



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Rensselaer, City of and Rensselaer Police Officers Union, Security and Law Enforcement Employees, Council 82, AFSCME, AFL-CIO, Local 1571 (1998)**

Employer Name: **Rensselaer, City of**

Union: **Rensselaer Police Officers Union, Security and Law Enforcement Employees, Council 82, AFSCME, AFL-CIO**

Local: **1571**

Effective Date: **08/01/98**

Expiration Date: **07/31/01**

PERB ID Number: **6907**

Unit Size:

Number of Pages: **44**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

POL  
6907

RELATIONS BOARD  
RECEIVED

SEP 09 2004

COUNSEL



# AGREEMENT

between the

**CITY OF RENSSELAER**

and the

**RENSSELAER POLICE OFFICERS UNION  
LOCAL 1571**

**SECURITY AND LAW  
ENFORCEMENT EMPLOYEES  
COUNCIL 82**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**

**August 1, 1998 - July 31, 2001**

## Table of Contents

1	Recognition .....	1
2	Management Rights .....	1
3	Union Rights .....	2
4	Contract Grievance Procedure .....	4
5	Disciplinary Procedures .....	5
6	Departmental Investigations .....	8
7	Personnel Records .....	9
8	Departmental Rules .....	9
9	Seniority .....	10
10	Job Posting .....	11
11	Out-of-Title-Work .....	12
12	Hours of Work .....	12
13	Overtime .....	13
14	Holidays .....	17
15	Vacations .....	17
16	Sick Leave .....	19
17	Bereavement leave .....	20
18	Military Service leave .....	20
19	Unpaid leave of Absence .....	21
20	Compensation .....	21
21	Uniforms and Equipment .....	23
22	Insurance .....	25
23	Retirement .....	26
24	Indemnification .....	26
25	Statutory Benefits .....	27
26	Professional Training and Improvement Courses .....	27
27	Miscellaneous .....	29
28	No Discrimination .....	30
29	Severability .....	31
30	Conclusion of Collective Bargaining .....	31
31	legislative Approval .....	32
32	Procedure for the Implementation of General Municipal Law, Section 207-c22 .....	32
33	Duration of Agreement .....	32
	Signature Page .....	38
	Appendix: 207, GML Forms .....	40

## Statement of Purpose

THIS AGREEMENT entered into by the City of Rensselaer, New York (hereinafter referred to as the Employer), and Rensselaer Police Officers Union Local 1571, Security and Law Enforcement Employees, Council 82, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the Union), has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of disputes and the establishment of rates of pay, hours of work and other conditions of employment.

## Article 1

### Recognition

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all full-time police patrol officers, detectives, sergeants and detective sergeants employed by the Police Department of the City of Rensselaer, New York, specifically excluding the Chief, Deputy Chief, animal control officers, dispatchers, and school crossing guards.

## Article 2

### Management Rights

2.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities heretofore possessed by the Employer are retained by it including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Police Department, to deploy and utilize the work force in the most efficient manner, and to determine the facilities, methods, means and

number of personnel required for the most efficient operation of the Police Department consistent with the statutory responsibilities imposed upon it. In addition, the Employer retains the right to establish specifications, including the minimum qualifications, for each class of positions and to classify or reclassify, allocate or reallocate new or existing positions, to recruit, select, hire, promote, train, transfer, reclassify, compensate, assign work (including overtime), suspend, discharge or discipline employees in accordance with law and the provisions of this Agreement.

### Article 3

#### Union Rights

**3.1 Exclusive Negotiations.** The Employer will not negotiate or meet with any other employee organization or employee group with reference to terms and conditions of employment of the employees covered by this contract during the term of the contract.

**3.2 Payroll Deductions.** The Employer agrees to deduct from the wages of any employee who is a member of the Union all membership dues as provided in a written authorization executed by the employee. Such deductions will be authorized, levied and certified in accordance with the constitution and bylaws of the Union. Each employee and the Union hereby authorizes the Employer to rely on and to honor certifications by the Treasurer of the Union and the legality of adopting actions specifying such amounts of union dues. The Union agrees to indemnify and hold the Employer harmless from any and all claims, demands and causes of action which may arise out of, or by reason of, such payroll deductions by the Employer. All payroll deductions authorized by this section shall become effective when the authorization card has been signed by the employee and deductions from the pay of the employee shall begin no later than the second Payroll period after receipt of the form by the Employer. Any change in the amount of Union dues to be deducted must be certified by the Treasurer of the Union in writing to the Employer. Employees who are, or who become members of the Union, and who execute dues

deduction authorizations may terminate such authorizations upon thirty (30) days written notice to the Employer and the Union.

The Union shall be accorded the benefit of "agency shop" legislation and the employer agrees to deduct from the wages of those employees who do not desire to become members of the Union a service charge equal to the amount of Union dues. The Union agrees to maintain refund procedures in accordance with the law. The indemnification set forth above also applies to the agency shop fees.

All deductions made pursuant to this section shall be remitted monthly to Council 82, 63 Colvin Avenue, Albany, New York, 12206, or to any other address designated by Council 82.

With prior written authorization from the employee, the City will deduct for U.S. Bonds, Credit Union, Life Insurance, and deferred compensation.

**3.3 labor Management Meetings.** There is hereby established a joint labor/Management Committee composed of two (2) members to be named by the Union and 2 members to be named by the Employer. Meetings of this Committee will be held quarterly on a date agreed upon in advance. Meetings shall be held during working hours without charge to leave credits. Both the Union and the Employer shall furnish a written agenda for the meetings at least three (3) days in advance of the meetings. No business shall be discussed at the labor/Management meeting which is not on the prepared agenda, except by mutual consent. The Committee shall have no power to contravene any provisions of this Agreement; however, any understandings reached by the Committee, if put in writing, shall be subscribed to by both parties and shall not be altered or modified unilaterally during the term of this contract. At the request of the local Union, a staff representative of Council 82 may attend labor/Management meetings.

**3.4 Union Business Leave.** Two (2) Union Delegates shall be granted released time (three [3] days) with pay to attend one Statewide Annual Convention per year. Any time in addition to the state wide

convention shall be on fourteen (14) days notice to management and approved subject to staffing, allowing eight (8) days per year for two (2) men with prior approval of the Chief In addition to the state wide convention, two (2) Union Delegates, with prior approval of the Chief, upon fourteen (14) days notice to management, and with approval subject to staffing, shall be granted release time (eight 181 days per year) to conduct Union business, seminars, and other Union functions.

