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POL/8481

COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF WOODSTOCK

and the

**UNITED FEDERATION
OF POLICE OFFICERS,
Inc.**

on behalf of

Town of Woodstock Police Officers

January 1, 2004 - December 31, 2006

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1 CONDITIONS AND SCOPE OF AGREEMENT

1.1 Parties to Agreement

1.1.1 This Agreement is made by and between the Town of Woodstock, on behalf of the Town of Woodstock Police Department, hereinafter known as the "Employer", and the United Federation of Police Officers, Inc., hereinafter referred to as the "Union", as the sole and exclusive bargaining representative of the employees employed in the following classifications:

1.1.2 Included: All full-time and part-time employees in the following titles: Patrolman, Sergeant, and Detective.

1.1.3 Excluded: Chief of Police.

1.2 Purpose of Agreement

1.2.1: This Collective Bargaining Agreement has as its purpose the improvement and promotion of harmonious and cooperative relations between the Employer and the employees as represented by the Union, with the establishment of an orderly means of settlement of differences, promptly and fairly as they arise, consistent with this agreement and the Public Employees Fair Employment Act of the State of New York in order to enhance the operational program of the Town of Woodstock Police Department.

1.3 Maintenance of Standards

1.3.1 Changes in Policies or Procedures: It is understood that any policy or procedure change affecting terms and conditions of employment of the bargaining unit shall not be changed without the voluntary, mutual consent of the United Federation of Police Officers, Inc. on behalf of the Town of Woodstock Police Department. Any changes by the Town shall be submitted to the Union for approval and/or mutual consent.

1.3.2 Past Practices: A past practice is defined as any practice or rule relating to a condition of employment which is a mandatory subject of negotiation and has been established by its clarity, consistency, longevity, repetition, acceptability, and mutuality. There will be no change(s) in such condition without first having obtained agreement and consent with the Union.

1.3.3 Reopener Clause: In the event any other bargaining unit of Town employees, or a majority of employees in the Highway Department, receive benefits greater than those afforded to unit members under this Agreement, at the Union's option negotiations may immediately be reopened on the subjects of such benefit(s). In the event negotiations reach an impasse and the issue is submitted to arbitration, nothing contained in this section shall be interpreted to entitle unit members to the benefit.

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 The rights and responsibilities to operate and manage the business and affairs of the Employer are vested exclusively in the Employer and the Employer not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration, the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Employer unless expressly provided otherwise in this collective bargaining agreement, by past practice (as defined in 1.3.2 above), or by law.

3 UNION RIGHTS AND RESPONSIBILITIES

3.1 Recognition and Duties

3.1.1: The Employer, in recognition of its duties to assure harmonious relations with employees covered in this Agreement, and which in turn as a result of this Agreement is assured that its obligation to provide police protection and services to the residents of the Town of Woodstock will not be impaired, does hereby agree to the following conditions involving recognition and certification of the employees' organization, the Union, and hereby accords said organization such rights as follows:

3.2 Union Membership/Agency Shop

3.2.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Written authorization by the employee(s) is to be furnished in the form approved by the Employer. Thereafter, the Union will forward the authorization to the Employer and the Employer shall deduct and remit the dues, initiation fees, and/or assessments in accordance with Section 3.2.4, below.

3.2.2 Part-time Employees: Part-time employees who work any hours during a payroll period shall have the same amount of dues deducted as for full-time employees for that payroll period. Part-time employees who do not work any hours during a payroll period shall not have any dues deducted for that payroll period.

3.2.3 Agency Shop: Under the Taylor Law, membership in this Union is not compulsory. Employees have the right to join, not maintain, or to drop their membership in this Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Membership in the Union is separate, apart and distinct from the assumption by one individual of that individual's equal obligations to the extent that individual receives equal benefits. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members of the Union, and this Agreement has been executed by the Employer after the Public Employment Relations Board has certified that the Union is a choice of the majority of the employees in the bargaining unit. Accordingly, it is fair and just that each employee in the bargaining unit is to pay a fair share of the obligations along with the grant of equal benefits contained in this Agreement.

In accordance with the policy set forth above and under this Section, all employees (full and part-time) who are not members of this Union shall pay to this Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. This shall be limited to the amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence thirty-one days following the effective date, or on the date of execution of this Agreement, whichever is the later, and for new employees the payment shall start thirty-one days following the first date of employment. The Employer will deduct and remit the service fee in accordance with Section 3.2.4, below.

3.2.4 Payroll Deduction of Dues/Fees: The Employer agrees to deduct from all regular employees (full-time and part-time) covered by this Agreement, the initiation fees and dues of the Union or agency shop fees, as the case may be; agrees to make such adjustments in said dues as the Union may prescribe; and agrees to remit same to said Union. All such deductions shall be made prior to the end of the following month for which such deductions are made.

3.2.5 Indemnification Clause: The Union hereby agrees to indemnify the Employer and hold the Employer harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Employer of the deduction of membership dues or agency shop fees in accordance with Section 3.3.1, including the transmission of membership dues and agency shop fees.

3.2.6 Notification of New Hires, Terminations, Promotions: The Employer agrees to notify the Union, on a monthly basis, of any new hires, terminations, or promotions that would have the effect of adding or removing employees from the bargaining unit. Information regarding new hires will include date of hire, full or part time status, mailing address, social security number, and date of birth. Information regarding promotions and/or terminations will include the effective date.

3.3 Union Representatives

3.3.1 Designation of Representatives: The Employer recognizes the right of the Union to designate a delegate to its legislative sessions, shop stewards and alternates. To the extent practicable, the duties of shop stewards and delegates shall be carried out during non-working hours and such activities shall in no way interfere with the performance of services by bargaining unit members.

3.3.2 Access to Employer Premises: Representatives of the Union shall be allowed access to the Employer's premises for the purpose of conducting legitimate Union business related to the administration of this collective bargaining agreement and to investigate safety and health matters provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Chief of Police or Town Supervisor.

3.3.3 Delegate Duties and Activities: The delegate or alternate(s), shall participate in Union legislative functions according to the Union By-Laws and shall assist Union activities and grievances where requested to do so, in accordance with the delegate's usual and customary union duties.

3.3.4 Shop Stewards Duties and Activities: The authority of the shop stewards and alternate(s) so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. the investigation and presentation of grievances in accordance with the provisions of this Agreement;
- b. the transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such message and information:
 1. have been reduced to writing or
 2. if not reduced to writing, are of a routine nature and do not interfere with the performance of work assignments.
- c. the Employer recognizes these limitations upon the authority of the shop stewards and alternates, and shall not hold the Union liable for unauthorized acts.

