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

Title: **Marlborough, Town of and Town of Marlborough Police Department, United Federation of Police Officers (1998)**

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Union: **Town of Marlborough Police Department, United Federation of Police Officers**

Local:

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Marlborough, Town Of And United  
Fed Of Police Officers, Inc

**AGREEMENT**

By and Between

**THE TOWN OF MARLBOROUGH**

And

**UNITED FEDERATION OF POLICE OFFICERS, INC.**

On Behalf Of The Full-Time Police Officers

Of The

Town Of Marlborough Police Department

January 1, 1998 thru December 31, 2000

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**AUG 06 1998**

**CONCILIATION**

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## ARTICLE 1 - CONDITIONS AND SCOPE OF AGREEMENT

The Town of Marlborough Town Board, on behalf of the Town of Marlborough, hereinafter known as the "Employer", consistent with its policy and the Public Employees Fair Employment Act of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and the Members of the Town Board, which will enhance the operational program of the Town of Marlborough Police Department, with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and hereby agrees to recognize the United Federation of Police Officers, Inc. (On behalf of the full-time police officers of the Town of Marlborough Police Department), hereinafter referred to as "The Union", as the sole and exclusive bargaining representative of the Employees employed in the following classifications:

Including: All full-time police officers below the rank of lieutenant.

## ARTICLE 2 - UNION SECURITY

## A. GENERAL:

The Marlborough Town Board, in recognition of its duties to assure harmonious relations with its Employees covered in this agreement, and which in turn as a result of said agreement, is assured that its obligations to the orderly processes of Police protection to the residents of the Town of Marlborough will not be impaired, does hereby agree to the following conditions involving recognition and certification of the Employee's organization, The Union, and hereby accords said organization such rights as follows:

## B. CHECK OFF OF DUES:

The Employer agrees to deduct from all regular Employees who are Union members covered by this Agreement, the initiation fees, dues and uniform assessments of the Union, agrees to make such adjustments in said dues as the Union may prescribe, and agrees to remit same to said Union, all such deductions prior to the end of the following month for which such deductions are made. Written authorization by the Employee is to be furnished in the form approved by the Employer.

## C. AGENCY SHOP:

1. Non-Compulsory Membership - Under the Taylor Law, membership in this Union is not compulsory. Neither party shall exert any pressure on, or discriminate against, an employee based on membership or non-membership in the Union.

2. Non-Union Employee Obligations - Membership in the Union is separate, apart, and distinct from the assumption by one individual of his equal obligations to the extent he receives equal benefits. The Union is required, under the agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of

this agreement have been made for all employees in the bargaining unit, and not only for members of the Union, and this Agreement has been executed by the Employer after the Public Employment Relations Board has certified that the Union is a choice of a majority of the employees in the bargaining unit. However, it is fair and just that each employee in the bargaining unit pay a fair share of the obligations along with the grant of equal benefits contained in this agreement.

3. Equal Pay - In accordance with the policy set forth above and under this Section, all employees shall pay to this Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to the amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence in thirty-one days following the effective date, or on the date of execution of this Agreement, whichever is later, and for new employees the payment shall start thirty-one days following the first date of employment.

4. Maximum Union Security - In the event that the current laws are modified or repealed so as to permit greater Union Security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with said changes.

5. Union Business Leave - The employer agrees to permit one member of the Union who is elected or designated to attend any convention or Union related meetings, to attend such functions without loss of time or pay, provided that a request for such leave is made by the Union to the Chief no less than five working days prior to the date that the function is scheduled. Such time shall be limited to five days per year for Union business other than negotiations.

6. Delegates - The Employer recognizes the right of the Union to designate its President as the delegate and its Vice President as the alternate.

#### ARTICLE 3 - MAINTENANCE OF STANDARDS

1. It is understood that any policy or procedure change affecting terms and conditions of employment of the bargaining unit may not be changed without voluntary mutual consent of the Union and Employer. The present standard operating procedure embodied in the Rules and Regulations of the Town of Marlborough Police Department does not affect the terms and conditions of employment and are approved.

2. A past practice will be any practice or rule relating to a condition of employment which is established by: A) its clarity and consistency B) longevity and repetition C) acceptability and mutuality. There will be no change in such condition without first having obtained agreement and consent of the Union.

