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LABOR CONTRACT AGREEMENT

between the

VILLAGE OF CATSKILL

and the

SECURITY AND LAW ENFORCEMENT

EMPLOYEES,

COUNCIL 82, AFSCME, AFL-CIO

LOCAL 2790

June 1, 2001 – May 31, 2003
ARTICLE 4

SUB 1 REPORTING TIME
SUB 2 RECALL
SUB 3 COURT TIME
SUB 4 PREMIUM RATE OF PAY
SUB 5 DISTRIBUTION OF OVERTIME

ARTICLE 5

SUB 1 SENIORITY
SUB 2 DEFINITIONS
SUB 3 PROBATIONARY PERIOD
SUB 4 SENIORITY LIST
SUB 5 LOSS OF SENIORITY
SUB 6 SENIORITY ACCRUAL

ARTICLE 6

SUB 1 PROMOTIONS & FILLING VACANCIES
SUB 2 TEMPORARY JOB OPENINGS
SUB 3 LAYOFF
SUB 4 EXEMPTION
SUB 5 RECALL

ARTICLE 7

SUB 1 HOLIDAYS
SUB 2 DUE DAYS
SUB 3 ELIGIBILITY REQUIREMENTS
SUB 4 HOLIDAY HOURS FOR OVERTIME PURPOSES
ARTICLE 8

VACATION.........................................................20

SUB 1

CHOICE OF VACATION PERIOD .....................20

SUB 2

VACATION RIGHTS IN CASE OF LAYOFF ....20

SUB 3

VACATION SCHEDULE ..................................21

SUB 4

VACATION BANK ............................................21

ARTICLE 9

UNPAID LEAVES OF ABSENCE.......................21

SUB 1

ELIGIBILITY REQUIREMENTS .........................21

SUB 2

REASONABLE PURPOSE .................................22

SUB 3

APPLICATION FOR LEAVE ..............................22

ARTICLE 10

PAID LEAVES..................................................23

SUB 1

BEREAVEMENT & FAMILY ILLNESS .................23

SUB 2

PERSONAL LEAVE ....................................23

SUB 3

UNION LEAVE ...........................................24

SUB 4

MILITARY SERVICE LEAVE .........................24

SUB 5

CIVIL SERVICE EXAMS ..................................24

SUB 6

TRAINING ...................................................25

ARTICLE 11

SICK LEAVE ..................................................25

SUB 1

ENTITLEMENT .............................................25

SUB 2

NON OCCUPATIONAL DISABILITY DETERMINATION ....27

SUB 3

SEVERANCE PAY ............................................28

SUB 4

CONTINUED EMPLOYMENT ............................28

SUB 5

FAMILY & MEDICAL LEAVE ACT ....................28

ARTICLE 12

IN-SERVICE DISABILITY ...............................29
ARTICLE 13

SUB 1  SERVICE RELATED INJURY & ILLNESS ...... 29

SUB 1  WAGES & CLASSIFICATIONS ...................... 29

SUB 1  SALARIES ........................................ 29

SUB 2  INCREMENT INCREASES .......................... 29

SUB 3  PAY PERIODS ................................... 30

ARTICLE 14

HOSPITAL, MEDICAL, DENTAL & DISABILITY BENEFITS ........................................ 30

SUB 1  COVERAGE & ELIGIBILITY ...................... 30

SUB 2  TERMINATION OF COVERAGE .................. 31

SUB 2A HEALTH INSURANCE BUYOUT ................ 31

SUB 3  SURVIVORS BENEFITS ............................. 32

SUB 4  DISABILITY BENEFIT INSURANCE .............. 32

SUB 5  MEDICAL COVERAGE UPON RETIREMENT ... 32

ARTICLE 15  RETIREMENT PLAN .......................... 33

SUB 1  COVERAGE ......................................... 33

ARTICLE 16  GRIEVANCE PROCEDURE ................... 34

ARTICLE 17  DISCIPLINE & DISCHARGE ................. 38

SUB 1  PROCEDURE ........................................ 38

SUB 2  SUSPENSION PENDING OUTCOME OF GRIEVANCE ........................................... 39

SUB 3  RIGHTS OF PARTIES ............................... 40

ARTICLE 17A  DUE PROCESS HEARING PROCEDURE ........ 40

ARTICLE 18  PERSONAL HISTORY FOLDER ............. 41

SUB 1  REQUEST FOR REVIEW ............................ 41
ARTICLE 19  DEPARTMENTAL INVESTIGATIONS .......... 42
SUB 1  QUESTIONING EMPLOYEES .................. 42
ARTICLE 20  GENERAL PROVISIONS .................. 43
SUB 1  NON-DISCRIMINATION ...................... 43
SUB 2  LABOR/MANAGEMENT COMMITTEE .......... 44
SUB 3  JOINT SAFETY COMMITTEE ................. 44
SUB 4  WORK RULES ............................... 45
SUB 5  UNIFORMS & MAINTENANCE ................. 45
SUB 6  TEMPORARY EMPLOYEES .................. 46
SUB 7  LEFT BLANK ......................................
SUB 8  PERSONAL DAMAGES ...................... 47
SUB 9  MODIFIED DUTY ASSIGNMENTS .......... 47
SUB 9.2  AMERICAN DISABILITIES ACT .......... 48
SUB 10  VEHICLE CONDITION .................... 48
ARTICLE 20.11  EMPLOYEE DRUG TESTING PROCEDURE .... 48
ARTICLE 20.17  PART-TIME EMPLOYEES ............ 55
ARTICLE 21  INDEMNIFICATION .................... 57
ARTICLE 22  STRIKES & LOCKOUTS ............... 58
ARTICLE 23  SAVINGS CLAUSE ..................... 59
ARTICLE 24  MAINTENANCE OF BENEFITS .......... 59
ARTICLE 25  LEGISLATIVE ADVANTAGE .......... 59
ARTICLE 26  TOTAL AGREEMENT ................... 59
ARTICLE 27  STATUTORY PROVISIONS ............ 60
ARTICLE 28 MANAGEMENT RIGHTS .................................. 60
ARTICLE 29 EXPIRATION & MODIFICATION ....................... 61
APPENDIX “A” FULL TIME SALARY STRUCTURE ................. 62
APPENDIX “B” PART-TIME SALARY STRUCTURE ............... 62(a)
APPENDIX “C” COMMUNICATION SPECIALIST SALARY ..... 63
APPENDIX “D” PERFORMANCE EVALUATIONS .................... 64
APPENDIX “E” SECTION 207C PROCEDURE ....................... 78
APPENDIX “F” FAMILY AND MEDICAL LEAVE ACT .......... 88
APPENDIX “G” HEALTH INSURANCE NOTICE OF BUYOUT 96
PREAMBLE

This agreement entered into by the Village of Catskill, New York, hereinafter referred to as the employer, and Security and Law Enforcement Employees, Council 82, and its affiliated Local 2790, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, June 1, 2001 through May 31, 2003.

ARTICLE 1

RECOGNITION

1.1

1.1.1 The employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries/wages, hours of work and other conditions of employment, and the administration of grievances arising thereunder, for the term of this agreement, for all employees of the police department, up to and including Sergeants, Communication Specialist and part-time police officers, excluding the ranks of Lieutenant or higher, and pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union unchallenged representation status in the above described bargaining unit for the maximum period permitted by law.
ARTICLE 2
UNION SECURITY

2.1 MAINTENANCE OF MEMBERSHIP

2.1.1 If legislation is passed legalizing maintenance of membership provisions, employees covered by this agreement at the time it becomes effective, and who are members of the Union at that time, and employees who become members after the signing of this agreement, shall be required to continue membership in the Union for the duration of this agreement. Membership shall only be required beginning the first of June after the date on which legislation becomes effective.

2.2 CHECK OFF OF UNION DUES/AGENCY SHOP

2.2.1 All employees covered by this agreement shall tender their membership dues to the Union by signing the authorization for payroll deduction of Union dues form provided by the Union.

2.2.2 The employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer, and to maintain such dues deductions in accordance with the terms and conditions of the form of authorization for payroll deduction of Union dues form provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues and any additional deduction for any program made available through the Union.

2.2.3 Employees who do not desire to become members of the Union shall be required to pay the Union a service charge in the amount equal to the Union dues. The employer agrees to make and submit such service charge deduction to the union in the same manner as stated in
2.2.2. Such employees, upon request in writing may be refunded by the Union of that portion of their dues deducted which is used for political purposes pursuant to the provision of Article IX, Section 10, of the International Union Constitution.

2.2.4 Payroll deduction of Union dues under the properly executed authorization of payroll deduction of Union dues forms shall become effective at the time the form is signed by the employee, and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

2.2.5 The aggregate total of all such deductions, together with a list from whom dues have been deducted, shall be remitted to the designated financial office of Security and Law Enforcement Employees, Council 82, AFSCME, AFL-CIO, the Hollis V. Chase building, 63 Colvin Avenue, Albany, New York 12206, on or before the tenth (10) day of every month.

2.2.6 Any change in the amount of Union dues to be deducted must be certified by the Union, in writing, and will be forwarded to the employer.

2.2.7 The Union will indemnify and save the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Village in reliance upon dues deduction authorization cards furnished by the employees and/or union and agency fee deduction.

2.3 BULLETIN BOARDS

2.3.1 The employer agrees to provide a 3x4 bulletin board for the exclusive use of the union to post notices and other union information at each work installation.

2.4 ACCESS TO PREMISES

2.4.1 The employer agrees to permit representatives of the International Union, the Council, and the Local Union to enter the premises of the employer for the individual discussions.
of working conditions with the employees and to explain Council sponsored insurance programs provided such representatives do not interfere with the performance of duties assigned to this employee.

2.5 AID TO OTHER UNIONS

2.5.1 The employer agrees there will be no aid, promotion or financing of any public labor group or organization which purports to engage in collective bargaining by the employer, or those designated as his representatives or subordinate staff, and that the payroll deduction of dues for any such other organization shall not be permitted.

2.6 UNION ACTIVITIES ON EMPLOYER’S TIME AND PREMISE

2.6.1 The employer agrees that during work hours on the employer’s premise and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

- Post union notices
- Distribute union literature
- Solicit union membership during employees’ non-working time
- Transmit communications authorized by the Local union, or its officers to the employer, or his representatives
- Consult with the employer, his representatives, Local union officers, or other Union representatives concerning the enforcement of any provision of the agreement.

2.7 CONTRACT NEGOTIATIONS

2.7.1 The employer will give time off with no loss of pay to the President plus three (3) members of the Local union to participate in contract negotiations if such meetings are held during their regular working hours, providing there are no more than two (2) employees from one shift. Request for leave under this section shall be made in writing to the Chief and approved in advance by the Chief. Such approval shall not be unreasonably denied.
2.8 Distribution of Agreement

2.8.1 Copies of this agreement shall be made in sufficient quantities so that each employee, union representative and representatives of the employer will receive a copy. Reasonable cost of printing and binding of the agreement shall be born in equal shares by the Union and the employer. In addition, a copy of this agreement and a union payroll deduction authorization form will be given to each employee as they are hired.

2.9 DEFERRED COMPENSATION

2.9.1 The Village of Catskill will provide (at no cost to the Village) a payroll deduction for a deferred compensation program mutually selected by the Village and employees.

ARTICLE 3

HOURS OF WORK

3.1 WORK WEEK

3.1.1 The regular work week for all full time police officers shall consist of schedules from Monday through Sunday of five (5) consecutive days on and two (2) consecutive days off, and four (4) consecutive days on and two (2) consecutive days off.

3.2 WORK DAY

3.2.1 The regular work day for full time police officers shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period, commencing from and employee’s regular starting time shall constitute the regular work day.

3.3 WORK SHIFT

3.3.2 Regular work shifts for all officers shall be set at 7:00 AM to 3:00 PM, 3:00 PM to 11:00 PM, 11:00 PM to 7:00 AM.
3.3.3 In the event of a specialized assignment of an employee the employer may assign starting and quitting times that are required for the specialized assignment to said employee. Such assignment is subject to the balance of this agreement and may not be used to displace other employees.

3.4 WORK SCHEDULE

3.4.1 Work schedules showing the employee’s shifts, work days and hours shall be posted on the department bulletin board and/or at the communication console at all times.

3.4.2 Work schedules for full time police officers shall not be changed without prior discussion between the parties. Any disagreement shall be subject to the grievance procedure.

3.4.3 The work schedule shall be posted by the Chief no later than five (5) days prior to the effective date of the new schedule. Said work schedule shall be for a period of one calendar month.

3.5 REST PERIODS

3.5.1 All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift if work load permits and prior supervisory approval is granted.

3.5.2 Winter foot patrol. The shift supervisor will make every effort to ensure the comfort of those police officers assigned to outside foot patrol during cold weather by permitting reasonable time of respite in a warm area within the assigned zone.

3.6 LUNCH PERIOD AND MEALS

3.6.1 All employees covered by this agreement shall have a paid lunch period of one-half (1/2) hours, to be taken when work load permits and prior supervisory approval is granted.

