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2003-2006 CONTRACT

BETWEEN

THE CITY OF WATERTOWN

AND

THE WATERTOWN POLICE BENEVOLENT
ASSOCIATION, INC.

WATERTOWN, NEW YORK

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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2003 - 2006 CONTRACT

BETWEEN

THE CITY OF WATERTOWN

AND

THE WATERTOWN POLICE BENEVOLENT ASSOCIATION, INC.

WATERTOWN, NEW YORK

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, declares that it is the public policy of the State of New York and the purposes of the law to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policy and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employment Relations Board to resolve disputes, and by continuing the prohibition against strikes by public employees; and

WHEREAS, the City Council of Watertown, New York in accord with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, after determining the Watertown Police Benevolent Association, Inc. met the basic requirements for recognition under the Act, which include among other factors a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Watertown Police Benevolent Association, Inc. by adopting a resolution to this effect on January 8, 1968; and

WHEREAS, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures, and a contract has been evolved:

RESOLVED, that the City Council of Watertown, New York on behalf of the City of Watertown, New York hereinafter referred to as the "City", and the Watertown Police Benevolent Association, Inc., hereinafter referred to as the "Association", enter into this agreement the 4th day of October, 2004, as follows:

ARTICLE 1 - RECOGNITION

Effective upon the date of execution of this Agreement, the City recognizes the Association as the sole and exclusive representative of all employees of the Police Department as described herein: Police Officers; Sergeants; and Lieutenants.

ARTICLE 2 - GENERAL QUALIFYING CONDITIONS

SECTION 1. The City recognizes that the Association represents a common community of interest among its membership.

SECTION 2. The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions; however, after a one-month period of open change just prior to the new contract year, there will be no dues change permitted during the contract year. If there is a change, the Association will bear the expense of the program change.

SECTION 3. Effective upon the date of execution of this Agreement, the City shall extend to the Association the right to membership dues deduction, pursuant to Section 208 of Article 14 of the New York State Civil Service Law, so long as said Association shall remain the certified bargaining agent for all employees of the Police Department as described herein: Police Officers; Sergeants; and Lieutenants.

SECTION 4. The Association shall be entitled to have deducted from the wages or salaries of employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed ninety percent (90%) of the regular membership dues, which represents the employee's pro-rata share of expenditures by the Association, less expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

SECTION 5. Notwithstanding any other provision, Sections 3 and 4 of Article 2 shall only apply to new employees of the Department and members of the Association who withdraw from the Association as of July 1, 1983. Employees of the Department who, as of July 1, 1983, are not members of the Association shall be exempt from membership dues deduction.

SECTION 6. The City agrees that the Association shall be the sole and exclusive representative of its membership for the purposes of the Public Employees Fair Employment Act.

SECTION 7. The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist or participate in such a strike.

SECTION 8. The City agrees that no member of the Association shall be discriminated against, coerced, restrained or influenced in any manner because of its membership in the Association or by reason of holding office in the Association.

SECTION 9. No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State law now applicable to employees who are members of the Association.

SECTION 10. Effective upon the date of execution of this Agreement, notwithstanding any other provision, this contract shall not apply to the Police Chief and the Police Captain who are management's representatives in the Police Department.

ARTICLE 3 - TERM AND SCOPE OF AGREEMENT

SECTION 1. The term of this agreement shall be for the period July 1, 2003 through June 30, 2006.

SECTION 2. This agreement shall cover all terms and conditions of employment as defined in the New York State Public Employees Fair Employment Act.

ARTICLE 4 - COMPENSATION

SECTION 1.

A. The City shall continue to provide a separate Police Pay Plan as established by resolution of the City Council adopted June 18, 1973. The rate of compensation for the positions of Police Officer, Police Detective, Police Sergeant, and Police Lieutenant, shall be as provided in the attached Schedules A, B and C.

Schedule A reflects a three and one-half percent (3.5%) pay increase in all steps and grades in the Police Pay Plan applicable as of July 1, 2002. It is effective and retroactive to July 1, 2003.

Schedule B reflects a three percent (3%) pay increase in all steps and grades in the Police Pay Plan applicable as of July 1, 2003. It is effective and retroactive to July 1, 2004.

Schedule C reflects a three percent (3%) pay increase in all steps and grades in the Police Pay Plan applicable as of July 1, 2004. It is effective and retroactive to July 1, 2005.

Retirees and resignees shall be compensated retroactively from July 1, 2003.

B. In addition to the Pay Plan described in "A" above, the City agrees to continue a longevity payment plan in the following amounts:

1. Beginning at the end of six years of service in the Police Department, a payment of \$350.00.
2. Beginning at the end of twelve years of service in the Police Department, a payment of \$700.00.
3. Beginning at the end of eighteen years of service in the Police Department, a payment of \$1,050.00.

Payments for longevity became effective July 1, 1985. Amounts paid under the longevity plan shall be in addition to the regular salary and shall not be used in determining the hourly rate of pay. Longevity payments shall be paid in pro-rata amounts on the regular City payroll.

