



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Oswego, City of and Oswego Captains of Police (2000)**

Employer Name: **Oswego, City of**

Union: **Oswego Captains of Police**

Local:

Effective Date: **01/01/00**

Expiration Date: **12/31/00**

PERB ID Number: **8411**

Unit Size: **2**

Number of Pages: **28**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

**8411\_12312000**

Oswego, City Of And The Oswego  
Captains Of Police

1113  
250.55

CJ  
PLT



**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE CITY OF OSWEGO**  
**AND**  
**THE OSWEGO CAPTAINS OF POLICE**

**For The Term**

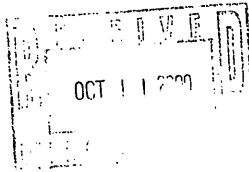
**JANUARY 1, 2000 through DECEMBER 31, 2000**

**RECEIVED**

**OCT 09 2001**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

(2)



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF OSWEGO  
AND  
THE OSWEGO CAPTAINS OF POLICE**

**For the Term**

**January 1, 2000 through December 31, 2000**

TABLE OF CONTENTS

Page No.

ARTICLE

1.	Recognition and Unchallenged Representation	
1.1	Recognition .....	1
1.2	Unchallenged Representation .....	1
2.	Definitions .....	1
3.	Benefits Preserved.....	1
4.	Grievance Procedure and Arbitration .....	2
5.	Discipline and Discharge .....	3
6.	No Discrimination .....	3
7.	Employee and Employee Organization Leave .....	3
7.1	Union Business .....	3
7.2	Grievance Duty .....	3
7.3	Civil Service Examination .....	3
7.4	Negotiations ..	4
7.5	Unauthorized Leave ..	4
7.6	Union Representative ..	4
8.	Bulletin Boards .....	4
9.	Strikes and Other Job Actions .....	4
10.	Working Conditions ..	5
10.1	Changes in Working Conditions .....	5
10.2	Work Week ..	5
10.3	Inspections .....	5
10.4	Air Conditioning.....	5

11.	Promotional Examinations.....	5
12.	Personnel File .....	5
13.	Copies of the Law.....	6
14.	Employer - Employee Meetings.....	6
	14.1 Negotiating Committee .....	6
	14.2 Uniform and Equipment Committee.....	6
	14.3 Rules and Regulations Committee .....	6
15.	Travel Allowance .....	6
16.	Meal Allowance .....	6
	16.1 Duty Within City.....	6
	16.2 Duty Outside City.....	7
	16.3 Meal Allowance.....	7
	16.4 Petty Cash Fund.....	7
17.	Uniforms and Equipment .....	8
	17.1 Clothing Allowance .....	8
	17.2 Repair and Replacement .....	8
18.	Physical Examination .....	8
19.	Educational Benefits.....	8
	19.1 Police Science Courses .....	8
	19.2 Number of Courses .....	9
	19.3 Completion of Course .....	9
	19.4 Educational Leave of Absence .....	9
20.	Personal Days Leave .....	9
21.	Sick Leave and Bereavement Leave .....	9
	21.1 Sick Leave .....	9
	21.2 Bereavement Leave.....	9
	21.3 Rate of Accumulation .....	10
	21.4 Unused Sick Leave .....	10
	21.5 Additional Sick Leave .....	10
	21.6 Disability.....	10

21.7	Accumulation Upon Initial Appointment .....	10
21.8	Verification of Sick Leave .....	10
21.9	Notification ....	11
22.	New York State Retirement.....	11
22.1	Retirement Cost Paid in Full.. .....	11
22.2	Administrative Steps.....	11
23.	Medical, Hospital and Related Benefits.....	12
23.1	Medical Insurance .....	12
23.2	Medical Insurance Upon Retirement. ....	12
23.3	Medical Insurance Reimbursement.....	13
24.	Death Benefit . .....	13
25.	Vacation.....	13
25.1	Schedule.....	13
25.2	Scheduling.....	13
25.3	Accumulated Vacation Upon Retirement.....	14
25.4	Court Appearance During Vacation.....	14
26.	Legal Holidays .....	14
26.1	Holiday Benefits .....	14
26.2	Scheduled For Work on Holiday.....	14
26.3	Paid Holidays. ....	14
26.4	Rate of Pay for Holidays Worked.....	15
26.5	Reimbursement for Compensatory Days.....	15
27.	Extra Duty Compensation .....	15
28.	Extra Compensation and Expense Reimbursement.....	16
28.1	Termination... .....	16
28.2	Retirement or Death Option . .....	16
28.3	Time of Payment.....	16
28.4	Pay Periods ....	16
29.	Direct Compensation. ....	16
29.1	Salary Schedule.....	16
29.2	Rank Differential .....	16