#### Article 4

#### Contract Grievance Procedure

4.1 A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

Step 1: A grievance must be presented by the Union to the immediate supervisor, in writing, on a form supplied by the Union, with a copy to the Chief of Police, within three (3) working days of the occurrence of the act complained about, or within ten (10) working days after the employee knows, or should have known, of the occurrence.

Within three (3) working days of presentation of the grievance, the immediate supervisor shall discuss the grievance on an informal basis with the grievant and the Union representative and shall make an effort to resolve the matter. Within five (5) working days after such discussion, the immediate supervisor shall deliver a written decision to the grievant and the Union representative.

Step 2: If the grievant or the Union is not satisfied with the decision made by the immediate supervisor, the grievant or Union may request a review and determination of the grievance by the Chief of Police or his designee. Such request must be in writing and must be made within three (3) working days of the Step 1 decision. Such request shall be served upon the Chief of Police or his designee and the immediate supervisor with whom the grievance was reviewed. The

Chief of Police or his designee shall meet with the grievant and the union representative in an effort to resolve the grievance within seven (7) working days after receipt of the Step 2 appeal. The Chief of Police or his designee shall render a decision in writing within three (3) working days of such meeting.

Step 3: If the grievant or the Union is not satisfied with the decision made by the Chief of Police, either the grievant or the Union may make a written request for an appeal directly to the Mayor and/or the Mayor's designee, within five (5) working days of receipt of the Step 2 decision. The Mayor shall review the grievance and, within ten (10) working days after receipt of same, issue a written decision.

Step 4: Council 82 may, within ten (10) working days following receipt of the Step 3 decision, file with the employer and the Public Employment Relations Board, with copies to the Mayor and Corporation Counsel, a Demand for Arbitration. The cost of such arbitration will be shared equally by the Union and the Employer. The decision of the arbitrator will be final and binding on the parties.

A grievance may be settled at any stage of the proceeding. The time limits contained in this Article may be extended by mutual consent, which is in writing. All written decisions of the employers shall be served upon the local union, Council 82 representative and the employee involved.

No employee who exercises his/her rights under the above grievance procedure shall suffer any reprisals or retaliatory acts by the Employer.

## Article 5

### Disciplinary Procedures

5.1 The following disciplinary procedure for incompetency or misconduct shall apply to all permanent full-time employees in lieu



of the procedures specified in the Civil Service law Sections 75 and 76.

**5.2** An employee shall be entitled to representation by the Union representative or an attorney, selected at the employees own expense, at each step of the disciplinary procedure.

**5.3** Before the Chief of Police can impose suspension without pay, a fine not to exceed two hundred dollars (\$200.00), loss of accrued leave credits, reduction in grade or dismissal from service, a written Notice of Discipline shall be served upon the employee. Such Notice of Discipline shall clearly state the specific acts for which discipline is being imposed and the penalty proposed for such acts.

This Notice of Discipline shall be served personally upon the employee, if possible. If service cannot be made personally, it shall be made by certified mail, return receipt requested, to the employee's last known address. A copy of the Notice of Discipline shall be given to the Union President.

**5.4** The penalty proposed by the Chief of Police may not be implemented until

1. The employee fails to file a grievance within ten (10) calendar days of the service of the Notice of Discipline, or
2. Having filed a grievance, the employee elects not to pursue it, or
3. The penalty is upheld by the disciplinary arbitrator or a different penalty is determined by the arbitrator to be appropriate, or
4. The matter is settled at any stage of the disciplinary proceeding by agreement between the parties.

Notwithstanding the foregoing, an employee may be suspended without pay for a period noexceeding thirty (30) days, pending determination of the charges. If the employee is found to be innocent of the charges, the employee shall be restored to his position with full pay for the period suspension less the amount of compensation the employee may have earned in any other employment or occupation, and less any unemployment insurance benefits the employee may have received during such period.

5.5 Unless settled, or otherwise resolved, the Notice of Discipline may be the subject of a grievance before the Board of Public Safety or their designee, filed in writing by the employee or the Union representative within ten (10) calendar days of service of the Notice of Discipline.

The Board of Public Safety shall hold a hearing within twenty-one (21) calendar days after the filing of the grievance, and shall render a written decision within fourteen (14) calendar days of the close of the hearing, or after receipt of the transcript if either party has ordered one. In those proceedings where a transcript has been ordered, the party ordering such shall be solely responsible for the cost and shall furnish a copy of the transcript to the other parties.

5.6 If the employee or the Union is not satisfied with the decision of the Board of Public Safety, either one may file for arbitration within ten (10) working days following receipt of the written decision of the Board of Public Safety. Disciplinary arbitrators shall be chosen from the local panel of the Public Employment Relations Board. A copy of the Demand for Arbitration shall be filed with the Board of Public Safety and the Corporation Counsel of the City of Rensselaer. The cost of the arbitration will be shared equally by the Union and the Employer. The decision of the arbitrator will be final and binding on the parties.

5.7 A disciplinary grievance may be settled at any stage of the proceeding by an agreement in writing signed by the Union, the Employee and the Employer.

5.8 The time limits contained in this Article may be extended by written mutual consent. All written decisions shall be served upon the local union, Council 82 representative and the employee involved.

## Article 6

### Departmental Investigations

6.1 Because of the important public trust exercised by the members of the Rensselaer Police Department and the importance of maintaining that trust and the integrity of the Department, it shall be the responsibility of the Department to investigate promptly and thoroughly any complaint or accusation made against a police officer in order to protect that officer, the Department and the residents of the City of Rensselaer. All investigations shall be conducted in a manner conducive to good order and discipline.

6.2 All employees shall have the responsibility to assist and expedite such investigation and, when requested, to furnish information or to give statements as witnesses. It is the responsibility of an employee who is the subject of the investigation to give a responsive accounting of that employee's public trust.

6.3 Any questioning of an employee shall be at a reasonable hour and, if possible, during the employee's regular tour of duty. The questioning, if possible, shall take place at a police facility. All questioning of an employee shall be conducted in a reasonable manner free of any threats, promises and intimidation.

6.4 No employee shall be required to submit to an interrogation by the Department if the information sought is for use against the employee in a disciplinary proceeding, after a notice of discipline has been served, or after the employee's resignation has been requested without notice to the employee of the right to have a Union representative or the employee's attorney present. An employee requesting the presence of a Union representative or a private attorney during the questioning shall be afforded a reasonable period of time

for that purpose.

