be identical to the shift rotations. Employees who retire prior to December 31st of any year who, at the time of their retirement, would otherwise be entitled to a payment as hereinbefore provided shall receive a payment prorated to the nearest calendar quarter. Payment shall be made on the second claims list of the month following the quarter.

Section 4. Retirement

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

(b) Sick leave will be credited towards an employee's future health insurance premium costs at a dollar value equivalent to two (2) accrued leave days to one (1) paid work day.

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 sick leave incentive offered or 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, 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 (1) 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 VACATIONS

### Section 1. Schedule

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

#### Required Service

1 year but less than 4 years  
4 years but less than 8 years  
8 years but less than 12 years  
12 years but less than 16 years  
16 years but less than 20 years

#### Time Off

21 consecutive days  
21 consecutive days, plus 1 work day  
28 consecutive days, plus 2 work days  
28 consecutive days, plus 3 work days  
28 consecutive days, plus 4 work days

20 years and over

28 consecutive days, plus 5 work days

Captains working a 5/2 schedule will be compensated with an additional five (5) days off per year.

(b) 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 his/her retirement date, and during said time, the vacation shall be granted.

(c) 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.

(d) Effective January 1, 2005, 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.

An employee who dies while in active service and who has accrued, but unused, longevity days shall have paid to his/her 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 him/her and receive in his/her final paycheck for each unused longevity day his/her prevailing hourly rate, multiplied by eight (8) hours, in addition to longevity pay due to him pursuant to Article XIV of this Agreement

(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.

## Section 2. 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 his/her 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) 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. No vacation time may be accumulated from year to year. 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.

## 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 vacation weeks, or on days when the employee is on vacation, he/she shall be paid his/her 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 he/she 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.

Each employee shall have the option of exchanging seven (7) consecutive days to five (5) single day segments to be taken subject to a minimum of twenty-four (24) hour notice and minimum staffing requirements.

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.

**ARTICLE XV  
UNIFORMS AND CLOTHING**

Section 1. Uniform Maintenance

(a) Effective July 1, 2012, the \$1,200 uniform allowance and \$325 clothing maintenance allowance shall be folded into the base salary as reflected in the salary schedule in the wage article.

(b) Effective July 1, 2015 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.

(c) 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 take two (2) paid personal leave days during each contract 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.

Effective January 1, 2005:

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.

Effective June 1, 2011:

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.

The Union agrees that its members will file annually a financial disclosure statement, to be drafted and agreed upon through the special Conference Committee.

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.

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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 are retirement eligible at 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 elect to retire within their window to be determined by the Chief of Police and Local 195.

(b) Another window(s) will be open for a group not eligible for the first window, with the same incentive amounts and eligibility criteria with the window period to be determined by the Chief of Police and Local 195.

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

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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.

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ARTICLE XXIII  
HEALTH INSURANCE

Section 1. Coverage

Effective January 1, 2011, the Comprehensive Plan is added as a choice for all employees.

(a) The Employer shall provide a Health Insurance Plan for the term of this Agreement for all employees covered by this Agreement. Employees shall be responsible for any deductible payments to the provider of services which may be required under the Plan.

(b) The Health Insurance Plan provided by the Employer shall be the Blue Cross/Blue Shield Blue Plan which contains a One Hundred (\$100.00) Dollar deductible provision per person.

(c) All employees will be eligible to participate in a prescription plan (hereinafter "RX Plan"). This Plan will be administered by Blue Cross/Blue Shield. An RX card (ID card) will be issued to each participant in the prescription plan. Upon presentation on the ID card, the participant shall be entitled to purchase prescription medication from any provider with co-pay, as provided in the standard Blue Cross/Blue Shield three tier plan for \$5.00, \$15.00 or \$30.00. There will be a \$2000.00 per year, per family cap on prescription drug coverage. 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.

(d) 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.

(e) Employees shall participate in sharing the cost of the Health Plan as follows:

(1) Health insurance premium contributions for newly-hired employees (hired after July 1, 2014 shall be 20% for the employee's first year of employment and 15% thereafter.

(2) Health insurance premiums for employees hired before July 1, 2014 shall be 15% of the premium for the select and ppo plans and 10% for the comprehensive plan. Effective July 1, 2015, the premium for employees hired prior to July 1, 2014 shall be 15% regardless of the plan.

(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. The City will contribute an amount equal to the basic family

contribution rate under Schedule is for those employees who elect to remain in the City's current dental plan.

