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#### **Contract Database Metadata Elements**

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RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUN 14 2005

REPRESENTATIVE

**AGREEMENT**

By And Between The

**TOWN OF ROSENDALE**

And The

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

On Behalf Of The

**TOWN OF ROSENDALE POLICE DEPARTMENT MEMBERS**

**January 1, 2002 Through December 31, 2003**

**RECEIVED**

JUN 15 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## ARTICLE I - CONDITIONS AND SCOPE OF AGREEMENT

The Town of Rosendale Town Board, hereinafter known as the "Employer", consistent with its policy and the Public Employees Fair Employment Act of the State of New York, in furthering a more harmonious and cooperative relationship between its employees, administrators and the members of the Town Board, which will enhance the operational program of the Rosendale Police Department, with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and hereby agrees to recognize the United Federation of Police Officers, Inc., hereinafter referred to as the "Union", located at 540 North State Road, Briarcliff Manor, New York 10510, as the sole and exclusive bargaining representative of all the Town of Rosendale Police Department members employed in the following classifications:

Including: All full-time and regular part-time members in the following titles:

Police Officer  
Sergeant  
Investigator  
Dispatcher  
Clerk

Excluding: Chief of Police and all other employees

## ARTICLE II - UNION SECURITY

A) General:

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

B) Check-off of Dues / Agency Shop:

Under the "Taylor Law" membership in this Union is mandatory.

1) The Employer agrees to deduct from all regular employees who are covered by this Agreement the initiation fees, dues and uniform assessments of the Union, agrees to make such adjustments in said dues as the Union may prescribe, and agrees to remit same to said Union, all such deductions prior to the end of the following month for which such deductions are made. Written authorization by the employee is to be furnished in the form approved by the Employer.

2) In accordance with the policy set forth above and under this Section, all employees, part-time and full-time, shall pay to this Union an amount of money equal to that paid by other employees in the bargaining unit which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence in thirty-one (31) days following the effective date, or on the date of execution of this Agreement, whichever is the later, and for new employees the payment shall start thirty-one (31) days following the first date of employment.

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

4) Delegate and Steward - The Employer recognizes the right of the Union to designate a Delegate to its legislative sessions, a Shop Steward and alternates. The Union shall notify the Employer in writing of the names of the designated Delegates. Attendance at said sessions shall be predicated on affording the Town reasonable prior notice of said meeting(s).

(a) The authority of the Shop Steward and alternate(s) so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

i) the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

ii) the transmission of such messages and information which shall originate with, and are authorized by, the Union or its Officers, provided such message and information:

1 - Have been reduced to writing or

2 - If not reduced to writing, are of routine nature and do not involve a refusal to perform work assignments.

3 - The Delegate/Shop Steward shall not be subject to, or restricted by, Departmental Rules/Regulations while functioning in said capacity for the length of the contract.

iii) The Employer recognizes these limitations upon the authority of a Shop Steward and his alternate(s), and shall not hold the Union liable for unauthorized acts.

(b) The Delegate or his alternate, if appointed by the Union and in existence within the unit, by the Union shall participate in Union legislative functions according to the Union by-laws and shall assist Union activities and grievances where requested to do so, in accordance with his usual and customary Union duties. (meetings, seminars, hearings, etc.)

(c) The Delegate and/or Shop Steward and their alternates shall be granted up to five (5) days total per year, to be divided among them by their agreement, for Union-related business, and such time is not to be deducted from other benefit days as provided by the contract. Notice shall be given as far in advance as practicable to Management of the days to be taken, and said notice shall be given no later than forty-eight (48) hours in advance.

### **ARTICLE III - MAINTENANCE OF STANDARDS**

A) It is understood that any policy or procedure change affecting terms and conditions of employment of the bargaining unit may not be changed without the voluntary mutual consent of the United Federation of Police Officers, Inc. on behalf of the Town of Rosendale Police Department. The Rules and Regulations of the Rosendale Police Department, as they currently exist, will remain in effect until such time as the Town Board, upon recommendation of the Rosendale Police Commissioners, amends or revises said Rules and Regulations or adopts new Rules and Regulations. Changes shall be submitted to the bargaining unit representative as they are made. A current copy will be available for said representative to review.

B) A PAST PRACTICE will be any practice or rule relating to a condition of employment which is established by:

- Its clarity, consistency
- longevity and repetition
- acceptability and mutuality

There will be no change in such condition without first having obtained agreement and consent of the United Federation of Police Officers, Inc.

### **ARTICLE IV - RETIREMENT**

A) All members of this bargaining unit shall be covered by Section 384-(d), with rider for Section 384-(e), of the Retirement and Social Security Law or any subsequent amendment thereto under the New York State Policemen's and Firemen's Retirement System.

B) The cost of the aforesaid retirement plan shall be fully funded by the Town of Rosendale [Section 375-(c), Section 384-(e)].

