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PLT/6875

PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

CITY OF OGDENSBURG, NEW YORK

AND

POLICE SUPERVISORY UNIT
OGDENSBURG, NEW YORK, INC.

2004-2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN

CITY OF OGDENSBURG, N.Y.

AND

**POLICE SUPERVISORY UNIT
OGDENSBURG, NEW YORK**

This Agreement made on this _____ day of December **2003** by and between the City of Ogdensburg, New York, herein after referred to as the "CITY" and the Police Supervisory Unit of Ogdensburg, N.Y., hereinafter referred to as the "EMPLOYEE" or "P.S.U." or the "UNIT".

ARTICLE I. Applicable Law

The law governing this contract agreement shall be the Public Employee's Fair Employment Act, and such provisions of the Civil Service Law and the Local Laws of the City of Ogdensburg which are not inconsistent with said Act.

ARTICLE II. Recognition

For the purpose of collective bargaining, with respect to rates of pay, wages or salaries, hours of work, and other terms and conditions of employment, the City recognizes the Police Supervisory Unit as the exclusive representative and agent for all supervisory employees of the City of Ogdensburg Police Department (Lieutenant, Sergeants) except the Chief of Police.

ARTICLE III. Term of Agreement

The term of this agreement shall be from **January 1, 2004 to and including December 31, 2006.**

ARTICLE IV. Management Rights

Unless specifically abridged, delegated, granted, or modified by this agreement, nothing in this agreement shall limit the City in the exercise of its function of management, under which it shall have, among others: the right to hire new employees and to direct the working force; to promote, discipline, suspend, discharge for cause, or lay off employees; require employees to observe City and Departmental Rules, Regulations, and Policies; to decide the services to be provided to the public; type and location of work assignments; the number of employees assigned to a particular job; schedules of work; work standards; and the methods, processes, and procedures by which such work is to be performed. It is agreed that these enumerations of management's prerogatives shall not be deemed to exclude other prerogatives

not enumerated and except as specifically abridged, delegated, modified, or granted by this agreement, all rights, powers, and authority the City had prior to the signing of this agreement are retained by the City and remain exclusively and without limitations within the rights of the City.

ARTICLE V. Police Supervisory Unit Rights

The City of Ogdensburg recognizes the right of the Police Supervisory Unit to designate representatives to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. The employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the City and the employees and the uninterrupted operation of government. The City shall continue to pay employees during said time, not exceeding sixteen (16) hours per month.

ARTICLE VI. Salary

Section 1. The 2004 - 2006 salary schedule shall be retroactive to January 1, 2004.

Section 2. Commencing in 1983, the bi-weekly salary payment shall be determined by dividing the annual salary by the number of bi-weekly pay days in the calendar year (either 26 or 27).

Section 3. The following longevity schedule for Sergeants and Lieutenant shall be in effect during 2004 - 2006. (Time in Grade)

<u>2004</u>		<u>2005</u>		<u>2006</u>	
Starting Sgt.	\$45,939	Starting Sgt.	47,202	Starting Sgt.	48,500
After 2 Years	46,785	After 2 yrs.	48,072	After 2 yrs.	49,394
After 4 Years	47,501	After 4 yrs.	48,807	After 4yrs.	50,149
After 6 Years	48,221	After 6 yrs.	49,547	After 6 yrs.	50,910
After 10 Years	48,951	After 10yrs.	50,297	After 10 yrs.	51,680

<u>2004</u>		<u>2005</u>		<u>2006</u>	
Starting Lt.	\$50,379	Starting Lt.	51,764	Starting Lt.	53,188
After 2 Years	51,053	After 2 yrs.	52,457	After 2 yrs.	53,900
After 3 Years	51,725	After 3 yrs.	53,147	After 3 yrs.	54,609
After 4 Years	52,397	After 4 yrs.	53,838	After 4 yrs.	55,318
After 5 Years	53,070	After 5 yrs.	54,529	After 5 yrs.	56,029
After 6 Years	53,742	After 6 yrs.	55,220	After 6 yrs.	56,738
After 10 Years	54,441	After 10 yrs.	55,938	After 10 yrs.	57,476

Section 4. For the purpose of the longevity schedule, persons in rank before July 1 shall be credited for that entire calendar year when determining the steps on January 1. An employee in rank on or after July 1 will not get the longevity step until January 1 the next year. In rank shall mean a permanent appointment to the position of Sergeant.

Section 5. Those employees who reside within the City limits of Ogdensburg while employed with the Ogdensburg Police Department shall receive a \$400.00 lump sum payment each year as an incentive. Employee must live within the City for the previous 12 months; stipend to be paid in week closest to 11/15 of each year. This stipend is not cumulative and is not a part of base salary.

ARTICLE VII. Retirement

Section 1. The City agrees to offer the 20 year retirement program pursuant to Section 384D of the New York State Police and Firemen's Retirement system, in Fiscal Year 1987.

Section 2. The City agrees to adopt the necessary resolution permitting employees to apply for retirement service allowance for military service in World War II, under Section 41-b. "Transfer of Service for Another System", Section 43-g and other military service as provided in Section 243-4 of Military Law.

