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294 (Police Lieutenants Pba)

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Saratoga Springs, City Of And Local  
294 (Police Lieutenants Pba)

## **3OR RELATIONS CONTRACT**

between the

**CITY OF SARATOGA SPRINGS**

and the

**POLICE LIEUTENANTS P.B.A.**

**LOCAL 294, DISTRICT 7**

for the period

**JANUARY 1, 2000 to DECEMBER 31, 2001**

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**ARTICLE I**  
**PURPOSE AND INTENT**

THIS AGREEMENT made the 23 day of May, 2000, by and between the POLICE LIEUTENANTS PBA or hereinafter called the "Police Lieutenants PBA" or "Lieutenants" and the CITY OF SARATOGA SPRINGS.

**ARTICLE II**  
**DEFINITIONS**

- A. "Member" or "Employee" means a person permanently employed in the Police Department of the City of Saratoga Springs as a Lieutenant, excluding the Chief and Assistant Chief.
- B. "Service" or "Length of Service" shall include service with the Police Department of the City of Saratoga Springs.
- C. "Department" means the Saratoga Springs Police Department.
- D. "Employer" means the Saratoga Springs Police Department, the Department of Public Safety or the City of Saratoga Springs.
- E. "Commissioner" means the Commissioner of Public Safety.
- F. "Chief" means the Chief of Police of the City of Saratoga Springs.
- G. "Commanding Officer" means officer in charge of Division, Unit, or Shift.
- H. "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering working conditions applicable to the members of the Department and shall include all the

provisions of the Agreement as well as those provisions contained in the "Operation's Manual" of the Police Department.

- I. "Lieutenants" refers to officers or representatives of the Association.
- J. "Executive Board" means members appointed to the Board of the Association and the elected officers as defined in the Association's By-laws.
- K. "Grievance Committee" means a Committee designated by the PBA to review, screen and adjust grievances presented by employees.
- L. "Representative" means one or more Lieutenants or members of the Association authorized to represent its members in the adjustment of grievances or other matters affecting the employees.

### **ARTICLE III**

#### **RECOGNITION OF THE UNION**

- A. Pursuant to and in accordance with the applicable provisions of the Public Employees Fair Employment Act of 1967 (Section 200, et. seq. of the Civil Service Law) and other applicable laws, the Employer hereby recognizes the Lieutenants as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of all Lieutenants of the Police Department excluding the Chief and Assistant Chief, for the term of this Agreement.
- B. Upon receipt of proper written authorization, the employer agrees to deduct from the wages of any employee who is a member of the Association, all membership dues as provided in said proper written authorization executed by the employee. The Association agrees to indemnify and hold harmless the employer from any causes of action, claims, loss or damages incurred as a result of this clause.

- C. All deductions under the Article shall be subject to the provisions of subdivision 3 of Section 210 of the Civil Service Law, and shall be subject to revocation under Section 93-B of the General Municipal Law, as amended, by the employees who executed such assignment, upon giving a 30-day written notice to that effect. Such notice shall be given to the employer and to the Commissioner of Finance of Saratoga Springs, New York. The Commissioner of Finance shall thereafter cease withholding any monies whatever under such check-off authorization. The employer or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deduction by mail to the Lieutenant's last known address, the employer and its officers and employees shall be released from all liability to the employee and to the Lieutenants under such assignments (written authorizations).

#### **ARTICLE IV**

#### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the employer. Accordingly, the employer retains all rights, except as they may be specifically modified in this Agreement or controlling statute including, but not limited to selection and direction of the working forces; creation of new positions or abolition of existing positions; to hire, suspend or discharge for cause; to make reasonable and binding policy, procedure, and rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, the amount of workers necessary to perform such work; amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of the equipment and materials; and to purchase services of others, by contract or otherwise, except as they may be

otherwise specifically limited in this Agreement or controlling statutes and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

- B. It is agreed by the City, the Department and the Lieutenants that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all regularly appointed members employed by the Saratoga Springs Police Department of the Department of Public Safety of the City of Saratoga Springs in all phases of the employment process, and to all benefits of the Civil Service Laws and rules and regulations of the State of New York.
- C. It is further intended that this Agreement shall supplement and be in addition to any applicable rule or regulations promulgated by the heads of the Department and the Department of Public Safety.
- D. No Official or Agent of the City of Saratoga Springs shall:
  - 1. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting the requirements of law.
  - 2. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization.
  - 3. Discriminate against an employee because he has given testimony or taken part in any grievance procedure or other hearings, negotiations or conference as part of the labor organization recognized under the terms of this Agreement; or
  - 4. Refuse to meet, negotiate or confer on proper matters with representatives of the Lieutenants as set forth in this Agreement, upon proper and reasonable notice.

## **ARTICLE V**

### **RIGHTS OF EMPLOYEES**

- A. Members of the Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of the police protection of the municipality.

B. The security and safety of the Community depends to a great extent on the manner in which Lieutenants perform their duty. Their employment is, thus, in the nature of public trust.

C. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the Department. These questions often require immediate investigation by superior officers designated by the Police Chief or the Commissioner of Public Safety. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Department shall be at a reasonable hour, and when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the investigating officer. Usually it will be at the Police Headquarters or at the office of the Commissioner or Deputy Commissioner of Public Safety or at the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be completed with reasonable dispatch: Reasonable respites shall be allowed: Time shall be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
5. No member shall be ordered or asked to submit to a Polygraph (lie detector) test for any reason as long as Polygraph tests are not admitted without the consent of the person charged into evidence by Courts of record in Civil or Criminal proceedings in this State. Such tests may be given if requested by the member.
6. The member of the Department shall not, during any interrogation, be subjected to any offensive language, nor shall he be threatened with dismissal or other



disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

7. In the interest of maintaining the usually high morale of the Department, the Department of Public Safety shall afford an opportunity for a Lieutenant, if he so requests, to consult with his Lieutenant Representative before being questioned concerning an alleged violation of law or of the departmental rules and regulation. If the interrogation relates to a matter upon which charges have been preferred or upon a matter upon which the member has been notified that charges have been or will be preferred, then the employee shall also be allowed to consult with his attorney if he so requests before being questioned. A representative of the union and an attorney may be present during the interrogation if the employee so requests on condition that the interrogation relates to a matter upon which charges have been preferred or upon which a member has been notified that charges have been preferred or will be preferred.

## **ARTICLE VI**

### **DISCIPLINARY ACTION**

- A. In the event that an investigation and subsequent formal hearing results in the institution of disciplinary action, the Union shall be free to have its representative participate at all stages of the proceedings, if it so elects, and shall be provided with one copy of the charges and specifications, recommendations and decisions.
- B. In the event the Lieutenants conclude that an employee has been unjustly punished or dismissed by the Commissioner of Public Safety, it may appeal such judgment or decision as provided in this Agreement, with the consent of the employee; provided, that if the employee does not consent, the disciplinary action taken against him shall not be considered a precedent in similar cases in the future. Furthermore, the employee may utilize the procedure provided in the Operation's Manual of the

Saratoga Springs Police Department, the Saratoga Springs Municipal Civil Service Commission Rules and Regulations and Article V of the Civil Service Law.

- C. In addition thereto, an employee may request the Commissioner of Public Safety to appoint a person outside the Department as a Hearing Officer provided such request is made in writing within 15 days of the institution of any disciplinary action. In the event the employee elects to have a Hearing Officer outside the Department, the Commissioner shall use his best efforts to appoint a neutral person as Hearing Officer.

## ARTICLE VII GRIEVANCE PROCEDURE

- A. Every employee of the Department shall have the right to present grievances in accordance with the procedure provided herein.
- B. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- C. Immediate Officers-in-Charge shall consider promptly all grievances presented to them, and within the scope of their authority take such timely action as is required.
- D. An employee who believes he has been aggrieved under this Agreement shall discuss his complaint with his officer in charge, with or without the presence of a Lieutenant representative, within one week of its occurrence or employee knowledge thereof. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his representative before any discussion takes place with the officer in charge.

Step 1: If not satisfactorily settled within five days of the employee's submission of his oral grievance to the officer in charge, the employee or the Union may present a written grievance to the Police Chief. Such presentation shall

be made within two weeks from the date of the answer of the officer in charge or, if no answer is received, from the employee's initial submission. The Chief and/or his designated representatives shall meet with the employee who filed said grievance within one week of the submission of said grievance to the Chief and the Grievance Committee or Lieutenant Representative shall be allowed to participate in such meeting at the employee's request. The Chief shall render his decision on said grievance in writing within one week of the meeting.