B. For employees hired after July 1, 1994:

1. Effective on July 1, 1998, starting salary shall be \$ 26,250, per annum;
2. Effective upon completion of the Police Academy, the salary rate shall be \$ 27,442, per annum; provided however, that employees who are hired after having already completed Police Academy Training shall be paid at the rate of \$27,442 per annum, and shall be credited with their Police Academy Training as if they had been City employees during same.
3. After their first year of employment, officers shall enter the existing wage step scale.

4. Effective July 1, 2001, the negotiated percentage increase as set forth in paragraph A above shall be applied to said schedule, and thereafter.

SECTION 2. As provided in the 1968-69 Contract, the City has amended the Rules of Administration of the Pay Plan to provide for a regular procedure for the review of pay grades assigned to class titles of positions. The City agrees to provide the President of the Association with a copy of the final decision by the City Council at the time the individual employee is notified.

SECTION 3.

A. A Police Officer, Sergeant, or Lieutenant assigned to perform duties out of title in rank higher than his permanent rank shall be compensated for such performance on a per diem basis, which increased pay shall reflect the differential between the employee's regular pay and the pay which would be received in the higher position in accord with the provisions of 3 a. of the Rules for Administration of the Police Pay Plan.

B. Assignment under this provision shall, insofar as practical, be made on a monthly shift basis.

C. In those cases of vacation, illness, or emergency conditions, assignment may be for shorter periods.

D. In event of vacation or any absence of more than five days or more than a forty-hour week, assignment under this Section shall be required. In no event will assignment and payment for out-of-rank pay be required for a period of less than five work days or a forty-hour work week. No assignment for out-of-rank pay shall be required for a Sergeant or Lieutenant who is off duty for a period of more than two weeks consecutively.

E. Assignment under this section shall be made by the Police Chief.

SECTION 4. All uniformed members of the Police Department shall be paid their accumulated time, overtime and holiday pay when earned. All members of the bargaining unit shall be paid their overtime in the first paycheck after the first full pay period following submission of their overtime slips.

SECTION 5. Overtime shall be defined as the time commencing after a regular eight-hour shift. However, overtime shall not commence until 15 minutes after the end of the regular shift if

the activity engaged in could reasonably have been completed during the regular shift as determined by the supervisor of the shift.

SECTION 6. At retirement a member shall be paid for unused sick leave at the rate of twenty-five percent (25%) of his unused sick leave balance, up to a maximum of 45 days. If a member receives a benefit from the State Retirement System outlined under Article 10, Section 4(2) of the Contract, he or she shall not be eligible to receive cash for unused sick leave as described in this Section.

SECTION 7. Any officer who is ordered to return to duty after having completed his/her regular tour of service shall be guaranteed compensation at the rate of time and one-half of his/her regular hourly rate for a minimum period of two (2) hours, effective on June 30, 1992.

SECTION 8. Effective on July 1, 2001, all members of the bargaining unit, assigned to the evening (3:00 p.m. - 11:00 p.m.) or night shift (11:00 p.m. - 7:00 a.m.), shall be guaranteed, and shall receive, line-up pay in the amount of \$1,600.00 per year; all other members of the bargaining unit shall be guaranteed, and shall receive, line-up pay in the amount of \$1,200 per year. Lineup pay is payable on or before December 1st of each year. The parties further agree that pro-ration of the payment of line-up pay may be made if an employee fails to report to line-up for thirty (30) consecutive days.

SECTION 9. Effective July 1, 2001, officers required to carry a pager or other electronic device, and who do not have the option of refusing to a page, shall receive one thousand (\$1,000) dollars per year, to be paid with line-up pay.

SECTION 10. Effective December 22, 2003, Field Training Officers shall receive compensation of fifty (\$.50) cents per hour for each hour that a Field Training Officer works with a recruit.

ARTICLE 5 - WORK DAY AND WORK WEEK

SECTION 1. For Police Officers, the work day shall consist of eight consecutive hours and a work week shall consist of five consecutive work days.

SECTION 2. All other conditions relating to work day and work week shall be as presently exist except that the time of shift change shall be:

A-Shift - 11:00 P.M. to 7:00 A.M.
 B-Shift - 7:00 A.M. to 3:00 P.M.
 C-Shift - 3:00 P.M. to 11:00 P.M.

SECTION 3. Except as provided under Paragraph "C" of Section 2 of Article 6, and Article 15, all provisions or allowances for compensatory time shall be eliminated. Officers shall receive overtime pay at the rate of time and one-half in place of compensatory time off, without option. A minimum compensation of two hours for court appearances required by City, County, State or Federal Agencies by subpoena shall be paid at the rate of time and one-half. When an officer reports for court appearances, he or she shall sign in at the Police desk in the Police Department and when he or she leaves, he or she shall sign out at the same location. Payment for his or her time in court shall be computed from this record over the Officer's signature after verification by his or her Supervisory Officer.

SECTION 4. To provide for more personnel per shift, the parties desire to implement 12-hour shifts within one year of the signing of this agreement. To accomplish this goal, the parties agree to immediately open negotiations limited to the establishment of such shifts, so that the terms and conditions of employment related to such shifts can be agreed upon prior to their implementation.

It is also agreed that a 12-hour shift schedule that is implemented, will sunset within one-year of its implementation, upon prior written notice by one party to the other to discontinue same. In that event, the parties agree that all terms and conditions of employment contained in the 2003 - 2006 Contract will apply.

