COLLECTIVE BARGAINING AGREEMENT

CITY OF OGDENSBURG

and

UNITED PUBLIC SERVICE EMPLOYEES UNION
(POLICE BENEVOLENT ASSOCIATION OF OGDENSBURG, NEW YORK, INC.)
January 1, 2014 to December 31, 2016

TABLE OF CONTENTS

ARTICLE I
APPLICABLE LAW ..... Page 1

ARTICLE II
RECOGNITION ..... Page 1

ARTICLE III
TERMS OF AGREEMENT ..... Page 1

ARTICLE IV
DUES CHECK OFF ..... Page 1

ARTICLE V
MANAGEMENT RIGHTS ..... Page 2

ARTICLE VI
POLICE BENEVOLENT ASSOCIATION ORGANIZATION RIGHTS ... Page 2

ARTICLE VII
SALARY ..... Page 3

ARTICLE VIII
RETIREMENT ..... Page 4

ARTICLE IX
OVERTIME AND RELATED MATTERS ..... Page 4

ARTICLE X
VACATION ..... Page 6

ARTICLE XI
PERSONAL LEAVE ..... Page 7

ARTICLE XII
HOLIDAYS ..... Page 8

ARTICLE XIII
SICK LEAVE ..... Page 8

ARTICLE XIV
HEALTH INSURANCE ..... Page 13

ARTICLE XV
UNIFORMS & EQUIPMENT ..... Page 13

ARTICLE XVI
MEMBERS RIGHTS ..... Page 14

ARTICLE XVII
PAID LEAVE TO ATTEND FUNERAL ..... Page 16

ARTICLE XVIII
GRIEVANCE PROCEDURE ..... Page 17

ARTICLE XIX
NO STRIKE PROVISION ..... Page 19

ARTICLE XX
MAINTENANCE OF CONDITIONS ..... Page 20

ARTICLE XXI
GENERAL PROVISIONS ..... Page 20

ARTICLE XXII
CONCLUSION OF COLLECTIVE NEGOTIATIONS ..... Page 20

ARTICLE XXIII
DURATION OF AGREEMENT ..... Page 20

ARTICLE XXIV
WORKING CONDITIONS ..... Page 21

ARTICLE XXV
MANDATING LANGUAGE OF SECTION 204-A TAYLOR LAW ..... Page 21

ARTICLE XXVI
LABOR MANAGEMENT COMMITTEE ..... Page 21

ARTICLE XXVII
RECOVERY OF TRAINING COSTS ..... Page 21

ARTICLE XXVIII
LATERAL TRANSFER ..... Page 22

ARTICLE XXIX
JURY DUTY ..... Page 22

ARTICLE XXX
EMPLOYEE EVALUATIONS ..... Page 23

SCHEDULE A
PBA SALARIES 2014-2016 ..... Page 25

SCHEDULE B
HOLIDAYS TO BE OBSERVED ..... Page 26

SCHEDULE C
LONGEVITY SCHEDULE ..... Page 27
AGREEMENT TO NEGOTIATE AIRPORT STAFFING POLICY ..... Page 28

This agreement made as of this 15th day of April, 2014 by and between the City of Ogdensburg, New York, hereinafter referred to as the "City", and the Police Benevolent Association of Ogdensburg, New York, Inc., hereinafter referred to as the "Association" or "Employee".

ARTICLE I
APPLICABLE LAW

The law governing this contract shall be the Public Employees' 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 the 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 Association as the exclusive representative and agent for all permanent full-time Police Patrolmen of the City of Ogdensburg New York Police Department. It being mutually understood that such recognition excludes part-time, seasonal, auxiliary, supervisory personnel, temporary, civilian dispatchers, and non-uniform (clerical) employees.

ARTICLE III
TERMS OF AGREEMENT

The term of this Agreement shall be from January 1, 2014 to December 31, 2016.

ARTICLE IV
DUES CHECK OFF

The employer shall deduct from the wages of policemen and remit to the Ogdensburg Police Benevolent Association, Inc., regular membership dues for those employees who signed authorization permitting such payroll deductions. The PBA having been recognized as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall be entitled to have deductions made from the salary of employees of said bargaining unit who are not members of the PBA. The fiscal officer making such deduction shall transmit these amounts to the PBA. The Association shall indemnify and save the City harmless against any and all claims, demands, suits or other liability that may arise by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this clause (dues deduction).