3.6.2 Any employee required to work in excess of four (4) hours of overtime following his regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A
similar one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

3.7 MEETINGS WITH CHIEF OF POLICE

3.7.1 Upon order of the Chief of Police, there will be two (2) Department meetings throughout the year that must be attended by personnel, without charging overtime.

3.7.2 At the order of the Chief of Police, there shall be six (6) supervisory level meetings per year without charging of overtime.

3.7.3 The meetings detailed in paragraphs 3.7.1 and 3.7.2, above, will be limited to one (1) hour in duration and will be scheduled between the hours of 9:00 AM to 6:00 PM.

3.7.4 Upon good cause shown, and upon the discretion of the Chief of Police, an employee may be excused from a meeting.

ARTICLE 4
REPORTING TIME

4.1 RECALL

4.1.1 If any employee is called back to work within four (4) hours after the completion of his shift, he shall be entitled to a minimum of two (2) hours at the applicable overtime rate described in 4.3 of this article. However, if the employee so elects, he may leave at the completion of the assignment and be paid for only such time actually worked.

4.1.2 If any employee is recalled later than four (4) hours after the completion of his shift, the employee shall be entitled to a minimum of three (3) hours pay at one and one-half (11/2) time the regular rate of pay. Provided that, should total call back hours work exceed the three (3) hours, the employee shall receive pay at the rate of one and one-half (11/2) times the regular rate of pay for all such hours worked. However, if the employee so elects, he may leave at the completion of the assignment and be paid only for such time actually worked.
4.1.3 Any employee called in prior to their regularly scheduled shifts shall be entitled to a minimum of two (2) hours work at the overtime rate of one and one-half (1 1/2) times the regular rate of pay. Employees called in shall not suffer a reduction in the regular scheduled shift hours to avoid payment of overtime, however, if the employee so elects, he may leave at the completion of the assignment and be paid only for such time actually worked.

4.1.4 Under no circumstances shall any employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another shift which either begins at the end of the employees regular work shift, or any time thereafter.

4.2 COURT TIME

4.2.1 Any employee who, in connection with his duties is required to appear in Justice Court at any time other than during his regularly scheduled work period, shall be entitled to a minimum of two (2) hours work at the applicable overtime rate described in Section 3 of this article. [However, if the employee so elects, he may leave at the completion of the assignment and be paid only for such time actually worked.] This bracketed language is temporarily deleted from Article 4.2.1. It will be effective again on and after May 31, 2003.

4.2.2 Any employee who, in connection with his duties, is notified to appear in County Court or in the Grand Jury at any time other than during his regularly scheduled work period, shall be entitled to a minimum of four (4) hours work at the applicable overtime rate described in Section 3 of this article. However, if the employee so elects, he may leave at the completion of the work assignment and be paid only for such time actually worked.

4.3 PREMIUM RATE OF PAY

4.3.1 Employees shall receive compensation equal to time and one-half (1 1/2) of their regular hourly rate of pay for all work performed in excess of eight (8) hours in any work day, or
work on any day that such employee had not been regularly scheduled to work, or over forty (40) hours per week.

4.4 DISTRIBUTION OF OVERTIME

4.4.1 Overtime shall be equitably distributed among employees in accordance with the procedures set forth in the balance of this section.

4.4.2 The employer shall strive to staff each shift with at least three (3) uniformed police officers but reserves the right not to fill any shift vacancy and to determine personnel levels consistent with Article 28 of this agreement. When overtime work is required to fill a shift vacancy the call out procedure shall be as follows below.

4.4.3

All shift vacancies that occur due to staffing shortages and that are authorized by the Chief of Police, shall be filled by the Shift Supervisor utilizing the Overtime/Shift Assignment Worksheet (CPD-7A). The Shift Supervisor shall utilize the overtime assignment Worksheet in descending order (last date worked) to the bottom of the list and then start back at the top of the list. The starting point shall be determined from the Overtime Call Out Log as indicated below.

Both full and part-time employees of the Village of Catskill will be on one overtime list for purposes of equitable distribution of overtime. There shall be a separate overtime list for Communications Specialists. A Communications Specialist may be called in to fill a Communications Specialists vacancy. In the event no Communications Specialist is available, the Village will utilize the Police overtime list.

The Shift Supervisor shall fill vacancies at 5:00 p.m. on the day prior to the overtime assignment, and no later than 5:30 p.m. when possible.
The Shift Supervisor shall ensure that appropriate documentation of overtime distribution is completed on the Overtime Call Out Log, which shall be attached to the monthly schedule folder. This documentation shall include shifts the employee accepts (Shift A, B or C, as well as an “X” to indicate acceptance of the overtime, a “R” for refusal of overtime, or a “NA” when the employee is not available for said overtime call-in).

The Overtime Call Out Log shall be utilized by the Shift Supervisor to determine the employee who is initially eligible to accept overtime, using the last worked method. Should the eligible employee refuse or not be available for overtime assignment, the next employee shall be offered the overtime assignment; this procedure shall be followed until the overtime assignment is filled or the Overtime Call Out List is exhausted. In the event of any conflict in determination of the next eligible employee, the Shift Supervisor shall utilize seniority for full-time employees and length of employment for part-time employees.

In the event that multiple shifts are to be filled by the above procedure, the first employee called shall have the choice of which shift he/she desires.

In the event a Shift Supervisor is unsuccessful in filling the shift void with a Police Officer, a Communications Specialist will be called prior to assigning mandatory overtime. In the event a Communications Specialist fills a Police overtime vacancy, they will count toward the overall staffing.

The Shift Supervisor, when contacting employees for overtime opportunities, shall leave a message on the employee’s answering machine, if applicable. An employee has five (5) minutes to return the phone call.

Employees shall have the option of being paged for overtime assignments. Employees desiring to be paged shall have an asterisk (*) next to their name on the overtime
assignment worksheet. The Shift Supervisor shall allow no less than five (5) minutes for an employee to respond to a page.

The Shift Supervisor is obligated to allow the telephone number being dialed for a particular employee with respect to overtime opportunity to ring no less than six (6) times before hanging up.

All shifts shall be filled by the Shift Supervisor using a “taped line”.

Any documentation made on the Overtime Call Out Log may only be changed by the Shift Supervisor responsible, the Lieutenant, or the Chief of Police. In any event, any change to the Overtime Call Out Log must be reviewed by the Chief of Police.

The Shift Supervisor shall ensure that the distribution of overtime, as detailed herein, is followed in good faith. Any efforts to circumvent the procedure by any employee may be subject to the disciplinary procedure as detailed in this Agreement.

In the event that it is found that an employee has been improperly skipped for overtime opportunity, the sole remedy will be providing that employee with the next available overtime opportunity.

4.4 Under no circumstances will more than one officer be paid for the filling of said shift vacancy.

4.4.5 An employee accepting call-out pursuant to paragraphs 4.4.3 and 4.4.4 above, will not be considered for any other eight (8) hours proceeding the agreed upon overtime shift.

4.4.6 When after exercising the above steps the shift supervisor remains unable to fill a shift vacancy, he shall assign the necessary police employee(s) required according to his place on the “who worked last” list to mandatory overtime of four (4) hours, commencing with the police
employees with the earliest “who worked last” date first. However, if the officer who would be the next to be assigned can arrange for another officer on his shift to perform the necessary assigned overtime in his place, it will be permitted. It is the “would be” assigned officers responsibility to cover the shift. On subsequent overtime call-out requiring utilization of such “who worked last” list. The shift supervisor will commence mandatory call-out assignments with the first employee on the list who was not available for the most recent such call-out.

It is understood that only those employees who possess the qualifications and ability to perform the work required by such shift vacancy will be called. The section does not include part-time employees working on eight (8) hour overtime shifts, unless, however, the only employee available are those working overtime. However, in general, a part-time employee can be mandated to work overtime, provided there is no conflict with the employee’s full-time job.

Definition: For the purpose of Article 4.4.6, the definition of MANDATORY OVERTIME shall mean: Staffing a shift vacancy by requiring an officer (full or part-time per above) from one shift to hold over 4 hours past his regular shift and an officer from the next shift to report to work 4 hours early, this staffing an eight hour shift in between.

4.4.7 If any police officer that is assigned overtime under Article 4.4.6 chooses to do so, he may work the entire eight (8) hours of the voided shift. This option would be open to any officer of the shift to be held over or to the shift to be called in. If the officers from both shifts want the entire eight hours the determination will be made by the “who worked last” method. Under no circumstances shall an officer be permitted to work in excess of sixteen (16) hours without at least eight (8) hours off in between.
ARTICLE 5

SENiority

5.1 definitions

5.1.1 An employee will be granted full contract seniority for any period of service during which the employee was regularly scheduled to work 40 hours per week on a continuous basis, even though the employee was categorized as provisional, temporary, probationary or part-time during that period. Should an employee working under the above conditions ever be hired on a full time basis, then his seniority accrued shall be applied. Should an employee accumulate seniority under the above provision and said employees employment status under the above provision is terminated, said employee shall retain his or her accumulated seniority providing he or she returns to an employment status of the same or equivalent category within one year of the termination.

5.2 probationary period

5.2.1 All new employees probationary period shall commence upon his permanent date of hire and shall be fifty-two (52) weeks in duration. The probationary period shall include all mandatory training periods.

5.2.2 Given the importance of the probationary period in the selection process, the employer recognizes the value of periodic counseling throughout the probationary period in order to give prospective permanent employees and opportunity to correct deficiencies which might lead to termination.

5.3 seniority list

5.3.1 Every January, the employer shall post on the Union bulletin board a seniority list showing the continuous service of each employee since his permanent date of hire. A copy of
seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

5.4 LOSS OF SENIORITY

5.4.1 An employee shall lose his seniority for the following reasons:

(A) He resigns. However, the seniority accrued by the employee on and up to the date the employee resigns will be reinstated to the employee if the employee is reinstated within one (1) year from the date he resigns.

(B) He is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.

(C) Failure to return to work when recalled from layoff.

(D) He retires.

5.5 SENIORITY ACCRUAL

5.5.1 An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid approved leave of absence, except as may otherwise be limited elsewhere in this agreement.

ARTICLE 6

WORK FORCE CHANGES

6.1 PROMOTION AND FILLING OF VACANCIES

6.1.1 Whenever a job opening occurs, the normal procedure for the selection of candidates from appropriate civil service eligibility list shall apply, except:
(A) That at candidate employed by the Village of Catskill Police Department on an established promotional list shall be given preference before any other considerations are made.

(B) The selections from the promotional list shall be made until the entire list of names is exhausted before any considerations may be given to the names appearing on any other list that may be in effect.

(C) That upon the exhaustion of the entire list of names appearing on the promotional eligibility list and upon the absence of any other established Civil Service eligibility list selection of employees for provisional appointments to such job openings shall be made in accordance with seniority provided the employee is able to perform the work required. When qualifications are equal, seniority shall be the determining factor.

6.2 TEMPORARY JOB OPENINGS

6.2.1 Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation or leave of absence, or for any other reason. Job openings that re-occur on a regular basis shall not be considered temporary job openings.

6.2.2 Temporary job openings in higher classifications shall be filled by employer assignment or reassignment, and the assignment or reassignment shall be made in terms of promotion based upon seniority and qualifications before a new employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain
experience that will enable him to qualify for future promotions. When it is necessary for higher classification employees to work in lower classification and no one volunteers for such assignment, then the least senior employee in the classification nearest the lower classification of work to be performed shall be selected, and so on up until the necessary employees required have been achieved.

6.2.3 Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher.

6.2.4 The employer and the Union agree that should the number of Sergeants staff increase to four (4), the union shall relinquish all rights to shift supervisors pay paid to members who hold no rank. However, should the employer choose to have less than four (4) Sergeants staff, shift supervisors who hold no rank shall be compensated with pay equal to that paid to a Sergeant at the time of reduction of Sergeants staff.

6.3 LAYOFF

6.3.1 In the event the employer plans to lay off employees for any reason, the employer shall meet with the Union to review such anticipated layoff at least twenty-one (21) days prior to such layoff.

6.3.2 When such action takes place, it shall be accomplished by laying off in the following order, part time civilians, full time civilians, part time police, temporary, provisional and probationary police. Should it be necessary to further reduce the work force, then full time police officers shall be laid off in reverse order of seniority.
6.3.3 The employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

6.3.4 Employees to be laid off will have at least fourteen (14) calendar days notice of layoff.

6.4 EXEMPTION

6.4.1 Notwithstanding anything contained herein, in the event of a layoff, the President of the Local, during his term of office, shall be the last person to be laid off in the bargaining unit, provided that such allows for the rank of Sergeant.

6.5 RECALL

6.5.1 When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If the employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period of four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address be registered or certified mail.

