

AGREEMENT

between the

CITY OF FULTON

and the

FULTON POLICE

BENEVOLENT ASSOCIATION, INC.

for

January 1st, 2021 to December 31st, 2024

Amended for January 1st, 2024



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. Recognition and Unchallenged Representation	
1.1 Recognition	
1.2 Unchallenged Representation	
2. Definitions	
3. Benefits Preserved	
4. Grievance Procedure	
4.1 Purpose	
4.2 Definitions	
4.3 Representation	
4.4 Procedures for Processing Grievances and Grievance Appeals	
4.5 Procedures Applicable to Arbitration	
4.6 Time Limits	
4.7 Fees and Expenses	
4.8 Time Limits	
5. Discrimination Policy	
6. Personnel Files	
7. Legal Counsel	
8. Safety Committee	
9. Copies of Laws	
10. Changes in Rules and Regulations	
11. Vacancies and Civil Service Examinations	
11.1. Vacancies	
11.2. Civil Service Examinations	
12. Duty	
13. Work Schedule	
13.1. Hours	
13.2. Schedule	
14. Travel Allowances	
14.1. Definitions	
14.2. Meal Reimbursement	
14.3. Mileage Reimbursement	
15. Educational Benefits	
15.1. Associate’s or Bachelor’s Degree	
15.2. Graduate School	
15.3. Payment	
16. Conferences, Meetings and Recognition	
16.1. Police Conference	
16.2. Fire and Police Commission	
16.3. Recognition	
17. Uniform, Clothing, Training and Equipment	
18. Legal Holidays	

18.1. Eleven Days Salary	
18.2. Compensatory Time	
18.3. List of Dates of Legal Holidays	
19. Vacation	
19.1. Definitions	
19.2. Schedule	
19.3. Vacation Request	
19.4. Personal Days	
19.5 Entitlement at termination	
20. Sick Leave	
20.1. Definition	
20.2. Prior to 172 Days	
20.3. After 172 days	
20.4. Pregnancy	
21. Family Medical Leave Act	
22. General Municipal Law Section 207-c	
23. Direct Compensation	
23.1. Salaries	
23.2. Shift Differential	
23.3. Payroll deduction and Pre/Post Tax Savings Plan	
23.4. K-9 Duty Compensation	
23.5. Lateral Transfers	
23.6. Field Training Officer Compensation	
24. Overtime and Compensatory Time	
24.1. Eligibility	
24.2. Definitions	
24.3. Work on a legal holiday	
24.4. Holiday(s) granted by the mayor	
24.5. Hours and Length of Accumulation	
25. Extra Duty	
25.1. Definition	
25.2. Meal Period Duty	
25.3. Compensation	
25.4. Out of Title and Officer-in-Charge Pay	
25-A. Minimum Staffing	
25-B. "Five-Man" Agreement	
26. New York State Retirement	
26.1. Section 384d, Special 20 year plan	
26.2. Section 375-l, Improved Career plan	
26.3. Retirement Severance Pay	
27. Health Care Benefits	
27.1. Medical Plans Available	
27.2. Medical Benefit Selection	
27.3. Prescription Coverage	
27.4. Dental Plans Available	
27.5. Dental Benefit Selection	
27.6. Employee Contributions	

27.6a. Health Care Insurance Buyout	
27.7. Health Care Benefits after Retirement	
27.8. Replacement of Eyeglasses, Contact Lenses and Dentures	
27.9 Personal Property Loss	
28. Life Insurance	
29. Death Benefit	
29.1. Plan 360-b	
29.2. Bereavement Leave	
30. Negotiations	
31. Saving Clause	
32. Management Rights	
33. Conclusion of Collective Negotiations	
34. Legislative Action	
35. Copies of Agreement	
36. Disciplinary Procedure	
37. Notice to Modify or Amend Agreement	
38. Duration	
Signature Page	
APPENDIX A-2024 Wage Scale	
APPENDIX B-Family Medical Leave Act	
APPENDIX C-General Municipal Law Section 207-c Procedures	
APPENDIX D-PBA side letter reference	

ARTICLE 1

Recognition and Unchallenged Representation

1.1 Recognition

The city, pursuant to the certification of the New York State Public Employment Relations Board recognizes the Fulton Police Benevolent Association, Inc. the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for employees serving in any position, except those clerical positions represented by the CSEA, in the Police Department of the City of Fulton, New York.

1.2 Unchallenged Representation

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

ARTICLE 2

Definitions

2.1 For the purposes of this Agreement the following terms shall be defined as provided by the Article:

- a. "City" shall mean the City of Fulton, New York.
- b. "Employee" shall mean a person serving as a sworn officer in the Police Department, excluding the Chief of Police and clerical positions represented by the CSEA.
- c. "PBA" shall mean the Fulton Police Benevolent Association, Inc.
- d. "Department" shall mean the Police Department of the City of Fulton.
- e. "Seniority" shall mean length of continuous service with the Employer. Continuous service includes only those periods when an employee is on the employer's active payroll and those periods when an employee is:

1. On a leave of absence, or
2. On layoff, or
3. Absent from and unable to perform the duties of his/her position by reason of disability resulting from illness or occupation related injury or disease, or
4. Such other periods of service, if any, as the Civil Service Law requires to be treated as a part of the employee's continuous service.

ARTICLE 3

Benefits Preserved

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

ARTICLE 4

Grievance Procedure

4.1 Purpose

The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances. The City, PBA and employees shall endeavor initially to resolve grievances informally when feasible.

4.2 Definitions

- a. A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.
- b. The term grievance shall also mean a claim of an arbitrary, capricious, improper or unjust action that may arise under any rule, regulation, or administrative order of the City, or its agents, exclusive of Section 75 of the New York State Civil Service Law.
- c. A grievance shall also constitute a challenge to a Notice of Discipline, as set forth in Article 36 below.

4.3 Representation

The PBA shall have the exclusive right to represent any employee, upon his/her request, at any step of the grievance procedure, provided however, that the individual employee may, upon notice of the PBA, initiate and represent himself/herself in processing his/her own grievance at Step 1; provided further however, no resolution of an individually processed grievance shall be inconsistent with this Agreement, and for this purpose the PBA shall receive prior notice, and a reasonable opportunity to be heard, on the resolution of any grievance so processed at Step 1.

4.4 Procedures for Processing Grievances and Grievance Appeals

a. Step 1

A grievance shall be filed in writing by an employee or the PBA, as appropriate, at Step I with the Chief of Police within ten (10) calendar days following the act or omission giving rise thereto, or the date on which the employee first knew or reasonably should have known of such act or omission if that date is later. The Chief of Police shall conduct a review and shall issue a response in writing within seven (7) calendar days after receipt of the grievance.

b. Step 2

If the response at Step 1 does not resolve the grievance, the grievant or the PBA, as appropriate, may appeal the Step 1 response by filing an appeal with the Mayor or his designee within fourteen (14) calendar days after receipt of the Step 1 response, a copy of which will also be given to the Chief of Police. Such an appeal shall be in writing and shall include a copy of the grievance filed at Step 1, a copy of the Step 1 decision and a short, plain statement of the reasons for disagreement with the Step 1 decision. The Mayor or his/her designee shall conduct a review and issue a response in writing to the grievant and the PBA within fourteen (14) calendar days after receipt of the appeal.

c. Step 3

If the response at Step 2 does not resolve the grievance, the PBA, through its President or his/her designee, may proceed to arbitration by filing within fourteen (14) calendar days after receipt of the Step 2 response from the Mayor, a notice in

writing of intent to proceed to arbitration. The notice of intent to proceed to arbitration must include a proposed statement of the issue to be decided.