ARTICLE 6 - LEAVE

SECTION 1.

A. Annual leave shall continue as presently stated in the existing leave rules of the City as follows:

LEAVE CREDIT	LENGTH OF SERVICE
1 1/2 days for each month of service	1 - 3 years inclusive
1 3/4 days for each month of service	4 - 6 years inclusive
2 days for each month of service	7 - 11 years inclusive
2 1/4 days for each month of service	12 - 17 years inclusive

2 1/2 days for each month of service 18 years or more

B. For those employees hired after July 1, 1994, the annual leave schedule shall be as follows:

LEAVE CREDIT	LENGTH OF SERVICE
10 days	Year 1
10 days	Year 2
12 days	Year 3
12 days	Year 4
15 days	Year 5
18 days	Year 6

Thereafter, the regular contract leave schedule shall apply.

C. The City agrees to amend the Leave Rules to provide up to a ten (10) day carryover of annual leave from calendar year to calendar year.

D. Sick leave shall continue as presently stated in the existing Leave Rules of the City.

E. Each full-time employee of the Watertown Police Department shall be entitled to take one (1) day of personal leave with pay to attend to pressing personal matters. Such personal days may be used in either half day or full day increments, as long as the request does not impede the department's ability to fulfill its mission.

SECTION 2.

A. Holidays shall be granted as presently stated in the Leave Rules of the City. If a holiday falls within an assigned vacation period of a member, he is to be paid for eight additional hours for the holiday.

B. Except as provided under Paragraph "c" of this Section, members shall be paid in cash at double time rate for holiday time and shall not be credited with compensatory time off.

C. Effective January 1, 1986, members shall have the option of taking up a eighty-eight (88) hours in compensatory time off in lieu of cash payments at double time rate for holidays. Such compensatory time must be taken in the calendar year earned and may not be carried over from calendar year to calendar year. Such compensatory time can be used in either daily or hourly increments, provided manpower strength is sufficient and supervisory approval is obtained. At least two weeks prior to January 1st, all members must use the number of holidays from one

to eleven for which they elect to receive compensatory time off in lieu of double time rate. Any unused balances of compensatory time existing at the end of the calendar year shall be lost.

SECTION 3. Members of the Association who are designated by the Association to represent it at the yearly State-wide convention and monthly meetings of the Association shall be permitted to do so without charge to leave time provided that no more than three members shall be off duty at any one time and provided that the maximum time off for the year in any combination shall be no more than thirty-two days.

SECTION 4.

A. The City agrees to continue its rules for sick leave to provide that employees who become ill or injured while on vacation or about to go on vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated for at least three days must be presented for this provision to effective.

B. The City agrees to amend its Leave Rules to provide three (3) days of bereavement leave per death in the immediate family. "Death in the immediate family" is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, grandfather or grandmother of spouse, son-in-law, daughter-in-law, mother or father-in-law, and brother or sister-in-law.

SECTION 5. Vacations will be assigned on a seniority basis. The member must sign up for not less than five days of continuous vacation to hold his place in the vacation or leave roster.

SECTION 6. When time off is given to employees of the Municipal Building and the offices of such building are closed on special occasions, members of the Police Department will be given a credit of equivalent time. This time is to be compiled at the employee's regular hourly rate of pay. Under the provisions of this Section, the special occasion shall not include or apply to the closing of the offices in the Municipal Building for holidays, the day before a holiday or the day after a holiday, or closings due to an emergency situation. The closing of the Municipal Building for emergency situations shall be the sole discretion of the City Manager or his representatives.

ARTICLE 7 - SENIORITY

SECTION 1. Vacation and compensatory time off shall be governed by seniority.

SECTION 2. Permanent appointment for Police Officers shall be given in conformity with New York State Civil Service and Training Laws and Regulations of the Watertown Municipal Civil Service Commission, upon satisfactory completion of six months of work from the effective date of the probationary appointment and required schooling under New York State Training Laws for Police Officers.

SECTION 3. Permanent appointment for Sergeants, and Lieutenants, shall become effective twelve months from the date of probationary appointment.

ARTICLE 8 - GRIEVANCE PROCEDURES

SECTION 1. The City recognizes the Association as the representative of its members to appear in their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.

SECTION 2. The City grants the right of representatives of the Association to visit City facilities and to visit and confer with members of the Association for purposes of conferring on conditions, policies and procedures under the Public Employees Fair Employment Act during regular working hours.

SECTION 3. The City grants the Association the privilege of posting notices and communications on the existing bulletin board, or on an appropriate bulletin board to be provided by the City for that purpose in the Squad Room of the Police Department.

SECTION 4. Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations.

SECTION 5.

A. Grievance Procedures as adopted by resolution of the City Council on September 30, 1963, shall be applicable to the handling of grievances under its conditions and terms as set forth in that resolution as modified by this Agreement in Paragraph "B" of this

Section. A copy of this resolution and procedures is attached and made a part of this agreement.

