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COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF SCHODACK

and



SCHODACK POLICE DEPARTMENT

COUNCIL 82 LOCAL 1571S

LAW ENFORCEMENT OFFICERS UNION,

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

January 1, 2007 through December 31, 2009

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COLLECTIVE AGREEMENT

AGREEMENT entered into this 28th day of August, 2007 and between the Town of Schodack, County of Rensselaer, New York, a public employer (the "Town"), and Council 82, AFSCME, AFL-CIO, Local 1571S the Schodack Police.

WHEREAS, the parties hereto publicly have made known their mutual desire and intention to assure at all times the orderly and uninterrupted law enforcement functions and operations for the interest of the safety of all of the residents of the Town, and

WHEREAS, the parties by this Agreement desire to reduce to writing the terms and conditions of employment of members of Council 82, AFSCME, AFL-CIO, Local 1571S.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Town and Council 82, AFSCME, AFL-CIO, Local 1571S, hereby agree as follows:

ARTICLE 1

1.1 The law governing this Agreement shall be the laws of the State of New York and the local laws of the Town of Schodack that are not inconsistent therewith.

ARTICLE 2

2.1 The Town has recognized Council 82, AFSCME, AFL-CIO, Local 1571S as the exclusive representative of full-time employees of the Town for the following positions: police officer, sergeant, dispatcher, detective sergeant, and lieutenant (excluding the Chief of Police) ("members").

2.2 The Town/Employer shall deduct from the wages of employees and remit to Council 82, AFSCME, AFL-CIO, Local 1571S regular membership dues and other

Union authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction and no other employee organization shall be accorded such payroll deduction privileges.

2.3 The Town/Employer agrees to remit the above mentioned deductions at least monthly to the Union at 1797 Columbia Turnpike, Castleton, New York 12033.

2.4 The Union shall be entitled to the benefit of agency shop legislation for such period of time as the Union Local 1571S maintains compliance with the terms and provisions of such legislation.

2.5 The Town/Employer agrees to send a list containing the names and job titles and dollar amount paid of those agency shop employees, along with a separate agency shop fee check.

2.6 **Union Activities**

The Town shall provide paid excused time during working hours for Union representatives to perform necessary activities in the administration of Union activities, in the administration of this Collective Bargaining Agreement, including but not limited to grievances, arbitration's, labor management meetings, etc.. Prior notice to the Chief of Police of such Union activity will be submitted by the member who will be excused. Members of the Schodack Police Department, Local 1571S, shall receive five days per year (in total for the whole association) to attend Council 82 meetings, conventions and other business necessary to participate and fulfill their duties as members of the association. In cases of emergency during working hours the excused member will, if practical or if ordered to do so, return immediately to duty.

ARTICLE 3
SALARY

3.1 **Basic Annual Salary**

The salary schedule for 2007-2009 shall be effective on January 1 of each year respectfully and are as follows:

	<u>Effective</u> 1/1/07	<u>Effective</u> 1/1/08	<u>Effective</u> 1/1/09
First Year	\$40,475.00	\$43,475.00	\$45,475.00
Second Year	\$42,225.00	\$45,225.00	\$47,225.00
Third Year	\$44,225.00	\$47,225.00	\$49,225.00
Fourth Year	\$44,725.00	\$47,725.00	\$49,725.00
Fifth Year	\$45,225.00	\$48,225.00	\$50,225.00
Sixth Year	\$45,725.00	\$48,725.00	\$50,725.00
Seventh Year	\$47,225.00	\$50,225.00	\$52,225.00

3.2 **Longevity**

In addition to the salaries provided in Section 3.1 a member, upon completion of (5) or more years of Town Police Service, shall receive an annual longevity increment as indicated below:

Years of Town Service

Over 5 years	\$1,500.00
Over 9 years	\$3,500.00
Over 14 years	\$5,500.00
Over 19 years	\$8,000.00

Over 20 years - Effective 1/1/95 there shall be an additional \$100.00 in longevity pay for each year of Town service over twenty (20) years of service.

Lieutenants Differential - In addition to the salaries provided in Sections 3.1 and 3.2 members holding the rank of Lieutenant shall receive an additional differential of \$2,500.00.

3.2A **Detective Sergeant Differential** - In addition to the salaries provided in Sections 3.1 and 3.2 members holding the rank of Detective Sergeant shall receive an additional differential of \$2,000.00.

3.3 **Sergeant Differential** - In addition to the salaries provided in Sections 3.1 and 3.2, members holding the rank of Sergeant shall receive an additional differential of \$1,500.00.

3.4 Step and longevity movement shall occur on the member's anniversary date of employment.

3.5 **Overtime**

(A) Members shall be granted compensatory time off duty with pay, at the rate of one and one-half (1 1/2) hours per hour of work in excess of forty (40) hours per week or shall be paid at the rate of one and one-half (1 1/2) times his or her regular hourly pay for each hour worked in excess of forty (40) hours per week at the option of the member. A week, for the purposes of this Agreement, shall commence Monday and end Sunday inclusively. Overtime compensation shall be based upon a combination of basic annual salary, longevity and sergeants differential, if applicable. If a members tour of duty is rescheduled, any work performed prior to or after the scheduled tour of duty shall be paid at the overtime rate of time and one-half (1 1/2) as provided in this section. The Town agrees as a minimum, to conform to the provisions of the Fair Labor Standards Act and the applicable rules and regulations.