29.3	Compensatory Time .....	17
30.	Notification of City Legislation .....	17
31.	Conclusion of Collective Negotiations .....	17
32.	Savings Clause .....	17
33.	Management Rights .....	17
34.	Drug Testing .....	18
35.	Promotion Exams.....	18
36.	Legislative Action.....	18
37.	Copies of the Agreement .....	18
38.	Duration.....	18
	Salary Schedules (Appendix A) .....	See Attached
	Letter of Intent .....	20
	Letter of Intent (Pay Periods) .....	22

## ARTICLE I

### RECOGNITION AND UNCHALLENGED REPRESENTATION

#### 1.1 Recognition

The City of Oswego, hereby recognizes the Oswego Captain's of Police (Union) as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and other terms and conditions of employment of employees serving in the position of Captain in the Department of Police in the City of Oswego, New York.

#### 1.2 Unchallenged Representation

The City of Oswego and the Union agree, pursuant to Section 208 of the Civil Service Law, that the Union shall have the unchallenged representation status for the maximum period permitted by Law.

## ARTICLE 2 DEFINITIONS

2.1 For the purpose of this Agreement the following terms shall be defined as provided by this Article.

- A. "City" or "Employer" shall mean City of Oswego.
- B. "Employee" shall mean a person serving in a position in the Department of Police as Police Captains.
- C. "Union" shall mean the Oswego Captains of Police.
- D. "Department" shall mean the Department of Police in the City of Oswego.

## ARTICLE 3

### BENEFITS PRESERVED

3.1 With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement any benefit, privilege, or past practice. The City recognizes that there may be past practices not explicitly covered by the language of this Agreement. With respect to such past practices, the City will not diminish or impair such practice.



ARTICLE 4  
GRIEVANCE PROCEDURE AND ARBITRATION

4.1 Definition: A grievance is a dispute concerning the interpretation, application or claimed violation of specific term or provision of this Agreement.

In the event that any difference or dispute should arise between the City and the Union, or its members employed by the City, over the application and interpretation of the terms of this agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is written out and filed within fifteen (15) calendar days of its occurrence or employee knowledge thereof:

a. Between the aggrieved employee, with or without his representative and the Chief of Police and/or City representatives. If no satisfactory agreement is reached within five (5) days, then:

b. Between the Personnel Director, and/or City representatives in conference with representatives of the Union and the aggrieved party. Should no acceptable agreement be reached within five (5) days, then:

c. Between the Mayor of the City and City representatives, the aggrieved employee, and the representatives of the Union. Should no acceptable agreement be reached within an additional seven (7) days, then:

d. The matter may be referred to arbitration by the City or the Union only.

Either party may within ten (10) days after Step (c) request the Public Employment Relations Board to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this agreement, or to establish or change any wage rate. The decision of the arbitrator shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by the parties. Witness fees, and other expenses shall be borne by the parties respectively.

Day shall mean Monday through Friday excluding holidays. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute an abandonment of the grievance and settlement on the basis of the last answer.

It is especially understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present agreement between the parties, (b) involves issues which were discussed at negotiations, but not expressly covered by the terms and conditions of this agreement; (c) involves claims of violations of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider, or decide the appropriate hourly salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide any of the

following: (i) the elements of job assignment, (ii) the level title or other designation of an employee's job classification, (iii) the right of management to assign or reassign work within the respective job titles; (f) pertain in a way to the establishment, administration, interpretation or application of an insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the probationary period.