### **ARTICLE V - SENIORITY, LAYOFF, RECALL AND PROBATION**

A) Seniority and Continuity:

Seniority shall prevail in that the Employer recognizes the general principle that full-time police officers shall have preference as to employment within grade, providing that the senior officer is qualified to perform such work.

1) Seniority:

Seniority is determined:

- a) by rank or
- b) by continuous service in rank
- c) by date of employment to rank or previous ranks
- d) by date of appointment to the Department

2) Civil Service Continuity, Lateral Transfers:

Employees transferred in from other police agencies, in accordance with Section 153 Town Law, shall be placed on salary schedule and benefit entitlement for all service as a civil service police officer, inclusive of longevity, benefits, etc.

Appendix A – Memorandum of Agreement

Memorandum of Understanding

by and between

The Town of Rosendale Police Department

and

The United Federation of Police Officers, Inc.

on behalf of

The Town of Rosendale Police Officers

Amendment/Clarification to Contract, Article V (A) (3) Seniority

The above-mentioned parties agree to the following:

Fulltime scheduled shifts shall be assigned on a monthly basis by seniority.

Following the completion of the monthly schedule, vacancies that occur shall be assigned and filled based on seniority, beginning with the senior most full time member.

Dated: February 12, 2003 at Rosendale, New York

/s/ Phil Terpening, Town Supervisor

/s/ Ralph M. Purdy, President

/s/ Lynn Waddell, PBA

- 3) It is agreed between the parties that seniority shall prevail when scheduling shifts, coverage and vacancies for full-time and part-time police officers.

Effective January 27, 2003, all shifts, coverage and vacancies shall be awarded, assigned and filled on the basis of seniority as set forth herein. In making such award or assignment, the Chief of Police shall first offer the shift, coverage or vacancy to the full-time officers in order of seniority, with the most senior officer being the first to receive such offer. If no full-time officer wishes to be awarded or assigned said shift, coverage or vacancy, then, in such event, the Chief of Police shall offer the same to part-time officers in order of seniority, with the most senior officer receiving the first offer.

B) Loss of Seniority and Employment:

Seniority shall be broken by:

- a) Lawful discharge
- b) Voluntary separation for more than one (1) year

C) Reduction in Force and Recall:

- 1) If it becomes necessary to reduce the working force, police officers will be excessed in accordance with the seniority clause, and shall be given at least fifteen (15) working days prior notice thereof.
- 2) Any bargaining unit members placed on a preferred eligibility list due to a reduction in force, shall receive first priority for part-time hours in the Town of Rosendale Police Department
- 3) Prior to adopting any resolution to terminate the employment of any bargaining unit member pursuant to this provision, the Town Board will give the Union, PBA President and Shop Steward notice, in writing, that such resolution will be voted upon by the Board, and afford the Union an opportunity to present its views with respect to such proposed determination in advance of such time that such proposal is to be voted on. The Board will consider and respond to the Union's proposals.
- 4) When the force is again increased, full-time police officers are to be returned to work in the reverse order of the reduction in force.
- 5) In the event of a recall, the excessed police officers shall be given notice of recall by telegram, or certified mail, sent to the last known address. Within three (3) calendar days after tender of delivery or attempted delivery, the bargaining unit member must notify the Town Board by telegram, registered or certified mail of his intent to return to work, and must actually return to work within seven (7) days after tender or attempted delivery of such notice, unless it is mutually agreed to extend the period. If the bargaining unit member fails to comply with the above provision, he shall be declared a voluntary quit, and will lose all seniority rights of employment.



D) All new employees shall serve a probationary period of 12 months, as stated in standard operating procedure manual.

## **ARTICLE VI - INDEMNIFICATION AND FALSE ARREST**

The Town of Rosendale shall assume all risks incidental to the operation of the Police Department, and will indemnify any of the bargaining unit members against damages and legal defense costs for all claims or actions arising from any accident, injury or damage whatsoever to any persons or property, arising in the lawful discharge of their duties within the scope of their employment and such claims or actions thereon. The Town of Rosendale's obligation shall extend to those matters set forth in the Public Officers Law, Section 8-2 of the Code of the Town of Rosendale, known as Local Law #2, 1983, entitled "Defense in Civil Litigation of Town Officers and Employees".

## **ARTICLE VII - SICK LEAVE**

A) Sick Leave:

1) Allocation of sick leave - Each full-time bargaining unit member shall receive twelve (12) sick days per year. The term "year" shall be defined as calendar year, commencing January 1.

2) Use of Sick Leave - Sick leave may be used for personal illness and/or illness in the immediate family.

3) Approval of Sick Leave - All sick leave shall be granted by the Chief of Police and/or his designee at the time of request.

4) Reporting Procedures - Any bargaining unit member eligible for sick leave who cannot report to duty because of illness or disability shall immediately notify the Chief of Police and/or his designee and shall state the nature of the illness or disability as applicable. If a bargaining unit member eligible for sick leave cannot notify the Chief of Police and/or his designee because of the serious nature of the illness or disability, a responsible person may make the report on behalf of the bargaining unit member. All bargaining unit members must notify absence from duty.

