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POL / 6956

**Agreement between
The City of Watervliet, New York
and**

The Watervliet Police Benevolent Association

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

MAY 05 2011

ADMINISTRATION

January 1, 2009 through December 31, 2013

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This Agreement made on the ___ day of March, 2010, between the CITY OF WATERVLIET, NEW YORK, hereinafter referred to as the "CITY" and the WATERVLIET POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

WITNESSETH:

WHEREAS, the parties desire to maintain harmonious relations and to work together for the improvement of the public safety and further desire to establish wage scales, standards and conditions of employment, and to provide for collective bargaining, all in accordance with the Public Employees' Fair Employment Act of 1967 and as thereafter amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the CITY and the ASSOCIATION, acting through their duly authorized representatives, hereby agree that the following terms and provisions shall govern and be in force and effect during and throughout the period from January 1, 2009 through December 31, 2013.

ARTICLE I - PURPOSE AND INTENT

1. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the CITY OF WATERVLIET in its capacity as an employer, the POLICE DEPARTMENT EMPLOYEES AND ASSOCIATION, and the PEOPLE OF THE CITY OF WATERVLIET, in accord with the intent of the Public Employees Fair Employment Act of 1967, as amended.

The parties recognize that the interest of the community and the job security for the employees depend on the CITY'S success in establishing proper services to the community. To these ends, the CITY and the ASSOCIATION encourage to the fullest degree friendly and cooperative relations at all levels and among all Police Department employees.

RECOGNITION AND RIGHTS

2. The CITY recognizes the ASSOCIATION as the exclusive collective negotiating agent for all members of the Police Department of the City of Watervliet, New York. See Sections 204 (1) of the Public Employees Fair Employment Law (Taylor Law).

The CITY does extend to the ASSOCIATION representing such unit of employees the following rights:

- (a) To represent the employees in negotiations and in the settlement of grievances (Section 203 and 208[A]);
- (b) To membership dues deduction, upon presentation of dues deduction authorization forms signed by the individual employees (Section 208[B]);
- (c) To unchallenged representation status (Section 208[2]).

3. The CITY recognizes the obligation of employees who are, or hereafter become, members of the bargaining unit to pay dues to said ASSOCIATION, and the CITY agrees to deduct such dues from the wages of all ASSOCIATION members who appear on the payroll of the CITY and to forward such dues, together with a list of such employees for whom such deductions are made, to the ASSOCIATION Treasurer. The CITY is liable to deduct, forward and report such deductions only for those employees represented by the ASSOCIATION, who have filed written authorization therefor with the CITY.

ARTICLE II - SALARY AND OTHER ECONOMIC BENEFITS

1. SALARY STRUCTURE

	Effective 1/1/2009	Effective 1/1/2010	Effective 1/1/2011 (3%)	Effective 1/1/2012 (3%)	Effective 1/1/2013 (3%)
Beginning Patrolman	\$36,179.79	\$36,179.79	\$37,265.18	\$38,383.14	\$39,534.63
1 year-less than 2 years	\$49,242.34	\$49,242.34	\$50,719.61	\$52,241.20	\$53,808.43
2 years-less than 4 years	\$51,620.44	\$51,620.44	\$53,169.05	\$54,764.12	\$56,407.05
4 years-less than 6 years	\$53,986.05	\$53,986.05	\$55,605.63	\$57,273.80	\$58,992.01
6 years and over	\$56,353.94	\$56,353.94	\$58,044.56	\$59,785.89	\$61,579.47
Sergeants	\$61,878.61	\$61,878.61	\$63,734.97	\$65,647.02	\$67,616.43
Lieutenant	\$65,121.80	\$65,121.80	\$67,075.45	\$69,087.72	\$71,160.35

2. In a case where a member resigns, but is reinstated pursuant to the Civil Service Law within one (1) year of his resignation, time served prior to his resignation shall be considered in computing his term of service. Period of resignation shall not be considered in computing term of service.

3. **LONGEVITY** – Effective January 1, 2009, each member shall receive, in addition to the base salary, \$443.96 commencing upon the member's fifth (5th) anniversary date with an additional \$150.00 for each year of service thereafter so that on the sixth (6th) anniversary, the member receives \$593.96; on the seventh (7th) anniversary, \$743.96; on the eighth (8th) anniversary, \$893.96, etc.

4. **SHIFT DIFFERENTIAL** - In addition to the foregoing, and based thereon, employees whose regular tour of duty commences at 4:00 P.M. and terminates at 12:00 Midnight, will be paid an additional 3.1 percent of the base pay for said employee as shift differential; and, an employee whose regular tour of duty commences at 12:00 Midnight and terminates at 8:00 A.M. will be paid an additional 3.9 percent of the base pay for said employee as Shift Differential.

Any employee whose regular assignment may require him to work between 4:00 P.M. and 8:00 A.M., although not necessarily on the tours above specified, shall receive a shift differential based upon an adjustment of the above amounts.

Investigators are not eligible for this benefit unless assigned by the Chief of Police to Squad 1 or Squad 3.

5. **OVERTIME PAY** - All members will be entitled to overtime pay at the rate of time and one-half for all hours worked in excess of forty (40) hours in any five day work week, including, but not limited to, time spent in required appearances before Criminal Courts, Grand Juries and administrative agencies.

A minimum payment of two (2) hours overtime will be made where a Police Officer is required to appear in court, in connection with his official duties.

On each recall over the normal work week, a minimum of four (4) hours overtime pay will be guaranteed providing the recall is at the request of a superior officer.

For the purpose of this article, a recall occurs when an employee who has been relieved from duty and is on "off day" status, for any reason, is recalled to duty.

6. **COMPENSATORY TIME** - Employees will have the option of choosing compensation for overtime hours worked either as payment at time-and-a-half of their hourly rate or as compensatory time at time-and-a-half of the hours worked.

Compensatory Time shall be administered by the Chief of Police or his designee and a record of accrual and use of Compensatory Time shall be maintained.

The employee shall notify the CITY in writing at the time the Compensatory Time is earned, that said overtime is to be added to his Compensatory Time accruals.

Use of Compensatory Time will be determined by the Chief of Police, or his designee, and will be integrated into the existing Leave Time Program; except that Compensatory Time may be granted without advanced notification.

Use of Compensatory Time accruals will be made utilizing Comp Time from the least recent accruals to the most recent accruals.

The maximum amount of Accrued Compensatory Time allowed is 240 hours.

On or before November 1st of each year, an employee may request, in writing, payment for Compensatory Time accruals. Payment will be made on the second pay date in December at the rate at which it was earned. A maximum of eighty (80) hours will be paid.

Use of Compensatory Time shall be in minimum units of one (1) hour.

Approved Compensatory Time is final.

Upon the termination, retirement or death of any employee, the balance of accrued Compensatory Time will be paid by the CITY at the hourly rate at which it was earned.

7. **HOLIDAYS** - Members of the bargaining unit shall be entitled to Compensatory Time off for each of the following Holidays, whether worked or not:

- | | |
|---------------------------|---|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. Lincoln's Birthday | 9. Election Day |
| 4. Washington's Birthday | 10. Thanksgiving Day |
| 5. Easter Sunday | 11. Christmas Day |
| 6. Independence Day | 12. Floating Day |
| | 13. Member's Birthday (effective
January 1, 2010)* |

At the option of the individual member, the monetary value of accrued, but unused compensatory holiday time off, shall be paid in a lump sum on the first pay period in December.

Holidays are earned on the first day of each month on an annual basis. Non-veterans - 13 days / veterans - 15 days. To grant a holiday off requires one (1) week notice on a request form and forwarded to the Police Chiefs office for approval. If the Holiday request does not cause overtime, then the Holiday may be requested up to 24 hours prior to the day off. If an emergency exists, the Supervisor on any shift will be allowed to grant a Holiday off if; first, the individual has no Personal Leave time left; and secondly, he does have accumulated Holiday time off available. Advance notice is required during October for Holidays to be used in November and December.

Accumulation of up to five (5) Holidays is allowed to be used in a lump sum, provided no overtime expense results. Approved Holiday Leave is final. At retirement the holiday is the actual day of observance.

8. **VETERANS DAY** -Compensatory time off for Veterans Day and Memorial Day shall be given only to members of the bargaining unit who are veterans, as defined by the Laws of the State of New York, and such time off shall be governed by the appropriate provisions of the Laws of the State of New York. At the option of the individual member, the monetary value of accrued but unused compensatory holiday time off, shall be paid in a lump sum on the first pay day in December.

9(A). **SICK LEAVE** Sick Leave shall be given to members of the bargaining unit in accordance with the provisions of heretofore adopted Local Law No. 1 - 1972 of the CITY, a copy of which is attached hereto as **Appendix 1**. A member who retires after accumulating the necessary time in service for normal retirement or by reason of disability shall receive payment for accumulated unused Sick Leave, if any, based upon his salary or rate of pay as of the effective date of his retirement, pursuant to said Local Law No. 1 - 1972.

