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Contract Database Metadata Elements

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Union: **Cohoes Public Library Safety Dispatchers Unit, CSEA, AFSCME, AFL-CIO**

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DIS/9280

A G R E E M E N T

BY AND BETWEEN THE

CITY OF COHOES

AND THE

**CSEA, LOCAL 1000, AFSCME
AFL-CIO**

**CSEA
CITY OF COHOES PUBLIC SAFETY DISPATCHERS UNIT
ALBANY COUNTY LOCAL #801**

JANUARY 1, 2003 - DECEMBER 31, 2005

RECEIVED

JUL 11 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2003, by and between the City of Cohoes, New York, hereinafter referred to as "CITY" and The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Public Safety Dispatcher Unit of the City of Cohoes, Albany County Local 801, hereinafter referred to as "CSEA".

IN WITNESSETH WHEREAS, the parties desire to maintain harmonious relations and to work together for the public welfare, and desire further to establish equitable wage scales, and standards and conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Public Employees' Fair Employment Act of 1967;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City and the CSEA, acting through their duly authorized representatives, hereby agree as follows:

ARTICLE I RECOGNITION

Section 1. The Employer agrees that the CSEA shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances.

Section 2. The CSEA affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II COLLECTIVE BARGAINING UNIT

Section 1. The Collective Bargaining Unit shall be comprised of all full-time Public Safety Dispatchers and Communication Supervisors.

Section 2. All Public Safety Dispatchers will receive a job description.

Section 3. All full-time Public Safety Dispatchers are subject to mandatory overtime.

ARTICLE III **DUES DEDUCTION**

Section 1. There shall be deducted from the wages of employees who are members of this Negotiating Unit and, pursuant to law, who are not members of the CSEA the amount equivalent to the dues levied by CSEA and such sum shall be transmitted to the CSEA. This shall occur when the CSEA has established and maintained a procedure providing for the refund to any employees demanding the return of any part of the Agency Shop Fee Deduction which represents the employees' pro-rata share of expenditure by the CSEA in aid of political or ideological activities only incidentally related to the terms and conditions of employment.

PROCEDURE FOR DEDUCTION:

a) The Employer hereby agrees to make from the wages and salaries of every non-member of the Negotiation Unit an Agency Shop Fee deduction in the amount of dues levied by the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210.

b) The Employer agrees to send a list containing the names, addresses, Social Security numbers, department employed by, and dollar amounts paid by those Agency Shop employees along with separate Agency Shop Fee check.

Section 2. The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210, or CSEA's authorized agent, regular membership dues, and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deduction. The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive bargaining agent for employees in this Unit.

ARTICLE IV **CSEA BUSINESS**

Section 1. The CSEA Officer or their designated grievance representative shall be granted reasonable time off during the working hours with the approval of the Department Head to assist in the presentation of alleged or actual grievances or matters of contract interpretation. When feasible, the Officer or grievance representative shall request approval of the Department Head in advance.

Section 2. The CSEA Officer or their designated representative shall be allowed to solicit new membership as long as the work is not disrupted, and if off duty to provide notice.

ARTICLE IV / CSEA BUSINESS (CONTINUED)

Section 3. The CSEA shall provide to the City the list of names of CSEA Officers and/or other representatives. Such provision shall be on a yearly basis and/or whenever a change in an officer and/or designated representative occurs.

Section 4. The CSEA officers or designated representatives shall be allowed an aggregate total of ten (10) work days off per year with pay to attend CSEA conventions, workshops and other official functions of the CSEA. It is agreed that not more than one (1) officer or representative shall use this leave at the same period of time. It is further agreed to provide at least ten (10) work days advance notice for such leave and is subject to approval.

ARTICLE V BULLETIN BOARDS

The CSEA shall have the use of one bulletin board, in a mutually agreeable location, to post notices relating to meetings and official business only.

ARTICLE VI PAST PRACTICE

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer -- unless specifically excluded by this Agreement -- shall remain in full force and effect during the life of this Agreement.

ARTICLE VII MANAGEMENT RIGHTS

Section 1. Except where expressly limited by a specific provision of this Agreement, or applicable law, the City shall have the sole and exclusive right to direct and manage the Dispatchers of the City of Cohoes, including, but not limited to, the following rights: to determine the size, composition, and organization of the department and any sub-units therein; to determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and work schedules; to determine the work that is to be performed by the Department, its place of performance, and who is to perform it; to determine the assignments and job duties; to determine the Rules and Regulations governing

ARTICLE VII / MANAGEMENT RIGHTS (CONTINUED)

the Department; to determine when training or instructional programs are necessary; to determine the methods, means, equipment and personnel by which any and all Departmental Operations are to be conducted; to determine reasonable standards of performance; to determine practices and procedures with the efficient, disciplined and orderly operation of the Department; to discipline and discharge for just cause, to lay off personnel for lack of work or funds, or for the occurrence of conditions beyond the control of the Department; and from time to time, to change any or all of the above determinations and to exercise any other powers which, by statute, the City may have.