(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 (1) year.

(i) The Police Captains employed by the City on 09-22-00 shall have \$1000.00 added to their base salary, as more fully described in a MOU. Further, any Police Captain employed by the City will have until December 1, 2000, to notify the City of their intent to retire, and retire on or before January 1, 2001, and still avail themselves of the fully paid health insurance.

(j) Dental benefits are not applicable at retirement or included within the medical benefits offered at retirement.

(k) Effective July 1, 1999, 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.

(l) Effective July 1, 2012: 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 \$2,000 yearly stipend, payable in two semi-annual installments and pro-rated for partial year coverage. 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. Employee 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, employee may not opt back into City plan and will then be no longer able to obtain \$2,000 stipend.

## 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 Blue Cross/Blue Shield Plan established under provisions of this Article shall remain in effect unless changed by mutual agreement or arbitration.

(d) No change of health plan or 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. Work days not used in the first year of the contract may be carried over to the second year, of the three (3) year Agreement. 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 in Tiers I, II and V shall have all future contributions fully paid by the employer.

Further, upon adoption of this contract, Council 82, Local 195 agrees to withdraw their grievance with regard to the PERB Case No. A2011-452. Employees in Tier VI, 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.

In addition, the Employer shall provide the option for military service during World War II at the employee's expense, the One-Year Final Average Salary Option as provided for under Section 302-9(d) of the New York State Policemen's and Firemen's Retirement System, and the Career Retirement Plan provided for under Section 375(i) of the 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 Ten Thousand Dollars (\$10,000) for each child under the age of eighteen (18), or where applicable, the benefit provided by Section 208-c.

**ARTICLE XXVII  
SPECIAL CONFERENCES**

The City of Auburn recognizes that its police officers, as individuals and as a group, have a proper professional interest in and can make significant contributions to the formulation and continuing review of local law enforcement policies.

To ensure effective participation in the policy-making process by all ranks, including the Patrol Officers, who because of their daily contact with operational problems and needs have unique expertise to provide in a law enforcement policy issues, the Police Department will establish a Labor-Management Committee. This committee will meet bi-monthly, or more frequently if needed, to discuss matters of mutual concern with reference to departmental operation, job requirements, work rules and law enforcement policy matters.

This committee shall consist of the Chief of Police, a member of City Management, the Union President, and one Captain, one Lieutenant, two Patrol Officers to be chosen by the Union, and one Detective. Those employees designated by the Union shall be given up to four (4) hours release time from work with pay, if scheduled to work, for the purpose of attending such bi-monthly meetings provided there are sufficient personnel available to meet the needs of the affected shift.

**ARTICLE XXVIII  
DISABILITY PROCEDURES**

The parties agree to formulate a policy with said policy attached to the Agreement as Appendix A.

**ARTICLE XXIX  
DRUG TESTING POLICY**

The parties agree to formulate a mutually agreed upon drug testing policy with said policy to be attached to the within Agreement as Appendix B.

**ARTICLE XXX  
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 XXXI  
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 therefor, shall not become effective until the approved legislative body has given approval.

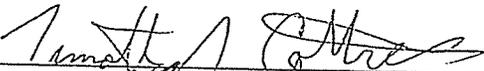
**ARTICLE XXXII  
DURATION**

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, June 30, 2017, 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, 2014, 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 16<sup>TH</sup> day of JANUARY, 2015

FOR:

NEW YORK FINGERLAKES REGION  
POLICE OFFICERS LOCAL NO. 195  
AND SECURITY AND LAW ENFORCEMENT  
COUNCIL 82 AMERICAN FEDERAL OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

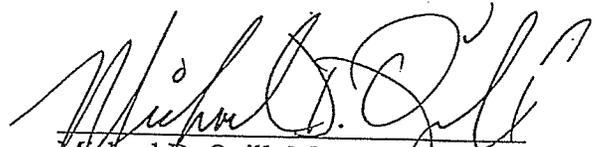
  
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Timothy Cottrell, President

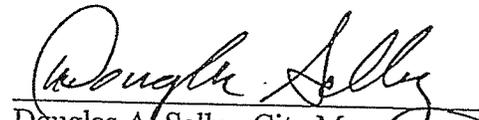
  
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Angelo Spinelli, Vice President