3.4 Leave for Union Business

3.4.1 Allowance: The delegate and shop stewards and/or alternates shall be granted up to five days total per year, to be divided by them by their agreement, for Union related business and such time is without loss of pay and will not to be deducted from other benefit days as provided by this Agreement.

3.4.2 Requests for Release Time: Notice shall be given to the Chief of Police as far in advance as practicable to but no less than seven days. Requests shall not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until the Chief of Police, or designee, has approved it.

3.5 Leave for Labor-Management Meetings

3.5.1 Committee Members: A committee consisting of no more than two representatives of the United Federation of Police Officers, Inc. Town of Woodstock Chapter, and no more than two representatives of the Employer shall meet from time to time, as needed, to discuss matters of mutual concern at mutually agreeable times and places. Employees designated by the Union will be allowed release time, without loss of pay or leave credits, to participate in Labor-Management meetings as defined in this section.

3.6 Leave for Negotiations

3.6.1 Eligible Employees: No more than two full-time employees and one part-time employee designated by the Union shall be allowed release time, without loss of pay or leave credits, to participate in collective-bargaining negotiations.

3.7 Union Security

3.7.1: In the event that the current laws are modified or repealed so as to permit greater Union-security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with said changes.

4 EMPLOYEE RIGHTS

4.1 Civil Service

4.1.1 Hiring and Probationary Period: Notwithstanding this union contract, the New York State Civil Service Law and Rules and Regulations as to hiring and probationary periods shall apply and be observed by the parties. In determining salary placement and longevity entitlements, the Employer shall honor the requirements of Section 153 of the Town Law, where applicable.

4.1.2 Failure to Successfully Complete Probationary Period: In the event the employee's performance or conduct is not satisfactory, the Employer may dismiss the employee from employment or return the employee to the employee's previous position, as the case may be, at any time on or before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

4.1.3 Temporary or Substitute: In the event a "temporary" or "substitute" becomes a regular full-time or regular part-time employee, such individual shall serve the applicable probationary period.

4.2 Seniority

4.2.1 Definition of Seniority: Seniority shall be a factor in job assignments and vacation preferences. The continuity of seniority shall be determined pursuant to the rules of the County Civil Service Commission. Seniority is determined by:

- a. rank or
- b. by continuous service in rank
- c. by date of employment to rank or previous rank
- d. by date of appointment to the department.

4.2.2 Loss of Seniority and Employment: Seniority may be broken by:

- a. lawful discharge
- b. voluntary separation for more than one year.

4.2.3 Computation of Seniority: For the purpose of calculating the length of service of a regular full-time employee, one year will be credited for each year of service beginning on the employee's initial date of hire as a regular full-time employee. For the purpose of calculating length of service of a regular part-time employee, one year of service will be credited for every 1948 hours of paid work and paid leave. In the event a regular part-time employee is appointed to a position as a regular full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

4.2.4 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.2.5 Unpaid Leaves of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence in excess of thirty calendar days for a non-medical leave or twelve weeks for a medical or family leave or while the employee is in layoff status. Such leave will not be considered as a break in “continuous service”; however, the employee’s anniversary date will be extended for a period equivalent to the time of such leave.

4.2.6 Workers’ Compensation: An employee who is on Workers’ Compensation and is not on the payroll will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in “continuous service” and the employee’s anniversary date will not be adjusted.

4.3 Layoff & Recall

4.3.1 First to be Laid Off: Except as otherwise set forth in the rules and regulations of the Ulster County Civil Service, when it becomes necessary to reduce the working force, seniority will be observed whenever and wherever practicable and within grade and, therefore, the employee within the affected job title with the least seniority will be the first to be laid off.

4.3.2 Recall to Same Job Title: Except as otherwise set forth in the rules and regulations of the Ulster County Civil Service, when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. Therefore, in the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within the affected job title with the most seniority shall be offered the position. This process shall be followed until each laid-off employee who was within that job title has been recalled to that job title.

4.3.3 Notice of Recall to Same Job Title: In the event of a recall to a job title where a layoff occurred, the laid off employees shall be given notice of recall by telegram or certified mail, sent to the last known address. Within three calendar days after tender of delivery, or attempted delivery, the employee must notify the Employer by telegram, registered or certified mail of the employee’s intent to return to work, and must actually return to work within fourteen calendar days after tender or attempted delivery of such notice, unless mutually agreed upon to extend the period. If the employee fails to comply with the above provisions, the employee shall be declared a voluntary quit, and lose all seniority rights of employment (unless supportive documentation and circumstances beyond the police officer's control can be provided which will alter this final determination).

4.3.4 Recall to Different Job Title: In the event there is a vacancy following a layoff in a new or existing job title within the bargaining unit, the Employer shall post the position in accordance with 5.1.1, below, and the laid-off employee shall be eligible to bid on the position in accordance with 5.1.2, below.

4.3.5 Notice of Recall to Different Job Title: The Employer shall notify the laid-off employee of the vacancy in 4.3.4 by means of certified mail sent to the employee's last known address. In the event the laid-off employee does not respond within three calendar days, either in person or in writing, or the employee rejects the offer, the employee will not be notified of any subsequent openings in that job title.

4.3.6 Duration of Recall Rights: An employee shall be eligible for recall under 4.3.2 and 4.3.4, above, for up to two years from the date the employee was laid off.

4.3.7 Change of Address: An employee who has been laid off must notify the Employer, in writing, of any change of address or telephone number.

4.4 Personnel File

4.4.1 Employee Access: An employee may review and copy the contents of the employee's own personnel file, with the exception of letters of reference. The employee must make an appointment with the Town Supervisor's Office. Someone authorized by the Town Supervisor must be present when the employee inspects the file.

4.4.2 Union Access: With the written consent of the employee, a representative of the Union shall be allowed to review and copy the contents of the employee's personnel file, with the exception of letters of reference.

4.4.3 Change in Status: An employee must immediately notify the Town Supervisor's Office of a change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

4.4.4 Option to Include Material: An employee has the option, after reviewing the contents of the employee's personnel file, to provide and have included in the file, written supporting documentation or explanations to offset any negative information found therein.

5 VACANCIES & PROMOTIONS

5.1 Notification of Vacancies

5.1.1 Posting: In the event there is a vacancy in a new or existing position within the bargaining unit that the Employer intends to maintain, the vacancy will be posted for at least seven calendar days on the Town bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Employer may make a temporary appointment.