9(B). **SICK TIME CONTROL** - Effective January 1, 2010, a member may incur five (5) occurrences of sick leave in conjunction with regular scheduled days off. Upon the sixth (6th) occurrence, if the Chief of Police perceives sick leave abuse, he may direct that the member forfeit a holiday for any and/or all such occurrences above five (5). An occurrence shall be

* In the event of a February 29th birthday, the member may designate another day.

defined as an absence without return to duty. Thus, a member who is sick for ten (10) consecutive days and which will include both sides of two sets of regular days off will be charged with only one occurrence.

10. **ACCRUED SICK LEAVE USE FOR FAMILY ILLNESS** - Use of accrued Sick Leave is permitted when a family member of an officer is incapacitated due to illness or disability and the officer is needed to provide care for that family member. A family member is defined as a parent, spouse, child, or other family member residing in the officer's household. Family leave is permitted up to twelve day (12) of accrued time per year. The Chief of Police will administer Family Leave and each calendar year shall provide to the PBA a summary of Family Leave use by each officer.

11. **MONETARY VALUE PAID TO BENEFICIARY** - Pursuant to Local Law No. 1 - 1972, in the event a member of the bargaining unit dies while in the employment of the CITY, the monetary value of accrued but unused Holiday Time off and Vacation Time off shall be paid to he beneficiary designated by the employee for retirement purposes.

12. **OUT-OF-TITLE PAY** - Any member assigned by competent authority to perform duties "out-of-title" in a rank higher than his permanent rank shall be compensated therefor, quarterly, on a per diem basis, based on a forty (40) hour week, which shall reflect the differential between his regular pay and the pay which would be received in a higher job title.

13. **BEREAVEMENT PAY** - Members of the bargaining unit shall be entitled to four (4) consecutive calendar days off, without loss of pay, due to the death of a member's immediate family, commencing with the day of death. An officer scheduled to the midnight shift shall not be required to report to work the shift immediately following the funeral. For the purposes of this Agreement, a member's immediate family shall include: spouse; natural, foster or step-parent; natural foster or step-child; brother or sister; father-in-law or mother-in-law; or any blood relative residing in the member's household.

One working day, which shall be the day of the funeral, or in the case of the afternoon platoon, the officer shall have the option of the day of the wake or funeral, shall be granted to each member of the bargaining unit for the death of a brother-in-law, sister-in-law, or blood relative other than specified above. Payment of said Bereavement Leave is granted only if such Bereavement Leave falls on scheduled work days up to and not to exceed four (4) days to the date of interment.

14. **PERSONAL LEAVE** - Members of the bargaining unit shall be entitled to an additional four (4) calendar days off, with pay, for Personal Leave in each year of this Agreement.

Personal Leave shall be prorated the first and last year of employment. Personal Leave shall be rounded upward.

Personal Leave days may not be accumulated from year to year and shall not be included in the monetary payment for unused holiday time off or vacation time off.

14A. **PERSONAL LEAVE** shall be granted without requiring a reason therefor. Said leave shall be approved by the Supervisor on duty. A Police Officer who knows he will require

Personal Leave at some future date should give the Supervisor the earliest possible notice of his intention. Supervisors who desire Personal Leave will notify the Police Chief. In an emergency, the Supervisor may notify the Duty Sergeant, who, in turn, will notify the Police Chief to request instructions for obtaining a replacement supervisor.

Administration of contract provisions pertaining to Vacation Leave, Personal Leave and Holiday Leave. All leave requires a written request and written approval, except Personal Leave.

14B. VACATION LEAVE

VACATIONS - Each member of the bargaining unit who shall have completed one (1) year of satisfactory service shall be entitled to receive ten (10) working days vacation a year with pay. Further, each member who shall have completed two (2) years of satisfactory service shall be entitled to an additional five (5) working days vacation with pay for a total of fifteen (15) working days paid vacation. Each member who shall have completed eleven (11) years of satisfactory service shall be entitled to an additional five (5) working days vacation with pay for a total of twenty (20) working days paid vacation. On the 15th year anniversary, one day of vacation per year shall be granted to a maximum of 25 working days.

It is agreed that the period from January 1 to December 31 in each year shall constitute the vacation period.

VACATION PRIORITY - A separate list will be drawn for Supervisors by rank and seniority on their respective shifts. A separate list will be drawn by Patrolmen in order of seniority on their respective shifts. Selection of a minimum of two (2) weeks Vacation will be forwarded to the administrative office by each member of January 31st. If any individual refuses or neglects to pick, he will be assigned a two (2) week period.

No two Supervisors will be allotted the same vacation period on the same shift. No two Patrolmen will be allotted the same vacation period on the same shift.

PRIME VACATION TIME will commence on the Sunday within the Memorial Day weekend through Labor Day weekend Saturday in September. No more than three (3) weeks will be allowed per man during prime time.

If an individual selects less than his maximum annual allotted vacation time above the minimum two (2) weeks on the first pick, picks thereafter will be entertained at random by any member, and not necessarily by seniority. No Vacation Leave will be allowed during P.B.A. convention week.

VACATION PICK OUTSIDE PRIME TIME - An individual will be allowed to select Vacation Leave in multiples of one-half to five days with twenty-four (24) hour advance notice.

EMERGENCY USE OF VACATION TIME - If any emergency exists, an individual shall call in as soon as possible and request a vacation leave day through any Shift Supervisor regardless of overtime consequences. However, if the individual had Personal Leave available, the individual would be required to use it in lieu of a Vacation Leave day.

CARRYOVER OF VACATION TIME - An individual Officer is limited to one (1) week carryover. Carryover occurs on the anniversary date of employment and is the numerical difference between Vacation Leave time earned and Vacation Time used between anniversary dates of employment. A specific exemption to the above applies to the first, second, twelfth and fifteenth through nineteenth anniversaries of employment. On these three dates, a systematic carryover will occur because of changes in rates of Vacation Time accruals in the second and twelfth year, and because no vacation is permitted during the first year of employment.

Usage of carryover time must be requested and approved. The usage of carryover time must be requested in writing and is subject to approval by the Police Chief.

Possible advance of Vacation Leave of a maximum of two (2) weeks after prime time could be taken for good reason, if approved by the Police Chief and the General Manager. If previously assigned Vacation time becomes available through promotion, retirement, etc., that time may be requested by any individual who has an uncommitted period of at least a week. Seniority within an affected shift applies.

15. POLICE COLLEGE INCENTIVE PROGRAM - Whereas the City of Watervliet is desirous of fostering and encouraging the professionalization of its law enforcement component, and recognizing the value of education of Police Officers and Patrolmen beyond basic police requirements, and the need to provide an incentive for Police Officers and Patrolmen to encourage them to strive to attain and Associate Applied Science Degree and/or a Baccalaureate Degree, the City agrees to continue in the Watervliet Police Department a "Police College Incentive Program" during the term of this Agreement which said program shall be as follows:

A. This "Police College Incentive Program" shall pay an additional \$5.00 per year for each credit hour earned to any Police Officer or Patrolman who attends an accredited college or institution for the purpose of attaining an Associate Applied Science Degree requiring sixty (60) credits up to a maximum of \$600.00 per year and/or a BS/BA Degree requiring one hundred twenty (120) credits up to a maximum of \$1,200.00 per year.

Additionally, upon receiving an Associate Applied Science Degree or a BS/BA Degree in conformance with the provisions of Paragraph #15 of Article II, Officers shall be entitled to yearly payments of \$800.00 and \$1,200.00, respectively.

B. Before any Police Officer or Patrolman who wishes to receive this pay incentive enrolls in any college courses, he must submit to the Chief of Police, or the Chief's designee, a list of those courses he wishes to take. As an alternative to individual submissions, a sequence of courses may be submitted on a college letterhead. The Chief of Police, or his designee, for the purpose of this incentive program, shall determine those specific courses which are beneficial or applicable to the Police profession and which may qualify for the additional pay.

C. Once the course, or courses as above approved, has been completed and the Officer or Patrolman has maintained a "C" average in said course, and has presented such proof or certification as may be necessary to the Chief, or his designee, to verify the completion of said course as above mentioned, then, and in

that event, the Officer shall be eligible to receive the aforementioned \$5.00 per year per credit hour thus attained.

D. The computation for said credits shall be made in January of each and every year during the term of this Agreement. Any courses completed after the last day of January shall be computed and paid for the following year, and there shall be no proration of payments for credits earned subsequent to the last day of January as aforementioned.

E. After computation has been made in January, the applicable monetary payment for the successfully completed courses and/or degrees shall be added, weekly, to the individual member's salary. All such payments shall be retroactive to January 1st of said year and shall be included in said member's annual salary for the purposes of retirement, overtime, etc.

