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Contract Database Metadata Elements

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Union: Cohoes Police Officers Union, Inc., Council 82, AFSCME, AFL-CIO

Local: Local 756, 1000

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COHOES POLICE OFFICERS UNION, INC., LOCAL 756, COUNCIL 82, AFSCME, AFL-CIO

And

CITY OF COHOES

COLLECTIVE BARGAINING AGREEMENT

January 1, 2006 - December 31, 2009

RECEIVED

JUL 14 2008

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT, made this ___ day of _____________ 2008, effective the 1st day of January 2006 through December 31, 2009 by and between the CITY OF COHOES, NEW YORK, hereinafter referred to as the "City" and the COHOES POLICE OFFICERS UNION, INC, Local 756, COUNCIL 82, AFSCME, AFL-CIO hereinafter referred to as the "Union",

WITNESSETH:

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

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

ARTICLE I
LAW GOVERNING AGREEMENT

The law governing this contract shall be the Public Employees' Fair Employment Act, the Civil Service Law and the provisions of the local ordinances of the City of Cohoes and the Charter of the City of Cohoes to the extent that said local ordinances and said Charter are not inconsistent with this Agreement, the said Act and the Civil Service Law.

ARTICLE II
RECOGNITION

Section 1. Bargaining Unit Defined

The City recognizes the Union as the sole and exclusive representative of the Police Bargaining Unit consisting of Patrolmen, Detectives and Officers of the City of Cohoes Police Department to wit: Provisional, Rookie, Fourth Grade, Third Grade, Second Grade, First Grade, Sergeant, Lieutenant and Captain and grants to the Union unchallenged representation status of said unit for the maximum period allowed by law.
Section 2.   Exclusive Recognition

The Union shall act as such exclusive representative or agent relative to salaries, wages, hours and all other negotiable terms and conditions of employment of the members of the bargaining unit and in the administration of grievances during the term of this contract. The City grants to the Union unchallenged representation status with a maximum period allowed by law.

a) The Employer agrees to deduct Union dues from the pay of all employees in an amount certified by the Union. Additionally, with the employee's written authorization, the City agrees to make separate deductions for the Union sponsored life insurance program.

Section 3.   No Strike Affirmation

The Union affirms that it does not assert the right to strike and will not strike against the Employer, to assist or participate in any such strike, or impose obligation upon its members to conduct, assist, or to participate in such strike, all as provided in the Public Employees' Fair Employment Act of the State of New York.

Section 4.  

The City agrees to allow representatives of the International Union, Council 82 or Local Union to enter the Police Department at any hour to discuss working conditions with employees, provided there is prior approval from the officer in charge and further provided the activity does not disrupt the operations of the Department.

Section 5.   Definition of Terms

Unless otherwise stated herein, the following definitions shall apply:

a) Officer - means employee above the rank of patrolman.

b) Patrolman - means all other members of the Police Department of the City of Cohoes.

c) Employer - means the City of Cohoes.

d) Union - means the Cohoes Police Officers Union, Local 756.

e) Commission - means the Civil Service Commission.

f) Commissioner - means the Commissioner of Public Safety for the City of Cohoes who is engaged in the day-to-day operations of the Police Department.
Section 6. Management Rights

The Union recognizes the right of the Employer to operate and manage its affairs in all respects except as provided in this Agreement.

ARTICLE III
NEW POSITIONS

Before any new bargaining unit classification or title is established within the Police Department, the City will negotiate classification rates and job descriptions for such new classification or title with the Union.
ARTICLE IV
COMPENSATION

Section 1.  Base Wage Rates

The minimum base wage schedule for the employees in the bargaining unit commencing retroactive to January 1, 2003 and thereafter during the term of this contract effective on the dates shown below shall be as follows:

### WAGE SCHEDULE

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rookie</td>
<td>35,187.66</td>
<td>36,542.38</td>
<td>38,095.43</td>
<td>39,809.72</td>
<td>41,362.30</td>
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<td>Fourth Grade</td>
<td>43,992.82</td>
<td>45,686.54</td>
<td>47,628.22</td>
<td>49,771.49</td>
<td>51,712.58</td>
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<tr>
<td>Third Grade</td>
<td>45,664.79</td>
<td>47,422.88</td>
<td>49,438.35</td>
<td>51,663.08</td>
<td>53,677.94</td>
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<td>Second Grade</td>
<td>47,353.45</td>
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<td>51,266.56</td>
<td>53,573.56</td>
<td>55,662.93</td>
</tr>
<tr>
<td>First Grade</td>
<td>49,033.75</td>
<td>50,921.55</td>
<td>53,085.72</td>
<td>55,474.58</td>
<td>57,638.09</td>
</tr>
<tr>
<td>Sergeant</td>
<td>52,126.85</td>
<td>54,133.73</td>
<td>56,434.41</td>
<td>58,973.96</td>
<td>61,273.94</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>54,947.80</td>
<td>57,063.29</td>
<td>59,488.48</td>
<td>62,165.46</td>
<td>64,589.91</td>
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<tr>
<td>Captain</td>
<td>57,765.53</td>
<td>59,989.50</td>
<td>62,539.05</td>
<td>65,353.31</td>
<td>67,902.09</td>
</tr>
</tbody>
</table>
The City and the Union agree to reopen wage negotiations in the event any other City unit should receive, in 2005 only, percentage increases in wages in excess of percentage increases granted to the Union under this agreement.

**Section 2. Appointment and Advancement in Grade**

A patrolman appointed during the term of this contract shall be classified as a provisional until he is appointed from a certified Civil Service list, as a Rookie during his first year of service after appointment from a certified Civil Service list, Fourth Grade during his second year of service thereafter, Third Grade during his third year of service thereafter, Second Grade during his fourth year of service thereafter and First Grade during his fifth year of service thereafter, and until he shall be promoted to a higher officer or rank. No provisional appointment made to any position in the bargaining unit on or after January 1, 1979, shall continue for a period in excess of that provided by law.

a) Employees who are appointed to fill a permanent position shall be subject to a probationary period of not more than fifty-two (52) weeks including training periods and any authorized leaves during the probationary period. Upon completion of the probationary period, the employee will be granted all of the rights and privileges of permanent status employees. All employees who successfully complete their probationary period shall be notified in writing of their successful completion.

b) While an employee is serving his probationary period, the Employer must notify such probationary employee in writing of any weakness that may have been observed in such employee's work which, if not corrected, could be cause to terminate the employee's service prior to the expiration of his probationary period.

**Section 3. Supervisors Differential**

In addition to the salary set forth in Article IV Section 1 hereof, permanently appointed Sergeants, Lieutenants and Captains will be paid the additional annual differential shown below as part of their base wage.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergeants</td>
<td>$ 850.00</td>
</tr>
<tr>
<td>Lieutenants</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Captains</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

For any employee serving on a permanent appointment to any of the above ranks for a portion of a year, the differential will be prorated.

Effective January 1, 2003, Field Training Officers below the rank of Sergeant will receive $200.00 per year.

Detective Sergeant and Detectives will receive $250.00 per year on-call pay.
Section 4. Overtime Pay

All members shall receive overtime pay at the rate of time and one half for all hours worked in excess of eight (8) hours per day. Absences authorized pursuant to this Agreement shall be credited in computing the overtime. Overtime shall include hours spent outside the regular tour of duty in appearances compelled by subpoena or directed by superior officers before any courts, petit juries, grand juries, suppression hearings, motion practice and appellate matters, all insofar as they may relate to the regular and normal duties of a law enforcement officer and further including appearances required before administrative agencies, including but not limited to the New York State Liquor Authority, the New York State Investigation Commission and the New York State Department of Motor Vehicles. In computing overtime spent in the aforementioned appearances, the time shall commence upon the member's departure from the police station in City Hall and shall terminate upon his return thereto.

Section 5. Overtime Offered by Seniority

a) Overtime work shall be offered to employees on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn according to his place on the seniority list by rotation provided, however, that the employee whose turn it is to work possesses the qualifications and ability to perform the work required.

b) All personnel covered by this agreement shall be on one overtime wheel. Sergeants and Lieutenants, if they are called back to work overtime as Police Officers, shall continue to be assigned to work as Police Officers.

If a regularly scheduled supervisor is working their regular tour of duty on their assigned shift, and a supervisor of the SAME RANK is called in to work overtime, the regularly scheduled supervisor will assume the role of Tour Supervisor and will be allowed to command his/her shift. (Example: SGT. vs. SGT. - regardless of who is technically senior in rank according to date of appointment.)

If a regularly scheduled supervisor is working their regular tour of duty on their assigned shift, and a supervisor of a HIGHER RANK is called in to work overtime, the person of higher rank shall assume the role of Tour Supervisor and will command the shift. (Example: SGT. vs. LT.)

If two supervisors are called in to work overtime and no regularly scheduled supervisor is working, the Tour Supervisor will be the one who is higher in rank or possesses the most seniority in rank.

All supervisors are urged to practice mutual respect and consideration in this matter, especially in times of emergency or serious incidents.
On the other hand, if:

a) The Department lacks a supervisor for a shift, and;

b) It determines that it needs a supervisor for that shift, then the City may skip the next available patrol officers to be called on the wheel in order to call the next available Sergeant or Lieutenant in to work the shift as the shift supervisor.

If the City:

a) Attempts to call in a Sergeant or Lieutenant for shift supervisor duties, and;

b) Its call-in effort produces no available Sergeant or Lieutenant, then the next available Patrol Officer shall be called in. In that case, the most senior Patrol Officer on the shift shall become the shift supervisor and the department will place the name of the Patrol Officer called in at the end of the call up list.