B. The Grievance Procedure as adopted by the resolution of the City Council on September 30, 1963 is modified by the deletion of Section 4 and the substitution of the following: In the event of a disagreement between a unit employee and the City, or between the Association and the City, as to the interpretation or performance of the express terms of this Agreement, or as to the benefits provided thereunder, said disagreement, unless specifically excluded by this Agreement, shall be resolved in accordance with the dispute resolution procedure hereinafter set forth.

STEP 1. In the event of a disagreement between a unit employee and the City or between the Association and the City, such a grievance shall be reduced to writing by the aggrieved employee or the Association, and presented by the Association to the Chief of Police within ten (10) calendar days of when the grievance occurred or when the person or party reducing the grievance to writing reasonably should have known of its occurrence. The Chief of Police shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

STEP 2. If the Chief's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the Chief's response, present the grievance, the Chief's response and any reply thereto, to the City Manager. The City Manager shall, within ten (10) calendar days of his receipt of any such grievance, present his response in writing to the Association.

STEP 3. If the City Manager's response is not satisfactory to the Association, the Association shall, within ten (10) calendar days of the receipt of the City Manager's response, submit a Demand for Arbitration to the New York State Public Employment Relations Board in accordance with PERB's Voluntary Dispute Resolution Procedure. The Arbitrator's decision shall be final and binding upon the City, the Association and all unit employees.

C. The Arbitrator will have no power to amend, modify, or delete any provision of this Agreement.

D. Expenses for the Arbitrator's services shall be shared equally by the City and the Association.

E. Each party, however, shall be responsible for the expenses of its own witnesses. Either party may have a transcript made at its own expense.

F. Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Association and the City, by mutual agreement, in writing.

SECTION 6. No grievance shall be initiated after the close of the contract year in which the alleged grievance occurred, except that alleged grievances occurring in June may be instituted within thirty days after the close of the contract year in which the grievance is alleged to have occurred.

SECTION 7. Any disputes arising in the administration and/or interpretation of this Agreement will be first addressed through the procedures as set forth herein. Both parties agree that this provision shall be binding on their respective members. Further, both parties agree to mutually pay any or all costs resulting from violation of this section.

SECTION 8. Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through appointment of a board and through the procedures as provided under the Act.

SECTION 9. All practices, policy, customs and/or terms and conditions of employment beneficial to employees which are not specifically provided for elsewhere in this Agreement and which are the subject of mandatory negotiations shall remain in effect for the duration of this Agreement, unless mutually agreed to otherwise between the City and the Association. It is expressly understood by both parties that such past practices shall be only those in effect from the date of February 10, 1986. It is expressly understood by both parties that this clause shall not in any way apply to management's rights to administer the department.

ARTICLE 9 - DISCIPLINARY PROCEDURES

In lieu of Section 75 of the Civil Service Law, a disciplinary proceeding shall be brought in front of a neutral third party mutually selected by the parties from a list supplied by the New York State Public Employment Relations Board.

ARTICLE 10 - RETIREMENT

SECTION 1. The City agrees to provide the State non-contributory retirement plan for Police Officers generally termed the 1/60th non-contributory plan.

SECTION 2. The City agrees to provide for Police Officers a 25-year Retirement Plan at one-half pay.

SECTION 3. The City agrees in addition to the retirement benefits provided under Sections 1 and 2 above to provide for Police Officers the benefits provided under the provisions of subdivision F of Section 384 of the Retirement and Social Security Law as added by Chapter 1000 in the Laws of 1966.

SECTION 4. The City agrees in addition to the retirement benefits provided under Sections 1, 2 and 3 above to provide for Police Officers the following benefits under the New York State Policemen's and Firemen's Retirement System:

1. World War II veterans' service credit under Section 341, subdivision K.
2. Allowance for unused sick leave credit, Section 341, subdivision J.
3. Guaranteed ordinary death benefit under Section 360-B.
4. The twelve month final average salary provision for computation of retirement benefits under Section 302, subdivision 9 D.

SECTION 5. The City agrees, in addition to the retirement benefits provided under Sections 1, 2, 3, and 4 above, to provide for Police Officers the benefits under the New York State Policemen's and Firemen's Retirement System:

1. Twenty-year Retirement under Section 384-D.
2. Non-contributory improved career plan under Section 375-I.

ARTICLE 11 - SELF-INSURANCE PROGRAM

(1) Effective July 1, 1992, and until otherwise mutually agreed through collective negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self-Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.

(2) All benefits, terms, conditions and coverages under the self-funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage

currently provided to the PBA through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.

(3) A separate Account shall be established by the City specifically for the funding and administration of this self-insurance program.

This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account.

The City has agreed to absorb, in the General Fund, all service charges (which are presently \$13.00/mo.), and all wire transfer charges (which are presently \$8.00/ea.) related to this Account.

The City agrees that all moneys in this Account will remain intact and be used for the sole purpose of the self-insurance Program.

Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year evaluation period had passed.

(4) The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self-insurance Account. This monthly premium equivalent will be calculated per the following formula:

* Multiply the number of family contracts x 2.24 (this factor is used to convert individual premium to family premium).

Add this to the number of individual contracts.

That equals the amount of covered lives.

Multiply # of covered lives x 12 = # of covered lives per year.

Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year.

That equals the monthly individual premium.

Multiply individual premium x 2.24 = monthly family premium.