Step 2: In the event the grievance is not settled satisfactorily within the Department as set forth above, the employee or the Lieutenant may present the grievance to the Commissioner of Public Safety within one week following the answer of the Chief as set forth in Step 1 or two weeks of the date of submission to the Chief, whichever is earlier. Such presentation shall be accompanied by supporting statements and documentation if necessary. The Commissioner of Public Safety shall commence an investigation and/or schedule a hearing on the grievance within one week of the presentation of said grievance to the Commissioner and he shall notify the employee and the Lieutenant of his decision within one week following the completion of his investigation and/or hearing, which notification shall in no event be later than 20 days from the presentation of the grievance to the Commissioner.

- E. Unless the time limits set forth in paragraph D are extended in writing by mutual agreement, which agreement shall not be unreasonably withheld, the failure to observe said time limits by the Lieutenants shall constitute abandonment of the grievance and settlement on the basis of the last employer answer. If the employer fails to answer within the time limits as set forth above, such failure to answer shall be deemed a denial of the grievance by the employer.
- F. Notwithstanding any provisions herein, individual employees may present their own grievances to the employer and have them adjusted without the intervention of the

Lieutenants officers. Provided, however, that no adjustment shall be final until the employee has given the Lieutenants officers notice and an opportunity to present its position with regard thereto. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the employer or the Lieutenants.

- G. Notification within a reasonable time shall be given to each Lieutenant of any disciplinary action taken against him which may result in official entries being added to his personnel file.
- H. An employee and his representatives shall have such time off from their regular duties as may be necessary for the presentation of a grievance, without loss of pay or time credits.
- I. Grievances affecting a number of employees may be treated as a policy grievance and entered at the second step of the grievance procedure by the Lieutenants.

Step 3: ARBITRATION

Any unresolved grievance having been processed fully through the last step of the grievance procedure may be submitted to arbitration by either the Lieutenants or the City in accordance with the following:

- A. Arbitration shall be invoked by written notice to the other party within twenty days after completion of Step 2 of intention to arbitrate. Upon receipt of the notice to arbitrate the City and the Lieutenants shall meet and appoint a disinterested person to act as the Board of Arbitration. In the event that the City and the Lieutenants cannot agree upon an arbitrator within 10 days of the demand for arbitration, they shall request the New York State Public Employment Relation Board to submit a list from which an impartial arbitrator to act as the Board shall be selected in accordance with its then-applicable rules and regulations.
- B. The Board of Arbitrators shall have broad powers to hear and determine the issues presented. The Board shall not be limited to the evidence submitted at

the grievance meeting but may hear such additional evidence as either party desires to submit. The Board may also call upon any Lieutenants Official or any City Official to provide evidence or material necessary to resolve the grievance.

- C. The decision of a majority of the Board of Arbitrators in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state and the opposite party is bound to agree, that the awards shall not be a binding precedent in like or analogous situations pending at that time.
- D. There shall be no appeal from the decision of the majority of the Board of Arbitrators if made in accordance with its jurisdiction and authority under this Agreement. It shall be final and binding on the Lieutenants, on all bargaining unit employees and on the City.

## **ARTICLE VIII**

### **WAGES AND OTHER ECONOMIC PROVISIONS**

1. Wages: The annual salary for members of the bargaining unit is set forth in Appendix A attached hereto and made a part hereof. Effective January 1, 2000, the Lieutenant's base pay shall be, at a minimum, an annual differential of ten and 34/100 percent (10.34%) above a Sergeant's base pay.
2. Overtime and Callback: Any Lieutenant working in excess of eight (8) hours on any one tour of duty, or working in excess of forty (40) hours in any one work week, shall be paid for all such additional time spent computed on the basis of time and one-half of his regular hourly rate. All paid absences, except sick time and military leave shall count as "hours worked" in computing the numbers of hours worked for overtime purposes. The employee may elect to take compensatory time in lieu of cash payment if such time can be scheduled so as not to affect the efficiency of the operation of the Police Department or require increased expenditures of funds by the City and the employee will be allowed one and one-half (1 1/2) hours for each hour of

overtime worked. All compensatory time may be accumulated and utilized in accordance with rules set forth by the Fair Labor Standards Act.

Lieutenants who are called back to work and who report for such work when off duty shall be given at least two (2) hours work at the regular rate, or pay in lieu thereof for each such callback. Lieutenants on callback shall receive overtime compensation if such callback results in overtime as provided herein. Lieutenants called back for work under this section shall be considered to be on duty the entire two (2) hour pay period even if released from the station. They shall not be paid for additional callback time if again recalled and released during the initial two (2) hour period. Provided that on an additional callback in which the Lieutenant works over the two (2) hour initial callback period, the Lieutenant shall be paid an additional two (2) hour callback time and he shall be considered to be on duty for another two (2) hour period even if released from the station; provided further that any officer called back within two (2) hours of the commencement of his regularly scheduled shift shall be paid only for two (2) hours instead of four (4) hours.

Callback to duty shall mean not only a recall to active duty within the Department but a requirement of the Lieutenant to appear to give testimony before a grand jury, any recognized court, or any recognized departmental or agency hearing which may compel his attendance either by subpoena or by direction of his superior officer in any matter in which he may be involved because of his official status as an employee of the City of Saratoga Springs.

3. Clothing Allowance: All uniforms required to be worn by Lieutenants shall be provided for and paid for by the City and issued by the Commissioner of Public Safety to all members of the Department. Each Lieutenant, whether or not required to work in uniform, shall be allowed up to a maximum of \$700.00 during the year for cleaning and/or replacement of work clothing.

All equipment required to be used by a Lieutenant shall be provided and paid for by the City and issued by the Commissioner of Public Safety to all members of the Department, but not including the costs of laundering, cleaning and/or repairs of said uniforms and equipment.

Any new item of issue required by the City Police in excess of \$75.00 in value will be borne by the City.

Any damage done to an employee's clothing, glasses, watch or watches while said employee is acting in the line of duty and is free from negligence, shall be reimbursable to the employee. In the case of eyeglasses, the employee shall submit a bill to the City, which shall be paid within fifteen (15) days.

4. Pensions:

a. The present plan of pension benefits and of contributory payments into the New York State Police and Firemen's Retirement Fund shall be continued. Effective April 1, 1982, the contributory payments system shall be converted to a noncontributory basis as provided for in the Rules and Regulations of the Policemen's and Firemen's Retirement System.

b. The following "fringe" retirement benefits shall further be subscribed to:

1. Additional retirement benefits provided for in Section 341-K of the Retirement and Social Security Law, (military service credit and World War II credit) in accordance with the terms set forth in said statute.
2. Whenever the State so permits, a reopening of the privilege of having service credited for a past period of military leave without pay.
3. If permissible under the Retirement and Social Security Law, the right to purchase credit for service while a member of any other New York State, or subdivision of the State's retirement systems, if at no cost to the City.

5. Holidays: All permanent Lieutenants of the Police Department shall receive eight (8) hours pay at the regular rate whether or not they are scheduled to work for holidays; the eleven (11) holidays that will apply to all permanent Lieutenants of the Police Department are as follows:

1. New Year's Day
2. Martin Luther King's Birthday (commencing 1992)
3. Lincoln's Birthday
4. Washington's Birthday

5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

Should a Lieutenant be scheduled to work and actually does work on any of the named holidays, he shall receive in addition to the eight (8) hours holiday pay, an additional eight (8) hours at regular pay. That is to say, that all permanent Civil Service appointed members of the Police Department shall be paid for each holiday named herein whether or not the day in question is worked and any member who is scheduled to work and does work on such a named holiday will get an additional eight (8) hours pay.

6. Longevity: Effective January 1, 1998, longevity allowances will be paid yearly to Lieutenants at the following rates:

- a. Upon completion of five (5) years of police service - Nine Hundred Fifty (\$950.00) Dollars per year.
- b. Upon completion of ten (10) years of police service - One Thousand Two Hundred (\$1,200.00) Dollars per year.
- c. Upon completion of fifteen (15) years of police service - One Thousand Five Hundred Fifty (\$1,550.00) Dollars per year.
- d. Upon completion of nineteen (19) years of police service - One Thousand Eight Hundred (\$1,800.00) Dollars per year and each year of police service thereafter.