6.5.2 No new employee shall be hired until all employees on layoff status desiring to return to work have been recalled.
ARTICLE 7

HOLIDAYS

7.1 HOLIDAYS

7.1.1 The following days shall be recognized and observed as paid holidays:

New Years Day (January 1st)
Martin Luther King Day (January 15th)
Presidents Day (Observance)
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
Independence Day (July 4th)
Labor Day
Columbus Day (October 12th)
Easter Sunday
Memorial Day

7.1.2 DUE DAYS

It is understood and agreed that the practice of including holiday time off as part of the regular work schedule shall continue and remain in effect during the term of this agreement. It is also understood and agreed that by the end of the fiscal year, if a reconciliation indicates a full time employee has not received the full amount of holidays set forth above, then such employees will be credited with that number of “due” days he was shorted, to be taken at the employees discretion as long as notice is given to the Chief of Police at least two (2) days prior to the posting of the schedule. As with all other leave requests under this agreement, the Chief of Police has the discretion to grant or deny a requested due day. It is also understood that the number of entitled “due days” shall be posted for each employee no later than June 15th of each year.

7.1.3 VETERANS

All Veterans (as that term is defined in Section 63 of the New York State Public Officers Law) will be afforded two (2) additional Due Days (one for Memorial Day and one for Veterans Day).
7.2 ELIGIBILITY REQUIREMENTS

7.2.1 Any employee who works on a holiday shall be entitled to compensation equal to time and one-half (1 1/2) their regular hourly rate of pay for all work performed, and any full time employee shall additionally be entitled to a compensatory day off in lieu of the holiday.

7.2.2 Full time employees whose regular day off falls on a holiday shall be entitled to compensatory day off in lieu of the holiday.

7.2.3 Where a full time employee is on vacation and what otherwise would have been a regularly scheduled work day falls on a holiday, he shall be entitled to a compensatory day off in lieu of the holiday, and shall charge his absence on the holiday to his vacation accruals.

7.2.4 Where a full time employee is sick on a holiday for which he would otherwise be scheduled to work, he shall be entitled to a compensatory day off in lieu of the holiday, and shall charge his absence on the holiday to his sick leave accruals.

7.2.5 Compensatory days off in lieu of holidays, pursuant to Section 2 of this Article, shall continue to be built in the yearly work schedule; however, if the work schedule does not provide a total of eleven (11) compensatory days off, the employee shall liquidate such time according to procedure outlined in Article 8.1.1 and 8.1.2.

7.3 HOLIDAY HOURS FOR OVERTIME PURPOSES

7.3.1 For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked.
ARTICLE 8

VACATION

8.1 CHOICE OF VACATION PERIOD

8.1.1 Each full time police officer shall be entitled to vacation according to the schedule set forth in 8.3.1. All request for vacation must have departmental approval, and the employer has the right to schedule time off at such times as it deems to be consistent with the orderly and efficient performance of its functions and services, giving consideration, where feasible, the employee requests on a seniority basis within the department. The employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over a vacation period.

8.1.2 Vacation selection shall be done semi-annually. Vacation will be selected no later than May 1st for the months of June through November, and no later than November 1st for the months December through May. In the event the employee does not request a vacation in that vacation period described, the employer shall schedule a vacation for such employee for those days in excess of the vacation bank as set forth in 8.4.1.

8.2 VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

8.2.1 Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason prior to taking his vacation shall be compensated in cash for the unused vacation he has accumulated at the time of separation. However, the employee will not be eligible for any compensation for holidays that have not occurred as of the date of separation.
8.3 VACATION SCHEDULE

8.3.1 All full time police officers covered by this agreement shall be entitled to a vacation period in accordance with the following schedule:

- Upon the completion of 1 and 2 years of service: 10 working days
- Upon the completion of 3 and 4 years of service: 15 working days
- Upon the completion of 5 to 9 years of service: 20 working days
- Upon the completion of 10 or more years of service: 25 working days

8.4 VACATION BANK

8.4.1 An employee, upon written notification to the employer, will be allowed to carry over no more than five (5) vacation days from one year to the following year. This figure shall not be cumulative.

ARTICLE 9
UNPAID LEAVES OF ABSENCE

9.1 ELIGIBILITY REQUIREMENTS

9.1.1 Full time employee shall be eligible for leaves of absence after six (6) months service with the employer, however, the final decision shall rest with the Board of Trustees.
9.2 REASONABLE PURPOSE

9.2.1 Leaves of absence without pay not to exceed six (6) months may be granted for any reasonable purpose, and such leaves may be extended or renewed for a reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and employer.

9.2.2 Employees elected to any Union office or selected by the Union to do work which takes them from their employer may, at written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon request of the Union.

9.2.3 Upon termination of a pregnancy and the period of disability related thereto, upon written request of such employee and in accordance with the Family and Medical Leave Act found in Appendix “F” of this agreement, the employer may grant a leave of absence without pay for a reasonable period of time, but in no case to exceed one (1) year. Except in the case of continuing disability, any leave of absence beyond six (6) months following child birth shall be granted solely at the discretion of the Board of Trustees.

9.3 APPLICATION FOR LEAVES

9.3.1 Any request for an absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
9.3.2 In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, employees shall be returned to the position they held at the time the leave was requested.

**ARTICLE 10**

**PAID LEAVE**

**10.1 Bereavement and Family Illness Leave**

10.1.1 For the purpose of defining eligibility in the event of death in the family, the term "family" shall be defined as the employee's spouse, child, parent (natural, step or foster), grandparent, brother, sister, parent-in-law, sister-in-law, brother-in-law or relative living in the full time police officer employee's household, and shall be granted four (4) work days leave of absence with full pay, of which two (2) full days will be deducted from sick leave accrual.

10.1.2 In any case of death in the family which occurs during a full time police officer employee's vacation period, upon application for such leave by an employee, the employee shall have the option of extending his vacation period for additional time or take the time for use at some future date.

10.1.3 A full time police officer employee shall be granted up to a maximum of fifteen (15) work days in any one (1) calendar year for illness in the employee's immediate family and will be deducted from the employee's sick leave accruals in accordance with this agreement as well as the Family and Medical Leave Act in Appendix "F" of this agreement.

**10.2 Personal Leave**

10.2.1 All full time police officers covered by this agreement shall be permitted four (4) personal days leave annually, which shall not be cumulative.
10.2.2 All unused personal leave shall be compensated in cash at the conclusion of the fiscal year, in a separate check, and shall be taxed as income.

10.3 UNION LEAVE

10.3.1 Members of the Union who are elected or designated to attend any function of the International Union, Council or other body to which it is affiliated, shall be granted the necessary time off without loss of either time or pay, not to exceed an aggregate total of sixteen (16) work days in a year, provided that advance notification is given to the employer in writing by the Union at least five (5) work days prior to such date the particular function is scheduled.

10.4 MILITARY SERVICE LEAVE

10.4.1 Employees absent on military duty as members of the organized militia, or of reserve forces or reserve components of the Armed Forces of the United States of America, shall be granted leave of absence with no loss of time or pay, not to exceed thirty (30) calendar days, pursuant to Section 242 and 243 of the Military Law. Copies of orders for military duty shall be submitted as soon as they are received by the employees.

10.5 CIVIL SERVICE EXAMINATIONS

10.5.1 Employees shall be allowed time off with pay to take promotional examinations held during their regular working hours. Those employees whose shift ends less than eight (8) hours prior to the starting time of a promotional examination shall not be required to work that shift and such absence shall not be charged to any employee leave credits. The employee shall submit a request for such leave two (2) weeks before the scheduled examination.
10.6 TRAINING

10.6.1 All in-service training, seminars and schools (except basic police school) that are required or assigned by the police department shall be considered a job assignment. Hours spent in such training, including travel time, will count as time worked and will be used in the computation of overtime.

ARTICLE 11

SICK LEAVE

11.1 ENTITLEMENT

11.1.1 All full time police officer employees covered by this agreement contracting or incurring any non-occupational sickness or injury, including any pregnancy related disability, which renders such employees physically unable to perform the duties of their employment, or who are quarantined by health authorities, or who are required to make a visit to a physician during working hours because such visit cannot be scheduled during the employees non-working hours, or any medical visits made as a result of any non-occupational sickness, injury or disability, shall be entitled to receive paid sick leave for any period of such sickness or disability injury up to a maximum of 180 days, such sick leave credits to be accrued at the rate of one and one quarter (1 ¼) days per month, or fifteen (15) days per year.

11.1.2 In any case of a non-occupational disability, such disability shall be certified by the attending physician prior to the authorization of payment of sick leave benefits to which the employee may be entitled.

11.1.3 A full time police officer employee, upon written notification to the employer by May 1st of each year, will be allowed the option to sell sick leave back to the employer at a rate
of seventy five (75%) percent of the employees current rate of pay. The employee must maintain thirty (30) days of sick leave at all times to be eligible for this benefit. Buy-back will be in the last payroll period in May of each year. Payment will be made by separate check and taxed as income. An employee may only sell a maximum of ten (10) days per year.

11.1.4 For the purpose of reference, the definition of Occurrence when used in conjunction with sick leave shall be as follows:

1) One day of sick leave used with or without medical verification shall be one occurrence.

2) One or more consecutive days of sick leave used with medical verification shall be one occurrence.

3) One or more consecutive days of sick leave used without medical verification shall be separate occurrences.

(i.e., 3 consecutive days without medical verification shall be 3 occurrences)

An employee will be required to provide medical verification for the following reasons of absence:

1) An employee uses seven sick leave occurrences in any nine month period. This shall include family sick leave pursuant to Article 10.3.1. (Medical verification may be required for a period of up to three months.)

2) An employee is absent for more than three consecutive work days due to illness. (This includes family sick days pursuant to Article 10.3.1.)

3) An employee is absent in conjunction with his RDO, vacation or personal days for more than four occurrences in a six month period. (This includes family sick leave pursuant to Article 10.3.1.)
Any employee who fails to provide medical verification as required above will not be credited sick leave and will not receive pay for that period until such verification is provided. An employee has until three business days after he returns to work to produce medical verification.

Any employee who reaches 8 occurrences in a nine month period may receive a formal written warning indicating his excessive use of sick leave which will be placed in his or her personnel file. Removal of this written warning from the personnel folder is subject to the procedure set forth in Article 18.1.4.

Any employee who reaches 9 occurrences in a nine month period may be subject to the procedure of Article 17 of this agreement.

Bereavement leave used by an employee shall not be counted as an occurrence against the employee.

11.2 NON OCCUPATIONAL DISABILITY DETERMINATION

11.2.1 In the event the employer believes that an employee is no longer physically able to continue performing his regular duties as the result of non-occupational sickness or injury, the employer may require a full examination by a physician selected by the Civil Service Department or Municipal commission having jurisdiction at the employer expense. Should the employee wish to contest the decision of the appointed physician, he may elect to do so pursuant to either Section 72 of the NYS Civil Service Law or in accordance with the following expedited procedure, the election of which shall be exclusive and shall be in writing.

11.2.2 A third physician, mutually agreed upon by the employer and the employee, shall be selected to examine and make final and binding determination concerning the employees ability to perform the duties of his position. The full cost of the third physician shall be born by the employer.
11.2.3 Should the parties be unable to select a third physician, a list containing the names of at least three (3) physicians competent in the medical specialty involved shall be selected from the American Medical Association. The employer and the employee shall alternatively strike a name from the list with the order of striking determined by a coin toss. The single name remaining on the list shall serve as the third physician.

11.3 SEVERANCE PAY

11.3.1 Upon separation from the employer because of retirement, layoff or death, a full time employee or his beneficiary shall receive as severance pay, his remaining accumulated sick leave up to a maximum of seventy-five (75) days.

11.3.2 At retirement, an employee with twenty (20) years of service has the option of receiving payment for accumulated sick leave per Article 11.3.1, above, or the employee can exchange the seventy-five (75) accumulated sick days referenced in 11.3.1 for 100% paid health insurance.

11.4 CONTINUED EMPLOYMENT

11.4.1 An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement, and days paid will be construed as days worked specifically. Sick leave credits will not be accrued while an employee is on unpaid leave status.

11.5 FAMILY AND MEDICAL LEAVE ACT

As outlined in appendix “F” of this agreement.
ARTICLE 12
IN-SERVICE DISABILITY

12.1 SERVICE RELATED INJURY AND ILLNESS

12.1.1 Any employee who is injured in the performance of his duties, or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment, shall, in pursuance with Section 207C of the General Municipal Law and as outlined in the procedure set forth in Appendix “E” of this agreement be paid by the employer the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, the employer shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

ARTICLE 13
WAGES AND CLASSIFICATIONS

13.1 SALARIES

13.1.1 All employees covered by this agreement shall be compensated only in accordance with the salaries established in this agreement as was reached and mutually agreed upon in collective bargaining negotiations effective June 1, 2001, through May 31, 2003, and which is attached to this agreement and marked Appendix “A” and “B” and “C”. Effective 6/1/01: $500.00 will be added to the employee’s base wage; effective 6/1/02: 3.0%.

13.2 INCREMENT INCREASES

13.2.1 All new employees shall be paid the rate of pay for the job classification to which they were hired at the starting rate of the salary schedule, and shall proceed automatically to the
next step of the salary schedule on the anniversary date of their employment each year until the maximum rate of pay for that classification is reached. It is understood and agreed that effective June 1, 1992, all full time employees in the bargaining unit will be placed on the salary schedule set forth in Appendix “A” appropriate to their years of service in their respective classification and all part time employees as set forth in Appendix “B” and “C”.