5.1.2 Application: Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by making a written application.

5.2 Appointment to Vacancies

5.2.1 Selection: The Chief of Police shall be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Chief of Police. Such action shall not be subject to the Grievance Procedure.

6 PERFORMANCE APPRAISAL

6.1 Purpose

6.1.1 Purpose and Criteria: The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance.

6.2 Procedure

6.2.1 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Chief of Police. Informal evaluations will occur on an as needed basis.

6.2.2 Post-evaluation Conference: After an evaluation, the Chief of Police will meet with the employee to review the employee's performance appraisal report.

6.2.3 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.

6.2.4 Employee Reply: An employee's written reply, if any, will be attached to the performance appraisal report.

7 HOURS OF WORK

7.1 Work Schedule

7.1.1 Full-Time Officers: Full-time members shall work a rotating schedule, which reflects four days on and two days off.

7.1.2 Assignment of Part-Time Officers: Part-time officers will be called in during periods full-time officers are on vacation, personal leave, sick leave or attending training/educational schools.

7.1.3 Special Assignments: With the exception of scheduled tours of foot or bike patrol in the Village area, full-time officers shall be offered first opportunity for all special assignments such as, but not limited to, coverage for unscheduled foot or bike patrol. If full-time officers, decline the aforementioned special assignments, part-time officers shall be canvassed for coverage.

7.1.4 Additional Hours of Work: An employee must receive prior approval from the Chief of Police, or designee, before working additional hours.

7.1.5 Procedure for Assigning Additional Hours: Full-time officers shall have the right of first refusal of all overtime.

Emergencies – Notwithstanding the above, in the event an employee must be held over due to an emergency situation, or to meet necessary staffing levels, the opportunity will not be offered to other employees and those employees in the affected job title who are then working on the assignment will continue to work the additional hours.

Regular Overtime - When employees are called in for overtime, they shall be contacted by rotation from separate established lists of full and part-time employees maintained in headquarters. An employee who is offered overtime and declines shall not be offered overtime again until the rest of the list has been canvassed and the employee's name comes up on top once again. An employee who cannot be reached at the time of the call-in shall be considered to have declined. If all eligible employees have declined the call in, the employer shall make the necessary assignments in reverse order of seniority, beginning with the employee with the least seniority.

7.1.6 Errors in Assigning Additional Hours: In the event the Employer makes an error in the assignment of additional hours, the Employer shall offer the next opportunity to work additional hours to the employee who should have been offered the additional hours.

7.2 Time Records

7.2.1 Recording of Time: An employee must record all hours worked. The time record must indicate the time the employee began work and ended work.

7.3 Notification of Absence

7.3.1 Notification: In the event an employee is unable to report to work, the employee must notify the Chief of Police, or designee, each day of the absence and state the reason for the absence. In the event the absence is due to an extended illness or injury the requirement of a daily notice will be waived.

7.3.2 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Chief of Police, or designee, as soon as possible before the employee's scheduled reporting time.

7.3.3 Early Departure: In the event an employee must leave work during the workday, the employee must notify and receive approval from the Chief of Police, or designee, prior to leaving.

8 COMPENSATION

8.1 Wages

8.1.1 Pay Schedule: All present employees covered hereunder shall be paid in accordance with the present system in full force and effect. Annual salary of the rank of police officer shall be as follows:

The schedule set forth below will be the applicable schedule for the period January 1, 2004 through December 31, 2006, which reflects increases of 3 percent on January 1, 2004, 3 percent on January 1, 2005, and 3 percent on January 1, 2006; along with the introduction of an additional step after seven years of service at 2% above the previous step in 2004 and then 3% above the previous step in 2005.

The Union's proposal to add another step after ten years of service at 2% above the previous step in 2005 and then 3% above the previous step in 2006 will be submitted to interest arbitration.

FULL-TIME	12-31-2003	01-01-2004	01-01-2005	01-01-2006
Hire Rate	\$30,842.22	\$16.31	\$16.80	\$17.30
After 1 Year	\$32,230.12	\$17.04	\$17.55	\$18.08
After 2 Years	\$33,680.48	\$17.81	\$18.34	\$18.89
After 3 Years	\$35,196.10	\$18.61	\$19.17	\$19.75
After 4 Years	\$36,956.22	\$19.54	\$20.13	\$20.73
After 7 Years		\$19.93	\$20.73	\$21.35

Part-Time police officers shall be paid at the following rates effective in the contract years as specified below:

PART-TIME	12-31-2003	01-01-2004	01-01-2005	01-01-2006
	\$13.79	\$14.79	\$15.79	\$16.79

8.1.2 Longevity Stipends: After the fifth year of full-time service with the Town of Woodstock Police Department, each full-time police officer shall receive a longevity payment of four hundred and fifty dollars (\$450). After the sixth year of full-time service, and for every year of service thereafter, each full-time employee shall receive a payment that is two hundred and fifty dollars (\$250) greater than the longevity payment received in the previous year. Longevity stipends shall be issued in the first paycheck in December of each year. The hourly equivalent of the stipend (divided by 1948) plus the base wage shall be the basis of overtime pay calculation.

After 5 Years	\$450	After 11 Years	\$1950	After 17 Years	\$3450
After 6 Years	\$700	After 12 Years	\$2200	After 18 Years	\$3700
After 7 Years	\$950	After 13 Years	\$2450	After 19 Years	\$3950
After 8 Years	\$1200	After 14 Years	\$2700	After 20 Years	\$4200
After 9 Years	\$1450	After 15 Years	\$2950	After 21 Years	\$4450
After 10 Years	\$1700	After 16 Years	\$3200	Etc.	Etc.

8.1.3 Sergeant Differential: Members holding the rank of sergeant or provisional sergeant shall receive a differential that is six and one-half percent (6.5%) above the wage rate to which they would ordinarily be entitled as a police officer. The differential plus the base wage shall be the basis of overtime pay calculation.

8.1.4 Detective Differential: A member of the unit employed as a detective shall hold such assignment in the discretion of the Chief and shall be paid a differential of four percent (4%) above the wage rate to which they would ordinarily be entitled as a police officer. The differential plus the base wage shall be the basis of overtime pay calculation.

8.1.5 Detective Supervisor Differential: A member holding the position of Detective Supervisor will be paid \$0.26 per hour (\$500 divided by 1948) above the wage rate to which they would ordinarily be entitled as a detective.