Effective January 1, 2001, upon completion of twenty years of police service and for every year thereafter, members longevity shall increase by \$100.00. Therefore, a member with twenty years of police service would receive \$1,900.00. A member with twenty-one years of police service would receive \$2,000.00, etc.



Longevity allowances will be paid to a Lieutenant at one of the rates specified effective in the pay period in which the individual Lieutenant completes the stipulated number of years of police service. For the purposes of computing longevity allowance, the individual Lieutenant's appointment date will be used to compute the number of years of completed police service.

7. Lieutenant Investigator Differential: Effective May 20, 2000, the Lieutenant Investigator position shall be paid an annual differential of six percent (6%) of Lieutenant's base pay in lieu of shift differential pay, standby, on-call pay, and for the additional responsibilities undertaken in supervising the Investigative Division.

8. Patrol Shift Differential: Effective May 20, 2000, Patrol Lieutenants assigned to work the 4:00 p.m. to Midnight shift (hereinafter referred to as Third Shift) shall be paid an annual shift differential of three percent (3%) of Lieutenant's base pay. Lieutenants assigned to work the Midnight to 8:00 a.m. shift (hereinafter referred to as First Shift) shall be paid an annual shift differential of four and one-half percent (4.5%) of Lieutenant's base pay.

It is understood that only Patrol Lieutenants permanently assigned to the Third Shift and First Shift will receive the shift differential for both time worked and scheduled time off. Lieutenants who are assigned to work those shifts on a temporary basis will not be paid the shift differential.

## **ARTICLE IX**

### **HOURS OF EMPLOYMENT, VACATIONS, SICK LEAVE, LEAVE OF ABSENCES, ETC.**

1. The basic work week for all Lieutenants shall be forty (40) hours, Monday through Friday.
2. Sick Leave: All Lieutenants shall be allowed eighteen (18) days per year (at 1 & 1/2 days per month) for absence due to illness or disability including up to eight (8) days for personal leave. Such unused leave may be accumulated without limit, provided that no more than one hundred fifty (150) days may be taken in any one calendar

year including the final year. When a Lieutenant retires from service, he shall have the option to be paid the cash value of all accumulated sick leave standing to his credit to either:

- a. A maximum of one hundred twenty (120) days at his current salary rate; or
- b. A maximum of one half (1/2) his total accumulated sick leave at his current salary rate.

Upon request by the employer, an employee who has been absent two or more consecutive calendar work days, shall supply to the employer a statement from either the employee or a doctor verifying his sickness and his inability to perform his job as a Lieutenant as a result of that sickness. A member of the bargaining unit may use up to five (5) accumulated sick days per year for a serious illness of a member of his immediate family, which use shall be subject to the approval of the Chief of Police.

3. Personal Leave: Requests to the Department for personal leave hereunder shall be submitted in writing a minimum of seventy-two (72) hours in advance of the requested leave time unless such advance notice cannot be given due to an unforeseen emergency. Additionally, such leave shall be taken only in multiples of four (4) or eight (8) hours each.
4. Maternity Leave: Female employees covered hereunder who become disabled by reason of pregnancy, shall be eligible to use available sick leave entitlement during the period of absence caused by the pregnancy disability. Such period of disability must be certified by the employee's physician and at the option of the Chief, subject to review by the City physician.

For purposes of this provision, "disabled" shall mean physically incapable of performing any police officer functions.

5. Vacations:
  - a. All permanent Lieutenants shall be entitled to a vacation. Any recognized holiday as set forth in the Agreement falling within such vacation period shall be added to the vacation period. If such holiday cannot be added to the employees vacation

schedule for the foregoing reason, he shall be allowed the time on some other day during the year.

- b. Contract Day: Employees covered hereunder shall be entitled to a separate annual contract day with pay, to be scheduled and administered in accordance with the current practice as it applies to similarly defined V/H days.
- c. Effective January 1, 2000, the vacation schedule shall be as follows:

One (1) full year of total police service - ten (10) work days.

Two (2) full years of total police service - seventeen (17) work days.

Three (3) full years of total police service - twenty-four (24) work days.

Ten (10) full years of total police service - twenty-six (26) work days.

Fifteen (15) full years of total police service - twenty-seven (27) work days.

Twenty (20) full years of total police service - twenty-nine (29) work days.

Persons with less than one (1) full year of service shall be awarded days off or compensation thereof at straight time on a pro rata basis.

- d. Vacation days can be taken in multiples of one (1) day. Single vacation days requested must be submitted on the prescribed form a minimum of seventy-two (72) hours prior to the requested day. If the request is submitted less than seventy-two (72) hours in advance, it may be refused if an overtime situation is created or evident, the same as a compensatory time request. Personal day requests will have priority over single vacation day requests.
- e. Any member entitled to vacation benefits who shall resign or have his employment terminated without cause shall not forfeit his right to such vacation time and if the time may not be allotted in work days, he shall be paid the equivalent of that number of days based upon straight time pay schedule. Any member of the Department entitled to vacation benefits who may die prior to his receipt of said benefits for any year shall have an amount equivalent to his pay for those days paid to his next-of-kin or estate. Any member entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation shall have the right to postpone the taking of such vacation until such time as he is physically

capable of returning to active duty, or until the end of the current calendar year, whichever occurs earlier.

6. Bereavement Leave: Any member of the Department shall be granted a maximum of four (4) calendar days with pay due to the death in his immediate family. The term "immediate family" shall mean spouse; natural, foster, or stepparents; children; step children; brother; sister. Any member of the Department shall be granted a maximum of three (3) calendar days with pay due to the death of his/her brother/sister-in-law; father-in-law; mother-in-law; grandfather; grandmother; or any relative residing in the household.
7. Leave of Absence: Leaves of absence without pay may be granted upon request subject to the prior need to maintain a full and efficient staff to man the Department. In determining preference between employees who request leave for the same period, the Department shall take into consideration the necessity for the absence and the seniority of the employee. Subject to applicable law, no other criteria shall be employed.
8. Leaves of Absence for Lieutenants Representatives: Lieutenants, representatives, and delegates, but not more than 2 employees at any one time, shall be granted leaves of absence without loss of pay to participate in negotiations with the employer, adjustment of grievances, arbitration hearings, and other functions relative to the operation of this Agreement. They will also be given leave with pay to attend PBA and executive board meetings. Five employees, but not more than two from any one shift or unit, will be permitted to participate in and attend conferences and conventions of affiliated unions, associations and organizations without loss of pay. An employee as authorized above desiring time off for attendance at meetings, conferences, or conventions will notify his superior officer sufficiently in advance to permit proper scheduling of duties.
9. Leave for Jury Duty: Effective January 1, 2000, all Lieutenants, regardless of assigned shift, shall be afforded the day off with pay while serving jury duty.

**ARTICLE X**  
**INSURANCE AND RELATED BENEFITS**

1. All members of the Department shall be covered for death benefits as provided for in Section 208-fl of the General Municipal Law.
2. Effective January 1, 1998, the current Blue Shield health plan will be replaced by the Blue Shield Health Now Flex Plan. All employees and retirees currently enrolled in the Par Plus Plan will have the option of moving to the new Blue Shield plan or, during open enrollment, to transfer to an existing HMO plan.

In the event of the death of the Lieutenant or retired Lieutenant, the City agrees to pay for the full cost of providing one of the health plans it offers to City employees for the widow or widower of said Lieutenant until the widow's or widower's death or remarriage and the minor children shall be covered until completion of school.

The City may offer a different health plan which is substantially similar to the existing plan subject to the approval of the PBA, which approval shall not be unreasonably withheld if the plan is substantially equivalent. The City shall notify the PBA of a potential health plan alteration a minimum of ninety (90) days before any change in the health plan is made. If a genuine dispute arises regarding whether the potential health plan is "substantially similar", then an expedited arbitration proceeding shall be conducted. An arbitrator shall be selected pursuant to the procedures established by PERB. The arbitrator shall hear arguments and render a decision no more than thirty (30) days after the process (i.e., the decision to go to arbitration on the issue) has been initiated.