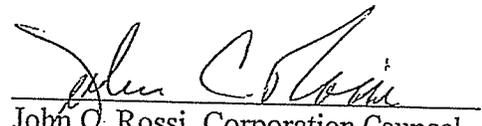
  
\_\_\_\_\_  
Matthew P. Ryan, Associate General  
Counsel to Council 82

FOR:

CITY OF AUBURN, NEW YORK

  
\_\_\_\_\_  
Michael D. Quill, Mayor

  
\_\_\_\_\_  
Douglas A. Selby, City Manager

  
\_\_\_\_\_  
John C. Rossi, Corporation Counsel

  
\_\_\_\_\_  
Brian A. Neagle, Police Chief

# **APPENDIX “A”**

## **AUBURN POLICE DEPARTMENT POLICY RELATIVE TO IMPLEMENTATION OF GENERAL MUNICIPAL LAW §207-c**

## **AUBURN POLICE DEPARTMENT POLICY RELATIVE TO IMPLEMENTATION OF GENERAL MUNICIPAL LAW §207-c**

### **SECTION 1: INTENT**

This procedure shall be used to administer General Municipal Law §207-c disability benefits paid as a result of injuries and/or illness sustained while on duty or while performing duties on behalf of the Auburn Police Department ["Police Department" or "Employer"]. This procedure shall not prohibit a uniformed member ["Police Officer"] of the Police Department from seeking or collecting any other benefits to which s/he may be entitled. For the purpose of this Policy, "business day" shall mean Monday through Friday, excluding any holiday when City Hall is closed for regular business.

### **SECTION 2: ACCIDENT/INJURY REPORT**

A. A Police Department Accident/Injury Report ["Report"] should be completed as soon as practical, but not later than 30 days of an incident giving rise to an injury or illness or within 30 days of the discovery of an injury or illness believed to be related to an on-the-job incident. See Exhibit 1. The Accident/Injury Report shall be forwarded to the Police Chief through the shift commander. A Report shall be completed regardless of the severity of the illness or injury, and regardless of whether the affected Police Officer will be able to resume his/her regularly assigned duties. If applicable, a NYS Police Service Casualty Report will also be completed. In the event the Police Officer is personally unable to complete the Report or to otherwise give notice, another acting on behalf of such Police Officer may give notice. If known, the notice shall describe the nature of the injury or sickness and the name of the treating physician. Failure to file a timely Report will be admissible in any subsequent proceeding, but-not conclusive as to the outcome

B. The City will make five copies of the Report to be distributed as follows: one to the Union President, one to the Safety Office and one to be placed in the Police Officer's personnel file, one to the Police Officer, and two copies to the Chief of Police or his designee

who will be responsible for filing one copy with the New York State Police and Fire Retirement System and retaining the other copy.

C. Copies of all reports or investigations into incidents causing alleged injuries shall be filed in the Police Officer's personnel file.

**SECTION 3: NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT**

A. A Police Officer, or anyone acting on his/her behalf, who claims a right to benefits under Section 207 -a of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make written notice and application for those benefits within fifteen (15) business days of when the Police Officer reasonably should have known that the illness or injury would give rise to the claim of entitlement to 207-c benefits. The written notice and application shall be presented to the Chief or the Chief's designee on the form that is made a part of this procedure (as provided in Section 2, supra).

B. The Police Officer shall provide a medical authorization for the City to obtain copies of his/her relevant medical records from his/her treating physician or other health care provider. (See, Exhibit 2). Without cost, the City will provide the Police Officer with a copy of the records and reports provided to the City pursuant to the authorization, as well as any records or reports by physicians, health care providers, or other experts who examine the Police Officer on behalf of the City. The medical authorization shall contain a confidentiality statement, prohibiting the use or release of the Police Officer's medical records except for purposes authorized by this procedure.

C. In the event of a personal inability by the Police Officer to give notice, another acting on behalf of such Police Officer may make such notice. If known, the notice shall describe the nature of the injury or sickness and the name of the treating physician.

D. The failure to satisfy any time limitations specified above will be admissible in any subsequent proceeding, but not conclusive as to the outcome.

#### **SECTION 4: STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS**

A. The Police Officer may be placed on paid department leave, pending determination of his/her eligibility for §207-c leave

B. If the Police Officer is determined to be eligible for §207-c benefits, the time charged to department leave will be converted to §207-c leave. If the Police Officer is determined not to be eligible for §207a benefits, the time charged to department leave will be converted to sick leave. If the employee has no accrued sick leave, the employee will reimburse the City in time (vacation) or money, at the option of the employee, for the sick leave owed.

