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COLLECTIVE BARGAINING AGREEMENT

by and between the

VILLAGE OF WATKINS GLEN

and the

POLICEMEN ASSOCIATION OF WATKINS GLEN

June 1, 2009 – May 31, 2012

RECEIVED 1/4/10
# Table of Contents

1. **PREAMBLE**
   - 1.1 Notice of Agreement

2. **MANAGEMENT RIGHTS**
   - 2.1 Management Rights Clause
   - 2.2 Rules and Regulations of the Department

3. **ASSOCIATION RIGHTS**
   - 3.1 Bargaining Unit
   - 3.2 Leave for Contract Administration

4. **EMPLOYEE RIGHTS**
   - 4.1 Probation
   - 4.2 Seniority
   - 4.3 Performance Appraisal
   - 4.4 Personnel File

5. **HOURS OF WORK**
   - 5.1 Work Schedule
   - 5.2 Distribution of Overtime

6. **COMPENSATION**
   - 6.1 Wage Rates
   - 6.2 Premium Pay for Overtime
   - 6.3 Shift Differentials
   - 6.4 Extra Activities

(June 1, 2009 through May 31, 2012)
7 PAID LEAVE

7.1 Holidays

7.2 Vacation Leave

7.3 Sick Leave

7.4 Personal Leave

7.5 Bereavement Leave

7.6 Jury Duty

8 UNPAID LEAVE

8.1 Leaves of Absence Without Pay

9 INSURANCE

9.1 Medical & Dental Insurance

9.2 Pre-Tax Medical & Dependent Care Accounts

9.3 Medical Insurance Buy-Out

9.4 Workers' Compensation Insurance

9.5 Short-Term Disability Insurance

10 TRANSITIONAL DUTY

10.1 Transitional Duty Program

11 RETIREMENT BENEFITS

11.1 Pension Plan

11.2 Medical Insurance for Retired Employees
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>GENERAL PROVISIONS</td>
<td>17</td>
</tr>
<tr>
<td>12.1</td>
<td>Work Accouterments</td>
<td>17</td>
</tr>
<tr>
<td>12.2</td>
<td>Mileage</td>
<td>17</td>
</tr>
<tr>
<td>12.3</td>
<td>Schooling and Training</td>
<td>17</td>
</tr>
<tr>
<td>12.4</td>
<td>Payroll Savings</td>
<td>18</td>
</tr>
<tr>
<td>13</td>
<td>DUE PROCESS PROCEDURES</td>
<td>18</td>
</tr>
<tr>
<td>13.1</td>
<td>Grievance Procedure</td>
<td>18</td>
</tr>
<tr>
<td>13.2</td>
<td>Disciplinary Actions</td>
<td>19</td>
</tr>
<tr>
<td>14</td>
<td>APPLICATION OF AGREEMENT</td>
<td>19</td>
</tr>
<tr>
<td>14.1</td>
<td>Duration of Agreement</td>
<td>19</td>
</tr>
<tr>
<td>14.2</td>
<td>Complete Agreement</td>
<td>19</td>
</tr>
<tr>
<td>14.3</td>
<td>Savings Clause</td>
<td>20</td>
</tr>
<tr>
<td>14.4</td>
<td>Legislative Action</td>
<td>20</td>
</tr>
<tr>
<td>14.5</td>
<td>Execution of Agreement</td>
<td>20</td>
</tr>
</tbody>
</table>

(June 1, 2009 through May 31, 2012)
1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Village of Watkins Glen, New York, hereinafter referred to as the ‘Village’ or the “Employer”, and the Policemen Association of Watkins Glen, New York, hereinafter referred to as the “Association”.

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 The rights and responsibilities to operate and manage the business and affairs of the Village are vested exclusively in the Village and the Village not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause in accordance with Section 75 of Civil Service Law; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Village unless expressly provided otherwise in this collective bargaining agreement.

2.2 Rules and Regulations of the Department

2.2.1 The Chief of Police will provide each Employee a copy of the current Rules and Regulations of the Police Department, and a copy will be posted at the Police Department. All Patrolmen will be expected to have read and understood the current Rules and Regulations, and to abide by them.

3 ASSOCIATION RIGHTS

3.1 Bargaining Unit

3.1.1 Recognition: The Village recognizes the Police Association as the exclusive collective negotiating agent for the permanently appointed Competitive Civil Service Patrolmen in the Police Department.

3.1.2 Covered Employees: The Association shall represent full-time competitive Civil Service Patrolmen. The Association does not represent the Chief of Police or part-time Patrolmen - Police.

There shall be two classifications of Employees in the bargaining unit as follows: a) Provisional Employees: All employees shall be provisional until permanently appointed after Civil Service Examination and schooling is completed; and, b) Permanent Employees: Employees who have passed the appropriate Civil Service test or who have been given a permanent appointment by the Board of Trustees.

