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LABOR / MANAGEMENT AGREEMENT

BY AND BETWEEN

**WATERFORD POLICE UNION LOCAL 9200
SECURITY AND LAW ENFORCEMENT EMPLOYEES, COUNCIL 82,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO**

AND

THE TOWN OF WATERFORD

JANUARY 1, 2002 - DECEMBER 31, 2004

RECEIVED

MAY 20 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

This Agreement between the Town of Waterford, New York (herein "Employer") and Waterford Police Union Local 9200, Council 82 American Federation of State, County and Municipal Employees, AFL-CIO, (herein "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, with the public interest foremost in the minds of both parties.

ARTICLE 1 - RECOGNITION

1.1 Employer recognizes the Union as the exclusive representative of those employees described in 1.2, in job titles described in 10/4/77 Town Board Resolution #98 certifying Council 82, AFSCME, AFL-CIO, and filed with the Public Employment Relations Board, and who are employed by the Town of Waterford Police Department for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment. Any newly created or similar job titles in the Waterford Police Department shall be added to the Unit when appropriate. The Employer and the Union shall jointly make that determination.

1.2 The said unit includes:

All full-time and part-time Officers and Sergeants. All full-time and part-time civilian Dispatchers.

The said unit excludes:

Animal Control Officer, Crossing Guards, Public Safety Commissioner and all officers of the department with the rank of Lieutenant or above.

ARTICLE 2 - UNION SECURITY

2.1 **Check-off of Union Dues / Agency Shop**

2.1.1 (a) The Employer agrees to grant exclusive rights of dues deductions to the Union and will deduct Union membership dues from the pay of each employee who has executed a Union payroll deduction authorization card for such dues to be deducted, provided the employee has sufficient wages due him from the Employer. The amount to be deducted shall be certified to the Employer by the Union and the aggregate deductions, together with a list of employees from who such deductions have been made, shall be remitted forthwith to the Union.

(b) Employees who do not desire to become members of the Union shall be required to pay to the Union a service charge in the amount equal to Union dues. The Employer agrees to make and submit such service charge deductions to the Union in the same manner as provided for membership dues.

2.2 **Dues Deductions**

2.2.1 The aggregate totals of all Union dues deductions shall be remitted once each month, together with a list of names of those employees from whom such deductions have been made to:

**Union Dues
Security & Law Enforcement Employees,
Council 82, AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206**

2.2.2 Any changes in the amount of Union dues to be deducted must be certified by the Union, in writing, and forwarded to the Employer. Implementation of any such change shall be accomplished within twenty-eight (28) days of receipt of such changes by Employer.

2.3 Notification of New Employees

2.3.1 The Employer agrees to submit to the local Union each month a list of any new employees hired for employment in the Waterford Police Department, the activity in which they are working or will work, their home addresses, and the status of their employment as to whether they are temporary, part-time, federally funded, or permanent.

2.4 Access to Premises

2.4.1 The Employer agrees to permit staff representatives of the International Union, Council 82, and / or local Union, on an exclusive basis, to enter the premises of the Employer at any time for the discussion of working conditions, explanation of Union membership, service and programs with the employees, and communicating with other officers and stewards of the Union, provided such discussions do not interfere with the performance of duties assigned to the employees. Such representative must give reasonable, prior notification to the officer in charge, or his/her designee, and have prior approval. Such prior approval shall not be unreasonably denied.

2.5 Bulletin Boards

2.5.1 The Employer agrees to provide one 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information at a location agreed to by the Employer and the Union.

2.6 Union Business Leave

2.6.1 The Employer agrees to permit the President of the Union, or his/her designee, who is elected or designated to attend any convention or Executive Board meeting of the International Union, Council 82, State AFL-CIO, or local Central Labor Council, Union training sessions and meetings to attend such functions without loss of time or pay, provided that a written request for such leave is made by the Union to the Department Head no less than seven (7) work days prior to the date of the scheduled function. Such time shall be limited to twelve (12) person days per year. Attending members will provide written documentation of attendance to the Employer upon returning to work.

2.7 Union Stewards

2.7.1 An employee selected by the Union to act as Union representative shall be known as the "steward". The name of an employee selected as the steward and the names of other local Union officers who may also represent employees shall be certified, in writing, to the Employer by the local Union. Such Union steward, or an authorized Union officer, shall have the right to investigate and process grievances, attend arbitration proceedings, and consult with the Employer concerning the enforcement and provisions of this Agreement during their regular work hours without loss of time or pay. However, such employee must notify their immediate supervisor and secure permission prior to leaving their work assignments. Such permission shall not be unreasonably denied. Grievance investigation shall not unduly interrupt the proper and orderly administration of the Department.

2.8 Re-opened Negotiations

2.8.1 For the purpose of negotiating a successor agreement to this Agreement, the Employer agrees to grant the President of the Union and the Union Negotiating Committee, which shall not exceed a total of

three (3) members, released time with pay to participate in such negotiations during scheduled work hours. It is understood that such release time shall be used only for purposes of actual negotiations between the Employer and the Union, which shall include lunch and dinner breaks, and any time directly related to the negotiations.

2.9 Joint Labor/Relations Committee

2.9.1 A Joint Labor/Relations Committee is established to facilitate communications and understandings between the parties on a continuing basis. Each party shall designate not more than three (3) persons for each meeting of the Committee. The Committee shall meet at the request of either party, and such request shall contain a listing of subjects which will be the subject matter of the Committee meeting and a proposed time and place for such meetings. It is intended that the number and length of Committee meetings will not be a substantial time burden, and that they will not be an extension of or substitute for formal grievance procedure or collective bargaining. It is also intended that the subject matter of such meetings may be such that there will be fewer issues to consider in the grievance procedure and bargaining. The parties emphasize their purpose of facilitating communications and understandings, and pledge to participate in good faith in the meetings of the Joint Labor/Relations Committee. In addition to the three (3) persons named above, either party may invite an additional person as required.

2.10 Interference, Coercion and Reprisal *

2.10.1 The Employer agrees not to interfere with the rights of the employees to become members of the Union, and that there will be no discrimination, interference, restraint, or coercion practiced by the Employer or any Employer representative, against any employee because of his Union membership, because of such employee's activity in any official capacity on behalf of the Union, or other lawful activities. No employee shall suffer any reprisal, either directly or indirectly, including changes that may adversely effect his hours, wages, or working conditions, as the result of his exercising of rights guaranteed by this Agreement, or acting in the capacity of being an official of this local.

2.11 Printing and Distribution of Agreement

2.11.1 The Union agrees to provide sufficient copies of this Agreement in handbook form to the Employer and to all present employees in the bargaining unit, one-half (1/2) of the cost of which will be borne by the Employer. The Union shall also provide copies of this Agreement to all new employees as they are hired together with a packet containing information about the Union. A payroll deduction authorization card shall be supplied by the Town payroll office.

ARTICLE 3 - INDEMNIFICATION

3.1 Defense

3.1.1 (a) The Employer will provide and pay for legal counsel for the defense of any employee against whom a civil or criminal action is commenced, as defined in Section 7.1 herein, for any action taken by the employee while in the performance of his duties or in the scope of his employment.

(b) Should the Employer decline to defend because it has reasonably determined that the acts alleged of the employee were not in the performance of his duties or within the scope of his employment, or constituted intentional misconduct or gross negligence, then the employee may grieve the Employer's decision at the last step of the grievance procedure through arbitration.

3.1.2 An employee served with any summons, process, notice, demand, pleading, or claim stemming from employment, shall deliver such documents or certified copies thereof to the Department Head within five (5) calendar days from the day of being served.

3.1.3 The Employer shall not be obligated to defend or indemnify any employee who unjustifiably fails to comply with the provisions set forth above.