(B) Seniority Selection

Overtime shall be granted as follows:

(1) When a full tour of duty as defined in Section 3.8 has to be filled, the most senior member shall will be provided the opportunity to perform such overtime. If the member is not available, the next senior member will be called and the unavailable member will then drop to the bottom of said list. This procedure will continue until said shift is covered. All attempts to contact said shift is covered. All attempts to contact said member will be made by either phone, pager or radio. Said member will be given a reasonable amount of time to respond to said call. Said seniority list will be maintained by the Chief of Police and be made available in the main communications office. It will also be the responsibility of each member to follow these provisions.

(2) When coverage is needed for a partial tour of duty, the senior member from the previous or next shift will be called in or held over. The selection procedure indicated in subparagraph (1) above will be followed.

(3) When overtime occurs where specialized training is needed, as per the Chief's direction (or the direction of his/her designee), the senior member with such training shall be called to cover said overtime. Said training shall consist of and not be limited to fire investigations, accident reconstruction and investigation, breathalyzer tests, DARE and juvenile activities, firearms training, evidence technician, and death investigations.

(4) When overtime is needed and all attempts to cover said overtime are exhausted, the Chief, at his discretion, shall order the next available full-time member to cover said overtime.

(5) The Town shall promulgate a seniority list and update it as needed. Such list shall be available at the main communications office.

(6) When an officer is on vacation he/she is not eligible for any type of overtime, except as stated in paragraph 7 below.

(7) When an officer is on vacation he/she is only on vacation for his/her scheduled work days. He/she is available for any type of overtime on the pass days and will be contacted off the list as agreed.

(8) When an officer is on sick leave he/she is not available for any type of overtime and is not available for the next shift.

(9) Regarding personal leave, if an officer takes more than five (5) hours personal leave, he/she is not eligible for overtime on the next shift.

(10) Officers working their regular shifts (currently ten (10) hours) will be eligible for overtime work in the shift immediately before or after their normal scheduled shift and may not work three (3) consecutive shifts.

3.6 **Call Back To Duty**

A member, if "called back to duty," shall receive credit for a minimum of three (3) hours time worked. "Called back to duty" shall mean returning to active duty with the Police Department, as well as being required to appear to give court testimony before any Grand Jury, or any recognized Court, Department or Agency that may compel his or her attendance, either by subpoena, written notice, or by direction of a superior officer, provided that any such "call back to duty" shall occur at any time the member is not scheduled to work a regularly scheduled tour of duty. The minimum time provisions of this Section shall not apply in any instance when such "call back to duty" shall be a direct extension of any regularly scheduled tour of duty for the member. Compensation in these instances shall be in accordance with the provisions of Section 3.5.

3.7 **Procedure**

Compensatory time or overtime compensation shall be subject to submission of claim form and proper certification by the Town or its designee as to the number of hours worked and the reason therefore, including production of legal process and/or other appropriate verification of attendance.

Maximum Accumulation of Comp Time = a member who is eligible for compensatory time may accumulate up to a maximum of one hundred and fifty (150) hours per year in compensatory time leave credits. Of this one hundred and fifty (150) hours of compensatory time, a member may elect to carry thirty (30) hours of compensatory time to the next calendar year. In the event that a member decides not

to utilize these compensatory hours (s)he must take payment for un-used compensatory time by notifying the Chief of Police and the Town Supervisor in writing by November 1st. Payment will then be dispersed to the member in a separate check on November 15th. No compensatory time may be accumulated between November 15th and December 31st of any calendar year specified in this agreement.

Taking of comp time = A member must receive prior approval from the Chief of Police, or designee to take "compensatory time". A member will be allowed to take compensatory leave when (1) such leave does not interfere with the immediate and necessary operations of the department or (2) cause overtime shift coverage.

3.8 **Hours of Work**

The following elements of the work schedule for members of this bargaining unit have been established and are as follows:

(A) The length of the tour of duty shall be ten (10) hours. There shall be coverage on shifts as follows: The day tour shall begin at 0800 hours (8:00AM) and end at 1800 hours (6:00PM). Additional day tour shall begin 0700 hours (7:00AM) and end at 1700 hours (5:00PM). The night tour shall be 1800 (6:00PM) to 0400 (4:00AM) hours.

(B) The parties will execute a side letter agreement relating to the establishment of an additional shift insertion.

(C) The duty schedule shall consist of a set of four (4) tours of ten (10) hours each followed by an excused period. There shall be a minimum of a seventy two (72) hour excused period after the set of four (4) tours. Tours of duty in any set of hours shall consist of either all day tours or all evening platoon tours.

(D) The Chief may review the work schedule three (3) times each year. The review must be completed and ready for implementation on January 1st, May 1st and September 1st each year with at least thirty (30) days notice to all employees. Any modification to members work schedule shall not be inconsistent with subsections (A) and (B) of this Section.

(E) The selection of a particular shift, day or evening tour of duty, shall be selected by seniority.

(F) Any modification of the work schedule other than as indicated in this Section must be negotiated with the Union.

3.9 Minimum Safety Staffing

The following minimum safety staffing levels shall be established and every attempt shall be made to maintain said levels:

(A) Seven (7) days a week the 1800 to 0400 hours (6:00PM to 4:00AM) tour shall always be staffed with two (2) officers;

(B) Monday through Friday the 0800 to 1800 hours (8:00AM to 6:00PM) tour shall always be staffed with two (2) officers;

(C) Saturday and Sunday the 0800 to 1800 hours (8:00AM to 6:00PM) tour shall always be staffed with one full-time officer. If additional coverage is necessary the Town may utilize a part-time officer to supplement the shift for additional coverage.