Section 3. **(Retirement Incentive):** Employees who give a written notice of intent to retire to the City Manager, and whose retirement is effective during the period from 01/01/2004 through 06/30/2004, inclusive, shall be entitled to a \$5,000.00 retirement bonus. Employees who give a written notice of intent to retire to the City Manager, and whose retirement is effective during the period from 07/01/2004 through 12/31/2004, inclusive, shall be entitled to a \$2,500.00 retirement bonus.

ARTICLE VIII. Overtime & Related Matters

Section 1. The normal work schedule for employees shall be five (5) eight hour work days, for a total of forty (40) hours each week, and no more than five (5) consecutive eight (8) hour work days without two (2) consecutive days off, and with a minimum of sixteen (16) hours off between shifts worked. Newly appointed Sergeants may be allowed to switch scheduled shifts with another employee of the same job classification, with the approval of the Chief of Police or the Patrol Lieutenant, not to exceed five (5) working days per calendar month, during the first calendar year after appointment.

Section 2. Any authorized work in excess of the basic work week shall be considered overtime. Any time spent in court (City, State, Federal) or at any legal hearing to which an employee is subpoenaed and compelled to appear in connection with the work of the Police Department during off duty hours or in excess of the normal work day shall be considered overtime. Accumulated overtime will be compensated at the rate of time and one-half. Overtime will be compensated by time off at the option of the employee. If the employee elects to be compensated by time off, such time off must be authorized in advance by the Chief of Police or his designee, and it shall only be granted subject to prevailing statute and policy absent a police emergency. Any accumulated overtime for which an employee has not yet been compensated shall be paid at the request of the employee not to exceed 240 hours in any calendar year. Any request for compensation must be made to the City Comptroller in writing with a minimum of 30 days notice prior to the week that the check will be issued, and must be approved by the Chief of Police. No overtime shall be paid for activities arising out of off-duty employment of employees. No employee shall be forced to use any such compensatory time off without his consent. However, no employee shall carry more than 480 hours of accrued overtime, effective 01/01/01. Upon retirement, the employee shall be compensated for all unused overtime, not to exceed 480 hours.

Section 3. Any accumulated overtime as of December 31, 1980 shall be taken or paid in the manner specified in the 1979-80 contract.

Section 4. Call-in overtime among Sergeants shall be equalized to the fullest extent possible.

Section 5. It is recognized that the primary responsibility of the City is the preservation of the general health, safety and welfare of the public and the community at large. On occasions, in order for the City to fulfill this responsibility, certain work must be scheduled outside of the regularly scheduled shifts or work weeks. The employee shall report for such work when notified by the employer unless excused for good cause.

Section 6. All Sergeants who are called in, and report for duty outside their regularly scheduled shifts, shall be compensated for such time worked. However, minimum compensation for such call-in period shall be equivalent to four (4) hours of straight time pay.

Section 7. ALL SERGEANTS COVERED BY THIS AGREEMENT WHO ARE NOTIFIED BY AN AUTHORIZED PERSON TO STAND BY AT HIS HOME OR RESIDENCE OR AT ANOTHER APPROVED LOCATION SHALL BE COMPENSATED AT A RATE EQUAL TO ONE (1) HOUR'S PAY FOR EACH TWO (2) HOURS ACTUALLY ON STAND-BY STATUS.

Section 8. Overtime work will be credited by rounding to the nearest quarter hour.

Section 9. Any overtime earned in one block may be split between paid overtime and compensatory time off at the employee's discretion. It shall not be required that said overtime earned in one block be taken entirely as pay, or entirely as time off. Time shall be split according to full hours.

ARTICLE IX. Vacations

Section 1. Vacation leave shall be allowed in accordance with the following schedule:

- (A) After one continuous year of employment-10 days
- (B) After five continuous years of employment-15 days
- (C) After fifteen continuous years of employment-20 days

Section 2. The days allowed for vacation leave shall be determined by the Chief of Police or his authorized representative and are to be picked from a vacation schedule by rank and seniority. All vacation and holiday periods must be picked by the senior man before the next man will be able to pick. Vacation days must be taken within the year earned; however, one week's vacation time may be carried over into the following year, with permission from the Chief of Police, if through no fault of the employee, the vacation time could not be taken in the year earned. Such carried over vacation time must be used prior to April 1st of the following year. "Through no fault of the employee" shall relate to Police problems only. Uniform and non-uniform personnel covered by this agreement shall pick from vacation schedules independent of each other.

Section 3. The vacation schedule shall allow vacations to be picked on a weekly basis for each week of the year. A minimum of two uniform Sergeants may choose a vacation for all periods except during the months of July and August, when only one officer will be allowed to choose per week. Employees shall not be mandated to select vacation periods until September 15th of each contract year. The Lieutenants shall select their vacation with the approval of the Chief of Police and, during a period when the Chief of Police is not on leave.

Section 4. An employee must sign the vacation schedule within three (3) scheduled working days after personally being notified that it is available for signing. If not signed within that period, the employee will be passed over, and will go to the bottom of the seniority list for that period.