5) Extension of Sick Leave Benefits - When a bargaining unit member eligible for sick leave, because of illness or disability, remains away from his duty beyond his sick leave allowance, the Town Board may grant additional sick leave with pay to the bargaining unit member.

6) Request for Verification - A physician's certification shall be required after the bargaining unit member eligible for sick leave has been on sick leave for more than three (3) consecutive days. The Chief of Police and/or his designee may require a physician's certification in other cases. The Chief of Police will be responsible for supplying the Town Supervisor's office with a copy of said certification for payroll record keeping purposes.

7) Records of Sick Leave Expenditure - It shall be the responsibility of the department head and/or his designee to keep an accurate record of all sick leave accumulations on such forms

prescribed by the Town Board, so that a report of same can be furnished upon request of the Town Board.

8) Sick Leave/Worker's Compensation - In a case in which a bargaining unit member is entitled to payments under the Worker's Compensation Law and Town disability insurance, said law will be consulted for criteria in making proper sick leave benefits to the bargaining unit member.

B) Accumulation of Sick Leave:

1) Maximum Accumulation - Full-time bargaining unit members may accumulate unused sick leave to a maximum of thirty (30) days while employed by the Town.

2) Sick leave may be accumulated for buy back purposes from the Town. The Town will buy back unused sick time at fifty (50%) percent of the employee's rate of pay at the time of the buy back with the maximum of thirty (30) days while employed by the Town.

#### **ARTICLE VIII - PERSONAL LEAVE**

A) Allocation of Personal Leave - Three (3) days per year shall be granted to each full-time bargaining unit member for the use of personal or family business purposes. The term "year" shall be defined as calendar year commencing January 1.

B) Accumulation of Personal Days - Unused personal leave not taken during the calendar year may not be accumulated in subsequent years.

C) Request for Personal Leave - Requests for personal leave days shall be submitted in writing to the Chief of Police, and/or his designee, within one (1) day prior to said bargaining unit member's absence, except in cases of emergency. In cases of emergency, all applications and/or requests may be made to the Chief of Police, and/or his designee, orally.

D) Minimum Increments - The smallest increment of personal leave that can be taken is one-half (.5) day.

#### **ARTICLE IX - BEREAVEMENT/FAMILY LEAVE**

A) Allocation of Bereavement/Family Leave - All bargaining unit members shall be entitled to three (3) consecutive days absence from employment with pay for each death, commencing with the date of death, in the immediate family of the bargaining unit member. Such time will not be charged to benefit time.

Immediate Family Defined: spouse, mother, father, in-laws, children, grandparents and anyone residing in said household.

B) All bargaining unit members shall be entitled to one (1) day off (Day of funeral only) for any other family member as follows: aunt, uncle, nephew and niece.

**ARTICLE X - HOLIDAY PAY**

A) Allocation of Holiday Pay - Each full-time bargaining unit member employed by the Town of Rosendale Police Department shall be paid for fourteen (14) designated holidays per year, whether said holidays are worked or not.

B) Designated Holidays:

- |                              |                            |
|------------------------------|----------------------------|
| 1. New Year's Day            | 8. Columbus Day            |
| 2. Martin Luther King Jr Day | 9. Election Day            |
| 3. President's Day           | 10. Veteran's Day          |
| 4. Good Friday               | 11. Thanksgiving Day       |
| 5. Memorial Day              | 12. Day after Thanksgiving |
| 6. Independence Day          | 13. Christmas Day          |
| 7. Labor Day                 | 14. Easter Sunday          |

C) Establishment of Recognized Dates - The recognized dates for holidays shall be established and set annually at the Town of Rosendale reorganization meeting, or should said Town Board not establish said dates at that time, then the holiday schedule will be the same as that set by the County of Ulster.

D) Remittance of Holiday Pay - The holiday pay is to be remitted, to the bargaining unit member in a lump sum on the first pay day following the holiday. If the bargaining unit member eligible for holiday pay works said holiday(s), the bargaining unit member shall be paid at the rate of time and one-half (1.5) and shall receive compensatory time for the number of hours worked during the holiday. If said bargaining unit member does not work on said holiday, the bargaining unit member shall receive compensatory time equal to eight (8) hours for each holiday not worked.

E) Provisional Full-time Bargaining Unit Members - Provisional full-time bargaining unit members shall be entitled to holiday pay for any holidays falling during said status.

F) Part-time members that work a holiday shall be paid at the rate of time and one-half (1.5).