Section 6. Overtime Refused by Employee

An employee declining overtime when it becomes his turn to be offered overtime work shall not be rescheduled for overtime work until his name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.

Section 7. Overtime on Work in Progress

The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.

Section 8. Overtime Roster

An overtime roster shall be available for inspection by representatives of the Union at police headquarters.

Section 9. Employee Denied Overtime

If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, he shall be rescheduled for overtime work the next time overtime work is requested by the City except that any employee may request to have his name stricken from the overtime list subject to restoration upon his request.
Section 10. Effect of Time Off on Overtime

Time during which an employee is excused from work because of vacation, holidays, personal leave, sick leave at full pay, compensatory time off or other leave at full pay, shall be considered as time worked for the purpose of computing overtime.

Section 11. Special Training Compensation

Special training compensation of $200.00 per year will be paid for instructors as Range, Defensive Tactics, Accident Investigators, Evidence Technicians and General Topic Instructors. An employee shall not receive more than $400.00 per year.

Section 12. Minimum Overtime and Recall Pay

An employee who is held over to work overtime after his regular shift shall be paid for a minimum of one half hour at overtime compensation. An employee who is recalled to work unscheduled overtime after having completed his scheduled work period, shall be guaranteed a minimum of four (4) hours overtime compensation except (a) in a case where the Commissioner or his designee or on-duty supervisor makes a mistake and the recalled officer is not needed, the guaranteed minimum shall be two (2) hours or (b) in cases of court time worked either by holdover or recall, the guaranteed minimum shall be two (2) hours. All other overtime worked in excess of the minimum periods set forth herein shall be paid at the overtime rate for time worked computed to the next higher 15 minutes. There shall be no “make work”.

Section 13. Computation of “Hourly Rate” and “Per Diem”

A member’s “hourly rate of pay” shall be determined by the member’s annual salary divided by 2080 and “per diem rate of pay” shall be determined by multiplying the hourly rate by 8.

Section 14. Compensatory Time Off in Lieu of Payment of Overtime

a) The employee may elect to take time off duty in lieu of payment for overtime worked. Compensatory time off shall be at the rate of one and one-half hours off for each hour of overtime worked. The election to take compensatory time off will be made in writing on forms prescribed by the City and shall be made within forty-eight (48) hours after the performance of the overtime. In the absence of any such election, the overtime work will be paid for at the overtime rate herein provided for. At the employee’s option, up to a maximum of twenty-four (24) hours per calendar year may be converted to sick time.

b) Unless otherwise agreed between the City and the Union, requests to use compensatory time will be made to the Commissioner or his designee in writing not more than two (2) weeks in advance and at least twenty-four (24) hours before the start of the shift requested, except that requests for compensatory time on a Monday must be
made by the preceding Friday. Permission may be denied in the event of a City emergency or if granting the request will result in the need for hiring of overtime. Permission for compensatory time will not be unreasonably denied. Once a request for compensatory time is approved, the approval may not be withdrawn except in the case of a City emergency. The Commissioner or his designee shall, in the event of a City emergency, have the discretion of paying the employee for overtime although the employee elected time off in lieu thereof if the employee was prevented from taking said time off by order of the Commissioner or his designee.

c) Each eligible employee will be able to accumulate an unlimited amount of compensatory time until October 1st of each year. Thereafter, and until the following January 1st, each eligible employee will only be permitted to accumulate a maximum of 40 hours of compensatory time for use or payment (not to include holiday comp time and grant accumulated comp time). Any grant accumulated compensatory time must be used by the date that the grant expires. All grant compensatory time not used by the expiration of the grant shall be paid at the expiration of the grant. The City will post the dates that all grants expire.

Section 15. Extra Pay for Detectives

1) In addition to the annual salaries as hereinabove mentioned, all members of the Department assigned to plain clothes or detective duty shall receive an additional $700.00 per annum in a lump sum during the month of January.

2) After three (3) years serving as Sergeant, Lieutenant or Captain the employee will receive an additional $750.00 per year.

Section 16. Longevity Increments

In addition to the annual salaries as hereinabove mentioned, all members of the Department shall receive the following: Effective January 1, 2003, longevity shall be paid as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>10</td>
<td>$2,150.00</td>
</tr>
<tr>
<td>15</td>
<td>$2,300.00</td>
</tr>
<tr>
<td>20</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

Effective January 1, 2004, longevity shall be paid as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$2,300.00</td>
</tr>
<tr>
<td>10</td>
<td>$2,450.00</td>
</tr>
<tr>
<td>15</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>20</td>
<td>$2,800.00</td>
</tr>
</tbody>
</table>
Section 17. Meal Allowances

Any member of the bargaining unit who actually works four (4) or more continuous hours of overtime will be paid in addition to all other payment herein provided for the sum of fourteen ($14.00), as and for a meal allowance.

Section 18. Temporary Assignment to Higher Rank

Any member of the Police Department of the City of Cohoes who is assigned to perform duties in and over a grade or rank higher than his permanent grade or rank shall be compensated therefore at the wage scale of such higher grade or rank during the actual time of assignment duties. Such compensation shall be paid weekly on a per diem basis and shall reflect the differential between his regular pay and the pay that would be received in the higher grade or rank. However, the additional compensation mentioned herein shall not be payable while the patrolman or officer is being trained for said higher grade or rank.

Section 19. Police College Incentive Program

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

1) This “Police College Incentive Program” shall pay an additional $5.00 per year for each credit hour earned at any time by any Police Officer or Patrolman who attends at an accredited college or institution enrolled in a program for the purpose of attaining an Associate Degree in Applied Police Science, Sociology, Psychology or Management requiring sixty credits up to a maximum of $300.00 per year and/or a BS/BA Degree requiring one hundred and twenty credits up to a maximum of $600.00 per year and/or a Masters-Degree requiring one hundred twenty credits up to a maximum of $750.00 per year. Upon receiving any Associate Degree, the employee shall be paid an additional $300.00 per annum over the payment for earned credit hours up to a maximum of $600.00. Upon receipt of any Bachelors Degree, an additional $300.00 per annum shall be paid up to a maximum of $900.00 and upon receipt of any Masters Degree, an additional $450.00 per annum shall be paid up to a maximum of $1,200.00.

2) Any Police Officer or Patrolman who wishes to receive this pay incentive for college courses, not part of a degree program must, except as otherwise provided, submit to the Commissioner or his designee, a list of those courses for which salary credit is requested. In the case of any courses which commence after the date of this
Agreement, individuals desiring to receive credit therefore under the "Police College Incentive Program" shall advise the Commissioner or his designee of their anticipated enrollment at least ten (10) working days before the commencement of classes. In the event such timely notice is not provided, except through no fault of the employee, the request for receipt of credit may be denied. Unless the Commissioner or his designee shall determine that any such courses not in a degree program are not beneficial or applicable to the police profession, prior to the commencement of school courses, then such courses will be deemed approved. Approval of courses will not be unreasonably withheld.

3) Once such qualifying course has been completed and the officer or patrolman has maintained a passing or better grade in said course and becomes entitled to college credit therefore, and has presented such proof or certification as may be necessary to the Commissioner or his designee to verify the completion of said course as above mentioned, then and in that event the officer shall be eligible to receive the aforesaid $5.00 per year per credit hour thus obtained. The computation and payment for said credits shall be made in January of each and every year during the term of this Agreement. Any courses completed after the last day of January shall be computed and paid for the following year and there shall be no prorating of payments for credits earned subsequent to the last day of January as aforementioned.

4) Time off from duty will be granted to police officers enrolled in qualified courses when such courses cannot be taken during non-duty hours and only if the granting of such leave will not disrupt the operations of the Department. Furthermore, only one officer per platoon will be granted such time off from duty, as necessary. This limitation can be waived at the discretion of the Commissioner or his designee when deemed appropriate by him. If more than one police officer requests time off, and only one can be given time off, the more senior officer's request will be granted.

5) In the event than an officer with less than 10 years of service takes advantage of the Police College Incentive Program (PCIP) as detailed above, and such officer leaves the Department within one year of receipt of the PCIP tuition benefit, that officer must repay all of the last year of tuition payments so received.

Section 19A. Other “Course Work”

The Department shall post on the bulletin boards located at Police Headquarters, announcements of all courses to be given which are either compulsory for a segment of the staff, are prerequisites to promotion or improved assignment or may be optional for the purpose of improving the professional standing of the officer or the Department. All eligible staff members shall have an opportunity to bid for the prerequisite and optional courses. In the event that there are more bids than openings available, the senior personnel, qualified under objective standards, will be given the preference subject to any special requirements by the institution giving the courses.
Section 19B.

a. The City will pay employee’s tuition in the following programs:
   Applied Police Science;
   Sociology;
   Psychology;
   Management; and
   Others deemed appropriate at the discretion of the City.

b. Payment shall not exceed the greater of $250.00 per credit hour or then current cost per credit hour charged by SUNY Albany.

c. The limit set forth in paragraph b above will not apply to any members who as of November 5, 2003 are matriculated in a qualifying course of study who continue in such course of study without interruption. Employees who do not attend summer courses shall not be considered to have interrupted their course of study.

Section 20. Business Use of Personal Automobile

Employees required to use personal automobiles for official police business will be compensated therefore at the highest rate allowed by the IRS as a deduction per mile. However, car pools shall be utilized whenever possible.