13.3 PAY PERIODS
13.3.1 The salary and wages of employees shall be paid on the same day (Thursday) every other week. In the event this day falls on a holiday, the preceding day shall be payday. Overtime earned on the Wednesday immediately preceding pay day will not be paid until the next pay period.

ARTICLE 14
HOSPITALIZATION, MEDICAL, DENTAL AND DISABILITY BENEFITS

14.1 COVERAGE AND ELIGIBILITY
14.1.1 All full time police officers in the bargaining unit shall be eligible for coverage for themselves and their eligible dependants under the New York State Health Insurance Plan or its equivalent. Also, the Spectrum 2000 Dental Plan or its equivalent, and a separate prescription drug program with a co-pay shall be provided. Effective June 1st, 1997, the employer agrees to provide the GHI Preferred Dental Plan to all full time police officer employees. The employer agrees to provide all of the above coverage with no additional cost to the employee other than the employee contribution that is currently in effect. The employer agrees to pay any increase during the term of this agreement with no increase in the employees portion.
14.1.1A **Employees Hired After June 1, 2001.** Employees hired after June 1, 2001 shall contribute ten (10%) toward the cost of their health insurance (family, two person or individual). The money due will be deducted from the employee’s paycheck.

14.1.2 New employees shall become eligible after they have been an employee one (1) calendar month. A summary of coverage shall be made available to each employee in handbook form.

14.1.3 The employer agrees to have every employee of the police department screened for Tuberculoses (T.B.) as often as deemed necessary by qualified medical staff at no cost to the employee. And if an employee test returns positive, the employer agrees to pay for the medication and treatment of said disease.

14.2 **TERMINATION OF COVERAGE**

14.2.1 All health insurance coverage provided by the employer will terminate upon the absence of an employee from active payroll for thirty (30) days or more for any reason other than an absence because of illness, retirement or other disability.

14.2A **HEALTH INSURANCE BUYOUT**

A full-time employee who is insured under another health insurance plan may elect to waive participation in the Village’s health insurance plan(s) (*see Appendix “G”*). Each employee electing the health insurance buyout, and providing proof of alternative health insurance coverage, shall receive a one-time payment of $2,000.00 for each calendar year that the buyout is in effect. Payout will be in one lump sum and paid during the first pay period of each December. In the event that the employee elects a health insurance waiver during his first year of service, the buyout amount will be prorated.
Health insurance buyout option will not be available if the alternative coverage available to the employee of this bargaining unit is coverage offered by the Village, through another Village employee.

14.3 SURVIVORS BENEFITS

14.3.1 Any health insurance provided by this agreement will continue to be provided to the surviving spouse and eligible dependents of any employee who is killed in the line of duty, at no cost to the surviving spouse or dependents, until the surviving spouse remarried or the dependents no longer qualify.

14.4 DISABILITY BENEFIT INSURANCE

14.4.1 All employees covered by this agreement shall be provided with disability benefit insurance for absences brought about as the result of non-occupational sickness or injury. The full cost of which is to be born by the employer.

14.4.2 Employees who, as a result of a non-occupational sickness or injury, are eligible to receive disability benefits pay, shall be charged sick leave credits only for the difference between the disability benefit payment and their regular salary within the limits of their accumulated sick leave credits, provided that the disability payment check issue is endorsed over to the employer.

14.4.3 When the period of absence extends beyond the amount of sick leave accruals the employee has credited, such endorsement of the disability payment check by the employee shall no longer be required.

14.5 MEDICAL COVERAGE UPON RETIREMENT

14.5.1 The employer agrees to provide medical coverage to all full time police employees hired prior to June 1, 2001, subject to the provisions of Section 14.5.3 below.
14.5.2 **Employees Hired After June 1, 2001.** Employees hired after June 1, 2001 will not be entitled to health insurance upon retirement.

14.5.3 **Contribution Upon Retirement.** All current active employees (that is, those not yet retired) shall, upon retirement, contribute 25% toward family coverage or 10% toward individual coverage.

**ARTICLE 15**

**RETIREMENT PLAN**

15.1 **COVERAGE**

15.1.1 Commencing June 1, 1989, all full time police officers covered by this agreement shall be covered under Section 384(d) of the New York State Police and Fireman Retirement System that provides for employees retirement at half (1/2) pay after twenty (20) years service.

15.1.2 All employees shall also be covered under the guaranteed minimum death benefit provided by Section 60(b) and 360(b) that provide for three (3) times the annual rate of pay (rounded to the next higher multiple of $1,000, but limited to $20,000 in case of death. This guaranteed minimum death benefit would be applicable to employees who were employed on March 31, 1971 who were below the age of 60 when they began the employment and had at least 90 days of continuous service immediately preceding death. This guaranteed minimum death benefit to such eligible persons is in place of the regular ordinary death benefit when the regular ordinary death benefit would not be greater.

15.1.3 Employees shall have the prerogative of purchasing service credit for World War II military service. Section 41k and 34k would be available to members who, because their government employment began after service in World War II service and privilege of members
who had service as members of any other retirement system operated by the State of New York or subdivision of the State (e.g., NYS Teachers Retirement System, NYC Retirement System) who failed to exercise prerogative of transfer to now regain credit for that service making the member contributions (section 43 and 343), and recovery of privilege of having service credited for past or period of military leave without pay by members who by failing to initiate or make required contributions whether the prescribed period of time (5 years after restoration to employment) did not originally avail themselves to this privilege. (Section 243 Military Law).

ARTICLE 16

GRIEVANCE PROCEDURE

16.1 DEFINITION

16.1.1 A grievance shall be defined as any disputed matter pertaining to the meaning, interpretation and/or application of the terms of this agreement.

16.2 SETTLEMENT OF A GRIEVANCE

16.2.1 The intent of this article is to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees and the Union, free from any interference, coercion, restraint, or acts of reprisal. The following procedures shall be the only procedure by which employees or the Union may initiate, pursue and settle any grievances.

**Step 1:** The employee and/or the Union shall attempt to resolve the grievance informally with the appropriate immediate supervisor within twenty (20) calendar days of its occurrence or twenty (20) calendar days from the date on which the employee or the Union should reasonably have known of such occurrence. The immediate supervisor shall attempt to resolve the dispute within seven (7) calendar days.
**Step 2:** In the event the grievance has not been satisfactorily resolved at the informal step of the grievance procedure within the time limits, the Union shall present the matter, in writing, to the Chief of Police within ten (10) calendar days of a response by the immediate supervisor, or the date that such a response would have been due. The Chief of Police shall attempt to resolve the matter, and shall respond to the Union, in writing, within ten (10) work days of receipt of the written grievance.

**Step 3:** If the grievance remains unresolved, it shall be presented by the Union President or his authorized representative, to the Village Board or their authorized representative in writing, within ten (10) calendar days of the date of receipt of the response to the Chief, or the date on which such response was due. The trustees or their authorized representative, shall schedule a meeting with the Union grievance committee within ten (10) work days of the date of receipt of the written grievance. The Board of Trustees, or their authorized representative, shall, within ten (10) calendar days of the date such meeting is held, set forth a response, in writing, to the Local Union President or his authorized representative, with copies to each of the members of the Union grievance committee.

**Step 4:** If the grievance is still unresolved, the Local Union may, within twenty (20) calendar days of the date of the response of the Board of Trustees, or their authorized representative, or the date on which such response was due, request arbitration. Such request shall be made in the manner set forth below.

### 16.3 ARBITRATION PROCEDURE

16.3.1 A demand for arbitration shall be forwarded to Council 82 for review, and if deemed necessary, shall be submitted to the New York State Public Employees Relations Board (PERB), and the matter shall proceed according to its rules of procedure.
16.3.2 Arbitrators shall be requested to issue their decision within thirty (30) calendar days of the conclusion of testimony and argument, and they shall be bound by the rules of the Public Employment Relations Board which are applicable to labor relations arbitrations which are in effect at the time of the arbitration. Should a disagreement arise regarding the arbitration of an issue, arbitrators shall have the authority to make the determination whether the issue is arbitrable. Once the determination is made that the dispute is arbitrable, arbitrators shall then proceed to make a determination based upon the merits of the dispute.

16.3.3 The arbitrator shall have no right to amend, modify, nullify, add to or subtract from the provisions of this agreement. In no case shall an arbitrators award be retroactive beyond twenty (20) days prior to the date at which the Step 1 grievance was initiated.

16.3.4 On matters of discipline, an arbitrator shall confine himself to a determination of innocence or guilt, and whether any proposed penalty is appropriate. However, should the issue of probable cause for suspension pursuant to 17.2.1 of this agreement arise, he may consider such suspension in determining the appropriateness of the penalty.

16.3.5 The arbitrator may not consider evidence which has not been previously discussed between parties unless otherwise agreed upon by the parties.

16.3.6 The fees and expenses of the arbitrator shall be divided equally between the employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record and makes copies available without charge to the other party and the arbitrator.

16.4 MATTERS RELEVANT TO THE GRIEVANCE PROCEDURE

16.4.1 The time limits at any step of the grievance procedure shall be strictly enforced, however, they may be extended by mutual agreement in writing. If the employer does not
answer a grievance within the time limits provided, the grievance may be moved by the Union to the next step of the grievance procedure. If the Union does not so move, the grievance shall be deemed untimely and withdrawn.

16.4.2 Any step of the grievance procedure may be by-passed by mutual agreement in writing.

16.4.3 In the case of a group policy or organization type grievance, the grievance may be processed beginning at step 3 above.

16.4.4 The Union shall not be required to initiate and pursue a grievance at any stage of the grievance procedure if it considers the grievance to be without merit.

16.4.5 The Union President, or his designee, the aggrieved employee, and necessary employee witnesses, shall suffer no loss of time or pay as the result of time spent in any grievance hearing or arbitration proceeding during their regular work hours.

GRIEVANCE COMMITTEE

16.5.1 The Local Union grievance committee shall consist of the elected Board of Officers for the Local Union. They shall be the President, Vice President, Treasurer and three (3) Executive Board members. The names of these Local Union officers shall be certified in writing to the employer by the Local Union. Should a grievance need to be presented to the employer, the President or his designee, the grievant(s), a representative of Council 82 and legal counsel may all or in part present said grievance to the employer on a pre-determined time and place.
16.5.2 Any grievance committee meetings with the employer shall be held during working hours upon a site mutually agreed upon by the Local Union and the Employer and without loss of time or pay to the employees.

16.6 PROCESSING GRIEVANCES DURING WORKING HOURS

16.6.1 Grievance committee members may investigate and process grievances, including attendance at an arbitration proceeding, relevant to a grievance in which they are directly involved during their regular working hours without loss of time of pay.

ARTICLE 17

DISCIPLINE AND DISCHARGE

17.1 DISCIPLINARY PROCEDURE

17.1.1 No employee shall be disciplined or otherwise removed except in accordance with the provisions of this article.

17.1.2 A disciplinary action may be taken against an employee only for acts of incompetency or misconduct related to his responsibilities as an employee. Such disciplinary action shall consist of one of the following:

* Oral reprimand
* Written reprimand
* Suspension
* Loss of leave credits
* Demotion
* Discharge
17.1.3 Any appeal of a disciplinary action brought against an employee must be processed as a grievance as set forth in Article 16 of this agreement, except that it must be submitted at step 3 of the procedure.

17.1.4 Whenever the employer seeks the imposition of any of the above penalties, the employee shall be served a written notice of specific charges being brought against him and the proposed penalty. The notice of discipline shall contain a detailed description of the charges, including dates, times and places. A copy of the charges shall be sent to the Union at the same time it is sent to the employee.

17.1.5 No disciplinary charges may be brought against an employee for alleged acts which occurred during any period of time exceeding eighteen (18) months, except that the above limitation shall not apply to acts, which if proved in court of appropriate jurisdiction, would constitute a crime. However, the employees whole record of employment may be considered with respect to the appropriateness of the penalty.

17.2 SUSPENSION PENDING OUTCOME OF GRIEVANCE

17.2.1 Any employee against whom a disciplinary action is brought may be suspended without pay prior to the formal service of a notice of discipline. However, in any case where an employee is suspended prior to the issuance of a formal notice of discipline, such notice must be forth coming within three (3) calendar days of the date of suspension. No suspension without pay may exceed thirty (30) calendar days, except that an employee shall not be entitled to receive pay during any period in which the Union or the employee request an adjournment of any scheduled proceeding as the result of not being ready to proceed.
17.2.2 Any employee who has been suspended in accordance with 17.2.1 above may proceed directly to arbitration by filing a demand for arbitration as set forth in the grievance and arbitration procedure within ten (10) business days following the service of notice of discipline. If no notice of discipline is served within the time limits set forth in 17.2.1 above, the disciplinary action shall be declared null and void, and the employee paid for all time lost.