Section 5. Each employee shall have the option to delete two (2) week of vacation time from selection as a block, and instead, have eighty (80) hours added to the vacation portion of the time accrual sheet maintained by the Police Department, which may then be taken as

individual blocks of time off. Vacation time taken off in this manner shall be granted in the same manner as compensatory time off, and shall be used within the calendar year being scheduled. There can be no carry-over of this optional eighty (80) hours from one year to the next year. Records of such optional time shall be recorded as a separate and distinct entity.

Employees hired before 01/01/75 and continuously employed by the City of Ogdensburg from that hire date, at the time of separation from service due to a voluntary retirement only, shall be credited with their remaining balance of vacation days for the previous calendar years and prorated to the maximum 31.5 days for the calendar year in which the retirement is effective.

Section 6. Employees covered by this agreement shall be able to receive their vacation pay at the beginning of their vacation if one (1) week written notice, approve by department head, is given to the Comptroller's office.

Section 7. All members of the PSU will have the option of selling back one week of vacation time per year at 100% of the standard rate of pay, annually, to be indicated no later than September 15 for the following calendar year. Each employee who chooses this option shall be paid by separate check as close to February 1 as possible in each respective year.

ARTICLE X. Personal Leave

Section 1. All employees covered by this agreement shall be entitled to four (4) personal leave days per year, which cannot be accumulated.

Section 2. Personal leave requests must be submitted one (1) full working day in advance of the leave period, except that the requirements of this section may be modified or waived in unusual circumstances warranting such action. The employee shall make notification to his supervisor as soon as possible or practical, prior to taking such leave. Personal leave time may be taken in one hour increments.

Section 3. The City reserves the right to schedule leave so that the needs of the service may be met, in the case of Police Emergencies. Absent the existence of such Police Emergency condition, personal leave requests must be granted if made in compliance with Section 2 of this Article.

Section 4. Leave requests for a recognized holiday, or the day before or after such holiday, must be submitted at least ten (10) days prior to holiday. Such leave will be granted on the basis of rank and seniority.

Section 5. Employees shall be entitled to a fifth personal day effective 1/1/1989. Such non-accumulative fifth personal day is subject to Section 2, 3 and 4 above. Additionally, such fifth personal day shall not shorten a shift and result in necessity for overtime.

ARTICLE XI. Holidays

It is recognized that, historically, the City has granted fifteen (15) holidays yearly, three and one half (3 1/2) days of which are without contractual authorization. Due to the fact that it is impossible to give said holidays to the Police Department when they fall, and due to the fact that they are regularly scheduled days, and not considered overtime, the following policy will be in effect with respect to holidays: There shall be eleven (11) paid holidays for all employees, and an additional one half (1/2)

day on Good Friday. For the purposes of separation pay, the payment will be based upon the eleven and one half (11 1/2) actual holidays. But, for the purpose of time off only, the City will grant a total of fifteen (15) days. Holiday time shall be added to the employee's vacation schedule and picked according to rank and seniority, with respect to uniformed or non-uniformed assignment, with the senior man signing for all of his vacation and holiday time before the next man signs.

At the time of voluntary separation from the service in good standing, for the purposes of computation of separation pay, the employee shall be credited with the remaining balance, if any, of their vacation and holiday time for the previous calendar years, and prorated to the maximum of thirty one and one half (31 1/2) days for the calendar year in which the separation is effective.

If a holiday falls on a weekend, a day will be given on Friday or Monday in lieu of said day and due to the fact that it is impossible to give said holidays to the Police Department when they fall, they will be added to their vacation schedule and picked according to rank and seniority with the senior man signing for all of his vacation and holiday time before the next man signs (copy of list of specific holidays is attached to this agreement as Schedule A).

ARTICLE XII. Sick Leave

Section 1. All regular employees shall be entitled to accrue fifteen (15) days paid sick leave annually.

Section 2. Sick leave shall be accrued at the rate of 1 1/4 days per month.

Section 3. All employees will have the right to accumulate up to two

hundred (200) days of unused sick leave.

Section 4. Sick time may be taken for an illness which an employee may contract or for any exposure to contagious disease which he may experience in which the health of others would be endangered by his attendance at work. A certificate of inability to work by reason of illness from a licensed doctor of medicine or Osteopathy, or such other evidence of illness or inability to work as the City Manager may deem necessary, may be required as evidence of illness before compensation for the period of illness is allowed. If such certificate is required, the City shall pay 50% of the office call or emergency room cost to obtain such certificate from a licensed doctor of medicine or Osteopathy of the employee's choice. The City reserves the right to request an examination by a licensed doctor of medicine or Osteopathy of its choice at no cost to the employee. However, it is understood that no such certificate will be required until after the third day of illness.

Section 5. When an employee is not able to report for work because of illness or injury as provided in Section 4, he shall report such fact or cause it to be reported to his supervisor or other designated person by telephone or other means within one half hour before the regular starting time of his work shift. Unless this requirement is fulfilled, no sick leave will be approved except in unusual circumstances and then only after approval by the City Manager.

Employees calling in sick; for a day after the first consecutive day shall call at least two hours before the start of their regular starting time of his work shift.