8.1.6 Education Differential: Full-time members having an Associate degree shall receive a differential of one percent (1%) above the wage rate to which they would ordinarily be entitled. The differential plus the base wage shall be the basis of overtime pay calculation.

8.2 Premium Pay for Overtime

8.2.1 Authorization: An employee must receive prior approval from the Chief of Police before working beyond the employee's normal workday or workweek.

8.2.2 Overtime Rate: No officer shall be required to work any time in excess of the maximum hour limits set forth in the Fair Labor Standards Act without payment of overtime. Full-time members shall be entitled to time and one-half (1.5) their normal rate of pay for work performed in excess of their normally scheduled tours of duty or training. Part-time members shall be entitled to time and one-half (1.5) their normal rate of pay for work performed in excess of forty hours in the established seven day period.

8.2.3 Credit for Paid Leave: Personal leave, vacation leave, sick leave, holidays, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime. All military leave will not be included as time worked in the computation of overtime.

8.3 Compensatory Leave

8.3.1: Full-time officers will have the option of receiving “compensatory time” in lieu of paid overtime. In the event the member chooses to receive compensatory time, the member will be credited with the equivalent of one and one-half hours of compensatory leave time for each hour of authorized time worked in excess of their normally scheduled tour of duty or training. All compensatory leave time taken by a full-time member must be covered by a part-time member. No compensatory time will be covered by a full-time member at overtime pay rate. An employee who is eligible for compensator leave may accumulate up t a maximum of forty hours in compensator leave time, which can only be used in increments of eight hours and not exceeding forty hours at a time. In all cases, the use of compensator leave time must receive prior authorization from department supervisor and final approval from the Chief of Police.

8.4 Call-In Pay

8.4.1: The Employer will pay overtime to employees when called in on an overtime basis-with a minimum guarantee of four hours on anything other than local proceedings, and three hours for any local proceedings within the Town of Woodstock.

8.5 Pay Period

8.5.1 Payroll Period: The payroll period will begin on Saturday at 12:00:01 a.m. and end fourteen calendar days later on Friday at 11:59:59 p.m.

8.5.2 Pay Date: Paychecks will normally be issued on the Friday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the preceding Thursday.

9 PAID LEAVE

9.1 Holidays

9.1.1 Holiday Pay: Full-time police officers shall receive a days' pay for each of the eleven holidays listed below, whether worked or not, in addition to their regular pay.

New Years Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
June 17 th	Friday after Thanksgiving
Independence Day	Christmas Day

9.1.2 Payment Schedule: Holiday pay, as described in 9.1.1, shall be paid in the following manner: one-half (0.5) of the total annual amount due shall be paid by separate check in the first pay period in January, and the remaining amount due shall be paid by separate check in the last pay period in June.

9.1.3 Assigned to Work on a Holiday: Each full-time or part-time police officer who works on any of the above-listed holidays shall be paid at the rate of one and one-half (1.5) times the officer's regular rate of pay for the hours worked on such holiday, in addition to any other compensation for such holiday.

9.1.4 Overtime on a Holiday: In the event a full-time employee is required to work overtime on a holiday in excess of the employee's normally scheduled tours of duty, the employee will receive two and one-half times the employee's regular rate of pay for those extra hours actually worked.

9.2(a) Vacation Leave (hired on or after 1-1-04)

9.2(a).1 Allowance: Paid vacation time for full-time police officers covered by this Agreement who are hired on or after January 1, 2004 will be credited with paid vacation leave each pay period in accordance with the following schedule.

AFTER COMPLETION OF:	CREDITS PER PAYPERIOD
Upon hire through 4 th year	4.00 hours
After 4 years continuous service	5.54 hours
After 9 years continuous service	7.08 hours
After 14 years continuous service	7.38 hours

9.2(a).2 New Employees: A newly hired employee may not use vacation leave credits until completion of six months of continuous employment.

9.2(a).3 Accrual During Leaves of Absence: An employee will be credited with vacation leave credits while on a paid leave of absence or while on an unpaid leave of absence due to a Workers' Compensation claim, but not when on an unpaid leave of absence for any other reason.

9.2(a).4 Accumulation: An employee may accumulate vacation leave credits to a maximum of one hundred and sixty hours. Any vacation credits in excess of one hundred and sixty hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

9.2(b) Vacation Leave (hired before 1-1-04)

9.2(b).1 Allowance: Paid vacation time for full-time police officers covered by this Agreement shall be granted after the completion of each year of continuous service on the anniversary date of hire in accordance with the following schedule.

After one year, through the end of the fourth year: 104 hours.
Start of fifth year, through end of ninth year: 144 hours.
Start of tenth through end of fourteenth year: 184 hours.
After fifteenth year: 192 hours.

9.2(b).2 Date Credited: The anniversary of the employee's first date of employment shall be used in calculating the entitlement to vacations under this section. An employee will be credited on the first day of January of each year for the vacation leave earned in the previous year.

9.2(b).3 Unpaid Leaves of Absence: An employee will not accrue vacation while the employee is on an approved unpaid leave of absence in excess of thirty calendar days for a non-medical leave or in excess of twelve weeks for a medical or family leave or while the employee is in layoff status. The employee's allowance will be adjusted on a prorated basis for a period equivalent to the time of such leave. For example, an employee who is on an unpaid leave of absence for four months will receive 66.67 percent of the employee's vacation allowance on January 1st of the next year.

9.2(b).4 Carryover: All vacations shall be taken in the calendar year during which the employee becomes entitled thereto. Vacation days shall be carried over from one year to another if, due to inadequate staffing and/or manpower shortage or the pressure of work in the police department makes it impossible for the Chief to approve initial vacation requested by the employee in the beginning of the year. In such case(s), the unused vacation for that year, up to a maximum of eighty hours, shall be added to the vacation to which the employee is entitled during the following year or shall be paid for at the end of the calendar year in which it was supposed to have been taken (at the individual's sole option/discretion).

9.2(a/b).5 Scheduling: A vacation schedule shall be posted and employees will have preference of choosing vacations based upon seniority. Vacation selection and its approval are to be based on maintaining efficient operations, as per the Chief of Police and/or designee. Vacation schedules shall be posted by March 1st of each year. Any vacation credits that are not committed to the vacation schedule may be scheduled throughout the remainder of the year. The request must be submitted, in writing, to the employee's Department Head as far in advance as possible. The Department Head will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. Employees will be permitted to exchange vacation assignments with each other providing the Department is adequately staffed with personnel and upon the approval of the Chief of Police and/or designee. The smallest increment of vacation that can be taken is one day. An employee may take vacation leave only after it has been credited.