## ARTICLE 5 DISCIPLINE AND DISCHARGE

5.1 It is agreed that nothing herein shall in any way prohibit the City of Oswego from discharging or otherwise disciplining any employee, regardless of seniority, for reasonable cause, in accordance with the Rules and Regulations set down by the Personnel Director and the Rules and Regulations set down by the Chief of Police governing the Department and now existing at this time, or amended.

## ARTICLE 6 NO DISCRIMINATION

6.1 The City or Union shall not deliberately discriminate against an employee as a result of the proper exercise of his rights guaranteed by the Public Employees' Fair Employment Act. The City shall not discriminate against any member on account of his membership, or non-membership, or duties on behalf of the Union.

## ARTICLE 7 EMPLOYEE AND EMPLOYEE ORGANIZATION LEAVE

### 7.1 Union Business

All duly elected representatives of Union may have a period of time free to pursue legitimate union business not to exceed eight (8) hours per month.

### 7.2 Grievance Duty

All duly elected representatives who are elected for the purpose of adjusting or assisting in the administration of this Agreement 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 employer and the employee and the uninterrupted operation of government.

### 7.3 Civil Service Examination

Each employee shall be granted the necessary time off with pay for the purpose of taking a departmental Civil Service examination. Such time off shall include the 12 to 8 a.m. shift prior to the

scheduled exam day.

**7.4 Negotiations**

During actual negotiating sessions between the City of Oswego and the Union for renewal, changes of a new collective bargaining agreement, the negotiators of Union shall be assigned to the day shift and shall be excused from their duties in the Department, provided such periods of negotiation are reasonable and necessary .

**7.5 Unauthorized Leave**

Any absence of an employee from duty, including any absence for a single day or part of a day, except as provided by the terms of this Agreement, that is not authorized by a specific grant for said leave or absence under these provisions shall be deemed to be absent without leave. Any such absence may subject the offender to disciplinary action. Any employee who absents himself for five (5) consecutive working days without leave shall be deemed to have resigned, unless such absence is held justifiable by the employer, subject to the grievance procedure.

**7.6 Union Representatives**

The Union shall provide to the City a list of Union officers and representatives on October 15 of each year of the contract and as changes occur. An individual whose name does not appear on the list, shall not be entitled to Union leave.

**ARTICLE 8  
BULLETIN BOARDS**

8.1 The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Mayor, his designee, or such other authorized official.

**ARTICLE 9  
STRIKES AND OTHER JOB ACTIONS**

9.1 It is recognized that the need for continued and uninterrupted operation of City Departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the parties hereto agree that there will not be, and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, walk-outs, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The City shall have the right to discipline any employees encouraging, suggesting, forming or participating in a strike, slowdown, or other such interference.

Professional days, job actions or other forms of harassment shall be considered as interference subject to the above sanction.

## ARTICLE 10 WORKING CONDITIONS

### 10.1 Changes in Working Conditions

The employer shall notify Union at least seven (7) days in advance of any change in working conditions or methods except where such change is required because of an emergency or major disaster over which the employer has no control.

### 10.2 Work Week

The present Rules and Regulations of the Department, the Ordinances of the City, and the applicable statutes of the State of New York as they now exist govern the number of hours per week which an employee shall be required to work.

### 10.3 Inspections

One (1) inspection and photo on the steps of City Hall in the City of Oswego, by the Mayor during the term of this Agreement.

### 10.4 Air conditioning in patrol vehicles purchased after 01/01/84.

## ARTICLE 11 PROMOTIONAL EXAMINATIONS

11.1 Where there are three (3) or less candidates qualified to take a promotional examination, the appointing officer shall request the Civil Service Commission to open the examination to two grades below the opening grade as to insure at least three(3) candidates are eligible to take the said examination.

## ARTICLE 12 PERSONNEL FILE

12.1 Each employee shall be allowed to check his personnel file semi-annually at a time mutually agreeable to the Police Chief or designee and the requesting employee.

**ARTICLE 13  
COPIES OF THE LAW**

13.1 The City will provide the pertinent texts necessary to the Department's efficient execution of its assigned duties.

**ARTICLE 14  
EMPLOYER - EMPLOYEE MEETINGS**

**14.1 Negotiating Committee**

The City will hold a quarterly conference with the Mayor, Chief, and the negotiating committee of the Union regarding problems and policy of mutual concern.