ARTICLE VIII SAVINGS CLAUSE

Section 1. If any Article or part thereof of this Agreement or any addition thereto is in violation of any federal, state or local law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

Section 2. If a determination of decision is made as per Section 1 of this Article, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE IX COMPENSATION

Section 1(a). Effective and retroactive to January 1, 2003, employees shall receive an increase in wages of (3%) as set forth in 1(d).

Section 1(b). Effective January 1, 2004, employees shall receive an increase in wages of three (3%) percent as set forth in 1(d).

Section 1(c). Effective January 1, 2005, employees shall receive an increase in wages of three (3%) percent as set forth in 1(d).

ARTICLE IX / COMPENSATION (CONTINUED)

Section 1(d). Salary Schedules:

	<u>HIRE</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>
1/1/03	9.83	12.06	13.26	14.44
1/1/04	10.11	12.42	13.66	14.87
1/1/05	10.41	12.79	14.07	15.32

Section 1(e). Communication Supervisor

<u>1/1/03</u>	<u>1/1/04</u>	<u>1/1/05</u>
\$17.88	\$18.42	\$18.97

Section 1(f). Experienced Hire

Effective January 1, 2003, employees hired with past experience in dispatcher emergency services may, at the sole discretion of the Chief, be recruited at the twelve (12) month salary level.

Section 2. Longevity Effective January 1, 2003 employees within the bargaining unit shall be entitled to longevity payments as follows:

<u>Years</u>	<u>Amount</u>
4	\$ 500
5	\$ 600
6	\$ 700
7	\$ 800
8	\$ 900
9	\$1000
10	\$1100

The payment shall be made annually, in a lump sum, in the employee's pay check following the employee's anniversary date.

Section 3. Shift Differential Only full-time communications employees working the 3:00 PM to 11:00 PM shift shall receive a pay differential of thirty (.30) cents per hour and those working the 11:00 PM to 7:00 AM shift shall receive a thirty-five (.35) cents per hour differential.

ARTICLE X
WORK DAY AND WORK WEEK

Section 1. The regular work day for Public Safety Dispatchers shall be eight (8) hours per shift and forty (40) hours per week in accordance with the attached sample schedule (Appendix "A").

ARTICLE X WORK DAY AND WORK WEEK / (CONTINUED)

Shift 1 - 11:00 PM - 7:00 AM
Shift 2 - 7:00 AM - 3:00 PM
Shift 3 - 3:00 PM - 11:00 PM

Section 2. Public Safety Dispatchers tentative yearly work schedules shall continue to be posted by January of each year.

Section 3. Swapping Shifts

All swapping must be approved by the Police Chief, or designee. As much notice as foreseeable shall be given.

The current form, outlining the individuals swapping and the shifts being swapped, shall be utilized.

The swapping of shifts shall not create overtime.

The employees swapping shifts are responsible for the time swapped. Should the employee who agreed to swap call in sick for the shift swapped, that employee will be charged for the time. Additionally, shall there be a compulsory hold over for overtime, the individual who worked the swapped shift may be required to stay and work the overtime.

Section 4. The regular workweek for the Communication Supervisor shall be determined by the Chief of Police, or his designee, and shall be subject to change. However, the parties agree that all effort shall be made to schedule the work of the Communication Supervisor between Monday and Friday. The regular workweek shall be forty (40) hours.

All hours worked by the Communication Supervisor in excess of eight per day or 40 per week shall be compensated at the rate of time and one-half of the regular rate.

ARTICLE XI **OVERTIME**

Section 1. All hours in excess of an employee's regular scheduled shift shall be compensated at the rate of time and one-half of the employee's regular hourly rate.

ARTICLE XI / OVERTIME (CONTINUED)

Section 2. There shall be no change to an employee's regular work day or work week to avoid the payment of overtime.

Section 3. Overtime shall be extended by seniority on a rotating basis among full-time Public Safety Dispatchers, including the Communication Supervisor, after first being offered to part-time Public Safety Dispatchers. Dispatchers shall be canvassed for such overtime as soon as the City is aware of the need for coverage.

Section 4. Except during an emergency as declared by the Mayor or Chief, no Public Safety Dispatcher or Communication Supervisor shall be required to work more than sixteen (16) consecutive hours without having at least eight (8) hours off before returning to work. In case of such an emergency, the hold over Dispatcher or Communication Supervisor shall be released as soon as another Dispatcher can be activated.