3. Opt-Out and Procedure. Any person covered by health insurance as a result of this contract may elect not to participate in a plan of medical and health insurance benefits provided under this Agreement and such employee shall be eligible to receive a payment of seventeen-hundred thirty dollars (\$1,730) for family coverage per calendar year or thirteen hundred dollars (\$1300) for two person coverage per calendar year. No employee shall be eligible to receive such payment unless the employee shall have presented proof to the Insurance Administrator that such employee and such employee's eligible dependents are covered by a comparable

plan of medical and health insurance benefits for the entire year that such employee elected not to be covered by the plan of medical and health insurance benefits provided by the Employer. Payments shall be made one month after the end of the calendar year during which the employee elected not to be covered by the plan of medical and health insurance benefits provided by the Employer and the presentation of the required proof of coverage. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made in the month of December of each year in writing to the Insurance Administrator pursuant to the regulations of the plan in effect together with evidence of coverage of such employee and such employee's eligible dependents under a comparable plan of medical and health insurance benefits. Such employee must promptly notify the Employer of a termination of alternative medical and health insurance benefit coverage. In the event that an employee re-enrolls in a health insurance program, the employee shall be permitted a prorated portion of the twelve-hundred dollars (\$1,200) (for family coverage) or nine hundred dollars (\$900) (for two person coverage) payment, but shall not be permitted to again opt out of the insurance program during the calendar year.

4. The City will further provide at its own expense a Three Thousand Dollar life insurance policy for each active member of the Department and a One Thousand Five Hundred Dollar life insurance policy for each retired Lieutenant.
5. Vision Plan Effective January 1, 2000, the City shall provide a Vision Plan of the Lieutenant's PBA choosing not to exceed a cost of one thousand dollars (\$1,000.00) per calendar year.
6. Civil Lawsuit Defense: In the event a Lieutenant is named as a defendant in a civil lawsuit, and the suit arises out of the Lieutenant's performance of his duties and is based upon actions taken by the Lieutenant which are within the scope of his employment and authority, whether on or off duty, the City, at its option, shall either furnish a defense for the Lieutenant or assume his reasonable attorneys' fees and other reasonable cost of defense.

**ARTICLE XI**  
**SENIORITY**

1. Seniority shall be determined by time in rank. When all things are equal, the determining factor concerning seniority shall be:
  - (a) The total length of Civil Service appointed time in the Police Department; and
  - (b) The final Civil Service mark as determined by the Civil Service Commission.When both these factors are equal, seniority will be determined by the length of time in the Department, whether it be Civil Service appointed time or temporary time.
2. An employee shall forfeit his seniority rights only for the following reasons:
  - a. He resigns;
  - b. He is dismissed and is not reinstated;
  - c. He retires on regular service retirement;
  - d. Death;
  - e. Abandons his position pursuant to Civil Service Rules and Regulations;
  - f. And/or fails to return to duty at the expiration of an authorized Leave of Absence without giving a reasonable excuse in advance of the expiration date to the Department of Public Safety.
3. In any event it becomes necessary to reduce the Police force, departmental seniority shall govern layoffs, and recalls. The employee lowest on the seniority list shall be the first laid-off and the last to be recalled.
4. Seniority shall be a major factor in filling work assignments, subject to the Department's need to have experienced employees on each shift. The senior employee's qualifications to perform the duties required shall also be a major factor in filling such assignment.

**ARTICLE XII**  
**PROFESSIONAL TRAINING AND IMPROVEMENT COURSES**

The City and the Lieutenants are in agreement that it is to the best interest of the administration of the Department that as many employees as possible participate in professional, education, and training courses whenever the same are available. In order to facilitate the availability of such courses to the personnel of the Department, the following are hereby adopted:

1. The Department shall post on bulletin boards announcements of all courses to be given which are either compulsory for a segment of the staff, are prerequisites to promotion or improved assignments or may be optional for the purpose of improving the professional standing of the Lieutenants or the Department. All eligible staff members shall have an opportunity to bid for the prerequisite and optional courses. In the event that there are more bids than openings available, the senior personnel, qualified under objective standards, will be given the preference subject to any special requirements by the institution giving the course.
2. Compulsory Courses: The City shall arrange all compulsory courses and training programs in such a manner so that any Lieutenant required to complete such course or participate in such training program shall be able to do so during his regularly scheduled tour of duty, if possible, or shall be compensated accordingly.
3. Optional Courses: Any Lieutenant attending an optional education course related to the furtherance of his proficiency as a Lieutenant with departmental approval, shall upon successful completion thereof, and presentation of evidence of such completion, be reimbursed by the City for the cost of the tuition and other expenses advanced by him in the taking of such course.
4. Prerequisite Courses: Whenever a course is given which is a prerequisite for promotion or for improved or advantageous assignment, the timing of such course shall be so arranged, if possible, as to permit all interested personnel to register and complete the same in sufficient time to become a candidate for the position.
5. Special Courses: Whenever a special course is announced by an educational institution which in the opinion of the Department Head will result in the



improvements of the professional capacity of a Lieutenant, the City may arrange to permit as many of the personnel as are interested in attending such course when not on duty and are eligible to do so, keeping in mind the criteria that if only a limited number can attend, seniority shall be the primary requirement for eligibility insofar as the City is concerned.

6. Education Incentive: Commencing January 1, 1991, and for the term of this agreement, the City shall pay an education stipend on an annual basis, to any member of the bargaining unit according to the following schedule: one (1%) percent for an Associate's Degree; or two (2%) percent for a Bachelor's Degree.

### **ARTICLE XIII** **TRANSFERS**

1. It is recognized that transfers may be to either a more or less desirable function or position. Therefore, in selecting personnel for transfer the following criteria shall be applied:
  - a. The Department may transfer any employee to a position less desirable than the one he formerly occupied in an emergency situation. However, such emergency shall not continue for more than one (1) week unless the employee voluntarily agrees to continue to perform the duties for a longer period of time. If it is necessary to fill the position for an extended period of time, the Lieutenant with the least seniority qualified to perform the work shall be selected.
  - b. Vacancies to preferable assignments shall be posted and all Lieutenants desiring to be transferred to such assignments shall submit their written request therefor to the Chief of the Department. The Department shall prepare a list of such applicants and appointments thereto shall be made in accordance with the provisions of Article XI, Section 4. Any Lieutenant who is bypassed in selection for such assignment shall be advised of the reason therefor, and may, if he believes the Department to be in error, file a grievance with the Lieutenants and the Department concerning the same.

- c. Posting shall not be necessary for the filling of temporary vacancies of less than 30 days duration.
  - d. Newly created and vacant positions shall be filled from Civil Service lists immediately. However, nothing contained herein shall limit the authority of the City to create new positions or to abolish existing positions. If the Department decides to create a new position, the criteria therefor shall be discussed with the Association and a civil service examination shall be held to establish an eligibility list for the same. If it is necessary that the position be filled temporarily until the list is propounded, the Department shall post the position and eligible candidates shall apply for the temporary job. The person filling the job temporarily shall be paid at the rate that the permanent position will pay.
2. Employee requests for changes in the schedule posting shall be handled on the same basis as such requests are handled for vacation schedule changes.

#### **ARTICLE XIV** **RETIREMENT INCENTIVE**

An employee who retires between his 20th and 21st year of service shall be paid a special longevity increment of fifteen hundred dollars (\$1,500.00), provided he notifies the City of his retirement at least eight months in advance of the actual retirement date.

#### **ARTICLE XV** **MISCELLANEOUS PROVISIONS**

1. Since all Lieutenants are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by a member of the force on his time off in the City of Saratoga Springs, or as otherwise directed by his superior, which would have been appropriate if taken by a Lieutenant on active duty if present or

available, shall be considered official action, and the Lieutenant shall have all the rights and benefits concerning such action as if he were on active duty.

2. The Department will furnish for the use of the Lieutenants space for a bulletin board if such space can be made available at Police Headquarters and does not limit or interfere with the effective operation of the Department or practical use of the facility.
3. The City will provide each employee a handbook containing the Rules and Regulations of the Department and a copy of this Agreement. Provisions in the Rules and Regulations inconsistent with this Agreement shall be amended accordingly.
4. It is recognized by the City that the job of a Lieutenant is exceptionally hazardous. To reduce the danger as far as possible, the City will provide each Lieutenant with modern safety equipment and accessories. The City will also provide all equipment for the use of the Lieutenants necessary to the efficient and safe performance of their duties as determined by the Chief and/or the Commissioner of Public Safety.
5. The Safety Committee shall be free to inspect any equipment used by the Department, and advise the Chief of any faulty equipment found. Any Lieutenant or the Safety Committee may call to the attention of the Commanding Officer the fact that certain equipment may be dangerous to use, and the Commander shall have effective authority to remedy the situation by withdrawal of the equipment from use or arranging for its immediate repair. If the Commanding Officer refuses to take the necessary steps to remedy the situation, he must notify the Safety Committee of his decision within twelve (12) hours after the matter is brought to his attention, in which event the matter shall be laid before the Police Chief. If the Chief agrees with the Commanding Officer, he must so advise the Committee within twelve (12) hours, and the Lieutenants may then present the dispute to the Commissioner of Public Safety. Rejection by the Commissioner will justify invocation of the arbitration procedure provided in Article VII of this Agreement.