## ARTICLE 4 - RETIREMENT

All members of the bargaining unit shall be covered by a non-contributory special Twenty year plan, Section 384d under the New York State Policemen's and Firemen's Retirement System. The cost of the aforesaid plan shall be fully funded by the Town of Marlborough.

## ARTICLE 5 - SENIORITY AND CIVIL SERVICE CONTINUITY

1. Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference as to employment within grade, providing that the senior man is qualified to perform such work. Civil Service continuity shall not be the only factor in determining seniority as to work assignments.
2. Seniority is determined by rank or by continuous service in rank. By date of employment to rank or previous ranks and by date of appointment to the department.
3. Employees transferred in from other police agencies, in accordance with Section 153 Town Law, shall be placed on schedule and benefit entitlement for all service as a Civil Service Police Officer.
4. Seniority shall be broken by lawful discharge or voluntary separation for more than one year.
5. When it becomes necessary to reduce the working force, seniority will be observed whenever and wherever practicable, and within grade. When the force is again increased, the men are to be returned to work in the reverse order in which they were laid off. In the event of a recall, the laid-off employees shall be given notice of recall by telegram or certified mail, sent to the last known address. Within three calendar days after tender of delivery, or attempted delivery, Employee must notify the employer by telegram or certified mail of his intent to return to work, and must actually return to work within seven days after tender or attempted delivery of such notice, unless mutually agreed upon to extend the period. If the Employee fails to comply with the above provisions, he shall be declared a voluntary quit, and lose all seniority rights of employment.
6. Notwithstanding this Union contract, the New York State Civil Service Law and Rules and Regulations as to hiring, discharging and probationary periods shall apply and be observed by the parties.
7. The employee's years of service, for the purposes of computing salary and vacation time, shall be based upon the State Retirement System's computation of total time within the retirement system.

## ARTICLE 6 - DUTY APPAREL MAINTENANCE

1. The Town shall supply, at no cost to the police officer, all initial uniforms, replacement uniforms and all equipment as applicable to his job. The list is set forth in Article 17.

2. Each officer shall receive \$200.00 during the first week of June and \$200.00 during the first week of December each year of the contract for cleaning of uniforms.

#### ARTICLE 7 - SICK LEAVE

1. An employee after one month continuous service, shall be entitled to sick leave. Such employee shall be credited with one (1) day sick leave on the first of each month. Upon completion of one (1) year continuous service, the employee shall be credited with an additional sick day and shall thereafter be credited with twelve (12) days sick leave annually on their anniversary day. Sick leave may be accumulated to one hundred thirty (130) days, but no unused sick leave shall be compensated by monetary payment. An employee who is sick shall notify his immediate supervisor at least two hours before the start of his shift.

2. In addition to personal illness, an employee may charge immediate family sickness against his accrued sick leave. Such request shall be made at least two hours before the start of his shift.

3. In the event the employer has good reason to believe that an employee is no longer physically able to continue in his regular duties, the employer may require a full physical examination by a physician selected by the employer and at the employer's expense. Should a disagreement arise between the employer's physician and the employee's physician over the physical fitness of the employee to continue in his job duties, then a third physician, mutually agreed upon and selected by the two physicians, shall make the final determination. The full cost of services of the third physician shall be borne by the Town.

4. The Employer, in his discretion, may advance sick leave credits to an employee absent for personal illness who has exhausted sick leave, vacation and personal leave credits. The outstanding not paid sick leave advanced to an employee shall not exceed a total of fifteen days. Any such advance shall be deducted from monies due to any employee upon his separation from service.

5. The Employer, at its discretion, may grant sick leave at half pay for personal illness to an employee having not less than one year's continuous service after all types of leave have been exhausted, provided that the cumulative total of sick leave at half pay shall not exceed twenty work days for each year of continuous service plus six weeks additional sick leave at half pay.

6. If an employee who is not ill himself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he shall be granted leave with pay for the period required absence without charge against leave credits. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his return to duty

will not jeopardize the health of any other persons.

7. Employees on paid sick leave shall receive full pension and insurance contribution and coverage.

8. In those cases where the entitlement to all sick leave has been exhausted, the employer will consider application for extended sick leave without pay where the employee has at least three years continuous service and there is substantial evidence that the employee will be able to return to work. Such extension shall be for not more than one year and shall be granted under such conditions as the employer deems appropriate.

