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AGreement

between

Town of Rosendale

and

Town of Rosendale
Police Benevolent Association

January 1, 2004 through December 31, 2007
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ARTICLE 1 - CONDITIONS AND SCOPE OF AGREEMENT

The Town of Rosendale hereinafter known as the “Town”, consistent with its policy and the New York State Public Employees' Fair Employment Act in furthering a harmonious and cooperative relationship between its employees, administrators and the members of the Town Board, which will enhance the operational program of the Rosendale Police Department, with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, hereby agrees to recognize the Town of Rosendale Police Benevolent Association, hereinafter referred to as the “PBA”, as the sole and exclusive bargaining representative, pursuant to the New York State Public Employment Relations Board Case No. C-5299 dated August 18, 2003 as follows:

Included: All full-time and part-time employees of the Rosendale Police Department

Excluded: Chief of Police and Deputy Chief of Police.

ARTICLE 2 - PBA SECURITY

A) General:

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

B) Check-off of Dues and Agency Shop Fee:

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

2) Under this Section, all employees shall pay to the PBA an Agency Shop Fee in the amount equal to that paid by other employees in the bargaining unit for the purpose of representation and administration of this Agreement.

3) For new employees, the dues deductions or Agency Shop Fee payments shall commence no later than thirty-one (31) calendar days following the starting date of employment.

4) Maximum PBA Security - In the event that the current laws are modified or repealed so as to permit greater PBA security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with the changes.
5) PBA President and Designee - The Town recognizes the right of the PBA President and Designee to attend legislative session(s). The PBA shall notify the Town in writing of the names of the President and Designee no later than January 15th of each year, and as changes occur. Attendance at the legislative session(s) shall be predicated on affording the Town reasonable prior notice of the session(s).

6) The authority of the President and Designee of the PBA shall be limited to, and shall not exceed, the following duties and activities:

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

   b) the transmission of such message(s) and information which shall originate with, and are authorized by, the PBA President or its officers, provided such message(s) and information:

      1 - Have been reduced to writing, or

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

      3 - The PBA President and Designee shall not be subject to, or restricted by, Departmental Rules/Regulations while functioning in their official capacity.

   c) The Town recognizes these limitations upon the authority of the PBA President and Designee, and shall not hold the PBA liable for unauthorized acts.

   (d) The PBA President and Designee shall be entitled to participate in PBA functions according to the PBA by-laws and shall assist in PBA activities and grievances where requested to do so, in accordance with his/her usual and customary PBA duties (meetings, seminars, hearings, etc.).

   (e) The PBA President, Designee and their alternates shall be granted up to five (5) days total each year, to be divided among them by their agreement, for PBA-related business, and such time is not to be deducted from other benefit days as provided by the Agreement. Notice shall be given as far in advance as practicable to the Chief of Police or Designee of the day(s) to be taken, however, the notice shall be given no later than forty-eight (48) hours in advance.
ARTICLE 3 - MAINTENANCE OF STANDARDS

A) It is understood that any policy or procedure change affecting terms and conditions of employment of the bargaining unit may not be changed without the voluntary mutual consent of the PBA. The Rules and Regulations of the Rosendale Police Department, as they currently exist, will remain in effect until such time as the Town, upon recommendation of the Town of Rosendale Police Commissioners, amends or revises said Rules and Regulations or adopts new Rules and Regulations. (Any changes shall be submitted to the PBA President as they are made. A copy will be provided to the PBA President.

B) A PAST PRACTICE will be any practice or rule relating to a condition of employment, which is established by:
   - Its clarity, consistency
   - Longevity and repetition
   - Acceptability and mutuality

There will be no change in such condition without first having obtained agreement and consent of the PBA.

ARTICLE 4 - RETIREMENT

A) All police officers shall be covered by Section 384-d, with rider for Section 384-e, of the Retirement and Social Security Law or any subsequent amendment thereto under the New York State Police and Fire Retirement System.

B) The cost of the aforesaid retirement plan(s) shall be fully funded by the Town

C) All non-police officers shall be offered coverage by and pursuant to the New York State Employees Retirement System.

ARTICLE 5 - SENIORITY, LAYOFF, RECALL AND PROBATION

A) Seniority and Continuity:

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

   1) Seniority:
      Seniority is determined:
      a) by rank or
      b) by continuous service in rank
      c) by date of employment to rank or previous ranks
      d) by date of appointment to the Department
2) Civil Service Continuity, Lateral Transfers:
Employees transferred in from other police agencies, in accordance with Section 153 of the Town Law, shall be placed on Base Wage, Longevity schedule and benefit entitlement (i.e., vacation, etc.) for all service as a civil service police officer, including seniority.

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

All patrol shifts, coverage and vacancies shall be granted, assigned and filled on the basis of seniority as set forth herein. The Chief of Police or designee shall first (1st) offer the patrol shift, coverage or vacancy to full-time police officers in order of seniority, starting with the most senior police officer first (1st). If no full-time police officer accepts the assigned patrol shift, coverage or vacancy, then the Chief of Police or designee shall offer the same to part-time police officers in order of seniority, starting with the most senior part-time police first (1st).