One week prior to the conference, there shall be a mutual exchange of agenda. Matters which were not included in the agenda, may only be raised at the conference if agreed by both parties.

**14.2 Uniform and Equipment Committee**

A Uniform and Equipment Committee will continue to review, from time to time, schedules on required uniforms and equipment and problems relating thereto and to make recommendations regarding the same to the Mayor and the Chief of Police. The said committee shall be a standing committee of one (1) employee designated by Union and an equal number of members designated by the Chief of Police or Mayor. Meetings may be called at the request of either party.

**14.3 Rules and Regulations Committee**

At least three (3) days in advance of a scheduled meeting of the Rules and Regulations Committee, two (2) members of the Union shall be invited to attend. In addition, the Chief shall receive three (3) days notice of such meeting and the names of the union delegates who will attend.

**ARTICLE 15  
TRAVEL ALLOWANCE**

15.1 The City will reimburse employees who must use their vehicles for travel away from the City on City business (schools, training, etc.) at the Internal Revenue Service allowance, which shall in no event be less than 24 cents per mile. Any increases in the IRS rate, shall be effective on January 1 for the following year (prospectively).

**ARTICLE 16  
MEAL ALLOWANCE**

**16.1 Duty Within City**

If an employee is on duty during a meal period and cannot get home, the City will endeavor to

provide such employee with a hot meal, the cost of such hot meal not to exceed six dollars (\$6.00). 'On duty' for purposes of this paragraph shall mean those hours worked during a shift holdover of at least three hours and/or emergency as declared by the Mayor and/or the Chief of Police. The City will also pay an employee for his lunch period, if any reason the employee, because of his duties, shall be unable to leave for lunch.

**16.2 Duty Outside City**

With the prior approval of the Police Chief, reimbursement for meals shall be allowed for an employee on official business, attending authorized conferences, meetings or schools, outside the City limits.

**16.3 Meal Allowance**

Reimbursement shall be allowed for meals. Reimbursement for meals shall not exceed a cumulative total of thirty-five dollars (\$35.00) a day for a full day's allowance. Partial per day expenses will be reimbursed as follows:

a)	Breakfast	\$5.00	(12-8 or 11-7 shift)
b)	Lunch	\$10.00	(8-4 or 7-3 shift)
c)	Dinner	\$20.00	(4-12 or 3-11 shift)

In those situations where meals are included in the conference/seminar/school, meeting cost, and these costs are in excess of the established reimbursement rates, the higher rate shall be approved upon authorization of the Police Chief.

**16.4 Petty Cash Fund**

The City shall establish a petty cash fund for use by an employee who is required for purposes of Section 16.2 to serve duty outside the City.

Any use of petty cash monies (except for meal allowance monies granted pursuant to Section 16.3) must be verified by a receipt submitted to the City upon return to duty.

**ARTICLE 17  
UNIFORMS AND EQUIPMENT**

**17.1 Clothing Allowance**

Each employee will receive in the second week in January each year a clothing allowance for the maintenance of his or her uniform as follows:

January 1, 1990	\$525.00
January 1, 1991	\$550.00

If an employee leaves the service of the City, any amount spent by him for clothing within fifteen (15) days of the termination date shall be reimbursed by him to the City.

**17.2 Repair and Replacement**

If in the judgment of the Chief of Police or the Mayor or his designee, an employee's uniform and equipment is damaged or destroyed in the line of duty during his assigned tour, the City shall repair or replace the uniform and equipment.

**ARTICLE 18  
PHYSICAL EXAMINATION**

18.1 Each employee must have an annual physical examination from a licensed physician of their choice with the cost to be borne by the City. A copy of the physician's report shall be sent to the Chief of Police and shall be made a part of the personnel file of each employee.

**ARTICLE 19  
EDUCATIONAL BENEFITS**

**19.1 Police Science Courses**

A police officer who attends an optional job-related course at an accredited college, with prior approval of the Chief of Police, will, upon successful completion and presentation of evidence of such successful completion, be reimbursed by the City for the cost of tuition up to a maximum of \$400.00 per course, plus books, provided that the books are returned to the City, for a maximum of two (2) courses per year.

In order to successfully complete a course, a graduate student must attain a grade B or above, and an undergraduate must attain a grade C or above.