16. WAGES, AND HOURLY AND WEEKLY PAY RATES:

A. The wage or salary scales for members of the bargaining unit are set forth in Article II, Section 1, of this Agreement.

B. Member's "per diem rate of pay" shall be determined by dividing the member's annual salary by 260.

C. A member's "hourly rate of pay" shall be determined by dividing the member's annual salary by 2080.

D. To determine a member's annual salary, longevity, if any, shift differential, if any, Police Incentive Program payments, if any, shall be added to the member's base salary as itemized in Article II, Section 1, of this Agreement.

E. The City is privileged to change and the PBA will not challenge a change from the current weekly payroll to a bi-weekly payroll.

17A. HOSPITALIZATION AND MEDICAL INSURANCE - The present Health Insurance coverage shall continue in force. Current health insurance options include: the Empire Plan and the Capital District Physician Health Plan (CDPHP) "AvidCare 30". The City will provide advance payment and reimbursement as promised in the December 30, 2009 Memo from Bruce A. Hidley to CDPHP Enrollees (copy attached as **Appendix 2** and made a part hereof) and in accordance with past practice. The City shall continue to pay one hundred percent (100%) of the cost for each member of the bargaining unit who was employed prior to January 1, 2004. With the exception of one present lateral transfer (Daniel Carpenter), members of the bargaining unit hired after January 1, 2004 shall pay ten percent (10%) of their health insurance costs through payroll deduction throughout their employment. Carpenter will pay 0%.

Employees who retire during the term of this Collective Bargaining Agreement (and any extension thereof pursuant to Civil Service Law §209-a[1][e] shall, together with their dependents, have the same health insurance benefits throughout their retirement as they had as of

the day before their retirement and shall contribute in retirement the same percentage, if any, of their total health insurance costs that they contributed as of the day before their retirement.

17B. HEALTH INSURANCE BUY-OUT - Before the beginning of each calendar year, an employee may elect to discontinue Family Health Insurance Coverage for said year and elect to be covered under his spouse's Health Insurance Coverage. If the employee chooses to participate in the Health Insurance Buy-Out Program, the following will occur:

On the day before December 7th of each year, any such employee on the payroll as of the date of the execution of this Agreement will receive a payment equal to 40% of the cost of the Health Insurance Program in a lump sum payment as follows:

Effective January 1, 2010, any member then currently electing to participate in the health insurance Buy-Out Program shall be compensated at forty percent (40%) of the cost of the highest-priced health insurance plan offered to members of the bargaining unit. Any member not then currently electing to participate in the health insurance buy-out shall be compensated at forty percent (40%) of the cost of the second highest-priced health insurance plan offered to members of the bargaining unit.*

The employee will have the option of reactivating his Health Insurance coverage for the forthcoming year by notifying the City, in writing, on or before September 15th of each year. The reactivation will begin on January 1st.

If the Health Insurance of the employee's spouse terminates or fails to cover the employee for any reason during a year in which the employee elects to participate in the Health Insurance Buy-Out Program, the employee will notify the City immediately and the City will reactivate the employee's City Health Insurance coverage. Health Insurance Buy-Out payment will be made on a prorated basis in December.

18A. LIFE INSURANCE - The City shall pay the full cost of the premium for a \$10,000. policy for each member of the bargaining unit in good standing.

18B. DISABILITY INSURANCE - The City shall provide payroll deduction services for the members of the bargaining unit for non duty related disability insurance. Deductions shall be made on a weekly basis and deposited with the President of the PBA in a manner similar to the union dues deduction. If the PBA makes a demand at any time that the City bear some or all of the costs of the PBA's Disability Insurance costs, then this provision regarding disability insurance will be terminated and null and void.

18C. DEFERRED COMPENSATION PLAN - Members of the bargaining unit are hereby permitted to participate in the deferred compensation plan (Nationwide) currently active.

* The "Rentz" grievance shall be resolved by Drew Rentz receiving forty percent (40%) of the cost of the highest-priced health insurance plan (Empire) for 2009. The difference shall be paid with other retroactive monies under this Agreement.

19. **HOLD HARMLESS CLAUSE** - The City will indemnify and hold harmless a member of the bargaining unit against claims resulting from or arising out of the performance of Police duties by said member while on or off his normal tour of duty.

20. **RETIREMENT** - The City shall continue to enroll and maintain members of the bargaining unit in that Retirement Plan administered by the New York State Policemen's and Firemen's Retirement System described as the non-contributory one-half pay after twenty-five (25) years pursuant to the provisions of Section 384 of the Retirement and Social Security Law (and Section 375-C therefor) and other appropriate statutes in such cases made and provided for.

Effective January 1, 1989, the employer shall offer employees the option of participation in Section 384-D ("20 Year") Pension Program.

Effective January 1, 2009, the employer shall offer all employees the option of participation in the non-contributory New York Retirement and Social Security Law Section 384-e(b) Pension Program and to timely make all retroactive and prospective payments to and filings with the New York State Police and Fire Retirement System and take all steps necessary to provide all members with the benefits of that section effective January 1, 2009.

The *quid pro quo* for this benefit is the PBA's agreement to accept zero percent (0%) salary increases in 2009 and 2010.

The City further agrees to enroll and maintain members of the bargaining unit in that retirement plan described as Guaranteed Death Benefit (Section 360-B) of the New York State Retirement and Social Security Law.

21. **CLOTHING ALLOWANCE AND UNIFORM AND EQUIPMENT ISSUE:**

A. The City shall furnish an Annual Uniform Allowance of \$600.00 for each member of the bargaining unit. Purchases shall be made by the member and paid for by the City. Such purchases, however, must first be authorized by the Chief of Police or the Chief's designee.

B. In addition to the aforesaid Annual Uniform Allowance, the City will provide an emergency fund to replace items of uniform destroyed while in the performance of duty in the annual amount of \$50.00 for each member provided, however, that upon good cause shown to the General Manager, expenditures of amounts in excess of said sum of \$50.00 may be authorized. In addition, eyeglasses and watches destroyed or damaged in the course of duty shall be paid for to a maximum of \$25.00 for a watch and \$80.00 for eyeglasses. Further, initial eyeglasses will be paid for by the City to a maximum of \$20.00 for examination and \$60.00 for glasses including frames. Replacement glasses and frames found necessary through eye examination by a certified optometrist or optician will be paid for at the same rate.

C. The following equipment shall be furnished by the City and shall not be charged against said uniform allowance: Badges, Service Weapon, Holster and Holster Belt, Cartridges, Riot Helmets, Seven Patches and One Flashlight.

D. The equipment listed above (21-C) furnished by the City can be replaced or repaired at the City's expense. However, if equipment is lost, damaged or destroyed as a result of employee negligence, the City would not be obligated to replace same.

A qualified expert shall be selected who is acceptable to both the City and the PBA. A member of the PBA or other City employee is not precluded from selection. All weapons shall be inspected by the jointly-designated expert, who shall make a determination of their serviceability. Weapons shall be inspected thereafter at least once a year.

E. The City will furnish, at its expense, one complete uniform to a Patrolman upon his permanent appointment, provided, however, that such member shall not be entitled to use the \$600.00 annual allowance during the year following said appointment, and the amount of the annual allowance to which said member will be entitled in the contract one year following his appointment shall be prorated over the period from the one year anniversary date of said appointment to the end of said contract year.

F. During the final year of employment of an employee, the Annual Uniform Allowance will be prorated on a daily basis.

For the purposes of this Section, an employee appointment becomes permanent upon completion of a probationary and completion of mandated training program. Partial uniform issue will be made as of date of appointment, balance when permanent status is attained.

(SEE APPENDIX 3 for uniform listing)

1B. When used leather items are issued to Police Officers, all items will be in a reconditioned status at time of issuance.

2. Locker Space: a full size locker will be provided to each member of the bargaining unit.

3. PHYSICAL FITNESS INCENTIVE

Effective January 1, 2010 and each calendar year thereafter, each member shall have two (2) opportunities to take and pass a physical fitness test. Upon the member passing the test, he/she shall receive a stipend of \$500 thirty (30) days from the date the member passes said test. The test selected is attached as **Appendix 4(A)**. In the event a member does not pass the test the first time he/she takes the test, the member shall have an opportunity to take the test referenced in Appendix 4(A) again or, in the alternative, the member shall then (as his/her second opportunity only) have the right to earn the physical fitness stipend by taking and passing the firefighter agility test which is set forth in the attached September 7, 2009 document (**Appendix 4(B)**). Any proposed modification of the test set forth in Appendix 4(A) shall be presented to and considered by the Labor Management Committees established pursuant to Article IX, ¶10 hereof.

ARTICLE III - ASSOCIATION REPRESENTATIVES: RELEASE TIME

1. The City shall give Release Time, with pay, to no more than four (4) members of the bargaining unit to serve as members of the negotiating committee for the negotiation of this Agreement, or successor Agreements hereto.