(D) All minimum safety standards may include the Chief of Police;

(E) Part-time police officers assigned to a specific detail as described in Article 22.3 of this Agreement shall not be considered part of the minimum safety staffing set forth in this Section.

3.10 Out-of-Title Pay/Job Description

(A) The Town and the Union will agree as to the contents of the job description for each title it represents. The job description of each title that the Union represents and that of the Chief of Police will become part of the Collective Bargaining Agreement as is fully stated herein.

(B) The Town will create a schedule under which either the Chief of Police, Police Lieutenant or a Police Sergeant is available (or "on call") to respond by telephone, radio, pager or otherwise to inquiries made by members working shifts on which neither the Chief of Police or a Police Sergeant is scheduled to be physically present. In such situations, when supervisory issues arise as to job assignments or how to respond to situations on the shift, the police officers involved should make every attempt to contact the on-call individual (that being either the Chief of Police, Lieutenant

or the designated Police Sergeant). In such situation, the Chief of Police, Lieutenant and/or the Police Sergeant will provide the necessary direction, information and assistance to the police officers regarding the situation at hand. It is only in the situation when the Chief of Police, Lieutenant and/or the Police Sergeant is not available to provide such assistance or answer such questions on these non-routine matters that the Town will pay the regular hourly rate, regular daily rate, or overtime rate of the rank/title of the next higher rank when a member is requested, ordered or as a result of circumstances performs in total or part the duty of that higher rank.

(C) In the situation where every attempt to contact the Police Chief, Lieutenant and Sergeant has been made and when neither the Police Chief or a Lieutenant. Police Sergeant is available to provide the assistance as per subparagraph "B" above, the compensation for a police officer who performs supervisors duty will be sergeants pay with twenty (20) year longevity and in all cases must be more than that member's current salary.

ARTICLE 4
HOLIDAYS

4.1 The following eleven (11) days shall be paid holidays for members:

New Year's Day	Martin Luther King's Birthday
George Washington's Birthday	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day
Day in Connection with Christmas (Christmas Float Holiday) (to be determined by the Town Board)	

4.2 A member shall be entitled to holiday pay calculated on his or her regular hourly wage multiplied by ten (10) hours per day, times the number of holidays. The Town shall reimburse said holiday pay on December 1st of each year in a lump sum.

ARTICLE 5
SICK LEAVE

5.1 A member's sick leave benefit shall accrue at the rate of one-half day (five (5) hours based on a ten (10) hour tour of duty) per pay period.

5.2 In the event of an absence as a result of an illness or injury exceeding four (4) consecutive work days, a physicians statement to document medical necessary absence from work shall be required, as well as current health status and ability to return to work.

5.3 In the event of an extended period of absence due to illness or injury, accrued sick leave shall be used until exhausted, at which time the member shall be paid half pay for the number of pay periods equal to the members years of service to the Town.

5.4 Sick leave may be accrued from year to year to a maximum of fourteen hundred (1,400) hours for utilization in the event of an extended illness or injury.

5.5 Accrued sick leave shall not be compensable in the event of the termination of a member's employment. However, accrued sick leave may, at the members option, be converted to a credit and such credit shall be applied to pay for family health insurance coverage.

5.6 **Catastrophic Sick Leave**

Each member in his/her sole discretion may donate an amount of sick leave to be placed in a pool of time to be used by a member of the Union in a case when a member has exhausted his/her sick leave, is not entitled to full pay and is suffering from catastrophic illness or injury. The Chief of Police will administer the pool of leave in a fair and equitable manner. Any disputes of this Section will be subject to the grievance procedures/binding arbitration. The purpose of this Section is to maintain a member suffering a catastrophic illness or injury on full pay status as long as possible.

5.7 **Child Care Leave**

A member shall be entitled to accrued paid leave in the event he/she becomes a parent either through childbirth by one of the spouses to the marriage or by adoption. Up to one (1) year unpaid leave thereafter may be taken at the sole discretion of the member. Such leave may be paid if the member in his/her sole discretion decides to use accrued leave, otherwise such leave will be unpaid. When a member is on an unpaid leave of absence under this provision (s)he will retain any seniority rights or benefits (s)he has earned; however, the member will not earn or accrue any benefits (e.g. leave, longevity, etc.) during the duration of the leave.

ARTICLE 6
BEREAVEMENT

6.1 Emergency paid time off up to eight (8) work days, if requested, shall be granted on or after the date of the death of a member's spouse, child or grandchild.

6.2 Emergency paid time off up to four (4) work days for parent, grandparent or sibling.

6.3 In case of death of a relative of a second degree (aunt, uncle, in-law), not living in immediate household, or cousin one (1) paid day may be granted if requested.

ARTICLE 7
VACATION

7.1 Effective 1/1/95 a member shall be entitled to vacation leave per calendar year as provided on the following schedule, based upon the member's completed years of service with the Police Department.

After 1 year of service	80 hours vacation
After 2 years of service	90 hours vacation
After 3 years of service	120 hours vacation
After 4 years of service	130 hours vacation
After 5 years of service	160 hours vacation

Vacation leave may be accrued from year to year to a maximum of three hundred and twenty (320) hours. One (1) member is guaranteed to be on vacation at any one time. In the event there are more than eight (8) members employed, two (2) members are guaranteed to be on vacation at any one time.