6.5 No employee shall be requested to sign a statement of an admission of guilt to be used in any disciplinary proceeding without having a reasonable opportunity to have the Union representative or attorney present.

6.6 The procedural requirements set forth above shall not apply to circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of an employee.

## Article 7

### Personnel Records

7.1 All employees covered by this Agreement shall have the right to examine their personnel file maintained by the Rensselaer Police Department in the presence of the Chief of Police or his designee provided that three (3) working days written advance notice is given.

7.2 Letters of reference obtained in connection with the employee's initial or subsequent employment are not reviewable. These letters shall be kept in a separate file.

7.3 The employee may place a written response of reasonable length to any document in the personnel file which the employee deems to be adverse.

7.4 All letters of commendation shall be placed in the official personnel file and the employee shall receive a copy.

## Article 8

### Departmental Rules

8.1 Each employee shall be provided with a copy of the "Duties

and Rules of Conduct” of the Department Implementation of new “Duties and Rules of Conduct” may be addressed in labor/Management meetings.

8.2 The Union will be given notice and opportunity to review any new rules and regulations prior to their implementation.

## Article 9

### Seniority

9.1 The definitions of seniority contained herein shall be applicable to all members of the bargaining unit.

9.2 For purposes of shift selection, vacations and days off, seniority shall mean the length of full time continuous service in title with the Department except that an employee who retreats or is demoted to a previously held tide will have continuous service in both titles counted for purposes of this section. If a tie occurs among employees, the employees total length of full time continuous service with the Department shall be determinative.

9.3 For purposes of layoff, seniority shall mean the length of permanent full time continuous service with the Department and shall be counted from the date of hire in a permanent position. Layoff of competitive class employees shall be governed by the “Rules for the Classified Civil Service” of the City of Rensselaer.

9.4 For purposes of seniority, an employee’s continuous employment shall be broken by voluntary resignation, discharge or retirement. An authorized unpaid leave of absence up to twelve (12) months shall not constitute a break in continuous service; however, seniority will not continue to accrue during such leave.

9.5 Seniority lists shall be posted annually in January of each year.

## Article 10

### Job Posting

**10.1** Whenever an opening or vacancy occurs in the bargaining unit on any job assignment, noncompetitive job title or work shift, a notice of such opening or vacancy shall be posted on the Department bulletin board at least two (2) weeks prior to being filled. The notice shall state the nature of the assignment, job title, job description, rate of pay, the number of positions available, the work shift, and the minimum requirements necessary, if any.

**10.2** Employees wishing to apply for the open or vacant position, or work shift may submit an application in writing to the Chief of Police within the posting period. Applications not received by the Chief of Police by the expiration date of the posting period shall be disqualified.

**10.3** The Employer shall fill such job openings or vacancies as soon as is practicable after the close of the posting period.

**10.4** The Employer shall make a good faith effort to fill such job vacancies or work shifts from among those employees who have applied who meet the standards of the job requirements. Seniority shall be a factor taken into consideration. The Employer shall notify the Union of file names of the employees who applied for the position and the name of the employee selected within five (5) working days after acceptance by the employee.

**10.5** The Employer shall not be required to fill temporary job openings. Temporary job openings are defined as job vacancies that may periodically occur in any job classification or assignment because of illness, vacation, leaves of absence and suspensions. Upon completing a temporary assignment, the employee shall be restored to the previous assignment.

**10.6** The Union shall receive a copy of a request for classification

of a new position, or reclassification of an existing position, when such request is filed with the Civil Service Commission of the City of Rensselaer.

## Article 11

### Out-of-Title-Work

**11.1** A member of the Department temporarily assigned to perform duties of a higher grade or rank shall be paid at the wage scale of the higher grade for every day so employed commencing with the first full day of such employment provided, however, that this section shall not apply to any temporary assignment which is less than eight (8) hours in duration and is made for the purpose of replacing an officer absent because of sickness, injury, vacation, personal leave or similar reasons.

It is the intent of the parties that a sergeant will replace a sergeant. If no sergeant is available, the above provision controls.

## Article 12

### Hours of Work

**12.1** The regular work day or work shift for each employee shall consist of a period of eight (8) consecutive hours within a twenty-four (24) hour period commencing from the start of the employee's regular work shift, including a meal period of thirty (30) minutes.

**12.2** All employees, with the exception of Sergeants and detective whose tours of duty shall be scheduled by the Chief of Police, shall be scheduled to work on one of the following work shifts:

**Tour 1:** 12:00 Midnight to 8:00 A.M.

**Tour 2:** 8:00 A.M. to 4:00 P.M.

**Tour 3:** 4:00 P.M. to 12:00 Midnight

**12.3** The regular work week shall consist of fixed shifts of work week schedules of five (5) consecutive days on and two (2) consecutive days off, with days off being selected every six (6) months on the basis of seniority, subject to the operating needs of the Department. The selection of days off shall be made by September 15 of each contract year, effective October 1, and March 15, effective April 1.

**12.4** Work schedules for employees assigned to regular shifts showing the employee's regular shifts, workdays, and hours shall be posted in the desk area.

**12.5** The practice of substitution where one (1) employee voluntarily works for another shall be permitted, at the discretion of the shift supervisor, subject to the operating needs of the Department, provided that a written request has been received at least seven (7) days in advance, such substitution is within the same job title, (unless otherwise approved by the Chief), and does not impose additional cost to the Department. The Employer shall not be responsible for enforcing any agreement made between employees. The substituted employee becomes, for all intents and purposes, the assigned employee and shall be subject to penalties for tardiness or inexcused absence.

**12.6** Nothing contained in this Article shall prevent the employer, upon reasonable advance notice of twenty-one (21) days, from changing the shift assignments provided a position has been vacant more than twenty-one (21) calendar days. This twenty-one (21) day notice will not apply in an emergency. An employee may volunteer to change shift assignments in less than the twenty-one (21) day notice.

### Article 13

#### Overtime

**13.1** Time and one-half (1<sup>o</sup>) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8)



hours in any work day or forty (40) hours in any work week. The equivalent hourly rate shall be calculated by dividing the employee's total annual salary, including longevity pay, by two thousand eighty (2080).