#### **SECTION 5: BENEFIT DETERMINATION**

A. The Police Chief or designee shall review promptly a Police Officer's application for Section 207-c benefits and shall determine his/her eligibility within thirty (30) business days, or such mutually agreeable longer period of time, after the Chief or designee receives the application. If the Chief or his designee fails to respond within the afore-referenced time period, the Union shall have the right to either afford the City additional time to make a determination or to file for arbitration, as provided in Section 6, infra.

B. In order to determine eligibility, the Police Chief or designee may require a more detailed statement from the Police Officer than that contained in the application. The Police Chief or designee may take statements from witnesses and send the Police Officer to a physician or physicians of its choice for examination at the City's expense. The Police Chief or designee should, if at all possible, utilize the Physician or other Licensed Health Care Professional (PLHCP).

C. The determination will be made, in writing, setting forth in detail any and all reasons for same. (See, Exhibit 3). In the event the application is denied, the City will simultaneously provide the Police Officer, without cost, a copy of all information produced or

acquired by it, in connection with the Police Officer's application and determination for §207-c benefits. The City shall have an on-going duty to provide the Police Officer with additional medical information subsequently produced or acquired.

#### **SECTION 6: DISPUTES RESOLUTION PROCEDURE**

In the event the City denies an application for §207-c benefits, seeks to discontinue §207-c benefits or there is a dispute about whether a Police Officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Federal Mediation and Conciliation Service or the American Arbitration Association. A de novo hearing shall be held within sixty (60) days of selection of an arbitrator, except the deadline may be extended upon mutual consent. The arbitrator shall render his/her decision within thirty (30) days of the closing of the record. The determination of the arbitrator shall be final and binding on the City and the Police Officer, except as otherwise provided in Article 75, CPLR, but shall not preclude another review at a subsequent date based on upon new or supplemental medical or other information. The cost of arbitration shall be borne equally by the City and the Police Officer.

#### **SECTION 7: LIGHT DUTY**

A. Whenever light duty is available, and when a §207-c Police Officer is qualified to perform such duty, the City may require a return to work on light duty.

B. The Police Department may identify an unspecified number of light duty openings. The employee will receive a copy of light duty jobs (see, Exhibit 4), said list to be forwarded to his/her doctor. The doctor must notify the Police Department, in writing, whether or not the employee can perform any or all of these tasks and suggested guidelines for same. The Police

Officer shall not be required to perform any duties that his/her physician deems detrimental to the health or rehabilitation of the Police Officer.

C. The Police Officer will be informed in writing of the duties expected, the days of work and the hours of work per day, with a copy forwarded to the Union President, at least five (5) business days prior to assignment.

D. If the Police Chief disputes the attending physician's recommendations, the Police Officer shall remain on §207-c leave until a decision is rendered under the provisions of the dispute resolution procedure. It is understood that assignment to light duty is temporary and that a Police Officer so assigned does not have an indefinite entitlement to a light duty assignment.

#### **SECTION 8: MISCELLANEOUS BENEFITS**

A. The clothing allowance provided in the Collective Bargaining Agreement will be paid, regardless of active duty status at time of payment, unless the Police Officer has been out on Duty Injury for one (1) year or more.

B. A §207-c Police Officer shall accrue sick leave time as if he/she were on active status as provided in Article X of the current Collective Bargaining Agreement.

C. Vacation and other paid leave time are accrued by §207-c Police Officers the same as an active (non-Duty Injury) employee.

#### **SECTION 9: PAYMENT FOR MEDICAL SERVICE**

A. No claim for medical and/or surgical treatment shall be paid unless the attending physician promptly submits to the City a preliminary notice of injury and treatment. Thereafter, the physician must submit a more detailed report with respect to the first treatment and additional progress reports. Police Officers are required to ask their treating physicians to submit a Notice of Injury and Treatment and supplemental information on a timely basis; however, no Police Officer shall be prejudiced with respect to the payment of medical services

for any delay in submitting the aforementioned documentation if submission of same is outside the immediate control of the Police Officer.