If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

- (5) a. Effective October 1, 2004, the Health Insurance Premium Payments shall be twelve (12%) percent of the premium costs.
- b. Effective December 22, 2003, the duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:
- i. All employees hired on or before June 30, 1983, will not be required to make contributions toward premium costs of their individual or family coverage in their retirement.
- ii. All employees hired on or after July 1, 1983 shall be obligated to contribute while an active employee and throughout retirement toward the premium costs of their individual and family coverage, which shall be in the same amount that active employees are obligated to pay which has been the City's past practice.

c. that in consideration of the PBA's acquiescence to this Program, the City agrees that the Association shall have the unfettered right to seek the elimination of co-pay through Interest Arbitration.

(6) An Insurance Review Advisory Committee will be established no later than July 1, 1992, which shall consist of eight (8) people:

- two (2) from each of the three (3) unions
two (2) from the City of Watertown.

The purpose of this Advisory Committee shall be to review all activity of this self-insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

- a. Discussion by Advisory Committee
- b. Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.
- c. Advisory Committees will meet again to discuss the various recommendations from the unions' memberships.

d. If there is unanimous consent of all three unions, such items go to the City Council, for approval.

e. If recommendations are rejected by the City Council, items of common interest will remain the same.

Nothing herein however shall preclude the PBA from addressing with the City, during negotiations for successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the PBA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the PBA's sole and exclusive right to bargain for its members, in successor Contract negotiations, regardless of whether the other unions and/or the Advisory Committee agrees or disagrees with the PBA's demands, and nothing herein shall be deemed to be a waiver, by the PBA, of said right.

(7) A Claims Appeal Committee shall also be established and shall consist of one (1) member from each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee.

The purpose of the Appeals Committee shall be to review unresolved claims and determine whether or not it is a covered or a non-covered benefit.

An appeals procedure will be established by this Committee, and provided to all employees, in due course.

A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction.

This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

(8) The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file / history / diagnosis / prognosis and/or records, without express written consent.

(9) Effective July 9, 1998, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of usual, customary and reasonable charges (UCR). In the event a unit member obtains covered medical services from a non-participating provider, reimbursement will be allowed for charges denied by the Claims Administrator in excess of \$1,500.00 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1,500.00 and the amount over \$1,500.00 (which is eligible for reimbursement).

(10) Effective December 22, 2003, the per prescription co-pay for prescription drugs shall be five dollars (\$5.00) for

generic drugs, ten dollars (\$10) for preferred brands and twenty five dollars (\$25) for non-preferred brands. Additionally, a mail order pharmacy option shall be provided which will allow purchase of maintenance prescription drugs with a co-pay of \$1.50 for generic drugs and \$3.00 for brand name prescription drugs.

(11) The City offers a Section 125 payment plan for health insurance expenses for all unit members who contribute towards health insurance coverage. Effective December 22, 2003, Child Care expenses will also be included in this plan.

(12) For all employees hired on or after June 9, 1998, the City's obligation to pay the employees' share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.

(13) For employees hired after June 9, 1998, retirement medical insurance paid for by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1,000 annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

(14) Major Medical Deductible: Effective as soon as practicable upon signing of the final contract, there shall be a deductible of \$100.00 per person covered by the employee's plan; calculated and deducted based on 80/20 percent; total annual deductible shall be up to \$300.00 per family plan.

(15) Health Insurance Buy-Out: Effective October 1, 2004 there shall be offered an annual buy-out of \$1,250.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,500 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes.

(16) Medical Visit Copays: Effective December 22, 2003, co-payments for medical visits to participating providers shall be two (\$2.00) dollars per visit. Co-payments for medical visits to non-participating providers shall be five (\$5.00) dollars per visit.

(17) Effective December 22, 2003, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of a 30-day limit on inpatient psychiatric and mandatory pre-certification of inpatient admissions.

ARTICLE 12 - NOTICE OF CHANGE IN CONDITIONS

The City shall notify the Association at least seven days in advance of any change in working methods or conditions except when such change is unavoidable or required because of an emergency or major disaster.

ARTICLE 13 - SAFETY PROGRAM

An Advisory Safety Committee shall be established within the Police Department consisting of three persons appointed as follows:

1. One member appointed by the Watertown Police Benevolent Association, Inc.
2. One member appointed by the Police Chief.
3. One member appointed jointly by the Police Benevolent Association and the Police Chief.

The Committee shall review, study and make recommendations to the Police Chief and the City Manager on activities within the Department relating to safety, such as but not limited to vehicular safety, building safety and building security.

Periodic meetings shall be held by the Committee within regular work hours. The frequency of meetings shall be determined by the Committee. The suggestions of the Committee shall be stated in writing to the Police Chief for his review and for the consideration of the City Manager.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

SECTION 1. Police Officers shall not be required to pick up dead, sick, lost or stray animals in patrol cars

SECTION 2.

A. Effective July 1, 1990, the city implemented a Quarter Master System for the purchase and replacement of uniform items. Effective July 1, 1990 the City shall be responsible for purchasing initial uniform acquisition for new employees employed by the City Police Department.