ARTICLE 8 **PERSONAL LEAVE**

8.1 A member shall be entitled to forty (40) hours of personal leave in each calendar year. A member with more than ten (10) years of service will be entitled to sixty (60) hours of personal leave in each calendar year. Personal leave shall be given to the member on January 1 each year. Personal leave may not be accrued from year to year. Except in emergency situations, personal leave should be requested with at least twenty four (24) hours notice to the Chief of Police.

ARTICLE 9 **RETIREMENT**

9.1 Each member shall be a member of the New York State Policeman's and Fireman's Retirement System and will be entitled to the benefits as provided for by the Town. The Town shall provide all members benefits set forth as part of the 20 year retirement plan contained in Section 384-D of the Retirement and Social Security Law.

ARTICLE 10
INSURANCE

10.1 **Medical and Hospitalization**

The Town shall pay the full cost of individual coverage plus one-half of the cost of the family coverage for New York State Government Employees Health Insurance Program for the member as such Plans (Empire Blue Cross Blue Shield Matrix and Healthnet Plans and the Capital District Physicians Health Plan, or equivalent) are currently in effect. The Town shall implement the pre-tax dollar benefit provided pursuant to Section 125 of the United States Internal Revenue Code (IRC & 125 Plan). The IRC & 125 Plan shall be a premium only plan. All members hired after January 1st, 2001 shall be responsible for payment of twenty five percent (25%) of the total cost of insurance coverage on an individual plan, plus fifty percent (50%) of the cost of the family plan as specified above.

10.2 **Liability**

The Town shall provide liability insurance for the member to the extent it provides coverage for all Town employees for acts occurring during the performance of official duties.

10.3 **Indemnification**

The Town shall indemnify the member for any judgment against the member based upon actions taken in the performance of the member's duties or within the scope of the member's employment, whether or not the member was on duty at the time of such action. This paragraph shall not apply where the action out of which the judgment arose was the result of the member's intentional misconduct or gross negligence.

10.4 **Annual Physical**

Each member of the Union while on duty, will take the annual physical at the offices of a doctor of his/her choice. Members shall, when possible, select a doctor

that is a member of their health plan. The medical reports or any other reports issued as a result of this annual physical examination will be issued only to the member and in no case be released to the Town or Police Department without approval of the member or by an order of a court of competent jurisdiction. However, the member will provide the Town, on an annual basis, documentation from his/her doctor which indicates that the member is fit to perform the duties of a police officer for the Town of Schodack. The Town will pick up the amount of copay to fund a yearly physical for each member of the Union. In the event the member's health insurance does not pay any amount towards the annual physical examination, the Town will assume the entire cost. Each member of the Union shall make every effort to have this physical examination in the first ninety (90) days of each calendar year.

10.5 (A) Any eligible member of the bargaining unit may elect to receive a "cash benefit" instead of the health insurance coverage provided for in this Article. The member must annually elect the cash benefit in writing, which must be submitted to the Town Supervisor on or before December 1st of each year for election to be effective January 1st of the subsequent fiscal year (1/1/ - 12/31). Bargaining unit members appointed on or after February 1st must make the election no later than thirty (30) days after being appointed. No election of the cash benefit will be valid unless accompanied by proof of health insurance coverage.

(B) The amount of "cash benefit" to be paid annually by the Town to the entitled bargaining unit member who elects the benefit shall be \$1,000 to those employees otherwise eligible for individual, two-person or family health insurance coverage. The cash benefit shall be in addition to the unit member's pay and shall be distributed yearly in four (4) equal payments on April 1, July 1, October 1, and December 31, provided the individual is employed by the Town on a continual basis during the year in question.

(C) Any bargaining unit member who has received a cash benefit payment from the Town in lieu of health insurance coverage and who leaves the employment of the Town prior to December 31st, shall have a pro-rated portion of such cash benefit adjusted in his/her final paycheck.

(D) Any bargaining unit member who has elected the cash benefit in accordance with this provision may be reinstated into the Town plan during the year in which (s)he has elected the cash benefit, provided that (s)he makes a written request for coverage under the Town health insurance plan to the Town Supervisor. The resumption of coverage shall be governed by the rules, regulations and procedures of the insurance carrier. Any member who opts out of the Town health insurance plan for less than a full year shall receive a pro-rated portion of the cash benefit. The Town and the Union agree to work cooperatively to try to mitigate any problem that arises from the exercise of this option.

(E) For an employee to be eligible for any retiree health insurance provided under the collective bargaining agreement, the employee must be actually entitled to Town health insurance and be covered by such insurance in the last full year of employment before (s)he retires.

(F) The Town will provide an IRS Section 125 Flexible Spending Plan for those members of the bargaining unit who wish to participate. Such plan will include, but not be limited to, premium conversion, unreimbursed medical expenses and dependent care provisions. The Town agrees to continue to offer such plan as long as the Town does not incur a loss from the implementation and administration of such plan. A loss for these purposes shall be defined as a cost to the Town which exceeds the savings realized by the Town through implementation of same.

ARTICLE 11 **DEATH BENEFITS**

11.1 The Town shall provide the member the Guaranteed Ordinary Death Benefit program as set forth in Section 360-B of the Retirement and Social Security Law.

11.2 Unused compensatory time, unpaid overtime, accrued and unused holiday and vacation pay shall be paid to the member's surviving spouse or estate within thirty (30) days of the termination of employment due to death.

11.3 The Town agreed to pay the cost of the funeral and funeral expenses for the member, if death occurs while employed by the Town, at a cost not to exceed \$4,500.

ARTICLE 12 **UNIFORMS AND EQUIPMENT**

12.1 The Town shall provide all leather goods and equipment including, but not limited to, all firearms and reasonable amount of ammunition for the member.