17.3 RIGHTS OF THE PARTIES

17.3.1 Notwithstanding any of the above settlements of disciplinary matters informally shall be permitted, provided that the employee is given a reasonable opportunity to have a representative of the Union or his attorney present, should he so request. Any settlement shall be reduced to writing, and a copy provided to the Union and placed, together with the notice of discipline, in the employee’s personnel file.

17.3.2 On matters of discipline, employees shall have the right to choose to be represented by their own private attorney. However, should an employee choose to be represented by his own attorney, all cost associated with his retention shall be the responsibility of the employee, and the Union will be absolved of any liabilities. In addition, the employee shall be fully responsible for the shared cost of the arbitrator fees and expenses with the employer.

ARTICLE 17A

DUE PROCESS HEARING PROCEDURE

17.3.3 DUE PROCESS HEARING

Where, because of statutory mandate or judicially imposed mandate the Village is required to hold a due process hearing, the matter shall be submitted to an arbitrator pursuant to
Article 16.3 of this agreement. This does not preclude either party from thereafter pursuing any court action authorized by law.

**ARTICLE 18**

**PERSONAL HISTORY FOLDER**

18.1 REQUEST FOR REVIEW

18.1.1 An employee shall, within five (5) working days of a written request to the department, have the opportunity to review his personal history folder in the presence of a Local Union representative (if requested by the employee) and an appropriate official of the department. Such right shall not be abused. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

18.1.2 The official personal history folder shall contain all memoranda or documents relating to such employee which include criticism, commendation, appraisal or rating of such employees' performance on his job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his official personal history folder.

18.1.3 An employee may, at any time, request and be provided copies of all documents and notations in his official personal history folder of which he has not been previously given copies. If such file is maintained at a location other than the police department, it shall be forwarded to the employee for requested review by the employee.

18.1.4 Any material in an employees official personal history folder of an adverse nature up to and including oral and/or written reprimand, over one (1) year old may, upon the employees written request, be removed from the personal history folder by mutual agreement of
the employee and the employer. This does not preclude the earlier removal of such material. All
denials of such request by and employee shall be subject to the grievance procedure. Any other
discipline, as that term defined in Article 17.1.2, shall remain indefinitely in the personal history
folder.

ARTICLE 19

DEPARTMENTAL INVESTIGATION

19.1 QUESTIONING OF EMPLOYEES

19.1.1 All investigations shall be conducted in a manner conducive to good order and
discipline.

19.1.2 Any questioning of an employee shall be at a reasonable hour and if possible
during the employees regular tour of duty. The questioning, if possible, shall take place at a
police facility.

19.1.3 Before any questioning begins, the employee shall be informed if he is a potential
witness or target, and who will be in attendance. If the employee is a potential target, he shall be
informed of the specific purpose of the investigation. If the investigation could lead to criminal
charges, the employee shall be apprised of his constitutional rights.

19.1.4 All questioning of an employee shall be conducted in a reasonable manner, free of
any threats, promises and intimidation.

19.1.5 In all cases where an employee is to be questioned concerning an alleged
violation of department rules and regulations which, if proven, may result in a criminal action
against the employee, he shall be afforded an opportunity to consult with an attorney or a
representative of the Union for a reasonable period of time before any questioning begins.
19.1.6 An attorney or union representative may, upon request of the employee, be present where the questioning could result in criminal or disciplinary charges against the employee.

19.1.7 The questioning of an employee who is a target shall be either recorded mechanically or by a stenographer, unless waived by mutual request.

19.1.8 The procedural requirement set forth above shall not apply to circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of an employee.

19.1.9 No employee shall be requested to sign a statement of an admission of guilt to be used in any disciplinary proceeding without having reasonable opportunity to have a Union representative or an attorney present.

ARTICLE 20

GENERAL PROVISIONS

20.1 NON-DISCRIMINATION

20.1.1 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation pursuant to law. The male third person pronoun is used throughout this agreement for grammatical consistency, and in each case, should be read to include employees of both genders. The employer recognizes the right of employees to become members of the Union, and agrees not to interfere with their rights to do so or to remain in such membership.
20.2 LABOR MANAGEMENT COMMITTEE

20.2.1 Upon request of either party conferences shall be held between representatives of the employer and at least three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meeting fall within their regular work hours.

20.3 JOINT SAFETY COMMITTEE

20.3.1 The employer and the Union agree jointly to establish a safety committee consisting of an equal number of employer and Union representatives, the number of members to be agreed upon. This committee will advise management of all safety activities. The joint committee shall:

A. Make immediate and detailed investigations of each accident to determine fundamental causes;

B. Develop data to indicate sources and injury rates;

C. Make inspections to detect hazardous physical conditions or unsafe work methods, and recommend changes or additions to protective equipment or devices for the elimination of hazards;

D. Promote safety for workers and participate in making the safety program known to all workers; and
E. Conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

20.4 WORK RULES

20.4.1 Whenever the employer changes existing work rules or adds new work rules, they shall not become effective until they have been posted prominently on all department bulletin boards for at least three (3) work days.

20.4.2 Employees shall comply with all existing rules that are not in conflict with the terms of this agreement.

20.4.3 An unresolved complaint as to the reasonableness of any work rule or any complaint involving discrimination in the application of any work rule shall be resolved through the grievance procedure.

20.4.4 It is agreed that the performance evaluation process shall be as stated in Appendix “D” dated June 1, 1994, and that said process will not be modified unless negotiated by and between the employer and the Union.

20.5 UNIFORMS AND MAINTENANCE

20.5.1 The employer shall, at all times, provide to employees, clothing and equipment necessary for the operation of the police department; one (1) summer hat, one (1) winter hat, four (4) summer shirts, four (4) winter shirts, six (6) medium weight pants, one (1) tie and tie clip, one (1) turtleneck “Dickie”, one (1) pants belt, one (1) jacket or coat suitable for year round wear, one (1) pair gloves, one (1) water proof rain coat, one (1) bullet proof vest, one (1) duty weapon and ammunition, one (1) gun belt with holster, handcuff case, baton ring, one (1) baton, one (1) double ammo pouch, four (4) belt keepers, one (1) pair standard handcuffs, one (1) clip
board, one (1) hat badge, two (2) breast badges, one (1) wallet badge and case, one (1) name tag and anniversary date tag, collar brass, and all other equipment deemed necessary or required by the Chief of Police to carry out the everyday duties of a Catskill police officer.

20.5.2 In lieu of maintenance and cleaning of uniforms, the employer agrees to pay each full time employee the sum of five hundred fifty ($550) dollars effective June 1, 2000. All part time employees shall receive one-half of the amounts as set forth above. All of the above payments will be made by separate check to the employee and shall be taxed in accordance with the Law.

Should an employee (full or part time) leave the service of the Catskill Police Department due to termination or resignation, the clothing maintenance allowance shall be adjusted according to the months worked by the employee during the fiscal year. If any over payment was made to the employee, that amount will be deducted from the employee’s final salary or severance check.

20.5.4 The employer shall replace ballistic vest panels after the panels warranty has expired and upon written request of an employee.

20.6 TEMPORARY EMPLOYEES

20.6.1 Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employee shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary reassignment.
20.6.2 Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this agreement from the date of permanent appointment.

20.8 PERSONAL DAMAGES

20.8.1 The employer shall replace, reimburse or repair any loss or damage incurred to the employees personal property which was brought about as a result of activities performed by the employee in the course of his employment for the employer. Any personal property (job related) which an employee seeks to utilize in the performance of duty must have the prior written approval of the Chief of Police in order for this provision to be applicable. A cap of one hundred ($100) dollars per incident shall be placed on jewelry items. The burden of proof shall rest with the employee to substantiate claims. The determination whether the property should be replaced or repaired will be made by mutual agreement between the employee and the Chief of Police. If the employee and the Chief are unable to agree upon replacement or repair then the determination shall be made by a qualified third party.

20.9 MODIFIED DUTY ASSIGNMENTS

20.9.1 Employees who become temporarily disabled and are unable to perform their normal duties due to a non-work related injury or illness, may at the discretion of the Chief of Police or his designee, be place on modified duty assignments by the employer, providing permission is obtained from the employees attending physician. Modified duty assignments shall mean work assignments that the employee is physically able to perform. The duration of the modified duty assignment shall be the prerogative of the attending physician. The nature of the modified duty assignment shall be the prerogative of the employer in consultation with the
employee’s attending physician. Under no circumstance will the employee be assigned to work which would aggravate his temporary disability.

20.9.2 AMERICANS WITH DISABILITIES ACT

With respect to compliance by the Village with the provisions of the Americans with Disabilities Act (the Act) and regulations issued pursuant to the Act, the Union agrees that it shall have the same obligations as the Village with respect to reasonable accommodation. With respect to the Villages attempt toward a reasonable accommodation in accordance with the provisions of the Act, and regulations issues pursuant to the Act, the Union shall have affirmative obligation to assist the Village in achieving any such accommodation.

20.10 VEHICLE’S CONDITION

20.10.1 The employer agrees to keep vehicles in good working condition.

20.11 EMPLOYEE DRUG TESTING

20.11.1 The purpose is to establish procedures for conducting drug testing for members of the Catskill Police Department.

20.11.2 POLICY STATEMENT

The potential use of illegal controlled substances by police officers poses a serious threat to the integrity of the law enforcement function and most importantly jeopardizes the safety of the community. Recognizing this, the parties agree to institute a drug testing procedure as hereinafter set forth.
20.12 SAMPLE COLLECTION – REASONABLE SUSPICION BASIS

20.12.1 A. An employee of the department may be ordered to submit to testing to determine the presence of illegal controlled substances.

B. In determining whether to order a test in a particular case, the employer must balance the employee’s right to privacy from unreasonable intrusions against the employer’s interest in assuring the integrity and fitness of its employees to carry out the police function in the community.

C. The order to submit to testing must be justified by a reasonable suspicion that the employee has reported for duty under the influence of illegal controlled substances or engaging in the use, distribution, or sale of illegal controlled substances either on or off duty.

D. While the reasonable suspicion standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

E. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based upon specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

F. Reasonable suspicion may be based upon, among other matters, observable phenomena, such as direct observation of use and or physical symptoms of using or being under the influence of illegal controlled substances such as, but not limited to, slurred speech, disorientation, a pattern of abnormal conduct or erratic behavior, of information provided by reliable and credible sources or which is independently corroborated.
G. The employer will not test solely on the information of anonymous sources unless the information is corroborated by reliable and credible sources or objective evidence.

H. Whenever an officer reasonably suspects, based on his own observations, that an employee has reported to duty in an impaired condition due to the use of an illegal controlled substances or the abuse of prescription drugs, such information should be immediately communicated to the department CEO or his designee. Such communication should be made as confidentially as reasonably possible.

I. The department CEO or his designee will assign a supervisor or assign himself to act as an investigator to conduct an investigation of the allegation. The purpose of the investigation is to determine if the available facts objectively indicate that reasonable suspicion exist to pursue the inquiry. If the allegation is based upon someone’s observation of the suspected employee, the investigator must personally observe the suspected employee. The investigation should be conducted with a degree of discretion that will insure, as much as possible, the dignity and privacy of the employee.

J. When the department CEO or his designee believes the available facts objectively indicate that reasonable suspicion exist that a test of the employee would yield a positive result for the presence of an illegal controlled substance or its metabolites, documentation of such facts must include a full description of the employees appearance and demeanor, the observations of witnesses, and the nature and source of the information. Where the employers source of information constituting reasonable suspicion that a chemical test for a particular employee would likely yield a positive result, consist in whole or part of observations made by a confidential informant (confidential informant meaning an employee or agent of a
governmental law enforcement agency), in such a circumstance, the source of that part of the information shall be deemed sufficiently identified by recording the name and location of the governmental law enforcement agency without disclosing the name of the confidential informant.

1. In disciplinary proceedings based on refusal to submit to drug testing or upon testing positive for use, the employer cannot be compelled to reveal the name of any "confidential informant" nor can evidence of the contents of the report of such "confidential informant" be suppressed because of the employers refusal to reveal the name of such confidential informant.

K. An employee ordered to submit to a testing shall be advised that he has a right to consult with counsel or a Union representative and the employee shall be afforded an opportunity, if he requests, to consult with counsel or an Union representative provided that counsel or Union representative responds without undue delay. Reasonable efforts to assist the employee in contacting a Union representative, or counsel, if the employee desires, shall be made. The employee shall also be given a brief verbal explanation, in the presence of counsel or a Union representative if requested, of the factual basis of the conduct leading to the formation of a reasonable suspicion, including the employees acts, and the relevant dates, places and times thereof and source of information.

20.13 SAMPLE COLLECTION PROCEDURE

20.13.1 Collection and analysis of the sample based upon reasonable suspicion shall be made in accordance with the provisions set forth below.
A. Sample collection shall be made in a setting free of any substances that may be used to contaminate the specimen. The department CEO shall provide the employee to be tested with a container to be used to collect the sample. An employee shall not be witnessed while submitting a sample but administrative procedures may be set forth to insure the integrity of the sample. If an employee is unable to provide a specimen when requested, he shall be given a reasonable time period considering the circumstances to provide the specimen.