In any event, the Safety Committee and the Commissioner or his nominee, shall meet a minimum of once a month to review all matters provided for in this section.

Provided, however, that nothing herein contained shall require an employee to endanger his life because of faulty equipment.

6. Insofar as any provision of this Agreement shall conflict with an Ordinance or Resolution of the City Council, the terms of this Agreement shall prevail.
7. Wages, hours and all other conditions of employment legally in effect at the execution of this Agreement shall, except as specifically modified by agreement between the parties, be maintained during the term of this Agreement.
8. This Agreement shall become effective as of January 1, 2000. This Agreement shall terminate on December 31, 2001. If the parties hereto have failed to agree upon a new contract on or before December 31, 2001, all of the terms and conditions set forth in this Agreement and any supplements or modifications thereof shall continue in full force and effect until the date of execution of a new agreement.
9. On or before August 1, 2001, the Association shall present to the City Council a list of proposals for negotiation for a 2002 contract. The parties shall meet to discuss and negotiate concerning such proposals as soon after September 1, 2001 as may be feasible, and will continue to negotiate until agreement is reached or an impasse declared. The parties agree to utilize the facilities of the Public Employment Relations Board whenever necessary to assist them in arriving at a mutually satisfactory agreement. However, if the parties do not agree upon the terms of a new contract before the end of the period set forth in Section 209-1 of the Civil Service Law, all unresolved issues shall be submitted for final determination as provided for in Section 209-4 of said statute.
10. If any Article or Section of this Agreement, or any supplement thereto should be held invalid by operation of law of any tribunal of competent jurisdiction, or if compliance with an enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and its supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such Article or Section, if legally permissible.
11. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL

FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

12. The employer and the Lieutenants recognize that the need for continued and uninterrupted operation of the Police Department 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 grievance under this Agreement, and for the negotiation of future contracts, the parties hereto agree that there will not be and that the Lieutenants, their officers, members, agents or principals will not engage in, encourage, sanction or suggest, strikes, slow downs, lock outs, mass resignation, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Commissioner shall have the right to discipline or discharge any employee encouraging, suggesting, or participating in the strike, slow down or other such interference as provided for in the Civil Service Law.

13. The City will allow the Police Lieutenants P.B.A. to purchase disability insurance at their own cost.

## **ARTICLE XVI**

### **HEALTH AND PHYSICAL FITNESS STANDARDS**

#### **Section 1. POLICY**

In recognition that physical fitness is particularly important in the everyday performance of police officer duties and responsibilities and to reduce health insurance costs and risks, it is mutually agreed by and between the Employer and the Association that an acceptable level of physical fitness shall be maintained by each member of the bargaining unit as long as he/she is engaged in active employment. To maintain an acceptable level of physical fitness, a three component health standards program shall be initiated as defined below. The program shall consist of two sections: (1) weight control and (2) physical fitness requirements. Compliance with the requirements of the program shall be mandatory for all employees hired on or

after January 1, 1993. Compliance with the program shall be voluntary for all employees hired prior to January 1, 1993.

Section 2. PROCEDURE

A. Weight Control

- a). The Weight Chart is set forth in Appendix B.
- b). Appendix B specifies the acceptable weight range, by height.
- c). The maximum acceptable weight shall represent the maximum permissible weight for a member of the bargaining unit.
- d). Employees shall be weighed on or about January 1, 1993, and approximately every ninety days thereafter. Scheduling for weigh-ins shall occur during normal work hours, as far as practical, and employees shall receive paid leave at straight time for time spent in attendance at the weigh-ins.
- e). The weight scale to be utilized for measuring weights in accordance with this section shall be determined by the Department. The Chief or his designee shall conduct the weigh ins.
- f). Employees that are to be weighed shall be allowed to wear customary underwear, trousers, and shirt. The column designated "Maximum Acceptable Weight" in Appendix B reflects standards developed by the American Medical Association and includes an additional four pounds to compensate for the clothing specified herein.
- g). Height is to be measured without shoes or headgear.
- h). The Chief shall take disciplinary measures as a result of the weigh-ins to be performed during the course of the year.
- i). Employees shall be required to weigh less than the maximum permissible weight, in accordance with their height, at the time of each weigh-in conducted on or about January 1 of each year. Failure to do so shall be cause for disciplinary action. Before disciplinary action may be taken, an employee will have an opportunity to lose the amount of weight that is over his/her maximum. Under this provision, an employee who is

overweight at the January 1 weigh-in, must lose his/her excess weight by June 1 of that year in order to avoid disciplinary measures. However, if at that time, an employee still weighs in excess of his/her maximum allowable weight, then disciplinary action may be taken consisting of either a written reprimand or a suspension without pay of up to three working days per disciplinary action and not to exceed six working days per year in total. Imposition of discipline in accordance with this Section shall be subject to the Grievance Procedure specified in Article VI of this Agreement.

- j). Notwithstanding the foregoing, if an employee exceeds the maximum weight limit as put forth in Appendix B, then a body fat measurement shall be taken from that employee. A body fat measurement of twenty (20%) percent or less for male employees, or a body fat measurement of twenty (20%) or less for female employees under the age of forty (40) years, or a body fat measurement of twenty-four (24%) percent or less for female employees age forty (40) years or more, will pass said male or female employee even if he/she exceeds the maximum acceptable weight referred to in Appendix B.
- k). An employee who seeks professional help in attempting to decrease his/her weight immediately following the January 1 weigh in, and who shows marked improvement by the June 1 weigh in, will not be disciplined despite his/her excess weight. As long as an employee continues with such help and continues to show improvement at subsequent weigh ins, he/she will not be subject to discipline. However, if an employee deviates from a steady decrease in weight and/or obtaining such help, then the employee shall be subject to discipline consisting of either a written reprimand or a suspension without pay of up to three working days per disciplinary action and not to exceed six working days per year in total.
- l). The City recognizes that an individual may have a medical problem which prevents meeting the aforementioned requirements. If this is the case,

then an employee who does not meet the aforementioned requirements will not be subject to discipline.

B. Physical Fitness Requirements

- a). The Physical Fitness Program for members of the bargaining unit is set forth in Appendix C, attached hereto and made a part thereof.
- b). The Department may establish incentive benefits to encourage employees to attain or exceed these standards. However, an employee who fails any portion of the physical fitness test, will be rescheduled to take that portion of the test within the next ninety days. If the second test is failed, disciplinary action may be taken. Said disciplinary action may consist of either a written reprimand or a suspension without pay of up to three working days per disciplinary action and not to exceed six working days per year in total. Imposition of discipline in accordance with this Section shall be subject to the Grievance Procedure specified in Article VI of this Agreement.
- c). If an employee provides a doctor's excuse for not taking the test, (for reasons other than injury on duty), another test will be rescheduled within ninety days. If a second excuse is submitted, the Department reserves the right to appoint a doctor to determine whether a fitness test should be required. If the employee is ill on the day of the test, a doctor's excuse must be submitted and the test will be rescheduled within ninety days.
- d). Scheduling for physical fitness tests shall occur during normal work hours, as far as practical, and the employee shall receive paid leave at straight time for time spent performing the fitness test.
- e). An employee who seeks professional help in attempting to improve his/her physical fitness (including but not limited to seeing a physician or physical trainer and being placed on a nutrition/physical fitness program) immediately following a failed physical fitness test and who shows marked improvement by the 90 day rescheduled test will not be disciplined despite his/her failure to meet health standard requirements. As long as an



employee continues participation in such a program and continues to show marked improvement at subsequent physical fitness evaluations, he/she will not be disciplined. However, if an employee deviates from such participation and/or fails to show marked improvement at physical fitness tests, then the employee shall be subject to discipline consisting of either a written reprimand or a suspension without pay of up to three working days per disciplinary action and not to exceed six working days per year in total.

f). The City recognizes that an individual may have a medical problem which prevents meeting the aforementioned requirements. If this is the case, then an employee who does not meet the aforementioned requirements will not be subject to discipline.

g). Smokers: The City recognizes that employees who smoke may have difficulty meeting the foregoing physical fitness requirements. An employee who smokes and fails the physical fitness program is recommended to immediately seek professional help to stop smoking in order to improve his/her physical fitness and pass the test. The employee's attempt at stopping smoking and improvement in that regard shall be considered when determining the appropriateness of discipline at subsequent physical fitness tests. However, if an employee continues to smoke over an extended period, then his/her status as a smoker will not be considered a mitigating factor in determining the appropriateness of discipline when he/she fails to meet the appropriate physical fitness requirements.