B) Loss of Seniority and Employment:

Seniority shall be broken by:
   a) Lawful discharge
   b) Voluntary separation for more than one (1) year

C) Reduction in Force and Recall:

1) If it becomes necessary to reduce the working force, all employees will be reduced in accordance with the seniority section herein, and shall be given at least fifteen (15) working days prior notice thereof.

2) Any employees placed on a preferred eligibility list due to a reduction in force, shall receive first (1st) priority for part-time hours in the Police Department.

3) Prior to adopting any resolution to terminate the employment of any employee pursuant to this provision, the Town will give the PBA President and designee notice, in writing, that such resolution will be voted upon by the Town, and afford the PBA an opportunity to present its views with respect to such proposed determination in advance of such time that such proposal is to be voted on. The Town will consider and respond to the PBA's proposals.

4) When the force is again increased, all full-time employees are to be returned to work in the reverse order of the reduction in force.

5) In the event of a recall, each employee shall be given notice of a recall by telegram, registered or certified mail, sent to the address on file with the Town. Within three (3) calendar days after tender of delivery or attempted delivery, the employee must notify the Town by telegram, registered or certified mail of his/her intent to return to work, and must actually return to work within seven (7) calendar days after tender or attempted delivery of
such notice, unless it is mutually agreed to extend the period. If the employee fails to comply as set forth herein, he/she shall be declared a voluntary quit, and will lose all seniority rights of employment.

D) All new employees shall serve a probationary period of twelve (12) months.

ARTICLE 6 - INDEMNIFICATION AND FALSE ARREST

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

ARTICLE 7 - SICK LEAVE

A) Sick Leave:

1) Allocation of Sick Leave - Each full-time employee shall receive twelve (12) sick days per year. The term “year” shall be defined as calendar year, commencing January 1st.

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

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

4) Reporting Procedures - Any employee who cannot report to duty because of illness or disability shall immediately notify the Chief of Police or designee. If an employee cannot notify the Chief of Police or designee because of the serious nature of the illness or disability, a responsible person may make the notification on behalf of the employee.

5) Extension of Sick Leave Benefits - When an employee, because of illness or disability, remains out of work beyond his/her sick leave accumulation, the Town may grant additional sick leave with pay to the employee.

6) Request for Verification - A physician’s certification shall be required after the employee has been on sick leave for more than three (3) consecutive work days. The Chief of Police or designee may require a physician’s certification in other cases. The Chief of Police or designee will be responsible for supplying the Town Supervisor’s office with a copy of said certification for payroll record keeping purposes.
7) Records of Sick Leave Expenditure - It shall be the responsibility of the Chief of Police or
designee to keep an accurate record of all sick leave accumulation and use on the form
prescribed by the Town, so that a report of same can be furnished upon request to the employee.

8) Sick Leave/Worker’s Compensation - In a case in which an employee is entitled to
payments under the Worker’s Compensation Law and Town disability insurance, the law will be
applied in providing sick leave benefits to the employee.

B) Accumulation of Sick Leave:

1) Maximum Accumulation - Each full-time employee shall be entitled to accumulate and
maintain up to a maximum of seventy-five (75) sick leave days.

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

ARTICLE 8 - PERSONAL LEAVE

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

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

C) Request for Personal Leave - Requests for personal leave days shall be submitted in writing to
the Chief of Police or designee, with a minimum of one (1) day notice prior to the employee’s
absence, except in cases of emergency. In cases of emergency, requests maybe made to the
Chief of Police or designee, orally.

D) Minimum Increments - The smallest increment of personal leave that can be taken is in half
(1/2) days.

ARTICLE 9 - BEREAVEMENT/FAMILY LEAVE

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

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

B) All employees shall be entitled to one (1) day off the day of funeral only, for any other
family member as follows: aunt, uncle, nephew and niece.
ARTICLE 10 - HOLIDAY PAY

A) Allocation of Holiday Pay - Each full-time employee shall be paid for fourteen (14) designated holidays each year, whether worked or not, as follows:

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

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

C) Remittance of Holiday Pay - The holiday pay is to be remitted to the employee in a lump sum on the first (1st) payday following the holiday. If the employee works on the holiday(s), or any part thereof, the employee shall be paid at the rate of one and one-half times (1.5X) his/her hourly rate of pay, and shall receive additional compensatory time for the number of hours or part thereof worked on the holiday. If the employee does not work on the holiday, the employee shall receive compensatory time equal to eight (8) hours for each holiday not worked.

D) Part-time employees that work on a holiday, or any part thereof, shall be paid at the rate of one and one-half times (1.5X) his/her hourly rate of pay.

ARTICLE 11 - VACATION

A) Allocation of Vacation - Each full-time employee shall be entitled to vacation as follows:

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

B) Accumulation/Unused Vacation - All vacation shall be taken in the calendar year during which the employee becomes entitled thereto, and no part of the vacation shall be carried over from one (1) year to another, unless the efficient operation of the Police Department precludes the approval of the initial vacation requested by the employee. In that case, the unused vacation for that year, up to a maximum of ten (10) working days, shall be added to the vacation allotment to which the employee is entitled during the following year. Any additional unused vacation time shall be paid to the employee at the end of the calendar year in which it should have been taken.
C) Vacation Schedule - A vacation schedule will be posted by the Chief of Police or designee, and employees will have preference in selecting vacation based on seniority as defined by the Agreement. Vacation selection and approval are to be based on maintaining the efficient operation of the Police Department.