**ARTICLE XI - VACATION**

A) Allocation of Vacation - For Full-time Bargaining Unit members:

- |  |                 |
|--|-----------------|
| 1) After one (1) year of employment -----    | 5 working days  |
| 2) After two (2) years of employment -----   | 10 working days |
| 3) After five (5) years of employment -----  | 15 working days |
| 4) After fifteen (15) years of employment -- | 20 working days |
| 5) After twenty (20) years of employment--   | 25 working days |

B) Accumulation/Unused Vacation - All vacation shall be taken in the calendar year during which the bargaining unit member becomes entitled thereto, and no part of such vacation shall be carried over from one year to another, unless the efficient operation of the Police Department precludes the approval of the initial vacation requested by the bargaining unit member. In such case, the unused vacation for that year, up to a maximum of ten (10) days, shall be added

to the vacation allotment to which the bargaining unit member is entitled during the following year. Any additional unused vacation time shall be paid to the bargaining unit member at the end of the calendar year in which it should have been taken.

C) Vacation Schedule - A vacation schedule will be posted, and bargaining unit members eligible for vacation will have preference in choosing vacation based on seniority as defined by the Agreement. Vacation selection and approval are to be based on maintaining the efficient operation of the Town of Rosendale Police Department.

D) Process of Selection - If a full-time bargaining unit member does not post his vacation choice in a timely fashion as agreed upon, the choice will revert to the next person on the seniority list.

E) Change/Exchange of Vacation - Bargaining unit members eligible for vacation will be permitted to change or exchange vacation assignments, providing the Police Department is adequately staffed with personnel. Such change or exchange must be made in writing to the Chief of Police and/or his designee.

## **ARTICLE XII - OVERTIME**

A) Overtime Rate - Full-time members: All full-time bargaining unit members shall be entitled to one and one-half (1.5) their normal pro-rated hourly pay or the equivalent in compensatory time for work performed in excess of eight (8) hours per day.

B) Overtime Rate - Part-time members: All part-time bargaining unit members shall be entitled to one and one-half (1.5) their normal hourly rate of pay for all hours in excess of eight (8) hours per day.

C) Approval of Overtime - All overtime must receive at least prior verbal approval from the Chief of Police and/or his designee unless circumstances preclude such approval.

D) Overtime - All bargaining unit members, except as indicated in this Section, shall be entitled to a minimum of four (4) hours of overtime for each time they must spend off-duty hours on related Town business, as designated by the Department.

E) Assignment of Overtime - In the event all eligible bargaining unit members refuse the overtime, the Chief of Police and/or his designee shall assign an eligible bargaining unit member to work, starting with the least senior full-time bargaining unit member when possible.

F) Court time/Department meetings - All bargaining unit members shall be entitled to a minimum of three (3) hours overtime for job-related appearances in the Town of Rosendale Court, or Department meetings, during their off-duty hours.

## **ARTICLE XIII - INJURY/ILLNESS ON THE JOB - Section 207-C - General Municipal Law**

A) Payment for Absence - All bargaining unit members injured while on the job and/or who become ill on the job because of job-related circumstances, shall be paid pursuant to the requirements of Section 207-C of the General Municipal Law, and the Worker's Compensation Board, as applicable.

**B) Procedures - If the bargaining unit member is injured or becomes ill (job-related), said bargaining unit member must comply with the following procedures, pursuant to General Municipal Law Section 207-C:**

- 1) Bargaining unit members must file an incident report within twenty-four (24) hours (if possible) with their immediate supervisor, and the Chief of Police and/or his designee, including the specific date of incident, time, location and information pertaining to same.
- 2) After being examined by his own physician (hospital, emergency room, etc.) regarding job-incurred injury/illness, the bargaining unit member will submit to the Chief of Police and/or his designee a copy of the doctor's report, and the bargaining unit member will inform the Town Board and personnel office as to the nature of the injury/illness, the status of same and when the bargaining unit member is anticipated to be able to return to work.
- 3) While the bargaining unit member is out injured/ill, the Town of Rosendale shall not deduct any benefit time, e.g.; sick leave, vacation, personal leave, etc.; and shall pay the bargaining unit member his weekly salary absent any accruals of benefit time, holidays, etc.
- 4) When said bargaining unit member is permitted by his doctor to return to work, the bargaining unit member shall submit in writing his physician's report, stating that the bargaining unit member is fit to return to work. If in the future said bargaining unit member becomes ill due to the former injury/illness, he shall not call in sick, but put the Chief of Police and/or his designee on notice that the bargaining unit member is out due to his past injury/illness (207-C), and the same procedure shall be instituted while the bargaining unit member is out injured/ill.
- 5) If the Town Board disagrees with the bargaining unit member's physician's medical findings, the Town Board may request said bargaining unit member be examined (at no cost to the bargaining unit member) by a physician of the Town Board's preference.
- 6) If the Town Board's physician disagrees with the findings of the bargaining unit member's physician, the Town Board may then take such action as is indicated in General Municipal Law Section 207-C.