### C. Incentives

As an incentive, the Department agrees that when funding becomes available, they will install a physical fitness facility at the Department that only members of this program will be allowed to use.

The Lieutenant's PBA acknowledges that each individual member is responsible for complying with these physical fitness requirements. Any action taken

by a member necessary to be in compliance with these requirements shall be done on the employees' own personal time. Further, the Lieutenant's PBA and its members agree to hold the City harmless from any alleged GML §207-c or other injury claims which arise out of any individuals training, weight lifting, or other physical fitness conduct regardless of whether such training be performed at the PBA hall or elsewhere.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

SARATOGA SPRINGS POLICE LIEUTENANTS P.B.A.

BY: Edmund J. Moore

CITY OF SARATOGA SPRINGS, NEW YORK

BY: Kenneth O'Byrne

per Council approval 5/16/00

**APPENDIX A**

**ANNUAL SALARY SCHEDULES**

	<b><u>1999</u></b>	<b><u>2000</u></b>	<b><u>2001</u></b>
Base Lieutenant	\$51,213	\$53,773	\$55,386

**APPENDIX B**  
**WEIGHT CHART**

**MALES**

<u>HEIGHT</u>	<u>MINIMUM ACCEPTABLE WEIGHT</u>	<u>MAXIMUM ACCEPTABLE WEIGHT</u>
5 ft. 2 in.	113	174
3	114	177
4	116	181
5	118	185
6	120	190
7	121	194
8	123	199
9	125	203
10	127	208
11	128	212
6 ft. 0 in.	131	217
1	134	221
2	136	227
3	139	232
4	143	238

**FEMALES**

<u>HEIGHT</u>	<u>MINIMUM ACCEPTABLE WEIGHT</u>	<u>MAXIMUM ACCEPTABLE WEIGHT</u>
4 ft. 10 in.	90	153
11	91	156
5 ft. 0 in.	92	159
1	93	163
2	95	166

3	98	170
4	100	175
5	103	180
6	106	184
7	108	189
8	111	193
9	114	196
10	116	200
11	119	203
6 ft. 0 in.	121	206

NOTE: The maximum acceptable weight column includes a four pound allowance for underwear, trousers, and shirt. Height shall be measured without shoes or headgear.

**APPENDIX C**  
**PHYSICAL FITNESS TEST**

The physical fitness test is made of three parts: (a) strength, (b) endurance, and (c) flexibility. Bargaining unit members must pass all three parts of this test in order to successfully complete this portion of the health standards program.

A. Strength

Hand and arm strength are necessary for police officers to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The employee is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulder. Fingers should be pointed straight ahead. The employee lowers the body until the employee's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The employee then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

AGE:	<u>20-29</u>	<u>30-39</u>	<u>40 &amp; Older</u>
Male	30	25	15
Female	15	15	15

B. Endurance

Bent Knee Sit Ups will be used to measure the employee's abilities to maintain continued exertion over a prolonged period of time. The employee lies back on the floor, with the knees bent. The fingers should be laced behind the neck. The employee sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The employee should be able to complete the indicated number of bent knee sit ups in one minute's time:

AGE:	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60-69</u>
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Male	34	31	26	20	18
Female	30	24	15	14	14

C. Flexibility

It is important that each employee maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility will be a 1.5 mile run. The times for passing this portion of the test are charted below:

1.5 mile run (in minutes)

AGE:	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60-69</u>
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

D. Standards of Error Calculation

The Institute for Aerobics Research also considers "Standards of Error" in calculating the above standards. These standards of error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

1.5 mile run	subtract 55 seconds from final score.
Sit Ups	add 1 sit up to final score.
Push Ups	no standard of error has been computed.

TO: Kathy Moran

FROM: Linda Benton

DATED: May 23, 2000

RE: Police Lieutenants Contract

Attached is the Police Lieutenants Contract for January 1, 2000 to December 31, 2001 for filing in your office.

Thank you.



# Memo

*From*

OFFICE OF THE CITY ATTORNEY

*To*

Kathy Moran

RE: Lieutenant's PBA Contract 2000

Date: June 1, 2000

Attached are original pages that need to be substituted in the above contract.

Nancy Woodworth

cc: Linda Benton

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EXECUTIVE DIRECTOR

6/1/00

capable of returning to active duty, or until the end of the current calendar year, whichever occurs earlier.

6. Fitness Day Off: Effective January 1, 2000, any member, whether or not they are required to comply with the standards set forth in Article XVI, Section 2B, who passes said standards, shall be entitled to a "Fitness Day" off. This day will be scheduled and administered the same as a Contract Day.
7. Bereavement Leave: Any member of the Department shall be granted a maximum of four (4) calendar days with pay due to the death in his immediate family. The term "immediate family" shall mean spouse; natural, foster, or stepparents; children; step children; brother; sister. Any member of the Department shall be granted a maximum of three (3) calendar days with pay due to the death of his/her brother/sister-in-law; father-in-law; mother-in-law; grandfather; grandmother; or any relative residing in the household.
8. Leave of Absence: Leaves of absence without pay may be granted upon request subject to the prior need to maintain a full and efficient staff to man the Department. In determining preference between employees who request leave for the same period, the Department shall take into consideration the necessity for the absence and the seniority of the employee. Subject to applicable law, no other criteria shall be employed.
9. Leaves of Absence for Lieutenants Representatives: Lieutenants, representatives, and delegates, but not more than 2 employees at any one time, shall be granted leaves of absence without loss of pay to participate in negotiations with the employer, adjustment of grievances, arbitration hearings, and other functions relative to the operation of this Agreement. They will also be given leave with pay to attend PBA and executive board meetings. Five employees, but not more than two from any one shift or unit, will be permitted to participate in and attend conferences and conventions of affiliated unions, associations and organizations without loss of pay.  
  
An employee as authorized above desiring time off for attendance at meetings, conferences, or conventions will notify his superior officer sufficiently in advance to permit proper scheduling of duties.

10. Leave for Jury Duty: Effective January 1, 2000, all Lieutenants, regardless of assigned shift, shall be afforded the day off with pay while serving jury duty.

## **ARTICLE X**

### **INSURANCE AND RELATED BENEFITS**

1. All members of the Department shall be covered for death benefits as provided for in Section 208-fl of the General Municipal Law.
2. Effective January 1, 1998, the current Blue Shield health plan will be replaced by the Blue Shield Health Now Flex Plan. All employees and retirees currently enrolled in the Par Plus Plan will have the option of moving to the new Blue Shield plan or, during open enrollment, to transfer to an existing HMO plan.

In the event of the death of the Lieutenant or retired Lieutenant, the City agrees to pay for the full cost of providing one of the health plans it offers to City employees for the widow or widower of said Lieutenant until the widow's or widower's death or remarriage and the minor children shall be covered until completion of school.

The City may offer a different health plan which is substantially similar to the existing plan subject to the approval of the PBA, which approval shall not be unreasonably withheld if the plan is substantially equivalent. The City shall notify the PBA of a potential health plan alteration a minimum of ninety (90) days before any change in the health plan is made. If a genuine dispute arises regarding whether the potential health plan is "substantially similar", then an expedited arbitration proceeding shall be conducted. An arbitrator shall be selected pursuant to the procedures established by PERB. The arbitrator shall hear arguments and render a decision no more than thirty (30) days after the process (i.e., the decision to go to arbitration on the issue) has been initiated.