ARTICLE V
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, to discipline, suspend, discharge for cause, or lay off employees, require employees to observe City and departmental rules and regulations, to decide the services to be provided the public, type and location of work, assignments, the number of employees assigned to a particular job, schedule of work, work standards, and the method, processes and procedures by which such work is to be performed. It is agreed that these enumeration's of management prerogatives shall not be deemed to exclude other prerogatives not enumerated and except as specifically abridged, delegated, modified or granted by this agreement, all the rights, powers, and authority the City had prior to the signing of the agreement are retained by the City and remain exclusively and without limitation within the rights of the City.

ARTICLE VI
POLICE BENEVOLENT ASSOCIATION ORGANIZATIONAL RIGHTS

Section 1 The City of Ogdensburg recognizes the right of the policemen to designate representatives of the Ogdensburg Police Benevolent Association, Inc. to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this contract and to visit policemen during working hours. Such police representatives shall also be permitted to appear at public hearings before the Council upon request of the policemen.

Section 2 Police Benevolent Association shall also have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer, subject to approval of the contents of such notices and communications by the City Manager, his designee or such other authorized official. The officers and agents of the PBA shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

Section 3 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 employer and the policemen and the uninterrupted operation of government. The City shall continue to pay employees during said time, not to exceed 16 hours per month.

Section 4 Up to two (2) employees who are designated to represent the police officers shall have the right to attend statewide conventions and meetings of the Police Conference of New York, Inc., in the pursuance to their obligations as officers or delegates of the bargaining unit herein, up to ten (10) working days per year for the bargaining unit. Employees shall not lose any pay or additional privileges and shall receive present salary during these times.

ARTICLE VII
SALARY

Section 1 The City will implement the salary schedule attached (Schedule A) covering all bargaining unit employees for the duration of this Agreement effective January 1, 2014.

Section 2 Upon completion of six (6) years of service, unit members shall receive a $300.00 per year longevity payment, to be paid as outlines in Article VII, Section 4. During the first year of eligibility, however, payment shall be made in the pay period closet to anniversary date. In addition to the $300.00 per year longevity, members will receive $50.00 of longevity for each year of serv ice completed after eleven (11) years and until completion of twenty (20) years, at which time no additional $50.00 increments shall accrue. $50.00 increment eligibility to be determined by date of hire with members hired before July 1 being eligible that calendar year, and those hired after July 1 not being eligible. (See Schedule "C" - Longevity).

Section 3 Qualifying members with special assignments shall receive a yearly $400.00 stipend to be paid as outlined in Article VII, Section 4. Recognized special assignments are Bicycle Patrol, Arson Investigator, CVSA Operator, Haz-Mat Team, Field Training Officer, Dive Team, Range Instructor, and Armorer, and General Topics Instructor.

Section 4 Beginning January 1, 2013, the monetary amount that an officer receives for annual stipends, uniform allowance, and longevity shall be added to the officer's base salary at the beginning of each year for the purpose of computing an hourly wage, but will be deducted before the COLA is added to the base salary for the next year.

Section 5 Any time an Officer is OFF DUTY on a regular scheduled vacation and is directed to come to work for a situation wherein he/she cannot refuse, (police emergency/subpoena, etc.), he/she will be compensated as per Article IX, Section 4, and will additionally be granted their vacation day back. Said vacation day will be credited back to the employee's accrual and can be used in the same manner as vacation taken as block days as described in Article X, Section 5.

ARTICLE VIII
RETIREMENT

Section 1 The City agrees to continue the current 25 year ½ non-contributory retirement plan pursuant to Section 375-C and Section 384 of the New York State Retirement Law for the duration of the contract and in addition, agrees to make the 1/60th retirement plan retroactive to 1938 for members who optioned to not join the 25 year career plan.

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, Section 41-b transfer of service for another system. Section 43-g and other military service as provided in subdivision 4 Section 243 of Military Law.

Section 3 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.