#### **ARTICLE XIV - OUTSIDE EMPLOYMENT**

Terms of Outside Employment - Members of the bargaining unit shall be entitled to accept outside employment provided such employment does not interfere in the performance of their duties with the Town of Rosendale Police Department; further provided that such outside employment does not present any conflicts of interest in the work schedule or in terms of the nature of their work; and further provided that Town police identifying uniforms, badges and equipment are not to be utilized.

#### **ARTICLE XV - REIMBURSEMENT**

Terms of Reimbursement - The Town of Rosendale shall reimburse the bargaining unit members for reasonable costs of replacement or repair of dentures, eyeglasses, hearing aids and similar bodily appliances not covered by Worker's Compensation and/or General Municipal

Law 207-C which are destroyed, damaged or lost as a result of police activity when the Town of Rosendale police are on duty status and acting within the scope of employment. The Town will also reimburse bargaining unit members for reasonable cost of repair or replacement of uniforms, clothing or other personal property damaged or destroyed in the line of duty. Determination of the extent of repairs and/or replacement to be covered will be made by the Chief of Police and approved by the Town Board and/or Supervisor.

## **ARTICLE XVI - EQUIPMENT**

### **A) Defective Equipment:**

1) Use of Defective/Unsafe Equipment - The Town of Rosendale shall not require any bargaining unit member to operate, nor shall any bargaining unit member operate on the streets or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed. It shall not be a violation of Rules/Regulations wherein bargaining unit members refuse to operate such equipment unless such refusal is proven to be unjustified.

2) Reporting Defective Equipment - Bargaining unit members shall immediately or at the end of their shift report any and all defects in equipment. This shall be done in writing. The bargaining unit member shall not be asked or required to take out or use equipment that has been properly reported by any other bargaining unit member as being unsafe, unless such equipment has been inspected by a recognized certified expert and the defect has been repaired or declared not to exist by such expert.

3) Vehicle Replacement - The Town of Rosendale agrees as near as possible to replace its vehicles on a regular schedule, based on the safety condition of each vehicle as recommended by the Chief of Police and/or his designee and as determined by the members of the Town Board.

4) Equipment in Vehicles - Each vehicle on duty shall be equipped with the following:

- a) One (1) full cage in each marked vehicle
- b) One (1) reflective vest
- c) One (1) ambu bag
- d) One (1) tape measure
- e) One (1) scanner
- f) One (1) first aid kit
- g) One (1) blanket
- h) One (1) fire extinguisher
- i) Flares
- j) Banner tape
- k) Rubber gloves

## **ARTICLE XVII - UNIFORMS/UNIFORM EQUIPMENT**

### **A) Uniforms/Equipment**

1) The Town of Rosendale shall supply, at no cost to the bargaining unit member (full & part-time) all initial uniforms as applicable to the bargaining unit member's job. At no cost to

full-time bargaining unit members, the Town shall also provide the initial issue of all necessary equipment. The list of required uniforms and equipment is set forth as follows:

a) Full-time police officers: (uniform)

- 1) One (1) pair footwear
- 2) Four (4) summer weight short sleeve shirts
- 3) Four (4) winter weight long sleeve shirts
- 4) Four (4) pair of pants
- 5) Two (2) ties and/or turtle necks
- 6) One (1) winter weight jacket with liner
- 7) One (1) pair of winter uniform gloves
- 8) One (1) regulation hat
- 9) Two (2) badges & ID card
- 10) One (1) bullet-proof vest

b) Full-time police officers: (equipment)

- 1) One (1) gun belt
- 2) One (1) inner belt
- 3) One (1) holster
- 4) One (1) set of handcuffs & case
- 5) One (1) o c spray
- 6) One (1) NYS-approved soft body armor with cover
- 7) One (1) handgun, magazines and ammunition
- 8) Four (4) belt keepers

c) Part-time police officers: (uniform)

- 1) Two (2) summer weight short sleeve shirts
- 2) Two (2) winter weight long sleeve shirts
- 3) Two (2) pair of pants
- 4) One (1) tie and/or turtle neck
- 5) One (1) winter weight jacket with liner
- 6) One (1) regulation hat
- 7) Two (2) badges & ID card
- 8) One (1) bullet-proof vest

d) Part-time police officers: (equipment)

All part-time police officers will be required to purchase their own equipment.

e) All officers supplied with a bullet proof vest shall be replaced every five (5) years or sooner as needed.

2) A) The type and kind of all equipment, for both full-time and part-time bargaining unit members shall be subject to approval of the Police Commissioners.

B) All bargaining unit members hired after ratification of this Agreement who are provided with any uniforms and/or equipment at the expense of the Employer and who do not complete three consecutive calendar years of service with the Employer, shall reimburse the Employer for the expense of any uniforms and/or equipment not returned to the Employer in a condition useable

by another bargaining unit member. The Employer shall determine the useability of any such uniforms and/or equipment.

C) Change in Equipment/Uniform - If the Town of Rosendale decides to add, replace or change en-masse a piece of equipment of the bargaining unit member's uniform, said cost shall be borne by the Employer.