3. Opt-Out and Procedure. Any person covered by health insurance as a result of this contract may elect not to participate in a plan of medical and health insurance benefits provided under this Agreement and such employee shall be eligible to receive a payment of seventeen-hundred thirty dollars (\$1,730) for family coverage

per calendar year or thirteen hundred dollars (\$1300) for two person coverage per calendar year. No employee shall be eligible to receive such payment unless the employee shall have presented proof to the Insurance Administrator that such employee and such employee's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that such employee elected not to be covered by the plan of medical and health insurance benefits provided by the Employer. Payments shall be made one month after the end of the calendar year during which the employee elected not to be covered by the plan of medical and health insurance benefits provided by the Employer and the presentation of the required proof of coverage. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made in the month of December of each year in writing to the Insurance Administrator pursuant to the regulations of the plan in effect together with evidence of coverage of such employee and such employee's eligible dependents under a comparable plan of medical and health insurance benefits. Such employee must promptly notify the Employer of a termination of alternative medical and health insurance benefit coverage. In the event that an employee re-enrolls in a health insurance program, the employee shall be permitted a prorated portion of the twelve-hundred dollars (\$1,200) (for family coverage) or nine hundred dollars (\$900) (for two person coverage) payment, but shall not be permitted to again opt out of the insurance program during the calendar year.

4. The City will further provide at its own expense a Three Thousand Dollar life insurance policy for each active member of the Department and a One Thousand Five Hundred Dollar life insurance policy for each retired Lieutenant.
5. Vision Plan Effective January 1, 2000, the City shall provide a Vision Plan of the Lieutenant's PBA choosing not to exceed a cost of one thousand dollars (\$1,000.00) per calendar year.
6. Civil Lawsuit Defense: In the event a Lieutenant is named as a defendant in a civil lawsuit, and the suite arises out of the Lieutenant's performance of his duties and is based upon actions taken by the Lieutenant which are within the scope of his employment and authority, whether on or off duty, the City, at its option, shall either

furnish a defense for the Lieutenant or assume his reasonable attorneys' fees and other reasonable cost of defense.

**ARTICLE XI**  
**SENIORITY**

1. Seniority shall be determined by time in rank. When all things are equal, the determining factor concerning seniority shall be:
  - (a) The total length of Civil Service appointed time in the Police Department; and
  - (b) The final Civil Service mark as determined by the Civil Service Commission.When both these factors are equal, seniority will be determined by the length of time in the Department, whether it be Civil Service appointed time or temporary time.
2. An employee shall forfeit his seniority rights only for the following reasons:
  - a. He resigns;
  - b. He is dismissed and is not reinstated;
  - c. He retires on regular service retirement;
  - d. Death;
  - e. Abandons his position pursuant to Civil Service Rules and Regulations;
  - f. And/or fails to return to duty at the expiration of an authorized Leave of Absence without giving a reasonable excuse in advance of the expiration date to the Department of Public Safety.
3. In any event it becomes necessary to reduce the Police force, departmental seniority shall govern layoffs, and recalls. The employee lowest on the seniority list shall be the first laid-off and the last to be recalled.
4. Seniority shall be a major factor in filling work assignments, subject to the Department's need to have experienced employees on each shift. The senior employee's qualifications to perform the duties required shall also be a major factor in filling such assignment.

MEMORANDUM OF AGREEMENT

Between

THE CITY OF SARATOGA SPRINGS

And

THE SARATOGA SPRINGS POLICE PROTECTIVE AND  
BENEVOLENT ASSOCIATION

2/17/00  
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25380 POL

Whereas the City of Saratoga Springs (hereinafter the City) and the Saratoga Springs Police Protective and Benevolent Association (hereinafter the PBA) are parties to a Labor Relations Contract for the period January 1, 1997 through December 31, 1999 and have been engaged in negotiations for a successor Contract, and

Whereas the parties have reached an agreement to settle the terms of a successor Contract

Now therefore in consideration of the mutual agreements herein and in accordance with the policies set forth in the Taylor Law, it is hereby agreed that the current Contract shall be extended to cover the period January 1, 2000 through December 31, 2001 and shall be modified as follows:

- 1) Effective January 1, 2000, salaries shall be increased by 3% above the 1999 rates.
- 2) Effective January 1, 2001, salaries shall be increased by 3% above the 2000 rates. (a copy of the salary schedule for 2000 and 2001 is attached hereto)
- 3) Effective January 1, 2000, clothing allowance for the patrol division shall be \$600.00 per year. Clothing allowance for the investigative division shall be \$675.00 per year.
- 4) Effective January 1, 2000, shift differential for members working the 4 PM – 8 PM shift shall be \$.80 per hour. Shift differential for members working the 12 AM – 8 AM shift shall be \$1.20 per hour. Shift differential will no longer be paid on an overtime basis. This item will not be retroactive but shall commence on the first day of the new pay period after this agreement has been signed by both parties.
- 5) Effective January 1, 2000, all members shall be allowed 18 days per year (at one and one half days per month) for absence due to illness or disability including up to 6 days for personal leave.
- 6) Effective January 1, 2000, the City shall provide a Vision Plan of the PBA's choosing not to exceed a cost of \$12,000.00 per year.
- 7) Effective January 1, 2000, any member, whether or not they are required to comply with the standards set forth in Article XVI, Section 2 C, who passes said standards, shall be entitled to a "Fitness Day" off. This day will be scheduled and administered the same as a Contract Day.
- 8) Effective January 1, 2000, all members, regardless of assigned shift, shall be afforded the day off with pay while serving jury duty.

- 9) Effective January 1, 2001, upon completion of twenty years of police service and for every year thereafter, members longevity shall increase by \$100.00. Therefore, a member with twenty years of police service would receive \$1,900.00. A member with twenty - one years of police service would receive \$2,000.00, etc.

## APPENDIX A

### ANNUAL SALARY SCHEDULES

	<u>January 1, 2000</u>	<u>January 1, 2001</u>
Start	30,720.00	31,642.00
One year	31,687.00	32,638.00
Two year	32,978.00	33,967.00
Three year	33,996.00	35,016.00
Four year	40,604.00	41,822.00
Five year	41,349.00	42,679.00
Six year	42,249.00	43,516.00
Seven year	43,154.00	44,449.00
Ten year	44,033.00	45,354.00
Investigator	45,728.00	47,100.00
Senior Investigator	46,577.00	47,974.00
Sergeant	48,734.00	50,196.00

CITY OF SARATOGA SPRINGS

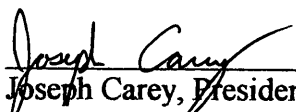
Dated: 2-16-00

  
Kenneth Klotz, Mayor

*Per Council Approval*  
2/15/2000

SARATOGA SPRINGS PBA

Dated: 02-16-00

  
Joseph Carey, President

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MEMORANDUM OF AGREEMENT  
between  
CITY OF SARATOGA SPRINGS  
and  
CITY OF SARATOGA SPRINGS FIREFIGHTERS UNION  
LOCAL 343, IAFF, AFL-CIO

DEF 0 1 2000

EXECUTIVE DIRECTOR

Whereas the City of Saratoga Springs (hereinafter the City) and the City of Saratoga Springs Firefighters Union, Local 343, IAFF, AFL-CIO (hereinafter the Union) are parties to a Labor Relations Contract for the period January 1, 1998 through December 31, 1999 and have been engaged in negotiations for a successor Contract; and

Whereas the parties have reached an agreement to settle the terms of a successor Contract;

Now therefore in consideration of the mutual agreements herein and in accordance with the policies set forth in the Taylor Law, it is hereby

AGREED that the current Contract shall be extended to cover the period January 1, 2000 through December 31, 2001 and shall be modified as follows:

1. Effective January 1, 2000, salaries shall be increased by 3% above the 1999 rates.
2. Effective January 1, 2001, salaries shall be increased by 3% above the 2000 rates.
3. A copy of the salary schedule for 2000 and 2001 is attached hereto.
4. A new longevity schedule shall be added to Appendix A, effective January 1, 2000, as follows:
  - (a) Upon completion of five (5) years of service - Three hundred fifty dollars (\$350.00) per year. )



(b) Upon completion of ten (10) years of service - Seven hundred dollars (\$700.00) per year.

(c) Upon completion of fifteen (15) years of service - One thousand fifty dollars (\$1050.00) per year.

(d) Upon completion of nineteen (19) years of service - One thousand four hundred dollars (\$1400.00) per year.

5. A new longevity schedule shall be added to Appendix A effective January 1, 2001, as follows:

(a) Upon completion of five (5) years of service - Four hundred fifty dollars (\$450.00) per year. )

(b) Upon completion of ten (10) years of service - Nine hundred dollars (\$900.00) per year.

(c) Upon completion of fifteen (15) years of service - One thousand three hundred fifty dollars (\$1350.00) per year.