3.2 Judgments

3.2.1 The Employer shall save harmless and indemnify an employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such employee, provided that the employee, at the time of such alleged negligence or other act, was acting in the discharge of his duties, either on or off duty, and within the scope of his employment, and that such damages did not result from the willful and wrongful acts or gross negligence of such employee.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Scope of Rights

4.1.1 It is understood that the management and direction of the working force is vested exclusively in the Town as the Employer except as specified in the other articles of this Agreement. It is the Town's right to hire, demote, suspend or discharge for misconduct or incompetence, layoff, promote, assign an employee to any job or any work anytime or anywhere during his tour; to increase or decrease the work force; to determine the number of employees assigned to any work or any job; to make reasonable work rules for the purpose of efficiency, safe practices and discipline, to establish reasonable performance standards and to review employees under those standards; to determine the equipment to be used; to make technological changes; to determine the number and location of its offices; to move, close or liquidate its offices in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; to determine the duties and production standards; to eliminate classifications of work; to require overtime work.

The rights and powers of management mentioned in this Article do not list all such powers and the rights listed together with all other rights, powers and prerogatives of the Town, not specifically ceded in this Article, remain vested in the Town.

The exercise by the Town of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion shall not be a precedent or be binding on the Town, nor subject or basis of any grievance. The Town's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Town has claimed or condoned or tolerated any practice or any act or acts of any employee.

Nothing in this Article shall abrogate or alter any other articles of this Agreement.

ARTICLE 5 - GRIEVANCES & ARBITRATIONS

5.1 General

5.1.1 The parties agree that every effort should be made to resolve grievances at the earliest possible stage of the grievance procedure, and that the procedure must be available without fear of discrimination or reprisal because of its use.

5.1.2 No provision of this Agreement shall be interpreted to require the Union to initiate a grievance at

any step of the grievance procedure if the Union considers the grievance to be without merit.

5.1.3 Settlements at any step of the grievance procedure shall bind the parties to this settlement, but may not be considered as precedents in later grievance proceedings unless otherwise mutually agreed.

5.1.4 All grievances shall become the property of the Union.

5.2 Definition of Terms

5.2.1 A "grievance" shall mean any disputed matter pertaining to terms or conditions of employment, including the meaning, application and interpretation of this Agreement.

5.2.2 An "aggrieved party" shall mean either the employee, or group of employees, who are adversely affected by the application or interpretation of this Agreement, or the Union itself.

5.2.3 "Employee" shall mean any person employed by the Town of Waterford Police Department covered by this Agreement.

5.3 Matters Relevant to the Grievance Procedure

5.3.1 The time limits set forth in this procedure shall be strictly adhered to, unless extended by mutual agreement of the parties in writing. Failure of the Employer to answer within the time limits set forth will entitle the Union to proceed to the next step of the grievance procedure.

5.3.2 A grievance must be submitted to the Head of the Police Department, or his/her designee, within fifteen (15) calendar days of its occurrence or after the aggrieved party knew, or reasonably should have been expected to know, of the events or conditions on which the grievance is based.

5.4 Rights of the Parties

5.4.1 An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

5.5 Grievance Procedure

Step 1: The Union Steward or other authorized Union representative, with or without the aggrieved employee, shall present a grievance written to the Head of the Police Department, or his/her designee, who must render a decision to the Union within seven (7) calendar days of the date the grievance was submitted.

Step 2: If Employer's response is not satisfactory, or if no response is forthcoming within such seven (7) day period, the Union may, within seven (7) calendar days of the Employer's response or lack thereof, submit the grievance to the Town Clerk for presentation to the Town Board. The Town Board, or its designee, shall meet with the Union representative within twenty (20) calendar days of the date the grievance is submitted, and shall deliver its written decision to the Union within seven (7) calendar days of such meeting.

Step 3: In the event the Union is not satisfied with the decision of the Town Board, or its designee, it may, within thirty (30) calendar days after the receipt of the decision, submit the unresolved grievance to arbitration.

5.6 Arbitration Procedure

5.6.1 If the Union desires to arbitrate, a demand for arbitration with a copy of the grievance shall be

sent by certified mail to (a) the Albany Office of New York State Public Employment Relations Board, (b) the Head of the Police Department or his/her designee, and (c) the Waterford Town Clerk.

5.6.2 The Public Employment Relations Board shall submit to the parties a panel of arbitrators from which the parties shall select an arbitrator in accordance with the Board's Rules of Procedure.

5.6.3 The arbitrator shall render a written decision within a mutually agreed to time, and shall set forth his findings, reasoning, and conclusions on the issues submitted. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted to him/her by the parties, and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall be without authority to make a decision contrary to, or inconsistent with, or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. No grievance involving back pay shall be retroactive more than ten (10) days beyond the date on which the grievance was first presented in writing. To the extent the arbitrator's decision is in accordance with the provisions of this Section, it shall be final and binding on all parties.

5.6.4 The Town and the Union shall share the arbitrator's fee and expenses equally.

ARTICLE 6 - DISCIPLINE

6.1 Exercise of Rights

6.1.1 Discipline may be imposed only for misconduct or incompetence. The Employer may penalize an employee through (a) written reprimand, (b) loss of leave credits or their privilege, (c) fine (\$100.00 maximum), (d) reimbursement up to two hundred fifty dollars (\$250.00) of value of Department property which is intentionally or negligently damaged or lost by an employee, (e) suspension without pay, or (f) discharge. Notice of such discipline shall be in writing and served in person, or by certified mail, on the employee, and it shall contain the proposed discipline and the date, time, place and nature of the alleged act.

6.1.2 A penalty may not be implemented unless the employee fails to initiate a disciplinary grievance within ten (10) calendar days of the receipt of a notice of discipline, or until the employee has exhausted the grievance and arbitration procedures. The Employer may suspend, without pay, an employee when there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property. Such suspension may be reviewed by a disciplinary arbitrator at the request of the Union or the employee, but in any event, a suspension without pay may not exceed thirty (30) calendar days. A notice of discipline shall be served no later than five (5) days following such suspension.

6.2 Disciplinary Grievance Procedure

6.2.1 **Step 1:** Upon receipt of a notice of discipline served pursuant to this Article, an employee may, within ten (10) calendar days of such receipt of the notice of discipline, file a written grievance protesting such action with (a) the Head of the Department or his/her designee, or (b) the Union. An employee who files such disciplinary grievance may (a) deny the charges, (b) admit the charges, (c) reject the penalty proposed as being excessive or inappropriate, or (d) be represented by the Union or his own private attorney. (If employee elects his own attorney, he shall be responsible for all costs.) Within ten (10) calendar days of the receipt of the grievance, the Head of the Police Department or his designee shall hold a meeting to discuss the merits of the grievance. Any settlement reached shall be reduced to writing. If

no settlement is reached, the Head of the Police Department, or his/her designee, shall answer the grievance in writing, within ten (10) calendar days from the date the meeting was held. Under no circumstances may an employee be required to execute a settlement without being afforded a reasonable opportunity to have a representative of the Union or his own private attorney present. A copy of the settlement shall be provided to the Union.

6.2.2 Step 2: If the disciplinary grievance is not resolved at Step 1, the matter may be processed pursuant Article 5.5, Step 2 and Step 3, of the grievance procedure. For the purpose of disciplinary grievances, either the Union or the employee may proceed to arbitration. If the Union does not want to proceed with the grievance, the employee may do so at his own expense and the Town, at its discretion, may take steps to recover the Town's cost.

6.2.3 It is understood and agreed that the decision of the arbitrator shall be final and binding upon the parties, and that the procedures set forth in this Article shall be the sole and exclusive method with regards to disciplinary actions, replacing Section 75 and 76 of the Civil Service Law.

6.2.4 All fees and expenses of the arbitrator and fees of the New York State Public Employment Relations Board shall be divided equally between the Employer and the Union, or the employee, if he/she chooses not to be represented by the Union.

6.2.5 Any employee on probation shall not be covered by this Article.

6.3 Rights of the Parties

6.3.1 The Local President, or his/her designee, the aggrieved employee, and necessary employee witnesses, shall suffer no loss of time or pay or be required to charge accrued leave credits as the result of time spent in any disciplinary hearing or arbitration proceeding during their regular work hours.