13.2 An employee recalled to work before or after having completed the regular tour of duty shall be guaranteed a minimum of three (3) hours call in pay at time and one-half (1<sup>o</sup>) the regular rate of pay. This provision takes effect on July 8, 1998. This Section shall also apply to school crossing assignments and any other special details.

13.3 Whenever a member of the Police Department, in the course of regular duty, shall be required to appear before any Grand Jury, Court or Administrative agency, the employee shall be released from duty for the time required for such appearance and the time during which the employee is so engaged, including the time determined by the Chief to be necessary for travel to and from the employee's duty station to the place of the hearing, shall be considered a time of assignment and performance of regular duty.

13.4 Whenever such appearance occurs outside the employee's regular assigned duty hours, the time so spent (from time of reporting to the station until the time of return) shall be deemed overtime. When such an appearance occurs within thirty (30) minutes of the end of the employee's assigned tour of duty or such appearance is completed the thirty (30) minutes before assigned tour of duty begins, it shall also be considered as time of employment for that day and deemed overtime, and compensated at one and one half (1<sup>o</sup>) times regular hourly rate. The overtime shall be paid in the following pay period upon presentation of a letter from the court clerk or presiding officer at the hearing, verifying the hours of attendance.

13.5 Overtime may be paid in cash or in compensatory time off at the rate of one and one-half (1<sup>o</sup>) hours for each hour of employment for which overtime compensation is due provided, however, that no more than eighty-eight (88) hours of compensatory time off may be accrued. Upon termination the employee shall be paid for the accrued

unused compensatory time off at the average regular rate of pay received by the employee, during the last three (3) years of employment, or at the final regular rate of pay received by the employee whichever is higher. Use of compensatory time off shall be permitted by the Employer, provided the Employer receives 24-hour prior notice of the employee's request to use compensatory time and, subject to the operating needs of the Department. Compensatory time off requests and the grant or denial of same, must be in writing. No more than two (2) officers per shift combining compensatory time and/or vacation leave may be on leave at the same time. In the sole discretion of the Chief, more officers may be off at the same time, subject to the staffing needs of the Department. (This restriction shall not apply to Detectives or Sergeants; however in the months of June, July and August, the restriction will remain applicable to Sergeants.) This limitation goes into effect on August 8, 1998.

**13.6 Overtime shall be assigned in order of seniority, except:**

- a. When the assignment of overtime is for four (4) hours or less, commencing at the end of the current shift, and four (4) hours or less notification of such overtime is given, the overtime will be first offered to on-duty employees in order of seniority.
- b. When the assignment of overtime is for four (4) hours or less, commencing in the middle of a shift, and (4) hours or less notification of such overtime is given, the overtime will be first offered to employees coming on duty in order of seniority.
- c. If the overtime assignment is for more than four (4) hours and the department is aware of such need at least two (2) hours prior to the commencement of the tour of duty, such overtime shall be offered to employees in order of seniority, whether or not those employees are on duty or scheduled for the next shift.

In those instances where the need for overtime arises for more than four (4) hours and two (2) hours or less notification of

such overtime is given, such overtime shall be offered to employees already on duty in order of seniority prior to using the regular seniority list.

d. Where no employee accepts the overtime assignment the department may assign, two (2) hours prior to the commencement of the tour of duty, employees in inverse order of seniority, provided however, that probationary employees may be excluded from mandatory overtime if, in the opinion of the Chief of Police, such employee is not sufficiently experienced to perform the necessary duties.

e. Special duties, such as court officer, school crossings, prisoner transports, etc., of less than two (2) hours, shall be first offered to on-duty employees in order of seniority regardless of time of notification.

f. In cases of emergency, overtime shall be assigned by the Chief of Police, regardless of seniority.

13.7 Commuting time to and from police school within Zone 5 shall not be counted for the purposes of overtime compensation.

13.8 No more than twenty (20) voluntary hours of overtime per officer will be granted each week, in excess of forty (40) hours in any given week, except in emergency situations as so designated by the Department or the City. If an employee has sixteen (16) hours or less, the employee will be allowed to take an eight (8) hour tour; an employee with more than sixteen (16) hours of voluntary overtime would be allowed to take a four (4) hour shift.

With respect to the maximum of twenty (20) hours of voluntary overtime, the assignment of overtime for a supervisor may exceed twenty (20) hours of voluntary overtime, at the discretion of the Department

## Article 14

### Holidays

**14.1** All members shall be entitled to be compensated, whether on or off duty for eleven (ii) holidays or days celebrated as such. Such holidays shall be:

- |                          |                      |
|--------------------------|----------------------|
| 1. New Year's Day        | 7. Labor Day         |
| 2. Lincoln's Birthday    | 8. Columbus Day      |
| 3. Washington's Birthday | 9. Veteran's Day     |
| 4. Easter Sunday         | 10. Thanksgiving Day |
| 5. Memorial Day          | 11. Christmas Day    |
| 6. Independence Day      |                      |

**14.2** Employees shall receive all holiday pay the first payroll period in June. However, an employee who resigns, terminates, takes a leave of absence or otherwise separates from the payroll shall not be entitled to holiday pay for any holidays occurring after the date of leaving the payroll. Any such holiday pay which has been received shall be reimbursed to the City. The City may elect to subtract. The amount of holiday pay from any salary or other monies due and owing the employee.

## Article 15

### Vacations

**15.1** Each employee covered by this Agreement shall, upon the completion of one (1) year of service, receive ten (10) work days vacation; upon completion of three (3) years of service, receive fifteen (15) work days vacation; upon completion of ten (10) years of service receive twenty (20) work days vacation; upon the completion of nineteen (19) years of service, receive twenty-five (25) work days of vacation.

**15.2** Vacation credits up to a maximum often (10) days may be

accumulated and carried over to the succeeding year, with a maximum of four (4) days used in daily increments. Upon the death, retirement, resignation or separation from service for any reason, employees or their beneficiaries shall be paid in cash for vacation credits accumulated within the above stated limits.

**15.3.a.** Vacation periods shall be from January 1st to December 31st of each calendar year, and shall be spread over the calendar year. The Departmental vacation list shall be posted no later than January 1st of each year. Employees shall choose vacations by seniority, and sign the vacation list no later than April 1st of each year. Failure to sign the vacation list will forfeit a member's seniority pick and after April 1st vacation will be picked on a first-come-first-served basis. Sergeants and detectives will pick from a separate vacation list.