2. The City shall give Release Time, without loss of pay, to the President and two delegates of the Association to enable them to attend the annual convention of the Police Conference of New York, Inc.

Payment for said leave is only granted if such leave falls on scheduled work days up to, but not to exceed, four (4) days, and only to be granted if President and delegates are actually in attendance at said Police Conference Convention.

3. In addition to time given to members of the bargaining unit, the President of the Police Benevolent Association shall receive an additional four (4) days leave in one calendar year, provided said leave shall be exclusively for Police Benevolent Association purposes.

In the event that the PBA President is on the midnight shift, at the Duty Officer's discretion, the President may be released at 4:00 A.M. of the same day as a scheduled negotiation session with the City.

4. For purposes of Union Business, the party that issues the subpoena is responsible to pay that person.

ARTICLE IV - SENIORITY

1. Seniority shall be determined by the member's length of service, beginning with the date of the member's appointment from a Civil Service List as a Policeman in the City of Watervliet, New York.

Officer seniority shall be determined as of the date of Civil Service promotion.

Time spent in the Armed Forces on ordered Military Leave of Absence or on Approved Education Leave or other authorized time lost because of duty-connected disability shall be included.

For the purpose of this Article, the period between resignation and reinstatement shall not be included in employee's seniority time.

In cases where two or more members of the bargaining unit have been or are appointed on the same date, their position on the Civil Service List shall govern which has seniority over the others. (Highest position on the list has seniority).

2. An up-to-date seniority list showing the names, length of service, dates, assignments and rank shall be furnished the Association every twelve (12) months. A copy of the list shall be maintained for inspection by members.

3. A member shall forfeit his seniority rights only for the following reasons:

- A. He resigns and is not reinstated within one (1) year.
- B. He is dismissed and is not reinstated.
- C. He retires.

4. The Chief of Police shall have the right to make shift assignments. Such assignments shall take into consideration seniority, member preferences and departmental needs.

Member's shift assignment preferences for the following year must be given in writing to the Chief of Police between November 1st and November 10th of any year.

Shift assignment decisions by the Chief of Police shall be issued and posted by November 30th.

5. In determining preference for the purpose of selection of vacation, seniority within rank shall control, and the choice of vacation shall be consistent with the efficient operation of the Police Department.

Members shall draw vacation assignments among themselves by January 31st of any year.

Seniority within rank requires separate seniority list for Sergeants and Patrolmen.

Seniority shall be considered in selecting Police Officers for additional training and attendance at seminars.

ARTICLE V - GRIEVANCES

A. DECLARATION OF BASIC PRINCIPLE

Every employee shall have the right to present a grievance in accordance with the procedures herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to representation of his own choosing at all stages of the grievance procedure.

B. DEFINITION

"Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering the terms and conditions applicable to the employees of the Department and shall include also all provisions of this Agreement.

C. INDIVIDUAL GRIEVANCE

1. An employee who claims to have a grievance shall present the grievance, in writing, with one (1) copy to the Chief within fifteen (15) business days of the incident giving rise thereto or after he learns or should reasonably have learned of the incident which created or caused the grievance.
2. Within ten (10) business days after the grievance has been submitted to him (exclusive of the day of receipt of the grievance) the Chief shall make a decision and communicate the same, in writing, by personal delivery to the grievant, his representative, if any, and to the Association President or his designee.
3. If the employee or the Association does not accept the decision of the Chief, an appeal may be taken therefrom by either or both to the General Manager, in writing, within ten (10) business days from receipt of the Chief's decision.
4. The General Manager shall render a decision, in writing, within ten (10) business days after the grievance appeal has been submitted (exclusive of the day of receipt of the grievance appeal) and communicate the same in writing, by personal delivery to the grievant, his representative, if any, and to the Association President or his designee.

D. POLICY GRIEVANCE

1. A policy grievance is defined as one wherein the grievant is the Association and in which the subject matter has Department-wide implications or affects more than one (1) employee or affects the Association independent of the employees covered hereunder.
2. A policy grievance shall be presented, in writing, in duplicate, with one (1) copy to the Chief and one (1) copy to the General Manager within twenty (20) business days of the incident giving rise thereto or after the PBA President learned or should reasonably have learned of the incident which caused the grievance.
3. Within ten (10) business days after the grievance has been submitted, (exclusive of the day of receipt of the grievance) the General Manager shall make his decision and communicate the same, in writing, by personal delivery, to the Association President or his designee.

E. ARBITRATION

1. If the Association does not accept the decision of the General Manager, it may, within twenty (20) business days of receipt of said decision, proceed to arbitration pursuant to the provisions of Part 207 (Voluntary Grievance Arbitration) of the Rules and Regulations of the Public Employment Relations Board.

2. The arbitrator shall have no power to add to, subtract from or to modify the provisions of this Agreement and shall confine his decision solely to the application and interpretation hereof. The decision of the arbitrator shall be final and binding on the parties hereto and employees covered hereunder.
3. The fees and expenses of the arbitrator shall be in accordance with the standards of the Public Employment Relations Board and shall be paid by the party against whom the arbitrator's award is found or as otherwise apportioned by the arbitrator.

ARTICLE VI - RESIDENCY

Except as described below, no member shall be required to reside within the City of Watervliet as a condition of employment or promotion, and residency within the City shall not be considered in promotional or any other personnel decisions whatsoever. The sole consequences for a member who does not reside in the City shall be limited to a loss/reduction in holiday pay under the circumstances set forth below.

All persons hired after December 6, 2001 must live (or have lived) within the City of Watervliet for a period of three (3) years from their date of hire;* after that three (3) year time period, any such person shall be permitted to reside outside of the City but shall suffer a loss of Holiday Pay on the following declining scale:

Year 1	5 days
Year 2	3 days
Year 3	1 day

and thereafter shall suffer no consequence as a result of their failure to reside within the City.

If such person resides in the City of Watervliet for four (4) years from the date of hire, such person who then moves and resides outside the City shall suffer a loss of Holiday Pay on the following declining scale:

Year 1	3 days
Year 2	1 day

and thereafter shall suffer no consequence as a result of their failure to reside within the City.

If such person resides in the City of Watervliet for five (5) years from their date of hire, such person who then moves and resides outside the City shall suffer a loss of Holiday Pay on the following declining scale:

Year 1	1 day
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and thereafter shall suffer no consequence as a result of their failure to reside within the City.

* Lateral transfers will be deemed to have lived in the City of Watervliet for as long as they were employed in their previous police employment and will be credited with such time toward this three (3) year requirement.

If such person resides in the City of Watervliet for six (6) years from their date of hire, they are free to move out of the City and suffer no loss of Holiday Pay.

ARTICLE VII – GML 207-c POLICY

Section 1 – Intent

The following shall be the exclusive procedure for determination and review of benefits claimed under Section 207-c of the General Municipal Law by Police Officers employed by the City of Watervliet. This procedure is intended to implement the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits or otherwise alter the substantive rights and responsibilities of the City of Watervliet and/or its employees under and pursuant to Section 207-c of the General Municipal Law.

Section 2 – Notice of Incident/Disability or Need for Medical or Hospital Treatment

(A) No application for benefits under 207-c of the General Municipal Law will be approved unless the applicant, or someone acting on his/her behalf, shall have filed written notice in the Police Chief's office within thirty (30) days of the discovery by the claimant of the illness giving rise to the disability. A Police Officer who claims a right to benefits either because of a new illness or injury or a recurrence of a prior illness or injury, shall make written notice and application for those benefits on the appropriate form provided by the Police Department, a specimen of which is attached hereto as **Appendix 5**.

The General Manager may, at his discretion and upon a showing of good cause, excuse the failure to file the application within the thirty (30) day period, and in that event, such failure shall not preclude an award of benefits.

Any time limits for the Officer to file shall be tolled during any period the Officer is rendered incompetent by virtue of the injury/illness or is otherwise physically unable to do so.

(B) The Police Officer shall provide authorization for the City to obtain copies of his/her relevant medical records from his/her attending physician or other health care provider in the form attached as **Appendix 6**. In turn, the City will provide the Police Officer, without cost, any records produced by any physicians or other expert provider who has examined the Police Officer on behalf of the City. "Relevant medical records" shall mean the interpretation given by the Court of Appeals as set forth in Schenectady PBA v. PERB (85 NY2d 480).

Section 3 – Status Pending Determination of Eligibility of Benefits

In those instances where an initial disabling injury or illness is not demonstrated *prima facie* to have been the result of performance of duties, the City may place the Police Officer on sick leave or other appropriate accrued leave, consistent with the labor agreement, pending determination of his eligibility for Section 207-c benefits. In all other instances, the Police Officer shall immediately be placed on 207-c status.

