

AMENDMENT

TO THE 2017 COLLECTIVE NEGOTIATIONS AGREEMENT BY AND BETWEEN THE CITY OF AUBURN AND THE NEW YORK FINGER LAKES REGION POLICE OFFICERS LOCAL #195

This Agreement is made on February 22, 2019, by and between the City of Auburn, a municipal corporation duly organized and existing pursuant to the laws of the State of New York, with principal offices at Memorial City Hall, 24 South Street, Auburn, NY 13021 (the "City") and the New York Finger Lakes Region Police Officers Local No. 195 (the "Union").

Witnesseth:

WHEREAS, on June 30, 2017, the City and the Union entered into a Collective Negotiations Agreement (the "Agreement"), which is in full force and effect until June 30, 2022, subject to any written amendments made thereto; and

WHEREAS, since the parties executed the Agreement, the City of Auburn Police Department has suffered a significant reduction in staffing as a result of ongoing retirements, transfers and difficulties in the recruitment of new officers; and

WHEREAS, given these unusual circumstances, the parties agreed to reopen the Agreement for the sole and limited purpose of renegotiating the terms of wages and the health insurance incentive for employees; and

WHEREAS, the proposed revision of Articles VIII and XXIII of the Agreement are annexed hereto and made a part hereof in Exhibits A and B;

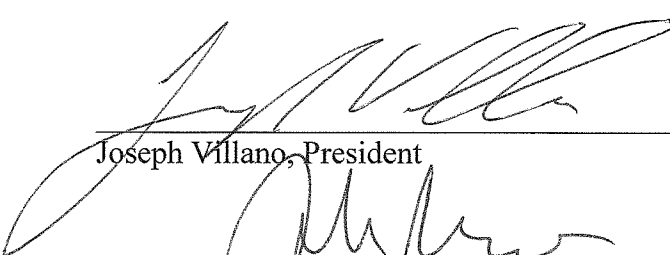
NOW, therefore, it is hereby **AGREED** between the parties as follows:

1. The City and the Union agree amend the Agreement as follows:
 - A. Article VIII entitled "Wages" of the Agreement shall be amended as is set forth herein at Exhibit A;
 - B. Article XXIII entitled "Health Insurance" of the Agreement shall be amended as is set forth herein at Exhibit B.
2. The foregoing amendment to the Agreement shall be effective as of February 10, 2019.
3. The members of the Union met and voted to approve the amendment to the Agreement on January 30, 2019.
4. All the remaining terms and conditions of the Agreement shall remain in full force and effect unless modified herein.

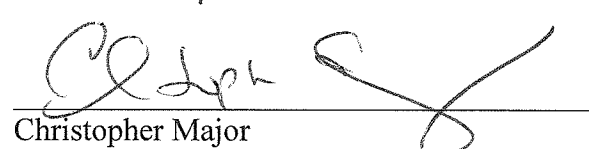
IN WITNESS WHEREOF, the parties have set their hands this 22nd day of February, 2019.

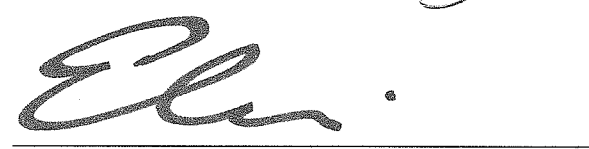
FOR:

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



Joseph Villano, President

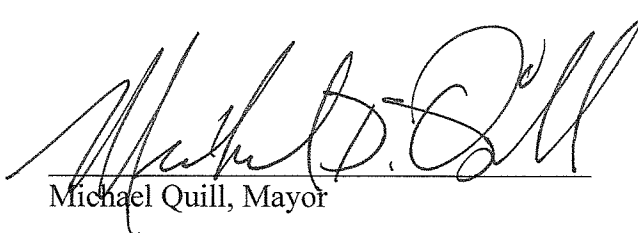
John Breeze

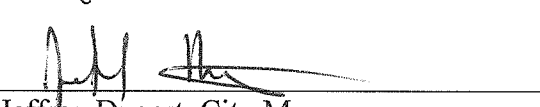
Christopher Major

Ennio Corsi, General Counsel to Council 82

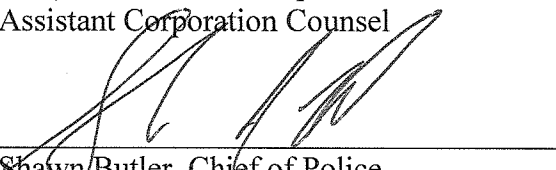
FOR:

City of Auburn, New York



Michael Quill, Mayor

Jeffrey Dygert, City Manager

Stacy L. DeForrest, Esq.
Assistant Corporation Counsel

Shawn Butler, Chief of Police

EXHIBIT A

ARTICLE VIII: WAGES

Section 1. Wage Schedule

A. Definitions:

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

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

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

Effective as of February 10, 2019										
	Step 0	Step 1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Officer	39,263	41,917	44,766	47,823	51,104	54,626	58,405	62,460	66,813	71,484
Police Officer (5/2)						54,910	58,709	62,787	67,164	71,860
Detective										75,229
Sergeant										78,632
Sergeant (5/2)										79,046
Lieutenant										81,492
Captain										84,351

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

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

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

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

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

D. Officers who have previous experience with another Police Agency and who are hired by the Auburn Police Department (hereinafter referred to as “Lateral Hires”) may ~~will~~ be started at a base pay rate comparable with their time served as a Police Officer. The base pay rate for Lateral Hires shall not exceed the base pay rate of a member of the Auburn Police Department, who has the same time served as a certified Police Officer, as reported by the Department of Criminal Justice Services. Departmental Seniority shall be calculated based on the date that the member was hired with the City of Auburn Police Department and shall not include any periods of suspension for periods of two (2) weeks or more or while on leave of absence without pay for two (2) weeks or more ~~will be started at the following rates:-~~

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

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

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

Section 2. Lineup Pay

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

employee, as pay or comp. Members shall choose pay or "comp time" for line-up with at least one (1) pay period notice to the Chief of Police.

Section 3. Longevity

Longevity shall be paid at the following schedule:

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

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

Section 4. Transfers

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

Section 5. Demotion

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

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

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

Section 6. Shift Differential

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

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

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

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

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

EXHIBIT B

ARTICLE XXIII: HEALTH INSURANCE

Section 1. Coverage

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

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

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

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

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

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

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

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

H. The Employer shall during the term of this Agreement, provide such coverage and make such contributions for all months that an employee is actively at work, and all periods of sick leave whether work related or not, and all periods of paid leave of absence. Employees who have exhausted sick leave benefits and their employment is not terminated, shall be permitted to continue their Group Hospitalization Medical-Surgical and Dental coverage by paying the full cost of such coverage to the City Treasurer's Office; subject, however, to the provisions of the Waiver of Premiums clause in the present New York State Health Plan, which provides that the Employer shall pay part of all of the premiums for a period not to exceed one year.

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

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

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

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

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

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

N. Effective July 1, 2017, The City shall provide an annual \$500 incentive to all employees opting into an individual PPO Option J plan and \$1,000 incentive to all employees opting into a family PPO Option J plan. These incentives will be paid in January of each year. All employees hired on or after February 1, 2019, shall not be eligible for the foregoing incentive.

Section 2. Review Committee

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

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

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

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

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

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

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

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

F. The three (3) delegates selected by the Union to serve on the Health Benefits Committee will

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