ARTICLE IX
OVERTIME AND RELATED MATTERS

Section 1 Hours of Employment

The normal work schedule for employees shall be five (5) eight (8) 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 between shifts worked. Employees with two (2) or more years of experience with the Police Department may be allowed to switch unlimited scheduled shifts with another employee of the same job classification, with the approval of the Chief of Police or Patrol Lieutenant. It shall be the responsibility of the member seeking the shift swap to ensure that coverage is in place and properly approved for all shifts being exchanged.

Any approved leave taken during a work week, to include overtime, vacation, personal leave, sick leave, and bereavement leave, shall be counted as time worked, and no member may be penalized.

Section 2 Overtime

Any authorized work in excess of the basic work week or in excess of eight (8) hours in any 24 hour period shall be considered overtime. Accumulated overtime will be compensated at time and a half (1.5) the hourly rate of compensation or by compensatory time off calculated by multiplying the overtime hours worked by one and one half (1.5). The employee must indicate to the Chief prior to the close of the payroll period in which the overtime was earned whether the overtime is to be paid or compensated by time off. A police officer, while representing either the City or the City's Police Department outside the City will be reimbursed for all meals, lodging, mileage, or other travel expenses, mileage to be paid at the current Federal rate. The Police Officer will repay to the City whatever the above expenses are paid directly to him by the grand jury or other court.

Section 3 Equalization of Overtime

A roster of all departmental employees will be set up by rank. It is the intent that the opportunity for all employees within the bargaining unit to work call-in overtime will be equalized to the fullest extent possible. Effective with the execution of this agreement, employees on special duty assignments shall be excluded from said roster for purposes of overtime, and shall have a separate overtime roster established with the exception of "DARE" officer who is to be included on existing call in list. Also in the event no uniform patrolmen are available, special assignment personnel may be called.

Section 4 Reporting for Overtime & Emergency Work

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 when in order for the City to fulfill this responsibility certain work must be scheduled outside of the regularly scheduled shifts or workweeks the employee shall report for such work when notified by the employer unless excused for a good cause. Four (4) hours straight time pay or compensatory time off shall be granted as specified in Section 2 for off duty arrests and any time spent in court (City, County, State or Federal) or at any legal hearing to which an officer is summoned to appear in connection with the work of the Police Department during off duty hours.

Section 5 Call-In Pay

All employees covered by this agreement who are called in and report for duty outside of their regularly scheduled shifts shall be compensated for such time worked. However, minimum compensation for each such call in period shall be equivalent to four (4) hours straight time pay.

Section 6 Stand-by Pay

All employees covered by this agreement who are notified by an authorized person to stand by at his home residence or at another approved location shall be compensated at a rate equal to one (1) hour pay for two (2) hours actually on stand-by status.

Section 7 Out of Title Pay

When a Patrolman is assigned by a supervisor to serve as "officer in charge" of a shift, effective March 9, 1992, the hourly rate of any Patrolman assigned the out-of-title duty as "officer in charge" shall be increased by eight (8) percent for hours worked on such assignment and that this rate shall remain in effect during the life of the current agreement and beyond, unless changed by the parties in subsequent negotiations.

Additionally, any Patrolman assigned to the Investigation Unit as Detective, or as Juvenile Aid Officer, and who serves in this capacity for a continuous period of eighteen (18) months, shall then receive a yearly stipend of $900.00 beginning January 1, 2014. Such payment shall be paid to the employee during the first pay period of February of each year.

Section 8 Lump Sum Payment

In accordance with the appropriate State and Federal laws, any employee covered by this agreement may be paid his/her accrued overtime in a lump sum not to exceed one hundred sixty (160) hours per calendar year. Said employee must make written request to the City Comptroller, with copy to the Chief of Police, a minimum of thirty (30) days prior to the week that the check will be issued and the request must be approved by the Chief of Police. Such limit does not apply to employees separating from the service, who shall be paid for all accrued overtime. No employee shall be allowed to accrue more than four hundred eighty (480) hours of overtime.

Section 9 Court Appearance

Employees shall receive a minimum of four (4) hours straight time (in paid or compensation time) for subpoena to appear in court during normal time off unless the subpoena or appearance is cancelled at least twenty-four hours before the scheduled court appearance. Cancellation of any subpoena or appearance may be made orally or in writing by a supervisor, the officer in charge of the shift or the Chief of Police and his designee.