4.5 Procedures Applicable to Arbitration

a. Selection of Arbitrators-An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Board (PERB).

4.6 Authority of Arbitrator

1. The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this Agreement. He/She shall confine his/her decisions solely to the application and/or interpretation of this Agreement.

2. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

d. Arbitrability

1. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall have the authority initially to determine whether or not the issue in dispute is arbitrable under the express terms of this Agreement. Once a determination that an issue is arbitrable has been made, the arbitrator shall proceed to determine the merits of the issue(s) submitted to arbitration.

e. Time and Place of Hearing

1. The arbitrator shall hold the hearing in Fulton unless otherwise agreed to by the parties within fourteen (14) calendar days of his/her acceptance of his/her selection or as soon thereafter as is practicable and shall issue his/her decision within thirty (30) days of the close of the hearing unless additional time is agreed to by the parties.

f. Effect of Decision

1. The decision or award of the arbitrator shall be binding.

4.7 Fees and Expenses

1. All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

4.8 Time Limits

- a. All the time limits contained in this Article may be extended by mutual agreement of the parties. Any such extensions shall be in writing.
- b. The failure of the City to meet deadlines specified herein shall permit advancing the matter to the next step. The failure by the grievant or the PBA to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance.

ARTICLE 5

Discrimination Policy

- 5.1 The City agrees to continue its established policy prohibiting all forms of illegal discrimination regarding race, creed, color, religion, national origin, sex, age or disability.
- 5.2 The PBA agrees to continue its established policy prohibiting all forms of illegal discrimination regarding race, creed, color, religion, national origin, sex, age or disability.
- 5.3 The City and PBA shall not deliberately discriminate against an employee as a result of the proper exercise of his/her rights guaranteed by the Public Employees' Fair Employment Act. The City shall not discriminate against any member on account of his/her membership or non-membership in, or duties on behalf of the PBA.
- 5.4 Claims of illegal discrimination under this Article shall be subject to state and federal procedures established for such purpose and shall not be subject to provisions of the Grievance Procedures of this Agreement.

ARTICLE 6

Personnel Files

- 6.1 Each employee shall be appraised of any information to be placed in his/her file and shall initial such material before it is filed. The employee will have the right to submit a rebuttal statement, said statement shall become a part of any information being placed in that employees file. The Fire and Police Commission shall not consider any information contained therein unless such material has been initialed.
- 6.2 Each employee shall be allowed to view their personnel file upon notice and in a reasonable time.
- 6.3 Each employee shall be notified within ten (10) days of their personnel file being requested by a FOIL request and to the information the City intends to turn over in response to the request.

ARTICLE 7

Legal Counsel

- 7.1 In the event an employee is faced with a civil claim arising out of an incident in the discharge of his/her duties, within the scope of his/her employment with the Department, the City shall provide legal counsel for his/her protection and shall hold the employee harmless from any financial loss.

ARTICLE 8

Safety Committee

- 8.1 The City agrees that it will establish a Safety Committee to review the safety and health conditions in the Department. The Safety Committee shall be comprised of five (5) members, two (2) each of whom shall be designated by the City and two (2) by the PBA. The fifth member shall be the Executive Assistant to the Mayor.

The committee will be free to inspect any equipment used in the performance of police work or other work of the Department and shall have the right to consult outside skilled sources for advice and opinions. Upon request of either party, the Safety Committee shall investigate to determine whether or not a health or safety hazard exists. If a majority of the committee believes that a piece of equipment or apparatus is in unsafe condition and hazardous to life and limb, the committee shall make recommendations for the solution of the hazard to the City. In such case and pending corrective action, employees who otherwise would be required to utilize such equipment or apparatus shall refrain from doing so until a majority of the committee is satisfied that the hazard has been removed.

ARTICLE 9

Copies of Laws

9. The City shall maintain at least one up to date copy of NYS Penal Law, Criminal Procedure Law, Vehicle & Traffic Law and Family Court Act. Said copies may be in hard copy form or digital form at the discretion of the Chief of Police or his/her designee.

ARTICLE 10

Changes in Rules and Regulations

- 10.1 The City agrees to effect any changes in current rules and regulations of the Police Department which are in conflict with this Agreement and in the event of any inconsistency or conflict with such rules and regulations the provisions of this Article shall apply.
- 10.2. In the event the city begins or enters into a discussion and or process of any kind regarding the reform, consolidation or disbandment of the City of Fulton Police Department, the city agrees to immediately notify the PBA and to include the PBA in any discussion or process. If any committee is formed regarding reforming, consolidating or disbanding the police department, at least two members of the PBA will be included on said committee.

ARTICLE 11

Vacancies and Civil Service Examinations

11.1 Vacancies

- a. The City agrees to maintain an eligibility list for all positions in the Police Department. Said list will be maintained and kept up to date at all times.
- b. The City agrees to schedule and hold without undue delay Civil Service examinations necessary to fill any vacancy in the Police Department. The City agrees to fill vacancies within thirty (30) days, whenever qualified personnel are available. The City agrees to fill promotional vacancies within thirty (30) days,

whenever qualified personnel are available. Entry level vacancies shall be filled within ninety (90) days or the next available academy, whichever is later.

- c. The City agrees to maintain a minimum complement of 34 employees.

11.2 Civil Service Examinations

- a. Where there are three (3) or less candidates qualified to take a promotional examination, the appointing officer shall request the Civil Service Commission to open the examination to two (2) grades below the opening grade so as to insure at least three (3) candidates are eligible to take said examination.
- b. Each employee shall be granted the necessary time off, without loss of pay, for the purpose of taking a departmental Civil Service examination. Such time off shall include the 11:00 P.M.(2300 hours) to 7:00 a.m. (0700 hours) shift prior to the scheduled examination day.
- C. The City will pay all required fees related to the promotional exams.
- d. Each employee who is granted the 11:00 P.M.(2300 hours) to 7:00 a.m. (0700 hours) shift off to take an examination will be expected to make a good faith effort at passing the examination. This attempt will be demonstrated by applying themselves to the examination for a minimum of one (1) hour. Failure to comply with this time requirement will result in the employee forfeiting eight (8) hours vacation or other compensatory time.

ARTICLE 12

Duty

- 12.1 Employees are subject to duty twenty-four (24) hours per day, seven (7) days a week, and any action taken by an employee on his/her time off, which would have been taken by an employee on active duty if present or available, will be considered official action, and the employee shall have all the rights and benefits concerning such action as if he/she were then on active duty.

ARTICLE 13

Work Schedule

13.1 Hours

No employee shall be scheduled to work more than one (1) eight (8) hour shift in any given twenty-four (24) hour period, or more than forty (40) hours in any consecutive seven (7) day period.

13.2 Schedule

- a. The shift schedule now in effect shall continue in effect, except that the holiday schedule shall conform to the present shift schedule.
- b. Each employee shall have as a minimum one (1) weekend off out of every three (3). Except for an emergency an employee shall be given forty-eight (48) hours notice of a change in schedule. Personal change of shifts shall be permissible only with prior approval of the Chief of Police or his/her designated representative.
- c. The City agrees not to switch the work schedule of a member on the regular scheduled work day immediately preceding a previously scheduled vacation day. Further, the City agrees not to switch a member on the next regularly scheduled work day following a previously scheduled vacation day, unless agreed upon by the member. Should a member request vacation after the switch is made this exclusion does not apply.
- d. The city agrees not to switch a member for less than the number of workdays in between said member's days off, unless agreed upon by the member. (Example: If a member is currently working the "four day on " or "three day on " portion of the schedule the member must be switched for all four days or three days) Any long term/permanent switch of the work schedule or switch of crews will be at the
- e. Discretion of the Chie for his designee.