B. Effective July 1, 1992 the City shall provide to each

full-time employee of the Plainclothes Division a Five Hundred Dollar (\$500.00) clothing allowance for the purchase and maintenance of his or her uniform.

C. Effective July 1, 1999 each officer shall receive a Five Hundred Dollar (\$500.00) per year uniform cleaning allowance. Effective July 1, 2001, the uniform cleaning allowance has been incorporated into the Police Pay Schedules. Each employee shall be responsible to maintain his or her uniform in a suitable fashion. Non-compliance with this section shall be the determination of the Police Chief and shall be subject to appropriate disciplinary action.

D. Uniform articles shall be replaced by the City if damaged in any way while in the course of duty, or for normal wear and tear.

E. The City shall replace eyeglasses and dentures of Police Officers, lost or broken in the line of duty, upon approval of the Chief of Police.

SECTION 3. The City agrees to assign a work schedule for the American Corner post in such a manner that a Police Officer shall not be assigned to stand on the American Corner between the hours of: 6:00 P.M. and 7:00 A.M. January through December.

SECTION 4.

A. Except as provided under Paragraph b of this Section, all vacancies in the Department shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.

B. The City, at its option, shall have the right to fill vacancies for the entry level position of Police Officer through transfers of Bureau of Municipal Police Certified, Civil Service Police Officers in accordance with Section 58 of the New York State Civil Service Law. Such transfers shall be for entry level positions of Police Officer only and shall not apply to supervisory positions covered under this Agreement. Vacancies for supervisory positions shall be filled from appropriate eligible lists as provided by the Watertown Civil Service Commission.

SECTION 5. It is agreed by and between the parties hereto that this Agreement may be reopened for the purpose of considering any new matters and issues which may arise during the life of the Contract.

SECTION 6. Within annual budget appropriations of the Police Department; the City agrees to pay tuition at the rate of one course per semester at an accredited college for any Police Officers taking police related training subjects in the event that

Federal L.E.E.P. Funds are exhausted. In no event shall payment be made by the City for tuition for a course without approval prior to enrollment obtained from the City Manager.

SECTION 7. Correspondence from the Watertown Police Benevolent Association, Inc. to the City Manager shall be answered by the City Manager within ten days of its receipt.

SECTION 8. Both parties agree that this Contract constitutes the present entire Agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.

SECTION 9. Should new or future revisions to the Disciplinary Rules of the Watertown Police Department become necessary, it is agreed that such revisions shall be accomplished through work of a committee made up of members from the Association and members appointed by the City Manager.

SECTION 10. Both parties agree that this Contract constitutes the full and entire agreement between the City of Watertown and the Watertown Police Benevolent Association, Inc. No verbal statement or other agreement in whatever form except as an amendment to this Agreement specifically designated as an amendment thereto shall supersede or vary as the case may be, any provisions of this Contract. Any prior written or verbal commitments between the City and the Watertown Police Benevolent Association, Inc. or any individual employees in the bargaining unit is hereby superseded.

SECTION 11.

A. Effective July 1, 1987 the City shall make available a five thousand dollar (\$5,000.00) bonus retirement plan for employees with the Department who have twenty (20) years of time in the New York State Police Retirement System. Every officer who reaches his or her twentieth year in the Retirement System shall also be entitled to take advantage of this five thousand dollar (\$5,000.00) bonus plan. For the purpose of the 1987-88 Fiscal Year, all employees who have twenty (20) or more years of time in the Police Retirement System shall be considered to have twenty (20) years of time. The City shall provide a bonus schedule as follows:

First Year-	\$5,000.00
Second Year-	\$4,000.00
Third Year-	\$3,000.00

B. Police Officers who wish to participate in the bonus retirement plan must notify the City and the New York State Retirement System by January 1st of the calendar year. Police Officers who elect to participate in the bonus retirement plan and

who notify the City by the first of the calendar year may not retire from active employment until after July 1st of the following fiscal year (July 1 through June 30).

SECTION 12. GML Section 207-c: The parties incorporate by reference the attached City of Watertown Section 207-c Procedures as negotiated between the parties hereto, during the course of negotiations for this agreement.

SECTION 13. The parties agree to establish a joint advisory committee to review and streamline departmental rules and regulations.

SECTION 14. Deferred Compensation - Upon the completion of five years of service, individuals covered by this contract shall, annually, be entitled to sell up to three (3) vacation days and two (2) holidays and convert them into the City's 457 Plan.

ARTICLE 15 - COMPENSATORY LEAVE TIME

A. Effective upon the execution of this Agreement, Unit members may opt to earn compensatory leave time in lieu of overtime, as detailed below. Such compensatory leave time shall be earned and calculated at the overtime rate of 1.5 times regular pay.

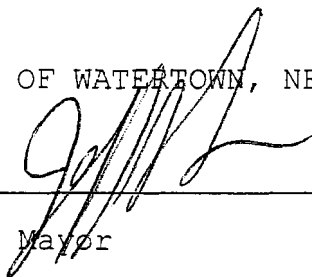
B. In accordance with "A" above, Officers shall be permitted to continuously accumulate up to forty (40) working hours of compensatory leave time per year, to a maximum of 60 hours (40 x 1.5), per year. As time is taken, said totals may be replenished throughout the year on a rolling basis, but must be cashed out if not used by June 30 of each year. Such compensatory time shall be cashed out or paid at the salary rate in effect at the time it was actually earned. The granting of this time off shall be at the discretion of the Chief; and shall not generate additional overtime or "pyramiding." Subject to such constraints, approval of use of compensatory leave time shall not be unreasonably withheld by the Chief or his designee.