D) Replacement Uniform Allotment - After the first two years of employment, the Employer shall pay to each bargaining unit member the following amounts for the purchase of replacement uniforms by bargaining unit members:

Full-time employees - \$300.00

Part-time employees - \$150.00

Said payments shall be made within thirty (30) days of the anniversary date.

E) Dry Cleaning - The Town shall pay the expense of dry cleaning of uniforms for all bargaining unit members.

F) In addition to the equipment provided for elsewhere in this Article, the Town will supply at least six (6) operable flashlights and six (6) regulation raincoats to be used as needed by bargaining unit members.

#### **ARTICLE XVIII - LIFE INSURANCE**

A) Provision for Life Insurance - The Town of Rosendale shall provide, at no cost to employees of the Town of Rosendale Police Department, life insurance and/or death benefits.

B) Face Amount of Policy - The face amount per bargaining unit member eligible for such insurance shall be ten thousand dollars (\$10,000.00).

#### **ARTICLE XIX - HEALTH INSURANCE**

A) Provision for Health Insurance - The Town of Rosendale shall provide to full-time bargaining unit members group health insurance and health benefits as furnished to other full-time employees of the Town of Rosendale and as is presently furnished to all full-time Police Department employees. Should the Town of Rosendale change its group insurance it shall, in good faith, attempt to provide the full-time bargaining unit members with the same or greater coverage.

B) In the event that any bargaining unit member is determined to have died in the line of duty, the Town shall provide, and shall pay the full cost of, the Town's health insurance coverage and health benefits for the surviving spouse of the bargaining unit member, and, in addition, shall pay the full cost of such coverage for each and every dependent child of said bargaining unit member until such child reaches age 18, or age 23 if they are attending college.

C) The union agrees to withdraw, without prejudice, the pending grievance regarding a claim that the Town unilaterally changed health insurance coverage and health insurance costs and benefits for unit members. The parties agree to attempt to negotiate a resolution to this



grievance. The parties further agree that if such negotiation is not successful, said grievance may be re-instituted at any time.

D) The union has agreed to withdraw its demands regarding health insurance coverage for retired unit members. The parties agree to attempt to negotiate a resolution in this issue during the next contract negotiations for the successor contract. Neither party has waived any rights it may have with regard to this issue.

## **ARTICLE XX - EDUCATIONAL REIMBURSEMENT**

A) The Town of Rosendale agrees to pay the tuition and all other direct costs incurred by each bargaining unit member taking a job-related course of instruction after receiving prior approval of the Town Board. All such courses available shall be brought to the attention of each bargaining unit member by posting on the office bulletin board. Bargaining unit members shall register for such courses, if interested, with the Chief of Police. Prior to Town Board approval, approval by the Police Commission shall be required prior to the bargaining unit member taking such course.

B) Each full-time bargaining unit member who shall have successfully completed a training course in related police work and who receives an instructor's certificate, shall be entitled to the sum of one hundred dollars (\$100.00) additional annual compensation. Completion of more than one such course shall not entitle such bargaining unit member to more than one such increment. Said bargaining unit member receiving such compensation must perform active instruction in the field of training received and such training shall take place at least once a year.

C) Each full-time bargaining unit member who shall possess or be awarded an Associate's degree shall be entitled to two hundred dollars (\$200.00) additional annual compensation.

D) Each full-time bargaining unit member who shall possess or be awarded a Bachelor's degree shall be shall be entitled to three hundred dollars (\$300.00) additional annual compensation.

E) Each full-time bargaining unit member who shall possess or be awarded a Master's degree shall be shall be entitled to four hundred dollars (\$400.00) additional annual compensation.

F) No bargaining unit member shall be entitled to receive more than one of the above-described educational incentive increments at any one time.

## **ARTICLE XXI - SALARY/LONGEVITY**

A) Pay Periods - All members of the bargaining unit shall be paid every week according to the present system in full force and effect.

B) Fiscal Statements - Each member of the bargaining unit shall be provided with a statement of gross earnings and a statement of deductions made for any purpose. All benefit time (i.e., vacation, sick leave, personal leave, overtime, etc.) shall be kept up-to-date and accessible to all bargaining unit members upon request.

C) Salary Schedule for Bargaining Unit Members:

	12/31/01	3.75% 01/01/02	2% 01/01/03	2% 07/01/03
<b>1. Part-time Police Officer:</b>				
Starting salary	-	11.50	11.50	11.50
After MPTC Certification	-	13.89	14.17	14.45
<b>2. Full-time Police Officer:</b>				
Starting salary to 1st year	13.39	13.89	14.17	14.45
2nd year to 4th year -----	14.42	14.96	15.26	15.57
5th year to 9th year -----	14.94	15.50	15.81	16.13
10th year to 19th year -----	15.20	15.77	16.09	16.41
20th year and over -----	15.45	16.03	16.35	16.77
<b>3. Full-time Clerk and Dispatcher:</b>				
	12/31/01	+ .50		
Starting salary to 1st year	10.56	11.06	11.47	11.70
2nd year to 4th year -----	11.85	12.35	12.81	13.07
5th year to 9th year -----	12.36	12.86	13.34	13.61
10th year to 19th year -----	12.62	13.12	13.61	13.88
20th year and over -----	12.88	13.38	13.88	14.16

Part-time Investigators shall receive \$1.00 per hour above the rate in their respective year of employment.