9.2(a/b).6 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive payment for unused vacation leave. In the event of an employee's death, the employee's beneficiaries shall receive the payment for unused vacation leave.

9.3 Sick Leave

9.3.1 Allowance: Each full-time member of the Town of Woodstock Police Department shall receive ninety-six hours (twelve eight-hour sick days) per year, per member.

9.3.2 Date Credited: An employee will be credited with 3.69 hours of sick leave each pay period.

9.3.3 Accrual During Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence or while on an unpaid leave of absence due to a Workers' Compensation claim, but not when on an unpaid leave of absence for any other reason.

9.3.4 Accumulation: Sick leave may be accumulated to a maximum of thirteen hundred and twenty hours (165 eight-hour days). Any sick leave credits in excess of thirteen hundred and twenty hours will be cancelled.

9.3.5 Use of Sick Leave: An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments that cannot be scheduled during non-work hours. It can only be used for illness of the member or the member's immediate family in this section defined as the member's parents, brother, sister, spouse, children, step-children, grandparent, mother-in-law, father-in-law, legal guardian, or person residing in the same household. Sick leave or accumulated sick leave cannot be used for vacation or for personal business. The smallest increment of sick day that can be taken is one-half (0.5) day. An employee may take paid sick leave only after it has been credited.

9.3.6 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Chief of Police, or designee, as soon as possible before the employee's scheduled reporting time.

9.3.7 Medical Verification: The Employer may require medical verification of an employee's absence if the Employer perceives the employee is abusing sick leave or has used an excessive amount of sick leave. The medical verification must state that there was a medical inability to perform the employee's regular work duties and that the employee is cleared to resume the employee's normal duties. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

9.3.8 Return to Work: An employee who is absent from work due to an illness or injury for more than three consecutive scheduled workdays may be required, before returning to work, to submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. In the event there are restrictions, the Chief of Police will determine whether the employee will be allowed to return to work.

9.3.9 Sick Leave Buyout: Full time employees who have accumulated over thirty-five days of sick leave may, at the employee's option, sell back to the Employer up to twelve sick days per year at fifty percent of their current daily rate of pay, provided that the sale of such sick leave does not reduce the employee's sick leave accumulation below thirty-five days. Payment for such excess sick leave shall be made in the first pay period in December.

9.3.10 Termination of Employment: Members with five or more years of full-time service in the Town of Woodstock Police Department who are laid off are entitled to a lump sum payment for unused sick days at the rate of:

1 - 15 days: 100% of their current salary
16 - 165 days: 50% of their current salary

Unit members who submit, in writing, an irrevocable resignation for the purpose of retirement at least two months prior to effective date of retirement shall receive compensation for unused sick leave at the following rate: 1 - 100 days in a lump sum reimbursement at current rate of salary.

An employee who otherwise resigns or is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

9.3.11 Sick Leave Bank: A full-time employee may enroll as a participant in the Town of Woodstock Employee's Sick Leave Bank program in accordance with the rules and regulations established by the Employer. Any disputes as to the rules, regulations, or administration of the Town of Woodstock Employees' Sick Leave Bank shall not be subject to the Grievance Procedure or collective bargaining but may be referred to the Sick Leave Bank Committee.

9.4 Personal Leave

9.4.1 Allowance: Four days per year, with pay, shall be granted to each full-time member of the bargaining unit for personal or family business purposes.

9.4.2 Date Credited: An employee will be credited with thirty-two hours of personal leave on the first day of January of each year for use during that year.

9.4.3 New Employees: An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on the first day of January for the personal leave credits for the subsequent year.

9.4.4 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be canceled. However, in the event an employee is unable to take personal leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

9.4.5 Scheduling: An employee must receive prior approval from the Chief of Police , or designee, to take personal leave. The request must be submitted, in writing, to the Chief of Police as far in advance as possible. The Chief of Police, or designee, will have total discretion in the approval of personal leave. Personal leave credits may be used in four-hour increments. An employee may take paid personal leave only after it has been credited.

9.4.6 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave credits.

9.5 Bereavement Leave

9.5.1 Immediate Family: All employees shall be entitled to three consecutive days absence from employment with pay for each death(s) commencing with the date of the death, not chargeable to sick leave, for a death in the immediate family defined in this section as: parents, grandparents, children, step-children, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

9.5.2 Extended Bereavement Leave: An employee may use accumulated vacation leave credits and/or personal leave credits to extend a bereavement leave. The Chief of Police will have total discretion in the approval of an employee's extended bereavement leave.

9.6 Jury Duty

9.6.1 Leave of Absence: Full-time employees called to perform their civic responsibility of jury duty are provided with full pay and benefits during the period of service. Jurors employed by a municipal government on a full-time basis do not receive a stipend for serving on a jury. They are entitled to receive a daily expense reimbursement from the court system. Part-time employees will not be paid by the Employer for jury service.

9.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Chief of Police.

9.6.3 Return to Duty: Employees released early from jury duty are expected to return to work if one or more hours remain in their workday. In these instances, employees are allotted time to return home and prepare themselves for work. The Employer understands the demands of jury service and wants to insure that the employee is able to perform such responsibility. However, it is important that the employee not take advantage of this situation and show consideration for fellow employees by completing work responsibilities to the fullest extent possible.

9.7 Military Leave

9.7.1 Leave of Absence: The Employer complies with all government regulations concerning employees who enlist in the military or who are called for active duty. The Employer recognizes the importance of the Military Reserve and National Guard duty and will permit full-time employees the use of military leave for active duty for up to twenty-one working days or thirty calendar days in a calendar year. The Employer will grant such leave with pay as long as the employee returns to the Town of Woodstock the stipend earned for serving. If the employee receives a stipend that is greater than the amount of pay earned by the Employer, the employee will not receive the normal pay from the Employer. Military leave beyond the twenty-one working days or thirty calendar days in a calendar year will be without pay. Accumulated-vacation time can be used for any or all of the military leave granted.

9.7.2 Notification: A copy of the orders sent by the military unit must be immediately provided to the Chief of Police when it is received by the employee.

9.8 Part-Time Officers

9.8.1 Payment in Lieu of Leave Benefits: In lieu of sick leave, personal leave, holiday stipends and vacation, part-time officers shall receive monetary compensation if they work two hundred or more hours in the calendar year. This shall be paid in the last pay period in December of each year at the following rate:

After two hundred hours of work: sixteen hour's pay

For each additional eight hours of work: one hour's pay

10 UNPAID LEAVE

10.1 Extended Leave

10.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence, other than under the Town's Family and Medical Leave policy, may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

10.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Chief of Police at least thirty calendar days prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

10.1.3 Conditions of Leave: The Town Board will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Town Board, in its discretion, deems appropriate.