The Chief's prior approval shall only pertain to the job-relatedness of the course.

### 19.2 Number of Courses

The City will allow a captain to enroll in an unlimited number of police science courses per year, so long as the hours of these courses in no way conflict with the hours of work of a captain.

### 19.3 Completion of Courses

Upon completion of the courses, the textbooks purchased by the City shall be given to the Police Department and retained for general use of the department personnel on appropriate shelves in police headquarters.

### 19.4 Educational Leave of Absence

An education leave of absence without pay, not to exceed one year may be granted to a permanent full-time employee to complete education studies in a job-related field. An employee must have completed a minimum of two full years of service with the City prior to becoming eligible for an educational leave. Approval by the employer, if granted such leave, shall be obligated to continue service with the City a minimum of one full year.

## ARTICLE 20 PERSONAL DAYS LEAVE

20.1 Each employee will receive up to three (3) days personal leave to take care of family affairs with notice submitted to the Chief of Police or his designee at least forty-eight (48) hours in advance. Said notice must be in writing and state the specific reason why this leave is requested. Said leave will not be charged against said members' vacation or sick leave time; although these days cannot be accumulated if not used in any one year, they may be converted to sick leave at the end of each year.

## ARTICLE 21 SICK LEAVE AND BEREAVEMENT LEAVE

### 21.1 Sick Leave

Absence from duty by an employee by reason of sickness or disability of himself, or disability of a member of his immediate family shall be allowed without loss of compensation. For purposes of this section "immediate family" shall be defined to include the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law only.

### 21.2 Bereavement Leave

In the event of the death of the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, step-children, step-parents, step-brother or step-sister, an employee shall be entitled to a maximum of 4 days of bereavement leave.



### 21.3 Rate of Accumulation

Sick leave shall be granted by the Chief of Police or the Appointing Authority, and an employee shall be entitled to absence from duty so granted for a period not to exceed one (1) day per month. Such one day per month sick leave shall be allowed to accumulate to any total; however, if an employee has accumulated in excess of 165 days, he will only be paid for a total accumulation of 165 days upon his death or retirement. In the event that the accumulated leave is not used until the 165 days total is reached, then this shall remain to the employee's credit until some part of same is used, but shall not be increased beyond the 165 days, for the purpose of retirement.

The practice of "burning sick leave" without medical documentation prior to retirement will be discontinued (see PERB Case No. A97-122, decided February 18, 1998). This language does not negate Article 21.8.

### 21.4 Unused Sick Leave

Any sick leave not used by the employee shall, upon his death, be paid to his estate, at the pay scale at the time of his death. Upon retirement accumulated sick leave will be paid at the employee's regular rate in a lump sum in his retirement year, except as specified in Section 28.2.

### 21.5 Additional Sick Leave

Where an employee because of unusual sickness or disability is required to remain away from his employment beyond the sick leave allowance, the Chief of Police or Appointing Authority may petition the Common Council for additional sick leave with pay.

### 21.6 Disability

Where an employee received compensation under the Worker's Compensation Law, because of disability, he shall elect in writing to the Chief of Police whether he prefers to have sick leave pay, or receive compensation.

### 21.7 Accumulation Upon Initial Appointment

New employees will have 12 days advanced to him/her at time of appointment. After one year on the job, they will accumulate sick leave credit as specified in Section 21.3 at one (1) day per month of service.

### 21.8 Verification of Sick Leave

A. The Appointing Authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

B. In case of leave of absence due to exposure of contagious disease, a certificate from the Department of Health shall be required.

C. The Appointing Authority may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the agency, by a physician designated by the City, such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

#### 21.9 Notification

An employee on leave (Workers' Compensation, General Municipal Law Section 207-c, disability, etc.) who leaves the State, shall be required to notify the officer in charge that he/she is leaving the State. Approval shall not be necessary.

#### 21.10 207-c Arbitration

Effective January 1, 1999, the parties shall amend the existing 207-c procedure applicable to Oswego police, to provide that any appeal from an adverse determination shall be heard and decided by an impartial arbitrator, appointed by mutual agreement by the parties. In the event that the parties are unable to agree, the rules of PERB shall apply. The arbitrator shall conduct an arbitration hearing, and shall issue a final and binding decision. The fees and expenses of the arbitrator shall be divided equally between the parties.