D) Process of Selection - If a full-time employee does not submit his/her vacation selection in a timely fashion as agreed upon, the selection will revert to the next person on the seniority list.

E) Change/Exchange of Vacation - Each full-time employee will be permitted to change or exchange vacation selections, providing the Police Department is adequately staffed with personnel. The change or exchange must be made in writing to the Chief of Police or designee.

ARTICLE 12 - OVERTIME

A) Overtime Rate - Full-time employees: All full-time employees shall be entitled to one and one-half times (1.5X) their hourly rate of pay or the equivalent in compensatory time for work performed in excess of eight (8) hours per day.

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

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

D) Overtime - All employees, except as indicated in this Article, shall be entitled to a minimum of four (4) hours of overtime for each time they must spend off-duty hours on related Town business, as designated by the Chief of Police or designee.

E) Assignment of Overtime - In the event all employees voluntarily refuse to work overtime, the Chief of Police or designee shall assign the overtime, starting with the least senior full-time employee when possible.

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

ARTICLE 13 - INJURY/ILLNESS ON THE JOB - SECTION 207-c - GENERAL MUNICIPAL LAW

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

B) Procedures - If the employee is injured or becomes ill (job-related), the employee must comply with the following procedures, pursuant to General Municipal Law Section 207-c:
1) Employees must file an incident report within twenty-four (24) hours, if possible, with their immediate supervisor, and the Chief of Police or designee, including the specific date of incident, time, location and information pertaining to same.

2) After being examined by his/her own physician (hospital, emergency room, etc.) regarding job-incurred injury/illness, the employee will submit a copy of the doctor's report as to the nature of the injury/illness, the status of same, and when he/she anticipates being able to return to work to the Chief of Police or designee, who will provide copies to the Town Supervisor and personnel office.

3) While the employee is out injured/ill, the Town shall not deduct any benefit time, e.g.; sick leave, vacation, personal leave, etc.; and shall pay the employee his/her weekly salary absent any accruals of benefit time, holidays, etc.

4) When the employee is permitted by his/her doctor to return to work, the employee shall submit in writing his/her physician's report, stating that the employee is fit to return to work. If in the future the employee becomes ill due to the former injury/illness, he/she shall not call in sick, but put the Chief of Police or designee on notice that the employee is out due to his/her past injury/illness (207-c), and the same procedure shall be instituted while the employee is out injured/ill.

5) If the Town disagrees with the employee's physician's medical findings, the Town may request the employee be examined, at no cost to the employee, by a physician designated by the Town.

6) If the Town's physician disagrees with the findings of the employee's physician, the Town may then take such action as set forth in General Municipal Law Section 207-c.

ARTICLE 14 - OUTSIDE EMPLOYMENT

Employees shall be entitled to accept outside employment provided the employment does not interfere in the performance of their duties with the Police Department, that the outside employment does not present any conflicts of interest in the work schedule or in terms of the nature of their work, and that Town identifying uniforms, badges and equipment are not to be utilized.

ARTICLE 15 - REIMBURSEMENT

The Town shall reimburse the employees for reasonable costs of replacement or repair of dentures, eyeglasses, hearing aids and similar bodily appliances not covered by Worker's Compensation and/or General Municipal Law 207-c, which are destroyed, damaged or lost as a result of activity when on duty status and acting within the scope of employment. The Town will also reimburse employees for reasonable cost of repair or replacement of uniforms, clothing or other personal property damaged or destroyed in the line of duty. Determination of the extent of repairs and/or replacement to be covered will be made by the Chief of Police or designee and approved by the Town Board and/or Supervisor.
ARTICLE 16 - EQUIPMENT

A) Defective Equipment

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

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

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

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

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

ARTICLE 17 - UNIFORMS AND EQUIPMENT

A) Uniforms and Equipment
The Town shall supply, at no cost to each full and part-time employee, all initial uniforms and equipment as applicable to the employee's job and as set forth below. The list of initial uniforms and equipment is as follows:
a) Full-time police officers: (uniform)
   1) One (1) pair footwear
   2) Four (4) summer weight short sleeve shirts
   3) Four (4) winter weight long sleeve shirts
   4) Four (4) pair of pants
   5) Two (2) ties and/or turtlenecks
   6) One (1) winter weight jacket with liner
   7) One (1) pair of winter uniform gloves
   8) One (1) regulation hat
   9) Two (2) badges & ID card
   10) One (1) bullet-proof vest

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

c) Full-time Clerk and Dispatcher: (uniform and equipment)
   1) One (1) pair of footwear (zipper boot)
   2) Four (4) summer weight short sleeve shirts (with the same patches as provided to police officers)
   3) Four (4) winter weight long sleeve shirts (with the same patches as provided to police officers)
   4) Four (4) pants
   5) Two (2) ties and/or turtlenecks (the turtleneck)
   6) Two (2) shields and one (1) identification card
   7) One (1) winter weight jacket with liner (with the same patches as provided to police officers)
   8) One (1) name tag

d) Part-time police officers: (uniform)
   1) Two (2) summer weight short sleeve shirts
   2) Two (2) winter weight long sleeve shirts
   3) Two (2) pair of pants
   4) One (1) tie and/or turtle neck
   5) One (1) winter weight jacket with liner
   6) One (1) regulation hat
   7) Two (2) badges & ID card
   8) One (1) bullet-proof vest
e) Part-time police officers: (equipment)
   All part-time police officers will be required to purchase their own equipment.