B. Absent referral by a treating physician or an emergency, Police Officers cannot engage the services of specialists or surgeons nor shall they incur expenses for second opinions, physiotherapeutic procedures, x-rays, chiropractic care or diagnostic lab work without the prior approval of the Chief or his designee. No claim for such services shall be paid unless the Police Chief has authorized such special services or unless special services are required in an emergency or the treating physician ordered same. The Chief or designee can be contacted at any time to make an immediate decision in regards to authorizations. Authorization will not be unreasonably withheld or delayed. Any dispute regarding the appropriateness or necessity for such services shall be resolved through expedited-arbitration or a judicial proceeding, the forum to be selected by the Police Officer.

#### **SECTION 10: CONTINUOUS REVIEW**

The Chief of the Auburn Police Department is authorized to make periodic reviews of all cases to determine the claimant's continued eligibility for benefits.

#### **SECTION 11: NOTIFICATION OF CHANGE IN CONDITION**

All claimants shall notify the Police Chief, in writing, of any change in their condition (not to be interpreted as a daily change, but change made by the attending physician), including any change that would enable that person to return to normal Police duties or render him/her available for assignment by the Police Chief to other duties. Any dispute regarding failure to notify the Police Chief of any material change affecting the claimant's condition or eligibility for benefits shall be resolved pursuant to the Dispute Resolution Procedure in Section 6, supra.

#### **SECTION 12: RETURN TO REGULAR DUTY**

A. Any member of the Auburn Police Department who has received disability benefits and who is returning to work may be ordered by the Police Chief to report to a physician designated by the City who shall examine the claimant and determine if he/she is able to return

to work. The Police Chief may also utilize the PLHCP who will use a Medical Evaluation Form to determine if the Police Officer is able to perform duties regularly assigned to Police Officers of that individual's rank and position.

B. If the Police Chief determines that the claimant is no longer eligible for disability benefits, the Chief shall notify the claimant to return to regular duty. The Police Officer will be informed, in writing, of the duties expected, the days of work and the hours of work per day, with a copy forwarded to the Union President, at least five (5) business days prior to assignment. The Police Officer at his/her request may waive the five (5) day time period.

C. If the claimant fails or refuses to work pursuant to the Police Chief's orders, the Chief shall immediately submit a written charge that claimant has failed or refused to return to work as ordered. A copy of this letter will be sent to the claimant and the Union President. Any dispute regarding the appropriateness of the Chief's return to duty order or the Police Officer's compliance with same shall be resolved pursuant to the Dispute Resolution Procedures in Section 6, supra.

### **SECTION 13: RECURRING DISABILITY OR ILLNESS**

A. Any claimant who alleges that a prior disability or injury, for which the claimant may or may not have received benefits, has reoccurred must follow all procedures and time frames in the Section 3, supra. All time limits shall be measured from the incident alleged to have given rise to the recurrence of the injury or discovery of the sickness, allegedly giving rise to the recurrence of the disability.

B. Pending the Police Chief's determination of the claimant's eligibility for benefits, the claimant shall be placed on paid department leave. If the Police Officer is determined to be eligible for §207-c benefits, the time charged to department leave will be converted to §207-c leave. If the Police Officer is determined not to be eligible for §207-c benefits, the time charged to department leave will be converted to sick leave. If the employee has no accrued sick leave, the employee will reimburse the City in time (vacation) or money, at the option of the employee, for the sick leave owed.

### **SECTION 14: FILING FOR DISABILITY RETIREMENT**

When a Police Officer is injured and cannot return to full duty, the Police Chief shall, on behalf of the Police Officer, make application pursuant to the applicable provisions of the Retirement & Social Security Law of the State of New York.

**SECTION 15: OTHER PROVISIONS**

Any Police Officer assigned to light duty as a result of a line-of-duty incident shall be eligible for all benefits and provisions of the current Collective Bargaining Agreement, regardless of the number of hours worked, unless previously noted. No Police Officer assigned to light duty status shall be required to perform duties outside his/her civil service classification, as addressed in the current contract or as stated in General Municipal Law Section 207 -a.

**SECTION 16: HOLD HARMLESS**

The parties acknowledge and agree that it was the City who initiated the negotiation and drafting of this Policy. The City agrees to indemnify and hold harmless the Union from any liability sought to be imposed on it as a result of the interpretation or application of this Policy. Said indemnification provision shall include, but not be limited to, the cost of legal fees to defend such an action.

DATED:

  
CITY OF AUBURN

DATED:

  
NEW YORK FINGER LAKES  
REGION POLICE OFFICERS  
LOCAL NO. 195