**15.3.b.** All members of the Rensselaer Police Officers Union will have one (1) week, from the time the seniority gets to them, to decide on their choice of vacation. Although a choice may be made at any time after this limit, the employee does not have the right to take time away from a less senior employee who was able to choose, due to the more senior employee's neglect to select within this one (1) week time frame.

**15.4** During the months of June, July, August and September, no more than two (2) weeks of vacation may be taken consecutively. Upon approval by the Chief of Police, employees may take up to five (5) vacation days as individual days, provided at least one week advance notice is given. No more than two (2) employees may be on vacation at the same time, and no more than one (1) employee from a shift may be on vacation at the same time without the consent of the Chief of Police.

**15.5** On November 15th of each year, an employee may elect to be paid the cash equivalent of up to two (2) weeks of accumulated unused vacation time. Such payment will be made the first payroll period in December.

## Article 16

### Sick Leave

16.1 For employees hired before December 30, 1992, there shall be no limitations on sick leave except in accordance with the provisions of this Agreement and the General Municipal law. Employees hired after December 30, 1992, may accrue fifteen (15) sick leave days per year, with a maximum accumulation of one hundred sixty-five (165) days. Further, those employees hired after December 30, 1992, will be covered by New York State Disability for non-duty connected injury or illness.

16.2 Sick leave may not be used for an illness or injury resulting from employment other than that with the Police Department of the City of Rensselaer.

16.3 Use of any sick leave having a duration in excess of three (3) days shall require that the employee provide written documentation from a physician, obtained at the employee's expense, substantiating the illness or injury; however, in those instances where there is reasonable cause to believe that all abuse of sick leave has occurred, the Chief of Police may require documentation at any time. The Chief may require additional medical documentation to be furnished periodically for any unexcused use of sick leave in excess of seven (7) cumulative days per contract year. If the employee fails to produce any requested medical documentation the employee shall not be paid for the day(s) of absence.

16.4 Except in cases of emergency, the employee may not charge sick leave unless proper notice has been given to the Chief or his designee at least three (3) hours prior to the commencement of the employee's tour of duty, unless the tour of duty begins at 8 a.m. in

which case only two (2) hours notice need be given.

16.5 On the first pay period in January, beginning in January 1999, the City will pay a sick leave incentive to bargaining unit members who meet the criteria set forth in this section. The "year" for sick leave incentive purposes shall be from January through December.

Sick Days	Incentive Pay
0	\$800
1	\$600
2	\$400
3	\$300
4	\$250
5 or more	0

#### Article 17

##### Bereavement Leave

17.1 An employee shall be granted three (3) work days with pay due to a death in the immediate family. However, for special reasons, the Chief may extend the definition of immediate family and the amount of leave.

17.2 For the purpose of bereavement leave, immediate family shall mean an employee's spouse, parent, step parent, sibling, child, step child, father-in-law mother-in-law brother-in-law sister-in-law, or relative living in the same household. For special reasons the chief may extend this definition of immediate family.

#### Article 18

##### Military Service Leave

18.1 Employees absent because of required military duty as members of the organized militia or of reserve forces or reserve

components of the armed forces of the United States shall be granted leave of absence from their regular scheduled duties with no loss of time or pay not to exceed thirty (30) calendar days pursuant to Section 242 of the Military law. Copies of orders for military duty shall be submitted to the Chief as soon as they are received by the employee.

## Article 19

### Unpaid Leave of Absence

**19.1** Employees shall be eligible for leaves of absence without pay after the completion of one (1) year of employment.

**19.2** Any request for a leave of absence without pay shall be submitted on the appropriate form to the Chief of Police and Board of Public Safety. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. All unpaid leaves are subject to the discretion of the Board of Public Safety, which shall notify the employee in writing of their determination. The employee's request shall not be unreasonably denied.

**19.3** Upon completion of the unpaid leave of absence, the employee shall be reinstated to employment at the same salary and title, but not necessarily the same position.

## Article 20

### Compensation

**20.1** Commencing August 1, 1998, each employee shall receive a two and one half (2.5%) percent salary increase across the board.

Salary Schedule - August 1, 1998 - July 31, 1999

Start of first year.....\$ \$27,065.96

Second year.....\$ \$29,331.71

Third year.....\$ \$31,464.53



Fourth year.....\$ \$33,427.27  
 Fifth year and over.....\$ \$36,794.78

**20.2** Commencing August 1, 1999, each employee shall receive a three percent ( 3%) salary increase across the board.

Salary Schedule August 1, - 1999 -January 31, 2000  
 Start of first year.....\$27,877.93  
 Second year.....\$30,211.66  
 Third year.....\$32,408.46  
 Fourth year.....\$34,430.08  
 Fifth year and over.....\$37,898.62

**20.3** Commencing August 1, 2000, each employee shall receive a three percent (3%) salary increase across the board.

Salary Schedule - August 1, 2000 - July 31, 2001  
 Start of first year ..... \$28,714.26  
 Second year ..... \$31,118.00  
 Third year ..... \$33,380.71  
 Fourth year ..... \$35,462.98  
 Fifth year and over ..... \$39,035.57

*82765  
 12655.20  
 40206.63 1206.19 41413.82*

**20.4** In addition to the salaries paid pursuant to 20.1, 20.2 and **20.3**, members of the bargaining unit shall receive longevity payments as follows:

- a. After five (5) Years of service \$200.00 per annum
- b. After eight (8) years of service \$350.00 per annum
- c. After twelve (12) years of service (effective August 1, 1992) \$350.00 per annum
- d. After fifteen (15) years of service \$400.00 per annum
- e. After twenty (20) years of service \$300.00 per annum

Maximum to be paid to any individual of the department in longevity payments shall be onethousand six hundred dollars (\$1,600.00) per annum.

**20.5** New employees will be paid the minimum rate of pay, for the job classification in which they are hired. When employment

commences between August 1st and January 31st, the employee's year of service shall be deemed to have commenced on August 1st. When employment commences on or after February 1st, the employee's year of service shall be deemed to commence on the next succeeding August 1st.

20.6 Identification Officers and Detectives salaries are to be based on length of service with the Department. Effective August 1, 1997, a Detective shall receive an additional one thousand live hundred dollars (\$1,500.00) per year.

20.7 Effective August 1, 1997, a Sergeant shall receive an additional two thousand three hundred dollars (\$2,300.00) per year.