6.3.2 No employee shall be required to sign a statement admitting guilt to any act, which could result in disciplinary proceedings under this Agreement.

6.3.3 No employee shall suffer any reprisal, either directly or indirectly, including changes that may adversely affect his/her hours, wages, or working conditions, as a result of his/her exercising of rights guaranteed by this Agreement, or acting in the capacity of being an official of this local.

6.3.4 No recording devices of any kind shall be used during any disciplinary proceeding except as provided for in Article 7, unless agreed to by all parties and each party receives a copy of the tape, or a written transcript, which either party may compare for accuracy.

6.3.5 An employee shall be entitled to Union representation at each stage of a disciplinary proceeding instituted pursuant to Article 7 of this Agreement.

6.3.6 No employee shall be brought up on disciplinary charges for any act which occurred more than three (3) months prior to the serving of disciplinary charges upon him/her, except that the limit shall not apply to acts that would constitute a crime.

ARTICLE 7 - INVESTIGATION PERTAINING TO CIVIL OR CRIMINAL ACTIONS

7.1 Questioning of Employees

Definition:

- (a) Criminal Action - Commences with the investigation or the filing of an accusatory instrument against a defendant in a criminal court.
- (b) Civil Action - Any Civil Judicial or administrative proceeding commenced under State or Federal Law.

7.1.1 Any questioning of employees shall be at reasonable hours, and if possible, during their regular duty hours. The questioning, if possible, shall take place at the police facility.

7.1.2 Before any questioning begins, the employee shall be informed if he/she is a potential witness or subject of a civil or criminal action, and who will be in attendance. In such situations, he/she shall be informed of the specific purpose of the investigation. If the investigation could lead to criminal charges, the employee shall be apprised of his constitutional rights.

7.1.3 All questioning of an employee shall be conducted in a reasonable manner free of any threats, promises, and intimidation.

7.1.4 An employee who is the subject of such type investigation shall be afforded an opportunity to consult with a representative of the Union or his/her own private attorney for a reasonable period of time prior to any questioning. In addition, such employee shall, upon request, have the right to have his/her Union Representative or his/her private attorney present during such questioning, who shall have the right to counsel the employee during the questioning.

7.1.5 The questioning of an employee under this Article shall either be recorded mechanically or by a stenographer, unless waived by mutual request. When recorded, the employee shall receive a copy of the recording within three (3) business days.

ARTICLE 8 - PERSONNEL RECORDS

8.1.1 Each employee, upon request, shall be given a reasonable opportunity to review his/her official personnel file maintained by the Head of the Police Department. This file shall contain his/her original application for employment and any other job evaluations, commendations, reprimands, suspensions and any other record of actions, which have taken place during his/her employment with the Town of Waterford. Upon review of their file, the employee may request and shall be provided with copies of all documents and notations, which he/she had not previously been given.

8.1.2 Nothing may be placed in an employee's official personnel file without the employee first having an opportunity to review each document, date and initial it. Should an employee, upon review of such action, disagree with all or part of any such letter, he/she shall have the right to seek removal of any part or the entire letter by filing a request under Article 5 of this Agreement.

ARTICLE 9 - WORK HOURS AND SCHEDULES

9.1 Regular Work Hours

9.1.1 (a) The regular work day or work shift for full-time employees shall consist of a period of eight (8) consecutive hours within a twenty-four (24) hour period commencing from the start of the employee's regular work shift, including a half-hour paid meal break. All full-time employees shall be scheduled to work a regular eight (8) hour work shift, which shall have a regular starting time and quitting time, such times to be mutually agreed upon between the parties.

(b) All part-time employees will be scheduled to work hours consistent with the operational needs of the Department, by seniority. Employer will take into consideration the part-time employee's full-time work or current full-time college schedule. The employee's full-time work schedule or full-time college schedule must be submitted by January 15 each year to the Employer and all changes to either full-time work schedule or full-time college schedule must be submitted as soon as possible.

9.2 Work Schedules

9.2.1 Work schedules showing the employee's regular work shifts, work days and hours shall be posted on the appropriate bulletin board at all times. All such work schedules must be posted at least thirty (30) calendar days prior to the effective date of implementation, and all employees shall work according to the posted schedule. It is understood that effective January 1, 1991, work shifts of all full-time employees shall be reopened for bid, which shall be granted on the basis of seniority. All bids must be made within the same rank. Thereafter, shift bidding shall be reopened every six (6) months. All shift bidding shall take place no less than two (2) months prior to the effective date of implementation.

9.2.2 The employer will not reschedule an employee to prevent the payment of overtime.

9.3 Work Week

9.3.1 The scheduled work week for full-time employees shall consist of five (5) consecutive days on, with an eight (8) hour tour scheduled on each of those days, and a minimum of fifty-six (56) consecutive hours off.

9.4 Substitution

9.4.1 (a) Employees, consistent with the operational needs of the Department, may request to exchange tours of duty and contingent upon the employees mutual agreement and prior Department approval, may exchange such tours. For the purpose of computing overtime, all hours worked pursuant to this Section shall be considered hours worked by the employee originally scheduled to work such hours; and the employee actually performing the hours worked in exchange waives any consideration of such hours for overtime compensation; and the employee's acknowledge that the exchange of hours is voluntary and that no Employer obligation is incurred (see Article 10.1.4 regarding overtime).

(b) The Department may not disapprove swaps unless such swaps exceed sixteen (16) hours consecutively.

ARTICLE 10 - ADDITIONAL WORK

10.1 Additional Work: Distribution

10.1.1 The Employer shall distribute additional work equally among employees in the same classification. Seniority lists shall be established for each classification. Additional work shall be offered first to the most senior employee in the appropriate category, and then in sequence through the list until an appropriate employee accepts. If all employees refuse the additional work, the least senior eligible employee in the appropriate category will be ordered to perform the work. If more than one (1) employee is required for the additional work, then the second and the third employee, as needed, will be ordered to perform the work.

10.1.2 The Employer shall maintain an open roster which reflects (1) the additional work performed by each employee, and (2) the date and the identity of the employee who first accepts each assignment when offered. Subsequent work offers shall commence with the next named employee on the roster.

10.1.3 When the Employer elects to staff a shift with personnel not scheduled for such shift, the roster will be activated. For special assignments, the Employer, in its discretion, may assign personnel from the roster who are able to perform such assignments. If all Police Officers and dispatchers refuse the work offered, or cannot be contacted within a reasonable time, ordered work shall then apply to either part-time or full-time Police Officers or Dispatchers, whichever the case may be.

10.1.4 It is understood that the above procedure shall be followed at all times, except in cases of (1) emergency, (2) insufficient time to canvass the rosters, or (3) inability to contact command personnel. Any deviation from the normal call procedures must be set forth in a written memorandum, but in no case may such deviations be for reasons other than contained herein.

10.1.5 Vacancies occurring for a full eight (8) hour shift may be filled by two (2) employees in the respective categories for a period of four (4) hours each; however, such work may not exceed eight (8) consecutive hours.

10.1.6 If an employee refuses a work offer, the time not accepted will be considered as overtime work for purposes of determining equality of distribution. An appropriate notation shall be made in the roster, and such employee shall not be offered additional work until his name is reached again in the normal sequence of offering additional work.

10.2 Overtime Pay

10.2.1 All hours worked in excess of eight (8) hours in any work day and forty (40) hours in any work week shall be paid for at one and one-half (1 1/2) times the employee's regular rate of pay. The full-time employees may elect to take compensatory time in lieu of cash payment. Such time shall also be computed on the basis of one and one-half (1 1/2) hours for each hour of overtime worked. At the time of filing the overtime request, the election stated thereon, either cash or compensatory time, shall be irrevocable. An employee may equally divide the worked overtime (one incident) between cash and compensatory time. The maximum amount of compensatory time an employee may accumulate is one hundred twenty (120) hours. If an employee has accrued compensatory time in excess of one hundred twenty (120) hours, the excess must be taken within sixty (60) days of being notified of the excess, needs of the Department permitting. If the request to take the excess time is denied, and additional sixty (60) days will be granted. Until the excess time is utilized, an employee may not request compensatory time

for overtime worked. Upon death or retirement, accumulated "comp" time will be awarded at full rate of pay at final rate.