12.2 The Town shall replace within a reasonable period of time all equipment which is required to be replaced by normal usage, wear and tear in the performance of the duties of the Police Department.

12.3 The Town shall further provide, as reasonably needed, all uniforms and protective clothing, including but not limited to three (3) complete summer and three (3) complete winter uniforms.

12.4 The Town shall reimburse each member for all reasonable repair and maintenance of all equipment and clothing as herein provided. The member shall receive the sum of \$400.00 (four hundred dollars) on December 1st of each calendar year, as reimbursement from the Town for the cost of uniform clothing and maintenance for that year.

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

ARTICLE 13
GRIEVANCE PROCEDURE

13.1 **General**

13.1.1 It is the intent of this Article to provide the sole procedure for the settling of disputes between the Association and the Town and grievances of employees arising out of the meaning, application, operations of this Agreement.

13.1.2 No provisions of this Agreement shall be interpreted to require the Association to process a grievance of an employee at any stage of the grievance procedure if the Association considers the grievance to be without merit.

13.2 **Definition**

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

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

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

13.2.4 "Work Day" shall mean all days other than Saturday, Sunday, legal holidays recognized by this Agreement, any holiday declared by the Town.

13.3 **Matters Relevant to Grievance Procedures**

13.3.1 The time limits set forth in this Agreement 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 Association 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 the Town to answer within the time limits set forth shall be deemed to be a resolution of the grievance in favor of the aggrieved.

13.3.2 Any step of the grievance procedure may be by-passed by mutual agreement, in writing.

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

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

13.4 **Association Representatives**

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

13.4.2 Association stewards and authorized Association officers shall have the right to investigate and process a grievance for no more than one and one half (1 1/2) hour of time during their regular work hours without loss of pay. Employees seeking release time to process a grievance must notify the Chief or designee. Permission shall be granted unless such leave shall cause serious interference with the operation of the Department. Should such occur, arrangements shall be made to relieve such Association representative as soon as possible.

13.4.3 The Association president, or his/her 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 during their regular work hours.

13.5 **Rights of the Parties**

13.5.1 Both parties must provide any written statements of witnesses or records which are relevant to the grievance and which are in possession of the other party at least five (5) days in advance of the date of an arbitration hearing held pursuant to this Article.

13.6 **Grievance Procedure**

Step 1: The Association steward or other authorized representative of the Association, with or without the aggrieved employee, shall present the grievance in writing to the immediate supervisor. The immediate superior may then make such investigation as he/she deems appropriate, including consultation with his/her superior. A decision shall be rendered in writing to the Grievant or his/her designee, with a copy to the Town Supervisor and the Police Commissioner, or his/her designee, within five (5) work days after the presentation to him/her at this step.

Step 2: If the matter is not settled at Step 1, the grievance may be submitted in writing within ten (10) work days of the date such decision is received by the Association president or his/her authorized representative, to the Chief of Police, or his/her designee. A meeting shall be held between the Chief of Police or his/her designee, and the Association president or his/her designee, not later than ten (10) work days after the grievance is submitted at this step. The Chief of Police, or his/her designee, shall transmit his/her decision in writing to the Grievant, or his/her designee, with a copy to the Association president or his/her designee, to the Town Supervisor, and the Police Commissioner or his/her designee, 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 in writing to the Town Supervisor or Police Commissioner within ten (10) work days of the date such decision is received by the Union president or his/her designee. A meeting shall be held between the Town Supervisor, or his/her designee, and the Union's representatives not later than ten (10) work days after submitting the grievance

at this step. The Town Supervisor, or his/her designee, shall transmit to the Union his/her decision in writing, with a copy to the Town Board, on any grievance matter within ten (10) 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 the receipt of the decision of the Town Supervisor, or his/her designee, submit the matter in writing requesting arbitration in the manner set forth in the section below.

13.7 **Arbitration Procedure**

13.7.1 In the event the Union desires to submit an unresolved grievance to arbitration notice of the demand for arbitration, together with a copy of the grievance, shall be sent 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.

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

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

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

13.7.5 Any employee shall have the right to present grievances in accordance with the procedures provided herein: whenever the employee believes that he/she has been disciplined unjustly, or believes that any provision of this Agreement has been violated or misinterpreted.

13.7.6 No disciplinary action or measure shall be imposed upon an employee prior to the exhaustion of the appeal procedure set forth herein. An employee 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 employee'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 an employee is suspended without pay, the determination shall be reviewable by the arbitrator. Before any suspension begins, the disciplined employee, upon his/her request, will be allowed to discuss the matter with the Association steward, or other authorized representative of the Union before the employee may be required to leave the premises or the employee's duty assignment. The Employer will make an area available for this purpose. Disciplinary charges must be served within ten (10) business days of any oral notification, or the disciplinary action shall become null and void.

13.7.7 No employee shall be brought up on disciplinary charges for acts which occurred more than one (1) year prior to the serving of the disciplinary charges upon him/her, except that the above limit shall not apply to acts which, if proved in a court of appropriate jurisdiction, would constitute a crime.

ARTICLE 14 **TERMINATION OF AGREEMENT**

14.1 A member may resign upon thirty (30) days written notice to the Town Board.

14.2 The Town may terminate a member's employment for failure to satisfactorily perform his/her duties and for lack of compliance with the Professional Review set forth in Article 15.