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

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

B) All employees who are provided with any uniforms and/or equipment at the expense of the Town and who do not complete three (3) consecutive calendar years of service with the Town, shall reimburse the Town for the expense of any uniforms and/or equipment not returned to the Town in a condition usable by another employee. The Town shall determine the useability of any such uniforms and/or equipment.

C) Change in Equipment/Uniform - In the event the Town decides to add, replace or change en-masse the uniforms or a piece of equipment the entire cost shall be borne by the Town.

D) Replacement Uniform Allowance - After the first two (2) years of employment, each employee shall receive a uniform allowance after his/her initial issue for the purchase of replacement uniforms, in the following amounts:

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<th></th>
<th>1/1/04</th>
<th>1/1/05</th>
<th>1/1/06</th>
<th>1/1/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

All uniform allowance payments shall be paid annually within thirty (30) calendar days of the employee’s anniversary date.

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

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

ARTICLE 18 - LIFE INSURANCE

A) Provision for Life Insurance - The Town shall provide, at no cost to employees a ten thousand dollar ($10,000.00) term life insurance and/or death benefit.
ARTICLE 19 - HEALTH INSURANCE

A) Provision for Health Insurance – The Town shall pay one hundred percent (100%) of the premium cost for individual or dependent coverage in the GHI Value 20 Plan. Effective November 1, 2006, the Town shall no longer be required to reimburse employees for physicians or prescription co-pays, or deductibles except as may be required under the GHI Value 20 Plan.

Effective November 1, 2006, the Town may elect to change the health insurance plan through an insurance company licensed to do business in the State of New York provided that the benefits shall remain at least substantially equivalent to the benefits as contained in the GHI Value 20 Plan. The Town shall provide the PBA President, at least ninety (90) calendar days written notice of the proposed change(s) prior to the effective date of any change. The notice shall provide each change in coverage and benefit under any proposed change in insurance plan or carrier in order for the PBA to determine whether or not the proposed changes to the coverage are at least substantially equivalent to the existing plan. In the event the PBA determines that the proposed changes in insurance plan and/or coverage is not at least substantially equivalent to the existing plan, the Town shall not be permitted to implement any change(s) until such time that the matter has been resolved through expedited binding arbitration. The parties agree to the arbitrators named below, with each to be contacted to determine who has the first available date to preside over the health insurance change arbitration hearing. The decision of the arbitrator shall be final and binding on the parties. All fees and expenses of the arbitrator shall be shared equally by the parties. The arbitrators are:

1. Dennis Campagna
   9120 Michael Douglas Drive
   Clarence Center, NY 14032
   (716) 741-7056

2. Jeffrey Selchick
   P.O. Box 11-280
   Albany, NY 12211
   (518) 465-4801

3. Louis Patack, Esq.
   P.O. Box 11537
   Albany, NY 12211
   (518) 463-6716

B) In the event that any employee is determined to have died in the line of duty, the Town shall provide, and shall pay the full cost of, the Town's health insurance coverage and benefits for the surviving spouse of the employee, and, in addition, shall pay the full cost of such coverage for each and every dependent child of the employee until such child reaches age 18, or age 23 if they are attending college.
C) Health Insurance Buy-out – Effective November 1, 2006 through November 30, 2006, and each November thereafter for each ensuing calendar year, the Town shall provide for optional buy-out health insurance coverage of an employee. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Town on the Request to Decline and Waive Health Insurance Coverage form, attached hereto and made a part of this Agreement as Appendix “A,” that he/she is electing to decline and waive the health insurance coverage provided by the Town, which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above, shall be compensated at twenty-five percent (25%) of the premium cost in effect, payable in equal installments in the first (1st) payroll following the end of each calendar quarter.

An employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Town, be required to provide written proof to the Town that he/she is covered by health insurance under a different plan. An employee who has elected to receive the buy-out fee is required to provide written notice to the Town on the Request to Resume Health Insurance Coverage form, attached hereto and made a part of this Agreement as Appendix “B,” that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the Town. The effective date of the employee’s re-establishment of health insurance coverage by the Town shall be at the earliest date as provided by the plan. The Town shall notify the plan upon notice by the employee of that employee’s decision to re-establish health insurance coverage through the Town.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The Town shall provide the forms to the employee that are attached hereto and made a part of this Agreement as Appendices “A” and “B.”

ARTICLE 20 - EDUCATIONAL REIMBURSEMENT

A) The Town agrees to pay the tuition and all other direct costs incurred by each employee taking a job-related course of instruction after receiving prior approval of the Town. Any course(s) available, shall be brought to the attention of each employee by posting on the Police Department bulletin board. Employees interested, shall register for such course(s), with the Chief of Police or designee. Prior to Town approval, approval by the Town’s Police Commission shall be required before the employee takes such course(s).