(June 1, 2009 through May 31, 2012)
3.2 Leave for Contract Administration

3.2.1 Investigation and Presentation of Grievances: The Association will be allowed a reasonable amount of release time, without loss of pay or leave credits, for the following activities: to investigate and present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board.

3.2.2 Requests for Release Time: Requests for the use of release time shall be made to the Chief of Police as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee’s duty station until it has been approved by the Chief of Police.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: The probationary period for a full-time employee will be in accordance with the rules and regulations of the local Civil Service agency.

4.1.2 Failure to Successfully Complete Probationary Period: Probationary employees may be discharged at the sole discretion of the Employer at any time after the completion of the minimum probationary period and before completion of the maximum probationary period. Nothing in this Article shall require the Employer to continue the employment of an employee who fails to qualify for permanent employment.

The probationary appointee is entitled to all of the economic benefits and terms of this Collective Bargaining Agreement, such appointee is, nevertheless, subject to discharge from the Department by the Village for any reason deemed sufficient by the Village and such discharge, if it occurs, shall not be subject to the grievance procedure.

4.2 Seniority

4.2.1 Service Seniority: Seniority will be determined by the employee’s length of full-time continuous service with the Police Department of the Village of Watkins Glen.

4.2.2 Computation of Seniority: For the purpose of calculating the length of service of a full-time employee, one year will be credited for each year of service beginning on the employee’s initial date of hire as a full-time employee. For the purpose of calculating length of service of a part-time employee, one year of service will be credited for every 2080 hours of paid work. In the event a part-time employee is appointed to a position as a full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

4.2.2 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.2.3 Leave of Absence: An employee who is on an approved leave of absence due to an on-the-job illness or injury shall be considered on the payroll for purposes of accruing seniority. An employee who is on an approved leave of absence due to an off-the-job illness or injury and who is receiving the New York State Disability benefit shall be considered on the payroll for purposes of accruing seniority. Otherwise, an employee will not accrue seniority while the employee is on an approved unpaid leave of absence.

(June 1, 2009 through May 31, 2012)
beyond thirty calendar days or while the employee is in layoff status beyond thirty calendar days. Such leave will not be considered as a break in "continuous service".
4.3 Performance Appraisal

4.3.1 Purpose and Criteria: The purpose of the program is to recognize an employee’s achievement of established performance standards and goals, identify and correct performance problems, encourage career development and growth, and set goals for the next appraisal period. The performance appraisal will take into consideration the employee’s work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee’s performance.

4.3.2 Completion of Probationary Period: Performance reports filled out by the Chief of Police must be submitted to the Board of Trustees before the probationary period is completed.

4.3.3 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Chief of Police. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the right to perform such evaluations at any time in the future.

4.3.4 Evaluation Procedure: The Chief of Police will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the Chief of Police and the liaison from the Board of Trustees will meet with the employee to review the performance appraisal report.

4.3.5 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

4.3.6 Employee Reply: An employee’s written comments, if any, will be included with the performance appraisal report.

4.4 Personnel File

4.4.1 Location of Files: All original personnel records for current employees will be kept in the Clerk/Treasurer’s office and will be maintained and controlled by the Clerk/Treasurer. All employee medical records will be kept in a separate locked file apart from the employee’s personnel file and will be maintained and controlled by the Clerk/Treasurer. All employee substance testing records will be kept in a separate locked file apart from the employee’s personnel file and will be maintained and controlled by the Clerk/Treasurer.

4.4.2 Change in Status: An employee must immediately notify the Clerk/Treasurer of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

4.4.3 Employee Access: Access to personnel files is limited. A current employee may review the contents of the employee’s own personnel file by submitting a written request to the Clerk/Treasurer. An authorized official must be present when the employee inspects the file. An employee may not copy, remove, or place any material in the employee’s personnel file without the approval of the Clerk/Treasurer.
5 HOURS OF WORK

5.1 Work Schedule

5.1.1 Workday/Workweek: The standard work shift shall be eight hours, and there shall be three shifts in each 24-hour period. The standard workweek shall be seven consecutive days from Thursday through Wednesday. In the event the Village wants to implement a different workweek and/or different shifts, the proposed change will be submitted to the collective bargaining process. In the event an agreement cannot be reached, the proposed change will be submitted to interest arbitration in accordance with the procedure administered by the Public Employment Relations Board.

All full-time Patrolmen will work their regularly assigned shifts, in accordance with a shift schedule to be worked out between the Village and the Chief of Police for each contract year.

By its very nature, law enforcement is a constant responsibility twenty-four hours a day in all seven days of the week. In order to cover these continuous hours, it is necessary to schedule Police Officers on tours of duty or shifts, which include the nighttime and the weekends in addition to the normal employee workdays. The days of the week and hours of the day when a Policeman is scheduled to be on duty may vary from the duty of other officers, but insofar as possible, shall conform to the shift schedule referred to above.