ARTICLE 14

Travel Allowances

14.1 Definitions

- a. Travel allowances shall be defined as reimbursable expenses for travel outside the City for schooling, court appearances or job-related training, required by virtue of an employee's job.
- b. Reimbursable expenses shall be defined as mileage allowance, lodging expense and meals while on designated duty or training outside the City.

14.2 Meal Reimbursement

Employees who are on designated duty or training outside the City during a meal period shall be reimbursed up to a maximum of Forty Five Dollars (\$45.00) per day, upon presentation of paid receipts. This provision shall not apply to officers undergoing the required Basic Course for Police Officers at a police academy following their appointment to the Department.

14.3 Mileage Reimbursement

An employee shall be entitled to mileage reimbursement at the existing IRS rate when authorized to use their personal vehicle for required travel outside the City, if and when transportation is not provided by the City. This provision shall not apply to officers undergoing the required Basic Course for Police Officers at a police academy following their appointment to the Department.

ARTICLE 15 Educational Benefits

15.1 Associate's or Bachelor's Degree

The City agrees to reimburse fifty percent (50%) of the cost of tuition, books, and fees of any employee attending and successfully completing any courses leading either to an Associate's Degree or Bachelor's Degree. The fifty percent (50%) reimbursement of tuition shall be based on the total tuition cost of attending a State University of New York (S. U.N. Y.) school, regardless of the physical or online school attended. The City shall make full reimbursement to the employee upon submission of the following by the employee, to the Chief of Police:

- A. Proof of registration in educational institution.
- B. Statement from educational institution as to student's major.
- C. Statement from educational institution as to courses required for major.
- D. Proof from employee of successful completion of courses.
- E. Statement from employee of actual cost of tuition, books and fees.
- F. Written approval from the Mayor and the Chief of Police.

15.2 Graduate School

Employees attending graduate school and successfully completing courses shall receive fifty percent (50%) reimbursement from the City, for the cost of tuition, books and fees. The fifty percent (50%) reimbursement of tuition shall be based on the total tuition cost of attending a State University of New York (S. U.N. Y.) school, regardless of the physical or online school attended. The City shall make full reimbursement to the employee upon submission of the following by the employee to the Chief of Police:

- A. Proof of registration in a graduate school.
- B. Proof that a course is graduate level.
- C. Proof from employee of successful completion of courses.

D. Written approval from the Mayor and the Chief of Police to attend Graduate School.

15.3 Payment

In order to receive reimbursement for courses set forth above, the employee must receive a grade C or better. An employee must receive written approval of the Chief of Police and the Mayor to attend the course.

ARTICLE 16

Conferences, Meetings and Recognition

16.1 Police Conference

Four (4) members of the PBA shall be granted employee organization leave to attend the annual Police Conference of New York convention. The sum of three hundred dollars (\$300.00) will be paid for each employee's expenses by the City. Relief to attend the convention will begin at 2300 hours the day prior to when the convention begins.

16.2 Meetings of the Fire and Police Commission

Meetings of the Fire and Police Commission shall be conducted in accordance with the State Open Meeting Law.

16.3 Recognition

The annual Awards and Commendations ceremony and other departmental recognition programs will remain in effect. The PBA is not responsible for the organization or financing of these ceremonies or programs unless otherwise approved by the PBA.

ARTICLE 17

Uniform, Clothing, Training and Equipment

- 17.1 All new employees of the Police Department will be furnished by the City with all necessary uniforms and equipment required to complete the Basic Course for Police Officers at a police academy.
- 17.2 Employees will keep the issue up to date at all times. Issue is defined as items listed in Section 17.5 and Police Related Equipment and clothing used by members on and off duty.
- 17.3 The City shall replace all uniforms and equipment items necessary in the line of duty of an employee that are lost, damaged or destroyed beyond repair in the line of duty.

17.4 Annual Allowance

- a. Each employee shall receive an annual uniform, clothing, training and equipment maintenance allowance of seven hundred twenty five dollars (\$725.00) from the City. Members must complete the probationary period of one year before they are eligible. Once their probationary period is complete, they will receive the annual allowance when it is paid in January of the following year regardless of when their probationary period ends.
- b. The City shall pay the said allowance no later than January 17th of each year, to each employee who is present in a duty status, upon their individual certification that the moneys will be properly used pursuant to this section. Should an employee not be working due to sickness or work related injury on the date the annual allowance is paid, the payment will be held until the employee returns to duty status.

Amended 01/01/2024

17.5 Uniform and Equipment Issue

- a. The following items shall be issued upon successful completion of the Basic Course for Police Officers at a police academy:

-3 pairs of pants	-3 long sleeve blue shirts
-2 short sleeve blue shirts	-1 pair of black shoes
-1 police hat	-1 turtleneck or mock
-1 badge	-1 black necktie
-1 gun belt & holster	-1 raincoat
-1 pair of handcuffs, case & key	-1 hatshield

- 1 O.C. Spray
- 1 set of traffic box and building keys
- 1 bullet proof vest & extra shell
- 1 jacket
- 10 department shoulder patches and flag patches
- 1 service pistol
- 1 ammo magazine carrier
- 1 collapsible baton
- 1 police whistle

The following items shall be issued upon successful completion of the employee's probationary period:

- 1 class "A" uniform
- 1 long sleeve white shirt
- 2 badges
- 1 shoulder strap for Sam Browne Belt
- 1 jacket
- 1 police hat

b. Upon leaving employment the employee shall return any issued badge, baton, O.C. spray, keys and ballistic vest. (If said vest is less than 18 months old)

17.6 All police patrol vehicles purchased by the City after December 31, 1981 shall have standard air conditioning.

17.7. The City agrees to pay for the replacement of any member's ballistic vest and carrier that has been damaged or is expired. The member must show proof that the ballistic vest is expired or no longer in functioning condition. The replacement order will be placed six (6) months before the vest expires unless said vest will be replaced by a grant at which time the order will be placed no later than six (6) months after expiration. If a grant is available, the replacement will occur as soon as practicable in regard to the available grant.

ARTICLE 18

Legal Holidays

18.1 ~~Eleven Days Salary~~

~~A. Each employee shall receive an additional lump sum payment on the first pay day in December, equal to eleven (11) days' salary for each employee's respective rank. This sum shall be compensation for the eleven (11) legal holidays, whether or not an employee is required to work on such days.~~

~~B. The lump sum payment to each employee pursuant to Article 18.1a. above, shall be computed and based upon the employee's current year's base salary.~~

~~C. Upon termination of service, all outstanding legal holiday pay will be included in the employee's final pay.~~

~~D. An employee who is the recipient of benefits, pursuant to Section 207-e of the General Municipal Law, shall not be entitled to any payment under this Article for any holiday that occurs during the period that the said 207-e benefits are being paid.~~ —REMOVED 01/01/2024

18.2 Compensatory Time

- a. An employee who works on a holiday, specified in Sections 18.3 and 18.4, shall be entitled to eight (8) hours additional pay at the employee's current hourly rate or equal time off for the hours worked on the holiday at the option of the employee.
- b. For the purposes of this section, compensatory time shall be counted as time worked starting at 11:00 P.M. (2300 hours) the day before the holiday until 11:00 P.M. (2300 hours) the day of the holiday. The alteration of this section shall affect upon ratification of this contract or 11:00 P.M. (2300 hours) on December 31st, 2021, whichever is later.