ARTICLE 15
PROFESSIONAL REVIEW PROCEDURES

15.1 A member shall be subject to professional review by the Chief of Police on an annual basis.

15.2 If the member's job performance is determined to be below the standards established by the Town Board as set forth in the Policies and Procedures Manual, or if a specific incident warrants further scrutiny, the Chief of Police, independently, or on behalf of the Town Board, may initiate an investigation and recommend a course or courses of action to remediate the area of concern.

15.3 If the member's action, following an investigation, is determined to be improper, a written warning shall be hand delivered by the Chief of Police to the member and discussed with said member. In the event similar actions occur and a subsequent warning is issued, the member may be suspended without pay as determined by the Town Board. A subsequent improper action may necessitate dismissal.

15.4 If the member action is grossly improper or constitutes a crime, the member's employment may be terminated immediately following a hearing before the Town Board, at which the member shall be given the opportunity to present his/her position or defenses.

ARTICLE 16
TRAINING

16.1 **Training**

The Chief of Police shall determine if the member shall attend training programs and police training school with the cost thereof to be paid by the Town, as approved by the Town Board.

16.2 **Mandatory Training**

Mandatory training shall include breathalyzer, radar and firearms training and the recertification of this training when said certification is due. Each member of the bargaining unit shall receive one (1) day annually of firearm training while on duty.

16.3 **Educational Incentive Training**

When members are enrolled in a New York State accredited associate's or bachelor's degree program which is directly law enforcement related, the Town agree to reimburse reasonable tuition expenses where a passing grade of B has been received. In all instances the member must, prior to the Town's consideration of the next year's budget, notify the Chief of Police of the member's current or future participation in a qualifying course and the member's intention to seek reimbursement in the upcoming budget year for it.

ARTICLE 17
SEPARABILITY

17.1 Should any part hereof or any provision herein contained be rendered or declared illegal, or an improper practice by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction or by the decision of any duly authorized governmental agency, such invalidation of any such part or portion of this Agreement shall not invalidate the remaining 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 18
AMERICANS WITH DISABILITIES ACT

18.1 The provisions of the ADA and the applicable rules and regulations are incorporated by reference herein as fully stated. Any provisions of this contract or rules and regulations of the Police Department or Town in conflict with the ADA shall be null and void.

ARTICLE 19
CONSOLIDATION

19.1 In the event the Town decides to look into the feasibility of consolidation of the Schodack Police Department with any other Police Department(s) the Town shall notify the Union in writing ninety (90) days prior to the beginning of any feasibility discussion, study or meetings. The Town also shall guarantee that the members covered by this Collective Bargaining Agreement shall receive as a minimum the salary and the benefits in this Agreement.

ARTICLE 20
SPECIAL CONDITIONS RELATING TO DISPATCHER

20.1 **Basic Annual Salary**

The salary schedules for 2007 through 2009 pertaining to the dispatcher are as follows:

	<u>Effective</u> 1/1/07	<u>Effective</u> 1/1/08	<u>Effective</u> 1/1/09
First year of service	\$34,390.00	\$35,590.00	\$36,890.00
Second year of service	\$35,105.00	\$36,305.00	\$37,605.00
Third year of service	\$35,820.00	\$37,020.00	\$38,320.00
Fifth year of service	\$36,535.00	\$37,735.00	\$39,035.00
Tenth year of service	\$37,965.00	\$39,165.00	\$40,465.00
Fifteenth year of service	\$38,680.00	\$39,880.00	\$41,180.00

20.2 In addition to the salary provided in Section 20.1 above the dispatcher shall receive longevity increments as indicated below:

Years of Town Service	Effective 1/1/07
Over fourteen years	\$450.00
Over nineteen years	\$1,400.00

20.3 Moreover, commencing on January 1, 1996, the dispatcher will be assigned a work week of 40.0 hours per week on which his/her basic annual salary is computed.

20.4 Furthermore, the dispatcher shall be entitled to the same paid holidays as are provided pursuant to Article 4.1 of the police officers under this Agreement. Moreover, the dispatcher shall also be provided Columbus Day as a holiday.

20.5 When a holiday falls on a Saturday, the dispatcher will be entitled to take the Friday immediately preceding said holiday as his or her holiday. When a holiday falls on a Sunday, the dispatcher will be entitled to take the Monday immediately after such Sunday as his or her holiday.

20.6 The dispatcher shall be entitled to the same health insurance benefits as are provided to the police officers pursuant to this Agreement.

20.7 The dispatcher will be entitled to the same uniform allowance as is set forth in this Agreement and is available to the police officers.

20.8 Overtime will occur at the rate of time and one-half after the member completes his/her forty (40) hour work week, The member will also be afforded the right to accept pay as comp.

20.9 **Dispatcher Sick Leave Benefits**

(A) Sick leave benefits for the dispatcher shall accrue at the rate of one-half day per pay period.

(B) In the event of an absence as a result of an injury or illness exceeding forty (40) hours, a physician's statement to document medically necessary absence from work shall be required, as well as health status and ability to return to work.

(C) In the event of an extended period of absence due to illness or injury, accrued sick leave may be used until exhausted, at which time the employee shall be paid half pay each pay period for a number of pay periods equal to the employee's years of service to the Town.

(D) Sick leave may be accrued from year to year to a maximum of 120 days for utilization in the event of an extended illness or injury, as defined in paragraph 3 of this Section.

(E) Accrued sick leave benefit shall not be compensable in the event of the resignation, dismissal or retirement of the employee. However, upon retirement of

an employee, accrued and unused sick leave may be applied, until exhausted, to balance attributable to family portion of health insurance coverage.