Section 21. Shift Differential

Employees assigned to the 4:00PM to 12:00 midnight shift will receive a shift differential of $.40/hr; and employees assigned to the 12:00 midnight to 8:00AM shift will receive a shift differential of $.55/hr.

Section 22. Lost Time Incentive

a) The City shall pay a lost time incentive to bargaining unit members who meet the criteria set forth in this Section. For purposes of this section only, the calendar year shall be divided into two 6 month periods; January 1 through June 30 and July 1 through December 31. Employees who lose one or no days during either six-month period due to illness or injury shall be paid the amounts of money contained on the schedule. These payments shall be made on a pay period in January for the period July 1 through December 31 of the previous year and on a pay period in July for the period January 1 through June 30.
In addition, employees who lose time due to job incurred injuries or illness shall not have such time count as days lost and will be paid the amounts of money contained on the schedule should they otherwise qualify.

<table>
<thead>
<tr>
<th>DAYS LOST</th>
<th>INCENTIVE PAYMENT</th>
</tr>
</thead>
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<tr>
<td>0</td>
<td>$500.00</td>
</tr>
<tr>
<td>1</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

b) Any sick or injury leave over four (4) hours/day shall constitute a full day for purposes of the incentive payment.

Section 23. Jury Duty

Employees chosen to serve on jury duty shall receive full pay minus the stipend paid by the Court for a period not to exceed ten (10) days for each jury summons received. After the initial ten (10) days, employees may elect to use vacation or personal time while on jury duty.

Section 24. BMP Certification Bonus

Effective January 1, 2003, a BMP bonus of $500.00 shall be paid to all employees receiving their BMP certification. This bonus shall be paid prior to December 25th of each year. New hires shall receive a prorated amount December of the first year of employment.

ARTICLE V
WORK DAY AND WORK WEEK

Section 1. Work Week and Work Schedule

a) The workweek shall be as shown on the attached schedule hereinafter referred to as “Schedule A” which shall be in full force and effect except as the same may be from time to time modified by agreement between the Union and the City.

Section 2. Work Day

The standard workday shall be eight (8) hours. Employees in the bargaining unit will not be required to punch a time clock but will sign in at “roll call”.

15
Section 3. Tours of Duty

The tour of duty will consist of three (3) platoons. The platoons will approximate the following schedule:

| Platoon #1  | 12:00AM - 8:00AM |
| Platoon #2  | 8:00AM - 4:00PM  |
| Platoon #3  | 4:00PM - 12:00AM |

Section 4. Platoon Assignments

Unless otherwise agreed to by the City and the Union patrolmen and officers shall be assigned to a steady platoon with the Patrolmen and officers having the right, as far as practicable, of choosing their tour of duty on the basis of seniority. The City will circulate shift bids during the last calendar quarter of each year for assignments to platoons.

Section 5. Rotating Schedule

The Commissioner or his designee shall establish a working schedule whereby the work of each Patrolman and officer will be adjusted to provide Saturday and Sunday off on a rotating schedule.

ARTICLE VI
HOLIDAYS

Section 1. Holidays Listed

a) All members of the Cohoes Police Department shall be entitled to wages for each of the following holidays, whether worked or not: in addition to their own birthday, New Year’s Day, Martin Luther King Day, Lincoln’s Birthday, Washington’s Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas.

b) The member’s election as to whether or not compensatory time off in lieu of the holiday will be taken must be made in writing at the beginning of each calendar year. An employee can change this election by completing a change of election form.

Section 2. Holiday Pay

Employees who work New Years Day, Easter, Labor Day, Independence Day, Thanksgiving or Christmas shall receive time and one-half if they actually worked on any of these days.
Employees who work overtime on Easter, Independence Day, Labor Day, Thanksgiving, Christmas, or New Years Day shall be compensated at the rate of two and one-half times their regular rate.

**ARTICLE VII**

**VACATION**

**Section 1. Initial Vacation Period**

Employees hired after January 1, 2003, will receive a total of ten (10) working days vacation to be used in their first two (2) years of employment, but only after completion of their basic and in-service training.

**Section 2. Vacation After Two Years of Service**

After two years of service, each employee shall receive ten (10) working days vacation per year.

**Section 3. Vacation After Three Years of Service**

After three years of service, each employee shall receive fifteen (15) working days vacation per year.

**Section 4. Vacation After Five Years of Service**

Commencing with the sixth year of service, each employee shall receive one additional day's vacation for each year's service with a maximum of twenty-five (25) working days after fifteen (15) years of service.

**Section 5. Vacation After Twenty Years of Service**

After twenty (20) years of service, each employee shall receive twenty-eight (28) working days vacation.

**Section 6. Split Vacation**

Requests to use a single vacation day will be made to the Commissioner or his designee in writing not more than two (2) weeks in advance and at least twenty-four (24) hours before the start of the shift requested, except that requests for vacation time on a Monday must be made by the preceding Friday. Permission may be denied in the event of a City emergency or if granting the request will result in the need for hiring of overtime. Permission for single vacation days will not be unreasonably denied. Once a request for vacation time is approved, the approval may not be withdrawn except in the case of a City emergency.
Section 7. Use of Vacation for Sick Leave

Vacation credit may be used by a member on sick leave upon the exhaustion of all sick leave credit.

Section 8. Conversion of Accumulated Time

Notwithstanding any other provision of a law, a member shall be entitled to be paid, in cash, at the time of his retirement pursuant to the provisions of the Civil Service Law of the State of New York or at the time of his termination for any reason other than misconduct for the monetary value of the unused vacation time and unused holiday time standing to the credit of such member at the time of his retirement and in case of death in service of any member, such payment shall be made to his beneficiary.

Section 9. Selection of Vacation Dates

Choice of vacations shall be by seniority. Members within separate units shall draw vacation assignments among themselves by seniority.

Section 10. Vacation Schedule

Vacation schedules shall be determined and posted on or before December 15 of the year preceding the time within which the vacation shall be granted. However, the employee shall have the right to exchange vacations within his individual shift and within his rank or with an unassigned period upon the condition that he notifies the Commissioner of designee in writing two weeks prior to the previously scheduled vacation time. Furthermore, the vacation period shall be for the full calendar year.

Section 11. Accumulation of Vacation Time

In the event that a member of the bargaining unit does not take his full vacation by reason of request or directive of the City, the unused time shall be accumulated and added to the vacation time to which he is entitled the following year.

Section 12. Vacation (unpaid leave of absence or layoff) Calculation

All officers who were on an unpaid leave of absence or layoff the previous year and did not work at least 1000 hours in that previous year shall have their vacation prorated based upon 1000 hours. For example, an officer on unpaid leave of absence the previous year who worked only 500 hours in that previous year shall be entitled to 50% of the officer’s normal vacation leave time.

Vacation of employees on active military duty shall not be prorated if the employee is activated for less than one (1) year. If the employee is activated for one (1)
year or more, he/she shall not accrue more vacation than he/she would have accrued in one (1) year.

ARTICLE VIII
FREE LEAVE DAYS

Section 1. Free Leave Days Defined

a) Free Leave Days Defined:

Each year each member of the bargaining unit shall have four (4) calendar days off with pay to be known as “Free Leave Days”. Free Leave Days may be used by the employee for any purpose which he may see fit without giving a reason and shall be in addition to the vacation leave, sick leave and compensatory time off set forth herein. Notice of intention to take a Free Leave Day will be given not more than two weeks in advance and at least forty-eight (48) hours in advance except in an emergency. In the event of a City emergency, the City may require the employee to reschedule his Free Leave Day(s).

Section 2. Conversion of Unused Free Leave Days

No free leave requests that are to be used between December 18 and December 31 of any given year will be accepted after December 18 of said year. Any unused free leaves as of December 18 of any given year will be automatically paid to the member prior to December 25.

ARTICLE IX
SICK LEAVE

Section 1. Amount of Sick Leave

a) Patrolmen and officers shall accrue sick leave at the rate of 126 hours per year (10 1/2 hours/month) and unused sick leave may be accumulated without any limit to said accumulation from the date of appointment. The right of unlimited accumulation commenced January 1, 1971. An employee of the police force having one year of service or more and who becomes totally disabled, and is unable to perform any duties in the Police Department as a result of a sickness or injury, non-work related, requiring a protracted period of recovery may request the Common Council of the City of Cohoes to extend six months sick time in addition to leave accumulated at the time of the sickness or injury. Additionally, the employee may request the Common Council to extend up to six months sick leave. Should the Common Council refuse the request to
extend additional sick time, said refusal shall not be subject to the grievance procedure and shall not be arbitrable.

b) A committee will be created for the creation of a sick leave bank to be governed by a Committee made-up of two (2) Union Representatives and two (2) City Representatives. In order to access the sick leave bank, the employee must have been out of work due to a non-job-related injury or illness for 45 calendar days and have exhausted all available leave time. The employee shall be entitled to a maximum of 180 days of sick leave from the bank. This Committee shall be ongoing and controlled by Labor-Management Committee

Section 2. Notice of Absence for Illness

a) An employee absent on sick leave shall, except in emergency, notify the department in accordance with departmental procedure of such absence and the reason therefore on the first day of such absence and as long as practicable, normally at least two hours, before the beginning of his work day; the Commissioner or his designee may verify such illness by sending a designee or physician to the home of the member who is ill or require the employee to be examined by the Department physician at the City’s expense before returning to duty. No sick leave will be charged for the time of such examination.

b) A Police Officer cannot charge sick leave the day before a holiday, on a holiday, or the day after a holiday without a medical doctor’s note. In the event that an officer:

1) Charges sick leave, and;
2) Does not produce a medical doctor’s note, then he or she will lose a day’s pay for each sick leave day so charged. The pay shall be deducted from the paycheck following the sick leave day(s) charged.