Section 4 – Benefit Determinations

(A) The City shall promptly review a Police Officer's application for Section 207-c benefits and shall determine his/her eligibility within thirty (30) calendar days after the Chief receives the application.

(B) The City may require a more detailed statement from the Police Officer than that contained on the application. In the event this is necessary, the City may take statements from witnesses and from the Police Officer filing the application. The City may send the Police Officer to a physician or physicians of its choice for examination. The physician shall report to the Chief of Police on the form attached as **Appendix 7** only. This will be done at the expense of the City. The fact that the City may undertake these or other steps shall not cause the 30-day period to be expanded. However, if the City is unable to take these steps solely because of the Officer's failure to cooperate, the 30-day period may be expanded for the period of time that the Officer fails to cooperate.

(C) The Chief's determination will be made in writing and delivered to the Police Officer, setting forth in detail the basis for the determination, within said 30-day period. In the event that the application is denied, the City will simultaneously provide the Police Officer, without cost, a copy of all information produced, used or acquired by it, in connection with the Police Officer's application and determination for Section 207-c benefits.

(D) In the event that a decision is not made and delivered to the Police Officer within the 30 calendar day period (as may be expanded due to non-cooperation as per paragraph "B" above), the Officer shall be deemed to be on 207-c status.

(E) If the decision is that the Officer is eligible for GML 207-c benefits, then the Officer shall be so categorized and any time off taken due to such injury, re-injury or illness shall be charged to GML 207-c leave, and any lost sick, vacation or personal leave shall be restored. The Officer's GML 207-c benefits shall continue so long as the Officer remains eligible.

(F) Upon the request of the officer or his/her representative, a copy of all documents used by the Administrator to determine initial or continued eligibility for any benefits afforded by GML 207-c shall be made available to the Officer.

(G) In the event an Officer is adversely affected by a determination, he/she may submit such dispute to arbitration in accordance with Section 8 herein.

Section 5 – Assignment to Light Duty

(A) As authorized by the provisions of subdivision 3 of Section 207-c, the Department, acting through the Chief, or the Chief's designee, may assign a disabled Police Officer specified light duties consistent with his or her physical or mental condition and his/her duties as a Police Officer. The Chief, or the Chief's designee, shall advise the member that he/she is being considered for light duty. The Chief, or the Chief's designee, shall further specify the nature of the light duty to be performed. A physician selected by the Chief, or the Chief's designee, shall then be provided with a list of duties and activities associated with the light duty assignment for the purpose of determining the member's ability to perform the light duty prescribed and such

etermination shall be submitted to the Police Officer. The member may then submit to the Chief any evidence or other documentation which he/she feels may cause an exemption from his/her light duty assignment, including a response from the Police Officer's physician. If the Police Officer's physician does not agree with the findings of the City's physician, he may detail in writing those elements of the light duty assignment which the employee cannot perform and the specific reasons which prohibit the Police Officer from performing duties.

If there is disagreement between the City's physician and the member's physician as to the Police Officer's fitness to perform one or more portions of the light duty assignment, those portions in question will not be assigned until the dispute is resolved pursuant to Section 8. It is understood that assignment to light duty is temporary and that the Police Officer is not entitled to a continued light duty assignment for an indefinite duration of time.

(B) The basic workday tour of duty for all Police Officers assigned to light duty shall be eight (8) hours or such portion as may be medically permitted. Any portion of an eight (8) hour shift worked at light duty shall constitute a full shift. There shall be no reduction in salary or wages, including increases thereof, and fringe benefits which would have been received had a full eight (8) hour shift been worked. For light duty purposes, only a Police Officer assigned to light duty may be temporarily reassigned from one platoon to another in order to accommodate the needs of the Department; provided, however, if the temporary reassignment would otherwise result in a loss of benefit (e.g., shift differential), that benefit shall not be lost and shall remain despite the reassignment. If more than one Police Officer is in a light duty assignment on the same platoon, seniority will prevail in determining which Police Officer may be moved to another platoon. A reassigned Police Officer will not forfeit his previously chosen vacation or hours reduction blocks. A Police Officer assigned to light duty may be reassigned to a Monday through Friday workweek, eight (8) hours per day, in a light duty assignment following working light duty on a shift basis for one month. Notwithstanding any of the above, no non-light duty officer shall have his/her assignment/shift, platoon or other schedule or benefits changed as a result of the light duty assignment of another officer.

Section 6 - Review of Continued Eligibility For Benefits

The City shall have the right to review the eligibility of every recipient of 207-c benefits throughout the period during which benefits are received. The right shall include requiring recipients to undergo medical examinations by physician or physicians chosen by the City and requiring recipients to provide documentation, books or records that bear on the recipient's 207-c case. A recipient of 207-c benefits shall have an affirmative duty to report any change in his or her medical condition that changes the recipient's ability to work for the City.

Section 7 - Termination of Benefits

(A)(1) If the initial application for benefits pursuant to Section 207-c is denied, the City may terminate such benefits as of ten (10) days after receipt by the Police Officer of notice of the determination of ineligibility. Notice of such termination and the reasons therefor shall be served by mail upon the Police Officer. The Police Officer, within thirty (30) days after receipt of the notice of termination, may submit the matter directly to arbitration pursuant to the rules of the Public Employment Relations Board as provided in Section 8. Pending final determination, the Police Officer may use available sick, vacation or personal leave accruals as provided in the

labor agreement. No Police Officer who has exhausted his/her leave credits may be considered AWOL during this pendency period if he/she remains absent but shall be considered to be on unpaid leave. This does not preclude the Officer, upon exhaustion of paid leave, to receive the donation of leave time from other Officers. Any benefits paid to a Police Officer who is later determined not to have been eligible for all or part of such benefits shall be required to refund to the City the monies received to which he or she was not entitled. If such refund is not made immediately, it may be recovered by the City in a civil action or by payroll deduction if authorized pursuant to law. In the event the Arbitrator determines that the Officer should have been on Section 207-c status, the Officer shall have all of the leave credits he used restored immediately and shall immediately be compensated for any lost time.

(2) If the City determines that a recipient of benefits pursuant to Section 207-c is no longer eligible for benefits, the Police Officer, within thirty (30) days after receipt of the notice of termination, may submit the matter directly to arbitration pursuant to the rules of the Public Employment Relations Board as provided in Section 8. Pending final determination, the benefits and 207-c status shall continue unless and until a contrary determination by an Arbitrator.

(3) In either of the circumstances in subsections A(1) or A(2), if the City is not available on the first date offered by the Arbitrator or requests an adjournment of any agreed-upon date, the Police Officer's 207-c status shall immediately be put into place and all payments to said Police Officer must be made until the final determination of the Arbitrator.

(B) Salary payments and medical benefits shall be immediately forfeited pursuant to paragraph 6 of Section 207-c if a Police Officer engages in any wage earning capacity other than authorized by Section 3 and 5 of Section 207-c. If a Police Officer contests the forfeiture, he/she may invoke the provisions of Section 8 of this Agreement.

Section 8 - Dispute Resolution Procedure

In the event that the City denies an application for 207-c benefits or seeks to discontinue Section 207-c benefits, a member disagrees with any determination of the City regarding a benefit determination, or there is a dispute about whether a Police Officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. In the initial determination of 207-c benefits, the burden of proof (preponderance of the evidence) will be on the Police Officer. In all other cases, the burden of proof to discontinue 207-c benefits or on light duty assignments will be on the City. The determination of the arbitrator shall be final and binding on the City and the Police Officer but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The cost of arbitration shall be borne equally by the City and the member.

Section 9

Consistent with Section 207-c, the City may file an application on the Police Officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick Police Officer who is receiving 207-c benefits who refuses to permit reasonable medical inspections in connection with such an application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived

his rights under Section 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

Section 10

A Police Officer receiving 207-c benefits shall also receive all contractual benefits until his/her disability ceases or for nine (9) months from the date of injury. After the nine (9) month period, a Police Officer who is unable to perform any duties, including light duty, shall only be entitled to his or her regular salary and wages, longevity, and health insurance.

ARTICLE VIII - DRUG AND ALCOHOL TESTING POLICY

I. DRUG TESTING

A. STATEMENT

Recognizing that the increasing availability and use of illegal drugs is a matter of great concern; and having a responsibility to affirmatively address not only the potential threat of drug use to the integrity of the law enforcement function and the safety of the community, but to avoid possible future speculation about drug use that could unfairly destroy the high public respect and trust that the entire police department has earned; and being desirous of further encouraging increased professionalism within the department and setting a larger societal example, the parties agree to the following procedures for the random urine analysis for the basic chemical screening intended to detect the presence of certain drugs, as herein below set forth, in an effort to assure and continue a drug free work force and work place so as to ensure that the employees of the department are able to think and react quickly and appropriately for the greater good of the City of Watervliet.