5.1.2 Substitutions: The practice of one employee voluntarily working for another shall be continued provided: a) Such substitution does not impose additional cost to the Department; b) The superior officer under whose jurisdiction the substitution will occur is notified in advance and such request is approved by the Chief of Police; and, c) Neither the Department nor the Employer shall be held responsible for enforcing any agreement made between the employees.

5.2 Distribution of Overtime

5.2.1 Additional Hours of Work: The Chief of Police may require an employee to work additional hours beyond the employee’s normal workday and workweek. An employee must receive prior approval from the Chief of Police before working additional hours.

5.2.2 Work In Progress: In the event there is an opportunity in a given job title to work additional hours and the hours are a continuation of “work in progress”, the opportunity will not be offered to other employees and those employees in the affected job title who are then working on the assignment will continue to work the additional hours.

5.2.3 Hours Not Extending from Normal Workday: In the event there is an opportunity in a given job title to work additional hours, including vacancies, and the hours are NOT a continuation of “work in progress”, the opportunity will be offered to part-time employees. In the event a sufficient number of part-time employees do not volunteer, the opportunity will be offered on a seniority basis (most senior first) to full-time employees. In the event a sufficient number of full-time employees do not volunteer, the work will be assigned on a seniority basis (least senior first) to full-time employees, provided the employee is qualified to perform the work.

5.2.4 Errors in Assigning Additional Hours: In the event the Village makes an error in the assignment of additional hours, the next opportunity to work additional hours will be offered to the employee who should have been offered the additional hours.

5.2.5 Time Records: An employee must record all hours worked in each workday in a manner to be determined by the Village.
6 COMPENSATION

6.1 Wage Rates

6.1.1 Base Wage Rates: All full-time competitive Civil Service Patrolmen shall be compensated in accordance with the following schedule for the period June 1, 2009 through May 31, 2012, which reflects increases of 3% on June 1, 2009, 3% on June 1, 2010, and 3% on June 1, 2011.

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td></td>
<td>$35,500.0</td>
<td>$37,630.0</td>
<td>$39,887.8</td>
<td>$42,281.0</td>
<td>$44,817.9</td>
<td>$47,507.0</td>
</tr>
<tr>
<td>Step 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Upon Completion of 1 Year</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Upon Completion of 2 Years</td>
<td>$39,887.8</td>
<td>$42,281.0</td>
<td>$44,817.9</td>
<td>$47,507.0</td>
<td>$50,101.0</td>
<td>$52,159.8</td>
</tr>
<tr>
<td>Step 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upon Completion of 3 Years</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>7</td>
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</tr>
<tr>
<td>Upon Completion of 4 Years</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Step 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upon Completion of 5 Years</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

The value of each step increment is six percent less than the preceding step (Step 6 ÷ 6% = Step 5).

6.1.2 Sergeant Differential: The Sergeant's pay shall be an additional $1.44 ($3,000 per year). This differential will be included in the computation of overtime.

6.1.3 "Red Circle" Rates: Notwithstanding the provisions of 6.1.1 and 6.1.2 above, the base wage rate for the following employees will be as follows:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sgt. Decker</td>
<td>$52,159.8</td>
<td>$54,217.1</td>
<td>$56,374.6</td>
<td>$58,543.6</td>
</tr>
<tr>
<td>Officer Rice</td>
<td>$54,217.1</td>
<td>$56,374.6</td>
<td>$58,543.6</td>
<td>$60,713.2</td>
</tr>
<tr>
<td>Officer Powers</td>
<td>$50,010.6</td>
<td>$52,070.6</td>
<td>$54,130.7</td>
<td>$56,200.8</td>
</tr>
<tr>
<td>Officer Rice</td>
<td>$55,101.0</td>
<td>$57,159.8</td>
<td>$59,217.7</td>
<td>$61,276.6</td>
</tr>
<tr>
<td>Officer Rice</td>
<td>$24.04</td>
<td>$26.07</td>
<td>$28.10</td>
<td>$30.13</td>
</tr>
</tbody>
</table>

6.1.4 Longevity Bonus: In addition to the salary payments hereinabove provided, all full time competitive Civil Service Patrolmen will be paid longevity increases as follows:

Completion of sixth year to tenth year - $1,000
Completion of tenth year to fifteenth year - $1,250
Completion of fifteenth year to twentieth year - $1,500

The longevity increase increments defined above shall be payable each year of the defined incremental years and shall not multiply each year during the increment. (For example, $1,000 is payable for the 6th year of service, $1,000 is payable for the 7th, 8th, 9th and 10th year of service. The $1,000 does not add to the previous $1,000 of the preceding year.) Payment of the longevity bonus will be paid in one amount (June 1, 2009 through May 31, 2012)
on the first pay date in June preceding the employee’s anniversary date. For example, an employee who will complete ten years of service on December 15th will receive payment of $1,000 on the first pay date in the preceding June.