B) Each full-time employee who shall have successfully completed a training course in related work and who receives an instructor’s certificate shall be entitled to the sum of one hundred dollars ($100.00) additional annual compensation. Completion of more than one (1) such course shall not entitle the employee to more than one (1) payment. The employee receiving the compensation must perform active instruction in the field of training received and the training shall take place at least once a year.
C) Each full-time employee who possesses or receives an Associate’s degree shall be entitled to an additional two hundred dollars ($200.00) annual compensation.

D) Each full-time employee who possesses or receives a Bachelor’s degree shall be entitled to an additional three hundred dollars ($300.00) annual compensation.

E) Each full-time employee who possesses or receives a Master’s degree shall be entitled to an additional four hundred dollars ($400.00) annual compensation.

F) No employee shall be entitled to receive more than one (1) of the above referenced annual compensation amounts at any one (1) time.

ARTICLE 21 - BASE WAGE, LONGEVITY AND HOURLY RATE OF PAY

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

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

C) Full-time Base Wage and Part-time Hourly Rate Schedules:

1. Base Wage - Full-time Police Officer

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Service</th>
<th>1/1/04</th>
<th>1/1/05</th>
<th>12/1/05</th>
<th>1/1/06</th>
<th>11/1/06</th>
<th>1/1/07</th>
<th>10/1/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Starting w/o MPTC</td>
<td>$25,548*</td>
<td>$26,058</td>
<td>$26,580</td>
<td>$27,111</td>
<td>$27,653</td>
<td>$28,206</td>
<td>$28,771</td>
</tr>
<tr>
<td></td>
<td>$12.28/hr***</td>
<td>$12.53/hr</td>
<td>$12.78/hr</td>
<td>$13.03/hr</td>
<td>$13.30/hr</td>
<td>$13.56/hr</td>
<td>$13.83/hr</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Starting 2nd Year</td>
<td>$30,056</td>
<td>$30,653</td>
<td>$31,270</td>
<td>$31,895</td>
<td>$32,533</td>
<td>$33,184</td>
<td>$33,848</td>
</tr>
<tr>
<td></td>
<td>$14.45/hr</td>
<td>$14.74/hr</td>
<td>$15.03/hr</td>
<td>$15.33/hr</td>
<td>$15.64/hr</td>
<td>$15.95/hr</td>
<td>$16.27/hr</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Starting 3rd Year</td>
<td>$33,062</td>
<td>$33,723</td>
<td>$34,397</td>
<td>$35,085</td>
<td>$35,787</td>
<td>$36,503</td>
<td>$37,323</td>
</tr>
<tr>
<td></td>
<td>$15.90/hr</td>
<td>$16.22/hr</td>
<td>$16.54/hr</td>
<td>$16.87/hr</td>
<td>$17.21/hr</td>
<td>$17.55/hr</td>
<td>$17.90/hr</td>
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</tr>
<tr>
<td>4</td>
<td>Starting 4th Year</td>
<td>$34,054</td>
<td>$34,735</td>
<td>$35,430</td>
<td>$36,139</td>
<td>$36,862</td>
<td>$37,599</td>
<td>$38,351</td>
</tr>
<tr>
<td></td>
<td>$16.37/hr</td>
<td>$16.70/hr</td>
<td>$17.03/hr</td>
<td>$17.38/hr</td>
<td>$17.72/hr</td>
<td>$18.08/hr</td>
<td>$18.44/hr</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Starting 5th Year</td>
<td>$35,076</td>
<td>$35,778</td>
<td>$36,494</td>
<td>$37,224</td>
<td>$37,968</td>
<td>$38,727</td>
<td>$39,502</td>
</tr>
<tr>
<td></td>
<td>$16.86/hr</td>
<td>$17.20/hr</td>
<td>$17.55/hr</td>
<td>$17.90/hr</td>
<td>$18.25/hr</td>
<td>$18.62/hr</td>
<td>$18.99/hr</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Starting 6th Year</td>
<td>$36,128</td>
<td>$36,851</td>
<td>$37,588</td>
<td>$38,340</td>
<td>$39,107</td>
<td>$39,889</td>
<td>$40,687</td>
</tr>
<tr>
<td></td>
<td>$17.37/hr</td>
<td>$17.72/hr</td>
<td>$18.07/hr</td>
<td>$18.43/hr</td>
<td>$18.80/hr</td>
<td>$19.18/hr</td>
<td>$19.56/hr</td>
<td></td>
</tr>
</tbody>
</table>

* A full-time employee without Municipal Police Training Council (MPTC) certification shall be paid 85% of the Step 1 Base Wage for their first (1st) 26 weeks of employment. Upon graduation, that employee shall move and be paid the Step 1 Base Wage.
** The Base Wage is informational purposes only.

*** The hourly rate is derived by dividing the Base Wage by 2080 hours and is the exact amount to be paid times 40 hours per week.