Section 5. In instances where overtime coverage cannot be filled using the above, the Public Safety Dispatcher or Communication Supervisor currently on duty and who is next in rotation for overtime shall be mandated to stay. The exception to this mandate would be if that Dispatcher has already worked sixteen (16) consecutive hours per Section 4. If the two (2) Dispatchers or Communication Supervisor that are on duty have both worked two consecutive eight (8) hour shifts, then the next Dispatcher in rotation shall be mandated to report to duty.

Section 6. Any legal absence provided by contract, sick day, vacation day, personal day, holiday, etc., shall be considered time worked for the purpose of computing overtime.

Section 7. Any employees shall be guaranteed two (2) hours of work at the rate of time and one-half for any emergency call-in, or court mandated appearance.

Section 8. An employee who works a full overtime shift shall receive ten (\$10) dollars additional pay for a meal allowance.

Section 9. In the absence of the regularly scheduled Dispatcher, the Communication Supervisor may, at the City's discretion and while on regular shift, perform the duties of Dispatcher for all or part of the shift. In such case the City shall not be required to have another Dispatcher report to duty.

Section 10. The Communication Supervisor shall be required to be available to the Department while off duty, and shall be subject to mandatory call-back at the sole discretion of the City. The Communication Supervisor shall receive, during the first pay period in July, a stipend of \$700.00 as consideration for wearing a beeper. The Communication Supervisor must wear the beeper at all times unless otherwise advised by the Chief or his/her designee.

ARTICLE XI / OVERTIME (CONTINUED)

Section 11. All Dispatchers and Communication Supervisors shall receive a meal allowance of \$14.00 per day when attending training outside the Counties of Albany, Rensselaer, Schenectady and Saratoga.

**ARTICLE XII
HOLIDAYS**

Section 1.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2. If an employee is not scheduled to work a holiday, such an employee shall be entitled to a day's wage for such holiday.

Section 3. An employee scheduled to work a holiday shall be paid at the rate of time and one-half (1 1/2) the employee's hourly rate plus the holiday pay. The employee's shift must end on the holiday to receive the holiday pay.

Section 4. An employee not scheduled but called to work on a holiday shall be paid at the rate of two (2) times the employee's hourly rate for the hours worked plus the holiday pay.

**ARTICLE XIII
SENIORITY AND VACANCIES**

Section 1. For employees hired prior to January 1, 1996, seniority shall be determined by the order of ranking from the Public Safety Dispatcher eligible list.

Section 2. For employees hired after January 1, 1996, seniority shall be determined by the date of permanent appointment from the eligible list.

Section 3. Whenever a vacancy or job opening occurs within the bargaining unit on any job assignment or work shift, the City shall post such notice on the Department bulletin board for at least five (5) calendar days prior to the filling of the vacancy or job opening.

ARTICLE XIII / SENIORITY AND VACANCIES (CONTINUED)

Section 4. Vacancies during the year shall be filled at the City's discretion.

Section 5. Shifts shall be bid annually on the basis of seniority by employees with permanent full time employment with the City for over one (1) year.

Section 6. In the event that a permanent full time employee is in need for remedial training, the City shall have the right to reassign the employee to another shift for such remedial training for a period not to exceed 2 weeks. It is further agreed that at least 1 weeks notice shall be given to the effected employees and the union.

ARTICLE XIV DISCIPLINE

Section 1.

A. Prior to any disciplinary interrogation or action the employee shall be advised they are the subject of an investigation and shall be given written notice of their right to union representation.

B. No permanent employee shall be disciplined except for misconduct or incompetency in accordance with Section 75 of the Civil Service Law. Such employee shall be served with a written notice of discipline and the specifications thereof together with the proposed penalty. Simultaneously, a copy of the notice shall be sent to the Unit President of the Association. Disciplinary Notices shall be signed by the Chief of Police or the Assistant Chief of Police.

C. The concept of progressive and corrective disciplinary action shall be followed when imposing discipline. In certain instances it is acknowledged that progressive discipline may not be warranted.

Section 2. In the event that an employee is suspended pursuant to Section 75, the employee may opt to utilize vacation credits during the initial 30 day waiting period before the Section 75 hearing.

ARTICLE XV
DISPUTES AND GRIEVANCES

The established procedure for processing contract disputes and grievances shall be the attached Appendix "B".

A copy of the grievance form sample is attached as Appendix "C".

ARTICLE XVI
LAYOFF AND RECALL

Section 1. In the event of any layoff and/or recall of competitive class employees, the City will follow the Cohoes Civil Service Rules, and where silent, the NYS Civil Service Law.