6.1.5 Pay Period: The standard pay period shall be bi-weekly.
6.2 Premium Pay for Overtime

6.2.1 Overtime Rate: Any Patrolman required to work, over eighty hours in a bi-weekly pay period shall be compensated at the rate of one and one-half times the employee’s regular hourly rate of pay. All overtime hours will be paid in the bi-weekly pay period in which it was worked. The longevity bonus (see 6.1.4, above) shall be included in the calculation of the overtime rate by dividing the bonus by 2080.

6.2.2 Credit for Paid Leave: Scheduled vacation, holiday and holiday compensatory time, sick leave, personal leave, bereavement leave, and jury duty leave shall be included in calculating hours worked during a bi-weekly pay period.

6.3 Shift Differentials

6.3.1 Between 7 p.m. and 7 a.m.: An additional seventy-five cents ($0.75) per hour above the base hourly rate will be paid for hours worked between 7:00 pm and 7:00 am.

6.4 Extra Activities

6.4.1 Appearances compelled by subpoena or directed by superior officers before criminal courts, grand juries, petit juries, suppression hearing, motion practice and appellate matter and breath test, all in so far as they may relate to the regular and normal duties of a law enforcement officer and further including, but not limited to, the New York Liquor Authority, the New York State Investigation Commission, and the New York State Department of Motor Vehicles, will be compensated by a minimum of four hours, only when exclusively some time other than regularly scheduled working hours.

7 PAID LEAVE

7.1 Holidays

7.1.1 Time-Off in Lieu of Designated Holidays: In each fiscal year, full-time competitive Civil Service Police Officers will be granted 120 hours off at the employee’s regular daily rate of pay in lieu of having specified time off on Village-designated paid holidays.

7.1.2 Scheduling: So far as practical and approved by the Chief of Police, vacation and holidays may be taken any time throughout the year. No more than three consecutive “holidays” shall be taken as time off during any workweek and no more than three “holidays” shall be taken as time off in conjunction with any vacation time. Written requests shall be given to the Chief of Police at least three calendar days in advance. All “holiday” leave must be approved in advance and will not be used to cover unscheduled absences after the fact. The Chief of Police has the right to refuse or approve all requests in the best interest of the department. In the event more employees request “holiday” leave than minimum coverage permits, preference shall be given to the employee with the most service seniority. An employee may take “holiday” leave only after it has been credited. “Holiday” leave may not be used in increments of less than one full day.

7.1.3 Unused Holiday Leave: Any “holiday” time left at the end of each fiscal year (May 31st) will be transferred into a compensatory time account; compensatory time may be used as time off, but only used at the discretion of the Chief of Police. The maximum accrual allowable will be 120 hours, with no lump sum payment at anytime during employment or upon separation or retirement and shall be subject to 7.1.2 above.

(June 1, 2009 through May 31, 2012)
7.2 Vacation Leave

7.2.1 Allowance (Accrual System): An employee hired before June 1, 2006 will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule.

<table>
<thead>
<tr>
<th>Upon hire/Year of Service</th>
<th>CREDITS PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon hire</td>
<td>8.00 hours (equals 96 hours/year)</td>
</tr>
<tr>
<td>Upon start of 5th year of continuous service</td>
<td>11.33 hours (equals 136 hours/year)</td>
</tr>
<tr>
<td>Upon start of 10th year of continuous service</td>
<td>14.66 hours (equals 176 hours/year)</td>
</tr>
<tr>
<td>Upon start of 21st year of continuous service (hired before 6-1-2006 only)</td>
<td>0.67 additional hours for each year over twenty years of service</td>
</tr>
</tbody>
</table>

For example, an employee who has completed four years of continuous service on February 26th will see an increase in the number of hours credited from 8 hours per month to 11.33 hours per month on March 1st; similarly, an employee who has completed nine years of continuous service on September 5th will see an increase from 11.33 hours per month to 14.66 hours per month on October 1st.

An employee hired on or after June 1, 2006 will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule.

<table>
<thead>
<tr>
<th>Upon hire/Year of Service</th>
<th>CREDITS PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon hire</td>
<td>6.67 hours (equals 80 hours/year)</td>
</tr>
<tr>
<td>Upon start of 5th year of continuous service</td>
<td>10.00 hours (equals 120 hours/year)</td>
</tr>
<tr>
<td>Upon start of 10th year of continuous service</td>
<td>13.33 hours (equals 160 hours/year)</td>
</tr>
</tbody>
</table>

7.2.2 New Employees: A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

7.2.3 Accrual During Leaves of Absence: An employee who is on an approved leave of absence due to an on-the-job illness or injury shall be considered on the payroll for purposes of accruing vacation. Otherwise, an employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month.

7.2.4 Accumulation: An employee may accumulate vacation leave credits to a maximum of four hundred and forty hours. Any vacation credits in excess of four hundred and forty hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may “carry” the excess for ninety calendar days.