10.2.2 All part-time employees will receive one and one-half (1 1/2) their regular rate of pay for all ordered hours worked.

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

10.2.4 No employee shall be required to work overtime unless such overtime is authorized by proper authority.

10.3 In-Service Training

10.3.1 All required or mandatory in-service training programs conducted immediately before or after an employee's regular work shift shall be paid for at one and one-half (1 1/2) times an employee's rate of pay for those hours in excess of eight (8) hours with a minimum of four (4) hours guaranteed at straight time rate.

10.3.2 All employees who are scheduled to attend in-house training which is canceled shall receive a minimum of four (4) hours pay at their regular rate of pay if employee is not notified at least twenty-four (24) hours prior to the scheduled training session. In the event of an emergency (unforeseen event) this clause is null and void.

10.4 Call-Back Time

10.4.1 An employee who is recalled to work unscheduled overtime after having completed his scheduled shift and left his work station or facility shall be paid one and one-half (1 1/2) times the employee's regular rate of pay for all such hours actually worked, with a guaranteed minimum of four (4) hours pay at straight time rate.

10.4.2 Additional work offerings must be canceled at least eight (8) hours prior to the start of the additional work. If said notification is not given, the employee shall be compensated with a minimum of four (4) hours at his/her straight time rate. The cancellation will be placed into the employee's Department voice mail after reasonable attempts have been made by the Employer to contact the employee directly.

10.5 Court Time

10.5.1 Employees who are required to appear in court or before a body having the right to require such appearance in connection with job related functions and duties outside their scheduled shift, shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours actually worked with a minimum guarantee of four (4) hours of pay at straight time rate. Employees are subject to such supervisory control as is deemed to be in the best interest of the Town. If court function lasts less than four (4) hours, the employee may elect to leave and be paid at one and one-half (1 1/2) times their regular rate of pay for hours worked.

10.6 Standby

10.6.1 No employee will be required to be on standby without compensation. Compensation will be at the rate of 25% of his/her regular hourly rate for the first two (2) hours of the standby period, and thereafter shall be compensated at his/her regular rate of pay.

ARTICLE 11 - WORK FORCE CHANGES

11.1 Filling of Vacancies, Shifts, and Job Assignments

11.1.1 Whenever a permanent opening or vacancy occur on any job assignment or work shift, a notice of such opening or vacancy shall be posted on the Department bulletin board for a period of fifteen (15) calendar days. An employee desiring to fill the position must submit a request to the Head of the Police Department no later than the end of the posting period.

11.1.2 The opening, vacant shift, or job assignment shall be filled from among those employees who have applied on the basis of seniority, provided the employees have the qualifications and the ability to properly perform the work involved.

11.1.3 Any training program mandated by the Employer shall be distributed equitably among all employees, and participation in such programs shall be considered part of the employee's regular job duties.

11.2 Promotion and Filling of Vacancies

11.2.1 Promotions and the filling of vacancies will be effected under Saratoga County Civil Service Law, Rules and Regulations.

11.3 Layoff

11.3.1 It is understood and agreed that in the event the Employer plans to layoff any bargaining unit employee for any reason, the Employer will notify the Union in writing, of its plans at least thirty (30) calendar days prior to the date that the action is proposed to commence. An executive meeting with Union representatives and the Town Board representatives shall be arranged within five (5) calendar days of such notification to discuss the anticipated layoff.

11.3.2 In the event of an actual layoff, employees shall be given at least two (2) weeks advanced notice, and the Union shall be forwarded a list of such employees on the same date that the employees' notices are issued.

11.3.3 Layoffs will be conducted in accordance with Civil Service Law, Article 5, and Civil Service Rules and Regulations, Part 5, but in no case will a full-time employee be laid off before a part-time employee.

11.4 Recall

11.4.1 When the work force is increased after a layoff, employees will be recalled according to the seniority as they appear on the established preferred list. A notice of recall shall be sent to the employee at his last known address by certified mail, a copy of which shall be sent to the Union. Employees failing to report for work within twenty (20) calendar days from the date of mailing of the notices shall be considered a quit. Employees shall be recalled in the order of seniority (most senior first).

11.4.2 No new employee shall be hired until all employees on layoff status desiring to return to work

have been recalled.

11.5 Consolidation and Elimination of Facilities

11.5.1 It is understood and agreed that the Employer, prior to implementing a change that will have an impact on the overall operations of the Police Department, including the expansion, partial or total closure, consolidation, partial or total relocation, will notify the Union, in writing, within thirty (30) days of such pending changes.

11.6 Transfer and Reassignments

11.6.1 Temporary jobs shall be job assignments not to exceed ninety (90) days duration. Should a job assignment exceed ninety (90) days, then such job shall be considered permanent and must be posted in accordance with Sections 1.1 and 1.2 of this Article.

11.6.2 No employee shall be employed under any title not appropriate to the duties to be performed, and except upon assignment by proper authority during the continuance of a temporary emergency situation, no person shall be assigned to perform the duties of any position unless he has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of Civil Service Law, Rules and Regulations.

ARTICLE 12 - CLASSIFICATIONS AND JOB TITLES

12.1 The Employer shall provide to the Union a complete list of all job titles and job classifications together with the appropriate specifications. It is understood that the maintenance of job classifications and specifications is the function and responsibility of the Employer. Under no circumstances may any new job classification be added to the list of job titles within the bargaining unit, or changes be made in the specification for any existing position until such changes have been discussed with the Union, including consideration of any proposed new salary or wage structure. Upon consultation with the Union, the Employer may then designate the new job classification and rate structure or new or changed specifications for the position. In the event the Union does not agree with the new classifications, specification, or salary or wage rate for the new position; it shall have the right to proceed immediately to negotiate with the Employer as to those subjects which are mandatory items of bargaining.

ARTICLE 13 - SICK LEAVE

13.1 Eligibility

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13.1.1 All regular full-time employees, upon completion of one (1) month of continuous service, shall be entitled to sick leave. Such employee shall be credited with one (1) day of sick leave on the last day of each month during the first year of employment, for a total of twelve (12) days. Upon completion of one (1) year of continuous employment, the employee shall be credited with thirteen (13) days sick leave annually, beginning January 1st following his/her anniversary date. Sick leave credits may be accumulated up to a maximum of one hundred sixty (160) days. The Town will allow a full-time employee to sell back to the Town, at current rate of pay, his/her accumulated unused sick leave at the time of normal retirement or medical retirement. Upon the death of an employee, accumulated sick leave credits will be paid to his/her beneficiary at his/her current rate of pay. An employee taking sick leave shall notify the Department Dispatcher at least two (2) hours prior to the start of his/her shift. An

employee may not engage in any other employment while on sick leave.

13.1.2 In addition to personal illness, leave for sickness in the employee's immediate family (i.e. parents, spouse or children), if prior approval is obtained, may be charged to sick leave. Request for such approval shall be made to the employee's Department Head, or his designee, at least two (2) hours prior to the start of his shift.

13.2 Verification of Illness or Disability

13.2.1 A full-time employee will not be required to produce a physician's certification of illness, except such certification may be required if the employee is absent more than three (3) consecutive work days, or if the Employer has reason to believe that the employee is abusing his sick leave benefits.

13.2.2 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 an employee to continue his job duties, then a third physician, mutually agreed to and selected by the two physicians, shall make the final determination. The full cost of the services of the third physician shall be borne by the Employer.