20.10 To "call in sick", the dispatcher shall call his/her Department Head on or before the normal reporting time to indicate the cause and anticipated length of absence.

20.11 **Illness or Death in Immediate Family**

- (A) Emergency paid time off up to (8) work days, if requested shall be granted on or after the death of a members spouse, child or grandchild.
- (B) Emergency paid time off up to (4) work days for parent, grandparent, or sibling.
- (C) In case of death of a relative if a second degree (aunt, uncle, in law) not living in immediate household, or cousin one (1) paid day may be granted if requested.

20.12 **Dispatcher Vacation**

- (A) The full-time dispatcher shall be entitled to vacation leave as follows:
 - (1) After one (1) year of service, two (2) weeks.
 - (2) Following second anniversary of service to the Town, one (1) vacation day shall be added to the two (2) week base for each additional year of service up to, but not exceeding four (4) weeks accrued vacation.
- (B) Scheduling of vacation days is based on service needs and is subject to supervisors approval.

20.13 **Personal Leave**

A full-time dispatcher shall be entitled to one (1) day as personal leave for each three (3) month period worked following completion of one (1) year of service. Said personal leave may not be accumulated nor exceed four (4) days in a calendar year.

ARTICLE 21
LEGISLATIVE DECLARATION

21.1 It is agreed 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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 22
SPECIAL CONDITIONS RELATING TO PART-TIME POLICE OFFICERS

22.1 The parties recognize that part-time police officers are not members of the Collective Bargaining Unit represented by the Police Local 1571S, Council 82, AFSCME, AFL-CIO.

22.2 The parties also recognize that the Town of Schodack shall have the right to hire and employ part-time police officers who are not members of the Collective Bargaining Unit to work for the Town.

22.3 The Town of Schodack will have the right to employ part-time police officers on the following projects, as a first option, without first having to offer such work to the full-time police officers represented by the Police Local 1571S, Council 82, AFSCME, AFL-CIO:

22.4

Saturday & Sundays 8am-6pm (with full-time member only)

Radar Detail

Parade Detail

DWI Patrol

Special Town Projects (for example Town Picnic, Bicentennial, Town of Schodack events/celebrations)

Moreover, the Town will have the right to use part-time police officers as a first option (i.e.: there will be no obligation to offer the work to full-time officers represented by the Police Local 1571S, Council 82, AFSCME, AFL-CIO) as a means of covering one-half of the time that full-time police officers take scheduled vacation time. For example, the full-time police officers who are members of the collective bargaining unit are required to schedule their vacation at least two (2) weeks before the month in which they intend to take vacation. Accordingly, a full list of the vacation days scheduled for the month will be published in advance of such month.

For the scheduled vacation days, the full-time police officers will have the first option to choose which scheduled vacation days up to one-half of such total days scheduled for coverage purposes.

After the full-time police officers select such one-half scheduled vacation days, the Town will have the right to use part-time police officers as a first option to cover for the remaining one-half of scheduled vacation days not to exceed 19.5 hours per part-time officer per week. The full-time police officers will have to make their selection concerning the one-half of scheduled vacation days on which they desire the first option of coverage at least one (1) week prior to the month in question. If the full-time officers are unable to cover the one-half of scheduled vacation days on which they have indicated their preference, then the Town will have the right to use part-time police officers to cover on those vacation days also.

22.4 With regard to the use of part-time police officers who cover for full-time police officers who are unable to show up for duty due to sickness, personal leave time, military leave, bereavement, or compensatory leave, such leave will first be offered to the full-time police officers employed by the Town by use of the seniority rotation selection outlined in Article 3 of the Agreement between the parties. Specifically, when a full-time officer is unable to report to duty due to sick leave, personal leave, military, bereavement, or compensatory leave, the Town will offer the coverage to the most senior -full-time officer currently listed on the overtime rotation list. If the officer declines the opportunity to work the shifts, the next senior full-time officer shall be afforded the opportunity to work. If all full-time police officers on a seniority rotation list decline the opportunity to work the shift or are unavailable to perform such services, then the Town will have the right to employ part-time officers to cover for the full-time officer who was absent. Commencing January 1, 1998, three (3) part-time police officers shall be placed on the seniority rotation list as outlined in Article 3 of this Agreement for the purposes of working tours when a full-time police officer is on sick leave.

ARTICLE 23
RETIREMENT INCENTIVE

The Town agrees to buy back accrued sick time at the member's base rate of pay upon the member's retirement when the following conditions are met:

- A. The member must accept retirement within one (1) year of eligibility for said retirement (the member's 20th year of service).
- B. The member may defer to accept the retirement incentive upon completion of 20 years of police service and elect to accept the retirement incentive at the completion of 20 years of Town of Schodack Police Service.
- C. The member requesting the retirement incentive must notify the Town of his/her intention of retiring at least six (6) months prior to the effective date of said retirement.
- D. The Town will pay the retiring member a retirement incentive of an amount calculated by the member's then current base rate of pay

multiplied by the member's then unused, accrued time up to a maximum of 1,400 hours of said member's unused accumulated sick time.

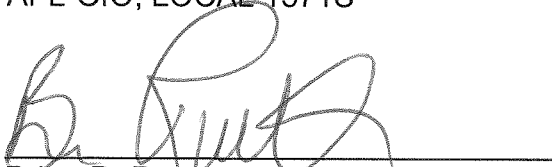
- E. No two (2) members of the Association may accept and be entitled to this retirement incentive within the same fiscal year. If two (2) members reach retirement eligibility within the same fiscal year, the most senior member will be allowed to accept the incentive the first year, with the remaining member's incentive election being paid out by the Town during the following fiscal year.
- F. For the purpose of this section, base pay shall include basic annual salary, longevity and Lieutenants, Detective Sergeant and Sergeants differential, if applicable.