ARTICLE 16 - REQUIREMENTS OF STATE LAW

SECTION 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."

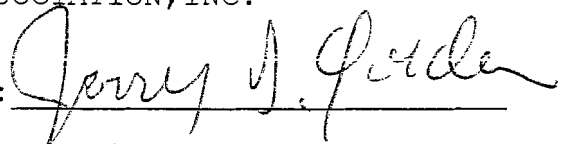
DATED: 10/4/04

CITY OF WATERTOWN, NEW YORK

BY: 
Mayor

DATED: 10/04/04

WATERTOWN POLICE BENEVOLENT
ASSOCIATION, INC.

BY: 
President

SCHEDULE A

CITY OF WATERTOWN, NEW YORK
 POLICE PAY PLAN - TABLE 1
 ANNUAL RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2003

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	36,235	37,907	39,656	41,501	43,434	45,461
POLICE DETECTIVE	P8		41,501	43,434	45,461	47,415	49,456
POLICE SERGEANT	P10		45,461	47,415	49,456	51,615	53,873
POLICE LIEUTENANT	P14	51,615	53,873	56,246	58,738	61,353	64,101

ACADEMY PAY RATE 31,425
 ACADEMY COMPLETION RATE 32,827

TABLE 2
 HOURLY RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2003

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	17.42	18.22	19.07	19.95	20.88	21.86
POLICE DETECTIVE	P8		19.95	20.88	21.86	22.80	23.78
POLICE SERGEANT	P10		21.86	22.80	23.78	24.81	25.90
POLICE LIEUTENANT	P14	24.81	25.90	27.04	28.24	29.50	30.82

LONGEVITY PAYMENTS:
 AFTER 6TH YEAR \$350
 AFTER 12TH YEAR \$700
 AFTER 18TH YEAR \$1,050

ACADEMY PAY RATE 15.11
 ACADEMY COMPLETION RATE 15.78

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2003

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	17.59	18.39	19.24	20.12	21.05	22.03
POLICE DETECTIVE	P8		20.12	21.05	22.03	22.97	23.95
POLICE SERGEANT	P10		22.03	22.97	23.95	24.98	26.07
POLICE LIEUTENANT	P14	24.98	26.07	27.21	28.41	29.67	30.99

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2003

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	17.76	18.56	19.41	20.29	21.22	22.20
POLICE DETECTIVE	P8		20.29	21.22	22.20	23.14	24.12
POLICE SERGEANT	P10		22.20	23.14	24.12	25.15	26.24
POLICE LIEUTENANT	P14	25.15	26.24	27.38	28.58	29.84	31.16

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2003

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	17.92	18.72	19.57	20.45	21.38	22.36
POLICE DETECTIVE	P8		20.45	21.38	22.36	23.30	24.28
POLICE SERGEANT	P10		22.36	23.30	24.28	25.31	26.40
POLICE LIEUTENANT	P14	25.31	26.40	27.54	28.74	30.00	31.32

SCHEDULE B

CITY OF WATERTOWN, NEW YORK
 POLICE PAY PLAN - TABLE 1
 ANNUAL RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2004

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	37,322 ^{4.6}	39,044 ^{4.6}	40,846 ^{4.65}	42,746 ^{4.65}	44,737 ^{4.65}	46,825 ^{4.6}
POLICE DETECTIVE	P8		42,746 ^{4.65}	44,737 ^{4.66}	46,825 ^{4.3}	48,837 ^{4.3}	50,940 ^{4.5}
POLICE SERGEANT	P10		46,825 ^{4.3}	48,837 ^{4.3}	50,940 ^{4.36}	53,163 ^{4.37}	55,489 ^{4.3}
POLICE LIEUTENANT	P14	53,163 ^{4.37}	55,489 ^{4.4}	57,933 ^{4.4}	60,500 ^{4.45}	63,194 ^{4.47}	66,024 ^{4.4}

ACADEMY PAY RATE 32,368
 ACADEMY COMPLETION RATE 33,812

TABLE 2
 HOURLY RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2004

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)
 YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	17.94	18.77	19.64	20.55	21.51	22.51
POLICE DETECTIVE	P8		20.55	21.51	22.51	23.48	24.49
POLICE SERGEANT	P10		22.51	23.48	24.49	25.56	26.68
POLICE LIEUTENANT	P14	25.56	26.68	27.85	29.09	30.38	31.74

LONGEVITY PAYMENTS:
 AFTER 6TH YEAR \$350
 AFTER 12TH YEAR \$700
 AFTER 18TH YEAR \$1,050

ACADEMY PAY RATE 15.56
 ACADEMY COMPLETION RATE 16.26

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2004

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	18.11	18.94	19.81	20.72	21.68	22.68
POLICE DETECTIVE	P8		20.72	21.68	22.68	23.65	24.66
POLICE SERGEANT	P10		22.68	23.65	24.66	25.73	26.85
POLICE LIEUTENANT	P14	25.73	26.85	28.02	29.26	30.55	31.91