A police officer may charge up to 5 days off before or after a regular day off without a doctor’s note. An officer must bring a medical doctor’s note for each charge against sick leave before or after a regular day off after he or she charges 5 days off. If the officer does not bring the medical doctor’s note, he or she will lose one (1) day of pay for each sick leave day so charged. The pay shall be deducted from the paycheck following the sick leave day charged.

Section 3. Advance Sick Leave

The Commissioner or his designee may grant advanced sick leave not to exceed thirty (30) days to an employee’s account. Where it is known that an employee is to be retired, or where it is anticipated that he is to be separated, the total advance sick leave may not exceed an amount which can be earned by subsequent accrual prior to separation.
Section 4.  Payment of Unused Sick Leave

Upon the retirement of an employee, or upon his termination for any reason other than misconduct, the City shall make a lump sum payment for all accumulated unused sick leave credits based on the following table:

a) Up to a maximum of thirty (30) days for employees with five (5) years of service or less;

b) Up to a maximum of sixty (60) days for employees with more than five (5) and less than or equal to ten (10) years of service;

c) Up to a maximum of ninety (90) days for employees with more than ten (10) and less than or equal to fifteen (15) years of service;

d) Up to a maximum of one hundred fifty (150) days for employees with more than fifteen (15) years of service. This is to be paid 50% upon retirement and 50% one (1) year later.

Section 5.

Employees may use up to three (3) days per year for sickness of a spouse, child or step-child. Such absences count as sick leave for purposes of the incentive.

ARTICLE X
INSURANCE

Section 1.  Medical Expense Fund

a) Effective January 1, 2000, the City will pay $20.00 per week per member of the bargaining unit and for the Chief of Police, to the Union for the purpose of providing a Medical Expense Fund. This fund shall be managed by the Union and used for the benefit of the employees in the bargaining unit. Expenditures from the fund shall be limited to health related expense purposes, such as the direct payment of medical expenses, dental expenses and the payment of medical expenses, dental expenses and the payment of health insurance premiums. In addition, the monies to be reimbursed by the City shall be so reimbursed on or before June 1st of each year.

b) The Chief of Police and the Assistant Chief shall be entitled to all dental benefits provided under the Medical Expense Fund.
ARTICLE XI
RETIREMENT

Section 1. Twenty Year Half-Pay Retirement

a) The Employer hereby agrees that it will continue to make available for all employees in the bargaining unit the twenty year half pay pension plan made available under provisions of the New York State Policemen’s and Firemen’s Retirement System which is fully paid by the Employer, and which has no minimum age restriction, and which permits continued accumulation after twenty years of service (Sec. 384d, Retirement and Social Security Law).

b) Any employee who retires between his 20th and 21st year of service will receive a $1,000.00 one-time payment.

Section 2. Death Benefits

In addition, notwithstanding any other provision of law, and in addition to any benefits otherwise provided subject to the right of each employee to designate and from time to time change beneficiaries, the statutory and all other benefits provided for in the retirement plans hereinabove mentioned shall be paid to the widow of a member, or if he leaves no widow, to his children under the age of eighteen, to be divided equally, or if he leaves no widow or children, to his estate, upon the death of a member within one year after, and as the natural and proximate result of injuries sustained at a definite time and place and incurred in the performance of duty as a Patrolman or officer.

Section 3. Severance Pay

Upon retirement, a member shall receive a lump sum equal to three (3) days pay for every full year of service in the Department, PROVIDED, HOWEVER, the lump sum payment provided in this section shall not exceed ninety (90) days pay.

ARTICLE XII
CLOTHING ALLOWANCE

Section 1. Supply and Replacement of Clothing

The City shall supply all newly appointed employees of the Police Department with a complete issue of uniforms and equipment, said issue to consist of the following items detailed on Schedule C attached to this Agreement. Additionally, the City will replace items of uniform and equipment destroyed in the performance of duty. In addition, the City shall supply all employees with an initial complete issue of any
mandatory uniform changes. Upon termination of service, each employee will return to the City the items detailed on Schedule C hereto.

The City shall reimburse all employees of the Police Department up to $200.00 for glasses, and $50.00 for watches and flashlights for items of personal property damaged while on duty. The damaged items and receipts for the replacements will be turned over to the City.

**Section 2. Annual Clothing Allowance**

1) Upon commencement of their second calendar year of service, each employee will receive $300.00 payable on the last pay period in January as clothing allowance. Upon commencement of their third calendar year of service, and each year thereafter, each uniform division employee will receive $900.00 payable on the last pay period in January as a clothing allowance.

2) Plain-clothes officers shall be entitled to a clothing allowance of $1,200.00. The parties acknowledge that this payment may be considered income for taxation purposes.

**ARTICLE XIII**

**WORKING CONDITIONS**

**Section 1. Qualifications for Assignment to Plain Clothes Duty**

All assignments currently filled in a plain-clothes capacity will remain in effect. For the purpose of assuring that the most qualified employees are appointed to plain-clothes duty after January 1, 1989, the following procedure will apply to all subsequent assignments to plain-clothes duty:

a) The individual selected for plain-clothes assignments must have a minimum of three years experience as a Police Officer of the City of Cohoes.

b) Before the City assigns any individual to plain clothes duty who is not currently and previously assigned to such duty, and if the City feels that conditions warrant the assignment of an individual or individuals to plain clothes duty at any given time, the City shall post such assignment for a period of fifteen (15) days during which any qualified employee may apply in writing. The City will not make any such assignment before the end of the fifteen (15) day period.

c) In making assignments to the detective bureau, consideration will be given, but not limited to, the following factors: (1) successful completion of special in-service training courses in such work; (2) successful completion or enrollment in a college degree program in police or criminal science; (3) commendations received while on patrol duty; (4) seniority; (5) actual performance while on patrol duty; (6) absence of
any formal disciplinary penalties for the last three (3) years prior to the application; (7) knowledge in the field of criminal investigation, crime scene investigation, finger prints, techniques of interviews, interrogations, photography and other related knowledge; (8) an expressed willingness to continue, after assignment, to take special courses related to the duties of the detective bureau.

d) The City will consult with the Patrol Commander and the Detective Commander before making any such assignment.

Informal and short term assignments to such position may be made, in the interest of the efficient operation of the department, during the period where a vacancy is in existence, and the City finds that it is in the best interest of the public safety to fill the vacancy, and while the selection, posting, bidding and consultation process is underway.

Section 2. Adequate Equipment to be Provided

The City shall, so far as practicable, provide the Police Department of the City of Cohoes with all necessary and essential equipment necessary to properly enforce the law, preserve the peace and provide safety and such equipment shall be kept in good state of repair.

Section 3. Replacement of Equipment

The City shall replace all equipment, which is required to be replaced or repaired by normal usage, procedure, wear and tear in the performance of duties of the Police Department.

Section 4. Training Program

The Commissioner or his designee shall, with the consent of the Board of Estimate and Apportionment, designate members to attend training programs and police training schools, and the cost thereof shall be paid by the City unless such member fails to complete the training program or training school course or fails to take any required final examination, in which event the costs shall be paid by such member. In the event such member takes and fails any required final examination he shall not be eligible to attend non-mandatory outside schools for a period of six (6) months from the date of the examination.

Section 5. Other Benefits

All other benefits currently being enjoyed by the members whether by statute, law, ordinance, resolution or precedent, shall continue to be in effect provided such benefit does not duplicate a similar benefit herein provided, and further provided that such benefit is not specifically modified by the terms of this Agreement. The Labor
Management Committee will meet to attempt to identify the past practices and benefits herein referred to.

ARTICLE XIV
RIGHTS OF EMPLOYEES

Section 1. Interrogation of Employees

The interrogation of a member of the force shall be at a time agreed upon by the City and the Union, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force shall be employed and shall under no circumstances require any member of the bargaining unit to submit to a polygraph test. The member being interrogated shall be paid overtime for the time actually attending the interrogation if the interrogation does not occur during the member's tour of duty.

Section 2. Conduct During Interrogation

a) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward or threats of any nature shall be made as an inducement to answer questions.

b) No employee shall be requested to sign a statement of an admission of guilt without having a Union representative or an attorney present if the employee so desires.

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

Section 3. Union Representation

a) The City shall afford an opportunity for a member of the force, if he so requests, to consult his Union Representative before being questioned and such Union Representative shall be allowed to be present during the interrogation.

b) No employee shall be coerced or intimidated or suffer any reprisal either directly or indirectly, including charges that may adversely affect his hours, wages or working condition as a result of his exercising the rights guaranteed by this agreement.
Section 4.

Written notices shall be given to an employee of any and all investigative findings and conclusions. All investigations shall be conducted in a manner conducive to good order and discipline.

a) Personnel Records

All employees covered by this Agreement shall have the opportunity of reviewing their personnel file maintained by the Cohoes Police Department in the presence of the Commissioner or his designee. This file shall contain their personnel applications, evaluations, all letters of recognition and commendation, reprimands, suspensions, fines, demotions and any and all actions that have taken place during his employment with the Cohoes Police Department. Such review shall be on written request no less than forty-eight (48) hours of wanting to review the file.

b) No letter of criticism, poor evaluation, or any other document, which is derogatory in nature, may be placed in an employee's official personnel file without the employee first having an opportunity to review such action. Should an employee, upon review of such action, disagree with all or part of any such letter, he shall have the right to proceed directly to the fourth stage of the grievance procedure. The City will not place any letter in the employees' file prior to a ruling from an arbitrator.

c) When the employee receives a letter of recognition or commendation or an evaluation, it shall be placed in the official personnel file and the employee involved shall receive a copy at the same time.