ARTICLE 24
TERM

24.0 This Agreement shall be effective from and including the 1st day of January, 2007 through and including the 31st day of December, 2009.

IN WITNESS WHEREOF, the parties have executed this Agreement on the first set forth above.

LAW ENFORCEMENT OFFICERS
UNION, COUNCIL 82, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 1571S

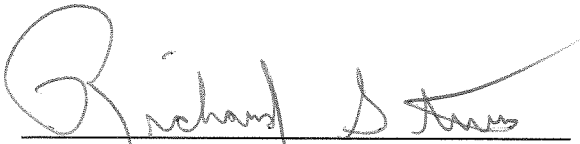


Brian D. Rossiter
1571S Local President
Schodack Police Department

TOWN OF SCHODACK
TOWN SUPERVISOR
265 SCHUURMAN ROAD
CASTLETON, NEW YORK 12033



Beth Knauf Secor
Supervisor/Police Commissioner



Richard Stevens
Staff Director – Council 82

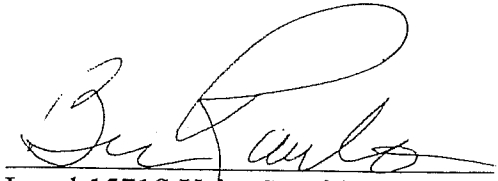
Dated: August 28, 2007

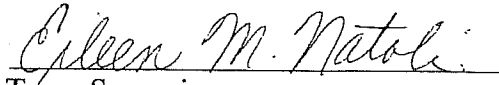
Town of Schodack Police Department
Council 82 1571S
1777 Columbia Turnpike
Castleton, New York 12033

This letter of agreement has been designed for both parties involved in the closure of the current Contractual Agreement Policy that has been ratified with the understanding that a few items need to be addressed and will be negotiated in good faith after the ratification of the current collective bargaining agreement for the Schodack Police for the years of January 1, 2004 - December 31, 2006. If agreed upon, said issues may be added as an attachment with approval from both parties involved in the process. They are listed as follows:

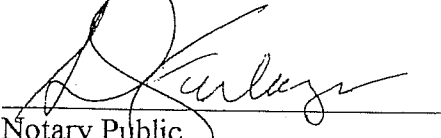
BON
BON

1. Drug Testing Policy ^{ON OR before April 1, 2004} Memberships of Local 1571S has agreed to initiate a drug testing policy after reviewing current drug testing policies with other municipal agencies and developing a drug testing policy with the Town of Schodack Police Department.
2. Additional Shift Insertion - Membership of Local 1571S has agreed to comply with placing a patrol shift from 7:00 a.m.-5:00 p.m. ~~on a strictly trial basis for the purpose of analyzing its effect per request of the Town of Schodack Town Board.~~ Said membership has agreed to include this shift into the scheduled bids effective May 1, 2004. ~~This bid will continue through August 30, 2004. Upon completion, the parties will meet and decide if the shift from 7:00 a.m.-5:00 p.m. will remain in place.~~



Local 1571S Union President
Brian Rossiter


Town Supervisor
Eileen Natoli

Sworn to before me this
30 day of December, 2003.


Notary Public
Ren City Expires 11/30/05

Sworn to before me this
30 day of December, 2003.


Notary Public
Ren City Expires 11/30/05

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF SCHODACK, NEW YORK (TOWN)
AND
SCHODACK POLICE DEPARTMENT COUNCIL 82
LOCAL 1571S LAW ENFORCEMENT OFFICERS UNION,
COUNCIL 82 AMERICA FEDERATION OF STATE COUNTY AND
MUNICIPAL EMPLOYEES AFL-CIO (COUNCIL 82)**

The Town and Council 82 (collectively the "Parties") hereby stipulate and agree (the MOA) as follows:

1. The Town and Council 82 are parties to a Collective Bargaining Agreement (the "Contract") with the term of January 1, 2006 through December 31, 2009.
2. The Parties have met and conferred in relation to the possible cost savings to the Town that could accrue from the Parties agreeing to enter into a "three tier" health insurance plan with certain of the carriers providing health insurance pursuant to Section 10.1 of the Contract and have agreed as follows effective January 1, 2008:

CDPHP: adopt Three-Tier plan option; increase these Co-pays: \$25 PCP, \$25 SCP, \$100 ER, \$100 Amb. (all others remain the same)
Empire Blue Cross: continue Two-Tier Plan; increase these Co-pays: \$25 PCP \$25, SCP, ER \$50 (all others remain the same)

3. The Parties agree that, other than the modifications discussed above, the terms of the Contract including, but not limited to, Article 10 thereof, shall remain in full force and effect. Further, by agreeing to meet and confer concerning the matters discussed herein, and to the MOA itself, the parties do not intend to establish any precedent, all rights under the Taylor Law and Contract being expressly reserved. The Parties also agree that there have been no other promises or representations made to induce each other's acceptance of the terms of the MOA. The MOA reflects the complete agreement of the Parties on the matters discussed herein and may not be changed or amended absent a writing executed by the Town and Union.

Town of Schodack, New York

Local 1571S

By: _____
Beth Knauf Secor,
Town Supervisor

By: _____
Sergeant Brian Rossiter,
President

Law Enforcement Officer's Union, Council 82

By: _____
Richard Stevens,
Staff Director