B. The specimen will be provided by the employee being treated and the filled container will immediately be given to the department CEO who will examine the sample to determine that it is of the appropriate color, clarity, temperature and volume. The specimen will be immediately sealed and tagged in three (3) separate containers which the department will maintain custody. The department will maintain secure custody of the three (3) separate containers in such way that they may later be tested for the presence of illegal controlled substances. Chain of custody documentation shall be maintained from receipt of the specimen to destruction. The employee being tested may request that a Union representative be present to observe the sample collection process.

20.14 SAMPLE TESTING

20.14.1 A. The first specimen container will undergo a screening test. Any positive result of said test will be tested for verification by a confirming test conducted by a laboratory testing the first sample by gas chromatography with mass spectrometry or an equivalent scientifically accepted method that provided quantitative data about the detected drug or drug metabolites. Only a laboratory licensed pursuant to section five hundred and seventy five (575) of the New York State Public Health Law shall be used to analyzed and report on samples.
B. Testing shall be conducted in a manner to ensure an employee's legal drug use does not affect the test results. The employee will be required to sign a release of information in the event that a physician must be contacted for clarification or verification of legal drug use.

C. If the results of the confirming test of the original test are positive, the employee may within ten (10) calendar days of the employee's written notification of the positive confirming test, elect to have the remaining specimen tested by a laboratory of his choice licensed pursuant to section five hundred and seventy five (575) of the New York State Public Health Law for testing by gas chromatography with mass spectrometry or an equivalent scientifically accepted method. Chain of custody documentation shall be maintained. A copy of the lab report of such test will be provided to the employee.

D. If the test of the second specimen is confirmed positive or if the employee does not exercise his right to have the second specimen tested where the confirming test of the first sample has been positive, the employee shall be subject to the disciplinary process as set forth in Article 17 of this agreement.

E. If the results of either of the two (2) confirming tests are negative no documentation may be kept in the employee's personnel file and evidence of the testing may never be used against any employee in any subsequent disciplinary proceeding or for any other purpose.
20.15 GENERAL PROVISIONS

20.15.1 An employee's refusal to submit as ordered to scheduled testing or testing on the basis of reasonable suspicion may subject the employee to the disciplinary process as set forth in Article 17 of this agreement.

20.15.2 When written reports of laboratory results are received by the employer, a copy shall be provided to the employee who was tested.

20.15.3 Records concerning positive tests will be maintained in a secure and confidential manner. Only records of a positive final outcome may be part of and employees permanent personnel file.

20.15.4 Employees shall be paid for all of their time including overtime where applicable to participate in the testing process.

20.15.5 Cost of testing shall be born in the following manner;

1. The employer shall bear the cost of the screening test.

2. If a positive result is obtained based upon the screening test, seventy-five (75%) of the cost of the confirming test shall be paid by the employer with the remaining twenty-five (25%) paid by the tested employee.

3. The cost of the confirming test at the tested employee's option shall be born by the tested employee.

4. If the final outcome of the testing process results in a negative outcome, or if either of the confirming tests yields a negative results, the employee shall be reimbursed for all testing cost incurred.
5. If the final outcome of the testing process results in a positive outcome, the tested employee shall reimburse the employer for all testing cost incurred.

20.17 PART-TIME POLICE OFFICERS

20.17.1 PART-TIME WORK FORCE COMPLIMENT

It is agreed that the part-time police work force shall not exceed one-half of the full-time police work force. When the full-time police work force is an odd number, one-half will be rounded up (i.e., 13 full-time, 7 part-time).

20.17.2 OUTSIDE EMPLOYMENT

A part-time police officer hired after November 1, 1993 may only possess one other employer in addition to that of the Catskill Police Department.

20.17.3 AVAILABILITY

A) A part-time police officer must work a minimum of eight (8) work shifts per month.

B) A part-time police officer shall provide the Chief of Police or designee a detailing of the time(s) when he/she is not available for assignment.

C) A part-time police officer must be available to work two (2) out of four (4) weekends per month provided it does not interfere with his full-time employment.

20.17.4 UNAVAILABILITY

A) A part-time police officer shall provide to the Chief of Police a memorandum giving a reason why said employee was unable to work a scheduled shift. Such memorandum must be submitted within forty eight (48) hours from the beginning of said shift.

B) A part-time police officer shall not fail to work any two consecutive schedule shifts OR any three scheduled work shifts within a schedule period.
20.17.5 SCHEDULING Part-time employees can be scheduled up to five (5) eight hour shifts in any two week pay period. It is understood and agreed that part-time employees are not eligible to be paid benefits unless the employer schedules the part-time employee for more than five (5) eight hour shifts for a minimum period of 90 days. Any break in this 90 day period shall cause the 90 day period to re-start. Part-time employees accepting additional shifts over and above the scheduled shifts, shall not be counted against the employer.

20.17.6 DISCIPLINARY ACTION

Failure to comply with the above stated rules may result in disciplinary action as set forth in Article 17 of this agreement.

20.17.7 RECEIPT OF BENEFITS

In the event the employer should use part-time employees to displace permanent full-time employees, those part-time employees employed on a regular basis five (5) eight-hour shifts in one pay period shall be entitled to receive all benefits provided to all full-time employees covered by this agreement, but on a prorated basis, with the exception of hospitalization and medical benefits, which shall be paid in accordance with the provisions of 14.1.1 of this agreement. Should a part-time or temporary employee receive benefits under Article 14.1.1 of this agreement, that employee shall be required to contribute the same amount toward this benefit as a full time employee.
ARTICLE 21

INDEMNIFICATIONS

21.1 JUDGEMENTS

21.1.1 The employer shall indemnify all employees covered by this agreement from any judgment made against such employees which are based on actions taken by them in the performance of their duties, whether on or off duty, and within the scope of their employment, provided the actions that formed the basis of the suit or complaint did not arise out of willful and intentional misconduct or gross negligence of such employee.

21.2 DEFENSE

21.2.1 The Village will continue to provide legal and financial protection for members sued for action taken in the course of his employment. For any legal action taken against any Village police officer by any party, the Village Board will make a determination as to whether they believe said employee was acting within the scope of his employment. That determination shall be made in the following manner; The Chief shall conduct an investigation with the Union representative assistance. At the end of said investigation, both will have the opportunity to present their position to the Village Board, who will make the initial decision. If the Village Board decides that the employee was acting within the scope of the officer’s employment, the Village shall pay the legal costs of the officer’s attorney for representing the employee at all stages of any lawsuit, up to and including the completion of any trial. Prior approval of said counsel, by the Village, is necessary in order for the Village to pay the legal costs. If the Village Board decides the employee was not acting within the scope of his employment, the matter may be submitted to a standing third party neutral, mutually selected by the Union and the Village. This neutral party shall render a decision regarding scope of employment within five (5) business
days of the completion of the presentation of the matter. The Village shall continue to pay for an officer's counsel until such time the neutral party renders his decision. The decision of the third party shall be binding upon the Village, Union and the officer.

21.2.2 Any employee served with a notice of claim of summons claiming damages arising out of actions covered by 21.1.1 must forward it to the employer within seven (7) calendar days of receipt, and shall have a continuing duty to forward any further legal papers concerning such claims within the same time limits.

21.2.3 Any employee involved in any incident which may be the subject of litigation must cooperate with the employer in all respects. Such employee must respond promptly to letters, appear for interviews, hearings and examinations, as requested by the employer or its retained counsel. Employees shall be paid for all such time spent to comply with this Article. All such time shall be used in computing overtime.

ARTICLE 22

STRIKES AND LOCKOUTS

22.1 LOCKOUTS

22.1.1 No lockouts of employees shall be instituted by the employer during the term of this agreement.

22.2 STRIKES

22.2.1 No strikes of any kind shall be caused or sanctioned by the Union during the term of this agreement.
ARTICLE 23

SAVINGS CLAUSE

23.1.1 Upon any Article, Section or portion thereof of this agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 24

MAINTENANCE OF BENEFITS

24.1.1 Any benefit presently in effect for employees covered by this agreement will be retained and remain in force as if such benefit is a part of this agreement, except where such benefit has been abridged by this agreement, or where it has been otherwise mutually agreed between the Union and the employer.

ARTICLE 25

LEGISLATIVE ADVANTAGES

25.1.1 Nothing in this agreement shall prohibit the employees covered by this agreement to receive the advantages of any benefits enacted by the State or Federal government during the life of this agreement.

ARTICLE 26

TOTAL AGREEMENT

26.1.1 Not withstanding any personnel rules and regulations, local laws, or other laws that previously were in effect to the contrary, the foregoing constitutes the entire agreement between the parties, and shall supersede any and all such previous rules, regulations and laws
and no verbal statement or other amendments except an amendment mutually agreed upon between the parties and in writing, annexed hereto, designated as an amendment to this agreement, shall supersede or vary the provisions herein.

**ARTICLE 27**

**STATUTORY PROVISIONS**

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

**ARTICLE 28**

**MANAGEMENT RIGHTS**

28.1.1 It is agreed that the employer retains the rights to direct employees to hire, promote, transfer, discipline, subject to law and terms and conditions of this agreement, to maintain the efficiency of operations entrusted to him, to determine the methods, means, processes and personnel by which said operations are to be conducted, and to take whatever actions is necessary to carry out the mission of the Department, provided that such rights shall not be in violation of any other section of this agreement.
ARTICLE 29

EXPIRATION AND MODIFICATION

29.1.1 This agreement shall be effective as of the first day of June 2001, and shall remain in full force and effect until the thirty-first day of May, 2003. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, prior to the expiration date that it desires to modify this agreement. In the event that such notice is given, negotiations shall commence on a mutually convenient date not later than thirty (30) days after the notification is given.


Richard Sturm
Council 82 Representative

Local Union President

Union Representative

[Signatures]

[Signatures]

Michael J. Bottger
Village President

Patricia A. Delany
Village Trustee

Paul D. Brandt
Village Trustee

[Signatures]

[Signatures]
Appendix "A"
FULL TIME POLICE OFFICERS SALARY STRUCTURE

<table>
<thead>
<tr>
<th>Classification</th>
<th>Years Service</th>
<th>Effective 6/1/2001</th>
<th>Effective 6/1/2002</th>
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<td>Recruit (Academy)</td>
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<td>26,780</td>
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<td>Police Officer</td>
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Upon completion of 19 years members shall have an additional $100.00 added to his salary base.

Upon promotion to the rank of Sergeant, an employee shall have (6/1/01 $3,200.00)(6/1/02 $3,950.00) added to his base salary.

Recruit Salary is maintained until successful completion of Basic course for Police Officers and Officer Field Training Program as determined by the Chief of Police or his designee.

An Officer hired with BMP/MPTC Certification will be hired at "Starting" Rate.
APPENDIX “B”
PART TIME POLICE OFFICERS SALARY STRUCTURE

Effective 6/1/01
14.27

Effective 6/1/02
14.70

A Part Time Officer will receive $2.00 (Two Dollars) less per hour until such time as the Part Time Officer successfully completes the Officer Field Training program as determined by the Chief of Police or his Designee. The parties agree that the Part Time hourly rate will be the same as the hourly rate of a starting Full Time Police Officer.
APPENDIX “C”
COMMUNICATION SPECIALIST SALARY SCHEDULE

Effective 6/1/01
10.40

Effective 6/1/02
10.71

Upon completion of six years of service a Communications Specialist will be paid a one time bonus of $250.00.
APPENDIX “D”
PERFORMANCE EVALUATION

RATER’S RESPONSIBILITY

1. At the beginning of the rating period, the rater shall meet with all members he is to evaluate to explain to them the tasks of the member's position, expectations of the rater and the performance criteria to be applied. These meetings shall be scheduled during a member’s tour of duty.

2. During the rating period make notes of member’s actions that demonstrate strengths or indicate areas in need of improvement.

3. Utilize all administrative resources (reports, time and attendance records, disciplinary memos, etc.) as references when evaluating performance.

4. Rate each member fairly and objectively for the entire rating period using the performance factors. Select the performance attribute that most accurately describes the member’s performance. It is not necessary that the indicator precisely describe the member’s performance but that you are selecting the indicator which is the best available description of the member’s performance.

5. The rater must view each performance factor separately and compare the performance of the member to the performance indicators.
6. Once sections 1 through 8 of the performance evaluation are completed and the form has been approved by the appropriate authority, the rater shall schedule a meeting for each member rated. The meeting shall be scheduled during a member’s tour of duty. Both the rater and the member will review and discuss the performance evaluation, to counsel and coach the member where necessary and to clarify any aspect of the evaluation where necessary.

INSTRUCTIONS TO COMPLETE THE PERFORMANCE EVALUATION FORM

Section 1: Complete the name of the member to be rated, his rank and shield number.

Section 2: Indicate the type of performance evaluation.

Section 3: Indicate the dates of the rating period.

Section 4: Utilizing the instructions in SECTION IV and this guide, evaluate the member’s performance for each performance factor, which contains a number of distinct performance factor items. A member is to be rated for each factor item utilizing the rating scale set forth below.