Section 5. Employee's Responsibility

All employees shall have the responsibility to assist in such investigations and when requested, to furnish information or give statements as witnesses. It is the responsibility of any employee who is the subject of the investigation to give a responsive account of his public trust. Any employee failing to do so may be subject to disciplinary action.

ARTICLE XV
BEREAVEMENT LEAVE

Each member of the bargaining unit shall have four (4) working days off with pay upon notice, due to the death of a member's immediate family commencing with the day of death. For the purposes of this section, immediate family shall be deemed to include the following only: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law and grandparents. In case of brother-in-law, sister-in-law, or any relative living in the member's household, bereavement leave shall be two (2) days.
ARTICLE XVI
UNPAID LEAVE OF ABSENCE

Upon request, up to one (1) member of the bargaining unit after three (3) years service will be granted unpaid leaves of absence for up to one year. Leaves will not be available under this section when two or more employees in the bargaining unit are on extended sick leave or other long-term absences from work under the provisions of this contract. In the event that a person is on leave of absence under this article and a total of two or more members of the bargaining unit are placed on a long term leave of absence pursuant to this contract, then the City in its discretion can request the person on leave under this article to report to work not less than ten (10) work days following receipt of this such directive. Failure to report to work after receipt of such notification will be equivalent to a resignation unless other appropriate arrangements in writing have been made with the City. Leave hereunder is available for education, personal matters or police related work provided, however, in the event any person on leave under this article shall engage in full-time employment for more than ninety (90) days, the leave of absence shall be deemed revoked upon notification thereof in writing by the City and failure to report to work within ten (10) days after receipt of such notification shall be deemed to be a resignation. Except for cases of emergency, requests for such leave must be made at least one (1) month prior to its scheduled commencement.

ARTICLE XVII
SENIORITY

Section 1. Determination of Seniority

Seniority shall be determined by the employee’s length of service as an employee in the Police Department. For all appointments made on or after September 16, 1981, seniority in rank shall be determined by the date of the employee’s permanent appointment to that rank from a Civil Service list. For all appointments made prior to September 16, 1981, seniority in rank shall be determined by the employee’s length of service as an employee in the Police Department. For the purpose of determining seniority between employees who receive appointments to the same rank on the same day, the employee who receives the higher mark on the Civil Service examination shall be deemed to have the most seniority. In the event more than one employee is appointed on the same day, the Civil Service scores will be reviewed. If a tie exists, the last four (4) digits of each individual’s social security number will be reviewed and the lowest number will be the more senior, etc.
Section 2. Seniority List

A current seniority list showing the names, length of service and Department assignments and rank shall be furnished to the Union every six (6) months on or about January 1 and July 1st. A copy of the list shall be maintained for inspection by members.

Section 3. Loss of Seniority

Any employee shall forfeit his seniority rights only for the following reasons:

a) Resignation without reinstatement within one (1) year.

b) Dismissal without reinstatement.

c) Retirement.

Section 4. Use of Seniority

In determining preference for the purposes of selection of vacations, assignments, shifts, seniority within the shift and not within the Department, shall control. For the purpose of determining pick of shift, within a given rank above Patrolman, seniority in rank shall determine who has preference. For the purpose of determining preference in opportunity for overtime, seniority within the Department shall control.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1. General Provisions

a) When a member, or the Union collectively, has a grievance against the City as hereinafter defined, it shall be processed in accordance with the grievance procedure hereinafter provided. This Article shall not be deemed to require any reopening of collective negotiations.

i) Grievance means a claimed violation, misinterpretation or inequitable application of this Agreement or the rules, procedures or regulations covering wages, hours or working conditions applicable to the members of this Department.

b) The parties shall make a sincere and determined effort to settle meritorious grievances in the voluntary steps of the grievance procedure and to keep the procedure free of unmeritorious grievances.
c) Any grievance that either is not processed within a reasonable time or is disposed of in accordance with this grievance procedure shall be considered settled, and such settlement shall be final and binding upon the City, the members or members involved, the Union and its members.

d) Except with respect to the right to present an individual grievance as expressly set forth in this Article, the Union shall, in the redress of grievances, be the exclusive representative of the interests of each member or group of members covered by this Agreement, and only the Union shall have the right to assert and press against the City any such grievance.

e) Either party may inspect and copy upon request, any written statements of witnesses or records which are relevant to the grievance and which are in possession of the other party.

Section 2. First Stage (Immediate Supervisor)

A member believing he has cause for grievance may, at his option, discuss the matter directly with his immediate supervisor or may take it up with the Union committeemen, who shall discuss the grievance with the member's immediate supervisor. The grievance shall be brought to the attention of the immediate supervisor at the first stage within twenty (20) working days of its occurrence, unless the employee is unaware of the grievance at the time. Then, in that event, the grievance shall be brought to the attention of the immediate supervisor within twenty (20) days of the employee's knowledge of the occurrence. Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

Section 3. Second Stage (Commissioner of Public Safety or His Designee)

a) If the matter is not disposed of in this discussion with the supervisor within 48 hours, the grievance shall be reduced to writing, and shall set forth all the facts relied on and shall be presented in to the Commissioner or his designee.

b) The Commissioner or his designee shall hold a meeting with the Union within three (3) workdays of receipt of the grievance to discuss the matter.

c) The Commissioner or his designee shall render a written decision on the grievance to the Union within seven (7) workdays of the meeting.

d) If the Commissioner or his designee's disposition on a grievance is not given within the time limits herein provided, the grievance may be appealed directly to the third stage of the grievance procedure.
Section 4. Third Stage (Mayor)

a) The Union committee shall, within one (1) week of the preceding disposition, present the grievance in writing to the Mayor or his designee.

b) The Mayor or his designee shall hold a meeting with the Union within seven (7) workdays of receipt of the grievance to discuss the merits of the grievance.

c) The Mayor or his designee shall give his decision in writing not later than one (1) week after the grievance meeting has been held.

Section 5. Fourth Stage (Arbitration)

a) If the Union is not satisfied with the decision on the grievance at Step 3, it may, within thirty (30) work days of receipt of the decision of the City's Mayor, or his designee, submit the matter to the arbitration step in the manner set forth in the section below.

b) The Rules and Regulations of the New York State Public Employment Relations Board shall apply to arbitrations under this Fourth Step.

c) Arbitrator will be chosen from the PERB procedure.

d) The arbitrator shall proceed with the disposition of the matter with the utmost of dispatch and decision of the arbitrator shall be binding on the City and the Union.

Section 6. Arbitration Rules

The aforementioned arbitrator shall adhere to the procedures and arbitrate grievances brought to it as set forth in this section.

a) Testimony will be taken in the matter of the grievances.

b) That the testimony shall be taken under oath and shall be transcribed.

c) A party desiring a stenographic transcript shall pay the cost unless otherwise agreed.

d) That the cost of the services of the arbitrator shall be borne equally by the City of Cohoes and the Association.

e) The arbitrator shall not provide any evidence and is not to take the affirmative or the negative of the issue or issues presented.

f) The order of procedure shall be as follows:
1) That the grievant shall present their case first.

2) That when they have rested, the case for the City shall be presented.

3) That when the City's case has been presented, the grievant and the city shall both have the right to rebut the testimony adduced and thereafter, the opportunity to sum up.

4) Each side is to have the right to confront and cross-examine each witness called by the opposite side after the direct examination of such witness is completed.

g) That it is the intent and desire of this board that parties may be represented by counsel, both parties agree to be bound by the rules of evidence and the procedure herein set forth throughout the hearing.

h) The arbitrator will have the right to question any and all of the persons who give testimony during such hearing; however, the arbitrator shall not have the right to conduct the examination of any witness for either party.

i) All of the testimony taken in this hearing shall be reduced to writing. The arbitrator shall be furnished with one copy thereof; one copy shall be furnished to the City, and one copy shall be furnished to the Association, or a total of three copies shall be distributed.

j) The decision of the arbitrator shall be returned in writing, within thirty (30) days after receipt of the written transcription of the final minutes of the proceeding.

k) It is hereby agreed by the board that the City and the Association shall have the right to subpoena such witnesses as are desired to present the case and the cost of subpoenaing the witnesses for each side shall be borne by the part subpoenaing such witnesses.

l) That the site for the undertaking of testimony shall be City Hall, Cohoes, New York in the City Court Room located on the second floor of the City Hall; that said site is agreed upon by the board.

m) Qualifications of Arbitrator - No person shall serve as a neutral arbitrator in any arbitration in which he has any financial or personal interest in the result of the arbitration, unless the parties, in writing, waive such qualification.

n) Disclosure of Arbitrator of Disqualification - Prior to accepting his appointment, the prospective neutral arbitrator shall disclose any circumstances likely to create a presumption of bias or which he believes is authorized by law to subpoena witnesses and documents, he may do so upon his own initiative or upon the request of
any party. The arbitrator shall be the judge of the relevancy and materiality of the
evidence offered and conformity to legal rules of evidence shall not be necessary. All
evidence shall be taken in the presence of all of the arbitrators and all of the parties
except where any of the parties is absent, in default or has waived his right to be
present.

 o) Evidence by Affidavit and Filing of Documents - The arbitrator may receive
and consider the evidence of witnesses by affidavit, but shall give it only such weight as
he deems proper after consideration of any objections made to its admission.