Section 6. When an employee becomes ill at work and does not feel able to complete his workday, he shall report that fact to his immediate supervisor or superior.

Section 7. When an absence due to illness continues for a period in excess of one week, the employee or a member of his family shall report at weekly intervals giving the employee's condition, progress, probable date of return and the name of the attending physician.

Section 8. An employee's eligibility for payment of time allegedly lost due to illness or contagious disease contact shall be determined by the department head, and his decision shall be final subject to the grievance procedure.

Section 9. A sick leave bonus will be established for employees that have reached their maximum accumulation of sick days. Those employees who have 200 days of accumulated sick time on December 1 of each year and use no sick leave during the next twelve months would be paid the equivalent of four (4) days bonus by December 15.

Section 10. Charges against sick leave will be made for time lost because of illness for which the employee would have received pay and during which normally he would be required to work.

Section 11. Sick leave may be taken in excess of the amount then accumulated but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependant upon the employee's previous sick leave record, and must be approved by the employee's department head and the City Manager.

Section 12. Upon separation from the service, the employee shall be charged for sick leave taken in excess of the amount accumulated.

Section 13. The City will make an additional one-time payment to employees upon retirement in good standing after completion of ten or more years as a police officer. Such cash payment shall be equal to 60% of the employee's accumulated sick leave remaining at the time of separation. In the event of the employee's death prior to separation, provided that the employee was in good standing, the employee's estate shall be entitled to such cash payment.

Section 14. Employees who are absent from work shall continue to accrue sick leave credits during the first six months of absence. Accrual of additional sick leave credits shall cease after six months of absence.

Section 15. When an employee is on sick leave, he or she shall account for their time to their superior. It is understood that a person be allowed reasonable latitude in regard to emergencies, drug store trip, etc. However, the employee will give an explanation of their whereabouts if requested. In the event the explanation is unreasonable, the employee may be subject to disciplinary action.

Section 16. All employees covered by this agreement shall be entitled to use (10) sick days of illness in the immediate family (spouse and children only).

Section 17. Excessive Sick Leave Usage. Effective June 1, 1999.

Declaration of Policy. It is the purpose of this Section to delineate the City of Ogdensburg's attendance expectations for its employees with respect to sick leave usage. The components of this procedure are designed to identify and deter excessive sick leave usage, and abuse. An employee's attendance history, and any other pertinent factors, shall be considered before any type of action, as outlined, is taken against an employee. All other contractual obligations and requirements are to be adhered to.

(A) Definitions.

- (1) "Employee" shall mean any person covered by this agreement as provided for under ARTICLE II - Recognition.
- (2) "Employer" shall mean the City of Ogdensburg or its designee.
- (3) "Sick Leave" shall mean any full or partial work day taken off by means of sick leave usage.
- (4) "Family Sick Leave" shall mean any full or partial workday taken off by means of sick leave usage for illness of an immediate family member, as defined in Section 16 of this Article.
- (5) "Sick Leave Occasion" shall mean any usage of sick leave, hours or days, unbroken by a return to work.
- (6) "Occasion Time Frame" shall mean any continuous 12 month period.
- (7) "Prior Approved Sick Leave" shall mean sick leave usage for doctors appointments, medical testing, etc., for which employer notification was made, and approval granted.
- (8) "Attendance Evaluation Criteria" shall mean the total number of sick leave occasions in any Occasion Time Frame, and the possible actions to be taken against an employee.
- (9) "Hardship" shall mean unusual cases which may be determined exempt from this procedure, i.e., chronic serious illness, Employee Assistance Program referrals, serious family emergencies, etc..

(B) Absence Review. The employer shall, on a continual basis, monitor sick leave usage records of all employees covered by this agreement. Such review shall include, but not be limited to:

- (1) The total number of sick leave occasions in any Occasion Time Frame,
- (2) Whether such number of sick leave occasions exceeds the following pre-determined guidelines (Attendance Evaluation Criteria),
- (3) A determination as to whether the Attendance Evaluation Criteria should be strictly adhered to, taking into account sick leave usage history, hardship, overall work record, or any other extenuating factors or circumstances.

(C) Attendance Evaluation Criteria.

- (1) Number of sick leave occasions in any Occasion Time Frame exceeds five - the employee may be subject to informal discussion with the employer.
- (2) Number of sick leave occasions in any Occasion Time Frame

- exceeds six - the employee may be subject to formal counseling by the employer.
- (3) Number of sick leave occasions in any Occasion Time Frame exceeds seven - the employee may be subject to a written warning.
 - (4) Number of sick leave occasions in any Occasion Time Frame exceeds eight - the employee may be subject to disciplinary action that shall include refusal or revocation of secondary employment, suspension of shift switching privileges, suspension of any other non-contractual privileges, or any other allowable penalty which is deemed appropriate by the employer.
- (D) Sick leave Occasions Not Counted in Occasion Time Frame.
- (1) Prior Approved Sick Leave, with medical documentation provided by the employee.
 - (2) Family Sick Leave, with medical documentation provided by the employee.
 - (3) Any sick leave usage documented by a doctor does not count against employee in evaluation criteria.
 - (4) Any three occasions of Family Sick Leave, not to exceed a total of sixteen hours of leave utilized, without medical documentation.