Section 10 Any overtime earned by an employee in any one block may be divided into Compensatory time and pay, whole hours only, at the request of that employee.

ARTICLE X
VACATION

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

a. after one (1) continuous year of employment - 10 days.

b. after five (5) continuous years of employment - 15 days.

c. after fifteen (15) 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 scheduled for patrolman only and by seniority. Seniority shall be determined from the date of permanent appointment as a police officer with the department. The seniority of police officers appointed on the same date shall be determined by Civil Service test scores: the police officer with the highest score shall be considered senior. All vacation and holidays must be picked by the senior man before the next man is able to pick. Vacation days must be taken within the year earned.

Section 3 The vacation schedule shall allow vacation to be picked on a weekly basis for each week of the year. A minimum of three persons may choose vacation for all periods except during the period of the annual meeting of the Police Conference of New York, Inc., during which a minimum of one person may choose vacation. Any additional periods above the minimum established herein shall be authorized only by the Chief of Police.

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

Section 5 Each employee shall delete three weeks of vacation time from selection as a block, and instead, have one hundred twenty (120) 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 only when the use of such time does not create the need to replace the employee through the use of overtime call in.

Section 6 If a Patrolman is promoted, retires, or leaves the Department prior to August 31 of any calendar year, that Patrolman's vacation selections shall become available to be re-selected in accordance with Section 2 of this Article.

Section 7 All members of the PBA will have the option of selling back one (1) 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.

Section 8 Effective with the execution of this agreement, employees on special duty assignments shall choose their vacations separately from the remainder of the bargaining unit.

Section 9 On an annual basis members of the PBA will have the option of transferring up to two (2) weeks of accrued but unused vacation time to be added to said member's individual sick leave. However, the total accumulated sick leave for any member shall not exceed 200 days as provided in Article XIII Section 3 of this Agreement.

ARTICLE XI
PERSONAL LEAVE

Section 1 All bargaining unit employees shall be entitled to five (5) personal leave days per year which cannot be accumulated.

Section 2 Leave requests must be submitted forty-eight (48) hours in advance of the leave period except that the requirements of this section may be modified or waived by the superior in case of unusual circumstances warranting such action.

Section 3 The City reserves the right to schedule leaves 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 the holiday must be submitted at least ten (10) days prior to the holiday, and such leave will be granted on the basis of seniority.

ARTICLE XII
HOLIDAYS

It is recognized that, historically, the City has granted fifteen (15) holidays yearly, three and one half (3 ½) 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 shall be in effect with respect to holidays. There shall be eleven (11) paid holidays for all employees, and an additional one half (½) day on Good Friday. For the purpose of separation pay, the payment will be based upon the eleven and one half (11 ½) 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 uniform and non-uniform assignment, with the senior man signing for all his vacation and holiday time before the next man signs.

ARTICLE XIII
SICK LEAVE

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

Section 2 Sick leave shall accrue at the rate of one and one fourth (1 ¼) 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 illness an employee may contract or any exposure to contagious disease he may experience in which the health of others would be endangered by his attendance at duty. Certificate of inability to work by reason of illness from a licensed doctor of medicine or Osteopathy, or such other evidence of illness and inability to work as the City Manager may deem necessary may be required as evidence of the 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 a 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 consecutive day of illness.

Section 5 Absence Report - when an employee is not able to report for work because of illness or injury, he shall report that fact, or cause it to be reported to his supervisor, division office, or other designated person by telephone or other means within one (1) 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 (2) hours before the start of the regular starting time of his work shift.

Section 6 Illness at work - when an employee becomes ill while at work, and does not feel able to complete his workday, he shall report that fact to his immediate supervisor.

Section 7 Supplemental absence reports - when an absence due to illness continues for period in excess of one (1) week, the employee or 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 compensation for time allegedly lost due to illness or contagious disease contact shall be determined by the department head, based upon competent medical opinion, and his decision shall be final subject to the grievance procedure.

Section 9 An employee, who is taken ill while absent on authorized annual leave, may report the circumstances by telephone or wire, and upon presenting a doctor's certificate, may be allowed to charge to sick leave time lost by reason of illness while on vacation.

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

Section 11 Anticipated sick leave - 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 dependent 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.