10.1.4 Continuation of Benefits: An employee on an approved unpaid leave of absence may continue to be eligible for medical insurance coverage provided the employee makes full premium payments. Disability benefits and accruals for leave benefits shall be suspended.

10.1.5 Return to Work: An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the Chief of Police. If the employee's previous job cannot be vacated upon return, the employee will be given the first open position within the bargaining unit in an equal or lower grade, provided the employee is qualified to perform the job duties.

An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

10.1.6 Change in Status: If the reason for the unpaid leave of absence changes, the employee must reapply or return to work.

11 INSURANCE

11.1 Medical & Hospital Insurance

11.1.1 Coverage: The Employer will maintain health insurance and hospitalization coverage for all eligible full-time employees and the employee's eligible family. Coverage will begin on the first of the month following one month of continuous employment, provided the employee meets all eligibility requirements of the insurance plan and has completed the insurance application prior to the first day of employment. In no event shall the Employer be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense which is not covered or reimbursed by the medical insurance plan.

11.1.2 Change in Insurance Plans: The Employer may change the insurance carrier and/or offer alternative plans in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

11.1.3 Review of Proposed Change: In the event the Employer decides to offer an alternative plan in place of the current plan, the Employer will meet with representatives of the Union to review the benefit structure of the alternative plan. Such meeting shall be held within fourteen calendar days of the Employer providing the Union with a notice of its intent to offer an alternative plan.

11.1.4 Resolution of Disputes Arising under this Section: In the event the Union does not agree to the change in plans, the matter shall be submitted to an arbitrator selected from an established panel of three arbitrators who are familiar with medical insurance benefits. Said panel shall be established by mutual agreement between the Employer and the Union and, thereafter, published in a memorandum of agreement. Selection shall be made by the Town Supervisor who shall contact each of the three arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date. The Employer and the Union shall share the fees of the arbitrator equally. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. The scope of the arbitration is limited to the provisions of Section 11.1.2 and the arbitrator functioning under these procedures shall not have any power to amend, modify or delete any other provision of this collective bargaining agreement.

11.1.5 Premium Payment: The Employer shall pay eighty-five percent (85%) of the cost of “two-person” or “family” coverage for eligible employees with eligible dependents and one hundred percent (100%) of the cost for single coverage for eligible employees without dependents. The employee’s contribution toward the cost of the premium (if any) will be deducted from the employee’s regular paycheck.

11.2 Flexible Spending Account

11.2.1 Summary: The Employer will make available a Pre Tax Contribution Plan in accordance with Section 125 of the Internal Revenue Service Code to each full-time employee, provided the employee meets all eligibility requirements for medical insurance. The Employer will pay the administrative costs of the program.

11.3 Medical Insurance Buy-Out

11.3.1 Eligibility: An employee who is eligible for medical insurance coverage made available through the Employer may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Employer and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Employer.

11.3.2 Amount of Buy-Out: An employee who is eligible for individual or family coverage will receive an amount equivalent to fifty percent of the Employer’s annual premium contribution for individual, “two-person” or family coverage.

11.3.3 Method of Payment: The total buy-out amount shall be divided into equal amounts payable at each pay period.

11.3.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Employer. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all the eligibility requirements of the insurance plan.

11.4 Workers' Compensation Insurance

11.4.1 Coverage: In accordance with New York State law, the Employer will make available a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

11.4.2 Plan: The Employer may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

11.4.3 Reporting of Injury: An employee should report an injury to the Chief of Police, or designee, within twenty-four hours of the occurrence, or as soon thereafter as possible, in order to ensure prompt coverage of the claim.

11.4.4 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be made whole for that portion of sick leave covered by insurance. An employee may not use vacation leave or personal leave credits to supplement Workers' Compensation.

11.4.5 Continuation of Medical Insurance: An employee who is receiving Workers' Compensation payments for lost time AND is drawing on accrued sick leave credits, will continue to receive medical insurance benefits and the Employer will continue to make its contributions provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

11.5 Short-Term Disability Insurance

11.5.1 Coverage: The Employer will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

11.5.2 Plan: The Employer may, at its discretion, change carriers and/or offer an alternative short-term disability plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

11.5.3 Premium Payment: The Employer will pay the full premium for short-term disability insurance for each eligible employee.

11.5.4 Reporting of Injury: An employee must submit a written report of the injury to the Chief of Police, or designee, on the proper form within twenty-four hours of the occurrence, or as soon thereafter as possible.

11.5.5 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be made whole for that portion of sick leave covered by insurance. An employee may not use vacation leave or personal leave credits to supplement short-term disability.

11.5.6 Continuation of Medical Insurance: An employee who is receiving short-term disability payments provided under this Article AND is drawing on accrued sick leave credits, will continue to receive medical insurance benefits and the Employer will continue to make its contributions provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

11.6 207c of General Municipal Law

11.6.1 Benefit Eligibility:

During the first year (365 days) of absence pursuant to General Municipal Law 207-C the unit member will receive the following benefits:

Uniform Allowance (Section 13.1)

Paid holidays (Section 9.1)

Vacation accruals (Section 9.2)

Annual wages and longevity (Sections 8.1.1 and 8.1.2)

Medical/hospitalization (Section 11.1) - the coverage that the unit member had (family or individual) as of the date the 207-C leave commenced shall be continued on the same terms as it is provided to active unit members.

If an absence pursuant to General Municipal Law Section 207-C extends beyond the first year the unit member will receive the following benefits:

Annual wages and longevity (Sections 8.1.1 and 8.1.2)

Medical/hospitalization (Section 11.1) - the coverage that the unit member had (family or individual) as of the date the 207-C leave commenced shall be continued on the same terms as it is provided to active unit members.

11.6.2 Application for Benefits:

No application for disability benefits shall be considered unless a written incident report has been filed with the Chief of Police, or designee, within ten calendar days of the incident which gave rise to the disability. The application for disability benefits may be made by the applicant or by some person acting on behalf of and authorized by the applicant. The failure to submit an incident report within ten-day limit shall be excused by the Chief of Police for good cause, including instances where the alleged disability prevented the applicant from filing the report.