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2004

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	18.28	19.11	19.98	20.89	21.85	22.85
POLICE DETECTIVE	P8		20.89	21.85	22.85	23.82	24.83
POLICE SERGEANT	P10		22.85	23.82	24.83	25.90	27.02
POLICE LIEUTENANT	P14	25.90	27.02	28.19	29.43	30.72	32.08

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2004

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	18.44	19.27	20.14	21.05	22.01	23.01
POLICE DETECTIVE	P8		21.05	22.01	23.01	23.98	24.99
POLICE SERGEANT	P10		23.01	23.98	24.99	26.06	27.18
POLICE LIEUTENANT	P14	26.06	27.18	28.35	29.59	30.88	32.24

SCHEDULE C

CITY OF WATERTOWN, NEW YORK
 POLICE PAY PLAN - TABLE 1
 ANNUAL RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2005

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	38,442	40,215	42,071	44,028	46,079	48,230
POLICE DETECTIVE	P8		44,028	46,079	48,230	50,302	52,468
POLICE SERGEANT	P10		48,230	50,302	52,468	54,758	57,154
POLICE LIEUTENANT	P14	54,758	57,154	59,671	62,315	65,090	68,005

ACADEMY PAY RATE 33,339
 ACADEMY COMPLETION RATE 34,826

TABLE 2
 HOURLY RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 2005

(BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)
 YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	18.48	19.33	20.23	21.17	22.15	23.19
POLICE DETECTIVE	P8		21.17	22.15	23.19	24.18	25.23
POLICE SERGEANT	P10		23.19	24.18	25.23	26.33	27.48
POLICE LIEUTENANT	P14	26.33	27.48	28.69	29.96	31.29	32.69

LONGEVITY PAYMENTS:
 AFTER 6TH YEAR \$350
 AFTER 12TH YEAR \$700
 AFTER 18TH YEAR \$1,050

ACADEMY PAY RATE 16.03
 ACADEMY COMPLETION RATE 16.74

**PUBLIC EMPLOYMENT RELATIONS BOARD (PERB)
CONTRACT ANALYSIS PROGRAM
(Supplemental Material)**

FIRE

Part III: Health Insurance Benefits

*Employee will pay \$15 bi-weekly for individual coverage and \$40 bi-weekly for family coverage. Employer will pay the remaining amount of premium. Premiums are based on a flat rate system, not a percentage.

Part IV: Wage Adjustments

FF = Firefighters

FC = Fire Captain

BFC = Battalion Fire Chief

POLICE

Part IV: Wage Adjustments

*

Effective Date	Overall Change	Included Increment
7/1/2003	Officer (8.1%) Detective (8.0%) Sgt. (7.8) Leut.(7.9%)	Officer (4.6%) Detective (4.5%) Sgt. (4.3) Leut.(4.4%)
7/1/2004	Officer (7.6%) Detective (7.5%) Sgt. (7.3) Leut.(7.4%)	Officer (4.6%) Detective (4.5%) Sgt. (4.3) Leut.(4.4%)
7/1/2005	Officer (7.6%) Detective (7.5%) Sgt. (7.3) Leut.(7.4%)	Officer (4.6%) Detective (4.5%) Sgt. (4.3) Leut.(4.4%)

Par V: Salaries

Provide any Necessary Explanations and Comments:

Day Shift: Line-up pay in the amount of \$1,200/year shall be given to all members of the bargaining unit.

Evening and Night Shift: Line-up pay in the amount of \$1,600/year shall be given to all members of the bargaining unit.

Line-up pay is given to officers as payment for arriving fifteen (15) minutes early for briefing before shift.

TABLE 3
LONGEVITY TABLE \$350.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2005

YEARLY STEP							
CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	18.65	19.50	20.40	21.34	22.32	23.36
POLICE DETECTIVE	P8		21.34	22.32	23.36	24.35	25.40
POLICE SERGEANT	P10		23.36	24.35	25.40	26.50	27.65
POLICE LIEUTENANT	P14	26.50	27.65	28.86	30.13	31.46	32.86

TABLE 3
LONGEVITY TABLE \$700.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2005

YEARLY STEP							
CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	18.82	19.67	20.57	21.51	22.49	23.53
POLICE DETECTIVE	P8		21.51	22.49	23.53	24.52	25.57
POLICE SERGEANT	P10		23.53	24.52	25.57	26.67	27.82
POLICE LIEUTENANT	P14	26.67	27.82	29.03	30.30	31.63	33.03

TABLE 3
LONGEVITY TABLE \$1050.00
ANNUAL RATES OF PAY FOR GRADES P6 - P14
EFFECTIVE JULY 1, 2005

YEARLY STEP							
CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	18.98	19.83	20.73	21.67	22.65	23.69
POLICE DETECTIVE	P8		21.67	22.65	23.69	24.68	25.73
POLICE SERGEANT	P10		23.69	24.68	25.73	26.83	27.98
POLICE LIEUTENANT	P14	26.83	27.98	29.19	30.46	31.79	33.19