7.2.5 Annual Buy-Back: An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any fiscal year (June 1 through May 31). Payment will be made within the pay period following the date the request was made. Payment will be at the employee’s then current rate of pay.

(June 1, 2009 through May 31, 2012)
7.2.6 **Scheduling:** Written requests shall be given to the Chief of Police at least three calendar days in advance, for three or more consecutive days of vacation. All vacation time must be approved in advance and will not be used to cover unscheduled absences after the fact. The Chief of Police has the right to refuse or approve all requests in the best interest of the department. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. An employee may take vacation leave only after it has been credited. Vacation leave may not be used in increments of less than “half days”.

7.2.7 **Termination of Employment:** In the event the employee resigns, retires, or is laid off, the employee will be compensated at the employee’s then current regular rate of pay for vacation leave credits earned but not used. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In case of the death of the employee, the Village will pay the employee’s estate for any unused vacation leave.

7.3 **Sick Leave**

7.3.1 **Allowance (Monthly Accrual):** All full-time Civil Service Patrolmen hired before June 1, 2006 will be credited with twelve hours of paid sick leave at the end of each month. An employee may accumulate sick leave credits to a maximum of sixteen hundred and eighty hours. Any sick leave credits in excess of the maximum will be cancelled.

All full-time employees hired on or after June 1, 2006 will be credited with ten hours of paid sick leave at the end of each month. An employee may accumulate sick leave credits to a maximum of fifteen hundred and twenty hours. Any sick leave credits in excess of the maximum will be cancelled.

7.3.2 **Accrual during Leaves of Absence:** An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month.

7.3.3 **Use of Sick Leave:** Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee’s job. Sick leave is allowed to be used by the employee for the employee’s own dental appointments or medical appointments or examinations that cannot be scheduled during non-work hours. An employee may take paid sick leave only after it has been credited. Sick leave is allowed in one-half day units.

7.3.4 **Family Sick Leave:** An employee may use a maximum of forty hours per year of accrued sick leave for the purpose of family health care if the employee must provide direct care to an immediate family member. For purposes of family sick leave, “immediate family member” will mean the employee’s parent, spouse, or child, grandparent, and spouse’s parent, or any person with whom the employee makes a primary residence.

7.3.5 **Notification of Sick Leave:** Employees shall notify the Duty Officer at least four hours before the start of the work day for unscheduled absences. Failure to give such notification, unless beyond the control of the employee, shall result in loss of pay for that day.

7.3.6 **Medical Verification:** The Village may require medical verification of an employee’s absence if the Village perceives the employee is demonstrating a pattern of sick leave abuse. The Village may require medical verification of an employee’s absence to verify that the employee is able to return to work with or without restrictions.
7.3.7 Retirement Medical Insurance Premium Payments: Upon retirement, an employee who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees’ Retirement System can choose to apply sick leave credits toward the payment of medical insurance premiums until sick leave credits are exhausted. Unused accumulated sick days will be payable at retirement in the form of a contribution to Employee's payment of medical insurance, under the following conditions: All unused sick time at retirement will be used to pay for fifty percent of medical insurance until sick time is exhausted. The amount available for this will be computed by multiplying hourly rate at time of retirement by eight hours per day times the number of sick days remaining on the books. After sick leave credits have been exhausted, the Village will pay fifty percent and the retiree will pay fifty percent of the premium.

7.3.8 Termination of Employment: An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

7.4 Personal Leave

7.4.1 Allowance: An Employee may be absent from the employee’s job for personal reasons for a maximum of 60 hours per year, which will be deducted from sick leave accumulations.

7.4.2 Use of Personal Leave: An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies.

7.4.3 Scheduling: Employees shall notify the Chief of Police, in writing, when they intend to be absent for a personal day with as much advance notice as possible. In an emergency condition/situation, a written notification after leave has been taken is permitted. All leaves shall be allowed in one to eight hour units.

7.5 Bereavement Leave

7.5.1 Immediate Family: In the event of a death of an employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent or Legal Guardian
- Child (including step & foster)

7.5.2 Extended Family: In the event of a death of a regular full-time employee’s extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Grandchild
- Grandparent
- Spouse’s Parent
- Child’s Spouse

7.5.3 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Chief of Police. The Chief of Police shall have total discretion in the approval of such additional bereavement leave.
7.6 Jury Duty

7.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits.

7.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Chief of Police.

7.6.3 Return to Duty: Given that the employee’s shift is being filled by another employee, in the event the employee is released from jury duty on a given day and there are hours remaining in the workday, the employee is excused from returning to work.

8 UNPAID LEAVE

8.1 Leaves of Absence Without Pay

8.1.1 General Terms: Absences taken beyond an employee’s leave accruals shall be considered unauthorized unless prior written approval has been given from the Board of Trustees. Subject to the approval of the Board of Trustees, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

8.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Mayor at least thirty calendar days prior to planned commencement of the requested leave. The Board of Trustees has sole discretion in approving such leave.