(d) Upon completion of nineteen (19) years of service - One thousand eight hundred dollars (\$1800.00) per year.

(e) Upon completion of twenty (20) years of service and for every year thereafter, members will receive a longevity increase of One hundred dollars (\$100.00) per year for each year completed in excess of twenty (20) years, in addition to the nineteen (19) year longevity payment.

6. Effective January 1, 2000 clothing allowance [Article VII(d)] shall be \$600.00 per year.

7. Effective January 1, 2000, the attached new Article XVIII shall be added to the Contract (EMS program).

8. Effective January 1, 2000, change Article VIII (4) to reflect that each member of the Department shall be granted a maximum of six (6) eight (8) hour days with pay each year for personal leave on request to the Department. Such leave may be taken in multiples of two (2) hours each.


9. Appropriate changes in the dates referred to in Article I and Article VII(a) of the Contract shall be made.

10. Except for the modifications agreed to herein, the 1998-1999 Contract shall be continued without change.

11. The execution of this Agreement shall not be deemed to constitute a waiver of the Union's right to continue negotiations relative to its proposals on health and safety (#17) or standard operating procedures (#19).

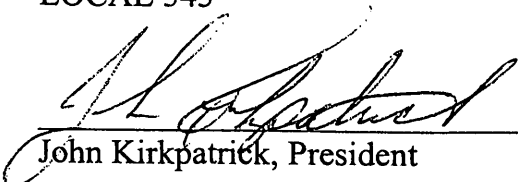
CITY OF SARATOGA SPRINGS

Dated: 2-17-00

  
Kenneth Klotz, Mayor  
*Per Council approval*  
*2/15/2000*

LOCAL 343

Dated: 2/17/00

  
John Kirkpatrick, President

## APPENDIX A

### SALARY STRUCTURE

<u>Position</u>	<u>January 1, 2000</u>	<u>January 1, 2001</u>
Captain (3 years)	\$52,899	\$54,486
Captain	\$51,014	\$52,544
Lieutenant	\$46,489	\$47,884
Firefighter (10 years)	\$43,104	\$44,398
Firefighter (7 years)	\$42,200	\$43,466
5th Increment (6 years)	\$41,247	\$42,485
4th Increment (5 years)	\$40,443	\$41,656
3rd Increment (4 years)	\$38,607	\$39,766
2nd Increment (3 years)	\$37,450	\$38,573
1st Increment (2 years)	\$36,098	\$37,181
Starting Salary	\$34,888	\$35,935

## ARTICLE XVIII

### Emergency Medical Services (EMS)

#### Section 1 - Statement of Commitment

Both the City and the Union recognize the importance of the EMS program operated by the Saratoga Springs Fire Department. Both parties are committed to the purpose of delivering this service at the highest level of professional standards.

Job Descriptions, Definitions and Qualifications:

EMS Coordinator: See attached sheet.

Quality Improvement Person: See attached sheet.

DEPARTMENT LAB INSTRUCTORS: 1 per shift, see attached sheet.

#### Section 2 - Enrollment in EMS Courses

If a limited number of members are allowed to enroll in an EMT or AEMT course, the EMS Coordinator shall post the course schedule and request a sign up of all interested members wishing to take the course. The EMS Coordinator will then advise the eligible members who meet the minimum requirements of the course they will be attending with the final determination being based on seniority within the Department. All such courses shall be treated as compulsory courses and members will be compensated accordingly.

The City of Saratoga Springs through the Fire Chief and the EMS Coordinator, will, on or about January 1st and July 1st of each and every year, publish in each fire station, a list of names showing all members who possess an EMT and/or an AEMT certification and respective expiration dates of said certificate.

The City through its Fire Chief or EMS Coordinator agrees that it shall cause a written notification letter or memorandum to be issued to each individual EMT and/or AEMT, at least 6 months prior to the expiration of said members EMT/AEMT certification, notifying said members of their expiration date.

Recertification in the EMS program at the EMT level or AEMT level will be treated as a compulsory course and the City shall give the members of the program the option of recertifying in the EMT and/or AEMT program in the following ways:

1. Regular refresher course where participant will be compensated accordingly for the entire length of the course.
2. Successfully passing the challenge test or attending rapid recertification where participant will be compensated for all time spent.
3. Participating in the EMT Pilot Recertification Program in accordance with DOH regulations and standards where participant will be compensated for all time spent.

Section 3 - Compensatory time earned by attendance at EMS courses prior to the year 2000 may be cashed in, at the member's option, on an annual basis, with 30 days notice to the Department, to a maximum of 40 hours.

Job Description  
Saratoga Springs Fire Department  
Lab Instructor

Minimum Requirements per NYS-DOH:

- Complete a NYS-EMS application form.
- NYS Certified EMT or above.
- Score of 80% or greater on the NYS-EMT certification exam most recent to course application.
- Minimum of one year experience actively treating patients in a pre-hospital environment.
- Provide a letter of introduction from an I/C or course sponsor supporting course admission.

Duties and Responsibilities:

The duties of Certified Lab Instructor will be assigned to existing Fire Department positions by seniority bid and will be performed on a part-time basis. Instructors will function under the direct supervision of the Chief and EMS Coordinators and be assigned a specific shift. Duties shall include, but are not limited to the following:

1. Review and train assigned shift in practical station skills. Each station must be covered at least once each year. Coordinator is responsible for scheduling.
2. Assist in inventory control.
3. Assist in the Fire Department's EMT recertification training.

The position of Department Lab Instructor will carry a pay stipend of \$500.00 annually for each instructor and no overtime will be paid for performance of the duties. The position will be reviewed and evaluated each year to insure quality of instruction.

Presently there are 4 positions, one for each shift.

Job Description  
Saratoga Springs Fire Department  
Quality Improvement Individual

Minimum Requirements:

- NYS Certified EMT-D or above.

Duties and Responsibilities:

The duties of the Quality Improvement Individual will be assigned to an existing Fire Department position by seniority bid and will be performed on a part-time basis. This individual will function under the direct supervision of the Chief and EMS Coordinator. Duties shall include, but are not limited to, the following:

1. Chair Department's Quality Improvement Committee.
2. Review all Department PCR's.
3. Insure that the Department adheres to REMO QI standards.
4. Instruct members with deficiencies.
5. Conduct 2 in service training sessions for each shift annually.
6. Meet with Department's medical advisor.
7. Maintain a log of activities.

The position of Quality Improvement Individual will carry a pay stipend of \$2,000.00 annually and no overtime will be paid for the performance of the duties. The position will be reviewed and evaluated each year. All things being equal, seniority shall prevail.

Job Description  
Saratoga Springs Fire Department  
EMS Coordinator

Minimum Requirements:

- NYS Certified EMT or above.
- AHA CPR Instructor or complete as soon as possible.
- Computer with database and processor program courses as available.
- Rank of Lieutenant or higher.
- Minimum five years as a firefighter with the Saratoga Springs Fire Department.

Duties and Responsibilities:

The duties of EMS Coordinator will be assigned to an existing Fire Department position by seniority bid and will be performed on a part-time basis. Duties will be performed after working hours (8 a.m. - 4 p.m.) and on days off. The Coordinator will be under the direct supervision of the Fire Chief. Duties shall include, but are not limited to, the following:

1. Prepare and submit budget requests for training and equipment purchase and/or replacement.
2. Develop and maintain a system of inventory control and ordering for all EMS equipment and supplies.
3. Represent the Saratoga Springs Fire Department on the County EMS Council and the Saratoga Hospital Liaison Committee.
4. Develop and chair the Department's Quality Assurance Committee.
5. Organize and schedule EMS-related training. This shall include CPR and refresher training. It may be necessary for the Coordinator to teach some of the training.
6. Act as a liaison between the Saratoga Hospital, the Emergency Corps and any other organizations or persons having business with the Department pertaining to EMS.
7. Compile any statistical or financial data as may be required by the Department regarding EMS and computerize same.
8. Develop and maintain adequate records of all Department personnel related to EMS.
9. Develop specifications for the purchase of new equipment.
10. Maintain a log of activities.

This position will carry a pay stipend of \$5,000.00 annually and no overtime will be paid for the performance of the duties. The position will be reviewed every six months by the EMS committee and the Commissioner of Public Safety.

All candidates shall be willing to certify as an AHA CPR Instructor and shall maintain that certification for as long as they hold the Coordinator position.