ARTICLE XVII
HEALTH, DENTAL AND VISION COVERAGE

Section 1a. The City will provide for all employees hired before January 1, 1999, 100% of employee's and eligible dependents' health insurance coverage. The coverage and benefits to be provided shall remain equivalent to the plan(s) currently in effect and as administered by the City of Cohoes. A copy of said plan(s) will be distributed to all bargaining unit employees, upon request.

b. For employees on the self-insured plan administered by the City, the employee deductibles for health insurance coverage will be as follows:

\$300.00 for individual coverage
\$400.00 for two person coverage
\$500.00 for family coverage

c. Employees on the self-insured plan will be liable for a co-pay on prescription drugs of 20% of the total cost of same. The prescription drug plan offered by the City as part of its self-insured plan shall include a formulary as determined by the City's administrator.

d. Employees hired after July 1, 2000, or employees who switch to the above plan after July 1, 2000, shall be liable for a co-pay on prescription drugs of 20%.

Section 2. Other insurance coverage will be offered through Capital District Physicians Health Plan or its equivalent.

ARTICLE XVII / HEALTH, DENTAL AND VISION COVERAGE (CONTINUED)

Section 3a. Employees hired between January 1, 1999 and July 1, 2000 shall contribute through payroll withholding, ten (10%) percent of what the City's premium would be for the HMO Plan selected. If the employee selects the City's self insured plan, the employee shall pay ten (10%) percent of the CDPHP rate.

b. For employees hired after July 1, 2000, employee contributions for health insurance premiums referenced in Section 3(a) shall be 20%.

Section 4. The City will provide for health insurance for employees who retire and who have 20 years of service and are retirement eligible. Contributions and coverage shall be at the same level as were in effect at the time of retirement.

Section 5. The City shall continue to pay to the CSEA Employee Benefit Fund the premium rates for the "Dutchess" Dental Plan and the "Platinum 12" Vision Plan for employees and their dependents.

Section 6. Health Insurance Buyout Those electing not to participate in any health insurance plan offered by the City and having alternative coverage, shall receive the sums listed below:

Eligible for Family Coverage	\$3,370
Eligible for Two Person Coverage	\$2,520
Eligible for Individual Coverage	\$1,260

For 2004 and thereafter, the election not to participate in any health insurance plan offered by the City shall be made during the month of November of the previous year and payment shall be made in December of the year for which coverage was declined.

For 2003 only, health insurance buy-out shall apply only to employees who had declined health insurance coverage as of June 1, 2003. Payment shall be 7/12 of the amount listed above.

Once an election is made to decline coverage, coverage will only be provided by the City if the person's alternative coverage is discontinued. In such case, the payment of the amounts listed above will be pro-rated. Each November, any person can elect to commence, maintain, or discontinue health insurance coverage pursuant to this section.

ARTICLE XVIII RETIREMENT

Section 1. The City shall make application with the New York State Retirement System requesting that all employees covered under this Agreement be granted the guaranteed minimum death benefit of three times the employee's annual rate of pay (rounded to the next higher multiple of one thousand) but limited to \$20,000, commonly known as the 60-E Plan. In any event, the City shall continue to provide the employees with a retirement plan at least equivalent to the New York State Retirement Plan commonly known as 75i presently in effect.
[NOTE: City to file proper paperwork]

Section 2. In no event shall employees who are members of the New York State Retirement Plan Tier III or Tier IV receive more or different benefits than those to which they are entitled pursuant to the provisions of Tier III of the plan. In the event that the "60-E" plan is inapplicable to Tier III or Tier IV employees, the City will provide term life insurance in a maximum amount of \$20,000 to be computed based on a benefit of three times the employee's annual rate of pay, as set forth in Section 1 above.

Section 3. In addition, all employees covered by this Agreement shall receive one day's pay per year of service up to fifteen (15) years of service and two day's pay for each year of service over fifteen (15) years, payable on retirement or death.

Section 4. Effective January 1, 1991, the City shall provide to all eligible employees the 41-J Rider of the New York State Retirement Plan.

ARTICLE XIX VACATIONS

Section 1. Employees with one year or more of continuous service shall be entitled to eighty (80) hours vacation; employees with more than three years of continuous service shall be entitled to one hundred and twenty (120) hours vacation.

In addition, employees with five (5) or more years service with the City shall receive additional vacation credits as follows:

ARTICLE XIX / VACATIONS (CONTINUED)

<u>Years of Service</u>	<u>Additional Vacation Credits</u>
6	8 hours
7	16 hours
8	24 hours
9	32 hours
10	40 hours
11	48 hours
12	56 hours
13	64 hours
14	72 hours
15	80 hours

(The above section shall apply based upon the implementation of an eight (8) hour shift set forth in Article X).

Section 2. Choice of vacations shall be by seniority within the shift. There shall be no more than two (2) employees on vacation at one time and not more than one (1) per shift.