The application for benefits will be made on a form provided by the Department and must be submitted to the Chief's office within ten calendar days of the incident which gave rise to the claimed disability or the date when the disability became known to the applicant. The application must set forth fully:

The time and place where such injury occurred;

A detailed statement of the facts and circumstances which led to the claimed disability;

The nature and extent of the applicant's injury including reports and/or authorizations for the reports from all doctors and other medical personnel by whom the officer was examined or treated;

The alleged incapacity suffered by the officer;

The names of any witnesses to the incident which gave rise to the claimed disability.

The Chief of Police, or designee, shall have the authority to determine all applications for benefits. The Chief of Police, or designee, shall review each application and have full authority to:

Require the applicant to submit to medical tests and examinations;

Require sworn statements from the applicant and all witnesses;

Require the production of all books, records and reports pertaining to the injury from which the applicant or any physician or medical personnel of other individual having custody of said records.

The full cost associated with any medical tests or examination or the production of any books, records and reports ordered hereunder by the Chief of Police shall be borne by the Employer.

Pending the Chief's determination of an application for benefits, an applicant who is unable to report to work shall be paid all wages and benefits pursuant to GML Section 207-C of New York State.

11.6.3 Determinations:

A determination shall be made by the Chief of Police within thirty calendar days of the receipt of the application. The failure of the Chief to make such determination within thirty calendar days shall entitle the officer to review the determination under section 11.6.5 below.

11.6.4 Subsequent Medical Examinations:

An officer receiving GML 207-C benefits will submit to such medical examinations to determine fitness for duty as are required by the Chief of Police and the full cost of any such required medical examinations will be borne by the Employer. These examinations shall be limited to one every three months. An officer may, however, seek review of the determination of fitness for duty as provided below.

11.6.5 Review of Determinations:

An officer who has been denied disability benefits upon proper application, or is determined to be no longer entitled to such benefits, or has been determined to be fit to return to full duty status, may request a hearing within ten calendar days of the receipt of the Chief's determination. The request must be submitted, in writing, to the Town Supervisor.

Selection of the hearing officer shall be made in accordance with Section 14.1.6 of this collective bargaining agreement.

The hearing officer will have full authority to require testimony under oath, order the production of documents and prepare a complete record of the proceedings. The officer appealing the determination may be represented by counsel or a union representative. The appealing officer, and/or representatives, may cross examine witnesses and introduce witnesses and evidence in support of the officer's position. Formal rules of evidence will not be applicable at any hearing.

The arbitrator will prepare findings and recommendations which shall be submitted to the Town Board, with a copy of such findings and recommendations provided at the same time to the appealing officer. The arbitrator's report shall be final and binding.

The Town shall pay the full cost of these proceedings.

11.6.6 Change in Status:

Officers receiving GML 207-C benefits will take all reasonable steps to return to work as soon as they are able to do so.

An officer determined to be entitled to disability benefits will advise the Chief of Police in writing of any change in status, e.g., any improvement in physical or mental condition during disability. Such reports must be filed any time there is a change in status. The report will state:

The status of the injury;

The name of any doctor or other medical personnel who examined or treated the officer during that period;

The treatment prescribed;

The estimated length of the recovery period;

11.7 Line-of-Duty Death Benefits

11.7.1 Summary: If an officer is killed in the line of duty, the Employer will provide lifetime health and hospitalization insurance without cost to the spouse of that officer. The Employer will also provide health and hospitalization insurance, without cost, to the employee's children or legally adopted step-children until their 18th birthday or if they are a full-time student, until their 21st birthday.

12 RETIREMENT BENEFITS

12.1 State Retirement System

12.1.1: All members of this bargaining unit shall be covered by Section 384-d of the Retirement and Social Security Law (20 years - One-Half Pay) or any subsequent amendment thereto under the New York State Policemens' and Firemens' Retirement System. The cost of the aforesaid retirement plan shall be fully funded by the Town of Woodstock.

12.2 Medical Insurance for Retired Employees

12.2.1 Medical Insurance Coverage and Premium Payment: Employees shall have the option to carry the Employer's health insurance coverage into retirement and the Employer will contribute the same cost for the retiree's coverage as is contributed for active bargaining unit employees selecting the same plan.

12.2.2 Insurance Plan: The Employer will make available the same medical insurance plans offered to then current employees. Coverage under a medical insurance plan made available through the Employer will continue until the retiree or eligible family member, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and eligible family members may be required to change medical insurance plans in order to maintain supplemental coverage.

13 GENERAL PROVISIONS

13.1 Uniforms

13.1.1 Initial Supplies: The Employer shall supply, at no cost to the police officer (full and part-time), all initial uniforms and all equipment as applicable to the job, including bulletproof vests. Bulletproof vests shall be replaced at Employer expense, exclusive of the individual officer's uniform allowance, every five years or sooner if the vest's safety is questionable.

13.1.2 Replacement Allowance (Full-time): Each full-time police officer shall receive a uniform replacement allowance of six hundred dollars (\$600.00) per year. Such allowance shall be paid as follows: one payment of \$300.00 in the first pay period in January and one payment of \$300.00 in the last pay period in June.

13.1.3 Replacement Allowance (Part-time): Each part-time police officer shall receive a uniform replacement allowance of four hundred dollars (\$400.00) per year, to be paid in the last pay period in December provided that the officer has worked at least 200 hours during the calendar year.

13.2 Indemnification and False Arrest

13.2.1 Summary: The Employer shall assume all risks incidental to the operation of the Department and will indemnify any of its employees against damages and legal defense costs for all claims or actions arising from any accident, injury or damage whatsoever to any persons or property arising in the lawful discharge of duties within the scope of employment and such claims or actions brought thereon.

13.2 CPR Certification

13.2.1 Fees: All police officers shall be required to obtain CPR certification. The Employer shall pay licensing fees for certification and re-certification.

13.4 Education Expenses

13.4.1 Reimbursement: The Employer shall reimburse each employee up to one thousand dollars (\$1,000) per year for the cost of tuition, books and other necessary materials for college courses successfully completed during that year with a grade of "C" or better.

13.5 Reimbursements

13.5.1 Damage to Bodily Appliances: The Employer shall reimburse the Town of Woodstock Police Department members for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appliances not covered by Workers' Compensation and/or General Municipal Law 207-C which are destroyed or damaged as a result of police activity when the Town of Woodstock Police are on duty status and acting within the scope of employment.

13.5.2 Damage to Uniforms: The Employer will also reimburse members of the Woodstock Police Department for damaged or destroyed in the line of duty. Determination of the extent of repairs and/or reasonable cost of repair or replacement of uniforms, clothing or other personal property replacements to be covered will be made by the Chief of Police and approved by the Town Board and/or Supervisor.