Upon retirement, an employee may place all of his/her accumulated but unused sick time in a credit account with and managed by the City, specific to that employee, for the purpose of having the payout value of accumulated sick time help reduce the retirees cash contribution to the cost of his/her health insurance coverage provided under this Agreement. If the employee elects to fund the credit account, he/she must do so with 100% of his/her accumulated but unused sick time, partial funding is prohibited. The dollar value of unused sick leave will be at 100 percent cash value at time of separation. Once the credit account is funded by the retired employee, and during the month of January of each year, the retired employee may elect to have either 50% or 100% of the credited sick time applied toward the retired employees cost of his/her health insurance premium. In the event that the employee elects to have 50% of the sick time apply, the retired employee shall pay the remaining balance of his/her contribution towards the annual premium for that year.

Section 13 Incentive Sick Leave

a. The City will make cash payments annually for unused sick leave according to the following schedule:

Sick Days Taken	Bonus Hours
0	24
1	20
2	16
3	8
4	0

b. Cash payments will be made according to an equivalent hourly rate determined by dividing the annual base salary by 2080 hours. Payments will be made on or about December 15 each year.

c. Benefits under this program are based on attendance from December 1st each year through November 30th the following year. The bonuses will be awarded to eligible employees who are on the payroll on November 30th and who are continuously employed by the City for the year immediately preceding that date.

d. The intent of this program is to reward individuals who have outstanding attendance records. Each unpaid absence, not previously approved to a scheduled workday will be considered as a sick day taken for purpose of computing this benefit.

e. The City will make an additional one-time cash payment to employees upon separation in good standing after completion of ten or more years of service as a police officer. Such cash payment shall be equal to one half (½) of the employee's accumulated sick leave remaining at the time of retirement. In the event that the employee elects to fund the sick time credit account in Section 12 of this Article [XIII], no such cash payment will be made to the employee.

Section 14 Employees who are absent from work shall continue to accrue sick leave credits during the first six (6) months of absence. Accrual of additional sick leave credits shall cease after six (6) months of absence.

Section 15 When an employee is on sick leave, he/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 up to ten (10) of their annual sick days for illness in their immediate family (spouse, children, step children, grandchildren and parents). Employees co-habitating for a continuous period of not less than twelve (12) months may also use up to ten (10) of their annual sick days for illness of their significant other, and children residing in the household.

Section 17 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, number of young children in household, 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.

5. Medical documentation, absent unusual circumstances, must be provided within seven (7) days of a return to work.

ARTICLE XIV
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. Effective January 1, 2014 major medical deductibles are increased to $300 per individual and to $500 per family.

Section 2 Prescription Plan: The prescription plan effective January1, 2010 will work as follows: The employee will pay $5 generic/$20 preferred/$35 non-preferred brand; with a mandatory mail order program for maintenance drugs only which shall cost the employee $10 generic/$40 preferred/$55 non-preferred brand per 90 day supply.

Section 3 For employees hired prior to January 1, 2009, each employee shall contribute $15.00, per pay period, to be applied to the cost of the health insurance premium paid by the City.

For employees hired after January 1, 2009, each employee shall contribute, per pay period, a sum of money equal to 20% of the total cost of the yearly premium (divided by the number of pay periods in that given year), paid by the City for said employees health insurance, based on employees selected plan, i.e. single, spouse or family.

Section 4

A. The City will pay 100% of the cost of health insurance for retired employees together with 35% of the cost for health insurance for any dependents of a retired employee plus reimburse retired and present PBA employees as of January 1, 1979. New employees after January 1, 1979 will be responsible for paying their own Medicare premiums.

B. For employees hired prior to January 1, 2009 and retiring after January 1, 2010 the City will pay 100% of the cost of health insurance for retired employees along with 100% of the cost for health insurance for any spouse, and/or any dependents of the retired employee.

C. The City will not initiate union negotiations that would diminish existing health insurance benefits for retirees hired prior to January 1, 2009, and retiring after January 1, 2010.

D. For retired employees hired after January 1, 2009, the City will pay 50% of the premium cost of the health insurance for the employee, spouse and any dependents.