9. Any unused vacation time and compensatory time which has been accumulated shall be paid to the employee upon his termination, separation, resignation, or death at his current rate of pay. Said payment to be made on the next pay period. In the event of death, said accumulated monies shall be paid to the police officer's estate.

#### ARTICLE 8 - PERSONAL LEAVE

Three (3) days per year shall be granted to each member of the bargaining unit for the use of personal or family business purposes. Unused personal leave days not taken may not be rolled over to the next year. Request for personal leave days shall normally be submitted, in writing, to the Chief of Police within one day's notice prior to said individual's absence, except in cases of emergency. In cases of emergency all requests may be made to the Chief orally.

#### ARTICLE 9 - MUNICIPAL LAW 207-C

All Police Officers covered by this agreement who become injured and/or ill in the line of duty shall be paid pursuant to the requirements of Section 207-C of the General Municipal Law. Payments under Worker's Compensation shall be provided in accordance with the provisions of said law.

An employee who received full pay for any period of leave under this Article shall earn vacation and sick leave credits during such period.

#### ARTICLE 10 - PAID LEAVES OF ABSENCE

1. Any employee who has a death in his immediate family (spouse, parents, children, step-children, foster-children, sisters and brothers, grandchildren, parent-in-law, son and daughter-in-law, brother and sister-in-law, or any person who resides in the same house), shall be granted four consecutive work days of bereavement leave of absence with no loss of time or pay, and which shall not be deducted from any other paid leave benefits.

2. In the event of a death in the immediate family of any employee



that occurs while such employee is on vacation, such vacation shall be extended as provided in Section 1.

3. Should any employee be required to serve on any jury or be involved in any jury services, such employee shall be granted a leave of absence for such necessary duty or services, and such leave shall be at full pay, less any monies received, except for travel monies.

4. Employees shall be permitted the necessary time off, without any loss of time or pay, so that they can participate in any open competitive or promotional Civil Service Exam, relative to police departments. Such time off will be granted provided the request for time off is made at least two weeks in advance of the examination.

5. Any employee who is required by any branch of the Armed Forces of the United States of which he is a reserve member, the National Guard, or any State Militia to render military service, including daily drills, shall be granted military leave in accordance with Section 242 or 243 of the Military laws of New York.

#### ARTICLE 11 - HEALTH INSURANCE

1. The employer shall pay the total premium for both individual and dependent coverage of the statewide plan, or a plan of the employer's choice giving at least the same benefits, for all full-time officers.

2. Upon retirement the Town will continue above coverage.

#### ARTICLE 12 - HOLIDAYS

1. The following holidays shall be observed by the full-time employees of the bargaining unit. If a holiday falls on a day off, it shall be compensated by a day's pay. If working on a holiday, it is compensated by double time and a half pay.

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Two (2) floating holidays	Day after Thanksgiving
Easter Day	Independence Day
Memorial Day	Christmas Eve Day
Veteran's Day	Christmas Day

2. With respect to the observance of holidays as set forth in Section 1, the day which will be declared as a holiday by the State of New York or its substitute will be a day celebrated and recognized as a holiday for the purpose of this agreement.

#### ARTICLE 13 - VACATIONS

1. All full-time employees covered by this agreement shall be entitled to the following vacation periods computed from their dates of employment:

After 1 year - 5 Working days  
 After 2 years - 10 Working days  
 After 5 years - 15 Working days  
 After 10 years - 20 Working days  
 After 15 years - 25 Working days

2. Vacation credits may be accumulated from one year to another up to a maximum accumulation of thirty days on the books at any one time.

ARTICLE 14 - WORK HOURS AND SCHEDULES

1. The regular work day and work shift for each employee shall consist of eight consecutive hours, which shall include a half hour paid break. Such period shall commence from the start of the employee's regular work shift.

2. All employees shall be scheduled to work one of the following shifts:

- A Line - 11pm to 7am
- B Line - 7am to 3pm
- C Line - 3pm to 11pm
- D Line - At the discretion of the Chief

3. Work schedules shall be posted and employees shall work according to schedule unless notified seventy-two hours in advance of the schedule change, except in the cases of unforeseen circumstances.

4. The practice of substitution where one employee voluntarily works for another shall be permitted, provided that such substitution does not impose additional cost to the department, the supervising officer under whose jurisdiction the substitution will occur is notified in advance, the request is approved by the Chief.