ARTICLE XIII. Health Insurance

Section 1. The City will continue to provide a comprehensive health insurance plan similar in scope and benefits to the plan currently in effect for the duration of this agreement.

Section 2. The City will continue to pay 100% of the cost of health insurance for active employees, together with 100% of the cost for health insurance for any dependents of an active employee. The health insurance deductible will be \$150.00 for individual coverage and \$300.00 for family coverage effective 01/01/01.

Section 3. The City will pay 100% of the cost for health insurance for retired employees first hired by the Ogdensburg Police Department before 01/01/01, together with 35% of the cost for health insurance for any dependents of such retired employees. The City will pay 60% of the cost of health insurance for retired employees first hired by the Ogdensburg Police Department on or after 01/01/01, together with 35% of the cost for health insurance for any dependents of such retired employees. The City will reimburse retired PSU members for Medicare premiums paid, such reimbursement will discontinue for retirees initially promoted or hired to the PSU after 01/01/01.

Section 4. The City agrees to allow representatives of the GHDI Dental Plan the opportunity to discuss the plan with employees during working hours without interfering with the normal flow of work and at the convenience of the department head for the purpose of allowing the employees to decide whether or not they will purchase such a dental plan. The City further agrees to allow payroll deductions of such plan if it is requested by employees, with the written consent of the employee.

Section 5. All active employees covered by this agreement shall make a co-payment contribution to the cost of providing the health insurance program. This contribution shall be equal to \$15.00 per payroll period. Upon an individual employee's retirement these payments will cease, and Section 3 of this article will take effect for employee and dependents.

ARTICLE XIV. Uniforms and Equipment

Section 1. The City shall retain the right to prescribe the uniform to be worn and the equipment to be used by Police Department personnel. The City shall furnish employees with at least the following uniform articles and equipment, if such is required in the performance of their duties:

- | | |
|---------------------------|--|
| (A) Winter Coat | (I) One Collapsible Straight Baton |
| (B) Spring/Fall Coat | (J) One VTL, PL, CPL |
| (C) Orange Raincoat | (K) One Riot Helmet |
| (D) Uniform Hat | (L) One Can OC Spray |
| (E) Winter Hat | (M) One Department ID Card |
| (F) One Cap Badges | (N) One Department Issue Handgun |
| (G) Two Shirt/Coat Badges | (O) One Full Set Basic Leather
(Upon Hire Only) |
| (H) One Sidehandle Baton | (P) One Class B. Uniform
(Pant, Shirt, Short) |

The equipment listed above remains the property of the City and shall be returned upon the request of the Chief of Police. The remaining articles of regulation uniform and equipment shall be supplied by the employee. All employees shall keep their uniform and equipment in a neat and clean condition at all times.

Section 2. The City agrees to replace all articles of uniform and equipment listed in Section 1 as necessary in the judgment of the Chief of Police. Worn out articles of uniform or equipment shall be returned to the Police Department prior to the issuance of new equipment. "Worn out" equipment will not be reissued except on an emergency basis.

Section 3. The City shall establish a uniform clothing allowance of \$600.00 per year for 2004-2006 for each employee of the PSU to be used for the purchase and maintenance of uniform items listed below and dispensed by the voucher system. The allowance shall be paid to each member as close to February 1 as possible in each respective year.

- | | |
|---------------------------------|--|
| (A) Police Regulation Trousers | (G) Winter Vests (worn under coats) |
| (B) Police Regulation Shirts | |
| (C) Police Regulation neckties | (H) Leather items: belt, cuff case, holster, cartridge |
| (D) Two Pair Black Shoes per yr | |
| (E) Dry Cleaning of Uniform | carrier, keepers, key snaps, night stickholders |
| (F) Gloves | (I) Uniform Hats
summer/winter) |

Section 4. The Lieutenant and plain clothes personnel may purchase and maintain both uniform and civilian clothing out of the clothing allowance not in excess of \$600.00 for **2004-2006**. The allowance shall be paid as close to February 1 as possible.

ARTICLE XV. Paid Leave to Attend Funerals

Section 1. If a death occurs among members of an employee's family, the employee will be excused from work to attend the funeral and to make other necessary arrangements without loss of pay from the day of death until the day after the funeral but not more than a total of three (3) days.

Section 2. The phrase "immediate" family for purposes of this section shall mean: husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law, maternal, paternal grandparents, brother-in-law, and sister-in-law.

Section 3. An employee who wishes to attend a funeral for any one outside of his "immediate" family will be excused from work without loss of pay for one half (1/2) day with the permission of the Chief of Police.

Section 4. In either case, time taken beyond the specified amount will be charged against the employee's vacation, personal leave or overtime.

ARTICLE XVI. Grievance Procedure

Section 1. Declaration of Policy. It is the purpose of this

procedure to secure at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint and reprisal.

Section 2. Definitions.