ARTICLE XV
UNIFORMS & EQUIPMENT

Seciton1 The City shall retain the right to prescribe the uniform to be worn and the equipment to be used by the Police Department personnel. The City will furnish the following articles of uniform and equipment, if such is required in the performance of their duties:

1. Winter Coat
2. Spring/Fall Coat
3. Uniform Orange Raincoat
4. Uniform Regulation Cap - Summer/Winter Type
5. Black Leather or Wool Winter Type Hat
6. One Cap Insignia Device
7. Two Insignia Shields
8. One Sidehandle Baton
9. One Collapsible Straight Baton
10. One VTL, PL, CPL
11. One Riot Helmet
12. One Can OC Spray
13. One Departmental Identification Card
14. One Departmental Issue Handgun
15. One Full Set Basic Leather (Upon Hire Only)

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

Section 2 Beginning January 1, 2014 all items in Article XV, Section 1, excluding leather gear (#15) will be replaced by the City at the discretion of the Chief of Police if item is determined to be worn out. All items in Section 1 including leather gear will be replaced if damaged, stolen, or destroyed in the performance of duty at the discretion of the Chief of Police.

Section 3 In addition, the City shall establish a uniform allowance of $1,000 to be paid once annually during the pay period closest to February 1 for each member to be used for purchase and maintenance of uniform items listed below:

1. Regulation police trousers
2. Regulation police shirts
3. Regulation police ties
4. Black shoes - 2 pairs per year limit
5. Dry cleaning of articles of police uniform
6. Gloves
7. Sam Brown Belt, cuff case, leather cartridge holder and holster

ARTICLE XVI
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 involves 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 manners 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 of 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 PBA. Such attorney and/or PBA 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 stenographer or both. Upon request of the number, 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 Court's "Miranda" decision.

k. No member shall be ordered to take or be 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 PBA 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.

ARTICLE XVII
PAID LEAVE TO ATTEND FUNERAL

If a death occurs among members of an employee's family, the employee will be excused from work to attend the funeral and 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 days.

The phrase immediate family for purposes of this section shall mean husband, wife, child, step children, grandchildren, father, mother, sister, brother, father-in-law, mother-in-law, grandparents.

An employee who wishes to attend a funeral for anyone outside of his immediate family will be excused from work without loss of pay for one half (½) day with the permission of the Chief.

In either case, time taken beyond the specified time will be charged against the employee's vacation time.

ARTICLE XVIII
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 PBA.

d. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement or of any laws, rules, procedures, regulations, administration order or work rules of the employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervisor 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 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 PBA.

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

b. Rights 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 grievance.

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

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

c. Mutual Rights

In the event of the un-excused 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 period of time, the grievance may be appealed to the next step in a timely manner, except at step three, the grievance shall be deemed to be upheld and in all respects final and binding upon the parties.

Section 4 Presentation

Step One

1. An employee(s) or the PBA who claims to have a grievance shall present this grievance to his supervisor orally or in writing within thirty (30) calendar days from when that employee or the PBA becomes aware of its occurrence.

2. The immediate supervisor shall meet with the parties to resolve the grievance within three (3) days. After the request for the meeting he shall render a decision in writing within two (2) days thereafter, a copy of which is 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 (10) days request a review by the department head. Such request is to be in writing with a copy to the immediate supervisor. The department head shall convene a hearing within five (5) days after receipt of the request for said hearing. The department head shall render a decision in writing, within five (5) days after the hearing, with copies to the aggrieved party and his representative.

Step Three

The aggrieved party, if not satisfied with the decision at Step Two, may within five (5) days request in writing a hearing before the City Manager. The requested hearing shall be held within five (5) days after it is received and a decision shall be made within five (5) days thereafter, with copies of the decision to the aggrieved party and his representative.

Step Four

The aggrieved party with the approval of the PBA 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 arbitration shall be borne equally by the parties.

The arbitrator shall hold a hearing within twenty (20) days after he has been selected and shall render a decision within twenty (20) days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from or change any 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, hearings, shall be conducted during the normal workday.

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

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

4. Minutes shall be taken at all grievance steps, above step two. Copies of said minutes shall be furnished to the parties. Cost of such minutes shall be borne equally by the parties.