Rating Scale

1. **Below Standard:** Performs at a level that seldom meets the requirements and expectations for the rating factor. To be rated below standard in a rating factor, a member’s performance must be inferior to that required and denote continued poor performance after counseling and/or guidance.

2. **Needs Improvement:** The member performs at a level that occasionally fails to meet the requirements of expectations of the position. To be rated as needing improvement in a rating
factor the member’s performance should indicate a definite need for improvement and the rater should specify areas where improvement is required.

3. **Standard:** The member performs at a level that meets the requirements and expectations for the rating factor. Standard represents the “base line” from which a member’s evaluation may be raised or lowered.

4. **Above Standard:** Performs at a level that noticeably exceeds that which is required of expected.

**N.O. “Not Observed.”** The factor item was not observed or not enough observations were made to make an accurate rating.

For each rating factor, subtotal the number of factor items rated and entered the number in the “N.O. Factor items rated” column. DO NOT include factor items “Not Observed.” Subtotal the rating points for each rating factor and enter in the “RATING POINTS” column.

For members holding the rank of Police Officer (full or part-time) performance factors 1 through 10 shall be completed. For members holding the rank of Police Sergeant performance factors 1 through 9 and 11 shall be completed.

**Performance Factors**

1. **Appearance.**

   A. _____ Is the member in adequate physical condition and does he keep physically fit?

   B. _____ Does the member conform to Department Policy and Instruction regarding grooming and personal hygiene?

   C. _____ Is the member’s uniform or clothing clean, neat and in good repair and does he wear it properly? (Example: leather gear and shoes shined, etc.)
D. _____ Does the member maintain his workstation and/or assigned vehicle?

2. Reports

A. _____ Does the member submit reports and other written materials that are accurate?
B. _____ Does the member submit reports and other written materials on time?
C. _____ Does the member submit reports and other written materials that are complete, concise and grammatically correct?
D. _____ Does the member submit reports and other written materials that are neat and in proper form?

3. Judgment & Decision Making

A. _____ Does the member make routing decisions without assistance?
B. _____ Does the member display the ability to analyze a situation and after consideration of all factors involved and alternatives, arrive at a decision and then take appropriate action?
C. _____ Does the member display foresight in his reactions and responses to potentially hazardous situations?
D. _____ Does the member display the ability to assess situations properly and recognize dangerous situations?
E. _____ Does the member make the proper decision when faced with dangerous or challenging situations?
F. _____ Does the member strive to gain as much information as possible when dealing with a situation before arriving at a conclusion?

G. _____ Does the member give a reasonable account of the actions he has taken and accept responsibility for those actions he has taken?

4. Ability to work without supervision.

A. _____ Does the member handle the duties and activities which have been established by the Department for his position without seeking or expecting help or advice, except in unusual circumstances?

B. _____ Does the member follow through on assignments?

C. _____ Is initiative shown in daily work?

D. _____ Does the member provide original suggestions for improvements?

5. Knowledge of assignment.

A. _____ Does the member keep abreast of situations and conditions which affect his assignment (i.e. daily log; criminal, non-criminal, public order and traffic concerns)?

B. _____ Does the member apply the knowledge and experience of his assignment in solving crimes or correcting non-criminal problems?

C. _____ Does the member know where and how to obtain information that is necessary in his day to day work (i.e. community resources such as other public service agencies, use of appropriate texts, etc.)?
6. **Attention to Duty.**

A. _____ Does the member stay on post or within assigned area?

B. _____ When the member takes meal breaks or rest periods does he exceed allotted times or takes breaks at inappropriate times?

C. _____ Does the member recognize, identify and react to job related activities and conditions (consider whether the member avoids activity or whether he actively identifies opportunities for activity)?

7. **Knowledge of Policy, Procedure, Law and Statutes.**

A. _____ Is the member familiar with and comply with commonly applied Department policies and procedures?

B. _____ Does the member possess an adequate knowledge of law and statutes (i.e. Penal Law, Criminal Procedure Law, Vehicle and Traffic Law, Local Ordinances, etc.)?

C. _____ Is the member familiar with and does he complete in a satisfactory manner the required administrative duties required for the application of law and statutes (i.e. information/complaints, supporting depositions, 710.30 notices, etc.)?

8. **Dependability and Attendance.**

A. _____ Does the member report for duty on time?
B. _____ Is the member prepared for assignment at the beginning of his shift or assignment (i.e. appropriate equipment, etc.)?

C. _____ Is the member available for mandated work assignments (i.e. shift coverage, special details, etc.)?

D. _____ Assess the members sick leave usage.

The Department average for sick leave occurrences during the rating period was _____.

The member had _____ sick leave occurrences during the rating period.

Rate the member “1” if he had two or more incidents of unauthorized sick leave.

Rate the member “2” if he had three or more sick leave occurrences above the Department sick leave occurrence average and/or had one incident of unauthorized sick leave usage during the rating period. Rate the member “3” if he had two sick leave occurrences above or below the Department sick leave occurrence average during the rating period. Rate the member “4” if he had three or more sick leave occurrences below the Department sick leave occurrence average during the rating period.

9. **Communications.**

A. _____ Does the member accept criticism and correction in a positive manner?

B. _____ Does the member communicate with the public in a tactful and professional manner?

C. _____ Does the member maintain good relationships with other Department members? Is the member at ease in contacts with other Department members? Does he work well in a team atmosphere?
10. Investigative Ability (for non-supervisory personnel).

A. _____ Does the member display the ability to conduct a proper interview in order to obtain information (from complainants, victims, witnesses and suspects)?

B. _____ Is the member able to develop leads or information from various sources that solve a case or develop it further?

C. _____ Does the member follow through on leads of information obtained?

D. _____ Does the member conduct a basic investigation properly? (Consider whether the member properly identifies the type of incident; is able to identify the crime scene; identifies persons involved; identifies, collects and preserves evidence, etc.)

11. Supervision (to be utilized for members above the rank of police officer in place of Investigative Ability).

A. _____ Does the member plan and utilize his time properly in order to complete his assigned tasks?

B. _____ Does the member adequately plan activities, schedule assignments?

C. _____ When the appropriate occasions arise, does the member delegate authority and responsibility to others?

D. _____ Does the member display the ability to train, develop and motivate subordinates?

E. _____ Does the member use effective supervisory techniques (consider whether the member is able to accept and give constructive criticism, remain objective, provide appropriate direction, remain in control and obtain Maximum effort form others)?
F. Are the supervisor’s subordinates familiar with and do they comply with commonly applied Department policies and procedures?

SECTION 6: Determine the member’s overall performance rating.

1. Total the number of performance factor items for which the member was rated from the “N.O. FACTOR ITEMS RATED” column.
2. Total the number of performance factor items for which the member was noted as “Not Observed”.
3. Total the number of rating points from the “RATING POINTS” column.
4. Determine the member’s performance rating by dividing the total number of rating points by the total number of factor items rated for which the member was rated. Once the rating is determined, check the applicable box.

SECTION 7: Indicate a member’s demonstrated strengths and areas in need of improvement as they relate to the numerical values in Section 5 and the performance rating in Section 6. For members rated Below Standard be specific as to the behaviors that resulted in such a rating. The rated shall then sign the form and submit it to the Chief of Police, if applicable, for review and approval.

SECTION 8: The Department CEO must approve all performance evaluations.

SECTION 9: After the form has been approved, the rater shall schedule a meeting with the member evaluated (see Rater’s Responsibilities). At this meeting the rater may, if the
factual basis warrants it, change a member’s rating for a performance factor. If a change is made, the rater will note in SECTION 7 (in the applicable area) why the change was made. The member is required to sign the performance evaluation form and may comment upon it in the comments section. The rater must advise members that they may appeal their rating. A copy of the form is to be provided to the member and the original forwarded to the Department CEO for filing in the member’s personnel file.
CATSKILL POLICE DEPARTMENT
MEMBER PERFORMANCE EVALUATION

SECTION 1: MEMBER IDENTIFICATION

Member: ___________________ Rank: _______________ Shield: ___________________

SECTION 2: EVALUATION TYPE

( ) ANNUAL  ( ) SPECIAL  ( ) PROBATIONARY

SECTION 3: EVALUATION PERIOD: FROM __/__/__ TO __/__/__

SECTION 4: GENERAL INSTRUCTIONS

Prior to rating a member consult the Performance Evaluation Guide. When evaluating a member’s performance compare the member’s performance relative to the rating scale for each performance factor item. For each performance factor, total the number of factor items rated and the total factor points and mark in the appropriate column.

SECTION 5: PERFORMANCE FACTORS

<table>
<thead>
<tr>
<th>FACTOR</th>
<th>N.O. FACTOR RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Appearance</td>
<td>ITEMS RATED POINTS</td>
</tr>
</tbody>
</table>

   A. (___)  B. (___)  C. (___)  D. (___)  

(____) (____)

74
2. Reports
   A. (_ _) B. (_ _) C. (_ _) D. (_ _)

3. Judgment and decision-making
   A. (_ _) B. (_ _) C. (_ _) D. (_ _)
   E. (_ _) F. (_ _)

4. Ability to work without supervision
   A. (_ _) B. (_ _) C. (_ _) D. (_ _)

5. Knowledge of assignment
   A. (_ _) B. (_ _) C. (_ _)

6. Attention to duty
   A. (_ _) B. (_ _) C. (_ _)

7. Knowledge of policy, procedure, law and statutes
   A. (_ _) B. (_ _) C. (_ _)

8. Dependability and attendance
   A. (_ _) B. (_ _) C. (_ _) D. (_ _)

9. Communications
   A. (_ _) B. (_ _) C. (_ _)

10. Investigative Ability
    A. (_ _) B. (_ _) C. (_ _) D. (_ _)

11. Supervision
    A. (_ _) B. (_ _) C. (_ _) D. (_ _)
    E. (_ _) F. (_ _)

75
SECTION 6: PERFORMANCE RATING

TOTAL FACTOR ITEMS RATED (____)
TOTAL FACTOR ITEMS “NOT OBSERVED” (____)
TOTAL RATING POINTS (____)
AVERAGE ITEM SCORE (points/items rated) (____)

(____) Below Standard 0 - 1.49 (____) Needs Improvement 1.50 - 2.49
(____) Standard 2.50 - 3.49 (____) Above Standard 3.50 - 4.00

SECTION 7: SUPERVISOR’S COMMENTS

Consistent with the numerical values recorded in SECTION 5 and the Performance Rating in SECTION 6 offer comments regarding the member’s performance.

Demonstrated Strengths: ________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

Areas in Need of Improvement: _________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

Rate (Print name): ___________________________ Title: _________________________________
Signature of rater: ___________________________ Date ___ / ___ / ___
SECTION 8: REVIEW AND APPROVAL BY DEPARTMENT CEO

The member’s rating is not final until it is reviewed and approved.

Approved By (print) ____________________________ Title: ____________________________

Signature: ____________________________ Date: __/__/__

Comments: __________________________________________________________

______________________________________________________________

______________________________________________________________

SECTION 9: MEMBER REVIEW AND COMMENTS

I met with the member evaluating my performance on __/__/__ to discuss my work performance. I have read this evaluation and discussed it with the member rating me. A copy of the performance evaluation has been provided to me. My signature does not necessarily signify that I agree with this evaluation. My written comments concerning this evaluation follow (optional):

______________________________________________________________

______________________________________________________________

Signature of Member: ____________________________ Date: __/__/__
APPENDIX "E"

PROCEDURE FOR THE ADMINISTRATION OF 207C OF THE GENERAL MUNICIPAL LAW FOR THE VILLAGE OF CATSKILL

Section 1. INTENT

(a) In order to ensure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the Village of Catskill, and the public, the following procedure shall be utilized to make determinations in regard to benefits authorized by Section 207-c.

(b) This procedure is not intended to reduce any benefits pursuant to Section 207-c of the General Municipal Law.

(c) The term "Officer," as used herein, shall include all sworn members of the Village Police Department.

Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

(a) An Officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall give written notice for those benefits. In the case an alleged injury incurred in the performance of duty, the Officer will provide said notice within seventy two (72) hours of the injury; in the case of an alleged illness incurred in the performance of duty, the Officer shall provide notice within five (5) working days of when the Officer knew or should have known the illness was incurred in the performance of duty. Notice shall be provided on the Application form (sample attached to this Agreement). In the event that the Officer is not able to give such notice, it may be given on his behalf by another person.

In the event of a recurrence, the Officer shall detail which injury or illness gave rise to the recurrence and provide the date of the initial injury or illness. Further, the Officer shall provide verifying medical report(s) detailing the recurrence.

(b) The Officer shall provide written authorization in the form of a medical release (copy attached) for the Village to obtain copies of the Officer’s medical records from the Officer’s treating physician or other health care provider relevant to the 207-c claim for benefits. Any physician or expert who examines the Officer on behalf of the Village will simultaneously mail any reports generated as a result of the examination to the Village and the employee. The Village will provide the Officer, without cost, a copy of the records and reports produced by any physicians or other experts who examine the Officer on behalf of the Village within five (5)
calendar days of receipt thereof. The Village agrees to maintain the confidentiality of all medical records and to maintain such records separate and apart from the personnel file.