Full-time Sergeants shall receive \$1.50 per hour above the rate in their respective year of employment.

Dispatcher / Clerk - With certification in NCIC computer, secretarial and records skills, Dispatcher/Clerk shall receive an additional \$0.50 per hour commencing January 1, 2002, and the same percentage wage increases each year as set forth in the full-time police officer salary schedule.

Part-time Police Officers wages shall be as follows:

It is agreed that part-time police officers who have not completed MPTC certification shall be paid at the rate of \$11.50 per hour, until such time as he/she completes such course.

Effective January 1, 2002, certified part-time police officers shall receive the same percentage wage increases as set forth in the salary schedule for full-time police officers.

D) Longevity - Except as provided in this Section, all full-time and part-time bargaining unit members are entitled to \$110.00 per year longevity bonus starting at the third year of employment. At the third year the bargaining unit member is entitled to \$330.00. Full-time

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Dispatcher*

bargaining unit members will cap with ten years of employment at \$1,100.00 to be paid each year of employment thereafter. Permanent part-time bargaining unit member's longevity bonus, provided that for each month within the year longevity is claimed, the member works an average of forty (40) hours per month, will cap with five years of employment at \$550.00 to be paid each year thereafter. Longevity payments will be made to the qualifying members annually within thirty days of the member's anniversary date, and will be pro-rated for already qualifying members whose employment with the Rosendale Police Department may terminate prior to the individual member's anniversary date. Longevity shall only apply to a bargaining unit member's employment within the Town of Rosendale and shall be calculated from the date said member commenced his/her position within the Rosendale Police Department.

## ARTICLE XXII - GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as a claim by any bargaining unit member or group of bargaining unit members or the Union, that the contract or any existing term or condition of employment has been allegedly violated, misinterpreted or misapplied.

### Basic Principles:

- A) It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- B) A bargaining unit member(s) shall have the right to present grievances in accordance with this procedure, free of coercion, interference, restraint, discrimination or reprisal.
- C) A bargaining unit member(s) shall have the right to be represented at any stage of this procedure by the Union representative, shop steward or legal counsel.
- D) Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
  - 1) The Town Board and the Union and/or its delegates agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
  - 2) All documents, communications and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.
  - 3) Time Extensions - The time limits specified for either party may be extended only by written mutual agreement.
- E) It shall be the responsibility of the Town Board to take steps as may be necessary to give force and effect to this procedure. Each Official so designated shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these proceedings.
- F) The function of these procedures is to assure equitable and proper treatment under the existing Agreement, Rules, Regulations and policies which relate to or affect the bargaining unit

member in the performance of his/her assignment. They are not designated to be used for changing such rules or establishing new ones.

**Procedures:**

All bargaining unit members who have a grievance shall follow the procedure as outlined below:

**Time Limits:**

A grievance must be submitted at the first applicable stage of the grievance procedure within thirty (30) days of the time the grievant, Shop Steward, PBA President or Union knew of the act or condition upon which the grievance is based.

For the purpose of the Section "day" refers to calendar days and not working days.

1. **Informal Stage:** Any bargaining unit member, or the Union, having a grievance that cannot be resolved through informal discussions with a commissioned officer of the Department, shall orally present such grievance to the Chief of Police, who shall render his/her decision to the aggrieved bargaining unit member within 5 days.
2. **Formal Stage 1:** Within 7 days after a decision has been rendered by the Chief of Police, the aggrieved bargaining unit member or Union may appeal such decision to the Board of Police Commissioners. Such appeal must be in writing. Within 14 days, the Board of Police Commissioners shall hold a hearing with the aggrieved bargaining unit member and the Chief of Police. Within 7 days the Board of Commissioners shall render a decision in writing to the aggrieved bargaining unit member, the Union and to the Chief of Police.
3. **Formal Stage 2:** A written decision by the Board of Police Commissioners shall become final unless the Town Board determines, upon its own motion within fifteen (15) days of receipt of said decision, that said matter should be set down for a hearing before the Town Board.
4. **Arbitration:** If the aggrieved bargaining unit member or the Union objects to the decision rendered by the Town Board regarding wages, hours, working conditions or other matters in connection with the interpretation or enforcement of this agreement or of the Rules and Regulations of the Department, the Union may, within 10 days after the receipt of such decision, request the Director of Conciliation of the New York State Public Employment Relations Board (PERB) to commence the administration of the voluntary grievance arbitration procedures pursuant to Part 207 of the Rules of PERB. Such request must be in writing and a copy of the request furnished to the Town Board.