 All documents not filed with the arbitrator at the hearing but which are arranged
at the hearing or subsequently by agreement of the parties to be submitted, shall be
filed with the arbitrator. All parties shall be afforded opportunity to examine such
documents.

 p) Inspection - Whenever the arbitrator deems it necessary, he may make an
inspection in connection with the subject matter of the dispute after written notice to the
parties who may, if they so desire, be present at such inspection.

 q) Closing of Hearings - The arbitrator shall inquire of all parties whether they
have any further proofs to offer or witnesses to be heard. Upon receiving negative
replies, the arbitrator shall declare the hearings closed and a minute thereof shall be
recorded. If briefs or other documents are to be filed, the hearings shall be declared
closed as of the final date set by the arbitrator for filing. The time limit within which the
arbitrator is required to make his award shall commence to run, in the absence of other
agreement by the parties, upon the closing of the hearings.

 r) Reopening of Hearings - The hearings may be reopened by the arbitrator
on his own motion, or on the motion of either party, for good cause shown, at any time
before the award is made, but if the reopening of the hearing would prevent the making
of the award within the specific time agreed upon by the parties in the contract out of
which the controversy has arisen, the matter may not be reopened, unless both parties
agree upon the extension of such time limit. When no specific date is fixed in the
contract, the arbitrator may reopen the hearings, and the arbitrator shall have 30 days
from the closing of the reopened hearings within which to make an award.

 s) Extension of Time - The parties may modify any period of time by mutual
agreement. The arbitrator for good cause may extend any period of time established by
these rules, except the time for making the award. The arbitrator shall notify the parties
of any such extension of time and its reason therefore.

 t) Serving of Notices - Each party to a Submission or other agreement which
provides for arbitration under these rules shall be deemed to have consented and shall
consent that any papers, notices or process necessary or proper for the initiation or
continuation of an arbitration under these rules and for any court action in connection
herewith or the entry of judgment on an award made there under, may be served upon
such party (a) by mail addressed to such party or his attorney at his last known address, or (b) personal service, within or without the state wherein the arbitration is to be held.

u) Time of Award - The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, or specified by law, not later than 30 days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

v) Form of Award - The award shall be in writing and shall be signed by the arbitrator.

w) Award of Settlement - If the parties settle their dispute during the course of the arbitration, the arbitrator, upon their request, may set forth the terms of the agreed settlement in an award.

x) Release of Documents for Judicial Proceedings - The arbitrator shall, upon the written request of a party, furnish to such party at his expense certified facsimiles of any papers in his possession that may be required in judicial proceedings relating to the arbitration.

ARTICLE XIX
REVIEW AND ARBITRATION OF DISCIPLINE

Section 1. No Discipline Except for Just Cause

No permanent employee in the bargaining unit will be deprived of any right or benefit or in any way disciplined except for just cause and by due process of law.

Section 2. Contract Discipline Procedure

A person against whom removal or other disciplinary action is proposed and who has received written notice thereof shall have the rights set forth in this section, including the right to arbitration.

The employee and the Union shall be entitled to meet with the Mayor or his designee within one week after the issuance of the charges at the third stage of the grievance procedure set forth in Article XVIII. The Mayor or his designee shall submit his decision in writing to the employee and the Union not later than one (1) week after said meeting.

If a satisfactory settlement has not been reached at the third stage, then on demand by both the Union and the employee, fourth stage arbitration pursuant to Article XVIII of this Agreement shall be conducted in accordance with the provisions of the aforesaid article except as the same may be inconsistent with the provisions of this section.
Any employee against whom charges are preferred shall be permitted to be represented by the Union or counsel and allowed to summon witnesses on his own behalf. The burden of proving incompetence or misconduct shall be upon the party alleging the same. The order of procedure shall be as follows: the party alleging incompetence or misconduct shall present his or her case first following which the employee charged with misconduct or incompetence shall have the opportunity to present his case either in person or by counsel or by other representatives at his election.

If any such employee is found guilty of charges, the penalties imposed shall not exceed those authorized by Section 75(3) of the Civil Service Law. If the employee is exonerated, he shall be restored to his position, as required by the arbitration award. If such employee is found to be guilty of all or any part of the charges and in any way disciplined, a copy of the charges, his written answer thereto, and the determination shall be furnished to him upon request without charge in the manner provided by Section 75(3) of the Civil Service Law.

Except as hereby modified, the provisions of Article XVIII, Section 5 shall apply to disciplinary arbitration.

Section 3. Expiration of Reprimand

Counseling Forms are to be removed from the employee’s personnel file after two (2) years unless a similar offense is committed by the same employee during that time frame. In such event, the Counseling Form shall remain in the personnel file indefinitely.

Any employee reprimand recorded in the employee’s file will become void three (3) years after its date of origin if, during that period of time, the employee has received no reprimand which has been recorded in his personnel file. All such reprimands thus voided will be destroyed and not considered for any purpose whatsoever.

Any discipline imposed by an Arbitration Award shall remain in the personnel file indefinitely.
Section 4.

The parties of this Agreement recognize the need for discipline for the efficient operation of the Department. It is therefore agreed that only the following disciplinary measures may be imposed for misconduct or incompetence:

- oral reprimand,
- written reprimand
- loss of leave credits
- suspension without pay
- demotion
- dismissal
- fine

Section 5.

Upon request, either party may inspect and copy any written statements of witnesses or records which are relevant to the disciplinary charges and which are in possession of the other party, no later than 2 weeks prior to the date of such proceedings.

Section 6.

The City may impose any suspension without pay as permitted by Section 75 during a pending proceeding upon service of a Notice of Discipline.

ARTICLE XX

UNION ACTIVITIES

Section 1. Time Off for Union Business

The City shall, upon request, permit not more than five (5) members of the bargaining unit designated by the Union, as its bargaining committee, periods of time off with pay to conduct the affairs of the Union, including time off to attend Union meetings, bargaining sessions, caucuses and other meetings and sessions reasonably necessary in connection therewith, provided that request for such time is made at least one (1) day prior to the effective date thereof if practicable. Requests for time off under this section will not be denied except in cases of emergency or if granting time off causes overtime, such request will be denied if the requester is not actually working during the time period that the activity is taking place. The Union shall provide the City with a list of no more than five (5) members designated as its' bargaining committee.
**Section 2. Time Off for Processing Grievances**

a) Members of the Union who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall, upon request, be released from their regular duties without loss of pay for the time reasonably necessary to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the City and its police personnel in the uninterrupted operation of government.

b) The Grievance Committee, the Local Union President or his designee, the Aggrieved Employee and necessary employee witnesses shall suffer no loss of time or pay or be required to charge leave credits as a result of time spent in any disciplinary hearing or arbitration proceeding during their regular work hours.

**Section 3. Time Off to Attend Union Sponsored Events**

Members of the Union designated by the Union shall have the right to attend meetings, conferences and conventions of the Council to which it belongs. Designated members shall also have the right to attend dinners in pursuance of obligations of officers or delegates of the Union. Duly designated members also shall have a right to attend local events sponsored by the Cohoes Police Officers Union to include community based programs, fund raising events, dinners and all other related events and activities. Attending designated members will suffer no loss of pay or time in accordance with the requirements of the Audit and Control Bureau of the State of New York Comptrollers Office provided that the total number of days allowed off does not exceed eighteen (18) days annually.

Additionally, the President, Vice-President, Treasurer and Secretary shall receive leave with pay for the regularly scheduled monthly meeting or special meetings of the Union for the duration of the meeting only and the granting of the time off does not cause overtime. If the granting of time off causes overtime, such designee(s) shall be allowed to attend said meeting provided that such designee will remain in full duty uniform and will be subject to immediate recall to duty if his services are needed at any time during the meeting.

Request for all leaves under this Section 3 should be made to the Commissioner or his designee at least 48 hours before the day requested.

Request for time off under this Section will not be denied except in cases of emergency.
ARTICLE XXI
MEDICAL INSURANCE

1. The City will offer to members of the Union the following health insurance options effective November 5, 2003.

A. "City Plan" equivalent to the Lawrence Plan, which was in effect on December 31, 1997, except as modified as follows:

Police Officers shall have an annual deductible of $300.00 for individual, $400.00 for two-person and $500.00 for family coverage.

Prescription Drugs – Employees on the City Plan shall pay a prescription co-pay of $5.00 for generic prescriptions and $20.00 for brand name prescriptions. If a generic drug is available, but the employee obtains the brand name drug, the employee shall pay the difference in the total cost between the available generic and the brand name as well as the brand name co-pay of $20.00. In no event shall the employee be required to pay more than the total cost of the brand name prescription.

All employees on the City Plan will be limited to a thirty (30) day prescription supply and a formulary will be instituted as determined by the City’s administrator. Any persons presently taking a prescription not on the formulary shall be grandfathered and permitted to take a drug being presently prescribed for a period not to exceed one year. Where the member’s physician provides medical justification to the administrator of the need for a member to take a prescription not covered by the formulary, the member shall be permitted to obtain the required prescription at no additional cost other than the co-pay.

B. CDPHP Plan shall be Avidcare 20 with no inpatient deductible effective July 1, 2007. The City will reimburse employees $5.00 for all non-prescription co-pays. Receipts will be submitted quarterly.