13.5.3 Mileage Allowance: Employees who are authorized to use their own vehicle to conduct Town business shall be reimbursed a mileage rate established by the Town Board.

13.5.4 Travel Expenses: Pre-authorized expenses will be reimbursed upon submission of proper documentation forms and corresponding receipts. These expenses include, but are not limited to, meals, lodging, parking, mileage and tolls.

13.6 Other Employment

13.6.1 Outside Employment: Employees will be entitled to accept outside employment provided such employment does not interfere with or have a conflict of interest, in the performance of their duties with the Department. Town police identifying uniforms, badges, equipment and firearms shall not be worn.

13.6.2 Unauthorized Work: An officer may not perform work for any other entity while the officer is working a scheduled shift for the Town of Woodstock.

13.7 Resignation

13.7.1 Notice of Resignation: An employee who intends to resign from employment must submit a written resignation to the Chief of Police at least fourteen calendar days before the date of resignation is to be effective.

13.7.2 Reimbursement for Training, Uniforms and Equipment: In the event that a patrolman voluntarily terminates employment with the Woodstock Police Department within a period of two years from the date of hire, the officer shall reimburse the Employer for any and all expenses incurred by the Employer for any mandated training provided by the Employer, and reimburse the Employer for any and all expenses incurred by the Employer for the purchase and issuance of uniforms and equipment.

13.7.3 Recovery of Expenses: If such repayment is not voluntarily made before the issuance of the unit member's final paycheck, the Employer may unilaterally recoup such expenses from any monetary payment due and owing the member and sue for any remaining amount.

13.8 Safety

13.8.1 Defective Equipment: The Employer shall not require any employee to, nor shall any employee, take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement wherein employees refuse to operate such equipment, unless such refusal is unjustified.

13.8.2 Employee Responsibility: Employees shall immediately, or at the end of their shifts, report any and all defects of equipment. The employee(s) shall not be asked or required to take out equipment that has been reported by any other employee as being unsafe unless such equipment has been inspected by a mechanic and the defect repaired or declared not to exist by a mechanic. An employee is responsible for cooperating with all aspects for the safety and health program, including compliance with all rules and regulations for continuously practicing safety while performing work duties. An employee is responsible for reporting to the Chief of Police any unsafe conditions or equipment and any job related accident, injury, or illness.

13.8.3 Replacement of Vehicles: The Employer hereby agrees as near as possible to replace its vehicles on a regular schedule based on safety conditions of each vehicle. The Employer agrees to make a good faith effort to replace the marked patrol vehicles as needed, generally one car per year and the four-wheel drive vehicle every five years.

14 DUE PROCESS PROCEDURES

14.1 Grievance Procedure

14.1.1 Definition: For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

14.1.2 Step One - Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates.

The grievance must be submitted, in writing, to the Chief of Police within thirty calendar days from knowledge of the alleged grievance, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Chief of Police shall meet with the designated Union Steward and the aggrieved employee(s). Within seven calendar days after the meeting, the Department Head shall issue a written response to the grievance, which shall be given to the designated Union Steward.

14.1.3 Step Two – Appeal to Town Supervisor: In the event the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within fourteen calendar days after receiving the appeal, the Town Supervisor shall meet with the designated representative of the Union. Within seven calendar days after the meeting, the Town Supervisor shall issue a written response to the grievance, which shall be given to the designated representative of the Union and the employee(s).

14.1.4 Step Three – Appeal to Town Board: In the event the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to the Town Clerk. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step Two response, or when the Step Two response should have been received.

Within fourteen calendar days after receiving the appeal, the Town Board shall meet with the designated representative of the Union. Within seven calendar days after the meeting, the Town Board shall issue a written response to the grievance, which shall be given to the designated representative of the Union.

14.1.5 Step Four - Binding Arbitration: In the event the Union is not satisfied with the response to the grievance at Step Three, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor within fourteen calendar days of receiving the response from the Step Three response or when the Step Three response should have been received.

14.1.6 Selection of Arbitrator: Selection of the arbitrator shall be made from an established panel of five arbitrators. The panel of arbitrators shall be established by mutual agreement between the Employer and the Union and published in a memorandum of agreement. The Town Supervisor shall contact each of the five arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date.

14.1.7 Conduct of Arbitration: All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement.

14.1.8 Costs of Arbitration: The Employer and the Union shall share the cost of the arbitrator equally.

14.2 Disciplinary Procedure

14.2.1 Discipline for Just Cause: The Employer shall not subject an employee who has completed probation, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

14.2.2 Rights to Union Representation: An employee who is called for purposes of investigating a matter that could lead directly to discipline, may, if the employee so chooses, request the presence of a Union representative during the interrogation. The Chief of Police, or whoever is conducting the investigation, shall notify the employee of the employee's right to have a Union representative present at the meeting.

14.2.3 Notice of Discipline: The Employer shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the designated Union Steward.

14.2.4 Disciplinary Hearing: In the event the Union disagrees with the disciplinary action, the Union may appeal the matter to the Town Supervisor. The appeal must be submitted, in writing, within seven calendar days from receiving the Notice of Discipline.

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

14.2.5 Appeal of Disciplinary Action: In the event the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor within seven calendar days of receiving the response from the Town Supervisor or when the response should have been received.

14.2.6 Selection of Arbitrator: Selection of the arbitrator shall be made in accordance with 14.1.6, above.

14.2.7 Conduct of Arbitration: All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law.

14.2.8 Costs of Arbitration: The Employer and the Union shall share the cost of the arbitrator equally.

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

15 APPLICATION OF AGREEMENT

15.1 Duration of Agreement

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

15.2 Declaration of No Strike Policy

15.2.1: In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, the Union and employees do hereby affirm a policy that it does not assert the right to strike against the Employer, nor will it assist in, or participate in any strike by the employees to conduct, assist or participate in a strike.

15.3 Savings Clause

15.3.1 Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

15.3.2 Upon the issuance of such decision, the Employer and the union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

15.4 Legislative Action

15.4.1: 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

15.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on May __, 2004.

Town of Woodstock

United Federation of Police Officers, Inc.

Jeremy Wilber
Town Supervisor

Ralph Purdy, President
United Federation of Police Officers, Inc.

Gordon Wemp
Town Board Member

Gregory VanDeBogart, Local 439

Michael A. Richardson
Labor Relations Consultant

Kevin Lane, Local 439