8.1.3 Conditions of Leave: The Board of Trustees will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Board of Trustees, in its discretion, deems appropriate.

8.1.4 Failure to Return from Leave: An employee granted leave under this provision will be considered as having resigned if the employee does not return to work at the end of the granted leave period.

9 INSURANCE

9.1 Medical & Dental Insurance

9.1.1 Insurance Plan: The Village will make available major medical, hospital and surgical insurance, a prescription drug plan, vision plan, and a dental plan to each full-time employee and the employee’s eligible family. In no event shall the Village be required or obligated to pay or reimburse any portion of any doctor’s bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical or dental bill or expense that is not covered or reimbursed by the insurance plan.

9.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee’s first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service and the insurance carrier.

(June 1, 2009 through May 31, 2012)
9.1.3 **Change in Insurance Plans:** The Village may change the plan carrier and/or offer alternative plans in place of the current plans, provided the alternative plan’s benefit structure is substantially equivalent to the current plan.

9.1.4 **Premium Payment:** The Village will pay eighty-five percent and the employee will pay fifteen percent of the monthly premium for individual, two-person, or family medical and dental coverage, as the case may be. The employee’s contribution to the medical insurance premium will be deducted from the employee’s regular paycheck on a pre-tax basis.

## 9.2 Pre-Tax Medical & Dependent Care Accounts

9.2.1 **Premiums and Medical Care Expenses:** The Village also agrees to provide a pre-tax contribution program designed to allow employees who so choose to pay the employee share of medical insurance costs prior to the calculation of income tax, where consistent with State and Federal tax law. Further, an employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA). Money set aside in an employee’s medical care account may be used to cover certain medical, dental, and vision care expenses that are not reimbursable through the employee’s insurance plan(s).

9.2.2 **Dependent Care Accounts:** An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a dependent care flexible spending account (FSA). Money set aside in an employee’s dependent care account may be used to cover eligible day care and nursery school expenses for covered dependents.

9.2.3 **Election Changes:** Eligible employees may enroll or decline coverage in the flexible spending accounts during the annual open enrollment period. Once an election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one calendar days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee’s election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

## 9.3 Medical Insurance Buy-Out

9.3.1 **Eligibility:** The covered employees agree to complete a coordination of benefits form by July 1st of each year, detailing all other medical insurance policies in effect for themselves and covered family members. A regular full-time employee who is eligible for medical insurance coverage made available through the Village may receive a cash buy-out in lieu of receiving medical insurance benefits. An employee who was not enrolled in the Village-sponsored plan but was enrolled in the employee’s spouse’s plan on March 1, 2006 is not eligible for this buy-out provision.

The employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. In the event an employee is married to another employee of the Village who is eligible for medical insurance, they must enroll in either two individual plans or the same plan (two-person or family) and will not be eligible for this buy-out.

9.3.2 **Amount of Buy-Out:** The employee will receive forty percent of the Village’s annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Village is contributing 85% of a $15,000 premium for family coverage, or $12,750, the amount of the buy-out would be 40% of $12,750, or $5,100. The buy-out is subject to applicable taxes.

9.3.3 **Method of Payment:** Partial payment of the buy-out will be made in the employee’s regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

(June 1, 2009 through May 31, 2012)
9.3.4 **Reinstatement:** In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Village. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

9.4 **Workers’ Compensation Insurance**

9.4.1 **Coverage:** In accordance with New York State law, the Village agrees to maintain insurance coverage for eligible employees who are injured or become ill because of the job (Workers’ Compensation). The New York State Workers’ Compensation Board makes the determination of whether an employee is eligible for Workers’ Compensation benefits.

9.4.2 **Use of Sick Leave Credits:** An employee may draw from the employee’s sick leave credits in conjunction with Workers’ Compensation payments to equal, but not exceed, the employee’s regular daily rate of pay. When the insurance company makes payment, the Village shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave.

9.4.3 **Continuation of Medical Insurance:** The Village will continue to make its contributions for medical insurance coverage for an employee who is receiving Workers’ Compensation payments for lost time for a maximum of twenty-six weeks for a given injury or illness, provided the employee makes the required employee contribution. Thereafter, with exception of the obligations imposed under 207-c of the General Municipal Law, the Village will continue to make its contributions for medical insurance coverage only if the employee is drawing full pay by using accrued sick leave credits, provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

9.5 **Short-Term Disability Insurance**

9.5.1 **Coverage:** The Village will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

9.5.2 **Premium Payment:** The Village will pay the full premium for short-term disability insurance for each eligible employee.

9.5.3 **Use of Sick Leave Credits:** An employee may draw from the employee’s sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee’s regular daily rate of pay. When the insurance company makes payment, the Village will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave.