18.3 List and Dates of Legal Holidays

Subject to the dates of Section 24 of the New York State General Construction Law, the following dates for Legal Holidays are:

Holiday

New Years Day

Martin Luther King Jr. Day *Lincoln's

Birthday

Presidents' Day

Easter

Memorial Day

Independence Day

Labor Day

*Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

NOTE: Per the General Construction Law, if any of the above Holidays falls on a Sunday, both the day of the Holiday and the Monday immediately after will be considered Holidays.

*Denotes days that are not used in computing benefits for Section 18.1 a.

18.4 The City will recognize the hours of 3:00 P.M. (1500 hours) through 11:00 P.M. (2300 hours) on Christmas Eve, December 24th and New Year's Eve, December 31st, of each year as a holiday for every employee who works during those hours.

ARTICLE 19

Vacation

19.1 Definitions

- a. Week — The work week shall be a seven (7) day period beginning Monday and ending Sunday.
- b. Holidays — Holiday(s) occurring during the week's vacation shall not be charged as vacation days whether the employee would be scheduled to work or not to work.

19.2 Schedule

Effective January 1, 2012, employees shall be entitled to vacation with pay according to the following schedule:

After 1 year service — 2 weeks (12 working days)
After 5 years service — 3 weeks (18 working days)
After 10 years of service — 4 weeks (24 working days)
After 15 years of service — 5 weeks (30 working days)

19.3 Vacation Request

- a. Vacation shall be granted according to length of service and written confirmation shall be made within thirty (30) days of vacation request submittal.
- b. The vacation period shall be the calendar year, from the 1st day of January through the 31st day of December.

19.4 Personal Days

Effective January 1, 2012, all members will be entitled to three (3) personal days to be used at the discretion of the member. The same rules apply to personal days off as they do to vacation or compensatory time off.

19.5 Vacation and Personal Time Carry Over

The PBA agrees to cap carry over vacation and or personal time at a maximum of 80 hours per member if the member has sick time totaling 48 hours or less during the year in which the vacation and or personal time will be carried over from. The PM further agrees to cap carry over vacation and or personal time to a maximum 0/40 hours of vacation and or personal time if a member has sick time totaling more than 48 hours during the year in which the vacation and or personal time will be carried over from. The carried over vacation and or personal time must be used before June 1st of the year in which it is carried over. The member will not be paid for any vacation and or personal time in excess of the allowed carry over amount or any carry over vacation and or personal time that is not used before June 1st of the year in which it is carried over. This section shall take effect on January 1st 2022 and June 1st 2022 respectively.

Entitlement at Termination

Vacation earned by an employee during the year in which the employee terminates his/her employment with the City, shall be granted to the employee prior to termination or the employee shall receive payment at the current rate of pay, in lieu thereof, at termination.

Computation of earned vacation shall be as follows:

Entitlement from the Collective Bargaining Agreement (number of days' vacation for the year in which the termination occurs), divided by twelve (months in each year), multiplied by the number of full months worked in the year of termination, equals the number of vacation days earned.

ARTICLE 20

Sick Leave

20.1 Definition

Sick leave is defined as a paid leave, used to provide an employee with compensation during an employee's absence from duty due to illness or injury. Officers shall personally telephone the Desk Officer in Charge prior to taking sick leave, unless physically unable to, in which case a doctor's excuse will be provided. At no time is the member obligated to give a reason for using sick leave for this section (20.1).

20.2 Prior to 172 Days

Present sick leave shall continue in effect, except an employee shall be entitled to sick leave due to illness or injury for a period of no more than one hundred seventy-two (172) consecutive calendar days. The City may request an employee on sick leave for more than five (5) consecutive working days to submit to a physical examination at the City's expense, by a physician chosen by the City. The results of examination shall be made available to the employee.

20.3 After 172 Days

- a. An employee ill more than one hundred seventy-two (172) calendar days must either apply for disability retirement, or at his/her election, may request an unpaid leave of absence which may extend up to one (1) additional year from the date granted, which request shall be granted by the City.
- b. Upon application for disability retirement, the employee's sick leave shall continue in force until his/her disability retirement is determined.

20.4 Pregnancy

- a. Should an employee become pregnant, her fitness for full duty shall be based on the determination of her physician. When the employee's physician determines that she is not fit for full duty, a temporary light duty assignment shall be provided for her, upon receipt of written certification from her physician authorizing such temporary light duty. When the employee's physician determines that she is not able to perform a temporary light duty assignment, she will be placed on sick leave until her physician releases her to return to full duty.
- b. In addition, the employee mother will be granted up to sixty (60) working days at fifty percent (50%) pay after the birth of the child. (Should this language be found to be discriminatory by law, the parties agree the language will be deleted from the Agreement.)
- c. The employee **father** will be granted up to fourteen (14) working days at fifty percent (50%) pay after the birth of the child. (Should this language be found to be discriminatory by law, the parties agree the language will be deleted from the Agreement.)

ARTICLE 21

Family Medical Leave Act

21.1 The provisions of the Family Medical Leave Act shall be administered pursuant to the procedures annexed hereto as Appendix B.

ARTICLE 22

General Municipal Law Section 207-c

22.1 The provisions of the General Municipal Law Section 207-c shall be administered pursuant to the procedures set forth in Appendix C.

ARTICLE 23

Direct Compensation

23.0 Effective and retroactive to January 1, 2021, all salary wage schedules shall be increased by one and one half percent (1.5%). All bargaining member units shall receive retroactive pay from January 1, 2021 to the date of ratification. All members shall also receive a \$750.00 lump sum, not to be applied to the members base pay. Effective January 1, 2024, the wage schedule shall be amended and follow as laid out in appendix A of the CBA. This wage scale will replace the current wage scale listed in Appendix A.

23.1 Salaries

a. Salary Schedule

Effective January 1, 2021 the 2021 salary schedule shall be increased by 1.5%.

Effective January 1, 2022 the 2022 salary schedule shall be increased by 2.5%.

Effective January 1, 2023, the 2023 salary schedule shall be increased by 3% for all patrolman and investigators and 4⁰% for all supervisors and ranks above investigator.

Effective January 1, 2024, the 2024 salary schedule shall be increased by 3.5% for all patrolman and investigators and 4.5% for all supervisors and ranks above investigator. Amended January 1, 2024

b. Hire Rate

All newly hired members and current members shall be compensated in accordance with the attached pay schedule, effective January 1, 2024. ~~appended hereto and referred to as the 2021, 2022, 2023 and 2024 wage schedule.~~ Amended January 1, 2024

c. Longevity Increments

As of January 1, 2001, salary longevity increments shall become effective on the first day of the pay period in which the anniversary date of hire occurs.

23.2 ~~Shift Differential~~

~~An employee working the 1600 — 2400 shift shall receive shift differential of \$.85 per hour. An employee working the 0001 — 0800 shift shall receive shift differential of \$.95 per hour.~~ Removed January 1, 2024

23.3 Payroll Deduction and Pre/Post Tax Savings Plan

- a. Each employee will be allowed to participate at his or her election in a pre or post tax savings plan.
- b. The employee may select any bank or credit union in the County of Oswego, and designate such bank or credit union in writing to the City Chamberlain for payroll deduction and direct deposit. The amount of such deduction and deposit can be changed any time after written request to the City Chamberlain by the employee.