### ARTICLE 22 NEW YORK STATE RETIREMENT

#### 22.1 Retirement Cost Paid in Full

The City will pay in full an employee's cost in the New York State Police and Fireman's Retirement System under the current and existing plans of which they are a member. The City agrees to add 384-D to the current plans available to employees in the unit.

#### 22.2 Administrative Steps

The City will take the required and necessary administrative steps to participate in the following official retirement plan features as they may be available: (a) Credit of unused sick time toward retirement time; (b) Retirement based on earnings of highest 12 consecutive months of employment; and (c) 'Purchase' of military service time toward retirement.

ARTICLE 23  
MEDICAL, HOSPITAL AND RELATED BENEFITS

23.1 Medical Insurance

The City agrees to provide health insurance coverage on the Blue Cross Blue Shield plan UB17X. The health benefits shall include a prescription drug card, optical insurance and a dental plan endorsement through Blue Medallion. The cost of the health insurance shall be as follows: The City shall pay the full cost of the health insurance benefits for each employee. Employees in the bargaining unit selecting a family plan shall contribute a percentage of the difference between family health, dental and optical and individual health, dental and optical as follows:

Effective January 1, 1995, employees shall contribute 7 1/2%

Effective January 15, 1996, employees shall contribute 15%

Effective January 1, 1999, employees shall contribute 17%

The parties agree that the City may change health insurance plans, including self insurance, to an equivalent plan, upon thirty (30) days notice to the Union.

23.2 Medical Insurance Upon Retirement

The City will pay one hundred percent (100%) of the cost of Blue Cross/Blue Shield with Major Medical for all retiring members with at least twenty (20) years of service and their dependents as long as the member or the member's spouse is alive.

Effective January 15, 1996, those employees who have fifteen (15) or more years of service on January 15, 1996, and retire with less than twenty-five (25) years of service, and those employees who retire as a result of a line of duty injury or sickness, shall not be required to contribute to their health insurance upon retirement.

Except as provided above, any employee who retires on or after January 15, 1996, with at least twenty (20) years of service, but less than twenty-five (25) years of service, shall contribute 15% of the cost of Blue Cross/Blue Shield with Major Medical health insurance for themselves and their dependents, as long as the employee or the employee's spouse is alive. Any employee who retires with at least twenty-five (25) years of service, shall have his/her health insurance fully paid by the City, with no contribution by the employee.

This modification will not affect captains currently (as of November 17, 1998) in the Unit.

### **23.3 Medical Insurance Reimbursement**

The City of Oswego will reimburse an employee of the C.O.P.S. fifty (50%) percent of the yearly premium provided the employee is able to provide proof that they have adequate Health and Accident Insurance coverage.

## **ARTICLE 24 DEATH BENEFIT**

24.1 Service connected death benefits shall be provided 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, C882 and amended by L. 1964, C742.

## **ARTICLE 25 VACATION**

### **25.1 Schedule**

An employee shall be entitled to vacation leave with pay according to the following schedule:

Upon completion of 1st year of service  
10 working days (2 weeks);

Upon completion of 2 years of service,  
15 working days (3 weeks);

Upon completion of 5 years of service,  
20 working days (4 weeks);

In the retirement year,  
30 working days only.

### **25.2 Scheduling**

(A) The vacation period shall be the calendar year, from the first day of January to the 31st day of December.

(B) The Chief of Police shall schedule vacations, giving preference to employee choice according to seniority, where practicable and where consistent with continued efficient operations.

(C) Vacation time must be used in the year that it is earned and at the rate of the job at which vacation accrued.

**25.3 Accumulated Vacation Upon Retirement**

An employee who is entitled to vacation leave at the time of retirement shall have the choice of taking the time off or receiving a lump sum payment for said accumulated vacation time, except as otherwise provided in Section 28,2. If an employee elects to receive a lump sum payment, and if found legal to do so, that lump sum payment shall be credited to the final average salary of the employee and shall be paid to the employee within two weeks from the date of retirement.