9.5.4 **Continuation of Medical Insurance:** Health insurance payments will be provided by the Village during the period the employee has accrued sick leave, and for one month thereafter, provided the employee makes the required employee contribution. Beyond this period, the employee is responsible for the payment of medical insurance premiums in accordance with COBRA.

(June 1, 2009 through May 31, 2012)
10 TRANSITIONAL DUTY

10.1 Transitional Duty Program

10.1.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Village and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee’s regular position, the Village may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

10.1.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less by the insurance carrier and the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Village. The Village shall determine what documentation will be acceptable for establishing the employee’s eligibility and determining the employee’s physical limitations. An employee who refuses to submit to a medical examination ordered by the Village may be subject to appropriate disciplinary action.

10.1.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee’s regular job duties. The assignment may involve performing some duties of the employee’s regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee’s regular position.

10.1.4 Wages and Benefits: While performing a Transitional Duty assignment, the employee shall receive the employee’s regular hourly rate of pay and benefits.

10.1.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Village may require a medical examination ordered by the Village as a condition of allowing the employee to return to full duties.

10.1.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers’ Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination.

11 RETIREMENT BENEFITS

11.1 Pension Plan

11.1.1 State Retirement System: The Village of Watkins Glen will supply paid non-contributory “20 Year Career” Plan, Section 384-d retirement for full-time Patrolmen, under the New York State Retirement System, Plan number 384-d (one-half pay after 20 years of service).
11.2 Medical Insurance for Retired Employees

11.2.1 Coverage: The Village offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Village employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree’s eligible spouse if the spouse was covered under the Village’s medical insurance plan on the retiree’s last date of employment with the Village. In the event of legal separation or divorce, the retiree’s spouse shall not be eligible for coverage except as provided under COBRA.

11.2.2 Eligibility: The retiree must meet all of these requirements: 1) have at least twenty years of continuous service with the Village; 2) retire directly from the Village; and, 3) have been granted a retirement benefit from the New York State Employees’ Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

11.2.3 Plan: For a retiree who is not eligible for Medicare, the Village will make available the same medical insurance and prescription drug plan under the same terms and conditions as it makes for active employees, as if the retiree were still actively employed by the Village.

11.2.4 Medicare: Coverage under a medical insurance and prescription drug plan made available through the Village will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Village. The Village will NOT reimburse an eligible retiree and the retiree’s spouse for the cost of the Medicare Part B premium.

11.2.5 Premium Payment: After the application of all accumulated sick time is exhausted (refer to 11.2.6, below), medical insurance will be paid at fifty percent by the Village and fifty percent by the retiree for individual or family coverage, as the case may be. In the event of death of retiree, unused sick time will continue to pay for medical insurance for the spouse at one hundred percent until exhausted, and then fifty percent by the Village and fifty percent by the spouse.

11.2.6 Use of Sick Leave Accruals: Upon retirement, an employee who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees’ Retirement System can choose to apply sick leave credits toward the payment of medical insurance premiums until sick leave credits are exhausted. Unused accumulated sick days will be payable at retirement in the form of a contribution to Employee's payment of medical insurance, under the following conditions: All unused sick time at retirement will be used to pay for fifty percent of medical insurance until sick time is exhausted. The amount available for this will be computed by multiplying hourly rate at time of retirement by eight hours per day times the number of sick days remaining on the books. After sick leave credits have been exhausted, the Village will pay fifty percent and the retiree will pay fifty percent of the premium.

(June 1, 2009 through May 31, 2012)
12 GENERAL PROVISIONS

12.1 Work Accouterments

12.1.1 Clothing and Equipment Allowance: The Village of Watkins Glen will initially supply all full-time Patrolmen complete summer and winter uniforms consisting of the following for each category:

- Four pair of year-round trousers
- Five summer and five winter shirts
- One summer hat
- Two pairs of shoes
- Two ties
- One jacket with the proper liner to convert to winter ware.
- Complete leather goods consisting of: Trouser belt; Gun belt; Cartridge case; Holster; Handcuff case; Nightstick holder; Mace container holder
- At least one pair of handcuffs
- One container of mace and/or tear gas
- Complete rain gear, including boots
- One shirt badge, one name plate, and all authorized patches prescribed
- One coat badge and one hat badge

It is understood and agreed that the Village will provide and maintain said equipment and uniforms as needed.

It is understood and agreed that the clothing and equipment as herein provided for will not necessarily be replenished each and every year, but only as the same is actually needed by the individual Patrolman as mutually agreed between the Chief of Police and the employee.