ARTICLE XIX
NO STRIKE PROVISION

The Ogdensburg Police Benevolent Association, Inc. affirms that it will not engage in a strike nor shall it cause, condone, encourage or instigate a strike against the City of Ogdensburg, New York, nor will it assist or participate in any strike; nor shall it impose upon its members any obligation, to assist, conduct, or participate in such strike, as is also provided in Section 210 of the Civil Service Law.

ARTICLE XX
MAINTENANCE OF CONDITIONS

It is mutually agreed that existing rules, regulations, and procedures, rights, privileges, or benefits affecting the Police Department and its members shall remain in force throughout the duration of this agreement subject to the establishment procedures for changing or modified or controlled by the provisions of this agreement. All other rights, privileges, or benefits already accorded to the policemen of the City of Ogdensburg shall not be rescinded as a result of this agreement.

ARTICLE XXI
GENERAL PROVISIONS

If any article of this agreement or any addition thereto should 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 or any addition thereto 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 XXII
CONCLUSION OF COLLECTIVE NEGOTIATIONS

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 XXIII
DURATION OF AGREEMENT

Section 1 This agreement shall remain in force and effect until 11:59 pm, December 31, 2016, and thereafter until amended or modified as provided herein. Either party hereto may, on or after November 30, 2015, serve notice in writing upon the other party of its desire to amend or terminate this agreement, effective January 1, 2016. In such event, the parties and/or their representatives shall commence negotiations immediately on such proposed amendments for a succeeding agreement.

Section 2 The Union agrees to reopen this contract during its term at the petition of the City in order to negotiate only the impact of and procedures for utilization of Public Safety Officer's by the City. A Public Safety Officer's job responsibilities shall include those duties and responsibilities contained in the job description of an Ogdensburg police officer and a firefighter. The Union agrees to appoint up to two (2) members to serve on a Public Safety Advisory Committee; such members will serve without remuneration.

ARTICLE XXIV
WORKING CONDITIONS

The employer shall notify the Ogdensburg Police Benevolent Association, Inc., at least seven (7) days in advance of any change in working methods or working conditions, except where as such a change is required because of an emergency or major disaster over which the employer has no control, any dispute shall be handled according to Article XIX.

ARTICLE XXV
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 THIS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVI
LABOR MANAGEMENT COMMITTEE

A joint Labor Management Committee comprised of three (3) members of the PBA and three (3) officials of the City shall be formed. All action of this Committee shall be Advisory only. The Committee shall meet from time to time, as determined by a majority of the Committee, and shall consider matters relating to this contract and the police department in general.

ARTICLE XXVII
RECOVERY OF TRAINING COSTS

The following section shall pertain to any officer hired after January 1, 1990. In the event the City is required to provide the basic training course for a police officer and in the event the officer voluntarily separates from the police department and joins another law enforcement agency, as a police officer as defined in NYS CPL Section 1.20.34 or as a sworn law enforcement officer within any state or of the Federal government, within three (3) years of the date of completion of training, the officer shall reimburse the City for all wages and expenses, as defined below, paid by the City during or in conjunction with his/her basic training, according to the following pro-rated schedule:

Length of employment after completion of training	Reimbursement of wages and expenses
up to 1 year	100%
1 year up to 2 years	60%
2 years up to 3 years	35%

Wages subject to reimbursement shall be limited to wages paid in excess of the minimum wage required by provisions of the Fair Labor Standards Act. Expenses subject to the cost of training include, but are not limited to, any reimbursement for the cost of travel, lodging, meals, books, tuition, or other cost associated with training, as the case may be. For the purpose of this (Article XXVII), a voluntary separation shall include a provoked discharge which is hereby defined to be a discharge occasioned by a deliberate or willful act at least partially motivated by an intention to avoid the reimbursement obligation under the terms of this (Article XXVII). Prior to seeking legal recourse to obtain reimbursement, the City shall liquidate any accrued paid leave, other than leave for reason of illness or disability, as may be necessary to obtain full reimbursement pursuant to this provision of the contract. Should it be necessary for the City to initiate litigation in order to secure reimbursement pursuant to this provision of the contract and should the City prevail, the individual responsible for reimbursement shall in addition reimburse the City for all its legal expenses associated with the proceeding. A copy of this language of the contract shall be provided to all individuals interviewed for employment with the City; provided, however, the failure of the City to do so shall not affect the obligation of an individual for reimbursement in accordance with the terms of this (Article XXVII of the contract). Actions taken under this (Article XXVII or section of the contract) shall not be arbitrable.