ARTICLE 15 - OVERTIME

\*  
 SEE  
 AMENDMENT

1. Overtime work shall be equally distributed among the full time employees in the bargaining unit who normally perform such work. Each employee shall be selected initially according to their place on the seniority list. After that, the employee with the lowest amount of overtime hours shall be offered the first opportunity to work.

2. An employee requesting to be skipped when it is his turn to work overtime shall not be rescheduled overtime work until his name is reached again in orderly sequence.

3. In the event no employee wishes to perform the required overtime work, the employer shall assign the necessary employees required to perform the work in question, starting with the officer with the least amount of seniority.

4. All hours worked in excess of eight hours in any day, shall be paid for at a rate of one and one-half (1 1/2) the employee's rate of pay

or be given compensatory time off at the same rate at the sole discretion of the employee. All work in excess of forty hours a week shall be paid at a rate of time and one half or be given compensatory time off at the same rate at the employee's sole discretion/option pursuant to the F.L.S.A.. A maximum of 170 hours of compensatory time off shall be accumulated.

5. Time during which an employee is excused from work because of vacation, holidays or other authorized compensatory time off shall be considered as time worked for the purpose of computing overtime.

6. All employees who are required to appear in court or before a body having the right to require appearance, such employee shall be guaranteed a minimum of four hours. When an employee is appearing in Marlborough Justice Court he will be guaranteed a minimum of two hours pay.

7. Any officer required to work overtime, other than time contiguous to a scheduled work shift, shall receive a minimum of two (2) hours overtime.

#### ARTICLE 16 - INDEMNIFICATION

1. The Employer will provide and pay for legal counsel for the defense of any employee against whom a civil or criminal complaint is filed for alleged false arrest or abuse of power in the performance of job related duties.

2. The employer shall save harmless and indemnify any employee from financial loss arising out of any claim, demand, suit or judgement by reason of alleged negligence or other act by such employee, provided that the employee, at the time the damages were sustained, was acting in the discharge of his duties, either on or off duty, and within the general scope of his employment, and that such damages did not result from the willful and wrongful acts or gross negligence of such employee. Such employee must, however, within five calendar days from the date he is served with any summons, process, notice, demand or pleading, deliver such documents, or certified copies thereof, to the Chief of Police. It is understood that upon receipt of such documents by the employer, all matters pertaining to the representation of such employee shall be assumed by the attorney for the Town.

#### ARTICLE 17 - SPECIAL EMOLUMENTS

1. All employees who are required to travel to other areas in the performance of their official duties shall be reimbursed for all hotel lodging, meals and other incidental expenses incurred that are related to such trip.

2. Employees who are required to use their own personal automobiles on any authorized official business will be reimbursed at a rate set each year by the Town Board at its annual reorganization meeting.

## ARTICLE 18 - NO STRIKE POLICY

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the Employees, the Union and Employees do hereby affirm a policy that it does not assert the right to strike against the Employer, nor will it assert in or participate in any strike by the Employees to conduct, assist or participate in a strike.

## ARTICLE 19 - ANNUAL WAGES

## 1. Full-Time Police Officers:

	1/1/97	3% 1/1/98	3% 1/1/99	3% 1/1/00
	-----	-----	-----	-----
Starting	27,256	28,074* 13.50/hr	28,916* 13.90/hr	29,783* 14.32/hr
After 1 year	29,002	29,872* 14.36/hr	30,768* 14.79/hr	31,691* 15.24/hr
After 2 years	30,749	31,671* 15.23/hr	32,621* 15.68/hr	33,600* 16.15/hr
After 3 years	32,496	33,471* 16.09/hr	34,475* 16.57/hr	35,509* 17.07/hr
After 4 years	35,409	36,471* 17.53/hr	37,565* 18.06/hr	38,692* 18.60/hr
After 5 years	37,739	38,871* 18.69/hr	40,037* 19.25/hr	41,238* 19.83/hr

Investigator: Stipend to be added to top grade patrolman pay

	1,700	1,800	1,900	2,000
	39,439	40,671* 19.55/hr	41,937* 20.16/hr	43,238* 20.79/hr

Sergeant: Stipend to be added to investigator gross pay

		500	750	1,000
	39,486	41,171* 19.79/hr	42,687* 20.52/hr	44,238* 21.27/hr

\* Annual salary is shown for illustrative purposes only.