12.2 Mileage

12.2.1 The reimbursement for authorized use of personal car on Village business is at the then current IRS rate.

12.3 Schooling and Training

12.3.1 All full-time Patrolmen will be sent to schools, training, seminars, etc., related to the Police field which are to the employee's benefit and to that of the Employer's in the opinion of the Chief of Police and the Board of Trustees, and if it is held at a time that will not conflict with normal operations of the Department which are held in Zone 12. If possible, all Patrolmen will be trained and schooled for all Police related jobs in the Department. A written request will be submitted to the Chief of Police and the Chief of Police in turn will submit it to the Board of Trustees. The Board of Trustees will approve or disapprove request. The Village will pay for all material needed, all travel expenses to include meals, lodging, the IRS rate per mile travel allowance, and the officer's regular wage figured on an ordinary weekly basis.

12.3.2 Any Patrolmen trained in a special field such as photography, accident investigation, breath test operation, etc., will be used by the Department when needed before outside Department Specialists are requested.

(June 1, 2009 through May 31, 2012)
12.4 Payroll Savings

12.4.1 The Village will supply a system of payroll savings for any member of the Department so desiring to join. Payroll savings plan could be either specified amount placed in member's savings account or U.S. Savings Bonds obtained by withholding a specified amount from the Employee's pay at his request to take part in such a program.

13 DUE PROCESS PROCEDURES

13.1 Grievance Procedure

13.1.1 Definition: For the purpose of this Collective Bargaining Agreement, the word "Grievance" means any claimed violation, misinterpretation or inequitable application of the terms of this Collective Bargaining Agreement.

13.1.2 Procedure: The grievance procedure shall consist of the following steps:

Step One: The Employee presents the employee's grievance to the Chief of Police who shall, to such extent as the Chief of Police may deem appropriate, consult with the Board of Trustees. The grievance must be submitted, in writing, to the Chief of Police within ten calendar days from knowledge of the occurrence, or when the employee should have had knowledge. The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought.

If the employee so chooses, the employee may be aided and accompanied by a representative of the Association at any stage of the grievance procedure.

The discussion and resolution of grievance at the first stage shall be on an oral and informal basis. The Chief of Police shall render a determination to the aggrieved employee within ten calendar days after the grievance has been presented. If such grievance is not satisfactorily resolved at the first stage, the Association may proceed to the second stage.

Step Two: If the employee is not satisfied with the Chief of Police's informal disposition of the grievance, the Association may submit the matter, in writing, to the Board of Trustees. The appeal must be submitted within ten calendar days from receipt of the Chief of Police's informal disposition of the grievance, or when the response should have been received.

The Board of Trustees will review the matter, and if it feels it necessary, schedule a hearing to be attended by the Association and the Chief of Police. In any event, the Board of Trustees must decide the matter within thirty calendar days of the receipt of the Association's appeal at Step Two and notify the Association of its disposition in writing, stating the reasons therefore within an additional five calendar days.
**Step Three - Binding Arbitration:** In the event that an agreement cannot be reached between the Association and the Village Board, the grievance will be settled through binding arbitration. The Association may submit the matter to arbitration by filing a demand for arbitration with the Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within ten calendar days from receiving the Step Three response or when the Step Three response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement.

The Village and the Association shall share the fees of the arbitrator equally.

**13.1.3 Time Limits:** The grievance procedure for any alleged grievance must be instituted within ten calendar days of the incident and the grievance steps must be taken by the Association within the time limits set forth herein, or the Association waives any grievance. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Association and the official who is to receive the grievance.

**13.2 Disciplinary Actions**

**13.2.1 Section 75:** Any disciplinary action due to misconduct and/or poor performance will be processed in accordance with Section 75 of Civil Service Law and may not be submitted to the grievance procedure.

**14 APPLICATION OF AGREEMENT**

**14.1 Duration of Agreement**

14.1.1 This collective bargaining agreement shall be effective from June 1, 2009 through May 31, 2012, unless otherwise agreed to by the parties.

**14.2 Complete Agreement**

14.2.1 This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement will not be binding on the Village and may not be submitted to the grievance and arbitration procedure, however, the Village recognizes the right of the Association to file an improper practice charge against the Village for a unilateral change in an established term or condition of employment.

14.2.2 Amendments: This Collective Bargaining Agreement shall be subject to amendment at any time by mutual consent of both parties hereto. Any such amendment agreed upon shall be reduced to writing, and signed by the parties hereto. A proposed amendment will not be acceptable without the consent of both parties.
14.3 Savings Clause

14.3.1 Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

14.3.2 Upon the issuance of such decision, the Village and the Association shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

14.4 Legislative Action

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

14.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on November 16, 2009.

VILLAGE OF WATKINS GLEN  POLICEMEN ASSOCIATION OF WATKINS GLEN

_____________________________  _______________________________
Judith H. Phillips            Steven M. Decker
Mayor                        Mayor

_____________________________  _______________________________
Gregory A. Coon              William H. Rice
Deputy Mayor                 Deputy Mayor

_____________________________  _______________________________
Michael A. Richardson        Michael J. Powers
Labor Relations Consultant   Labor Relations Consultant

Robert DuPay