Section 3. Requests for week long vacations should be submitted during the month of December for the following year. Approval shall be made on the basis of seniority for up to two (2) weeks request. Single vacation requests submitted after January 1, of each year shall be approved on a first come first serve basis and shall not be requested more than two (2) weeks in advance. If requests are submitted on the same day, then seniority shall determine approval.

Section 4. The Department Head may deny any vacation request based upon the needs of the Department as long as such request is not unreasonably denied.

Section 5. Vacations may be changed (exchanged) or canceled with prior written consent between the Police Chief or designee and employees involved. The parties further agree to discuss this issue at Labor-Management meetings.

Section 6. All vacations shall be taken in the calendar year during which the employee becomes entitled thereto, and no part of such vacation shall be carried over from one year to another unless the pressure of work in a particular department makes it impossible for the department head to grant a vacation during such year; in such case, the vacation period for that year, or any unused portion thereof, may be added to the vacation to which the employee is entitled during the following year.

ARTICLE XIX / VACATIONS (CONTINUED)

Section 7. Upon an employee's termination after having completed one year of service, the City shall pay said employee any earned and accumulated unused vacation credits, excepting that such payment shall not be made in the event the employee is discharged because of misconduct.

Section 8. Vacation will only accrue during periods "actually worked" and will not accrue during periods of layoff or an unpaid leave of absence.

ARTICLE XX **SICK LEAVE**

Section 1. Absence from duty by an employee of the City of Cohoes, by reason of their sickness or disability or sickness or disability in the employee's immediate family, shall be paid for as provided in this section and not otherwise. Absence from duty for such reasons, if duly granted by the department head, shall be considered and known as "sick leave".

Section 2. Employees shall be granted sick leave with pay of one and one half (1 1/2) working days per month or eighteen (18) working days per year.

Section 3. The working days a year to be allowed an employee for sick leave with pay may hereafter be accumulated at the rate above mentioned until a total of 1200 hours is reached and may be kept to his credit for future sick leave with pay.

(The above section 1-3 shall apply upon the implementation of the eight (8) hour shift set forth in Article X.)

Section 4. Upon becoming sick or disabled, an employee by virtue of employment or service after the effective date of this regulation may, during their sickness or disability, be granted sick leave with pay to the extent of the unused sick leave time which has accumulated.

Section 5. Where an employee because of sickness or disability is required to remain away from their employment beyond their sick leave allowance, the Department Head in their judgment may petition the Common Council that additional sick leave with pay be granted, due consideration being given to the employee's attendance record and performance on their job, and service prior to the effective date of this regulation. However, in no case shall sick leave with pay be granted to any such person in excess of 30 days in any one calendar year. The decision of the Common Council shall not be subject to the grievance procedure.

ARTICLE XX / SICK LEAVE (CONTINUED)

Section 6. Allowable and allowed sick leave time shall be considered for all purposes as continuous service, but, in the event of retirement, separation or death of an employee, their accumulated and unused sick leave time shall be capped at 60 days. This section shall not apply to employees separated because of misconduct.

Section 7a. Where an employee receives compensation under the Workers' Compensation Law on account of disability, they shall elect in writing whether they desire to have sick leave with pay during the period of disability for which they receive compensation. Such writing must be filed with the Department Head. In the event that they elect to take sick leave with pay during such disability, they shall, for the period of their disability not exceeding their accumulated and unused sick leave time, be paid the difference between what they receive as compensation and their regular rate of pay. The money which they are so paid shall be divided by their daily pay rate and the resulting number of days deducted from their accumulated sick leave time.

Section 7b. While on Workers' Compensation Leave for a period of ninety (90) days or less, an employee shall continue to accrue all benefits provided by this Agreement. After ninety (90) days in any calendar year, or continuous period of time, the employee shall be entitled to payment of the two-thirds (2/3) of full salary pursuant to Workers' Compensation and will continue to receive health insurance only and no other contract benefits.

Section 8. The Department Head may require a physician's certificate for any absence of more than three (3) consecutive work days. Where the illness or disability is of long duration, a physician's certificate may be required for each ten (10) days of continuous absence. The physician's certification must state the nature of the illness or injury and the expected duration of the illness/injury. Certifications failing to state the nature and duration of the illness or disability shall render it void.

The City may send an employee to a City designated physician, at the City's expense, after absences of 10 days.

Section 9. Where an employee has demonstrated a pattern of sick leave use, the employee shall be counseled by the Department Head, and shall be notified in writing that the employee may be required to provide a doctor's certificate for each future absence if the pattern of sick leave continues.

ARTICLE XX / SICK LEAVE (CONTINUED)

Such requirement of furnishing a doctor's certificate shall not exceed a 6 month period of time, unless at the end of the requirement period, the employee's time record is reviewed and there is an indication of continued use. The requirement of continuation or cessation thereof shall be documented in writing in the employee's file.