23.4 K-9 Duty Compensation

An employee assigned to K-9 duty shall be compensated one thousand five hundred dollars (\$1,500) annually. Payment to be made in increments of seven hundred fifty dollars (\$750.00) each on the first pay period of June and December.

23.5 Lateral Transfers

Lateral transfers shall only be permitted at Patrol level. The starting salary of a transferee shall be at the discretion of the City, but in no event shall the transferee start at a higher

salary corresponding to his/her years of service as a Civil Service Police Officer. For the purposes of vacation and shift preference, the transferee shall start with zero (0) years of seniority.

23.6 Field Training Officer Compensation

When a certified field training officer (F.T.O.) is assigned to train a recruit he shall be compensated a rate of ten dollars (\$10.00) per day.

23.7 Additional Certifications

Each member certified in or having completed a school in the discipline of evidence technician, supervisor school, field training officer or instructor development will be paid an annual lump sum compensation/stipend in the amount of \$250 annually for each certification or school up to a maximum of \$750 annually. The stipend check will be paid out annually on the second pay day of each year. If the member is currently certified the stipend check will be paid out upon ratification of this contract. A member receiving certification in the middle of the year shall be paid a prorated amount on the second pay day following the year of certification. The prorated amount shall be the total amount of each certification divided by the number of months left in the year after certification. Any partial month in which the certification is achieved will be considered a complete month for the purpose of prorating the stipend pay. For the 2021 contract year an amount equal to one half of the compensation/stipend will be paid in lee of the entire annual amount.

Removed January 1, 2024

23.8 State or National Emergency Hazard Pay

In the event of a declared State or National emergency, such as COVID-19 pandemic, members are entitled to hazard pay of \$600 annually. The payment will be prorated by dividing the total amount by the number of months that the state of emergency stays in affect. Any partial month in which the state of emergency is in affect will be considered a complete month for the purpose of prorating the hazard pay. The city will only pay the hazard pay if the city receives money from the federal, state or county government because of said emergency or state of emergency. Hazard pay shall be paid out at the completion of the state of emergency or in the last paid period of each year, at the discretion of the City.

ARTICLE 24

Overtime and Compensatory Time

24.1 An employee may qualify for compensatory time in the event of work in excess of the normal work day or week, work on legal holidays, or work on holiday(s) granted by the Mayor.

24.2 Definitions

a. Overtime shall be defined as any work in excess of the normal work day or work week, and which does not constitute Extra Duty as defined in Article 25.1.

b. Compensation

1. Any work in excess of the normal work day or work week will be compensated at a rate of time and five-tenths (150%) the employee's rate of pay or by granting compensatory time off in lieu of. Compensatory time off (also referred to as "Overtime Off") will be taken at the option of the employee, pursuant to the "Five-man" agreement between the City and the PBA, herein referred to as Article 25-B of this agreement.

2. Overtime that is required at the end of an employee's shift shall be a minimum time credit of one (1) hour at a rate of one hundred and fifty percent (150%) of the employee's current rate of pay.

3. An employee performing authorized travel outside the City, as defined in Article 14, Section 14.1, shall be credited with a minimum of one (1) hour overtime for the travel portion of each appearance occurring in an overtime status. This provision shall not apply to officers attending the required Basic Course for Police Officers at a police academy.

4. Overtime shall be triggered at the top of the hour.

24.3 Work on a Legal Holiday

An employee who works on a holiday specified in Section 18.3, shall be entitled to pay at the employee's current hourly rate or equal time off. Compensatory time off for holidays worked will be taken at the option of the employee, pursuant to the "Five-man" agreement between the City and the PBA, herein referred to as Article 25-B of this agreement.

24.4 Holiday(s) Granted by the Mayor

An employee who works on a holiday granted by the Mayor, shall be entitled to equal time off within the same calendar year for the hours worked on such holiday, subject to the conditions set forth in the "Five-man" agreement, referred to as Article 25-B of this agreement.

24.5 Hours and Length of Accumulation

An employee's accumulation of compensatory time in excess of one hundred sixty (160) hours shall be paid in cash. All compensatory time not in excess of one hundred sixty (160) hours, may be carried over to the following year without penalty, and shall be recalculated at the employee's current hourly rate for that pay. The maximum allowed payout will not exceed 160 hours.

ARTICLE 25

Extra Duty

25.1 Definition

Extra Duty shall be defined as:

- a. ~~Duty during a meal period; or~~
- b. Duty during scheduled time off or while on vacation; for a special event, court appearance or motor vehicle hearing; or
- c. Emergency as defined by the State of New York; or as declared by the Mayor or Chief of Police; or
- d. Called in to duty; or
- e. Alert standby duty.

~~25.2 Meal Period Duty~~

~~If an employee is on duty during a meal period and cannot get home, the City will endeavor to provide a hot meal, the cost not to exceed \$3.00. "On duty" shall mean those hours worked during a shift holdover of at least three (3) hours and/or an emergency as declared by the Mayor and/or Chief of Police.~~

25.3 Compensation for Extra Duty

Compensation for extra duty shall be at a rate of time and five-tenths (150%) the employee's rate of pay, with a minimum time credit of two (2) hours (call-in/will call). Under no circumstances will extra duty compensation and overtime compensation be paid for the same time period.

25.4 Out of Title and Officer-in-Charge Pay

a. Whenever the officer-in-charge of a shift is absent from duty for a period of more than two (2) hours, and another officer of equal rank does not assume the duties of the officer-in-charge, the most senior police officer of the next lowest rank shall be deemed to be the officer-in-charge, and he/she shall receive the base pay of the next highest rank. This provision shall be limited to one person during each hour of absence. It is understood that subsection a and b of Section 25.4 are mutually exclusive of each other.

b. Whenever a Lieutenant replaces the Deputy Chief or the Deputy Chief replaces the Chief of Police for more than two (2) hours, said Lieutenant or Deputy Chief shall receive an additional eight dollars (\$8.00) per day. This provision shall be limited to eight dollars (\$8.00) per day but may be paid at the rate of one dollar for each hour if more than one lieutenant replaces the Deputy Chief during the shift.

ARTICLE 25-A

Minimum Staffing

25-A The City agrees to maintain one (1) desk officer and a minimum of four (4) police officers for patrol duties during the hours of 7:00 p.m. (1900 hours) to 3:00 a.m. (0300 hours) from June 1st through September 30th of each year. The City also agrees to maintain one (1) desk officer and a minimum of three (3) police officers for patrol duties on all shifts, on all days before June 1st and after September 30th of each year.

A. During the hours of 3:00pm (1500 hours) and 7:00am (0700 hours) the desk officer/supervisor normally assigned to the desk may leave department for patrol/supervisor duties if they are able to do so. Phone calls will be forwarded to a City issued cell phone carried by the desk officer/supervisor. Said cell phone will be purchased and maintained in good condition by the City, for the purpose of receiving forwarded calls from the police department phone system or the 911 call center. The phone may also be used to conduct police department business and will be kept at the front desk of the police department when not in use. Members shall not use the cell phone for personal or unofficial business. The desk officer/supervisor normally assigned to the desk shall not count as a part of the minimum of "police officers for patrol duties " as outlined in article 25-A above.