The Sergeant(s) shall be paid a differential over and above his/her Step hourly rate of pay as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Hourly Rate</th>
<th>Hourly Rate</th>
<th>Hourly Rate</th>
<th>Hourly Rate</th>
<th>Hourly Rate</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/04</td>
<td>+$1.50/hr</td>
<td>+$1.50/hr</td>
<td>+$1.50/hr</td>
<td>+$1.75/hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/05</td>
<td>+$1.50/hr</td>
<td>+$1.50/hr</td>
<td>+$1.50/hr</td>
<td>+$1.75/hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/06</td>
<td>+$1.50/hr</td>
<td>+$1.50/hr</td>
<td>+$1.50/hr</td>
<td>+$1.75/hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/07</td>
<td>+$1.50/hr</td>
<td>+$1.50/hr</td>
<td>+$1.50/hr</td>
<td>+$1.75/hr</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **Base Wage – Full-time Clerk and Dispatcher**

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Service</th>
<th>1/04</th>
<th>1/05</th>
<th>7/05</th>
<th>1/06</th>
<th>7/06</th>
<th>1/07</th>
<th>7/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Starting</td>
<td>$24,960*</td>
<td>$25,459</td>
<td>$25,958</td>
<td>$26,487</td>
<td>$27,017</td>
<td>$27,557</td>
<td>$28,108</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$12.00/hr**</td>
<td>$12.24/hr</td>
<td>$12.49/hr</td>
<td>$12.73/hr</td>
<td>$12.99/hr</td>
<td>$13.25/hr</td>
<td>$13.51/hr</td>
</tr>
<tr>
<td>2</td>
<td>Starting 2nd Year</td>
<td>$26,832</td>
<td>$27,369</td>
<td>$27,916</td>
<td>$28,474</td>
<td>$29,043</td>
<td>$29,624</td>
<td>$30,217</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$12.90/hr</td>
<td>$13.16/hr</td>
<td>$13.42/hr</td>
<td>$13.69/hr</td>
<td>$13.96/hr</td>
<td>$14.24/hr</td>
<td>$14.53/hr</td>
</tr>
<tr>
<td>3</td>
<td>Starting 3rd Year</td>
<td>$27,637</td>
<td>$28,190</td>
<td>$28,754</td>
<td>$29,329</td>
<td>$29,916</td>
<td>$30,514</td>
<td>$31,124</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$13.29/hr</td>
<td>$13.55/hr</td>
<td>$13.82/hr</td>
<td>$14.10/hr</td>
<td>$14.38/hr</td>
<td>$14.67/hr</td>
<td>$14.96/hr</td>
</tr>
<tr>
<td>4</td>
<td>Starting 4th Year</td>
<td>$28,466</td>
<td>$29,035</td>
<td>$29,616</td>
<td>$30,208</td>
<td>$30,812</td>
<td>$31,428</td>
<td>$32,057</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$13.69/hr</td>
<td>$13.96/hr</td>
<td>$14.24/hr</td>
<td>$14.52/hr</td>
<td>$14.81/hr</td>
<td>$15.11/hr</td>
<td>$15.41/hr</td>
</tr>
<tr>
<td>5</td>
<td>Starting 5th Year</td>
<td>$29,320</td>
<td>$29,906</td>
<td>$30,504</td>
<td>$31,114</td>
<td>$31,736</td>
<td>$32,371</td>
<td>$33,018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$14.10/hr</td>
<td>$14.38/hr</td>
<td>$14.67/hr</td>
<td>$14.96/hr</td>
<td>$15.26/hr</td>
<td>$15.56/hr</td>
<td>$15.87/hr</td>
</tr>
<tr>
<td>6</td>
<td>Starting 6th Year</td>
<td>$30,639</td>
<td>$31,252</td>
<td>$31,877</td>
<td>$32,515</td>
<td>$33,165</td>
<td>$33,828</td>
<td>$34,505</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$14.73/hr</td>
<td>$15.03/hr</td>
<td>$15.33/hr</td>
<td>$15.63/hr</td>
<td>$15.95/hr</td>
<td>$16.26/hr</td>
<td>$16.59/hr</td>
</tr>
</tbody>
</table>

* The Base Wage is for informational purposes only.

** The hourly rate is derived by dividing the Base Wage by 2080 hours and is the exact amount to be paid times 40 hours per week.

Upon certification in NYSPIN, and for secretarial and record skills, the Clerk and Dispatcher shall be paid over and above and included his/her Step hourly rate of pay as set forth above, the additional amount of:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Year</th>
<th>Amount</th>
<th>Year</th>
<th>Amount</th>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/04</td>
<td>+$.50/hr</td>
<td>1/05</td>
<td>+$.50/hr</td>
<td>1/06</td>
<td>+$.50/hr</td>
<td>1/07</td>
<td>+$.50/hr</td>
</tr>
</tbody>
</table>