2. The hourly wage shown above (based on 2080 work hours per year) will be the base hourly straight time rate for calculation of bi-weekly wages as well as any wages earned at overtime rates.

## ARTICLE 19A - MANPOWER

1. A minimum of two Police Officers shall be assigned to each shift at all times.
2. If adequate personnel is available, every effort will be made to schedule three officers on the "C" line.

## ARTICLE 20 - EQUIPMENT

1. The Employer shall not require any employee to, nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement wherein employees refuse to operate such equipment, unless such refusal is unjustified. Employees shall immediately or at the end of their shifts report any and all defects of equipment. The employee shall not be asked or required to take out equipment that has been reported by any other employee as being unsafe unless such equipment has been inspected by a mechanic and the defect repaired or declared not to exist by a mechanic.

2. Each marked patrol vehicle shall be equipped with the following:

1. Light system w/alley, take down & rotating lights
2. Spot light driver's side
3. Siren System w/PA
4. Fire Extinguisher
5. Halogen Tool
6. Two-way police radio
7. Flares
8. Tape measure
9. First aid kit
10. Blanket
11. Shovel
12. Full plexiglas cage with metal to floor
13. Barrier tape
14. Alternating headlights

4. Each unmarked vehicle will have the same as above except #'s 1, 2 and 12. In place of #1 it will have a small dash type light and grill lights.

5. Employee Uniforms:

- 1 pair shoes
- 1 pair police winter boots
- 5 pair pants
- 5 short sleeve shirts
- 5 long sleeve shirts
- 2 ties
- 1 reversible Windbreaker
- 1 regulation raincoat

- 1 winter coat
- 2 pair winter uniform gloves
- 1 hat w/adequate cover
- 1 tie bar
- Lapel pins (as appropriate)
- 1 dress blouse with appropriate leather
- 1 badge and award holder (as appropriate)

6. Employee Equipment:

- 1 gun belt
- 4 belt keepers if applicable
- 1 regular belt
- 1 security holster
- 1 set handcuffs and case
- 1 night stick and holder
- 1 NYS approved soft body armor
- 1 radio holder
- 2 badges
- 1 double magazine pouch
- 1 rechargeable police service flashlight
- 1 semi-automatic pistol of the type, caliber, make and model consistent with the job assignment of the officer concerned and consistent with contemporary safety standards in police work

ARTICLE 21 - GRIEVANCE PROCEDURE

Basic Principles:

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with this procedure, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of this procedure by a Union delegate and/or legal counsel.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the Town Board to take steps as may be necessary to give force and effect to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these proceedings.
6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which relate to or affect the employee in the performance of his assignment. They are not designated to be used for changing such

rules or establishing new ones.

Procedures:

Step 1: Should a grievance arise on the job, the grievors, the delegate and the Chief of Police shall take immediate steps to satisfactorily settle the grievance orally, within five calendar days. If the Chief cannot resolve the grievance, it shall be referred to the Town Board police committee, for resolution orally within five additional calendar days.

Step 2: If the grievance cannot be resolved in step 1 above, then the matter shall be referred to the Town Board and the Town Supervisor, in writing, for disposition, within fourteen calendar days after the ten calendar day period referred to in Step 1 above.

Step 3: In the event the grievance cannot be resolved in Step 2 above, within fourteen calendar days after written notice is given of the Step 2 decision, said decision may be submitted to the New York State Public Employment Relations Board by the grievance's representative for arbitration in accordance with the procedures set forth by PERB.

ARTICLE 22 - REIMBURSEMENT

The Town shall reimburse employees for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appliances not covered by Worker's Compensation and/or General Municipal Law 207-C which are destroyed, damaged or lost as a result of police activity when on duty and acting within the scope of employment. The Town will also reimburse employees for reasonable cost of repair or replacement of uniforms, clothing or other personal property damaged or destroyed in the line of duty.

ARTICLE 23 - CONTINUING EDUCATION PROGRAM

1. After one full year of service, each full-time employee may participate in educational study. The initial tuition cost will be borne by the employee. Upon completion and receiving a transcript, the Town will pay the entire tuition for college courses at the rate per credit hour based on New York State (SUNY) fee schedule according to the following schedule:

Undergraduate	Graduate
Grade of A - 100% reimbursement	Grade of A - 100% reimbursement
Grade of B - 75% reimbursement	Grade of B - 75% reimbursement
Grade of C - 50% reimbursement	Grade of C - 0% reimbursement
Grade of D - 0% reimbursement	Grade of D - 0% reimbursement

2. A limit of nine (9) credits per school year, per employee, will be allowed:

- a. The employee will agree to remain in the employ of the Town for one (1) year after the completion of any course for which he

receives reimbursement.