13.2.3 The Employer, at its 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 sick leave advanced to an employee shall not exceed a total of thirteen (13) days. Any such advance shall be repaid to the Employer in a manner mutually agreed to by the Employer and the employee, or deducted from moneys due to any employee upon his separation from service. It is understood that the advancement of such sick leave credits to any employee shall in no way create a precedent with respect to any future request by an employee.

13.2.4 The Employer, at its discretion, may grant sick leave at half pay for personal illness to a regular employee having not less than one (1) year continuous service after all sick leave, vacation, and personal leave has been exhausted, provided that the cumulative total of sick leave at half pay shall not exceed twenty (20) work days for each year of continuous service, plus six weeks additional sick leave at half pay. It is understood that the advancement of such sick leave pay to any employee shall in no way create a precedent with respect to any future request by an employee.

13.3 Leave for Quarantine

13.3.1 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 of required absence without charge against any 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.

13.4 Maintenance of Benefits

13.4.1 While an employee is on paid leave, all benefits of this Agreement shall continue in full force and effect.

13.5 Extended Sick Leave Without Pay

13.5.1 In those cases where the entitlement to all sick leave has been exhausted, the Employer will consider applications for extended sick leave without pay where the employee has at least three (3) years of 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 (1) year and shall be granted under such conditions as the Employer deems appropriate.

13.6 Maternity Leave

13.6.1 Female employees will be entitled to the benefits as provided by Section 205 of the New York State Worker's Compensation Law.

Sick leave shall be granted to female employees for any period of physical disability caused by pregnancy or because of childbirth, provided such condition is certified in writing by the employee's physician. The employee shall be paid sick leave benefits only for that period of temporary inability or disability certified by the employee's physician, provided that the employee has accumulated sufficient sick leave days to cover the request. A female employee shall be entitled to leave without pay for childcare for up to seven (7) months following the date of delivery. For purpose of computing the seven (7) month period, those periods during which the employee was absent for "disability" are included, and the seven month period will not be extended by the granting of disability leave or the use of accrued leave.

Notwithstanding the original terms of leave, the employee may return to employment duties after a reasonable notice (fifteen [15] days minimum) to the Head of the Police, and after the attending physician has determined the employee is physically able to return to work.

All benefits that relate to sick leave under the terms of this Agreement shall accrue to the employee for the period of temporary inability or disability certified by the employee's physician. Thereafter, the employee shall be treated as if on leave of absence without pay.

13.7 Denial of Request

13.7.1 Denial of request under Sections 13.2.3 and 13.2.4 and under this Article shall not be subject to the grievance procedure.

ARTICLE 14 - OTHER PAID LEAVES

14.1 Bereavement Leave

14.1.1 Any full-time employee who has a death in his immediate family (spouse, parents, children, step-children, step-parents, step-brother or sister, foster-children, sisters, brothers, grandparents or grandchildren), shall be granted five (5) consecutive work days of bereavement leave of absence with no loss of time or pay, and four (4) consecutive work days for bereavement leave of absence with no loss of time or pay for parent-in-law, brother or sister-in-law, son or daughter-in-law, and shall not be deducted from any other paid leave benefits. Part-time employees who are scheduled to work and encounter bereavement may request to be removed from the work schedule, without pay, for a period of five (5) consecutive days.

14.2 Jury Duty and Service

14.2.1 Should any full-time employee be required to serve on any jury or be involved in any jury service, such employee shall be granted a leave of absence for such necessary duty or service, and such leave shall be at full pay. Any jury duty pay shall be turned over to the Employer.

14.3 Civil Service Examinations

14.3.1 Employees shall be excused from 2000 hours (8:00 p.m.) the day before to 2000 hours (8:00 p.m.) on the day of the test without any loss of pay or time to participate in an open competitive or promotional Civil Service test by the Department of Civil Service of the County of Saratoga, relative to the Waterford Police Department. Such time off shall be granted provided the request for such time is submitted at least two (2) weeks before the examination is scheduled to be held.

14.4 Military Service Leave and Drills

14.4.1 Any full-time employee who is ordered by any branch of the armed forces of the United States of which he is a reserve member, the National Guard, or the State Militia, to render military service, including daily drills, shall be granted military leave of absence at full pay, for all such periods, not to exceed thirty (30) calendar days a year - New York Military Law, Section 242 and 243. Where such employees are involved voluntarily in schooling programs or other programs that require time off in addition to that provided by statute, such time off will be granted upon the request of the employee, but without pay, or upon proper authorization in writing from the employee, that such time off will be deducted from the employee's vacation credits, personal leave credits, or any other paid leave credits the employee may have accumulated other than sick leave, solely at the option of the employee.

ARTICLE 15 - SENIORITY

15.1 Definition and Accrual

15.1.1 Seniority shall be defined as the length of an employee's uninterrupted service in the Police Department, including (a) all paid leave, (b) Worker's Compensation Leave, (c) absence resulting from service-related disability, and (d) military leave, not to exceed four (4) years. Seniority shall be determined first by title and second by employee's length of employment in that job title. In determining the order of seniority between the members who join the Department or are promoted on the same date, seniority shall be determined amongst them by the order of their Civil Service mark, except as noted in Article 15.1.2. In the event of equal marks, seniority shall be determined by drawing cards from a deck of 52 with the ace being the highest card. Any employee who resigns his position and is later reinstated shall retain his accrued seniority, provided such reinstatement occurs within one (1) year from the effective date of his resignation.

15.1.2 A part-time employee who is converted to a full-time employee shall be granted six (6) months of seniority for each one (1) year worked as a part-time employee in the same title. Such employee will suffer no loss of pay for such conversion.

15.1.3 An employee's seniority will continue to accrue during any period of absence as defined in paragraph 15.1.1.

15.2 Use of Seniority

15.2.1 Seniority shall be the basis by which full-time employees select their work schedule and vacation. Part-time employee's seniority will be utilized in determining part-time work shifts and will be taken into consideration for excusals.

15.3 Seniority Lists

15.3.1 The Employer agrees to furnish the Union with an up-to-date seniority list once each year and within one week of each new hire showing (a) the name of each employee, (b) job classifications, (c) last date of hire, and (d) the continuous service of each permanent employee.

ARTICLE 16 - PROBATIONARY PERIOD

16.1 Probationary Employees

16.1.1 Each new employee who is hired to fill a position on a permanent basis shall be required to complete the probationary period for such position as follows:

Full-time Civilian Dispatcher Position - 26 Weeks	Part-time Civilian Dispatcher - 52 Weeks
Police Officer - 52 Weeks	
Sergeant - 26 Weeks	
Police Officer (Lateral Transfers) - 26 Weeks	Part-time Police Officer - 52 Weeks

Time spent on authorized leave (paid or unpaid), up to 10 days, may not be counted as part of the probationary period. A new employee may be released at any time during such probationary period. The Employer retains all rights under the Civil Service Law.

16.1.2 Probationary employees may be discharged at the sole discretion of the Employer, however, other than termination, representation rights and all other provisions of this Agreement shall be applicable to probationary employees.

16.1.3 Nothing in this Agreement shall require the Employer to continue the employment of a police officer who does not qualify for the permanent appointment because he/she has failed to qualify for certification by the Municipal Police Training Council or because he/she is otherwise not qualified to serve as a Police Officer pursuant to any other Laws or Regulations.

16.1.4 Upon the satisfactory completion of the probationary period, such employee shall be notified, in writing, of such successful completion, and they shall be entered on the seniority list retroactive to their initial date of hire.

ARTICLE 17 - UNIFORMS AND EQUIPMENT

17.1 Entitlement

17.1.1 The Employer shall furnish all Police Officers and Sergeants with complete sets of uniforms and equipment, as set forth in Appendix "B" of this Agreement.

17.1.2 Equipment other than uniforms and personal equipment shall be supplied by the Employer as outlined in Appendix "C" of this Agreement.

17.1.3 The Employer shall furnish all Full- Time Dispatchers with sets of uniforms as set forth in Appendix "D" of this Agreement. All Part- Time Civilian dispatchers will receive complete sets of uniforms as set forth in Appendix "D" of this agreement upon satisfactory completion of their initial training program.

17.1.4 The Employer shall replace any damaged uniforms & equipment used by employees that cannot otherwise be repaired, if the damage to the uniform or equipment occurred as a result of an incident directly related to such employee carrying out his/her work assignment. The employer shall examine the damaged uniforms and equipment before giving approval to replace such item (s).

ARTICLE 18 - CONTINUING EDUCATION

18.1 Full-time employees shall be entitled to participate in educational assistance programs established for job studies, with the prior written approval of the employer. In order to be eligible for tuition reimbursement, employees must be enrolled in programs which are job related in either police science or criminal justice programs. Basic computer courses related to job performance will be eligible. Furthermore, in order to be entitled to tuition reimbursement for such programs, employees must earn at least a grade of "C" or above in such classes. Full-time employees will be paid at the rate of 100% of the cost of the tuition for such courses, once they have successfully completed the said course with a cap of \$500 per semester or \$1,000 per year. However the maximum amount of tuition reimbursement the Town will be obligated to provide on a calendar year basis shall not exceed \$2,000 for the entire bargaining unit.

ARTICLE 19 - NO STRIKES OR LOCKOUTS

19.1 The Union, on behalf of itself and the employees covered by this Agreement, affirms that both the Union and the employees do not assert the right to strike against the Employer or any government, to assist or participate in such strike, or to impose any obligation to conduct, assist, or participate in such a strike. The term "strike" means any strike or other concerted stoppage of work or slowdown.

19.2 The Employer will not institute or take any part in any lockout of employees.

ARTICLE 20 - SALARIES AND OTHER EMOLUMENTS

20.1 Each employee covered by this Agreement shall be compensated in accordance with the salary schedules established in this Agreement (Appendix "A").

Wage increases as follows:

01/01/2002 - 3%

01/01/2003 - 3%

01/01/2004 - 3%

20.1.2 Each new employee shall be paid the rate of pay for the job classification for which he was hired at the starting rate of the salary schedule, and shall proceed automatically to the next step of the salary schedule on the anniversary date of his employment each year until the maximum rate of pay for the classification is reached. It is understood and agreed that effective January 1, 1999, all employees in the bargaining unit shall be placed on the salary schedule set forth in Appendix "A" appropriate to his years in service in his respective classification. Lateral transfer hires may begin their employment at a higher rate of pay, consistent with Appendix "A". The rate will be determined by the Waterford Town Board through negotiation with the new employee.

20.2 Uniform Allowance

20.2.1 During an employees first calendar year of employment with the Town, the employee shall be provided with the initial issue of items contained on the appropriate Appendix (uniforms and equipment). Thereafter full-time police officers shall be provided an annual uniform allowance of eight hundred fifty dollars (\$850.00) Full-time dispatchers and all part-time employees shall be provided an annual uniform allowance of six hundred dollars (\$600.00). All uniform allowances will be paid in two equal payments. The first payment will be made during the first pay period of January, and the second payment will be made during the first pay period of July of each year covered under this agreement. Employees are to use the uniform allowance to purchase the items listed on the appropriate Appendix as needed. Any uniforms and/or equipment purchased pursuant to this Article shall remain the property of the Town of Waterford.

20.3 Longevity Service Pay

20.3.1 In addition to the annual salaries set forth in Appendix "A", all employees of the Department having six (6) years of service in the Waterford Police Department shall receive a longevity increment in the sum of three hundred (\$300.00) dollars a year to be paid on the employee's anniversary date, and each year thereafter. This shall be increased to five hundred (\$500.00) dollars a year upon the employee's completion of nine (9) years of service, and each year thereafter. This shall be increased to six hundred (\$600.00) dollars a year upon the employee's completion of twelve (12) years of service, and each year thereafter. This shall be increased to seven hundred fifty (\$750.00) dollars a year upon the employee's completion of fifteen (15) years of service, and each year thereafter. In the year an employee separates from the Department, this benefit shall be prorated.

20.3.2 Field Training Officer (FTO) pay - Police Officers utilized to provide in-service training to new employees, will be compensated at the rate of one (1) hour of overtime for each shift worked in the capacity of a FTO provided they are certified through MPTC or DCJS as field training officers.

20.4 Shift Differential

20.4.1 Effective January 1, 1991, a shift differential of three (\$3.00) dollars per shift per day shall be paid to each employee who works the afternoon shift (4:00 p.m. - 12:00 a.m.), and four (\$4.00) dollars for the midnight shift (12:00 a.m. - 8:00 a.m.), providing such employee works at least four (4) hours.

20.5 Travel Allowances

20.5.1 Each employee who is required to travel in the performance of his official duties shall obtain prior written approval from the Department Head, and shall be reimbursed for all lodging, meals and other incidental expenses related to such trip, at the rates established by the Town of Waterford Rules and Regulations.

20.5.2 Each employee shall be compensated for the use of his personal automobile in the performance of his official duties at the rate of the current Federal mileage rate for all miles driven from and to the Waterford Town Hall, provided he obtains prior written approval from the Department Head. The above benefits do not apply to Basic School or Police Supervisor School.

ARTICLE 21 - GENERAL PROVISIONS

21.1 Non-Discrimination

21.1.1 The Employer understands that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political affiliation.

21.2 Partially Disabled Employees

21.2.1 The Employer agrees to make every reasonable effort to place permanently partially disabled employees, who were not disabled in the line of duty, on work assignments which they are able to perform.

21.3 Personal Property Damages

21.3.1 The Employer agrees to replace any article of personal property of an employee that is lost or damaged, including but not limited to clothing, eye glasses and dentures which happened as a result of an incident directly related to such employee carrying out his/her work assignment without fault or negligence on the part of such employee. All incidents of this nature shall be reported immediately. Personal cellular telephones and personal beepers will not be replaced by the Employer.

The above equipment will be capped by the Employer at the following rates:

\$200.00 - glasses

\$50.00 - watches

\$50.00 - for all other items of personal property required for the proper performance of duty.

21.4 Polygraph Tests

21.4.1 It is understood and agreed that no employee will be required by the Employer to take a polygraph test. The administration of such test shall be subject to an employee's written consent.

21.5 Temporary Employees

21.5.1 Temporary employees may be hired to supplement the work force for a period not to exceed ninety (90) days. Volunteers are hereby precluded from working within the Town of Waterford Police Department. Student interns participating in an accredited college Police study course will be allowed.

21.6 Vehicle Safety

21.6.1 No employee shall be required to operate any vehicle that would not meet the New York State Inspection Standards or equipment that is found to be unsafe. The responsibility of maintaining vehicles and equipment in safe working conditions shall be the Employer's.

21.7 Recoupment of Cost of Training

21.7.1 The parties have agreed to abide by the statutory entitlements regarding recoupment of cost of training.

ARTICLE 22 - DEPARTMENTAL RULES AND REGULATIONS

22.1 Review

22.1.1 The Employer shall notify the Union of any new rules and regulations and pledges that all such rules and regulations will be reasonable and uniformly applied and enforced.

ARTICLE 23 - SERVICE-RELATED DISABILITY AND DEATH

23.1 Service-Related Illness and Injury

23.1.1 Any bargaining unit employee who is classified as a Police Officer who becomes ill or is injured while performing his/her job duties, and who is unable to perform such duties as the result of such illness or injury, shall receive those benefits provided by the General Municipal Law Section 207-c.

23.1.2 Any bargaining unit employee who is not classified as a Police Officer who becomes ill or is injured while performing his/her job duties, and who is unable to perform such duties as the result of such illness or injury, may be paid his/her full salary while awaiting Worker's Compensation or disability benefits, as long as he/she has sufficient leave accruals. Each case will be subject to review by the Employer and benefits may be paid at Employer's sole discretion.

ARTICLE 24 - PENSION PLAN

24.1 Eligibility

24.1.1 All bargaining unit employees who are eligible for coverage under the Policeman's and Fireman's Retirement System of New York will be covered under Plan 384e, which provides for retirement at half (1/2) pay after twenty (20) years of continuous service and 1/60th credit for each year of service in excess of twenty (20) years. The Employer shall pay the full cost of the plan.

24.1.2 The Employer agrees that it will continue to provide and maintain for the term of this Agreement the pension plan which is presently in effect for all bargaining unit employees not eligible for coverage under the Policeman's and Fireman's Pension System, and the Employer shall pay the Employer contribution. The employee shall be responsible for their contribution to the plan if said is required.

ARTICLE 25 - UNEMPLOYMENT COMPENSATION

25.1 The Employer agrees to provide unemployment compensation insurance coverage for all employees covered by this Agreement as provided by New York State Law.

ARTICLE 26 - HEALTH INSURANCE

26.1 Coverage and Eligibility

26.1.1 All full-time employees in the bargaining unit shall be eligible for hospitalization and medical insurance coverage for themselves and all of their eligible dependents under a CDPHP plan offered by the Town to its employees. The employee agrees to pay 50% of all future premium increases incurred above the premium in effect as of January 1st 1999. The premium payment will be capped at 10% of the total health insurance premium. The remaining 50% of the increases will be paid by the Employer.

26.1.2 The Employer will provide Health and Dental Insurance coverage during the term of this Agreement to each full-time employee and his/her eligible dependents. A plan of at least equal coverage to the plan that is in effect as of December 31st 2001 shall be made available to each full-time employee if the CDPHP plan is discontinued.

26.2 Continuation of Coverage

26.2.1 At the discretion of the Employer, all the benefits provided by this Article will continue to stay in effect for a maximum of six (6) months during any period that a full-time employee is absent because of a non-service related injury or illness, and where such employee has exhausted all paid leave credits to which he is entitled. The employee will furnish necessary medical documentation as required by the Employer. Within thirty (30) days after conclusion of any benefits provided by this Section, employee must contact the Town Supervisor's Office to make arrangements for continued coverage, if appropriate.

26.2.2 Any employee who is permanently separated from employment with the Town of Waterford will be afforded continued health care coverage as provided per the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

26.2.3 In the event any full-time employee is killed while performing his job duties, all benefits provided by this Article shall continue for the benefit of the surviving spouse, and eligible dependents, for an eighteen (18) month period following such employee's death.

ARTICLE 27 - VACATIONS

27.1 Vacation Allowance and Eligibility

27.1.1 Full-time employees shall be credited with the following number of vacation days on January 1st of each year following their anniversary as follows:

<u>Years of Employment</u>	<u>Days</u>
1 year to less than 5 years	10
5 years to less than 6 years	15
6 years to less than 7 years	16
7 years to less than 8 years	17
8 years to less than 9 years	18
9 years to less than 10 years	19
10 years to less than 15 years	20
15 years or more	25

During the first year of employment, full-time employees shall be credited on January 1st of the year following their hiring date, the following number of days:

<u>Hiring Date</u>	<u>Days</u>
January 1st to March 31st	10
April 1st to June 30th	7 1/2
July 1st to September 30th	5
October 1st to December 31st	2 1/2

The Employer, in its discretion, may advance vacation days to an employee during his/her first year of employment if requested by said employee. If granted, those days will be reduced from the total to be credited to the employee on January 1st following their hiring date. It is understood that the advancement of said vacation days to any employee shall in no way create a precedent with respect to any future requests from employees.

If an employee's fifth (5th) or fifteenth (15th) anniversary appointment date falls within the current calendar year, the additional vacation allowance of said employee, credited on January 1st of that year, will be as follows:

<u>Appointment Date</u>	<u>Days</u>
January 1st to March 31st	5
April 1st to June 30th	4
July 1st to September 30th	3
October 1st to December 31st	2

27.1.2 Vacation credits may be carried over from one calendar year to another up to a maximum accumulation of thirty (30) work days.

27.2 Choice of Vacation Periods

27.2.1 An employee will be granted the amount of his vacation credits accumulated upon completion of the necessary continuous service time set forth in the schedule appearing in this article. If circumstances

make it necessary for the Employer to limit the number of employees on vacation at the same time during the annual selection process, the employee with the greater seniority shall be given his choice of vacation periods in the event of any conflict, except that from May through August seniority selections shall apply up to a maximum of ten (10) days.

27.2.2 No later than October 1st of each year, vacation requests forms will be distributed to employees for the upcoming year. Such forms shall be returned within sixty (60) days of distribution in order that vacation requests may be granted. All responses to vacation requests will be provided in writing no later than December 31st. Vacation schedules will be posted no later than December 31st of each year. If an employee does not elect to make a vacation selection, he will note on the vacation request form "no pick" and the Employer will have the sole discretion to approve or deny any subsequent request for vacation from said employee based upon available dates on a first-come basis. If a picked vacation slot is canceled by an employee, that vacation slot will be opened for selection according to seniority.

27.3 Computation of Time and Pay

27.3.1 All leave where employees receive full pay shall be considered as time worked in determining vacation credit entitlement.

27.3.2 Vacation pay shall be calculated at the employee's regular pay, as set forth in Article 20.1.2, for the position the employee holds at the time he/she takes his/her vacation.

27.3.3 An employee who resigns, retires, is laid off, or discharged, prior to taking his/her vacation, shall be compensated in cash for all of his/her accumulated vacation credits. In the event of the death of an employee, his/her estate shall be paid for the unused vacation credits.

ARTICLE 28 - HOLIDAYS

28.1 Recognizing and Observing Holidays

28.1.1 The following twelve (12) days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King, Jr. Day

All holidays will be observed on the calendar date (i.e. Washington's Birthday - February 22nd).

28.1.2 All full-time employees will receive a lump sum payment for twelve (12) paid holidays at the employee's regular rate of pay on the second payday in December of each year. The lump sum payment is in lieu of any additional compensation for holiday work. The Employer will make every effort not to schedule part-time employees to work any of the above holidays, needs of the Department permitting. If a part-time employee is scheduled for a holiday and works that holiday he will receive time and one-half (1 1/2) for those holiday hours worked.

ARTICLE 29 - PERSONAL LEAVE

29.1 Eligibility

29.1.1 Full-time employees shall be entitled to personal leave of absence during each calendar year.

1. Employees with up to one (1) year of service shall receive three (3) days.
2. Employees with more than one (1) year of service shall receive five (5) days.

Personal leave days shall be credited to said employees on January 1st of each year following the employee's hiring date. Personal leave, three (3) days first year. After completion of first year, five (5) personal leave days. Such leave shall be at full pay and not deductible from any other leave benefit. Personal leave may not be accumulated by an employee from one year to another. Personal leave days left unused at the end of a calendar year shall be paid by the Town to the employee on the second pay date of January of the following year. Each day shall be paid at the rate of 8 hours of straight time at the rate it was earned.

29.1.2 All requests by employees for personal leave of absence time must be made at least forty-eight (48) hours in advance of the day being requested, except that in cases of emergency, the advance notice requirement may be waived.

29.2 Unpaid Leave for Part Time Employees

29.2.1 All part time police officers will be credited with four (4) days of unpaid leave annually.

29.2.2 All part time dispatchers will be credited with two (2) days of unpaid leave annually.

29.2.3 Leave time will be credited on January 1st of each year following the employee's anniversary date. Unpaid leave may not be accumulated by an employee from one year to another and must be used in two (2) day blocks. Employees will not be paid for any unused credits.

ARTICLE 30 - PRESERVATION OF BENEFITS

30.1 With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and when appropriate, without negotiations with the Union, provided however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Employer under Article 4 of this Agreement.

ARTICLE 31 - SAVINGS CLAUSE

31.1 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by a court or competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Following such decision, the parties agree to immediately commence negotiations for a substitute to the invalidated article, section, or portion thereof.