20.8 The Canine Officer, effective August 1, 1997, shall be paid an annual stipend of \$1,000.00.

## Article 21

### Uniforms and Equipment

21.1 Each police officer shall be issued upon appointment the following:

- two pair of trousers
- two short sleeve shirts
- required equipment
- two long sleeve shirts
- one necktie
- one raincoat
- one spring and fall coat with liner - one hat
- all collar brass and hardware
- one black leather police jacket
- one summer hat
- one bullet proof vest with liner
- one winter vest cover

**Note:** All members will be issued matching raincoats. Those members not having a raincoat

consistent with Departmental issue will be given a new raincoat at the Employer's expense.

Bullet proof vests will be replaced by the Employer at ten (10) years of age.

**21.2** All permanent full-time members of the Department shall upon completion of one (1) year of continuous employment with the Department, shall be entitled to a uniform allowance of nine hundred dollars (\$900.00) per contract year with an effective date of August 1, 1997.

**21.3** In the event any personal item of an employee such as watch or eyeglasses is lost, stolen, or destroyed during the performance of duty, reimbursement shall be made by the Employer upon receipt of a written report containing the facts about the damaged or destroyed articles and showing proof of purchase. Provided, however, that nothing contained in this Article shall make the employer responsible for anything other than reasonable reimbursement. Further, employees are on notice, that expensive watches, jewelry, clothing, etc. should not be worn because of the nature of the terms and conditions of employment of employees in the Police Department. Reimbursement to be made within forty-five (45) days.

**21.4** All personal weapons used in the performance of duty shall be approved by the Chief of Police and registered for duty.

**21.5** The Department shall replace personal weapons stolen during the performance of duty, through no fault of the employee, with Department issue. Subject to approval by the Chief of Police, the employee may choose to replace the personal weapon, in which case the employee will be allowed reimbursement in an amount not to exceed the cost of Department issue.

**21.6** If the Employer requires new equipment, the Employer will provide and pay for the initial issue.

## Article 22

### Insurance

22.1 All full-time employees of the Department and eligible members of their families shall be entitled to full coverage under the Empire Plan offered by the State of New York, or under the Capital District Physicians Health Plan, the time of selection to be governed by the Plans. Coverage presently in existence is noncontributory, however, after the completion of the first contract year, the employer will pay the first \$200.00 of the monthly premium for each employee; all remaining monthly premium costs will be paid eighty percent (80%) by the Employer and twenty percent (20%) by the employee.

22.2 The City shall provide full coverage of a thirty-five thousand dollars (\$35,000.00) Life, Accidental Death and Dismemberment policy for each full-time employee until the employee's termination of employment, at no cost to the employee. Employees shall have the option to purchase such coverage at their own expense upon termination of employment.

22.3 Nothing in this Article shall prevent the employer at any time from changing health insurance carriers (or becoming self-insured) provided that the benefits are comparable to the benefits presently in effect. The City agrees that it will provide the Union with at least ninety (90) days notice before any set plan may be adopted by the City. If requested by Union representatives within twenty (20) days from the above notice, the City will meet at least once with the Union to discuss in good faith the proposed plan. All benefits will be comparable to the benefits presently in effect and employee contributions to set plan shall be as set forth in Article 22.1. If the Union disagrees with the entire proposed plan or any portion thereof, then a grievance may be filed and that portion and conflict will be submitted to binding arbitration to determine whether or not the benefits are comparable to the benefits presently in effect. Provided, however,

that any such grievance must be filed within the sixty (60) days of the time the City provides the ninety (90) day notice as set forth above.

### Article 23

#### Retirement

23.1 Retirement will remain as provided under Section 384 which provided retirement after twenty-five (25) years of service.

23.2 Effective July 31, 1993, the Employer will provide retirement benefits under Section 3844 (the twenty-year plan) for eligible members of the Police Department.

23.3 All employees intending to retire shall provide the Chief of Police or his designee, and the City Treasurer, with ninety (90) days written notice pending retirement.

It is not the intent of the City to force a retirement nor is it the intent of the City to prohibit an employee from revoking his/her intent.

### Article 24

#### Indemnification

24.1 To the extent consistent with law, the Employer shall be liable for and shall assume the liability to the extent that it shall save harmless, any duly appointed police officer of the municipality for any negligent act or tort, provided such police officer, at the time of the negligent act or tort complained of; was acting in the performance of his duties and within the scope of his employment, and further provided that this section shall not apply to any police officer acting in the course of his employment with another employer at the time such negligent act or tort occurred.

24.2 In addition to the above, the employer will provide up to five thousand dollars (\$5,000.00) of indemnification to an employee found liable for punitive damages provided that the police officer, at

the time of the negligence act or tort complained of, was acting in the performance of his duties and within the scope of his employment. This determination to be made by the chief of police based upon a hearing held before the chief or his designee on the issue of the proper discharge of the police officers duties in the scope of their employment. This decision is grievable as set forth in Article 4 (contract grievance procedure) of this contract.

## Article 25

### Statutory Benefits

**25.1** All employees of the Department, while rendering authorized aid to another community, are fully covered by Workers' Compensation and liability insurance as provided by State law.

**25.2** Any action taken by a member of the force on off-duty time, which would have been authorized action if taken by an officer acting in the performance of his duties and within the scope of his employment, shall be considered police action and the employee shall have all the rights and benefits as if the employee had been on regular duty provided, however, that this section shall not apply to any officer in the employ of another employer at the time the action occurred.

## Article 26

### Professional Training and Improvement Courses

**26.1** The Board of Public Safety and the Union are in agreement that it is in the best interest of the administration of the Department that as many members as possible participate in professional, educational and training courses whenever the same are available.

**26.2** Announcements of all courses to be given which are compulsory for a segment of the staffs prerequisites to promotion or improved assignments, or optional for the purpose of improving the professional standing of the officer or the Department shall be posted on the bulletin board located at police headquarters. All eligible staff

members shall have the opportunity to bid for the prerequisite and optional courses. In the event that there are more bids than openings available, the Chief, in the exercise of his management discretion, shall decide which member(s) shall attend such course(s).

**26.3** The Chief of Police and the Board of Public Safety shall arrange all compulsory courses and training programs in such a manner so that any police officer required to complete such course or participate in such training program shall be able to do so during the regular scheduled tour of duty.