B. URINE COLLECTION

Urine shall be collected in a manner which provides a high degree of security for the sample and freedom from adulteration, as well as privacy for the employee. An employee shall not be witnessed while submitting a sample, but administrative procedures and biologic testing of the sample may be conducted to prevent the submission of fraudulent samples. Each urine sample will be subdivided into two (2) bottles labeled as a "primary" and "split" specimen. Both bottles will be sent to the testing laboratory.

C. TESTING

1. All samples shall be tested for amphetamines, barbiturates, cannabis, PCP and cocaine by a licensed laboratory selected by the City.
2. The cost and expense of testing shall be fully absorbed by the City without any cost or charge back to the employee.

3. The following standards shall be used:

DRUG	SCREENING TEST	CONFIRMATION
Cannabis	50 ng/ml Delta-THC	100ng/ml GC-MS
Cocaine	300 ng/ml Metabolite	500ng/ml GC-MS
Amphetamine	300 ng/ml Amphetamine	500ng/ml GC-MS
Barbiturate	200 ng/ml Barbiturate	500 ng/ml GC-MS
PCP	25 ng/ml PCP	100 ng/ml GC-MS

4. All samples testing positive on the basic urine analysis screening tests shall be confirmed by gas chromatography/mass spectrophotometry (GC-MS).

5. A split sample shall be preserved in all cases and, if a test result is confirmed positive, the split sample shall be available for independent analysis at the option of the employee by a laboratory selected by the employee whose urine tested positive. The expense of such test shall be borne by the City.

6. All test results shall be treated with the same confidentiality as other employee medical records and shall not be released to any person other than the Chief of Police and the Mayor.

7. Testing shall be conducted in the manner to ensure that the employee's legal drug use does not affect the test results.

8. No employee shall be required to divulge his/her lawful use of drugs/medication (over-the-counter or prescription based). To the extent the employee must provide information to the laboratory regarding his lawful use of drugs/medication in order to ensure that the employee's legal drug use does not affect the test results (as per Section 7 above), such information is only to be divulged to the laboratory and is and shall remain confidential between the employee and the laboratory; such information shall not be provided to the City. The City shall provide a copy of the policy to the laboratory to ensure confidentiality.

9. The employee shall have access to information on the testing procedure and methods. A copy of the test result shall be provided to the employee.

D. PROCEDURE AND CONSEQUENCES

1. Random testing shall be administered by a third-party private testing facility which is independent of the City.

2. Testing shall be by random selection except to the extent that each member of the unit shall be tested at least once during the term of this Agreement. No more than one-third (1/3) of the unit shall be tested each year.

3. An employee whose urine tests positive for drugs as herein described shall be evaluated by a qualified drug counselor, counseled if appropriate and treated for rehabilitation if required, consistent with the City's medical coverage. No employee will incur any costs except the normal deductibles appropriate under the medical plan.

4. No employee shall be disciplined in any manner or assigned to duties other than his normal duties on the basis of a single positive test. Unless otherwise excused by the City, refusal to comply with the provisions of Section 3 above may result in disciplinary action.

5. An employee undergoing evaluation and/or treatment shall receive his usual compensation and fringe benefits; all leave accumulations provided for in the agreement may be utilized for this purpose. If the employee refuses to sign a limited release (to be agreed upon and provided) authorizing the drug counselor to report to the City only that the employee is complying/has complied or is not complying/has not complied with any treatment plan prescribed by the drug counselor, that employee will be subject to discipline until he/she complies.

6. An employee who tests positive for drugs as herein described a second time (or greater number of times) within any twelve-month period may 1) be subject to additional evaluation, counseling and treatment; 2) at the Chief's discretion, be subject to discipline, or 3) any combination of the two.

7. An employee who refuses to submit to a lawful test consistent with this Agreement may be considered insubordinate and punished as such. An employee who refuses to follow the reasonable treatment plan of a drug counselor pursuant to Section 3 above is subject to discipline.

8. A refusing employee shall be suspended until he/she notifies the Chief that he/she will submit to testing. A refusing employee's continued employment will be dependent upon said employee submitting to periodic testing for a period of up to thirty (30) days.

9. All testing shall be conducted during a work shift or an extension thereof during which times the employee shall be considered "on duty" and shall be paid at the overtime rate when testing runs into overtime hours.

E. CONFLICT WITH OTHER LAWS

This Article is in no way intended to supersede or waive any employee's federal or state constitutional rights.

II. ALCOHOL TESTING

A) The City reserves the right to test for alcohol use only if it has reasonable suspicion that an employee has reported for duty or is on duty under the influence of alcohol. (There shall be no "random testing" for alcohol.) In addition, to do so, the person claiming to have the reasonable suspicion shall fill out the "Reasonable Cause Alcohol Testing Checklist"

(copy attached as **Appendix 8**). No employee may be tested without such form being completed by the Supervisor and such employee shall be provided with a copy.

B) Before testing, if, in the opinion of the Chief or his designee, the employee is under the influence while reporting for or on duty, the employee may be relieved of duty for that tour subject to the employee's use of accrued leave.

C) If the employee challenges the decision that he/she be relieved of duty, confirming tests will be conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA). These tests may only be conducted if reasonable suspicion exists, the Reasonable Cause Alcohol Testing Checklist is completed by the supervisor and a copy is provided to the employee to be tested.

D) Preliminary screening tests shall be conducted by using approved instruments for administering field sobriety tests to licensed motor vehicle operators.

E) Two breath tests (in addition to a preliminary screening test, if used) are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.02% alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02% or greater, a confirmation test must be conducted (not less than 10 minutes or more than 20 minutes after the first screening test). The employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results.

F) Upon receipt of a negative test result (under 0.02%), the employee will return to work and will be paid in full for the tour.

G) Upon receipt of a positive test result (0.02% and above) from the Breath Alcohol Technician (BAT), the employee will be transported home and will not return to work until the employee successfully tests at a .00 level before the next tour. During this time period, the employee will be required to use accrued leave.

H) The "Reasonable Cause Alcohol Testing Checklist" is incorporated by reference. If the test result is positive, the form may be included in the employee's personnel file. If the test result is negative, the form will be discarded. Upon written request, a covered employee may obtain copies of any records pertaining to the covered employee's use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance tests.

I) In the event the employee tests positive twice in any one twelve-month period, he/she shall be referred to EAP as per Section I(D)(3) of the Drug Testing Policy but shall not be subject to discipline.

J) In the event the employee tests positive a third time (or great number of times) in any one twelve-month period, he/she may, at the Chief's discretion, be subject to discipline or further EAP or a combination of the two.

K) Any employee who, after the Reasonable Cause Alcohol Testing Checklist is read out and provided to him or her, refuses to subject himself/herself to the alcohol tests, shall be considered insubordinate and subject to punishment therefor.

The parties have set forth their full and complete agreement regarding the extent of the permissible drug/alcohol testing to be conducted by the City of Watervliet. Any further drug and/or alcohol testing policy and procedure will be the subject of labor management committees at the request of either team.

ARTICLE IX - GENERAL PROVISIONS

This Agreement shall be effective for a period of five (5) years commencing January 1, 2009 and ending at midnight December 31, 2013.

The benefits and privileges provided for in this Agreement are subject to the appropriate and applicable provisions of Law, including wage and salary controls established by the Federal Government or any Board of Commission appointed for that purpose. The benefits and privileges provided for, however, shall be effective unless legally prohibited.

3. In the event that any provision hereof shall be held to violate any law, said provision shall be separable from the remaining provisions of this Agreement, and said remaining provisions shall continue in full force and effect.
4. The City shall furnish each and every member of the bargaining unit with a copy of this Agreement at no cost to the Association Members.
5. This Agreement may be changed, altered and amended, but only in writing, signed by duly authorized representatives of the parties hereto.
6. Payroll Procedure - For the purpose of balance computation of Leave Time and Vacation Time, such time shall be converted from days to hours with no loss to any member of the bargaining unit.
7. Probationary Period - The Probationary period for new employees shall be one year beginning with the date of appointment as a Police Officer.
8. The City is privileged to decide to man the weekend dispatch function with members of any bargaining unit it sees fit (or non-bargaining unit employees), and the PBA will not challenge that decision as an illegal subcontracting of bargaining unit work. The City is also privileged to man the Midnight dispatch function with whomever it sees fit.
9. The position of Assistant Chief shall be deemed management and excluded from the bargaining unit.
10. The parties agree to establish a Labor Management Committee consisting of three (3) members from each party to study and make recommendations to the PBA and the City concerning matters of mutual concern.

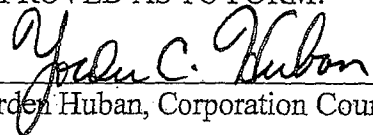
IN WITNESS WHEREOF, the parties have executed this Agreement on the first date set forth above.

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.