1. Employees shall pay the co-pays determined by the HMO, including the prescription co-pay.

2. Employees hired after the November 5, 2003 shall pay 20% of their health care premiums. Officers hired after January 1, 2000 but before November 6, 2003 shall pay 15% of healthcare premium for the program in which he/she is enrolled. Officers hired after October 28, 1997 but before January 1, 2000 shall pay 10% of healthcare premium for the program in which he/she is enrolled or $21.00 per week, whichever is less.
2. Members who opt out of the City's health insurance programs shall receive 40% of the lowest cost program for which he is eligible premium. Members must opt out of participation in the programs offered by the City for the entire year, and may only opt out during the previous November. However, members who have opted out during any year shall have their insurance reinstated if they no longer have other coverage. In such circumstance, the member shall receive a pro-rated payment. Any member opting out must provide proof of alternative coverage. Retirees may opt out at the same rates.

3. Retiree Health Insurance.

A. Upon retirement, all members' with twenty (20) years of service to the City Police Department and eligible for retirement pursuant to the rules and regulations of the NYS Police and Fire Retirement System, will have their medical benefits covered 100% by the City (Individual, Two-Person and Family), except those employees hired after November 5, 2003. Those hired after November 5, 2003 shall contribute toward their retirement health insurance in the same percentage as when last employed.

The City, at its discretion, may require all retirees to enroll in an HMO.

Retirees will receive the same coverage, including all co-payments, afforded to current, active sworn police employees.

B. Upon retirement all members with more than ten (10) years but less than fifteen (15) years of service to the City police department who receive a disability retirement will have their medical benefits covered at the rate of seventy percent (70%) by the City (individual, two-person and family). Members who receive a disability retirement with fifteen (15) years or greater of service will be covered at the rate of one hundred percent (100%) by the City (individual, two-person and family). The years of service will be measured as of injury date. Those hired after November 5, 2003 and receiving a disability retirement shall contribute the greater of the amount set forth in this section or the same percentage as when last employed. No City paid coverage for widows/widowers.

4. In the event that at any time during the term hereof, the City shall unilaterally or otherwise increase, improve or otherwise enrich the benefits of any medical or dental insurance or similar programs for any employees or groups of employees outside the police bargaining unit then and in any such event, the Union shall be immediately entitled to notice thereof from the City and upon demand shall be entitled to enter into negotiations with the City relative to the medical, dental or other similar insurance programs provided for the police bargaining unit.
ARTICLE XXII
SEPARABILITY

Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree or a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts of provisions rendered or declared illegal or unfair labor practices. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXIII
MISCELLANEOUS

Section 1. Supplemental Agreements

Any items agreed to during contract negotiations or during the life of this Agreement which are not to be put in contract language will be set up in letter form and signed by the parties as valid side agreements.

Section 2. Department Rules Published

The employer shall make available the following materials to every employee: a copy of Special Orders, General Orders, Training Bulletins and Rules and Regulations.

Section 3. Bulletin Board

The Employer will furnish and maintain one bulletin board, the size to be agreed upon, in the common area to be used solely by the Union. The Union may post bulletins on said bulletin board regarding its activities and affairs, but will not post any material that is obscene, defamatory or would constitute partisan political campaign material. Union notices are not subject to prior approval by Management.

Section 4. Copies of Agreement

The Union will have the Agreement typed in final form and the Union will have the Agreement reproduced there from, and furnish a sufficient number of copies to the City for its use and for distribution. The Union shall be responsible for distribution of one copy of the Agreement to each of the employees in the bargaining unit. The Union will also provide the City with a computer disk containing the agreement.
Section 5. Labor Management Committee

Conferences between representatives of the Employer and the officers of the Union on matters of concern such as improved functioning of the Department procedures for avoiding grievances and other methods of improving the relationship between the parties may be held upon request of either party. 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 meetings fall within their regular work hours.

Section 6. Light Duty Eligibility

Any officer injured off duty will be eligible for light duty for no longer than forty-five (45) workdays and only those officers medically capable of performing the available light duty assignment shall be eligible for same. Any officer who is assigned light duty due to an off duty injury shall not be eligible for the lost time incentive contained in Article IV, Section 21.

ARTICLE XXIV
EFFECTIVE DATE

The term of this Agreement shall become effective on the first day of January, 2006, and except as otherwise herein provided or where the same is rendered impossible by reason of death, retirement or termination of an employee, any actions taken by the City subsequent to January 1, 2006, in order to perform the provisions hereof on its part to be performed shall be made retroactive to January 1, 2006. This Agreement shall terminate at the close of business on the 31st day of December 2009.

ARTICLE XXV
PROCEDURE FOR THE ADMINISTRATION OF SECTION 207-c OF THE GENERAL MUNICIPAL LAW FOR THE POLICE DEPARTMENT OF THE CITY OF COHOES

Section 1. Intent

a) In order to insure 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 City of Cohoes, and the public, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c.
b) This procedure is intended to be a supplement to the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits pursuant to Section 207-c of the General Municipal Law.

c) The term "police officer," as used herein, shall include all sworn members of the Police Department.

Section 2. Notice of Disability or Need for Medical or Hospital Treatment

a) A police 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 make written notice and application (see Schedule D hereto) for those benefits within ten (10) days of when the police officer reasonably should have known that the illness or injury would give rise to the claim to the Commissioner or his designee on the form which is made a part of this procedure.

b) The police officer shall provide authorization (see Schedule D hereto) for the City to obtain copies of his medical records from his treating physician or other health care provider and the City will provide the police officer, without cost, a copy of the records and reports produced by any physicians or other experts who examine the police officer on behalf of the City.

Section 3. Status Pending Determination of Eligibility for Benefits

a) The police officer shall be placed on sick leave pending determination of his eligibility for Section 207-c benefits. The determination shall be made within the time provided in Section 4 of this procedure. If the police officer has no available sick leave he may use vacation, personal leave, free leave days or compensatory time to remain on the payroll. In the event that a timely determination is not made, the police officer shall be continued in pay status until a determination is made. Time spent on the payroll beyond the initial date for making a determination shall not be charged to the employee if it is determined that he is ineligible for the 207-c benefit.

b) In the event that it is determined that the police officer is entitled to Section 207-c benefits, the City shall credit back to him all leave which he expended prior to the determination.

c) In the event that it is determined that the police officer is not entitled to Section 207-c benefits, he will be permitted to use sick leave, vacation, personal leave, free leave days and compensatory time provided he remains medically unable to perform the duties of his position.

Section 4. Benefit Determinations

The City shall promptly review a police officer's application for Section 207-c benefits and shall determine his eligibility within 30 calendar days from the filing of the application to make a decision if no independent medical exam (IME) is requested by
the City. If the City decides to have an IME, it will have 45 calendar days from the filing of the application to make a decision.

Section 5. Assignment to Light Duty

As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Commissioner or his designee, may assign a disabled police officer specified light duties, consistent with his/her status as a police officer. The Commissioner or his designee, prior to making a light duty assignment, shall advise the police officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a police officer may submit to the Commissioner or his designee, any document or other evidence in regard to the extent of his/her disability. The Commissioner or his designee may cause a medical examination or examinations of the police officer, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled police officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the police officer's ability to perform a proposed light duty assignment and other pertinent information, the Commissioner or his designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. A police officer ordered to light duty shall either comply with the order or have the benefits of Section 207-c temporarily discontinued until a determination is made pursuant to Section 7 of this procedure with regard to the police officer's physical ability to perform the light duty assignment. It is understood that assignment to light duty is in the nature of a "make work" assignment and that a police officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

Section 6. Termination of Benefits

a) Benefits provided by Section 207-c of the General Municipal Law shall terminate upon the employee being retired pursuant to a service retirement, an accidental disability retirement, or a performance of duty disability retirement, as set forth in the Retirement and Social Security Law.

b) The City will not discontinue Section 207-c benefits without the consent of the police officer unless the police officer's treating physician certifies that he is medically able to return to work. In the event that the City believes that the benefit should terminate and the police officer does not consent, or his physician does not certify that he is able to return to work, the City may utilize the provisions of Section 7 in order to receive a determination from the arbitrator regarding the police officer's continued eligibility for benefits.
Section 7. Dispute Resolution Procedure

In the event that the City denies an application for Section 207-c benefits, seeks to discontinue Section 207-c benefits, or there is a dispute about whether a police officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board within twenty (20) working days. The determination of the arbitrator shall be final and binding on the City and the police officer, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitration equally.

Section 8. Disability Retirement

Consistent with Section 207-c, the City may file an application on the police officer’s behalf for retirement under Section 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick police officer who shall refuse to permit a medical inspection in connection with such an application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived his rights under Section 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

Section 9. Continuation of Contract Benefits

While on leave pursuant to Section 207-c, for a period of 90 days or less, a police officer shall continue to accrue all benefits provided by the Collective Bargaining Agreement. After 90 days in any calendar year or continuous period of time, the police officer receiving 207-c benefits shall be entitled to the payment of salary, longevity and health insurance.

ARTICLE XXVI
FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

Section 1. Purpose

To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family and Medical Leave Act (“FLMA”).
Section 2. Definitions

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

Upon the birth of the employee’s child;

Upon placement of a child with the employee for adoption or foster care;

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: An employee’s entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12-month period beginning on the date of birth or placement unless the Employer permits a longer time.

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

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

2. any period of incapacity that requires absence from regular daily activities of more than three days and that involves continuing treatment by (or under supervision of) a health care provider.

c) "Leave" time may be paid or unpaid (see discussion below).