**26.4** Any police officer attending an optional educational course related to the furtherance of proficiency as a police officer shall, upon presentation of evidence of successful completion thereof, be reimbursed by the Employer for the cost of tuition and other expenses advanced by the employee for the course, provided that the employee had prior approval from the Board of Public Safety and the Chief of Police.

In any event, there will be an \$8,000.00 annually budgeted amount for optional education course work. When the budgeted line item (#3120429) is depleted, no additional courses will be approved for that budget year.

**26.5** Whenever a prerequisite or special course is announced by an educational institution which will result in the improvement of the professional capacity of a police officer, the Chief of Police will permit as many of the personnel as are interested and eligible in attending such course to do so, subject to the operating needs of the Department.

**26.6** Employees shall be allowed time off with pay to take Civil Service promotional exams, leading to promotional opportunities within the Rensselaer City Police Department. In order to be eligible for leave with pay, the employee shall submit a request for such leave to the Chief of Police two (2) weeks before the scheduled examination and thereafter submit proof that the employee attended the examination.

**26.7** Firearms training and defensive tactics training shall be

given all officers at least twice a year. Hours of duty may be changed to accommodate this training.

26.8 Any time an employee selects or is selected to attend any of the schools as outlined above, and when such school is located outside the City, such employee will be entitled to be reimbursed for incurred expenses upon submission of receipts and approval of the Chief of Police.

## Article 27

### Miscellaneous

27.1 The Employer agrees to reimburse all employees who are eligible for travel expenses while on travel status in the performance of their official duties reasonable expenses incurred for hotel, lodging, meals and incidental expense related to thereto, upon submission of proper receipts. Employees who are required to use their own personal vehicles shall be reimbursed at the established IRS per-mile rate. Mileage will be granted for travel to and from police school, only for mileage in excess of thirty (30) miles round trip.

27.2 The Employer shall make every effort to place employees who become permanently partially disabled as the result of a service-connected illness or injury in work which they are able to perform, subject to the medical approval of the Employer.

27.3 Employees may engage in off-duty employment subject to prior written approval from the Chief of Police and provided that such employment does not interfere with the employee's employment with the Department Employees shall not engage in any employment or business which provides services similar in nature to those provided during the course of employment with the Department, within the City of Rensselaer, except as approved by the Chief of Police. Approval of any off-duty employment may be denied where it appears that the outside employment might render the employee unavailable during an emergency, physically or mentally exhaust the employee to the point where his performance may be affected, require that any special consideration be given to scheduling of that employee's regular duty



hours, or bring the Department into disrepute, or impair the operation or the efficiency of the Department or the employment

No employee may, during the course of his outside employment, wear a Rensselaer City Police uniform, policeman's badge or carry any weapon or equipment issued by the Rensselaer City Police Department except as specifically approved by the Chief of Police. Any employee having employment that requires that employee to carry a weapon, must have a personal pistol permit issued in the employee's name as a private citizen. Any violation of these rules set forth in 27.3 shall result in that employee's being barred from engaging in outside employment.

**27.5** Any employee choosing to do so will be allowed to live outside the City, provided it is within a ten (10) mile radius of any point in the City.

**27.6** It will be the practice of the City that only a civilian dispatcher will replace a civilian dispatcher; however, in the event that a police officer is on a light duty assignment, the officer will be afforded the first opportunity to replace a civilian dispatcher.

**27.7** Where, because of statutory mandate (i.e., Section 71 and/or Section 73 of the New York State Civil Service Law) or judicially imposed mandate, the Employer is required to hold a Due Process Hearing, the procedure utilized by the Employer shall be as follows:

The Employer and Union will mutually appoint an Arbitrator or Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an Opinion and Award. If the parties are not able to agree on an Arbitrator, PERB will be contacted and, in all cases, the rules of PERB shall apply.

## Article 28

### No Discrimination

**28.1** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without regard to age, sex, marital status, race, color, creed, national origin, disability political

affiliation or sexual preference..

## Article 29

### Severability Clause

29.1 In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or by government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree to meet as soon as practicable after such decision to negotiate a substitute for the invalidated provision.

## Article 30

### Conclusion of Collective Bargaining

30.1 This Agreement is the entire agreement between the Employer and the Union and supersedes all prior agreements and understandings.

30.2 The parties agree that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements reached by the parties after the exercise of that right are embodied in this Agreement. The Employer and the Union voluntarily and unqualifiedly agree that during the term of this Agreement neither party shall be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, except by mutual consent.

30.3 No amendment shall supersede or vary the provisions of this Agreement until the amendment has been mutually agreed upon by the parties in writing, signed by the appropriate authorized representatives of the Employer and the Union, and annexed hereto and designated as an amendment to this Agreement

## Article 31

### Legislative Approval

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

## Article 32

### Procedure for the Implementation of General Municipal Law, Section 207-c

#### **Section 1. INTENT**

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

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

(c) The term "Officer," as used herein, shall include all sworn members of the Police Department who perform police duties.

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

(a) An Officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make,

personally or through his representative, written notice and application for those benefits to the Chief, or his designee, within ten (10) working days of when the Officer reasonably should have known that the illness or injury would give rise to the claim on the form which is made a part of this procedure. The ten (10) working day period can be excused for good cause shown.

(b) The Officer shall provide authorization for the City to obtain copies of his medical records for treatment from his treating physician or other health care provider and relating to the injury or illness giving rise to the disability and the body part involved and the City will provide the Officer, without cost, a copy of the records and reports produced by any physicians or other experts who examine the Officer on behalf of the City.

(c) Confidentiality Medical authorizations and/or medical records provided by the Officer or the Officer's treating and/or City's examining physician shall be used solely by the City to carry out its rights and obligations under GML 207-c, administering the contractual 207-c procedures, or where release is authorized or required by law. Such authorizations and/or medical records shall be kept and maintained strictly confidential and shall not be disclosed to or discussed with any persons other than the Chief and other persons involved in and responsible for making, or assisting in the making, and/or litigating determinations of eligibility for GML 207-c benefits. Toward that end, such records and/or documentation shall be placed in a sealed envelope, delivered to the Chief and maintained in a medical file which is separate and distinct from the Officer's personnel file and located in a separate locked cabinet. If necessary in order to make a determination as to eligibility for 207-c benefits or return to light or full duty, the Chief may examine the medical records and/or documentation received; however, such inspection shall be conducted in private and outside the presence of other police department personnel and third parties. After the Chief's examination of the records and/or documentation is completed, the records and/or documentation shall be placed back and maintained in a sealed envelope. If production/disclosure of these medical records to others is required or authorized by law or legal process, the City will provide prior written notification to the Officer listing the records to be released and to whom the records

are to be released. Access without the Officer's consent by any other individuals will be considered a breach of the City's contractual obligation to keep such records confidential.