**25.4 Court Appearances During Vacation**

If an employee on vacation is required by law to appear in court or at hearings, he shall receive compensatory time for any vacation day lost.

**ARTICLE 26  
LEGAL HOLIDAYS**

**26.1 Holiday Benefits**

Employees will be entitled to holiday benefits applicable to state, federal and local laws, governing police department holidays.

**26.2 Scheduled for Work on Holiday**

If scheduled for work, employees must work a full day before and a full day after in order to receive holiday pay. In the event of extenuating circumstances and with the prior approval of the Chief of Police, or his designee, this provision shall be waived.

**26.3 Paid Holidays**

Each employee shall be granted the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

\*\*Christmas Eve (for employees who work the 3:00 p.m. to 11:00 p.m. shift only, with no T.O.H.).

#### **26.4 Rate of Pay for Holidays Worked**

An employee who works on a holiday specified in Section 26.3 shall be paid a rate of one and one half (1 ½) times his regular rate of pay for that day, and will thereafter be given a compensatory day off also (except those employees who work the 3:00 p.m. to 11:00 p.m. shift on Christmas Eve who shall not receive a compensatory day). An employee who is not scheduled to work on any one of the above holidays shall receive a compensatory day off only. For the purpose of receiving holiday pay, employees who work 11:00 p.m. to 7:00 a.m. shift prior to the holiday shall receive the holiday pay, while those employees who start work at 11:00 p.m. on the day of the holiday shall not receive holiday pay.

#### **26.5 Reimbursement for Compensatory Days**

As of June 1 each year, the employee must notify the chief of police in writing whether he/she elects to sell back any or all of the compensatory days earned for holidays worked. Employees choosing to sell back these days will receive a separate check the first pay period in December at straight time.

### **ARTICLE 27 EXTRA DUTY COMPENSATION**

**27.1** An employee who is required to work extra duty on his time off or while on vacation for special events or court, jury, motor vehicle hearings or trials, will receive compensation at a rate of pay one and one-half (1 ½) times his regular rate of pay. The minimum amount to be received for such extra duty will be four (4) hours. A minimum of two (2) hours pay shall be made to employees held over after completing their regular tour, or when placed on alert standby duty.

For the purposes of attendance at Court and hearings, there shall be only one guaranteed four hour call-back in a four hour period. (For example, an employee who is called to Court at noon, released and called back at 2:00 p.m., shall be entitled to only one four hour call-back).

**ARTICLE 28  
EXTRA COMPENSATION AND EXPENSE REIMBURSEMENT**

**28.1 Termination**

Upon termination, an employee shall be paid for all earned but deferred benefits such as wages, overtime pay, holidays, special days pay and unused vacation time.

**28.2 Retirement or Death Option**

If found to be legal, the City will provide effective April 1, 1977, a retiring employee, or their designated beneficiary(s) in the event of death, with an option of receiving all pay due for sick leave, vacations and overtime in a lump sum upon retirement or have that sum due paid over a two or three year period.

**28.3 Time of Payment**

Every reasonable effort shall be made by the City to pay extra compensation and expense reimbursement to employees by the pay period following the service rendered.

**28.4 Pay Periods**

Letter of Intent, the City of Oswego shall attach to the contract a letter of intent that states when 53 pay periods occur during a given calendar year, the City agrees to pay 53 pay periods.

**ARTICLE 29  
DIRECT COMPENSATION**

**29.1 Salary Schedule**

Effective January 1, 2000, the salary of each employee shall be determined in accordance with the provisions of Appendix A attached hereto.

**29.2 Rank Differential**

The rank differential for detectives, sergeants, lieutenants and captains is as set forth in the salary schedules. Effective January 1, 1998, the rank differential for captain will increase by \$500.00; effective January 1, 1999, the rank differential for captain will increase by \$250.00.

### **29.3 Compensatory Time**

Captains may accrue compensatory time, up to a maximum of sixty (60) hours, at the employee's discretion, in lieu of overtime pay. Once the compensatory time has been approved by the Chief, it may not be rescinded. All compensatory time must be rescheduled by November 1st and used by the last day of November each year. No compensatory time may be earned during the month of December each year. Unused compensatory time shall be paid at the approximate wage rate on or about the first pay period in December each year.