- b. The Town shall deem that any undergraduate degree course in the Criminal Justice curriculum as acceptable for reimbursement. Any undergraduate course in the Criminal Justice curriculum may be taken with prior approval of the Town Board.

3. Job-related adult education courses offered by any area institution will be reimbursed in full upon presentation by the employee of a certificate of completion. The cost of tuition only will be reimbursed.

ARTICLE 24 - SAFETY AND LABOR/MANAGEMENT COMMITTEE

The Town of Marlborough Town Board shall form a Safety and Labor/Management Committee consisting of representatives from the Town and the Police Department [Chief of Police, Police Officers (equal number of full and part-time officers), and Dispatchers (equal number of full and part-time dispatchers)]. This committee shall be instituted by the Town Board no later than January 1, 1998, and will meet monthly for the duration of this contract.

The purpose of this committee shall be to identify potential and existing safety hazards and to recommend appropriate corrections, and to discuss labor/management issues and mitigation as necessary.

Persons attending these meetings shall not be paid.

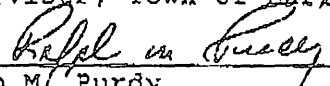
ARTICLE 25 - DURATION CLAUSE

This contract shall commence January 1, 1998 and end December 31, 2000.

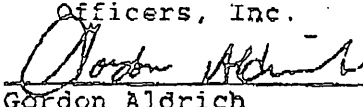
Dated: 12-9-97



Kevin Casey  
Supervisor, Town of Marlborough



Ralph M. Purdy  
President, United Federation of Police Officers, Inc.



Gordon Aldrich  
Delegate, UFPO/Town of Marlborough  
Full-Time Police Officers



FEBRUARY 9, 1998

B) RESOLUTION TO AMEND FULL TIME POLICE CONTRACT

SUPERVISOR COUPART PROPOSES THE FOLLOWING:

WHEREAS, THE FULL TIME POLICE CONTRACT WAS SIGNED ON DECEMBER 7, 1997, THAT BECAME EFFECTIVE ON JANUARY 1, 1998 AND WILL EXPIRE ON DECEMBER 31, 2000, AND

WHEREAS, ON PAGE NINE OF SAID CONTRACT ARTICLE 15 - OVERTIME SHALL BE AMENDED TO READ AS FOLLOWS:

1. OVERTIME WORK SHALL BE EQUALLY DISTRIBUTED AMONG FULL TIME OFFICERS OF THE BARGAINING UNIT WHO NORMALLY PERFORM SUCH WORK. EACH OFFICER SHALL BE SELECTED INITIALLY ACCORDING TO HIS/HER PLACE ON THE SENIORITY LIST. AFTER THAT, THE OFFICER WITH THE LOWEST AMOUNT OF OVERTIME HOURS SHALL BE OFFERED THE FIRST OPPORTUNITY TO WORK.

A. ANY OVERTIME RELATED TO UNSCHEDULED ABSENCES, E.G. SICK CALL, SHALL BE OFFERED FIRST TO THE MEMBERS OF THE FULL TIME OFFICERS BARGAINING UNIT;

B. ANY SCHEDULE ABSENCES, E. G. VACATION, PERSONAL TIME, SPECIAL DETAILS, ETC., SHALL BE FILLED BY MEMBERS OF THE PART TIME OFFICERS BARGAINING UNIT, AND/OR THE FULL TIME OFFICERS BARGAINING UNIT, AT THE DISCRETION OF THE CHIEF OF POLICE. AND,

WHEREAS, THE FULL TIME OFFICERS OF THE BARGAINING UNIT HAVE AGREED TO THESE AMENDMENTS.

NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWN BOARD AUTHORIZE THE SUPERVISOR TO AMEND THE FULL TIME POLICE CONTRACT AS WRITTEN ABOVE.

AND MOVES FOR ITS ADOPTION:

- COUNCILMAN AFFUSO  YES
- COUNCILMAN ANDOLA  ABSENT
- COUNCILMAN BELLUCCI  YES
- SUPERVISOR COUPART  YES
- COUNCILMAN NECKLES