### **Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS**

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

(b) In the event that it is determined that the Officer is entitled to Section 207-c benefits, the City shall credit back to him all leave which he expended prior to the determination.

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

### **Section 4. BENEFIT DETERMINATIONS**

(a) The City shall promptly review an Officer's application for Section 207-c benefits and shall determine his eligibility within fifteen (15) working days after the Chief receives the application.

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

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

## **Section 5. ASSIGNMENT TO LIGHT DUTY**

As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Chief, or the Chiefs designee, may assign a disabled Officer specified light duties, consistent with his/her status as an Officer. The Chief, or the Chiefs designee, prior to making a light duty assignment, shall advise the Officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an Officer may submit to the Chief, or the Chiefs designee, any document or other evidence in regard to the extent of his/her disability. The Chief, or the Chiefs designee, may cause a medical examination or examinations of the Officer, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled Officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the Officer's ability to perform a proposed light duty assignment and other pertinent information, the Chief, or the Chiefs designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. An Officer ordered to light duty shall be provided with a copy of the detailed light duty statement and the medical report supporting the order to light duty. Further, if an officer is ordered to light duty and he/she fails to provide medical documentation contesting said light duty, his/her benefits will cease until a determination is made pursuant to Section 7 of this procedure with regard to the Officer's physical ability to perform the light duty assignment. In the event the officer provides medical documentation to contest the light duty order, the benefits of 207 will continue until a hearing, pursuant to Section 7

of this procedure is held. It is understood that assignment to light duty is in the nature of a "make work" assignment and that an Officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

## **Section 6. TERMINATION OF BENEFITS**

(a) Salary or wages provided by Section 207-c of the General Municipal Law shall terminate upon the employee being retired pursuant to a service retirement, an accidental disability retirement, or a performance of duty disability retirement, as set forth in the Retirement and Social Security Law.

(B) Any other termination will be subject to review pursuant to Section 7 of this Procedure.

## **Section 7. DISPUTE RESOLUTION PROCEDURE**

In the event that the City denies an application for Section 207-c benefits, seeks to discontinue Section 207-c benefits, or there is a dispute about whether an Officer is capable of performing a specific light duty assignment, the matter will be submitted directly to an arbitrator mutually selected by the parties. In the event the parties cannot agree, the matter will be submitted to the "first available" arbitrator from a closed panel to be established by the parties. The party seeking to utilize this Dispute Resolution Procedure shall forward to the other the Demand for Arbitration. The determination of the arbitrator shall be final and binding on the City and the Officer, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitration equally.

## **Section 8. DISABILITY RETIREMENT**

Consistent with Section 207-c, the City may file an application on the Officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law.

## **Section 9. CONTINUATION OF CONTRACT BENEFITS**

Officers with unlimited sick leave will retain said sick leave benefit. While on leave pursuant to Section 207-c, for a period of six (6) months or less, an Officer shall continue to accrue all economic fringe benefits (i.e., holiday pay, clothing allowance, leave accruals, etc...) provided by the Collective Bargaining Agreement. After six (6) months in any calendar year or continuous period of time, the Officer receiving 207-c benefits shall be entitled only to the payment of salary, longevity and health insurance.

### **Article 33**

#### **Duration of Agreement**

**32.1** The term of this Agreement shall be for a period of three (3) years, from August 1, 1998, to July 31, 2001.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed by their respective representatives.

For the Rensselaer Police Officers Union  
Local 1571 Council 82 of the American  
Federation of State, County and  
Municipal Employees, AFL-CIO

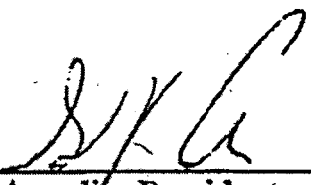
For the City of Rensselaer

### **APPENDIX**

#### **Medical Release**

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me in connection with injuries or illness sustained or incurred in connection with an incident occurring on or in connection with any prior treatment or care for previous injuries to the same body parts which were injured in such incident, or any hospital at which I have been examined or treated in connection with such injury or illness, to furnish the City of Rensselaer, information which may be requested regarding treatment rendered for such injuries or illness and the body part involved.



  
Gerald Amedio, President

Richard Stevens (1-82)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Lynn Ganance, Mayor

Chapman 1516

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated:

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Printed name of Officer

\_\_\_\_\_  
Date

New York State Policeman's &  
Fireman's Retirement System  
Governor Smith State Office Building  
Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the City of Rensselaer Police Department, I hereby submit the following report:

\_\_\_\_\_  
Name of injured Police Officer

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date of incident

\_\_\_\_\_  
Time of incident

\_\_\_\_\_  
Description of injury

\_\_\_\_\_  
Medical care required

\_\_\_\_\_  
Remarks

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Witness to injury

\_\_\_\_\_  
Date



14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) \_\_\_\_\_

15. Where did the incident occur? Specify. \_\_\_\_\_

16. How was the claimed injury or illness sustained? Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) \_\_\_\_\_

17. When was the incident first reported? \_\_\_\_\_

To whom? \_\_\_\_\_ Time \_\_\_\_\_

Witness (if any) \_\_\_\_\_

18. Was first aid or medical treatment authorized? \_\_\_\_\_

By whom? \_\_\_\_\_ Time \_\_\_\_\_

19. Name and address of attending physician? \_\_\_\_\_

20. Name of hospital \_\_\_\_\_

21. State nature of injury and part or parts of body affected \_\_\_\_\_

22. Will the officer return to duty? \_\_\_\_\_

When? \_\_\_\_\_

\_\_\_\_\_  
Date of report

\_\_\_\_\_, New York \_\_\_\_\_  
Signature of injured officer

Sate of New York            )  
County of Rensselaer    ) ss.:  
  )

\_\_\_\_\_, being duly sworn, deposes and says that he/she has read the foregoing notice and knows the content thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes to be true; any false statements herein my subject the deponent to the penalties of perjury.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**NOTARY PUBLIC COMMISSIONER OF DEEDS**