Section 3. Responsibility

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

Section 4. Scope

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.
Section 5. Eligibility

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1,250 hours during the twelve month period immediately preceding the commencement of the leave.

Section 6. Leave of Absence: Paid or Unpaid

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

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

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

Section 7. Extension of Leave

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

Section 8. Permission and Documentation

a) The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The Employer may require a second medical opinion and obtain periodic re-certification (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.

b) If medically necessary for a serious health condition of the employee of his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.
c) Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

Section 9. Notifications and Reporting Requirements

a) When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt 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.

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

Section 10. Coverage

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

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

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

d) In the event that an employee elects not to return to work upon completion of an approved unpaid 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. The Employer may not recover the premium payments if (a) the employee’s failure to return is due to onset, continuation or reoccurrence of a serious health condition of employee, spouse, parent or child; or (b) other circumstances beyond the employee’s control.

Section 11. Procedures

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

b) 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.

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

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

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

Section 12. Return to Duty

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

Section 13. Effect of Labor Agreement

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

Section 14. Change in Policy

The City reserves the right to modify this policy as necessitated by law.
ARTICLE XXVII
DEFENSE AND INDEMNIFICATION

Section 1. The City hereby agrees to pay for the defense, indemnify and otherwise
save harmless, any duly appointed police officer in accordance with the provisions of
General Municipal Law §50-j.1 and §50-j.6, to the extent contained in the Local Law
passed by the Common Council at its July 25, 2000 meeting.

DATED: Cohoes, New York ____________, 2008

COHOES POLICE OFFICERS
UNION, INC.

MATTHEW LABOMBARD - President

TODD WALDIN, Vice-President

RICHARD STEVENS, COUNCIL 82

CITY OF COHOES

JOHN T. MCDONALD - Mayor

CHIEF WILLIAM HESLIN

DEPUTY CORP. COUNSEL
BRIAN S. KREMER

COUNTY OF NEW YORK )
COUNTY OF ALBANY ) ss.:  

On the 13 day of March, 2008, before me personally appeared, JOHN
MCDONALD, who, being by me duly sworn, did depose and say that he resides in the
City of Cohoes, New York; that he is the Mayor of the City of Cohoes, New York, the
corporation described in, and which executed the above Instrument; that he signed his
name and affixed the seal of the City of Cohoes thereto pursuant to the powers vested
in him as Mayor of the City of Cohoes.

GREGORY TERESI
Notary Public, State of New York
Qualified in Albany County
No. 02TE6140369
Commission Expires Jan. 30, 2010
On this 6th day of March, 2008, before me personally appeared MATTHEW LABOMBARD, who, being by me duly sworn, did depose and say that he resides in Cohoes, New York; that he is President of the Cohoes Police Officers Union, Local 756, and that he signed his name thereto pursuant to the powers vested in him as President of the Cohoes Police Officers Union, Local 756.
SCHEDULE “A”
SCHEDULE "B"
COHOES POLICE DEPARTMENT
HOLIDAY ELECTION FORM

Employees must notify the Department secretary, by written notice, at the beginning of each calendar year of their election, to either receive pay or compensatory time for all holidays listed in the collective bargaining agreement. In addition, employees must also make written notice each time they wish to change their election.

I ELECT TO:

(____) Receive PAY for contractual holidays.

(____) Receive COMPENSATORY TIME for contractual holidays.

NAME (Print): ____________________________________________________________

SIGNATURE: ____________________________________________________________

DATE OF REQUEST: ___________________________________________________
SCHEDULE "C"

CLOTHING

**Initial Issue:**

1 Coat  
2 L/S Shirts  
2 S/S Shirts  
1 Cap  
1 Raincoat  
2 Ties  
1 Black Trouser Belt  
1 Duty Belt  
1 Mag Pouch  
1 Holster  
1 Cuff Case  
1 Rubber Glove Pouch  
1 Mace & Holder  
4 Keepers  
1 Baton Holder  
1 Baton  
1 Four Cell Flashlight  
2 Tie Bars  
1 Set Collar Insignias  
1 Name Tag  
1 Tenure Pin  
1 Pair Black Shoes  
1 Pair Black Uniform Boots  
2 Pair Handcuffs  
1 Service Weapon (w/ required ammunition)  
1 Uniform Badge  
1 Hat Badge  
1 Body Armor  
1 Equipment Bag  
1 Pair of Leather Gloves  
1 UTT Holder  
1 Report Holder  
1 Portable Radio Holder  
1 Flashlight Holder  
1 Reflective Vest

The City will purchase formal dress jackets for those who do not already have them. The City will reimburse employees up to $150.00 for any employee who already purchased a formal dress jacket. The City can require that the formal dress jacket be worn.
**Academy Equipment:**

(To be issued to those hired after 8/1/96)

New hires attending the Basic Police Zone 5 Academy shall be issued the required equipment mandated by the Academy.

**Items to be Returned Upon Termination/Separation from Service:**

1 Coat  
1 Cap  
1 Raincoat  
1 Duty Belt  
1 Mag Pouch  
1 Holster  
1 Cuff Case  
1 Rubber Glove Pouch  
1 Mace & Holder  
4 Keepers  
1 Baton Holder  
1 Baton  
1 Four Cell Flashlight  
2 Tier Bars  
1 Set Collar Insignias  
2 Pair Handcuffs  
1 Service Weapon (remaining ammunition) (with required ammunition)  
1 Uniform Badge  
1 Hat Badge  
1 Body Armor  
1 UTT Holder  
1 Report Holder  
1 Portable Radio Holder  
1 Flashlight Holder  
Specialized Issued Equipment
SCHEDULE "D"

FILE THIS REPORT WITH THE CORPORATION COUNSEL'S OFFICE IMMEDIATELY AFTER ACCIDENT. PLEASE ANSWER EACH QUESTION FULLY AND COMPLETELY AND KEEP SAID OFFICE INFORMED OF THE FOLLOWING OCCURRENCES:

WHETHER OR NOT EMPLOYEE IS STILL UNDER CARE OF PHYSICIAN AND IF SO, NAME OF PHYSICIAN,

ANY LOSS OF WORK RESULTING FROM INJURY AFTER FIRST RETURN TO WORK.

ACCIDENT REPORT

NAME: __________________________________________

PHONE: ___________________ SEX: _______ MARITAL STATUS: ___________________

DATE OF ACCIDENT: ___________ DAY OF WEEK: _______ HOUR: ___________

DEPARTMENT: __________________ DATE OF BIRTH: _______ S.S. NO: __________

DATE DISABILITY BEGAN: __________________________________________

WAS INJURED PAID: ___________ PAYROLL ACCOUNT NUMBER: ____________

PLACE WHERE ACCIDENT OCCURRED: ______________________________________

NAME OF FOREMAN: ______________________________________

WHEN DID FOREMAN FIRST KNOW OF INJURY: ____________________________

NAME AND ADDRESSES OF WITNESSES: __________________________________

OCCUPATION: (A) JOB TITLE FOR WHICH EMPLOYED: _______________________

(B) OCCUPATION WHEN INJURED: _______________________________________

DATE OF HIRE: ___________________ HOURS PER DAY: ___________

DAYS PER WEEK: ______________________________________

AVERAGE WEEKLY EARNINGS: ______________________________________

ARE YOU EMPLOYED ANYWHERE ELSE: __________________________________

IF SO, NAME AND ADDRESS OF EMPLOYER: _______________________________

NAME OF FOREMAN: ______________________________________

OCCUPATION: (A) JOB TITLE FOR WHICH EMPLOYED: _______________________

(B) OCCUPATION WHEN INJURED: _______________________________________

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HOW LONG EMPLOYED THERE: ____________________ HOURS PER DAY: ____________________
DAYS PER WEEK: ____________________ AVERAGE WEEKLY EARNINGS: ____________________
NATURE OF INJURY: ___________________________________________________________________
WAS MEDICAL CARE PROVIDE: ____________ WHEN: ___________________________________________________________________
NAME AND ADDRESS OF PHYSICIAN: ______________________________________________________________________
NAME OF HOSPITAL: ______________________________________________________________________
WHAT WAS EMPLOYEE DOING AT TIME: ______________________________________________________________________
____________________________________________________________________
WHERE DID ACCIDENT OCCUR (STREET, ROAD, BUILDING, ETC.): ______________________________________________________________________
____________________________________________________________________
HOW DID ACCIDENT HAPPEN: ______________________________________________________________________
____________________________________________________________________
NUMBER OF DAYS LOST (IF UNKNOWN OR NONE, PLEASE STATE): ______________________________________________________________________
PROBABLE LENGTH OF DISABILITY: ______________________________________________________________________
DATE OF REPORT: ______________________________________________________________________
REMARKS: ______________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

EMPLOYEE’S SIGNATURE ____________________ FOREMAN OR DEPART. HEAD SIGNATURE ____________________

On this __________ day of _______________, 20___, before me, the subscriber, personally appeared ____________________, to me personally known and known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same and swore that the statements contained herein are true and accurate.

______________________________
NOTARY PUBLIC - COMMISSIONER OF DEEDS
CITY OF COHOES
POLICE DEPARTMENT
AUTHORIZATION TO RELEASE MEDICAL RECORDS

I, _____________________________, authorize any hospital, physician
or other medical practitioner retained by the City of Cohoes to obtain information about
any diagnosis, treatment, and prognosis with respect to an injury sustained by me to
__________________________ for which I claim the most recent injury to have occurred
on ________________________.

__________________________
Signature of Officer

__________________________
Date
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 City of Cohoes 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