3. **Part-time Employee’s Hourly Rate**

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Service</th>
<th>1/1/04</th>
<th>1/1/05</th>
<th>1/1/06</th>
<th>1/1/07</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Starting w/o MPTC</td>
<td>Effective November 1, 2006, paid federal or state minimum hourly wage (whichever is higher) for attendance, required notebook, travel time and in-service training required by Academy (e.g., 40 hour ride along).</td>
<td>$14.50/hr</td>
<td>$14.65/hr</td>
<td>$14.85/hr</td>
</tr>
<tr>
<td>1</td>
<td>Starting w/MPTC</td>
<td>$14.75/hr</td>
<td>$15.10/hr</td>
<td>$15.50/hr</td>
<td>$16.10/hr</td>
</tr>
<tr>
<td>2</td>
<td>Starting 2nd Year</td>
<td>$14.75/hr</td>
<td>$15.10/hr</td>
<td>$15.50/hr</td>
<td>$16.10/hr</td>
</tr>
<tr>
<td>3</td>
<td>Starting 3rd Year</td>
<td>$15.10/hr</td>
<td>$15.70/hr</td>
<td>$16.30/hr</td>
<td>$16.90/hr</td>
</tr>
<tr>
<td>4</td>
<td>Starting 4th Year and Above</td>
<td>$15.50/hr</td>
<td>$16.10/hr</td>
<td>$16.70/hr</td>
<td>$17.30/hr</td>
</tr>
</tbody>
</table>

A part-time employee designated as a Detective/Investigator shall be paid a differential over and above his/her Step hourly rate of pay as follows:

<table>
<thead>
<tr>
<th>1/1/04</th>
<th>1/1/05</th>
<th>1/1/06</th>
<th>1/1/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>+$1.00/hr</td>
<td>+$1.00/hr</td>
<td>+$1.00/hr</td>
<td>+$1.15/hr</td>
</tr>
</tbody>
</table>

D. **Longevity:**

**Full-time employees** – Each full-time employee shall be paid longevity starting his/her third (3rd) year of employment, and each year thereafter, as set forth below. All longevity payments shall be paid annually within thirty (30) calendar days of the employee’s anniversary date, and shall be pro-rated for those employees who separate service with the Town prior to his/her anniversary date. Longevity shall be calculated starting with the date of hire within the Police Department. The Longevity amounts are as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>1/1/04</th>
<th>1/1/05</th>
<th>1/1/06</th>
<th>1/1/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting 3rd Year</td>
<td>$ 330.00</td>
<td>$ 330.00</td>
<td>$ 330.00</td>
<td>$ 330.00</td>
</tr>
<tr>
<td>Starting 4th Year</td>
<td>$ 440.00</td>
<td>$ 440.00</td>
<td>$ 440.00</td>
<td>$ 440.00</td>
</tr>
<tr>
<td>Starting 5th Year</td>
<td>$ 550.00</td>
<td>$ 550.00</td>
<td>$ 550.00</td>
<td>$ 550.00</td>
</tr>
<tr>
<td>Starting 6th Year</td>
<td>$ 660.00</td>
<td>$ 660.00</td>
<td>$ 660.00</td>
<td>$ 660.00</td>
</tr>
<tr>
<td>Starting 7th Year</td>
<td>$ 770.00</td>
<td>$ 770.00</td>
<td>$ 770.00</td>
<td>$ 770.00</td>
</tr>
<tr>
<td>Starting 8th Year</td>
<td>$ 880.00</td>
<td>$ 880.00</td>
<td>$ 880.00</td>
<td>$ 880.00</td>
</tr>
<tr>
<td>Starting 9th Year</td>
<td>$ 990.00</td>
<td>$ 990.00</td>
<td>$ 990.00</td>
<td>$ 990.00</td>
</tr>
<tr>
<td>Starting 10th Year and Above</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Starting 11th Year</td>
<td>$1,210.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Starting 12th Year and Above</td>
<td>$1,320.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part-time employees** – Each part-time employee shall be paid longevity starting his/her third (3rd) year of employment as set forth below. All longevity payments shall be paid annually within thirty (30) calendar days of the employees anniversary date, and shall be pro-rated for those employees who separate service with the Town prior to his/her anniversary date. Longevity shall be calculated starting with the date of hire within the Police Department. The Longevity amounts are as follows:
Years of Service 1/1/04 1/1/05 1/1/06 1/1/07
Starting 3rd Year $330.00 $330.00 $330.00 $330.00
Starting 4th Year $440.00 $440.00 $440.00 $440.00
Starting 5th Year and Above $550.00 $550.00 $550.00 $550.00

ARTICLE 22 - GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as a claim by any employee or group of employees or the PBA, that the Agreement or any existing term or condition of employment has been allegedly violated, misinterpreted or misapplied.

Basic Principles:

A) It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

B) All employees shall have the right to present grievances in accordance with this procedure, free of coercion, interference, restraint, discrimination or reprisal.

C) All employees shall have the right to be represented at any stage of this procedure by the PBA representative, or legal counsel.

D) Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.

1) The Town and the PBA and/or its representative(s) agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

2) All documents, communications and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.

3) Time Extensions - The time limits specified for either party may be extended only by written mutual agreement.

E) It shall be the responsibility of the Town to take steps as may be necessary to give force and effect to this procedure. Each official as designated in the procedure shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these proceedings.