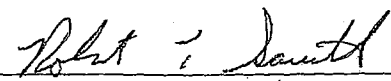
THE CITY OF WATERVLIET, NEW YORK

By: 
MICHAEL P. MANNING, Mayor

APPROVED AS TO FORM:


Yorden Huban, Corporation Counsel

WATERVLIET POLICE DEPARTMENT

By: 
Robert Sausville, President

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:
CITY OF WATERVLIET)

On the 5th day of NOVEMBER, 2010, before me, the subscriber, personally appeared **MICHAEL P. MANNING** to me known to be the MAYOR of the City of Watervliet, and being by me duly sworn did depose and say: That the said Mayor resides in said City of Watervliet, New York and is MAYOR thereof, the corporation described in and which executed the above instrument. That he knew the Seal of said corporation, that the Seal was affixed to said instrument was such Corporate Seal; that it was so affixed pursuant to the provisions of the Charter of said City, and that he signed his name as MAYOR of said City pursuant also to the provisions of said Charter and Resolution No. 736 of The Council of said City adopted on the 4th day of NOVEMBER, 2010, and as MAYOR duly acknowledged the execution of said instrument for the purposes herein set forth.

BRUCE A. HIDLEY
Notary Public, State of New York
Reg. No. 01HI6001621
Qualified in Albany County
Commission Expires January 20, 2014.

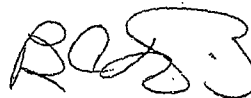


Notary Public, State of New York
Residing in Albany County
My Commission Expires

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:
CITY OF WATERVLIET)

On the 5th day of NOVEMBER, 2010, before me, the subscriber, personally appeared **ROBERT SAUSVILLE**, to me known and known to me to be the same person, described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

BRUCE A. HIDLEY
Notary Public, State of New York
Reg. No. 01HI6001621
Qualified in Albany County
Commission Expires January 20, 2014.



Notary Public, State of New York
Residing in Albany County
My Commission Expires

APPENDIX 1

THE COUNCIL OF THE CITY OF WATERVLIET

LOCAL LAW NO. 1 - 1972

* * * * *

A LOCAL LAW OF THE CITY OF WATERVLIET AMENDING LOCAL LAW NUMBER 4 FOR THE year 1969. IN RELATION TO PROVIDING REGULATIONS AND RULES FOR VACATION AND SICK LEAVE AND ACCRUED BENEFITS THEREUNDER OF THE EMPLOYEES OF THE CITY PURSUANT TO THE PROVISIONS OF THE GENERAL MUNICIPAL LAW.

BE IT ENACTED by the Council of the City of Watervliet, as follows:

SECTION 1

Section 1 of Local Law Number 4 for the year 1969, is hereby amended to read as follows:

Section 1. "All employees of the City of Watervliet, who are employed on a five day work week basis, and who have been regularly employed for at least twelve (12) consecutive months shall be granted fifteen (15) working days vacation per year with pay. After January 1, 1957, such employees shall earn their respective vacations at the rate of one and one-quarter ($1\frac{1}{4}$) days per month for the following year.

For the purpose of this Local Law, members of the Police and Fire Departments shall be deemed to be employed on a five day work week basis.

In addition to vacation time granted as aforesaid, each employee shall be granted fifteen (15) working days for sick leave with pay. Sick leave shall not be allowed by the General Manager for more than three working days in succession without submission of a Doctor's certificate. At the discretion of the General Manager an employee shall be allowed to use, as sick leave, vacation period granted yearly. Employees shall earn their sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per month, and an accumulation of one hundred and fifty days (150) over a ten year period will be allowed and so limited.

In no event shall the General Manager allow time off with pay in excess of thirty (30) days per year to an employee employed on a five day week basis or in excess of thirty-three (33) days per year to an employee on a six day week basis.

However, and notwithstanding the foregoing, and as a regard for faithful service, present employees who have been in the employ of the City for a period of one or more years prior to the date of the adoption of this Local Law shall be allowed an accumulation of fifteen (15) days sick leave per year up to a limit of one hundred and eighty (180) days.

Page 2 ~~Local Law No. 2 - 1972~~ 1972

In addition those City employees who have been employed more than ten (10) successive years at the time of the adoption of Local Law No. 2 - 1954 shall be allowed an additional accumulation of two (2) days per year for each year of service exceeding ten (10) years for a maximum of thirty (30) days.

The monetary value of accrued but unused sick leave shall be paid to City employees upon said employee's normal retirement or disability retirement from city employment the value thereof to be computed in accordance with the annual pay then being received by such employee.

Department heads shall keep records of sick leave.

In the event that an employee of the City of Watervliet dies while in the employment of the City, or in the event said city employment is otherwise terminated, the monetary value of accrued but unused holidays time off and vacation time off, shall be paid to the beneficiary designated by said employee for retirement purposes, or in the event of termination, directly to the employee, the value thereof to be computed in accordance with the annual pay then being received by such deceased employee. No such benefits shall be payable hereunder when an employee is terminated pursuant to disciplinary proceedings as provided in Section 75 of the New York State Civil Service Law.

This Local Law shall not apply to occasional, seasonal or part-time employees employed by an hourly, daily or weekly basis.

The head of each Department shall file weekly, with the General Manager, on report forms approved by him, a record of each employee in his Department showing the days worked and the days absent, and for such absence he shall show the reason therefor.

The General Manager shall cause such record to be checked against the payrolls of the various Departments and shall not approve any payroll not in conformity with these rules.

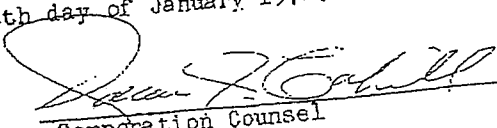
On or about March 15th of each year, the General Manager shall submit to the Council a report which shall be made a part of the minutes of this Council, showing the names of each employee of the City, the number of days vacation taken and the number of days sick leave taken by such employee.

A working day shall consist of eight hours.

SECTION 11

This Local Law shall take effect immediately.

Approved as to form this 13th day of January 1972.


Corporation Counsel



Office of the
CITY CLERK

BRUCE A. HIDLEY
City Clerk
Clerk To The Council
(518) 270-3810

APPENDIX 2

WATERVLIET CITY HALL
2 Fifteenth Street
Watervliet, NY 12189

To: C.D.P.H.P. Enrollees

From: Bruce A. Hidley
Health Benefits Administrator

BAM

Re: C.D.P.H.P. Plan Change

Date: December 30, 2009

This memo is to inform you that the City of Watervliet will be changing from the C.D.P.H.P. **Avid Care 25 Plan** to the **Avid Care 30 Plan** effective January 1, 2010. This new plan change will increase the co-payment from \$25.00 to \$30.00 for the following:

Primary doctor office visit, Specialist office visit, Outpatient hospital, Laboratory services, Radiology/Imaging, Chiropractic Care, Physical & Occupational Therapy, Speech Therapy, Mental & Nervous office visit, Substance Abuse Outpatient.

The City of Watervliet has agreed to reimburse the entire \$30.00 for the co-payment paid for the above noted services. The total cost to you after the reimbursement will be zero for the services above.

In accordance with the Avid Care 30 Plan other changes to the plan are noted below:

\$1,000.00 Copayment – Inpatient Hospital service
\$1,000.00 Copayment – Skilled Nursing Facility
\$1,000.00 Copayment – Mental & Nervous (In Hospital),
\$1,000.00 Copayment – Substance Abuse Inpatient.

The City of Watervliet has agreed to reimburse the entire \$1,000.00 for the copayment paid for the above services. Please be advised that the City does not expect you to pay this amount out of pocket. Please submit the bill to my attention for payment or if you know in advance, forward a statement stating the amount the City will need to make for this copayment.

I have attached a copy of the copayment schedule for your records.

There will be no change to the prescription drug plan co-payment. It is very important for you to understand that due to the timeframe you will not have the new cards by January 1, 2010. Please do not cancel any appointments for early January 2010. Just let your doctor's office know that the copayment has changed to \$30.00.