"Five-Man" Agreement

25-A The "Six-man" agreement was reached by the Chief of Police and the PBA and was placed into writing April 22, 1993. The following are the guidelines agreed upon by the City and the PBA and comprise the new "Five-man" agreement dated February 13, 1995:

1. The members of the Fulton Police Benevolent Association agree that no more than five (5) persons will take a shift off during a twenty-four (24) hour period. This includes both vacation requests, personal time off requests and/or compensatory time off requests. This number will not be affected by officers removed from the schedule for various other duties by the Chief or his designee. This number will not be affected by officers removed from the schedule due to advanced notice sick time or officers out of work or off from work for any other instance relating to the current contract, such as bereavement time off or PCNY convention absence, etc.
2. Members agree to give at least forty-eight (48) hours' notice in written form for requests for vacation and/or compensatory time off, and will be allowed to take such time off, provided that their individual request does not exceed the "fiveman" rule agreed upon by the City and the PBA. In the event that more than one person requests a specific date off, and the number of persons requesting that specific date off surpass the "five-man" rule (this is for requests that are made for time off by more than one person on the same day). A note on the time off request form showing the time the request was made and initialed by a D.O.I.C. will avoid conflicts.
3. The exceptions to the forty-eight (48) hour notice are as follows:
 - a. A request for vacation and/or compensatory time off can be made to the Chief or Deputy Chief on the same day the date is requested if there is a sufficient number of persons working the affected shift. Requests for time off will be granted during a member's shift if the shift has enough personnel working to allow for this. Same day requests can be made over the phone to the Chief or Deputy Chief or in written form. Phone requests must later be supported by the usual written form. Also, same day requests for time off can be made to the desk officer in the event of the Chief's and Deputy Chief's absence.
 - b. Family emergency requests for time off are not subject to the "five-man" off limit or the forty-eight (48) hour notice clause. This request will be allowed or denied at the discretion of the Chief or his designee.
4. The "five-man" off agreement will not be affected by officers absent from the schedule due to injuries, illness or retirements.

5. Training Schedule — Officers scheduled by the Chief or his designee to attend various training schools, and who will be removed from the schedule to facilitate such attendance, will affect the "five-man" agreement. For every two (2) officers scheduled and documented in advance on the schedule, the PBA agrees to decrease the "five-man" agreement by one (1) officer. This will only apply for the time period in which those officers are in actual attendance in such school and prior documentation of their absence was reflected on the schedule. Additionally, this section will only apply to those officers currently in the rotating platoon schedule.

ARTICLE 26

New York State Retirement

26.1 Section 384-d, Special 20 Year Plan

- a. The City shall adopt the 20-year retirement plan prescribed by Section 384-d of the State of New York Retirement and Social Security Law.
- b. There shall be a "one-year average" benefit as set forth in the New York Retirement and Social Security Law.

26.2 Section 375-i, Improved Career Plan

Employees shall be eligible to elect an optional supplemental Plan 375-i, subject to the provision that there is no additional cost now or in the future over the plan in Section 26.1a.

26.3 Retirement Severance Pay

Upon retirement, on or after twenty (20) years of service with the Department, or upon accidental service-connected disability retirement from the Department, an employee shall be paid the sum equal to two hundred dollars (\$200.00) for each completed year of service accumulated as of the date of retirement, whether at or in excess of twenty (20) years of service within the Department, or if for accidental service-connected disability retirement, for each year accumulated at the time of the start of the period of disability leading to retirement.

26.4 New York State Retirement

Eligible members of the City of Fulton Police Department will be afforded the opportunity to buy back up to three years of active military service toward their retirement as defined in article 20 of the Retirement and Social Security Law (RSSL). An eligible member that utilizes this section to qualify with full benefits as defined in their New York State & Local Retirement System tier will be allowed to retire with all rights and privileges which would be

afforded a member who has served twenty (20) years of service with the City of Fulton and the Fulton Police Benevolent Association.

ARTICLE 27

Health Care Benefits

27.1 Plans Available — Medical Benefits

a. Plan 1 — City of Fulton self insured HMO plan, which is a duplication of MVP Healthcare, policy #219069.

b. Plan 2 — City of Fulton self insured indemnity plan which is a duplication of CNA insurance, Policy #1.66030. Major medical deductible is one hundred (\$ 100)/individual/calendar year, one hundred fifty dollars (\$ 150)/family/calendar

- 29 -

year. After the deductible is satisfied, the plan shall pay eighty percent (80%) of reasonable and customary charges of covered benefits, with an unlimited lifetime benefit.

C. Plan 3 — City of Fulton self insured indemnity plan, which is the plan presently provided to I.A.F. Local 3063. Major medical deductible is one hundred dollars (\$ 100)/individual/calendar year, three hundred dollars (\$300)/family/calendar year. After the deductible is satisfied, the plan shall pay one hundred percent (100%) of reasonable and customary charges of covered benefits, with a maximum of two million dollars (\$2,000,000) calendar year/lifetime benefit.

d. Employees hired after the ratification of this agreement will not be eligible for Plan 3 as defined in 27.1 sub C.

27.2 Medical Benefits

a. The City shall provide the three (3) plans listed in Section 27.1 as a cafeteria plan.

b. Every employee shall be able to choose the plan that is best suited for his/her needs.

27.3 Prescription Coverage

The City shall provide prescription coverage with employee co-pay amounts as follows:

Plan 1 - \$5 / \$15 / \$30 Generic/Preferred Brand/Non-preferred Brand

Plan 2 - \$5 / \$15 Generic/Brand

Plan 3 - \$5 / \$15 Generic/Brand

27.4 Plans Available — Dental Benefits

- a. Plan A — City of Fulton self-insured plan, which is a duplicate of Upstate Administrative Service, Inc. (A20050D7)
- b. Plan B — City of Fulton self-insured plan, which is a duplicate of Upstate Administrative Service, Inc. (A20050D6)

27.5 Dental Benefit Selection

- a. The City shall provide the two (2) plans listed in Section 27.4 as a cafeteria plan.
- b. Every employee shall be able to choose the plan that is best suited for their needs.

27.6 Employee Contributions

Current employees shall contribute toward health care insurance premiums through payroll deduction, an amount equal to a percentage of the premium of the health care plan, dental plan, or combination of health and dental plans that they individually choose.

Effective March 13, 2012, all employees shall contribute fifteen percent (15%) of the premium.

27.6 (a) Health Care Insurance Buyout

Officers who opt out of their health care coverage provided by the City of Fulton, shall be entitled in lieu thereof fifty percent (50%) of the cobra rate to be paid annually. All employees reserve the right to re-enroll in the City of Fulton's health insurance plan that is available per the collective bargaining agreement. Employees whose spouse also works for the City will be eligible for \$1,500.00 (single) or \$2,500.00 (family).