The Board and the Union filing the request will share equally in the payment of the per diem fee of the arbitrator. All other costs and fees shall be borne by the party which procures and incurs the expense. All parties to the grievance agree to make themselves and all written documents pertaining to the grievance available to the arbitrator. The decision rendered by the arbitrator shall be final and binding on all parties. With regard to this Agreement or to the Rules and Regulations of the Department, the arbitrator may only interpret the specific clauses.

He shall have no authority to add to, subtract from, alter, modify or change the terms of this Agreement or of the Rules and Regulations of the Department.

### **ARTICLE XXIII - MISCELLANEOUS**

A) Consistency - Any individual arrangement, agreement or contract between an individual bargaining unit member and the Town shall be subject to and consistent with the terms and conditions of this Agreement.

B) Jurisdiction of Agreement - This Agreement shall supersede any rules, regulations or practices of the Town Board relating to terms and conditions of employment and to the administration of grievances which shall be contrary to, or inconsistent with, the terms of this Agreement.

C) Separability - If any provisions of this Agreement or any application of this Agreement to any bargaining unit member or group(s) of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

D) Copies of this Agreement shall be printed and distributed to all bargaining unit members now employed or hereafter employed by the Town of Rosendale.

E) No police officers will be allowed on patrol unless said officer is currently attending, or has completed, MPTC for police officers (Basic Police Officer Training School).

F) Any newly hired police officer of the Rosendale Police Dept. must ride forty (40) hours with a senior police officer of the Department prior to going on patrol alone. A senior police officer is defined as a member of the Department who has at least two (2) years of service as a full-time police officer with the Rosendale Police Department.

### **ARTICLE XXIV - PART-TIME BARGAINING UNIT MEMBER BENEFITS**

Part-time bargaining unit members shall be credited with eight (8) hours of benefit time for each sixty (60) hours of work completed in service to the Town. This benefit time is to be used for sick leave, vacation, etc.

### **ARTICLE XXV - COMPENSATORY TIME**

All full time bargaining unit members will be allowed to accumulate up to one-hundred (100) hours of compensatory time. Compensatory time accrued may only be utilized for time-off purposes. Compensatory time may be carried over to subsequent years. Upon separation of the bargaining unit member from Rosendale Police Dept., the Town agrees to pay up to eighty (80) hours of accrued compensatory time at the employees rate of pay at separation.

### **ARTICLE XXVI - SPECIAL STIPENDS**

Any bargaining unit member who receives certification as a FIRST RESPONDER shall receive fifty (\$.50) cents per hour additional wage; any bargaining unit member who receives certification as an EMT (emergency medical technician) shall receive one (\$1.00) dollar per

hour additional wage; any bargaining unit member who receives certification as a PARAMEDIC shall receive one dollar and fifty cents (\$1.50) per hour additional wage. These additional wages are not cumulative (i.e., a PARAMEDIC receives only \$1.50 per hour additional and not the added stipends of EMT or FIRST RESPONDER)

**ARTICLE XXVII - PRECEDENCE OF COLLECTIVE BARGAINING AGREEMENT**

Whenever the Rules & Regulations of the Police Department and/or the Policy Manual of the Town of Rosendale are in conflict with this collective bargaining agreement, this collective bargaining agreement will supercede in all disputes.

**ARTICLE XXVIII - LABOR/MANAGEMENT COMMITTEE**

A) It is the purpose of the Rosendale Labor/Management Committee to address in a just and fair manner through joint cooperation and open discussion issues which are of concern to both labor and management. The committee will be an open forum to increase mutual understanding, shared trust and to improve the quality of work and the quality of the working environment. Collective bargaining issues such as wages, benefits and grievances are not the subject of the Labor/Management Committee and are addressed elsewhere in the collective bargaining agreement.

B) The committee shall consist of three members from management and three members of the police union. The committee shall meet at times and dates that are mutually convenient for the members of the committee. An agenda of items to be discussed at the meeting must be presented in writing one week prior to the meeting for each side to review and be prepared to discuss.

**ARTICLE XXXIX - DURATION CLAUSE**

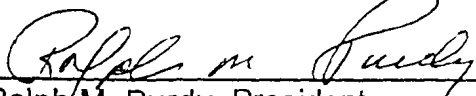
The provisions of this Agreement shall be effective as of January 1, 2002 and shall remain in effect until December 31, 2003. All terms and conditions of employment as stated in said contract shall remain in effect after expiration of contract until a successor Agreement has been negotiated.

**TOWN OF ROSENDALE**

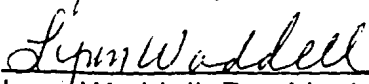
  
Philip Terpening, Supervisor

3/7/03  
Date

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

  
Ralph M. Purdy, President

2-25-03  
Date

  
Lynn Waddell, President, Local 539  
Rosendale Police Association

3-5-03  
Date