City of Watervliet

Prepared By: Renee Brozowski

Date Prepared: September 11, 2009

Group Medical - All	CURRENT CDBHP FMO 25	ALTERNATIVE CDBHP FMO 30
	In Network	In Network
BENEFIT COMPARISON	January 1, 2009	January 1, 2010
Effective Date	N/A	N/A
Individual Deductible	N/A	N/A
Family Deductible	N/A	N/A
Individual Coinsurance Maximum	N/A	N/A
Family Coinsurance Maximum	N/A	N/A
Annual Maximum	Unlimited	Unlimited
Lifetime Benefit Maximum	Covered in Full	Covered in Full
Well-Baby Care/Immunizations	Covered in Full	Covered in Full
Routine Adult Physical	\$25 Copay	\$30 Copay
Primary doctor office visit	\$25 Copay	\$30 Copay
Specialist Office	Covered in Full	\$1,000 Copay
Inpatient Hospital	\$25 Copay	\$30 Copay
Outpatient Hospital	\$25 Copay (waived at designated sites)	\$30 Copay (waived at designated sites)
Laboratory Services	\$25 Copay (waived at preferred providers)	\$30 Copay (waived at preferred providers)
Radiology/Imaging	19	19
Dependent Children up to age	23	23
Full Time Student up to age	20% Coinsurance	20% Coinsurance
Durable Medical Equipment	20% Coinsurance	20% Coinsurance
Prosthetics & Orthotics	\$25 Copay: Routine Eye Exam every 24 months	\$30 Copay: Routine Eye Exam every 24 months
Vision Rider	Covered in Full	Physician Services: Covered in Full Inpatient Hospital: \$1,000 Copay Nursery Care: Covered in Full
Maternity Care	\$100 Copay (waived if admitted)	\$100 Copay (waived if admitted)
Emergency Room Visit	\$25 Copay	\$30 Copay
Chiropractic Care	\$25 Copay up to 120 days	\$30 Copay up to 120 days
Physical & Occupational Therapy	\$25 Copay up to 60 days	\$30 Copay up to 60 days
Speech Therapy	Covered in Full up to 90 days	\$1,000 Copay up to 90 days
Skilled Nursing Facility	Covered in Full up to 30 days	\$1,000 Copay up to 30 days
Mental and Nervous - In Hospital	\$25 Copay up to 20 visits	\$30 Copay up to 20 visits
Mental and Nervous - Office Visit	Covered in Full	\$1,000 Copay
Substance Abuse Inpatient	Detox: No Day Limitation Rehab: up to 30 days	Detox: No Day Limitation Rehab: up to 30 days
Substance Abuse Outpatient	\$25 Copay up to 60 visits	\$30 Copay up to 60 visits
Retail Supply (in days)	30	30
Rx Retail - Generic	\$10 Copay	\$10 Copay
Rx Retail - Brand-name	\$20 Copay	\$20 Copay
Rx Retail - Non-formulary	\$35 Copay	\$35 Copay

APPENDIX 3

STANDARD UNIFORM ISSUE FOR NEW POLICE OFFICERS:

- 1 29 Inch Blauer (26 Inch Blauer optional)
- 1 Dress Blouse (single breasted for Patrolmen and double breasted for Officers)
- 4 Trousers (2 Winter - 2 Summer)
- 4 Shirts (2 Short Sleeve - 2 Long Sleeve)
- 1 Dress Shirt
- 1 Raincoat
- 1 Pair Black Leather Winter Boots
- 1 Pair Shoes
- 2 Ties (knit, clip-on)
- 1 Belt (Garrison)
- 1 Cap (8 point short visor)
- 1 Tie Clasp
- 1 set of collar brass - WP
- 1 set gold buttons (shirt)

OPTIONAL ITEMS AVAILABLE UNDER CLOTHING ALLOWANCE:

- Socks - Black or Navy Blue.
- Underwear - white (Regular or Thermal)
- Sweater - Commando type (Lightweight/Heavyweight)
- Street Gear Pants/Shirt (DOT style)
- Gloves - Black
- Nylon Medium weight Jacket - Full zipper (POLICE) on back
- Ballistic Outer Vest Carrier
- Winter Police Hat (with bill and earflaps)
- Off duty Holster for service weapon (Glock only)
- Handcuffs
- Flashlights-Rechargeable Compact/Bulbs & Batteries
- Rubber Grip covers for the Glock
- Extra Badges/Badge Holders/Wallets
- Gear Bag
- Report Holders/Large Metal
- Handgun Lock

Any other police related item approved by the Chief.

APPENDIX 4(A)

WATERVLIET POLICE DEPARTMENT PHYSICAL FITNESS STANDARDS

SIT-UPS (Complete in One(1) Minute)								
	Males				Females			
%	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
100	33	30	24	19	24	20	14	10
PUSH-UPS								
	Males				Females			
%	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
100	22	17	11	8	9	7	5	3
MILE RUN								
	Males				Females			
%	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
100	9:18	9:42	10:21	11:40	11:57	12:12	13:08	14:38

ATS
man

APPENDIX 4(B)

*City of Watervliet Fire Department
Chief Thomas M. McCormack Fire Headquarters*

116 13th Street
Watervliet, New York 12189
Telephone: (518) 270-3826
Fax Line: (518) 270-5273

Chief: Don Clickner

To: All WFD personnel
From: Chief Clickner
Re: Annually Agility Test
Date: Sept. 7TH, 2009

The annual agility test will be given on September 27th and 29th. Sunday will be at 9 A.M. and Tuesday at 10 A.M.. The following will make up the Agility test. The same as the March Agility. Total time 1230

1. Three minutes and twenty seconds on the stair master (40 pound vest)
2. Hose drag - two lengths of 1 1/2
3. Tool carry
4. Weight drag
5. Ladder raise
6. Pull downs - 10 reps at 85
7. Bike - One point Seven miles in less then six minutes.

APPENDIX 5

CITY OF WATERVLIET POLICE DEPARTMENT

* EMPLOYEE INJURY REPORT *
APPLICATION FOR BENEFITS

TO BE COMPLETED BY EMPLOYEE:

NAME _____ BADGE NO. _____

Accident date _____ Day of week _____ Hour _____ AM PM _____

Date accident was reported _____ To Whom _____

Location of accident _____ Witnesses _____

Description of accident (what was employee doing, what equipment was
employee using, etc...) _____

Description of Injury (include nature of injury and body part)

Did you receive medical care on premises? _____ Describe _____

If employee is being treated:

Name and address of Physician: _____

Name and address of Hospital: _____

EMPLOYEE SIGNATURE _____

DATE _____

DEPARTMENT HEAD/SUPERVISOR COMPLETES REVERSE SIDE

TO BE COMPLETED BY DEPARTMENT HEAD/SUPERVISOR:

Employee's Name _____ Employee's Title _____

Department _____

Date of Hire _____ Present Annual Earnings _____

Work Schedule: Hours worked daily _____
Scheduled day off S M T W T F S VARIES

Date of first report of accident _____ Was employee on duty? YES NO

Is employee being paid for lost time? YES NO NO LOST TIME

If YES, for what period is employee being paid? _____

Description of accident (what was employee doing, what equipment was employee using, etc..) _____

Did employee receive medical care on premises ? _____ Describe _____

Action taken to prevent recurrence or correct unsafe condition _____

Has employee previously suffered a disabling accident or illness? YES NO

If YES did employee make a claim for benefits of compensation? YES NO

Give details of prior injury or illness (include accident date & insurance carrier if known) _____

COMPLETED BY: _____ TITLE: _____

DATE: _____

APPENDIX 7

**WATERVLIET POLICE DEPARTMENT
Medical Examination Certificate**

TO: POLICE CHIEF

DATE: _____

This is to certify that I have examined _____ and I find the
Officer is suffering from _____ (body part affected to be detailed).

1. This condition:	<input type="checkbox"/> Is causally related to the Officer's duties as a Watervliet Police Officer. <input type="checkbox"/> Is not causally related to the Officer's duties as a Watervliet Police Officer
2. The Officer:	<input type="checkbox"/> Is fit to return to full duty. <input type="checkbox"/> Is not fit to return to full duty (provide details as to why not)
3. The Officer:	<input type="checkbox"/> Is fit to perform light duty in accordance with the list provided. <input type="checkbox"/> Is not fit to perform light duty in accordance with the list provided (provide details as to why not) <input type="checkbox"/> Should only perform the duties listed below*
4. The Officer:	<input type="checkbox"/> Permitted examination <input type="checkbox"/> Refused examination

* Light duty restrictions (if applicable): _____

Physician, Police Department

I, _____, hereby authorize release of the above to the Chief of the Watervliet Police Department, to be held in my confidential medical file. This medical certification may be released only on an as-needed basis and only to the attorney(s) who may represent the Watervliet Police Department and/or City of Watervliet, in evaluating my claim for Section 207-c benefits, for the condition described above.

Date: _____

Signature

APPENDIX 8

**Reasonable Cause
Alcohol Testing Checklist**

SECTION ONE (To be completed by Police Chief or his designee)

Name of Employee: _____

Rank: _____

Nature of incident/cause of suspicion: _____

Behavioral indications noted, if any: _____

Physical signs or symptoms noted, if any: _____

Witnesses, corroboration, etc.: _____

Has the employee taken any medication(s) in the past four weeks? _____

If yes, list medication(s), quantity, and last date taken: _____

Signature of Police Chief or designee: _____

Date: _____

SECTION TWO (To be completed by Corporation Counsel's office when reasonable and practicable)

Attorney contacted: _____

Attorney's determination (test or do not test): _____

Attorney's signature: _____

Date: _____