- (A) "Employee" shall mean any person covered by this agreement as provided for under Article II - Recognition.
- (B) "Employer" shall mean the individual designated by management to review and resolve grievances.
- (C) "Association" or "Union" shall mean the Police Supervisory Unit.
- (D) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of this agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the employer, or those matters affecting employee's health or safety, physical facilities, materials, or equipment furnished to employees or supervision of employees.
- (E) "Supervisor" shall mean the employee on the next higher level of authority above the employee in the department

wherein the grievance exists and who normally assigns and supervises the employee's work.
- (F) "Days" shall mean all days other than Saturday, Sunday, and holidays, which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

Section 3. Rights of the Parties

A. Rights of the Grievant

1. The grievant may select any representative(s) to assist him in the processing and/or preparing of grievances except that no representative may be present from any other employee organization other than the Police Supervisory Unit.

2. The grievant shall have access to all written statements, records, and materials relating to the grievance.

B. Right of the Association

1. The association shall receive a copy of any claim, including supporting materials, and of any decision rendered pursuant to this procedure.

2. The association shall have the right to submit briefs to support or refute allegations of any party in a grievance.

3. The association may have an observer at any hearing, conference or meeting held under this procedure where it would not otherwise be represented and shall be given seven days notice of the time, date and place of the hearing, conference or meeting.

4. The association may file a grievance in its own name.

C. Mutual Rights

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or his representative fail to make a decision within the required manner except at step three, the grievance shall be deemed to be upheld and in all respects binding upon the parties.

Section 4. Presentation

Step One

1. Any employee(s) who claim to have a grievance shall present this grievance to his supervisor orally or in writing

within sixty (60) days of its occurrence. The supervisor will acknowledge receipt of employees grievance, in writing.

2. The immediate supervisor shall meet with the parties to resolve the grievance within three days. After the request for the meeting, he shall render a decision in writing within two days thereafter, a copy of which is to be sent to both the employee(s) and his representative.

Step Two

The aggrieved party, if not satisfied with the decision at Step One, may within ten days request a review by the department head. Such request is to be in writing with a copy to be given to the immediate supervisor. The department head shall convene a hearing within five days after receipt of the request for said hearing. The department head shall render a decision in writing within five days after the hearing, a copy of which is to be sent to the aggrieved and his representative.

Step Three

The aggrieved party, if not satisfied with the decision at Step Two, may within five days, request in writing a hearing before the

City Manager. The requested hearing shall be held within five days after it is received. A decision shall be made within five days thereafter, a copy of which is to be sent to the aggrieved and his representative.

Step Four

The aggrieved party with the approval of the PSU may appeal an unsatisfactory decision at Step Three to an arbitrator provided by the New York State Public Employment Relations Board subject to its rules. The decision arrived at shall be final and binding upon both parties to the agreement.

The fees and expenses of the arbitrator shall be borne equally by the parties.

The arbitrator shall hold a hearing within twenty days after he has been selected, and shall render a decision within twenty days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from, or change any part of the provisions of this agreement, nor to render any decision which conflicts with a law, regulation, directive or ordinance. Awards may not be retroactive beyond the date the grievance was filed or beyond the date the employee became aware of the grievance, except when the grievance involved cash pay earned but not received.

Section 5. General Considerations

1. All grievance discussions, meetings, conferences, and hearings shall be conducted during the normal workday.

2. The time limits at any step(s) may be extended by written consent of the parties.

3. The move to arbitration must be approved by the PSU.

4. Minutes shall be taken at all grievance steps above step Two, with copies of said minutes being furnished to all parties. The cost of such minutes are to be borne equally by the parties.

ARTICLES XVII. No Strike Provision

The Ogdensburg Police Supervisory Unit affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike or impose an obligation in such a strike.

The term "strike" shall mean any strike, slowdown, refusal or other stoppage of work by public employees.

The City reserves the right to litigate in a court of competent jurisdiction immediately for civil damages resulting from a violation of this article. Nothing contained in this agreement shall be construed to limit the rights, remedies, or duties of the City under State Law.

ARTICLE XVIII. General Provisions

Section 1.

If any article of this agreement or any addition thereto shall be held to be in violation of any Federal, State, or Local Law, or if adherence to or enforcement of any article or section should be restrained by a court of law, the remaining articles of this agreement shall not be affected, and shall remain in effect. If such a determination or decision is made, both parties shall convene immediately for purposes of negotiating a satisfactory replacement for such article.

ARTICLE XIX. Conclusion of Collective Bargaining

This agreement shall constitute the full and complete understanding between both parties and may be altered, changed, added to, deleted from or modified only through the mutual voluntary consent of the parties in a written and signed amendment to this agreement.

ARTICLE XX. Duration of Agreement

This agreement shall remain in force and effect until 11:59 P.M., **December 31, 2006**, and thereafter until amended or modified as provided herein. Either party hereto may, on or after **July 1, 2006**, serve a notice in writing upon the other party of its desire to amend or terminate this agreement, effective **January 1, 2007**. In such event, the parties and/or their representatives shall commence negotiations immediately on such proposed amendments for a succeeding agreement.

ARTICLE XXI. Mandating Language of Section 204-A Taylor Law

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

ARTICLE XXII. Members Rights

Section 1. Members of the Ogdensburg Police Department hold a unique status as public officers, in that the nature of their office and the performance of their duties involve the exercise of a portion of the police powers of the State of New York and City of Ogdensburg.