ARTICLE XXVIII
LATERAL TRANSFER

Section 1 For the purpose of establishing a starting salary for police officers who transfer to Ogdensburg from another Police Agency, the City shall have the right as of January 1, 1990, to grant outside experience credits to such officers at a ratio of one (1) year of outside experience to equal one (1) year of presumed in-house employment with the Ogdensburg Police Department.

Section 2 Effective January 1, 1991 outside experience credit for the purpose of establishing a starting salary may be granted by the City at a ratio of one and one-half (1 ½) years of outside experience to equal one (1) year of in-house employment with the Ogdensburg Police Department.

Section 3 Such police officers who transfer into the Ogdensburg Police Department from another police agency shall be treated as entry-level employees at the time of their hire for all other terms and conditions of employment, such as i.e., seniority, vacations, vacation selection, shift preferences, and so forth.

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 XVIII 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 10 day of April, 2014.

CITY OF OGDENSBURG

John M. Pinkerton, City Manager

Phillip A. Cosmo, City Comptroller

4/10/14
Date

UNITED PUBLIC SERVICE EMPLOYEES UNION

Kevin E. Boyle, Jr., President

Gary M. Hickey, Executive Vice President/Regional Director

Jack F. Rogers, Labor Relations Representative, COPS Division Coordinator

Dave Lebeau, President ,Police Benevolent Association of Ogdensburg, New York, Inc.

Date

APPROVED BY THE CITY COUNCIL OF THE CITY OF OGDENSBURG, NY ON 10th DAY OF April, 2014.

ATTEST: Kathleen A. Borchard
CITY CLERK

SCHEDULE A
PBA SALARIES 2014-2016

	2% - 1/1/2014	2% - 1/1/2015	2% - 1/1/2016
Training	35,651	36,364	37,091
Year 1 & 2	41,699	42,533	43,383
Year 3	43,785	44,660	45,553
Year 4	45,869	46,787	47,722
Year 5	47,954	48,913	49,892
Year 6	50,040	51,041	52,062
Year 7	52,127	53,170	54,233
Year 8	54,210	55,294	56,400
Year 13	55,017	56,118	57,240

Year 13 - 2012 was figured at $750.00 + 2.75% and then added to Year 8, $771.00 + 51.724.

SCHEDULE B
HOLIDAYS TO BE OBSERVED

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. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Good Friday - ½ Day

SCHEDULE C
LONGEVITY SCHEDULE

Upon completion of 6 years' of service	$100
Upon completion of 7 years' of service	$100
Upon completion of 8 years' service	$300
Upon completion of 9 years' service	$300
Upon completion of 10 years' service	$300
Upon completion of 11 years' service	$350
Upon completion of 12 years' service	$400
Upon completion of 13 years' service	$450
Upon completion of 14 years' service	$500
Upon completion of 15 years' service	$550
Upon completion of 16 years' service	$600
Upon completion of 17 years' service	$650
Upon completion of 18 years' service	$700
Upon completion of 19 years' service	$750
Upon completion of 20 + or more years' service	$800

AGREEMENT TO NEGOTIATE AIRPORT STAFFING POLICY

WHEREAS, the City of Ogdensburg ("City") has entered into an agreement dated November 27, 2007 with the Ogdensburg Bridge and Port Authority ("OBPA") whereby the City has agreed to provide law enforcement officers who are members of the Police Benevolent Association of Ogdensburg, New York, Inc. For security purposes at the Ogdensburg Airport. ("Security Contract")

WHEREAS, The City has a staffing policy whereby it allocates police officers to cover the requirements of the Security Contract; and ("Policy")

WHEREAS, the undersigned desire to enter into an agreement whereby the parties agree to review the Policy and discuss changes to same under a specific circumstance.

IT IS NOW THEREFORE AGREED,

If the flight schedule changes and affects the number of airport flights on any single shift security detail, the City agrees to permit the PBA to be present during discussions of airport security scheduling with OBPA.

This agreement is dated April 10, 2014.

John M. Pinkerton, City Manager

Dave Lebeau, PBA President