F) The function of these procedures is to assure equitable and proper treatment under the existing Agreement, Rules, Regulations and policies which relate to or affect the employee in the performance of his/her assignment. They are not designated to be used for changing such rules or establishing new ones.
Procedure:

All employees who have a grievance shall follow the procedure as set forth below:

Time Limits:

A grievance must be submitted at the first (1st) stage of the grievance procedure within thirty (30) calendar days of the time the grievant, and/or PBA President knew of the act or condition upon which the grievance is based.

Stages:

1. Informal Stage: Any employee, and/or the PBA, having a grievance that cannot be resolved through informal discussions with a supervisor shall orally present the grievance to the Chief of Police, who shall render his/her written decision to the aggrieved employee and PBA President within five (5) calendar days of the oral presentation.

2. Formal Stage 1: Within seven (7) calendar days after receipt of the written decision has been rendered by the Chief of Police, the aggrieved employee and/or PBA may appeal the decision to the Town’s Police Commission. The appeal shall be in writing. Within fourteen (14) calendar days after receipt of the appeal, the Town Police Commission shall hold a hearing with the aggrieved employee, PBA representative and the Chief of Police. Within seven (7) calendar days after the hearing, the Town’s Police Commission shall render a decision in writing to the aggrieved employee, the PBA representative and Chief of Police.

3. Formal Stage 2: Within seven (7) calendar days after receipt of the written decision of the Chief of Police, the aggrieved employee or PBA may appeal the decision to the Town’s Police Commission. The Town Board shall render a decision, in writing, to the aggrieved employee, PBA President and Chief of Police within fifteen (15) calendar days after receipt of the appeal.

4. Arbitration: Within ten (10) calendar days after receipt of the written decision by the Town Board, the PBA may appeal the decision regarding wages, hours, working conditions, or other matters in connection with the interpretation or enforcement of this Agreement, or of the Rules and Regulations of the Police Department by filing a Demand for Arbitration with the Director of Conciliation of the New York State Public Employment Relations Board (PERB) pursuant to its Rules. A copy of the Demand for Arbitration shall be provided to the Town Supervisor with the filing with PERB.

The Town and the PBA shall share equally in the payment of fees and expenses of the arbitrator. Each party shall be responsible for all fees and expenses it incurs in preparation of its own case. Each party to the grievance agrees to make themselves and all written documents pertaining to the grievance available to the arbitrator. The decision rendered by the arbitrator shall be final and binding on each party. With regard to this Agreement or to the Rules and Regulations of the Department, the arbitrator may only interpret the specific clause(s). The Arbitrator shall have no authority to add to, subtract from, alter, modify or change the terms of 2004-2007 Final Agr - 8/3/2007
this Agreement or of the Rules and Regulations of the Department.

ARTICLE 23 - MISCELLANEOUS

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

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

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

D) Copies of this Agreement shall be printed and provided to all employees, at no cost.

E) No police officers will be allowed on patrol duties unless the police officer is currently attending, or has completed the required Basic Municipal Police Training Council Academy (BMPTCA).

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

ARTICLE 24 - PART-TIME EMPLOYEE BENEFITS

All part-time employees shall be credited with eight (8) hours of benefit time for each sixty (60) hours of work completed. This benefit time is to be used for sick leave, vacation, etc.

ARTICLE 25 - COMPENSATORY TIME

All full time employees shall be entitled to accumulate up to one-hundred (100) hours of compensatory time. Accrued compensatory time may only be utilized for time-off purposes. Compensatory time may be carried over to subsequent years. Upon separation of the employee from the Town, it agrees to pay up to eighty (80) hours of accrued compensatory time at the employee's rate of pay at the time of separation.

ARTICLE 26 - SPECIAL STIPENDS

Any employee who receives certification as a FIRST RESPONDER shall receive an additional fifty ($.50) cents an hour to his/her hourly rate of pay. Any employee who receives certification as an EMT (emergency medical technician) shall receive an additional one ($1.00) dollar an hour to his/her hourly rate of pay. Any employee who receives certification as a PARAMEDIC shall
receive an additional one dollar and fifty cents ($1.50) an hour to his/her hourly rate of pay. These additional amounts are not cumulative (i.e., a PARAMEDIC receives only $1.50 per hour additional and not the added to the EMT or FIRST RESPONDER amounts).

ARTICLE 27 - PRECEDENCE OF COLLECTIVE BARGAINING AGREEMENT

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

ARTICLE 28 - LABOR/MANAGEMENT COMMITTEE

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

B) The Committee shall consist of three (3) members designated by management, and three (3) members designated by the PBA. The Committee shall meet at times and dates that are mutually convenient for the members of the Committee. An agenda of items to be discussed at the meeting must be presented in writing one (1) week prior to the meeting for each side to review and be prepared to discuss.

ARTICLE 29 - RESIDENCY

All current full and part-time employees listed below, and are employed as of November 1, 2006, shall not be subject to the residency requirements as set forth in the Police Department’s Rules and Regulations. Effective November 1, 2006, any new hire, full or part-time, shall be subject to the residency requirements as set forth in the Police Department’s Rules and Regulations. The employees who shall not be subject to the residency requirements as set forth in the Police Department’s Rules and Regulations are:

1. Garry Ashdown
2. Kristofer W. Barnhart
3. Edwin A. Brewster
4. