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POL
7335

EAST GREENBUSH POLICE OFFICERS UNION



4/4/04 - 12/31/06 -

LOCAL 1951

RECEIVED

APR 21 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

22

AGREEMENT BETWEEN
THE EAST GREENBUSH POLICE OFFICERS
UNION, LOCAL 1951, OF
SECURITY AND LAW ENFORCEMENT
EMPLOYEES, COUNCIL 82,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO,
AND
THE TOWN OF EAST GREENBUSH

January 1, 2004 - December 31, 2006

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AGREEMENT

This Agreement, entered into on the 1st day of January, 2004, by and between the Town of East Greenbush of the County of Rensselaer, State of New York, being a public employer hereinafter referred to as the "Town", and Local 1951, Council 82, AFSCME, AFL-CIO, of the Town of East Greenbush Police Department, comprised of certain public employees of the aforesaid governmental subdivision, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the parties hereto make publicly known their desire and intention to continue and maintain harmonious, orderly and peaceful labor relations between government and its employees, and to cooperate each with the other to assure at all times orderly and uninterrupted law enforcement functions and operations for the mutual interest of the safety of all residents of the Town, and

WHEREAS, the parties further desire, in the interest of clarity and order, to reduce to writing the terms and conditions of employment in accord with the intent of the New York State Civil Service Law, Article 14 thereof, as designated in the Public Employees Fair Employment Act of 1967 as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Town and the Union, acting through their duly authorized representatives, hereby agree as follows:

ARTICLE 1

The law governing this Agreement shall be the Public Employees Fair Employment Act, and such provisions of the Civil Service Law and the local laws of the Town of East Greenbush which are consistent with the said Act and the Civil Service law.

- 1.1 The parties have agreed to a number of side letter agreements relating to labor-management issues. The side letter agreements are referenced throughout the collective bargaining agreement. Before changing any of the side letter agreements, the Town will discuss the proposed changes with the Association. The Association reserves the right to challenge any changes to the side letter agreements as permitted by law, during the life of this agreement.

ARTICLE 2
RECOGNITION

2.1 Recognition

2.1.1 The Town shall recognize the Union as the sole and exclusive representative for all ranks of all sworn officers of the East Greenbush Police Department in accordance with the terms and regulations of Section 208(2) of the Civil Service Law of the State of New York, exclusive of the Chief of Police.

2.1.2 The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist or participate in any such strike.

ARTICLE 3
CLASSIFICATION

3.1 **Personnel, Classification Rates and Job Descriptions**

3.1.1 The Union shall represent the personnel listed herein: POLICE OFFICER, JUVENILE OFFICER, SERGEANT, DETECTIVE, DETECTIVE SERGEANT, LIEUTENANT AND CAPTAIN.

3.1.2 The Town agrees that in the event that any new department classification is created, rates and job descriptions shall be discussed with the Union.

3.1.3 **Juvenile Position Memorandum of Understanding dated Nov. 20 2002**

School Resource Officers are Juvenile Officers of the East Greenbush Police Department, assigned to the Youth Affairs Unit of the Detective Division of the East Greenbush Police.

School Resource Officer's will be assigned a regular duty schedule that mirrors a school schedule. (Monday through Friday 8:00AM – 4:00PM) during the school year. (September 1'st – June 30'th)

School Resource Officer's will be assigned a work schedule that covers weekends and evening hours during the summer time. (July 1'st – August 31'st)

The Senior Juvenile Detective, of the Youth Affairs Unit shall establish and post a weekly duty schedule.

The Juvenile Officer's shall not be included in determining minimum staffing levels, pursuant to section 4.8.1. of the Collective Bargaining Agreement.

ARTICLE 4
WORKING CONDITIONS

4.1 **Past Practice**

4.1.1 All other benefits currently being enjoyed by the members, whether by statute, law, ordinance, resolution or precedent, shall continue to be in effect, provided such benefit does not duplicate a similar benefit herein provided.

4.2 **Personal Property Replacement**

4.2.1 The Town shall repair or replace personal property which is lost, stolen, damaged or destroyed in the line of duty, provided such repair or replacement does not exceed \$100.00 per item.

4.2.2 Items valued in excess of \$100.00 for repair or replacement shall be considered on an individual basis.

4.2.3 Within thirty (30) days after notification of such loss, theft, damage or destruction to the Chief of Police, or his designee, the Town shall effect the repair or replacement.

4.2.4 Title to such property repaired or replaced shall vest in the original owner at the time of the loss, theft, damage or destruction.

4.3 **Firearms Qualifications**

4.3.1 All members shall receive firearms training and qualification twice annually, once in the second quarter and once in the fourth quarter of each calendar year. Such qualifications must comply with the standards set by NYS, DCJS, BMP.

4.3.2 After completion of training and qualification, each member shall receive one fifty (50) round box of factory-loaded new ammunition for his duty weapon.

4.3.3 Ammunition used in training and qualification shall be the remainder of the member's fifty (50) rounds from the previous qualification and wad or semi-wad cutter rounds, which may be reloaded ammunition.

4.3.4 Firearms training and qualification shall be completed during normal working hours whenever possible. Overtime compensation, if required to qualify on non-duty time, will be paid. The Union acknowledges that temporary scheduling adjustments and reassignments may be necessary to provide for such on-duty training and qualification.

4.3.5 All expenses for firearms training and qualification shall be borne by the Town.

4.4 **Training**

4.4.1 **Training Committee**

There shall be a standing Training Committee comprised of the Chief of Police, the President of Local 1951, the training officer designated by the Chief of Police, one member designated by the Union, one by the Chief and one member of choice by the Town Board. The function of the Committee is to facilitate communication regarding training needs and requirements and to promote a climate of mutual understanding regarding training needs and the professional development of the Department.

4.4.2 **Posting Requirements**

All training announcements will be posted for at least fourteen (14) calendar days prior to selection. All training announcements will be posted by the Chief of Police in a locked enclosed bulletin board for the members review. The Union shall provide the bulletin board. If a member wishes to attend training, the member will fill out a department training request form, with copies provided to:

- the original to the Chief of Police;
- a copy to the union president;
- a copy to the training officer;
- a copy kept by the applicant.

4.4.3 Eligibility

The Department, when appropriate, shall provide members with training and professional development appropriate to their duties. Members shall be selected for training or development on the basis of qualifications and need. Qualifications shall be determined by the members' past and present job classification, as well as past and present performance reviews. When selecting members to receive such training or development, when everything else is equal, seniority as defined in Section 4.10.1, below, shall be the prevailing factor.

4.4.4 Selection Process

Recommendations for which officers are to attend a given training program may be submitted to the Training Committee by the Chief of Police, Staff Sergeants, or the President of Local 1951. In the event more members are nominated for a given training program than can attend or than minimum coverage permits, the Training Committee will assess each nominee's qualifications and need for remedial or specialized training, as the case may be, past and present job classification, and past and present performance. The Training Committee will then recommend to the Chief of Police which nominees should attend the given training program.

4.4.5 Appeal Process

In the event the Union disagrees with the Chief of Police's final selection, the Union may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within seven calendar days from the Chief of Police's selection. Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor shall issue a written response which shall be given to the President of Local 1951. The decision of the Town Supervisor shall be final and binding upon all parties and shall not be eligible for any further appeal.

4.5 Training Credited to Work Period

4.5.1 Any and all job training, medical examinations and medical treatments involving duty-incurred injuries or disability shall be credited as actual time worked by a member in his basic work week or period and tour of duty.

4.5.2 Undated Consent Award, Arbitrator Frederick Day

- (1) The parties recognize that Articles 4.4.1 through 4.4.5 of the Agreement establish a training committee relating to the training needs and requirements of the department, establish posting requirements pertaining to training opportunities, and sets forth eligibility and selection criteria pertaining to training assignments.
- (2) The parties reiterate that these provisions and procedures pertaining to the training committee will be implemented and enforced for all training announcements and training assignments.
- (3) The Town Board may, in its discretion, appoint a representative to the training committee. If the Town Board appoints a representative to the training committee, the committee will then be comprised of (6) individuals.
- (4) The parties also recognize that when, and if, an individual police officer finds out about a training opportunity which he or she wants to pursue, he/she will provide information about the training opportunity to the Chief of Police, Union President, and Training Officer by way of the training assignment form used in the Department. In other words, a copy of the form will be provided to the Chief of Police, the Union President, and the Training Officer.
- (5) The parties also acknowledge that the training committee will meet on, at least, a monthly basis. Moreover, if because an individual officer discovers a training opportunity that he or she wants to pursue and provides appropriate notice of the training in accordance with paragraph "4", the training committee will meet on an as needed basis to address those requests and meet with the posting requirements set forth in Article 4.4.2. of the agreement.

- (6) The parties also recognize that in selecting the individual police officer who will attend the training, that the seniority of the (1) applicants for such training will not be the sole determinative factor. Instead, the training committee will review the different applicants for the training, and make a recommendation as to who among the applicants is most suited to participate in the training based upon a review of the applicant's prior experience and training in the subject area. The normal duties assigned to the individual applicant and whether the training is related to the duties and responsibilities normally performed by the applicant.
- (7) Additionally, with respect to the assignment of Department police officers to provide training (i.e., serve as the instructors) at Zone 5, or elsewhere, on their normal off-duty days, the committee will meet to discuss the criteria and factors in deciding how often, when, and under what circumstances officers should be allowed to exchange their regular days off for such training purposes.

4.5.3 Settlement agreement dated May 01, 2001:

- (1) Establish a current list of all officer' schools, seminars and training, which would show what current training and experience officers have. This would include any training that an officer received regardless of its source: (whether from this department or another, or received by the officer on their own time). A certificate of completion must accompany training.
- (2) A list shall be established of all areas of specialization's and special assignments supported by this Department. Such list shall include names of any and all officers assigned and training in these areas.
- (3) Regular days off will not be changed, unless the member's days off are included in multiple day training. In that case, the member will assume the next day or days off, following completion of said training unless other days off are recommended by the committee and agreed upon by the member and the Chief.

- (4) For a one-day training that falls on the member's duty day yet beyond their scheduled hours of duty, that member may at his/her discretion, accept the hours of training as his/her hours of duty or work the training on an overtime basis.
- (5) All training that the Town agrees to whether receiving or given, regardless of duration or topic will be discussed at the training meetings. After a review of the training opportunity, a recommendation from the committee will be submitted to the Chief of Police.
- (6) The Chief of Police, Sergeants, or the training coordinator at the direction of the Chief of Police, shall make any schedule changes in regard to training.
- (7) All training announcements, which are received by any member of this department, shall be immediately placed into the training bulletin board slot for review and possible posting.
- (8) Upon completion of training, members will also complete required departmental training completion forms and provide additional documentation as required.
- (9) The training request forms shall be filled out with copies distributed to the appropriate personnel prior to said training. The form will include the appropriate attached teletypes or any pertinent information available.
- (10) The department shall maintain training records for each member and each training program.
- (11) All training whether receiving or given will be done by the member in the official East Greenbush Police Department uniform, unless other means of appropriate attire is so stated in the training announcement.
- (12) In general, the Union participates in this committee to ensure that training is fairly distributed, and that changes to the duty schedule, because of training are done in a fair manner. This process is intended to reduce and/or eliminate grievances that may arise from training related issues.
- (13) Any annual training for officers which exceeds 25 such days will require the prior approval of the Town Supervisor. (for this calendar year, the 25 day training limit will commence with the signing of this agreement.)

The Union recognizes that the training committee guidelines 4.5.3 are not part of the collective bargaining agreement. Moreover, the Union recognizes that such guidelines can be changed and amended, from time to time, as deemed appropriate. Finally, the Union recognizes that the training committee guidelines provide additional detail to the collective bargaining provisions pertaining to this matter but that the provisions contained within the collective bargaining agreement will control any issues concerning any rights and responsibilities of the parties relating to this matter.

4.6 Basic Work Week or Period

4.6.1 Due to the unique scheduling employed in the Police Department, each member is scheduled to five (5) days of duty in each consecutive seven (7) day period. The basic work week or period for each full time member shall be considered as his pre-scheduled forty (40) hours in his prescheduled seven (7) day period.

4.6.2 In the event bidding for new shifts (refer to Section 4.9.1, below), would cause a member to be assigned to work more than five days in any seven day period, management and the Union will meet to facilitate regular scheduled days off for the member. Such meeting will occur before the schedule goes into effect. Such member will not be required to work more than five days in any seven day period provided:

- (1) such scheduling does not interfere with the immediate and necessary operations of the Department; or
- (2) cause the assignment of overtime to cover the days; or
- (3) cause the staffing level to drop below minimum staffing.

4.6.3 Side letter agreement dated December 23, 27, 1999:

Except in emergency situations, to be determined by the supervising police officer on duty or on call, no member shall be assigned extra work under this or any other section of the Agreement, when, given the member's current posted work schedule, the extra work would cause the member to work in excess of sixteen (16) continuous hours or more than sixteen (16) hours during any twenty-four (24) hour period. For the purpose of this provision, a members "current posted work schedule" shall not include any assignment to special details.

For the purpose of this section, "special details" shall be defined as details authorized by the department and paid by an outside contractor (i.e. – school athletic events, school dances, etc...)

4.7 Time Records

4.7.1 Time Cards

The Town will provide each member with a time card which will be securely kept and used exclusively by the member. The member shall register either "present and ready for duty" or "departure from duty" for all scheduled tours of duty or special tours of duty. For the purposes of this provision, "present and ready for duty" shall mean being physically present at Police Headquarters and being uniformed and equipped or otherwise prepared to immediately carry out duties associated with a scheduled tour of duty or special tour of duty. Upon request, a member will be provided with a copy of the member's time records.

Article 4.7.1 of the agreement will be amended to provide that the installation of a time clock/other mechanical device to register attendance will be permitted by the contract. The terms of this will be negotiated with the Union before implementation.

4.7.2 Unauthorized Leave

All existing attendance rules and procedures for requesting and receiving authorized leave shall remain in effect. In the event a member departs from duty without authorized leave, such leave shall be deducted from the member's accrued personal leave credits. In the event no personal leave credits remain available to the member, the absence shall be considered to be an "absence without leave" and the member will not be eligible for compensation for the period of leave and the member will be subject to appropriate disciplinary action.

4.7.3 Correction of Errors

A member must immediately bring errors in time records to the attention of the Chief of Police who will investigate the matter and make and initial the correction once the error has been verified.

4.7.4 Falsification of Time Records

A member who, after investigation, is found to have falsified or altered a time card, or the time card of another member, or completed a time card for another member, will be subject to appropriate disciplinary action.

4.8 Minimum Shift Coverage

4.8.1 For the protection and welfare of the residents, businesses and visitors of the Town of East Greenbush, as well as the Police Officers of the Town of East Greenbush Police Department, it is the intention of the Town and the Union that for the duration of this Agreement there be three (3) sworn Police Officers on duty at all times.

4.8.2 When due to vacation, illness, injury, personal time, etc., the schedule leaves a below minimum staffing level on duty, a previously established list in order of seniority, utilized on a rotating basis, shall be used to contact all the Police Officers to fill the open officer position. If, after the list is polled completely, no officer is available, the vacancy shall be filled as stated in Section 4.8.5. (Mandatory overtime).

4.8.3 Except as precluded in 4.9.7, this does not preclude any authority the Chief of Police may have to order an officer on to duty or to hold an officer beyond his regular shift, or to temporarily change an officer's shift to provide for the two-officer coverage.

4.8.4 Patrol Officer, for the purpose of this Section, shall mean any and all uniformed Patrol Officers and uniformed Patrol Sergeants of the East Greenbush Police Department, including members of specialized units who have been selected for patrol duty.

4.8.5 Mandatory Overtime

- (1) Under an emergency staffing shortage wherein other prescribed methods to provide staffing have failed, and only when there are less than minimum staffing levels, there being no volunteers and not less than two (2) attempts to canvas for volunteers, it shall be the policy of the Department, in the interest of public and employee safety, to compel certain employees to return to duty or remain on duty.
- (2) The need for mandatory call-back to duty shall be determined by the senior ranking on-duty supervisor, or if none, the senior on-duty police officer.
- (3) The members, on-duty, preceding the short shift, with the least accumulated "call-back" time, shall automatically be held-over, on-duty for four (4) hours, to be extended an additional four (4) hours if necessary.
- (4) The member scheduled on-duty, on the shift immediately following the short shift, with the least accumulated "call-back" time, shall be notified to report on-duty four (4) hours early, and shall relieve the member described in Section 4.8.5(3), above.

- (5) In the event two (2) or more members are tied with the least accumulated "call-back" time, as per 4.8.5(3) and 4.8.5(4), the junior member shall be selected.
- (6) In failing to gain the attendance of members with the least "call-back" time, in 4.8.5(3) and 4.8.5(4), the remaining members of each shift will be notified in order of accumulated "call-back" time, until the shift is filled.
- (7) If staffing shortage remains, regular days-off of the affected shift shall be cancelled, junior member first, and if necessary, the days off of the following shift and preceding shift shall be cancelled until the staffing shortage is resolved through attendance of sufficient numbers of members.
- (8) Training assignments, police schools, compensatory time and vacation will be cancelled, in that order, junior members first, if staffing remains insufficient.
- (9) A record shall be maintained at Communications, which records all duty hours of members who have responded to mandatory call-back to duty orders.
- (10) A member returning from an extended absence in excess of eight (8) continuous weeks, other than vacation leave, will have their "call-back" record credited with the average hours of mandatory time worked by members of their shift during the absence.
- (11) At least thirty-six (36) hours will separate the starting hours of any two (2) Mandatory Call-back to Duty tours assigned to any one member.

4.9 Shift Bidding

4.9.1 The Town agrees that bidding will occur on or about March 1st, July 1st and November 1st. A Work Schedule Bidding List shall be posted in a conspicuous location within the Police Station, in an area used for the posting of general police information. This posted Work Schedule Bidding List shall accurately reflect the duty assignments available for bidding within the Police Department, including the hours of duty and days off duty for each assignment position to be bid. The Work Schedule Bidding List shall remain posted for at least fifteen (15) days, but no more than twenty (20) days. Within two (2) days of the removal of the Bidding List from such posted location, a new List of Assignments shall be so posted and shall become effective on or about April 1st, August 1st and December 1st, respectively.

4.9.2 It is understood that shift and days off assignments are not bid separately and will be awarded with the duty assignments available for bidding within the Police Department as reflected by the Work Schedule Bidding List as posted for bidding. The shift and days off assignments awarded in accordance with the bidding procedure shall remain in effect for the duration of the bid.

4.9.3 Shift bidding and the resulting assignments shall be by seniority, as defined in Section 4.10.1, below.

4.9.4 Members shall bid for assignments, which shall include hours of duty and days off, by indicating their choice of assignment positions as shown on the Work Schedule Bidding List as posted.

4.9.5 The Chief of Police shall retain the right to limit the bidding of shifts to the positions within the Uniformed Patrol Division and to full-time members only.

4.9.6 The shifts to be bid may include, but shall not be limited to, the following for uniform patrol:

1. 7 a.m. - 3 p.m.
2. 3 p.m. - 11 p.m.
3. 11 p.m. - 7 a.m.

The start and finish times of existing shifts shall not be changed without mutual agreement.

4.9.7 When reassignments are necessary, the reassigned member shall accept the scheduled hours of duty and days off of the absent member whose assignment position is being assumed for the duration of the bid or until the absent member returns to duty. Voluntary reassignments shall be by greater seniority. Involuntary reassignments shall be by lesser seniority. If reassignment is necessary due to the illness or injury of a member and the member's absence is anticipated to be more than ten (10) calendar days, the Chief of Police shall give the member who is to be reassigned a notice of reassignment, in writing, at least seven (7) calendar days prior to the effective date of the reassignment. If reassignment is necessary due to the termination of employment of a member, the Chief of Police shall give the member who is to be reassigned a notice of reassignment, in writing, at least seven (7) calendar days prior to the effective date of the reassignment. Involuntary reassignments shall not be made because of the temporary absence of a member due to scheduled vacations or training.

4.9.8 When an employee enters the bid during any cycle, that member shall do so where his or her seniority allows them and the shifts will be rebid if necessary.

4.10 Seniority

4.10.1 Seniority, for the purpose of this Article, shall be determined as follows:

- (a) by current rank;
- (b) by continuous time in current rank, including temporary and provisional time served, provided it was continuous and resulted in a permanent appointment;
- (c) by original appointment date with the East Greenbush Police Department, including any temporary and provisional time served, provided it was continuous and resulted in a permanent appointment.

4.10.2 Members shall forfeit any and all seniority rights only for the following:

- (a) he resigns and does not return to duty within one (1) year;
- (b) he is dismissed and is not reinstated; and
- (c) he retires.

ARTICLE 5
SALARIES

5.1 Base Salaries for Full Time Members

5.1.1 Pay Increases 2001

Commencing January 1, 2001, the base rate will be increased by three percent (3%) which reflects the negotiated pay increase.

5.1.2 Pay Increases 2002

Commencing January 1, 2002, the base rate will be increased by three and one-half percent (3.5%) which reflects the negotiated pay increase..

5.1.3 Pay Increases 2003

Commencing January 1, 2003, the base rate will be increased by three and one-half percent (3.5%) which reflects the negotiated pay increase.

5.1.4 Pay Schedule

The schedule set forth below shall be the applicable schedule for the period January 1, 2004 through December 31, 2006.

2004 (3%)

Start + \$1,009	\$34,635
1 yr. + \$1,109	\$38,092
2 yr. + \$1,232	\$42,290
3 yr. + \$1,257	\$43,147
4 yr. + \$1,283	\$44,034
5 yr. + \$1,383	\$47,471

2005 (3.5%)

Start + \$1,212	\$35,847
1 yr. + \$1,333	\$39,425
2 yr. + \$1,480	\$43,770
3 yr. + \$1,510	\$44,657
4 yr. + \$1,541	\$45,575
5 yr. + \$1,661	\$49,132

2006 (3.5%) (+ \$750)

Start + \$1,255 = \$37,102 + \$750 = \$37,852
1 yr. + \$1,380 = \$40,805 + \$750 = \$41,555
2 yr. + \$1,532 = \$45,302 + \$750 = \$46,052
3 yr. + \$1,563 = \$46,220 + \$750 = \$46,970
4 yr. + \$1,595 = \$47,170 + \$750 = \$47,920
5 yr. + \$1,720 = \$50,832 + \$750 = \$51,602

5.1.5 Step Increments

Each full-time member shall, on the member's respective employment anniversary date with the Police Department as a full-time Police Officer, receive the next appropriate annual base salary as provided for in the annual base salary schedules that corresponds with the members newly achieved length of time in service with the East Greenbush Police Department.

5.2 Longevity Increment

5.2.1 In addition to their regular pay, each full-time member shall receive an additional sum in addition to their regular salary, commencing on the start of their:

8th Year: \$750	18th Year: \$500
10th Year: \$750	20th Year: \$1000
12th Year: \$750	25th Year: \$1000
15th Year: \$750	

All longevity payments will be added to the members base salary and be cumulative.

5.3 Sergeants Pay

5.3.1 Effective January 1, 1997, each full-time member appointed to the grade of Sergeant shall receive an additional twelve-hundred and fifty dollars (\$1,250) annually in addition to the member's annual salary base.

5.3.2 First Aid & Defibulator Training

Article 5, Salaries, will be amended to provide that employees who are certified, trained and required to provide first aid and AED services throughout the entire year as part of their job duties and responsibilities will be provided an additional annual total payment of:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
(2004)	(2005)	(2006)
\$250	\$500	\$750

5.4 Shift Differential

5.4.1 Eligible Shifts

Effective September 1, 1997, a member who is scheduled to work the 4:00 p.m. to 12:00 midnight shift or the 8:00 p.m. to 4:00 a.m. shift or the 12:00 midnight to 8:00 a.m. shift (refer to Section 4.9.6, above) will be compensated an additional twenty-five cents (\$.25) per hour for all hours worked during such shift. A member who is temporarily reassigned to work such a shift in accordance with Section 4.9.7, above, will receive the shift differential. A member who is called on to duty or is held beyond the member's regular shift will not receive the shift differential.

5.4.2 Sick Leave, Workers' Compensation, 207-c, Maternity Leave

The shift differential will not be applied to any leave taken due to an illness, injury, or disability. [Refer to Section 7.4 (Sick Leave); Section 7.10 (Workers' Compensation & 207-c); Section 7.16 (Maternity Leave)].

5.4.3 Other Paid Leaves

The shift differential will be applied to Holiday Compensation (Section 7.2), Vacation Leave (Section 7.11), Personal Leave (Section 7.12), Birthday Leave (Section 7.14), and Bereavement Leave (Section 7.15).

5.5 College

5.5.1 Full-time members possessing a college degree shall receive, in addition to their otherwise annual base salary, the sum of two hundred (\$250.00) dollars for an Associates Degree, the sum of five hundred (\$500.00) dollars for a Bachelors Degree, and the sum of one thousand (\$1,000.00) dollars for a masters degree. For those employees hired by the Town on or after January 1, 2001, in order to be entitled to the college degree differential payments hereunder, the employee must earn and possess the degree in either criminal justice or police science.

5.6 Pay Periods

5.6.1 A member's hourly rate shall be calculated by dividing the amount set forth in Section 5.1.4 by two thousand and eighty-eight (2,088) hours.

All incentives except cleaning and sick leave incentives are to be added to base for OT calculations.

5.6.2 Pay Period

A member shall be paid at the member's hourly rate of pay for all hours worked in the fourteen-calendar day pay period, plus any differentials, on a biweekly basis.

5.7 Overtime

5.7.1 Overtime Rate

Members who shall work in excess of eight (8) hours in any one (1) tour of duty, or more than forty (40) hours in any basic work week period, shall be compensated at the pay rate of time and one-half (1 ½) for each hour so worked, based on the respective member's regular hourly wage. Overtime on holidays shall be paid at the rate of two and one-half (2 ½) times the regular hourly rate.

5.7.2 Compensatory Time

A member will have the option of receiving "compensatory time" in lieu of paid overtime. In the event the member chooses to receive compensatory time, the member will be credited with the equivalent of one and one-half (1 ½) hours of compensatory leave credits for all authorized time worked over eight (8) hours in a given workday or forty (40) hours in a given workweek.

5.7.3 Maximum Accumulation of Compensatory Time

A member who is eligible for compensatory time may accumulate up to _____ hours in compensatory leave credits. In the event a member accrues more than _____ hours of compensatory leave credits, the member must either use the excess compensatory leave credits within the pay period in which it is earned or take paid overtime. An employee hired on or after January 1, 2004 will be allowed to accumulate up to a maximum of one-hundred (100) hours of compensatory time. 400 Hours will be in effect until January 1, 2006

5.7.4 Taking Compensatory Leave

A member must receive prior approval from the Chief of Police, or designee, to take "compensatory leave". A member will be allowed to take compensatory leave without prior notice, provided:

- (1) Such leave does not interfere with the immediate and necessary operations of the Department; or
- (2) Cause the assignment of overtime to cover the shift; or
- (3) Cause the staffing level to drop below three (3) members at any time.

5.7.4.1 Undated side letter between Local and Town

Compensatory Time off for the upcoming year is not to be submitted prior to January 1st of that upcoming year.

5.7.5 Year-End Buy-Back of Compensatory Time

Each year, a member may receive cash payment for up to one-hundred (100) hours of unused compensatory leave credits to which the member is properly entitled at the member's then current rate of pay. The member must give notice to the Chief of Police, in writing, on or before November 1st. Payment will be made in a separate check on the first pay date after December 1st.

5.7.6 Termination of Employment

A member who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive cash payment for unused compensatory credits to which the member is properly entitled at the member's then current rate of pay.

5.7.7 Assignment to Work Overtime

Members who work overtime shall be selected by their qualifications, training and seniority. Seniority shall prevail when all else is equal. Seniority is as defined in Section 4.10.1, above. The Chief of Police will establish a procedure for contacting officers about overtime opportunities under this provision. Each officer shall provide the Chief of Police a phone number at which he or she can be contacted to be notified about the overtime assignment opportunity. The Chief will only have to attempt to contact the officer at one such number. If the officer is not available or does not respond to the call within fifteen (15) minutes of the placement of such call, the Chief can then proceed with contacting other officers as per the provisions of this section.

When a member of a specialized unit (for ex SRO or detective) takes patrol overtime, that member is subject to mandatory overtime assignments when applicable for that specific shift.

5.7.7.1 Side letter agreement dated November 20, 2002

5.7.7.A : If any member is assigned overtime as a result of a full canvass, and subsequently reports they are unable to work same, the department will refer to the original overtime canvass sheet and canvass other members who indicated a desire to work the overtime. This canvass shall begin immediately following the originally assigned offer. If no assignment is made at the completion of this effort, a new full canvass shall be conducted, replacing, in it's entirety, the cancelled canvass.

5.7.7.B. An overtime need of the department firmly expected to last two (2) hrs. or less, shall be filed first by a short canvass of those members who will already be on duty, or who will be coming on duty. The assignment will be awarded to the senior most volunteer member of the appropriate on duty or incoming shift. A canvass sheet shall be used to record the results of this short canvass, and will be filed separately from all other canvass sheets. Short canvass assignments shall not effect the order of rotation of full canvass assignments. Members so assigned shall be paid at overtime rate of pay for hours actually worked as per 5.8.4., and 5.7.1. Short canvass assignments shall not be extended. Any continuing overtime need of the department shall cause a full canvass of members.

5.7.7.C An overtime need of the department, requiring specially trained members to respond shall be filled by a specialist canvass. This shall follow the same rotation procedure of assignment as set forth in this article for conducting a regular full canvass, except that only those members having the particular special training shall be canvassed. A canvass sheet shall be used to record the results of this special canvass and will be filed separately, by specialty, from all other canvass sheets. Specialty canvass assignments shall not effect the order of rotation of full canvass assignments. Members so assigned shall be paid at the extension of shift rate as set forth in section 5.8.4. if applicable; if not, then at the call back rate as set forth in section 5.8.3.

5.7.7.D When criminal investigation requires additional dedicated attention, the assigned or investigating officer(s) shall be first offered the opportunity to conduct this investigative work. Should this officer(s) not be available for this assignment, a full overtime canvass shall be conducted to fulfill this need. If an on duty member is given an "assigned officer" detail that officer will be replaced if necessary for a minimum staffing levels, through the use of a full overtime canvass. Members will be paid in accordance as set forth in section 5.8.3., and 5.8.4.

5.7.8 Credit for Paid Leave

Holidays, Birthday Leave, Vacation Leave, Personal Leave, Sick Leave, and Bereavement Leave shall be included as time worked in the computation of overtime.

5.7.9 Payment of Overtime

Payment of overtime shall be subject to the submission of a claim form and proper certification by the Chief of Police, or the Chief's designee, as to the number of hours worked and the reason thereof, including certification in the form of production of legal process and/or other appropriate verification of attendance as may be deemed necessary.

5.7.9.A Overtime will be pre-approved by a supervisor unless it results through urgent necessity, is a direct extension of an assigned shift, or as a result of responding to and deploying police personnel to an active emergency. In all such cases, supervisory notification shall be made immediately or as soon as practical for overtime approval.

Members shall submit overtime slips (Time Keeping and Attendance Reports) to the police supervisor who approved the overtime.

5.7.9.B. Any member using medical leave for their entire shift shall be ineligible for any overtime assignments for a period of eight (8) hours prior to, and eight (8) hours proceeding said taken medical leave. This will not apply to a scheduled medical appointment or routine office visit of short duration in which case the member will submit the appropriate medical record of having been personally seen.

5.8 Call Back to Duty

5.8.1 Any member who shall be called back to duty shall be compensated at a pay rate of time and one-half (1 ½) per hour for each hour worked, based on the respective member's regular hourly wage.

5.8.2 Call back to duty shall mean returning to active duty with the Police Department, as well as being required to appear or give testimony before any Grand Jury, court, departmental or agency hearing which may compel a member's attendance, either by subpoena, written notice, or by direction of a superior officer.

5.8.3 Call-Back Pay

Effective September 1, 1997, any member who is called back to duty as defined in Section 5.8.2, above, shall receive a minimum of three (3) hours pay at the rate of one and one-half (1 ½) times the member's regular rate of pay for each such call back to duty.

5.8.4 Section 5.8.3, above, shall not apply in any case when the call back to duty is a direct extension of a regularly scheduled tour of duty for that member. In this case, the member shall be compensated in accordance with the provisions of Section 5.7.1 (Overtime), above.

5.8.5 On-Call Stipend

A member who is assigned to On-Call Supervisor duty shall receive a stipend equal to one and one-half (1 ½) hours of pay at one and one-half (1 ½) times the member's regular hourly rate of pay for each eight (8) hours of performed on-call supervision. Effective September 1, 1997, a member who is assigned to On-Call Supervisor duty on January 1st, Easter Sunday, Memorial Day (observed), July 4th, Thanksgiving Day, or Christmas Day (December 25th) shall receive a stipend equal to three (3) hours of pay at one and one-half (1 ½) times the member's regular hourly rate of pay for each eight (8) hours of performed on-call supervision. Such stipend will be in addition to compensation for any hours actually worked.

5.9 Field Training Officer Stipend

5.9.1 A member selected as a Field Training Officer will receive one (1) hour of overtime for each eight (8) hours of Field Training duty served.

5.10 Lateral Transfer

5.10.1 Any newly appointed member of the Police Department who shall have prior permanent, full time Civil Service Police Officer status with any municipality, County or State police agency within New York State, shall receive an annual base salary as provided in Section 1 of this Article, commensurate with such officer's prior years of permanent Civil Service Police Officer experience, provided that any such newly appointed officer does not receive an entry level annual base salary of any amount exceeding the "After 3 years of service" salary rate as established in Section 1 of this Article.

5.10.2 The provisions of this Section shall not, in any manner, have any effect on any such newly appointed officer's departmental status as pertains to seniority, vacation, shift bids, or any other benefit that may be derived from any longevity of service within this Police Department. In addition, the provisions of this Section shall not apply unless such newly appointed officer has successfully completed the New York State Bureau of Municipal Police Basic Police Officers Training Course, or its equivalent, prior to the date of his appointment with this Police Department.

ARTICLE 6
GRIEVANCES AND ARBITRATIONS

6.1 **General**

6.1.1 It is the intent of this Article to provide the sole procedure for the settling of disputes between the Union and the Employer and grievances of employees arising out of the meaning, application or operations of this Agreement.

6.1.2 No provision in this Agreement shall be interpreted to require the Union to process a grievance of an employee at any stage of the grievance procedure if the Union considers the grievance to be without merit.

6.2 **Definitions**

6.2.1 "Employee" shall mean any person employed by the Town of East Greenbush Police Department covered by this Agreement.

6.2.2 "Grievance" shall mean any disputed matter pertaining to conditions of employment, including the meaning, application and interpretation of this Agreement.

6.2.3 "Immediate Supervisor" shall mean the officer of the next higher level of authority who normally supervises the employee's work and approves his time record or evaluates his work performance.

6.2.4 "Work Day" shall mean all days other than Saturdays, Sundays, legal holidays recognized by this Agreement, and any holiday declared by the Town.

6.3 **Matters Relevant to Grievance Procedures**

6.3.1 The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties, but not to exceed ten (10) work days. The failure of the Union to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the immediate supervisor, the Chief of Police, or Town to answer within the time limits set forth shall be deemed to be a resolution of the grievance in favor of the aggrieved.

6.3.2 Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

6.3.3 In the case of a class action grievance, the grievance may be submitted directly to the Chief of Police, or his designee.

6.3.4 A grievance must be originally presented within ten (10) work days of its occurrence or knowledge of its occurrence.

6.4 **Union Stewards and Representatives**

6.4.1 Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other Union officers and representatives who may represent employees shall be certified in writing to the Employer by the local Union.

6.4.2 Union stewards and authorized Union officers shall have the right to investigate and process grievances for reasonable periods of time during their regular working hours without loss of pay. Employees seeking release time to process a grievance must notify their supervisor. Permission shall be granted unless such leave shall cause serious interference with operations of the Unit. Should such occur, arrangements shall be made to relieve such Union representative as soon as possible.

6.4.3 Local Union President, or his designee, the aggrieved employee(s), and necessary witnesses shall suffer no loss of time or pay, or be required to charge accrued leave credits as the result of time spent in attending grievance hearings and arbitration's during their regular working hours.

6.5 **Rights of the Parties**

6.5.1 Either party may inspect and copy, upon request, any written statements of witnesses or records which are relevant to the grievance and which are in the possession of the other party in advance of the date of such hearing.

6.6 Grievance Procedure

STEP 1: The Union steward or other authorized representative of the Union, with or without the aggrieved employee, shall present the grievance orally to the immediate supervisor. The immediate supervisor may then make such investigation as he deems appropriate, including consultation with his superior. A decision shall be rendered to the grievant and his representative within five (5) work days after the presentation to him at this step.

STEP 2: If the matter is not settled at Step 1, the grievance may be submitted within ten (10) work days of the date such decision is received by the local Union President, or his authorized representative, to the Chief of Police, or his designee. A meeting shall be held between the Chief of Police, or his designee, and the Union President, or his designee, not later than ten (10) work days after the date the grievance is submitted at this step. The Chief of Police, or his designee, shall transmit to the Union President, or his designee, his decision in writing on any grievance matter within ten (10) work days after the date that such meeting was held.

STEP 3: If the matter is not settled at Step 2, the grievance may be submitted within ten (10) work days of the date such decision is received, by the Union President, or his designee, to the Town Supervisor, or his designee. A meeting shall be held between the Town Supervisor, or his designee, and the Union's representatives no later than ten (10) work days after submitting the grievance at this step. The Town Supervisor, or his designee, shall transmit to the Union his decision, in writing, on any grievance matter within ten (10) work days of the date that such meeting is held.

STEP 4: If the Union is not satisfied with the decision on the grievance at STEP 3, it may, within thirty (30) work days of receipt of the decision of the Town Supervisor, or his designee, submit the matter to the arbitration step in the manner set forth in the Section below.

6.7 Arbitration Procedure

6.7.1 In the event that the Union desires to submit an unresolved grievance to arbitration, a notice of the demand for arbitration, together with a copy of the grievance, shall be sent by registered or certified mail to the Town Supervisor and the New York State Public Employment Relations Board, which shall select the arbitrator according to its rules of procedure.

6.7.2 Arbitrators shall be requested to render their decisions on any matter submitted to arbitration within thirty (30) calendar days of the date that the arbitration hearing was held, or within thirty (30) calendar days of the submission date of any written briefs, should such be required. The rules of procedure of the American Arbitration Association shall be used in conducting all arbitration hearings.

6.7.3 No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

6.7.4 The expenses and fees of the arbitrator and the administrative fees of the New York State Public Employment Relations Board shall be shared equally by the parties.

6.7.5 In the event a member believes that any provision of this Agreement has been violated or misinterpreted, the member shall have the right to present a grievance in accordance with the procedures provided in Step 1, Step 2 and Step 3 of the Grievance Procedure (Section 6.6), but the member may not advance a grievance to the Arbitration Procedure (Section 6.7).

6.8 Disciplinary Procedure

6.8.1 Discipline for Just Cause

The Town shall not subject a member who has completed probation, as defined by the applicable Civil Service Rules, to any disciplinary action or penalty except for just cause. Disciplinary action shall be progressive and corrective.

6.8.2 Notice of Discipline

The Town shall provide the member with a written Notice of Discipline which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the President of Council 82.

6.8.3 Disciplinary Hearing

In the event the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor.

The appeal must be submitted in writing, within seven (7) calendar days from receiving the Notice of Discipline.

Within seven (7) calendar days after receiving the appeal, the Town Supervisor shall meet with the disciplined employee and the designated representative of the Union. Within seven (7) calendar days after said meeting, the Town Supervisor shall issue a written response, which shall be given to the member and the President of Council 82.

6.8.4 Appeal of Disciplinary Action

In the event the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to an arbitrator selected from an established panel of five (5) arbitrators. The demand for arbitration must be filed within seven (7) calendar days of receiving the response from the Town Supervisor or when the response should have received. Said panel shall be established by mutual agreement between the Town and Council 82 and published in a memorandum of agreement. Said memorandum of agreement shall include, at a minimum, a ten (10) day limit for submission of briefs (if any) and a ten (10) day limit after receipt of briefs (if any) for issuance of the arbitrator's award. Selection of the arbitrator shall be made from the panel by the Public Employment Relations Board's Director of Conciliation who shall contact each of the five (5) arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date. The fees of the arbitrator shall be shared equally by the Town and the Union. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties.

6.8.5 Imposition of Disciplinary Action

No disciplinary action or measure shall be imposed upon a member prior to the exhaustion of the appeal procedure set forth in Section 6.8.4, above. A member may, however, be suspended without pay pending the outcome of such proceedings only if the Employer determines that there is probable cause to believe that the member's continued presence on the job represents an actual danger to persons or property, or would severely interfere with operations. Suspensions without pay may not exceed thirty (30) calendar days. In the event a member is suspended without pay, the determination shall be reviewable by the arbitrator. Before any suspension begins, the disciplined employee, upon request, will be allowed to discuss the matter with the Union steward or other authorized representative of the Union before the member may be required to leave the premises of the member's duty assignment. The Employer will make an area available for this purpose.

6.8.6 Civil Service Rights

The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

6.8.7 Limitations

No employee shall be brought up on disciplinary charges for acts which occurred more than one (1) year following the alleged conduct giving rise to the charge, except that the above limit shall not apply to acts which, if proved in a court of appropriate jurisdiction, would constitute a crime.

ARTICLE 7
HOLIDAYS AND LEAVES

7.1 **Holidays**

7.1.1 The following days will be paid holidays for all members as indicated below:

New Year's Day
Martin Luther King Day (Observed)
Lincoln's Birthday
Easter Sunday
Memorial Day
Flag Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

7.1.2 For the purposes of this Agreement, the holidays as listed shall be the actual dates as specified herein.

7.2 **Holiday Compensation**

7.2.1 All members who shall work a tour of duty on a holiday as designated in Section 7.1 of this Article shall be compensated with eight (8) hours of overtime pay at the respective member's appropriate rate, in addition to the member's regular daily pay.

7.2.2 Any full time member not working a tour of duty on a holiday as designated in Section 7.1 of this Article shall receive an additional eight (8) hours pay at the respective member's regular hourly pay rate.

7.3 Illness on Holiday

7.3.1 Any member on sick leave who is scheduled to work a regularly scheduled tour of duty on any holiday as designated in Section 7.1 of this Article shall forfeit any and all holiday pay benefits, in addition to a regular day's pay, unless such illness is substantiated to the full satisfaction of the Chief of Police, or his designee.

7.4 Sick Leave

7.4.1 Each full time member of the East Greenbush Police Department appointed to the Police Department after January 31, 1974, shall receive thirty (30) days of accumulated sick leave on such member's first anniversary of service with the Department. For any employee joining the Department on or after January 1 1987, this provision does not apply.

7.4.2 All full-time members shall assume thirty (30) days of accumulated sick leave on the respective member's fifteenth (15th) year anniversary date of service with the East Greenbush Police Department. For any employee joining the Department on or after January 1, 1987, this provision does not apply.

7.4.3 Any employee with a substantiated non-work related illness or injury, who is unable to work and has exhausted all accrued sick leave, may borrow sick leave up to a maximum of thirty (30) days.

7.5 Earned Sick Leave

7.5.1 Each full-time member shall accumulate sick leave benefits at the rate of one and one-quarter (1 ¼) days of sick leave for each month of service with the Police Department commencing on the respective date of each member's employment with this Department, in addition to any other sick leave benefits herein provided.

7.5.2 Sick leave benefits shall not be accumulated in any amount exceeding a maximum of two hundred (200) days for full-time members.

7.6 Sick on Days Off Duty

7.6.1 No member of the Police Department shall be penalized any decrease in his respective sick leave benefits as accumulated for being listed on sick leave on any regularly scheduled day off of duty.

7.6.2 Only absences on regularly scheduled tours of duty shall effect any decrease in such member's respective accumulated sick leave benefits.

7.7 Sickness Substantiation

7.7.1 The Chief of Police may elect to substantiate sickness and/or disability by requiring any member to produce medical certification. Any employee who is absent because of illness or injury for more than seven (7) consecutive days may be required by the Chief of Police and/or his or her designee to submit to an examination by a Town selected physician at the Town's expense; the purpose of the exam will be to determine whether the employee is capable of returning to work.

7.8 Use of Vacation as Sick Leave

7.8.1 Vacation leave benefits may be added to sick leave benefits if a member elects to do so.

7.9 Extension of Sick Leave

7.9.1 Board Extension

No member shall be paid for absences under the provisions of Section 7.6.2, above, after the member's sick leave credits and vacation leave credits (refer to Section 7.8.1, above) have been exhausted, unless the Town Board shall elect to continue this benefit after a review of the circumstances of such member's absence.

7.9.2 Sick Leave Bank Eligibility

A member of the Sick Leave Bank may draw from the Sick Leave Bank only when the member must be absent from work due to a "catastrophic" illness or injury. To be eligible, a member must have had at least fifteen (15) days of sick leave credits accrued before becoming a member of the Bank. All withdrawals from the Sick Leave Bank must be approved by the Sick Leave Bank Committee.

7.9.3 Sick Leave Bank Committee

There shall be a standing Sick Leave Bank Committee comprised of five (5) members designated by the Union. The Sick Leave Bank Committee shall administer all matters concerning the Sick Leave Bank. Any disputes concerning the administration of the Sick Leave Bank including, but not limited to, approval or denial of a request to draw from the Sick Leave Bank may not be submitted to the grievance procedure set forth in Article 6, above.

7.9.4 Sick Leave Bank Rules and Regulations

The Sick Leave Bank Committee shall develop a written plan which, at a minimum, shall include criteria pertaining to the amount of sick leave a member must initially deposit into the Sick Leave Bank, the amount of sick leave a member must deposit on an annual basis, and the maximum number of credits a member may withdraw from the bank. Copies of the Sick Leave Bank Rules and Regulations shall be provided to each member of the bargaining unit and to the Chief of Police.

7.9.5 Retirement Buy-Back Incentive

All full-time members of the Department who retire from the East Greenbush Police Department, under the retirement plan covered within the collective bargaining agreement and under a retirement plan recognized by New York State, shall have the option to have up to two hundred (200) days of accrued, unused sick leave bought back by the Town. In order to be eligible for this sick leave buy-back retirement option, the full-time member must have accumulated a minimum of one hundred (100) sick days at the time of his or her retirement from the Town. The Town will pay eligible full-time members the rate of forty-five (\$45.00) dollars per day up to a maximum of two hundred (200) days at the time of their retirement. In order to be eligible for this sick leave buy-back incentive, the employee must provide the Town at least sixty (60) days notice of his or her intention to retire. The payment to the eligible employee hereunder will be made in a separate check no later than ninety (90) days after the employee's effective date of retirement. The parties recognize that this provision will expire and sunset on December 31, 2006. More specifically, the parties recognize that this provision will not be subject to the Triborough Amendment to the Taylor Law or Section 209(a)(1)(e) of the New York State Civil Service Law.

7.9.5.1 Retirement Incentive

7.9.6 Quarterly Sick Leave Incentive

Commencing on January 1, 2001, the Town will provide an annual sick leave incentive to eligible members of the bargaining unit. For full-time members of the unit, they will be entitled to a sick leave bonus of two hundred-fifty (\$250.00) dollars for each quarter of the calendar year in which they do not use any sick leave. For example, if during January, February and March of 2001, the employee uses no sick leave, then the employee will be entitled to a sick leave bonus of two hundred-fifty (\$250.00) dollars. If during the next quarter (April through June) the employee uses one day of sick leave, the employee will not be entitled to the two hundred-fifty (\$250.00) dollars bonus for that quarter. However, if during the third and fourth quarter of the calendar year, the employee does not use any sick leave, the employee will be entitled to the two hundred-fifty (\$250.00) dollars bonus for each of the last two (2) quarters of the year. The parties recognize that this provision will expire and sunset on December 31, 2006. More specifically, the parties recognize that this provision will not be subject to the Triborough Amendment to the Taylor Law or Section 209(a)(1)(e) of the New York State Civil Service Law.

7.10 Workers' Compensation

7.10.1 All employees who are injured or become ill in the performance of their duties will be covered by the provisions of Section 207-c of the General Municipal Law.

7.10.2 An employee who is out of work because of the above Section will not lose any benefits provided him by this Agreement. However, it is understood that such employees will not continue to accrue sick leave and vacation. For the purpose of vacation time or any other benefits that are based on seniority, such employees' seniority shall be calculated without penalty due to illness or injury incurred in the performance of their duties.

7.11 Vacation Leave for Full Time Members

7.11.1 Each full-time member shall be entitled to vacation leave each calendar year as provided in the following schedule based upon the member's length of service with the Police Department:

After Completion of: Vacation Credits

1 year of continuous service	12 days
3 years of continuous service	15 days
7 years of continuous service	18 days
10 years of continuous service	21 days
15 years of continuous service and each year thereafter	26 days

7.12 Vacation Leave Carry Over

7.12.1 All members shall be entitled to carry over a maximum of seven (7) days vacation leave benefit to the next calendar year. This shall not be cumulative and shall be used within that next calendar year.

7.12.2 Vacation Time Submission Side letter dated November 26, 2001:

Vacation time will be submitted on November 1st for the upcoming year. Senior members first, then to junior members with no limitations.

7.13 Personal Leave

7.13.1 Full-time members of the Police Department shall receive three (3) days of personal leave each calendar year.

7.13.2 Personal leave benefits shall not be cumulative.

7.13.3 When using personal leave benefits, the member shall attempt to get prior approval from the Chief of Police, or his designee, whenever possible. The request for personal leave shall not be denied without just cause.

7.14 Birthday Leave

7.14.1 Each member of the Police Department as represented by this Agreement shall receive his own birthday as an authorized day of leave from his regularly scheduled tour of duty. If the officer is already scheduled to have that day off, he shall receive the next appropriate day off at the discretion of the Chief of Police. The officer shall be paid at his regular pay rate for his birthday leave. If the officer is recalled to duty while on his respective birthday leave, he shall be paid in accordance with the provisions of Section 5.8.1, above.

7.15 Bereavement Leave

7.15.1 Members shall be entitled to bereavement leave in the amount of five (5) days per death, in the event of the death of a member of his family.

7.15.2 For the purposes of this Section, "family" shall consist of: parent, child, spouse, sister, brother, grandparent, mother-in-law, father-in-law, sister-in-law and brother-in-law.

7.15.3 In regard to all above leave credits that are specified in days, day is meant to mean one (1) eight hour shift. Any of the above may be taken in hourly increments and will be charged accordingly (except bereavement leave).

7.16 Maternity Leave and Child Care Leave

7.16.1 Maternity and Child Rearing Leave

Leaves of absence relating to pregnancy and the birth of a child shall consist of two parts. One, "maternity leave" for a pregnant employee which is paid to the extent sick leave is available to her pursuant to the provisions of Article 7.4, 7.5, 7.6 and 7.8 of this agreement, for any period of a pregnancy related disability. Two, "child rearing leave" for all employees, which is an unpaid leave for the purpose of caring for the employees new born child or newly adopted child, at home.

7.16.2.1.1 Employees needing maternity leave shall give notice of the expected date of the commencement of the leave as soon as reasonably possible. The Town may require a physician's certificate in regard to the period of any pregnancy-related illness or disability claimed by the employee, pursuant to Article 7.7.1 of this agreement.

7.16.2.1.2 Employees shall be entitled to a leave of absence without pay for child rearing purposes up to twelve (12) weeks pursuant to applicable state and federal laws. The Town shall pay health insurance benefits for employees on such leave in accordance with the Family and Medical Leave Act. Employees desiring such leave must request it at least thirty (30) days prior to the commencement of leave.

7.16.2.2 An employee on leave of absence for child rearing purposes will be able to return to his or her position with the Town prior to expiration of such approved leave, in emergency situations (for example, death of baby). Employee will be entitled to the same or substantially similar position upon expiration of the leave, subject to the Town's rights to abolish the position.

7.16.2.3 *See Side Letter Agreement with respect to maintaining the status quo of 7.1.6 for current employees.*

This Side Letter Agreement shall apply to employees hired by the Town of East Greenbush on or before January 1, 2001. For those employees hired by the Town on or before January 1, 2001, Article 7.16.1 of the January 1, 1999 through December 31, 2000 collective bargaining agreement between the parties shall continue to apply. More specifically, any female full-time police officers hired by the Town prior to January 1, 2001 shall be entitled to the maternity leave provisions of 7.16.1 of the January 1, 1999 December 31, 2000 agreement. Such provisions provides: "Effective September 1, 1994 twelve (12) weeks of leave, beginning on the day of delivery, shall be granted to any female employee qualifying for such maternity leave." Under such provision, the practice has been to allow a minimum of two (2) weeks paid leave for female full-time police officers who require maternity leave. Such two week leave will not be deducted from the individual's accumulated sick leave. The individual can take an additional ten (10) weeks paid leave with medical documentation from the physician substantiating such need and the approval of the town board under the provision; the decision as to whether such leave will be paid leave or not will rest with the Chief of Police.

This Side Letter Agreement will apply to those employees hired by the Town on or before January 1, 2001.

This Side Letter Agreement shall set forth the full and complete agreement between the parties relating to this matter. This agreement cannot be changed, modified, or otherwise altered except with the express written consent of the representatives from the Town and Union.

7.17 Payment of Benefits

7.17.1 Upon separation from service or death of a member, the Town shall pay to the member or the member's spouse or estate, as the case may be, any and all pay and overtime for hours worked but not paid, accrued compensatory leave credits, holiday pay, accrued vacation credits, accrued personal leave credits and any other such benefits due the member at the time of separation or death. Such payment shall be within thirty (30) calendar days of the member's separation or death at the member's then current rate of pay.

7.17 Payment of Benefits

7.17.1 Upon separation from service or death of a member, the Town shall pay to the member or the member's spouse or estate, as the case may be, any and all pay and overtime for hours worked but not paid, accrued compensatory leave credits, holiday pay, accrued vacation credits, accrued personal leave credits and any other such benefits due the member at the time of separation or death. Such payment shall be within thirty (30) calendar days of the member's separation or death at the member's then current rate of pay.

7.18 Vacation and Personal Leave

7.18.1 Employees who request vacation and personal leave shall be granted such leave based upon their seniority as defined in Section 4.10.1, above. Example: when more than one (1) employee requests the same time period off, the most senior employee shall be granted the request.

ARTICLE 8
RETIREMENT

8.1 **Retirement Programs**

8.1.1 All members of the Union represented by this Agreement shall be members of the New York State Policemen's and Firemen's Retirement System, and are entitled to all benefits as provided for by the Town.

8.1.2 The Town shall provide all members the benefits as provided within Plan 384-d of the Retirement System (20 years service) effective 7/1/87 & 375 I.

ARTICLE 9
INSURANCES

9.1 **Medical and Hospitalization**

9.1.1a The Town shall contribute towards the cost of each employee's subscription in the Town's health insurance plan in accordance with the following schedule:

(a) **Coverage for Employee** – 100% of premiums for individual health plans coverage paid by the Town, no premium contributions by the employee;

(b) **Coverage for Family Plan** – 80% of the premiums for family health plans coverage paid for by the Town, 20% of the premiums paid for by the employee calculated as follows:

(i) The employee's 20% contribution is based on the employee paying 20% of the dollar difference between the individual plan premiums and the family plan premiums.

(ii) For employees requesting coverage through the Town's health insurance on the family plan, the employee's cost of such premiums will be withheld from the employee's pay each month by the Town.

(c) **Coverage for Employees hired on or after January 1, 2004** - 85% of premiums for the individual health plan coverage, with 15% of the individual health plan premiums paid by the employee with respect to the Mediprime Health Insurance Plan. For employees hired by the Town on or after January 1, 2004, the Town will pay 80% of the individual health insurance plan coverage, with the employee paying 20% of such premiums for the Empire Plan.

(d) For employees hired by the Town on or after January 1, 2004 the Town will pay 80% of the family health plan coverage, with the employee paying 20% of such premiums for the Mediprime Plan. For employees hired by the Town on or after January 1, 2004, the Town will pay 70% of the familyhealth plan coverage premiums, with the employee paying 25% of such premiums for the Empire Health Plan.

9.1.2 In addition to the above, the Town will provide all employees with the Prescription Drug Plan provided for in the Empire Plan and CDPHP.

9.1.3 The Town will make available a dental insurance plan. The Town may change the insurance carrier and/or offer alternative plan in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan. In the event the Town decides to offer an alternative plan in place of the current plan, the Town will meet with representatives of the Union to review the benefit structure of the alternative plan. Such meeting shall be held within fourteen (14) calendar days of the Town providing the Union with a notice of its intent to offer an alternative plan.

9.1.4 **Vision Plan**

Effective January 1, 1998, the Town will make available a vision plan. The Town may change the insurance carrier and/or offer alternative plan in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan. In the event the Town decides to offer an alternative plan in place of the current plan, the Town will meet with representatives of the Union to review the benefit structure of the alternative plan. Such meeting shall be held within fourteen (14) calendar days of the Town providing the Union with a notice of its intent to offer an alternative plan.

9.2 **Flexible Spending Account**

9.2.1 **Eligibility**

Effective January 1, 1998, the Town will make available a Pre-Tax Contribution Program in accordance with Section 125 of the Internal Revenue Service Code to each eligible full-time member.

9.3 **Medical Insurance Buy-Out**

9.3.1 **Eligibility**

Effective January 1, 1998, a full-time member who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the member must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Employer.

9.3.2 Amount of Buy-Out

Any member who is eligible for the medical insurance buyout will receive an amount equal to either 50% of the Town's contribution towards the annual premiums for individual coverage under the plan if the member is eligible for individual coverage, or 50% of the Town's contribution towards the annual premium for family coverage under the plan if the member is eligible for family coverage, as the case may be. Accordingly, for employees entitled to take advantage of the buyout when opting out of family plan coverage for the Town, the buyout is calculated to be 50% of the difference between the individual and family rate paid by the Town. That figure is arrived at by taking the Town's monthly premium contribution towards a family health insurance plan (that is, the amount paid by the Town towards a family plan over and above the amount it pays on an individual plan), calculating the annual contribution on such amount, and providing the employee 50% of that amount in the health insurance buyout.

9.3.3 Method of Payment

Partial payment of the buy-out (1/26th of the annual premium) will be made in the member's regular biweekly paycheck for each pay period the member is eligible for the buy-out.

9.3.4 Reinstatement

In the event the member loses coverage under the alternate insurance plan, the member may resume coverage under one of the medical insurance plans made available through the Town. Coverage will begin on the first of the month immediately following the member giving notice, provided the member give such notice at least five (5) business days prior to the first of the month and meets all eligibility requirements of the insurance plan. Otherwise, the member may elect to resume coverage under one of the medical insurance plans made available through the Town only during the Town's "open enrollment period".

ARTICLE 10
INDEMNIFICATION

10.1 **Judgments**

10.1.1 The Employer shall indemnify any employee covered by this Agreement for any judgment against him based on actions taken in the performance of his duties or within the scope of his employment.

10.1.2 Section 10.1.1 shall apply whether the employee is on or off duty.

10.1.3 Section 10.1.1 shall not apply where the actions that form the basis of the suit or complaint arise out of the intentional misconduct or gross negligence of the employee.

10.2 **Defense**

10.2.1 The Employer shall provide counsel at the option of the employee for the defense of all cases covered by Section 10.1.1, and for all cases where the employee is charged with a criminal offense arising out of actions taken in the performance of his duties or in the scope of his employment, at no cost to the employee. 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. While such grievance is pending, the Employer shall continue the defense of the suit.

10.2.2 An employee served with a notice of claim or summons claiming damages arising out of actions covered by Section 10.1.1 shall forward it to the Town Supervisor's Office within five (5) calendar days of receipt, and shall have a continuing duty to forward any further legal papers concerning such claim within the same time limits.

10.2.3 Any employee involved in any incident which may be the subject of litigation must cooperate with the Town Supervisor's Office in all respects. Such employee must respond promptly to letters, must appear for interviews, hearings and examinations as requested by the Town Supervisor, or its retained counsel.

10.2.4 The Employer shall not be obligated to defend or indemnify any employee who unjustifiably fails to comply with the requirements of Sections 10.2.2 and 10.2.3.

ARTICLE 11
DEATH BENEFITS

11.1 Retirement Death Benefit

11.1.1 The Town agrees to provide each member with the Guaranteed Ordinary Death Benefit Program as set forth in Section 306-b of the New York State Policemen's and Firemen's Retirement System Law.

11.2 Death in the Line of Duty

11.2.1 Members shall receive the death benefits in accordance with the terms of Section 208-b of the General Municipal Laws of the State of New York, for any death which occurs in the line of duty.

11.3 Town's Funeral Contribution

11.3.1 The Town shall contribute up to ten-thousand dollars (\$10,000) towards the cost of the funeral and related funeral expenses for any member of the Police Department who dies in the line of duty.

ARTICLE 12
UNIFORMS AND EQUIPMENT

12.1 **Uniforms Provided**

12.1.1 The Town shall provide, as needed, all uniforms and protective clothing, including but not limited to:

- 1) Three short sleeve shirts
- 2) Three long sleeve shirts
- 3) Three summer pants
- 4) Three winter pants
- 5) One winter Gore-Tex Jacket
- 6) One hat with cover
- 7) Two ties with tie bar
- 8) Six pair of black socks
- 9) Six short sleeve white T-Shirts
- 10) One black pair uniform shoes
- 11) One black pair winter boots
- 12) One leather gun belt w/ keepers
- 13) One security holster
- 14) Two pair of handcuffs w/ case
- 15) Baton w/carrier
- 16) One container of O.C. w/ case
- 17) One police utility hat
- 18) All collar brass, nameplate, patches
- 19) One ammo carrier
- 20) One pair winter gloves
- 21) One ticketbook holder
- 22) One report book holder
- 23) One pair leather protective gloves
- 24) One raincoat

12.1.2 Officers shall be required to report for work each workday in their appropriate uniforms. Long sleeves and tie must be worn from December 1st until March 1st.

12.2 **Seasonal Issue Dates**

12.2.1 Summer clothing items shall be issued to the Police Officers on or before April 1st of each calendar year.

12.2.2 Winter clothing items shall be issued to all officers on or before September 1st of each calendar year. The winter issue shall include, but not be limited to, proper shoes and footwear, socks and winter gloves.

12.3 **Uniform Cleaning**

12.3.1 The Town shall provide all reasonable repair and maintenance of all equipment and clothing herein provided.

12.3.2 The Town shall reimburse each member of the Police Department for the members' expenses incurred for regular uniform cleaning. Each full-time member of the Department shall be paid the sum of four hundred dollars (\$400.00) annually for uniform cleaning expenses. The employee shall be responsible for maintaining his/her receipts for their personal income tax purposes. Payment shall be the 1st pay period in December separate from payroll.

12.3.3 Uniform cleaning reimbursement payments shall be made to the members of this Department on the first regular pay period of December for that calendar year.

12.4 **Clothing Allowance**

12.4.1 Effective January 1, 2001, each full-time member assigned to the detective division shall receive the sum of eight hundred dollars (\$800.00) annually for the purchase of clothing used in the normal course of the detectives assigned duties.

12.4.2 This shall be a lump sum payment and shall be paid to the member in the first pay period of January of each year, or it shall be paid in the first pay period after the member's assignment to the Detective Division.

12.5 **Soft Body Armor**

12.5.1 The Town shall pay the full expense of the purchase of soft body armor for each member of the Police Department.

12.5.2 The soft body armor shall be of the individual member's choice, but shall be limited to those meeting or exceeding the minimum standards as provided for in Part 55 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (12NYCRR55), as revised, or any other New York State regulations as may be applicable.

12.5.3 Each member shall be entitled to a second carrier for such soft body armor to permit uninterrupted use of the same while a carrier is being laundered. Carriers will be replaced as needed.

12.5.4 Soft body armor shall be replaced in accordance with the manufacturer's recommendations for each particular unit, with the following exceptions as quoted from 12NYCRR55:

"Any vest damaged or destroyed due to use in service, improper laundering, abuse, or any other reason, shall be removed from service and replaced with the appropriate vest. Any vest which sustains one hit from a firearm shall be construed as a damaged vest."

12.6 **Equipment Provided**

12.6.1 The Town shall provide all members of the Police Department of the Town of East Greenbush with any and all necessary and essential equipment, including firearms and necessary ammunition, to enforce the law properly, preserve the peace and provide public safety, and such equipment shall be maintained in good condition.

12.7 **Equipment Replaced**

12.7.1 The Town shall replace all equipment which is required to be replaced by its normal usage, procedure, wear and tear in the performance of the duties of the Police Department. Such replacement is to be within a reasonable amount of time.

12.8 **Title to Equipment**

12.8.1 Title to the foregoing items furnished by the Town shall remain with the Town.

ARTICLE 13
UNION ACTIVITIES

13.1 **Bargaining Committee**

13.1.1 The Town shall permit the members of the Union Bargaining Committee a period of time, with pay, to conduct the affairs of the Union, including time off to attend Union meetings, provided the request for such time off, whenever possible, be made at least three (3) days prior to the effective date thereof. Such permission may be granted by the Chief of Police in his discretion, but same shall not be denied without reasonable grounds.

13.2 **Grievance Committee Members**

13.2.1 Members of the Union who are designated for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be granted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance or harmonious and cooperative relations between the Town and its police personnel in the uninterrupted operations of government.

ARTICLE 14
RECIPROCAL RIGHTS

14.1 Union Representatives

14.1.1 The Employer recognizes the right of Police to designate representatives of the Union on behalf of the Union to discuss salaries, working conditions, grievances and disputes as to the terms of this Agreement, and to visit Police Officers during working hours. Such representatives shall also be permitted to appear at public hearings before the Town Board upon the request and direction of the Union.

14.1.2 The Union shall have the right to post notices and communications on the bulletin boards as are maintained on the premises and the facilities of the Employer. The officers and agents of the Union should have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms of this Agreement and its conditions.

14.2 Union Business

14.2.1 The Union's President, or his designees who are designated to represent the members, shall have time off duty to attend statewide conventions and meetings of organizations of which the Union is a member. Such attendance shall be Union Leave.

14.2.2 Union leave shall not exceed three (3) man days per calendar year.

14.3 Meetings and Hearings

14.3.1 Members shall be entitled to time off from duty to attend Town Board meetings, budget hearings, and other meetings or hearings of the Town as necessary, in pursuance of their obligations as officers and delegates of the Union.

ARTICLE 15
RESIDENCY

15.1 **Location of Residence**

15.1.1 All Police Officers of the Town of East Greenbush Police Department are required to have their principal place of residence within the Town of East Greenbush at the time they receive their permanent appointment to the Police Department, and from that time on, during the course of their employment with the Police Department.

ARTICLE 16
GENERAL PROVISIONS

16.1 **Definitions**

16.1.1 The terms "Policemen", "Police Officers" and "Members", whenever used in this Agreement, are synonymous.

16.2 **Amendments**

16.2.1 This Agreement may not be altered, amended or changed, except by a writing duly authorized by the representatives of the parties hereto.

16.3 **Implementation of Provisions**

16.3.1 The Town may provide for reasonable regulations and procedures for the implementation of the provisions of this Agreement.

16.4 **Transfer Use Policy**

16.4.1 All members of the PBA using the Town's transfer station will be required to obtain an annual permit in accordance with the policies and costs established by the Town Board for said year.

16.4.2 Each member who obtains a permit will be provided 1 (one) punch card at no cost to the employee. The punch card will be punched by the attendance for each trip to the transfer station for the purpose of disposing garbage. Each punch will allow a maximum of five (5) thirty (30) gallon bags of garbage to be dumped.

16.4.3 If, and when, the first punch card is used up, the employee will be required to obtain another card at the cost established by the Town Board for said year. The additional punch card will be punched by the attendant depending upon the amount of bags being dispensed.

16.4.4 All other requirements and fees established by the Town Board for the disposal of materials at the Town's transfer station will apply to members of the bargaining unit.

ARTICLE 17
TERMS OF AGREEMENT

17.1 Effective Dates

17.1.1 Duration

This collective bargaining agreement shall be effective from January 1, 2004 through December 31, 2006, unless otherwise agreed to by the parties.

Local

Town

Ed Milano Pres

R.A. Angelica
Supervisor

ARTICLE 18
SEPARABILITY

18.1 **Illegal or Unfair Labor Practices**

18.1.1 Should any party hereof or any provision herein contained be rendered or declared illegal or unfair labor practices by reason of any existing or subsequently enacted legislation, or by decree of any court of competent jurisdiction, or by the decision of any duly authorized governmental agency, such invalidation, or any such portions thereof, provided, however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or unfair labor practices. The remaining parts and provisions shall remain in full force and effect.

ARTICLE 17
TERMS OF AGREEMENT

17.1 Effective Dates

17.1.1 Duration

This collective bargaining agreement shall be effective from January 1, 2004 through December 31, 2006, unless otherwise agreed to by the parties.

Local

Town

[Signature]

[Signature]
Supervisor

WORKING



HARD