Section 10. Sick Leave Incentive Effective January 1, 2003, employees who utilize sick leave in accordance with the following schedule shall receive payment during July and January.

<u>DATE</u>	<u>HOURS</u>	<u>PAYMENT</u>
January 1 - June 30	0	\$300
	More than 0 to 8	\$200
	More than 8 to 16	\$100
July 1 - December 31	0	\$300
	More than 0 to 8	\$200
	More than 8 to 16	\$100

ARTICLE XXI
PERSONAL LEAVE

Section 1. Employees shall be entitled to five working days a year with pay for personal leave, said personal leave to be used by the employee for any purpose which they may see fit. Said personal leave, if not used during the year, shall not be carried over.

Section 2. Personal leave time shall be considered for all purposes as continuous service, but, in the event of resignation or discharge of any employee, their unused personal leave time shall be canceled and not paid for.

Section 3. It shall be the duty and responsibility of each and every employee to contact the Chief of Police, or designee in his absence at least one (1) day in advance of each absence for personal leave for any reason other than death or sickness in the family. In the event of death or sickness in the family, the employee shall contact the Chief on the initial day of each absence.

Section 4. For the year 2003 only, employees shall be entitled to use the equivalent of sixty (60) hours of personal time.

ARTICLE XXII
BEREAVEMENT LEAVE

Section 1. Employees shall be granted three (3) days bereavement leave with pay in the event of a death in the immediate family. Immediate family shall be defined as spouse, child, mother (natural or step), father (natural or step), brother, sister, grandparents, mother-in-law, father-in-law or any blood relative residing in the employee's household at the time of death. Such bereavement leave shall commence the day following death.

Section 2. One (1) day bereavement leave with pay shall be granted in the event of the death of a brother-in-law or sister-in-law or any other blood relative not covered in Section 1 for the purpose of attending the funeral.

Section 3. Bereavement leave time shall be considered for all purposes as continuous service. In the event additional time is needed, the employee shall be required to use other leave credits.

ARTICLE XXIII
UNIFORMS

Section 1. The City shall provide bargaining unit personnel with uniforms consisting of the following:

- 2 Khaki Pants
- 2 Long Sleeve Gold Shirts
- 2 Short Sleeve Golf Shirts
- 1 Belt
- 1 Pullover Fleece
- 1 Pair of Black Shoes (up to \$100)

Additional items not listed above may be purchased with the approval of the Chief of Police or Assistant Chief of Police.

Section 2. New employees shall be provided with the above referenced issuance within 8 weeks of hire.

Section 3. Effective January 1 of each year, the City agrees to allocate \$350.00 per year for uniform purchases. For employees hired after October 1 of any year, the allocation shall be \$200.00 the following January 1.

Section 4. The City and CSEA agree to address the issue of replacement of work or damaged uniform items and rental uniforms thru the Labor-Management Committee.

ARTICLE XXIII / UNIFORMS

Section 5. The City has the right to change the style of uniform.

Section 6. All issued items, in addition to the above, shall include an I.D. card, which shall be returned upon leaving City employment.

ARTICLE XXIV **DUE PROCESS HEARING PROCEDURE**

Where, because of statutory mandate or judicially imposed mandate, the Employer is required to hold a due process hearing, the procedure utilized by the Employer shall be as follows: The Employer shall appoint a Hearing Officer from a list agreed upon by the parties the Hearing Officer shall be appointed on a rotating basis. Each Hearing Officer shall have the authority to receive testimony in evidence, issue subpoenas and issue an opinion and award. The decision of the Hearing Officer shall be final and binding upon the parties. This Article shall not apply to administrative matters including, but not limited to, grievances, arbitrations or disciplinary matters covered by Section 75 of the Civil Service Law.

ARTICLE XXV **FAMILY & MEDICAL LEAVE OF ABSENCE POLICY**

Section 1. Purpose

To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family Medical Leave Act ("FMLA").

Section 2. Definitions

A. "Family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of leave per year under particular circumstances. Leave may be taken:

- * Upon the birth of the employee's child;
- * Upon placement of a child with the employee for adoption or foster care;

ARTICLE XXV / FAMILY & MEDICAL LEAVE OF ABSENCE POLICY
(CONTINUED)

- * When the employee is needed to care for a child, spouse or parent who has a serious health condition; or
- * When the employee is unable to perform the functions of his/her position because of a serious health condition.

Note: That an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period beginning on the date of birth or placement unless the employer permits a longer time.

B. "A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

1. Any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or
2. Any period of incapacity that requires absence from regular daily activities of more than three days and that involves continuing treatment by (or under supervision of) of a health care provider.