Section 3. BENEFIT DETERMINATIONS

(a) The Village shall promptly review an Officer's Notice for Section 207-c benefits and shall determine his eligibility within fifteen (15) working days after the Chief receives the notice.

(b) Any statements taken by the Village from witnesses shall be forwarded to the employee within two (2) working days of obtaining the statement. The Village may send the officer to a physician or physicians of its choice for evaluation at the Village's expense.

(c) On the date the determination is made, the Village will provide a copy of the determination in writing to the Officer and the Union, certified mail return receipt requested. In the event that the Notice for 207-c benefits is denied, the Village will simultaneously provide the Officer without cost, a copy of all information produced or acquired by it in any form in connection with the Officer's Notice for Section 207-c benefits. The Village will continue to provide the Officer such other information subsequently produced or acquired.

Section 4. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

(a) In the event an Officer asserts an inability to perform duties, he or she shall be placed on sick leave until such time as it is determined that he or she is eligible for the benefits of Section 207-c.

(b) In the case of any employee who has no sick leave time accrued to his/her credit, the Village will advance sick leave for the purpose of this Section 4 until such time as a determination pursuant to Section 3, above, is made. In the event that the employee is denied 207-c eligibility and either the employee does not appeal this denial or after appealing the denial, the denial of benefits is upheld, the employee will reimburse the Village in time (sick or vacation time) or money, for the sick leave time advanced.

(c) In the event that an employee is found to be eligible for 207-c benefits, the employee will have all used sick leave credits restored.

Section 5. ASSIGNMENT OF LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Chief, or the Chief's designee, may assign a disabled Officer specified light duties, consistent with his/her status as an Officer and the procedures negotiated for the assignment of Officers to light duty positions. The Chief, or the Chief's designee, prior to making a light duty assignment, shall advise the Officer receiving benefits under Section 207-c that his/her ability to perform a light duty function is being reviewed and will provide the
Officer, without cost, a copy of any records being considered by the Village in its review. Such an Officer may submit to the Chief, or the Chief's designee, any document or other evidence in regard to the extent of his/her disability. The Chief, or the Chief's designee, may cause a medical examination of the Officer by a physician or physicians selected by the Village, to be made at the expense of the Village. The physician selected shall be provided with the list of types of duties and activities associated with proposed light duty and shall make an evaluation as to the ability of the disabled Officer to perform those duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the Officer's ability to perform proposed light duty and other pertinent information, the Chief, or the Chief's designee, may make a light duty assignment consistent with medical opinion and the procedure for the assignment to light duty. In the event that the Officer's treating physician or other health care provider disputes the Officer's ability to perform specific light duty, the Officer shall be maintained on Section 207-c benefits pending a determination under the dispute resolution provision of this procedure. If the Officer's treating physician or other health care provider agrees that the Officer can perform the specific light duty assignment or if the result of the dispute resolution procedure is adverse to the Officer, and the Officer refuses to perform the specific light duty assignment to the Officer's benefits under Section 207-c shall be discontinued for as long as the light duty assignment lasts and the Officer is able to perform it.

The Union and Village agree to negotiate with respect to light duty assignments; however nothing in this Section 5 shall require the Department or Village to developments "light duty" assignment.

Section 6. TERMINATION OF BENEFITS

Other than as provided in Sections 5 and 8 of this procedure, or in the event the Officer is granted an Accidental Disability Retirement or Performance of Duty Disability Retirement pension as provided by General Municipal Law 207-c(2), the Village will not discontinue Section 207-c benefits without the consent of the Officer’s treating physician or health care provider unless it obtains a determination under the dispute resolution procedure that benefits should be terminated.

Section 7. DISPUTE RESOLUTION PROCEDURE

In the event that the Village denies an Officer’s notice for Section 207-c benefits, seeks to discontinue Section 207-c benefits, or there is a dispute about whether an Officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration under provisions of the Collective Bargaining Agreement. Arbitrator’s will be selected from the PERB panel. The Village shall have the burden of proof.

Section 8.

Consistent with Section 207-c the Village may file an application on the Officer’s behalf for Accidental Disability Retirement and/or Performance of Duty Disability Retirement under Section 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick Officer who shall refuse to permit a medical inspection by the New York State Retirement
System in connection with such an application for Accidental or Performance of Duty Disability Retirement shall be deemed to have waived his/her rights under 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal. The Officer may review an action taken by the Village under this section pursuant to the procedures detailed in Section 7, above.

Section 9.

While on leave pursuant to Section 207-c a Police Officer shall not accrue any contract benefit except for wages, applicable longevity increments and health insurance benefits. However, in the event that the Police Officer is assigned to specific light duties (pursuant to Section 5, above) the Police Officer will be entitled to all contractually negotiated benefits with respect to holiday, clothing, vacation, and sick leave. Note that an Officer who is granted 207-c leave will retain all benefits accrued prior to the injury or illness. In addition, when the Officer returns to duty or is placed on light duty, the Officer will once again begin to accrue and earn contractual fringe benefits (in full, or prorated, as the case may be).
Medical Release

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the Village of Catskill, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my past or present physical condition and treatment rendered therefor.

__________________________________________
Signature of Officer

__________________________________________
Printed name of Officer

__________________________________________
Date
New York State Policemen's & Firemen's Retirement System
Governor Smith State Office Building
Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the Village of Catskill Police Department, I hereby submit the following report:

Name of injured Police Officer

Registration Number

Address

Date of incident

Time of incident

Description of injury

Medical care required

Remarks

Signature of Officer

Witness to injury

Date
Village of Catskill Police Department

General Municipal Law Section 207-c

Application

1. ____________________________________________
   Name of officer

2. ____________________________________________
   Address

3. ____________________________________________  4. __________________________
   Telephone number              Age

5. ____________________________________________
   Name of supervisor

6. ____________________________________________
   Current job title

7. ____________________________________________
   Occupation at time of injury/illness

8. ____________________________________________
   Length of employment

9. ________________________  10. ____________  11. ________________________
   Date of incident              Day of Week              Time

12.a. __________________________________________
   Name of witness(es)

   b. __________________________________________

   c. __________________________________________

13.a. __________________________________________
   Names of co-employees at the incident site

   b. __________________________________________

   c. __________________________________________
14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.)

________________________________________________________________________

________________________________________________________________________

15. Where did the incident occur? Specify.

________________________________________________________________________

________________________________________________________________________

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.)

________________________________________________________________________

________________________________________________________________________

17. When was the incident first reported?

To whom? ____________________ Time ____________________

Witness (if any) ____________________

18. Was first aid or medical treatment authorized?

By ____________________ whom? ____________________

Time ____________________

19. Name and address of attending physician

________________________________________________________________________

________________________________________________________________________

20. Name of hospital

________________________________________________________________________

________________________________________________________________________

21. State nature of injury and part or parts of body affected

________________________________________________________________________

________________________________________________________________________

22. Will the officer be returning to duty?

When? ____________________
Date of report

_______________________________, New York
Signature of injured officer
State of New York  )
County of Greene  ) ss.:  

________________________, being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes to be true; any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this ___ day of __________, 19__.

________________________
NOTARY PUBLIC-COMMISSIONER OF DEEDS
APPENDIX “F”

Family and Medical Leave of Absence Policy

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 and Medical Leave Act (“FMLA”).

DEFINITIONS

1. “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;

* 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.

2. “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:

a. any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or

b. 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) a health care provider.

3. “Leave” time may be paid or unpaid, see discussion below.
RESPONSIBILITY

Each department head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Village.

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.

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 the commencement of the leave.

LEAVE OF ABSENCE: PAID OR UNPAID

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

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

In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

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 pursuant to the provisions of Article VI. The employee will be responsible for their medical coverage during any extended leave without pay.

PERMISSION AND DOCUMENTATION

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 recertification (at its own expense) only when the employer has reason to doubt the initial medical certification. 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.

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.

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.

NOTIFICATIONS AND REPORTING REQUIREMENTS

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 operations 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.

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

COVERAGE

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

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.

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.

In the event that an employee elects not to return to work upon completion of an approved unpaid 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 when the family and medical leave is paid.

PROCEDURES

Completion of Family and Medical leave of Absence Notice:

A Family and Medical Leave of Absence form 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 forwarded to the Village. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

All requests 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.

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.

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.

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.

RETURN TO DUTY

An employee returning from leave as covered by this policy is entitled to the same position held when leave began, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

An employee who fails to return promptly at the expiration of the Family and Medical Leave or fails to obtain an approved extension will be notified that they have been considered to have resigned from their employment. The employer shall make the final determination if an employee will return to the same or an equivalent position.

CHANGE IN POLICY

The Village reserves the right to modify this policy as necessitated by law.
PHYSICIAN OR PRACTITIONER CERTIFICATION

EMPLOYEE – SERIOUS HEALTH CONDITION

(Family and Medical Leave Act of 1993)

1. Employee’s Name: _____________________________________________

2. Diagnosis: ___________________________________________________

3. Date condition commenced: _____________________________________

4. Probable duration of condition: _________________________________

5. Regimen of treatment to be prescribed (Indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee’s normal schedule of hours per day or days per week):

   A. By Physician or Practitioner: ______________________________________

   B. By other provider of health services, if referred by Physician or Practitioner: ________

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________
Check yes or no in the space below, as appropriate.

6. Yes___ No___ Is inpatient hospitalization of the employee required?

7. Yes___ No___ Is employee able to perform work of any kind? (If “No”, skip Item 8)

8. Yes___ No___ Is employee able to perform the functions of employee’s position? (Answer after reviewing job description from employer describing essential functions of Employee’s position, or, if none provided, after discussing with employee.)

9. Signature of Physician or Practitioner: ________________________________

10. Date: ________________________________

11. Type of practice (field of specialization, if any): ________________________________
PHYSICIAN OR PRACTITIONER CERTIFICATION

FAMILY MEMBER – SERIOUS HEALTH CONDITION

(Family and Medical Leave Act of 1993)

1. Employee’s Name: ________________________________

2. Patient’s Name (if other than employee): ________________________________

3. Diagnosis: ________________________________

4. Date condition commenced: ________________________________

5. Probable duration of condition: ________________________________

6. Regimen of treatment to be prescribed (Indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee’s normal schedule of hours per day or days per week):

   A. By Physician or Practitioner: ________________________________

      __________________________________________

      __________________________________________

      __________________________________________

   B. By other provider of health services, if referred by Physician or Practitioner: ________________________________

      __________________________________________

      __________________________________________

      __________________________________________
7. Yes___  No___ Is inpatient hospitalization of the employee required?
8. Yes___  No___ Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs; safety or transportation?
9. Yes___  No___ After review of the employee's signed statement (see item 1 below), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort.)
10. Estimate the period of time care is needed or the employee's presence would be beneficial:_____________________

ITEM 11 TO BE COMPLETED BY THE EMPLOYEE REQUESTING FAMILY LEAVE

11. When Family Leave is needed to care for a seriously ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Employee's Signature____________________        Date:____________________

12. Signature of Physician or Pratitioner:_______________________________

13. Date:___________________________________________________________

14. Type of Practice (Field of Specialization, if any):___________________
APPENDIX “G”
VILLAGE OF CATSKILL
Health Insurance Notice of Buyout

Employee Name: ___________________________  Employee #: ____________

Address: ___________________________  Soc. Sec. #: ____________

Dept./Bur.: ____________

Present Village Insurance Plan: __________________________________________

Type of Coverage: (Circle one) Single  2-Person  Family

Spouse's Name: ___________________________  Employer: ____________

Address: ___________________________  Address: ____________

Present Health Insurance Plan: (attach proof of alternative coverage) __________________________________________

Type of Coverage: (Circle one) Single  2-Person  Family

1. I understand that I am eligible to receive health insurance benefits from the Village of Catskill according to the terms of my Union's contract with the Village.

2. In consideration of the sum of $2,000.00, to be paid to me in one lump sum payment during the first pay period of December, I agree to waive any and all rights I may have for health insurance coverage from the Village of Catskill for the calendar year ______________.

3. I affirmatively represent to the Village that my spouse's health insurance coverage is in full force and effect and that I am now covered under that plan of insurance. A copy of a certification of coverage from my spouse's health insurance carrier is attached hereto.

4. I presently know of no condition or circumstance by which my spouse's health insurance carrier would deny me coverage (e.g. divorce, pre-existing condition, etc.).

5. I understand that the Village of Catskill will have no responsibility for medical expenses incurred by me or members of my family during the period covered by this agreement.

6. In the event that my spouse's insurance is terminated, for any reason, I agree to notify the Village, Village Clerk's Office, in order to restore my health insurance coverage as soon as possible under the terms of the plan. In such event, buyout payments from the Village will be pro rated; that is, I agree to repay the Village any money due and owing, with the repayment being made through payroll deduction.

Date: ___________________________  (Signature of Employee)