## **ARTICLE 30 NOTIFICATION OF CITY LEGISLATION**

30.1 The City will notify Union of any City legislation introduced prior to its proposal if such legislation may affect working conditions or benefits of the Department.

## **ARTICLE 31 CONCLUSION OF COLLECTIVE NEGOTIATIONS**

31.1 This Agreement is the entire Agreement between the City and Union, terminates all prior Agreements and concludes all collective negotiations during its term, except that the parties may, by mutual agreement reduced to writing, modify, delete or in any other way add to the provisions of this Agreement during its term. During the term of this Agreement, however, neither party will unilaterally seek to modify its terms through legislation.

## **ARTICLE 32 SAVING CLAUSE**

32.1 In the event that any article, section portion of this agreement is found to be in conflict with applicable law or regulation, then such specific article, section or portion shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. In such an event, either party shall have the right to immediately reopen negotiations with respect to the article, section or portion of this Agreement involved.

## **ARTICLE 33 MANAGEMENT RIGHTS**

33.1 It is recognized that the management of the department, the control of its property and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to the right to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, according



to rules and regulations of Civil Service, to determine the amount of overtime to be worked, decide the number and locale of its facilities, stations, etc., determine the work to be performed within the Department, within the job to be performed within the Department, within the job titles, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of works, together with the selection, procurement, design, engineering and the control of equipment and materials, purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

#### **ARTICLE 34**

##### **34.1 Drug Testing**

A member of the bargaining unit may be required to submit to a drug test based upon individualized reasonable suspicion.

#### **ARTICLE 35 PROMOTION EXAMS**

**35.1** Seniority credit for civil service promotional examinations shall be 2/10 of a point for each year of service.

#### **ARTICLE 36 LEGISLATIVE ACTION**

**36.1** It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

#### **ARTICLE 37 COPIES OF THE AGREEMENT**

**37.1** Within three (3) weeks after the execution of this Agreement, the City shall print the said agreement in sufficient numbers for distribution to all employees.

#### **ARTICLE 38 DURATION**

**38.1** This Agreement shall be retroactive from January 1, 2000 through December 31, 2000, and from year to year thereafter unless either party to this Agreement notifies the other party at

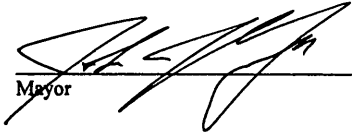
least 60 days prior to the expiration date hereof, of any annual renewal thereof, of their intention to amend or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on October 18, 2000.

**THE CITY OF OSWEGO, NEW YORK**

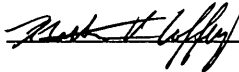
By: \_\_\_\_\_

Mayor



**OSWEGO CAPTAINS OF POLICE**

By: \_\_\_\_\_



LETTER OF INTENT

Effective January 1, 1988, the employees of the LCPC will go to the present 5 - 2, 5 - 2, 5 - 3 schedule. The employees will come in 15 minutes early for briefing and will hold over 15 minutes, if necessary, said necessary determined by the Officer in Charge, for briefing and report writing.

Dated:

OSWEGO CAPTAINS OF POLICE

---

CITY OF OSWEGO

---

APPENDIX A  
SALARY SCHEDULE

PROVIDED BY THE CITY - SEE ATTACHED

C.O.P.S. Salary Schedules

January - December 1999		BASE	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	10 YRS	15 YRS	17 YRS	20 YRS	23 YRS
Captain		\$49,393						\$50,522	\$51,844	\$52,691	\$53,815	\$54,732
January - December 2000		BASE	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	10 YRS	15 YRS	17 YRS	20 YRS	23 YRS
Captain		\$50,381						\$51,532	\$52,877	\$53,745	\$54,881	\$55,827

LETTER OF INTENT

Pay Periods:

When fifty three (53) pay periods occur during a given calendar year, the City agrees to pay fifty three (53) pay periods. In the case of Premium pay, (Holiday-Overtime Pay), the formula used to determine the hourly rate of pay shall be fifty two (52) weeks divided by forty (40) hours for the proper hourly rate.

Dated:

THE CITY OF OSWEGO, NEW YORK

---

OSWEGO CAPTAINS OF POLICE

---