C. "Leave" time may be paid or unpaid, see discussion below.

Section 3. Responsibility

Each Department Head is responsible for ensuring that this policy is communicated to the employee. Questions regarding the intent and interpretation of this policy shall be directed to the Office of the Corporation Counsel.

Section 4. Scope

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

Section 5. Eligibility

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding in the commencement of the leave.

ARTICLE XXV / FAMILY & MEDICAL LEAVE OF ABSENCE POLICY
(CONTINUED)

Section 6. Leave of Absence: Paid or Unpaid

A. For the adoption, or birth or care of child, parent or of a spouse, an eligible employee must use accrued vacation, personal leave time and sick time.

B. For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave.

C. In the event the eligible employee has not accrued leave to his/her credit, the leave provided under this policy will be unpaid.

Section 7. Extension of Leave

In the event an employee requires leave in excess of the 12 week maximum described herein, the Department Head, at the Department Head's discretion, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

Section 8. Permission and Documentation

A. The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The Employer may require a second medical opinion and obtain periodic recertifications (at its own expense). If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

B. If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

C. Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

ARTICLE XXV / FAMILY & MEDICAL LEAVE OF ABSENCE POLICY
(CONTINUED)

Section 9. Notification and Reporting Requirements

A. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operation of the Employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

B. The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

Section 10. Coverage

A. Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

B. The Employer may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

C. Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

D. In the event that an employee elects not to return to work upon completion of an approved unpaid family medical leave of absence and the employee so notifies the Employer, the Employer may recover from the employee the cost of the premium paid to maintain the employee's health insurance coverage, except where the family and medical leave had been paid leave.

Section 11. Procedures

A. Completion of Request for Family and Medical Leave of Absence Notice:

A request for Family and Medical Leave of Absence must be originated in duplicate by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the Department Head for proper approval, and forward to the Office of the Corporation Counsel. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

ARTICLE XXV / FAMILY & MEDICAL LEAVE OF ABSENCE POLICY
(CONTINUED)

B. All request for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

- 1) The date on which the serious health condition commenced;
- 2) The probable duration of the condition;
- 3) The appropriate medical facts within the knowledge of the health care provider regarding the condition.

C. In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.

D. For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.

E. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Section 12. Return To Duty

An employee returning from leave as covered by this policy is entitled to the same position held when leave began.

Section 13. Effect of Labor Agreement

It is the intent of the employer to provide the standards as articulated in the federal FMLA and as detailed herein.

Section 14. Change in Policy

The City reserves the right to modify this policy as necessitated by law.

ARTICLE XXVI
PERSONAL HISTORY FILES

Section 1. An employee shall have the opportunity to review their personal history file in the presence of an appropriate Official or the City upon five (5) work days written notice to the Fire Chief.

Section 2. Employees shall be notified of all derogatory material, in reference to employment activities, placed in their personnel folder at the time of placement. Employees may also submit a rebuttal of reasonable length on any such derogatory material placed in their personnel folder.

ARTICLE XXVII
INDEMNIFICATION CLAUSE

The City will provide legal and financial protection for members of the bargaining unit sued for action taken in the course of his/her employment pursuant to Public Officers Law, Section 18.

ARTICLE XXVIII
LABOR-MANAGEMENT COMMITTEE

Section 1. The City of Cohoes and the Civil Service Employees Association Unit shall form a Labor-Management Committee to meet, as needed and as requested by either party in writing, and make a sincere effort to resolve the problems both within and outside of the present contract that exists between the two parties. The Committee shall be comprised of two (2) representatives from the Union and two (2) representatives from the City.

The parties agree to exchange written agendas at least one (1) week prior to the meeting.

ARTICLE XXIX
LEGISLATIVE ACTION

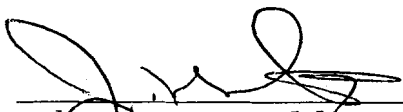
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXX
DURATION

This Contract shall become effective January 1, 2003 and shall continue in effect until December 31, 2005. Both parties agree to reconvene by September 15, 2005 for the purpose of negotiating a new agreement. In the event a new contract is not agreed to, the provisions of this Contract shall continue in effect until such new agreement is reached.

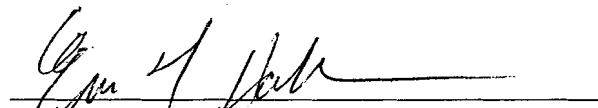
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 18th day of NOVEMBER 2003.