ARTICLE 32 - STATUTORY PROVISION

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

ARTICLE 33 - TOTAL AGREEMENT

33.1 To the extent covered by the terms of this Agreement, it shall supersede any and all previous personnel rules, regulations, local laws, or resolutions. This Agreement may not be amended or supplemented unless mutually agreed to between the parties in writing and signed by authorized representatives of the Employer and the Union.

ARTICLE 34 - EXPIRATION AND MODIFICATION

34.1 Terms of Agreement

34.1.1 This shall be a three (3) year Agreement, effective as of the first (1st) day of January 2002, and which shall remain in full force and effect until and including the thirty-first (31st) day of December, 2004.

34.2 Modification and Renewal

34.2.1 This Agreement shall automatically be renewed from year to year upon its expiration, unless either party shall notify the other, in writing, at least one hundred and eighty (180) calendar days in advance of the expiration date that they desire to modify this Agreement. In the event either party exercises their right as set forth herein, and such notice is given, it is understood that negotiations for a successor agreement will commence at a mutually convenient date, but no later than one hundred fifty (150) calendar days prior to the expiration date of this Agreement.

APPENDIX "A" - SALARY SCHEDULE

FULL-TIME POLICE OFFICERS

YEAR	START	AFTER 1 YR	AFTER 2 YRS	AFTER 3 YRS	AFTER 4 YRS
January 1, 2002	27,253.68	33,093.75	35,040.45	36,987.15	38,284.92
January 1, 2003	28,071.29	34,086.56	36,091.66	38,096.76	39,433.47
January 1, 2004	28,913.43	35,109.16	37,174.41	39,239.66	40,616.48

PART-TIME POLICE OFFICERS

YEAR	START	AFTER 1 YR	AFTER 2 YRS	AFTER 3 YRS	AFTER 4 YRS
January 1, 2002	13.0125	14.1490	15.1604	16.2287	17.1492
January 1, 2003	13.4029	14.5735	15.6152	16.7156	17.6637
January 1, 2004	13.8050	15.0107	16.0837	17.2171	18.1936

SERGEANT

January 1, 2002	40,880.51
January 1, 2003	42,106.93
January 1, 2004	43,370.14

APPENDIX "A" - SALARY SCHEDULE

FULL-TIME DISPATCHERS

YEAR	START	AFTER 1 YR	AFTER 2 YRS	AFTER 3 YRS	AFTER 4 YRS	AFTER 5 YRS
January 1, 2002	24,989.23	26,898.31	27,534.67	28,171.04	28,807.38	29,443.74
January 1, 2003	25,738.91	27,705.26	28,360.71	29,016.17	29,671.60	30,327.05
January 1, 2004	26,511.08	28,536.42	29,211.53	29,886.66	30,561.75	31,236.86

PART-TIME DISPATCHERS

YEAR	START	AFTER 1 YR	AFTER 2 YRS	AFTER 3 YRS	AFTER 4 YRS	AFTER 5 YRS
January 1, 2002	10.1827	10.2736	10.4327	10.6260	10.9101	11.2510
January 1, 2003	10.4882	10.5818	10.7457	10.9448	11.2374	11.5885
January 1, 2004	10.8028	10.8993	11.0681	11.2731	11.5745	11.9362

APPENDIX "B" - UNIFORMS AND EQUIPMENT

The Police Officer's and Sergeant's uniform and equipment list is as follows:

- 1 Pair regulation shoes
- 4 Summer weight short-sleeve shirts
- 4 All weather pants
- 4 winter weight long-sleeve shirts
- 1 Regulation raincoat and hat cover
- 1 Pair leather winter uniform gloves
- 1 Winter hat with cover
- 1 Summer hat with cover
- 1 Pair overshoes
- 1 Bullet-proof vest with 1 inside cover and 1 quilted outside cover
- 1 Set of leather belt, holster, handcuffs and case, loop loader (ammo case), night stick and holder, Department issued weapon with 150 rounds of ammunition
- 1 Cool shirt
- 1 Name tag
- 1 Reflective traffic vest
- 1 Rubber glove pouch
- 1 ASP baton and holder
- 1 canister of Pepper Spray and holder
- 1 Blauer - gortex winter coat (mandatory item for any new employee hired after 1/1/97. Employees hired before 1/1/97 have the option to replace previously issued coats with a Gortex coat.)
- 1 Flashlight
- 1 Set Collar Brass
- 1 Uniform Tie and Tie Clip
- 2 Uniform Badges
- 1 Hat Badge

Any change to the above-issued leather must be approved prior to use by the Head of the Police Department.

APPENDIX "C" - VEHICLES / POLICE PACKAGE

Marked Police cars will be equipped with the following:

Air conditioning

Power door locks

Power windows

Automatic trunk release

Front seat dome light

Light and siren system

Screen divider

Radio

First aid kit

Fire extinguisher

Blanket

Crow bar

Adequate number of flares

Shotgun and rack with front seat mount

Ammo - 5 rounds slugs
5 rounds 00 buck
50 rounds 40 cal.

APPENDIX "D" - UNIFORMS AND EQUIPMENT

Dispatcher's uniform and equipment list is as follows:

3 Summer weight short-sleeve shirts

1 Long-sleeve shirt

1 Leather belt

3 Pair all-season pants

1 Pair shoes

1 Set collar brass

1 Dispatcher badge

1 Name tag

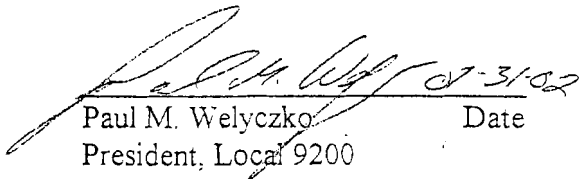
1 Sweater

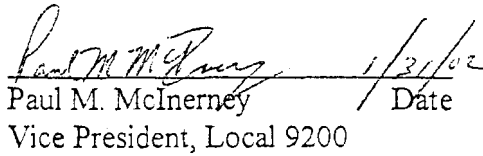
1 Tie

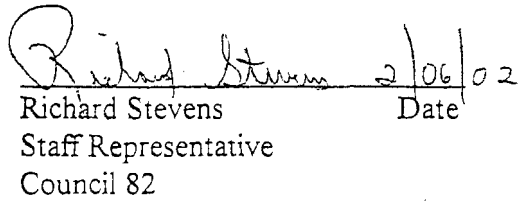
1 Tie clip

The parties set their hands thereto on the dates below:

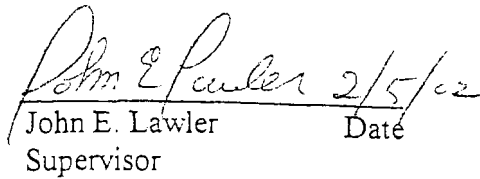
FOR SECURITY AND LAW
ENFORCEMENT EMPLOYEES,
COUNCIL 82, AFSCME, AFL-CIO:

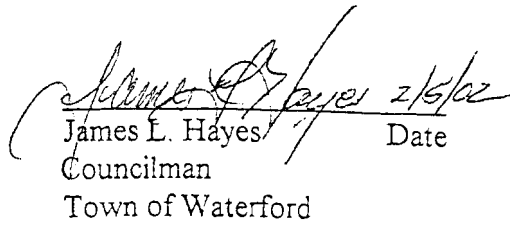

Paul M. Welyczko Date
President, Local 9200

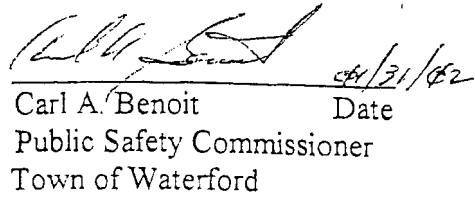

Paul M. McInerney Date
Vice President, Local 9200


Richard Stevens Date
Staff Representative
Council 82

FOR THE TOWN OF
WATERFORD, NEW YORK


John E. Lawler Date
Supervisor


James L. Hayes Date
Councilman
Town of Waterford


Carl A. Benoit Date
Public Safety Commissioner
Town of Waterford