27.7 Health Care Benefits After Retirement

The City shall provide the health care benefit options described in Sections 27.1, 27.3 and 27.4 to employees retiring after December 31, 2000, subject to the following:

- a. The retiree was an employee of the City of Fulton Police Department a minimum of 20 years and retired in good standing; or, the retiree was an employee of the City of Fulton Police Department and was injured in the performance of his/her duties or was taken sick as a result of the performance of his/her duties so as to necessitate medical or other lawful remedial treatment.
- b. If the retiree obtains employment, and such employer grants the same or substantially similar benefits as provided herein, the City shall provide no coverage; and
- c. If the retiree's spouse has outside employment, and such employer grants the same or substantially similar benefits as provided herein, the City shall provide no coverage; and
- d. If at any time, Section 27.7(b) or 27.7(c) shall not apply before the retiree attains the age of sixty-five (65), then the City shall provide the benefits as provided herein; and If, at any time, section 27.7(b) or 27.7(c) shall not apply before the retiree's spouse attains the age of sixty five(65), then the City shall provide the benefit options provided herein; and
- e. In no event shall the City provide any benefit under Section 27.7 after the retiree reaches the age of sixty-five (65). In no event shall the City provide any benefits under Section 27.7 to the retiree's spouse after he/she reaches the age of sixty-five (65).
- f. Current employees shall not be required to contribute toward health care insurance premiums after retirement. (See side letter concerning this section.)
- g. Employees hired after January 1, 2001 shall contribute toward health care insurance premiums after retirement in the amount of 10%.
- h. Notwithstanding Section 27.7 (e) above, upon reaching the age of 65, the City will nevertheless contribute the annual sum of two thousand dollars (\$2,000.00) toward a supplemental Medicare policy. This section will only pertain to those current employees who have a minimum of 20 years of service at retirement. This section shall take effect upon ratification of this agreement.

- i. All retirees after the ratification of this agreement who opt out of their health care coverage provided by the City of Fulton shall be entitled, in lieu thereof, to 50% of the current Cobra Rate. All retirees reserve the right to re-enroll in the City of Fulton's Health Insurance Plan that is available to the Collective Bargaining Unit at that time. The City agrees to safe harbor provisions.

27.8 Replacement of Eyeglasses, Contact Lenses and Dentures

The City shall replace any eyeglasses, contact lenses and dentures, if the same are lost or damaged in the line of duty.

27.9 Personal Property Loss

Exclusive of Section 27.8, the City shall establish a Department fund no to exceed three hundred fifty dollars (\$350.00) per annum to cover claims of personal property loss of members while on duty regardless of the amount of claims submitted.

ARTICLE 28

Life Insurance

28.1 Effective January 1, 1995, the City agrees to provide a \$50,000 life insurance policy for each employee.

ARTICLE 29

Death Benefit

29.1

- a. The City shall provide employees with the minimum death benefit Plan 360-b in the amount of \$20,000. Further, the City shall provide to the employees the benefits of Section 361 and 361-a of the Retirement and Social Security Law of New York. All benefits in this section shall be at no cost to the employees.
- b. In the event of death of an employee, the City shall pay for all unused vacation time and personal time (computation of unused vacation time and personal time as define in section 19.5), any and all earned income, balance of the member's compensatory bank, and benefits defined in Article 18 at the member's current rate of pay, no later than (30) calendar days after the death of the member to the listed beneficiary or estate provided to the City in section 29.1 title death benefit plan 360-b.

29.2 Death in Family —

- a. In the event of the death of an employee's or employee's spouse or employee's domestic partner child, step child, mother, father, step-mother, step-father, brother, sister, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee shall receive his/her rate of pay for hours he/she may lose from work, not to exceed three (3) work days, to make funeral arrangements, and carry out other similar family obligations. The employee shall receive one additional day (if they are scheduled to work) to attend the funeral.
- b. In the event that the burial of the relative listed in section a. is not possible at the time of the funeral, the funeral day of bereavement leave may be held until needed for the interment.
- c. In the event of the death of an employee or employee's spouse/ domestic partner's aunt, uncle, niece, nephew, or first-cousin, the employee shall receive one (1) scheduled work day off with pay in order to attend the funeral. If a paid holiday occurs on the day set forth above, the employee shall not be paid for the time not worked on that day under this provision, but shall be paid holiday pay, provided that he/she qualified for said holiday pay.
- d. In the event of extraordinary circumstances involving the death of an above listed family member, or an exceptional distance to travel for the funeral, the employee may request approval from the Mayor or the Executive Assistant to the Mayor, for vacation or additional leave, which if granted, would be charged against the employee's accruals.

ARTICLE 30

Negotiations

30.1 For the purpose of negotiations, members of the PBA negotiating committee shall be granted time off with pay.

ARTICLE 31

Savings Clause

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

ARTICLE 32

Management Rights

32.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the City are retained by it.

ARTICLE 33

Conclusion of Collective Negotiations

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

ARTICLE 34

Legislative Action

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

ARTICLE 35

Copies of the Agreement

- 35.1 The City shall provide forty (40) copies of the Agreement to the PBA within three (3) weeks of signing.

ARTICLE 36

Disciplinary Procedure

- 36.1 In lieu of the procedures set forth in Section(s) 75 and 76 of the Civil Service Law, an officer served with a Notice of Discipline shall have the right to file a grievance, challenging same, pursuant to the procedures set forth in Article(s) 4.4, 4.5, and 4.6.
- 36.2 The decision of the arbitrator shall be final and binding on the City, the Department, the PBA and the officer.

~~ARTICLE 37~~

~~Notice to Modify or Amend Agreement~~

Removed 01/01/2021

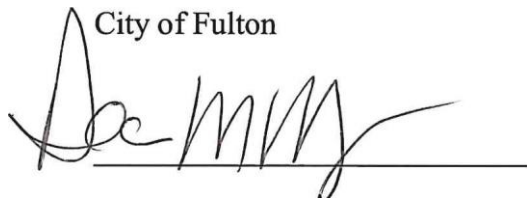
ARTICLE 38

Duration

38.1 This agreement shall be effective for the period from January 1, 2021 to December 31, 2024.

This agreement shall remain in effect until a new agreement has been reached either through contract negotiations or arbitration.

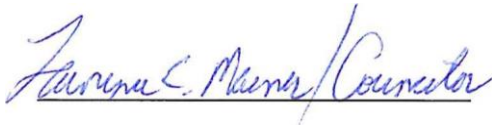
IN WITNESS WHEREOF, and having previously been ratified by both parties, the parties hereto have caused this Agreement to be signed by their respective representatives on this the 1st Day of April 2022.

City of Fulton


Deanna Michaels, Mayor


Councilor

City of Fulton / Title


Councilor

City of Fulton / Title



Jacob Chernesky, PBA President



David Wallace, PBA Vice President



Michael Curtis, PBA Treasurer



PBA Representative



PBA Representative

As of January 1, 2024

Appendix A

	Police Officer	Investigator	Sergeant	Lieutenant	Deputy Chief
Trainee	\$60,029.23 (\$28.86)	X	X	X	X
1	\$60,316.58 (\$29.00)	X	X	X	X
2	\$61,044.45 (\$29.35)	X	X	X	X
3	\$63,772.32 (\$30.66)	X	X	X	X
4	\$66,631.37 (\$32.03)	X	X	X	X
5	\$68,881.87 (\$33.12)	X	X	X	X
6	\$72,454.90 (\$34.83)	X	X	X	X
7	\$75,777.93 (\$36.43)	X	X	X	X
8	\$79,350.96 (\$38.15)	X	X	X	X
9	\$82,377.98 (\$39.60)	X	X	X	X
10	\$90,811.29 (\$43.66)	\$93,885.94 (\$45.14)	\$99,817.07 (\$47.99)	\$105,810.15 (\$50.87)	\$111,060.52 (\$53.59)

Upon promotion to the rank of Investigator, Sergeant, Lieutenant or Deputy Chief, that member will receive the 10 year (max) pay of that rank per the wage scale.