FOR THE CITY OF COHOES

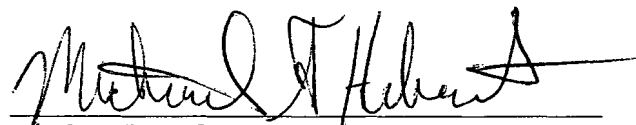


John T. McDonald III
Mayor

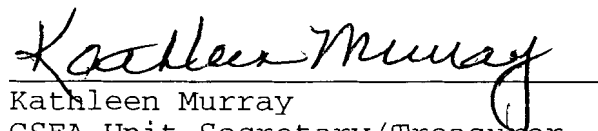
FOR THE CITY OF COHOES
PUBLIC SAFETY DISPATCHERS UNIT
OF THE ALBANY COUNTY LOCAL #801



Eric T. Halloran
CSEA Unit President



Michael Hebert
CSEA Unit Vice President



Kathleen Murray
CSEA Unit Secretary/Treasurer



John Cummings
Labor Relations Specialist

COMMUNICATIONS SCHEDULE- 8 HOUR SHIFTS

	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T
SUPERVISOR						0	0						0	0						0	0						0	0		
1ST PLATOON																														
A		0				0	0				0				0					0	0				0				0	
B				0				0				0	0					0			0					0	0			
C	0				0				0				0	0					0			0					0	0		
COVERAGE	2	2	3	2	2	2	2	2	2	3	2	2	2	2	2	2	3	2	2	2	2	2	2	2	3	2	2	2	2	2
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COVERAGE	2	2	3	2	2	2	2	2	2	3	2	2	2	2	2	2	3	2	2	2	2	2	2	2	3	2	2	2	2	2
3RD PLATOON																														
A		0				0	0				0				0					0	0				0				0	
B				0				0				0	0					0			0					0	0			
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COVERAGE	2	2	3	2	2	2	2	2	2	3	2	2	2	2	2	2	3	2	2	2	2	2	2	2	3	2	2	2	2	2
EXTRA			0					0					0	0			0				0						0	0		
PART-TIME																														

APPENDIX "A"

-25-

COMMENTS

APPENDIX "B"

DISPUTE AND GRIEVANCE PROCEDURE

Section 1. Declaration of Principle

It is the intent of the City and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that this procedure must be available without any fear of discrimination because of its use.

Every employee shall have the right to present their grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination of reprisal, and shall have the right to be represented at all stages of the grievance procedure.

Section 2. Definitions

a) A "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative order or work rule or any other condition of employment which relates to or involves the employee.

b) An "employee" shall mean any person in the unit covered by this Agreement.

c) The "Association" shall mean the CSEA.

d) An "aggrieved party" shall mean the employee or group of employees who submit a grievance or on whose behalf it is submitted or the Association.

e) "Department Head" shall mean the Police Chief or his designee.

f) "Days" shall mean all days other than Saturdays, Sundays and legal holidays.

Section 3. Submission of Grievances

STEP 1

a) An employee who claims to have a grievance shall present their grievance to the Department Head, in writing within ten (10) days after the grievance occurs or when the employee should have known.

APPENDIX "B" (CONTINUED)

b) Within ten (10) days after the presentation of the grievance, the Department Head shall make their decision and communicate the decision to the employee presenting the grievance, and to the employee's representative, if any.

STEP 2

a) If the aggrieved party is not satisfied with the response of the Department Head, the aggrieved party may forward the grievance to the Mayor within ten (10) days.

b) The Mayor or designee, shall meet with the aggrieved party and issue a written decision not later than fifteen (15) days following receipt of the grievance appeal.

FINAL STAGE

If CSEA is not satisfied with the decision of the Mayor or nominee, it may, within twenty (20) days of receipt of the decision or date it should have been received, thereafter refer the grievance to binding arbitration through the Public Employment Relations Board. The decision of the Arbitrator shall be final and binding. The City and CSEA agree to share equally the cost of the Arbitrator.

Section 4. General Considerations

a) Class grievances submitted by the Association shall commence at Step 2.

b) Any meeting or any stage in the grievance procedure may be waived if both parties consent.

APPENDIX "C"
CONTRACT GRIEVANCE

NAME:

TITLE:

PROVISION OF CONTRACT VIOLATED (IF APPLICABLE):

STATEMENT OF FACTS:

REMEDY SOUGHT:

Signature / Date

APPENDIX "D"

FLOATER POSITION

The City intends but shall not be required to assign a "floater" to the communications divisions who shall have no permanently assigned shift and the City shall be permitted to require "floaters" to work any shift as circumstances warrant. It is the intention of the parties that "floaters" be used to cover vacancies due to time off and all other absence to reduce the need to call in dispatchers for overtime. Therefore, floaters may be required to work all shifts the same work week and assigned days off may be changed with proper notice.

Parties agree that the least senior full time dispatcher will be assigned to the floating position unless a more senior dispatcher bids the position. The "floater" must receive at least twenty-four (24) hours notice before a schedule change.