Section 2. The security of the State, its citizens and the City of Ogdensburg depends to a great extent upon the manner in which the members of the Ogdensburg Police Department perform their many and varied duties. The performance of these duties involves the members in all manner of contacts and relationships with the public.

Section 3. Out of such contacts and relationships may arise questions concerning the actions of members of the Police Department. Such questions may require prompt investigations by the department supervisors or the City or other persons of competent authority.

Section 4. To insure that such investigations are conducted in a manner conducive to good order and discipline, and at the same time observing, and protecting the individual rights of each member of the department, the following rules or procedures are hereby established.

- (A) The interrogation of any member of the department shall be at a reasonable hour, preferably when the member is on duty and during daylight hours unless the nature of the investigation dictates otherwise.
- (B) Interrogation of any member shall be held at the police station unless the nature of the investigation dictates otherwise.
- (C) Any member shall not be interrogated relative to any specific complaint unless he is advised of the nature and source of that complaint, and whether he is being interrogated as a witness or as a subject of a possible disciplinary action.
- (D) The interrogation shall be completed with reasonable dispatch and, if necessary, time will be allowed for meals.
- (E) The member shall also be provided time for personal necessities and telephone calls.
- (F) The member shall not be subjected to any offensive language or threatened with dismissal or other disciplinary action, and no promise of reward shall be made as an inducement to answering questions.
- (G) In all cases where a member is, or may be charged with a violation or infraction of the departmental rules, which, if

proven, may result in his dismissal, or disciplinary action, he shall be afforded, if he desires, a reasonably allotted period of time to contact, consult and have present, before questioning, or appearance before a hearing, an attorney of his own choosing and/or a representative of the PSU. Such attorney and/or PSU representative shall be allowed to be present during all stages of the proceedings, if the member so desires and shall be further allowed to counsel the member whenever necessary.

- (H) There shall be no "off the record" questions.
- (I) The complete proceedings shall be recorded mechanically, or by stenographic or both. Upon request of the member, he shall be given an exact copy of any written statement he may execute and an exact copy of the transcript of the proceedings. All recesses shall be noted in the transcript.
- (J) If a member is under arrest or likely to be placed under arrest, that is if he is the target or suspect of a criminal investigation, he shall be advised of his rights under the supreme courts "Miranda" decision.
- (K) No member shall be ordered to take or requested to take a polygraph test for any reason. Such test may be given if the member so requests.
- (L) No member shall be requested or ordered to submit to a blood test, breath test, or urine test, for any reason except as may be provided by statutory law. Such test shall be given if the member so requests.
- (M) If a member is the target or suspect of a criminal investigation, he shall not be ordered to submit any written statements, nor sign any, other than is provided in the NYS Code of Criminal Procedure.
- (N) If a member is the target or suspect of an infraction or violation of the department rules and regulations, he shall not be ordered to sign or submit any statements. In such cases, he shall be allowed to consult with his attorney and/or PSU representative.
- (O) Each member of the department has the right to review his personnel file, and to respond to any items contained therein. He also has a right to a copy of any material contained in such file.
- (P) It shall be the duty of each member to cooperate fully and completely with any department investigation of the proper

performance of his duties.

- (Q) In the event that a member is subject to a disciplinary hearing which could result in any form of sanction against the member, a hearing officer for said proceeding will be selected in the following manner: A list of three qualified hearing officer candidates will be solicited from the Jefferson County Bar Association. A hearing officer will be selected by means of the member's representative and the City's representative each striking a name from the list, with the remaining candidate being the hearing officer. In the event that the same name is struck initially by both representatives, the selection between the remaining names shall be done by lottery.

The member's representative in this process will be either his own legal representative, or a representative from the P.S.U., this being at the member's discretion. Said hearing shall be scheduled in a timely manner, not to exceed sixty (60) days from the formal filing of charges against the member, unless mutually agreed upon between the representatives of the member and the City.

ARTICLE XXIII. Maintenance of Conditions

It is mutually agreed that existing rules, regulations, and procedures, rights, privileges, or benefits affecting the Police Department and employees covered by this agreement shall remain in force throughout the duration of this agreement subject to the establishment of procedures for changing, modifying, or controlling the provisions of this agreement. All other rights, privileges, or benefits already accorded to the Policemen of the City of Ogdensburg or employees covered by this agreement, shall not be rescinded as a result of this agreement. In addition, in the event of the expiration of this agreement prior to a new agreement being reached, the provisions of this agreement will remain in force, subject to the signing of a new agreement.

ARTICLE XXIV. Working Conditions

The employer shall notify the Police Supervisory Unit at least seven (7) working days in advance of any change in working methods or working conditions, except where such a change is required because of a Police Emergency or major disaster over which the employer has no control. The employer shall be responsible to complete and make available work schedules, a minimum of thirty (30) days in advance. Any dispute shall be handled according to Article XVI.