APPENDIX B

CITY OF FULTON

FAMILY AND MEDICAL LEAVE ACT

An employee who has at least 12 months of service with the City and who worked at least 1,250 hours during the previous 12 month period shall be entitled to continuous full-time leave on the birth or adoption of a child; to care for a family member who has a serious health condition; or because of a serious personal health condition which prevents the employee from performing his duties.

- (a) Employees are entitled to one 12 week period during any 12 month period to care for a family member who has a serious health condition. For the purposes of this section, a family member means a spouse, parent (either biological or a person who stood in loco-parentis to the Employee) or a child (biological, adopted, foster child, step child or legal ward who is under the age of 18 and incapable of self-care due to a mental or physical disability).
- (b) Employees are required to provide initial certification of the date the serious medical condition commenced, the probable duration of the condition, and appropriate medical facts to substantiate that the employee is needed to care for the family member with the serious medical condition and assist in their recovery. The City may require recertification on a reasonable basis.
- (c) Employees are entitled to one 12 week leave period during any 12 month period because of a serious personal health condition which prevents the Employee from performing his duties.
- (d) The City may require the Employee to use any accrued paid annual leave for any part of the 12 week period.
- (e) Employees are entitled to health insurance coverage for the 12 week leave period under the same terms and conditions which would apply to the employee had the Employee not taken the leave. If the Employee fails to return after the leave, other than for reason of a continuing serious medical condition, the City may recapture all premiums it paid during the leave.
- (f) Employees taking child care leave shall be entitled to a leave without pay for a six (6) month period. The initial twelve (12) week period will be subject to the terms described above. This leave may be extended an additional six (6) month period upon the recommendation of the Unit Head and approval of the City Executive. When both parents are City employees, the leave may be split into two (2) separate non-concurrent time blocks.

For the balance of the initial six month leave and any extension which might be taken without pay, the Employee is responsible for all health insurance premiums for any elected coverage.

APPENDIX C

PROCEDURE FOR THE ADMINISTRATION OF SECTION 207-c OF THE GENERAL MUNICIPAL LAW FOR THE POLICE DEPARTMENT OF THE CITY OF FULTON

Section 1. INTENT

(a) In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the City of Fulton and the public, the following procedure shall be utilized to make determinations in regard to benefits authorized by Section 207-c.

(b) This procedure is intended to be a supplement to the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-c of the general Municipal Law.

(c) The term "police officer," as used herein, shall include all paid members of the Police Department.

Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

(a) A police officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make written notice and application for those benefits to the Chief, or his designee, within twenty (20) days of when the police officer reasonably should have known that the illness or injury would give rise to the claim on the form which is made a part of this procedure.

(b) The police officer shall provide authorization for the City to obtain copies of his medical records from his treating physician or other health care provider and the City will provide the police officer, without cost, and within five (5) work days from receipt of same, a copy of the records and reports produced by any physicians or other experts who examine the police officer on behalf of the City.

(c) For good cause shown, the above time limits may be extended by the Police Chief.

Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

- (a) The police officer shall be placed on sick leave pending determination of his eligibility for Section 207-c benefits. The determination shall be made within the time provided in Section 4 of this procedure. If the police officer has no available sick leave he may use vacation or compensatory time to remain on the payroll. In the event that a timely determination is not made, the police officer shall be continued in pay status until a determination is made. Time spent on the payroll beyond the initial date for making a determination shall not be charged to the employee if it is determined that he is ineligible for the 207-c benefit.
- (b) In the event that it is determined that the police officer is entitled to Section 207c benefits, the City shall credit back to him all leave which he expended prior to the determination.

- (c) In the event that it is determined that the police officer is not entitled to Section 207-c benefits, he will be permitted to use sick leave, vacation and compensatory time provided he remains medically unable to perform the duties of his position.

Section 4. BENEFIT DETERMINATIONS

(a) The City shall promptly review a police officer's application for Section 207-c benefits and shall determine his eligibility within twenty-one (21) working days after the Chief receives the application.

(b) In determining the application the City may require a more detailed statement from the police officer than that contained on the application. The city may take statements from witnesses and may send the police officer to a physician or physicians of its choice for examination at the City's expense.

(c) The determination of the Chief will be made in writing to the police officer, setting forth the basis for the determination. In the event that the application is denied, the City will simultaneously provide the police officer, without cost, a copy of all medical information produced or acquired by it, in connection with the police officer's application and determination for Section 207-c benefits. The City will continue to provide the police officer with additional medical information subsequently produced or required.

Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Chief, or the Chiefs designee, may assign a disabled police officer specified light duties, consistent with his/her status as a police officer. The Chief, or the Chiefs designee, prior to making a light duty assignment, shall advise the police officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a police officer may submit to the Chief, or the Chief's designee, any document or other evidence in regard to the extent of his/her disability. The Chief, or the chief's designee, may cause a medical examination or examinations of the police officer, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled police officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the police officer's ability to perform a proposed light duty assignment and other pertinent information, the Chief, or the Chief's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. A police officer ordered to light duty shall either comply with the order or face loss of benefits of Section 207-c following a hearing pursuant to Section 7 of this procedure with regard to the police officer's physical ability to perform the light duty assignment. It is understood that assignment to light duty is in the nature of a "make work" assignment and that a police officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time. Nothing contained herein shall require the City of Fulton or its Police Department to create light duty assignments.

Section 6. TERMINATION OF BENEFITS

- A. Benefits provided by Section 207-c of the General Municipal Law shall terminate upon the employee being retired pursuant to a service retirement, an accidental disability retirement or a performance of duty disability retirement as set forth in the Retirement and Social Security Law. This shall not affect the employee's continued entitlement to medical treatment and hospital care necessitated by reason of such 207-c injury or illness as provided by General Municipal Law Section 207c(5).
- B. The City will not discontinue Section 207-c benefits without the consent of the police officer unless the police officer's treating physician certifies that he is medically able to return to work. In the event that the City believes that the benefit should terminate and the police officer does not consent, or his physician does not certify that he is able to return to work, the City may utilize the provisions of Section 7 in order to receive a determination from the arbitrator regarding the police officer's continued eligibility for benefits.

Section 7. DISPUTE RESOLUTION PROCEDURE

In the event that the City denies an application for Section 207-c benefits, seeks to discontinue Section 207-c benefits, or there is a dispute about whether a police officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The party seeking to utilize this Dispute Resolution Procedure shall file the Demand for Arbitration. The determination of the arbitrator shall be final and binding on the City and the police officer, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitration equally. Notwithstanding the foregoing, the Union retains the right to delegate to an individual member the opportunity to pursue the member's entitlements under this Procedure.

Section 8. DISABILITY RETIREMENT

Consistent with Section 207-c, the City may file an application on the police officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick police officer who shall refuse to permit a medical inspection in connection with such an application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived

his rights under section 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

A determination made by any officer, agency, board or court regarding the existence of a disability or its extent or regarding an entitlement to any other statutory benefit because of a police officer's disability, may be noticed by, but shall not be controlling upon, the Arbitrator.

Section 9. CONTINUATION OF CONTRACT BENEFITS

While on leave pursuant to Section 207-c, for a period of 90 days or less, a police officer shall continue to accrue all economic fringe benefits provided by the Collective Bargaining Agreement. After 90 days in any calendar year or continuous period of time, the police officer receiving 207-c benefits shall be entitled to the payment of salary and longevity, and any contractually mandated health insurance benefits.