ARTICLE XXV. In-Service Training

The employer, in recognizing that the needs of the service are best

met by the establishment of an In-Service training program, shall also periodically nominate eligible permanent employees covered by this agreement to the F.B.I. Academy of Law Enforcement. The employer, however, is not obligated to send an employee at such times as it is determined that an unbearable financial hardship would be imposed upon the employer.

ARTICLE XXVI. Police Vehicles

Replacement police vehicles ordered by the employer shall have an air-conditioning option included in the order, and also, tilt steering wheels, if an option provided by the manufacturer. All police vehicles shall undergo a quarterly N.Y.S. motor vehicle inspection by a certified N.Y.S. motor vehicle inspection station and shall meet all required State of New York equipment and safety standards. A vehicle not meeting these standards shall be deemed unsafe, and employees shall not be required to operate same.

ARTICLE XXVII. Labor Management Committee

Section 1. A Labor Management Committee shall be formed to discuss any litigation brought against the police department or any member of the PSU. No members attending such a meeting shall be entitled to overtime.

ARTICLE XXVIII. Copy of Records from City Clerk's Office

Section 1. The City shall restore the practice of getting copies of records, such as birth certificates, death certificates, etc., from the City Clerk's office, where legally authorized, to PSU employees only, and with the City Manager's approval.

ARTICLE XXIX. Jury Duty

Members selected for jury duty will be allowed day(s) off to serve, with pay, regardless of shift assignment. Proof of selection must be submitted to the Chief of Police or a Lieutenant.

Time off for sitting in the juror pool will only be granted for those members actually on duty at the time the summons is returnable, and then only for the actual duration of time spent sitting in the pool.

ARTICLE XXX - Employee Evaluations

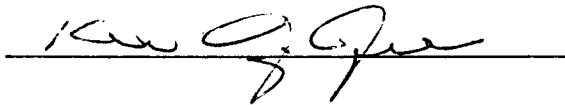
Unit members shall be subject to an annual performance evaluation. A copy of the evaluation shall be given to the employee, with the original evaluation being placed in the employee's personnel file. Repeated poor evaluations or failure to correct deficiencies on the part of the employee may result in the filing of a notice of discipline. Disciplinary sanctions permitted, in addition to those

allowed by statute, shall include refusal or revocation of secondary employment, suspension of shift switching privileges, or suspension of any other non-contractual privileges. Any disciplinary action taken by the City against an employee shall be subject to the applicable provisions of Article XVI - Grievance Procedure, including final determination by an arbitrator selected pursuant to the Rules of Procedure of the New York State Public Employment Relations Board. As in all disciplinary procedures the burden of proof shall rest on the charging party.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16th day of December 2003.

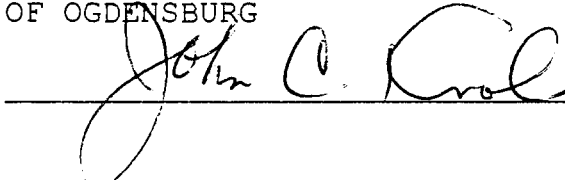
OGDENSBURG POLICE SUPERVISORY UNIT

BY:



CITY OF OGDENSBURG

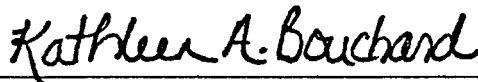
BY:



APPROVED BY THE CITY COUNCIL OF THE CITY OF OGDENSBURG, NEW YORK ON THE 8th DAY OF December, 2003

ATTEST:

CLERK



SCHEDULE A
HOLIDAYS

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Memorial Day
5. July 4th
6. Labor Day
7. Columbus Day
8. Election Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day
12. Good Friday 1/2 day

December 10, 2003

**AGREEMENT TO CONTINUE NEGOTIATION
OF HEALTH INSURANCE BENEFIT**

John C. Krol, City Manager
City of Ogdensburg
330 Ford Street
Ogdensburg, NY 13669

Kevin Fee, President
Police Supervisory Unit
800 Park Street
Ogdensburg, NY 13669

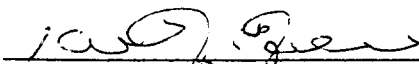
The following constitutes a Side Agreement between the City of Ogdensburg and the Ogdensburg Police Supervisory Unit.

Pursuant to the union-ratified City Package Proposal (12/03/03) and the collective bargaining agreement (2004-2006), the Ogdensburg Police Supervisory Unit agrees to keep the subject bargaining agreement open for on-going and continuing negotiations on the sole subject of health insurance.

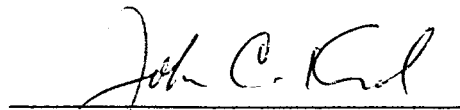
The Police Supervisory Unit hereby acknowledges the receipt of a final report from Locey-Cahill, including recommendations, which provides the basis for continuing negotiations on the proposed amendment to the health plan document.

A failure to reach agreement or an impasse declared on the sole negotiated subject of health insurance, during the term of this collective bargaining agreement, shall be submitted to PERB under the provisions of the Taylor Law for Impasse Declared on a labor contract under negotiation.

Agreed To:


Kevin Fee, President
Police Supervisory Unit

Dated: 12-16-03


John C. Krol, City Manager
City of Ogdensburg

Dated: 12/16/03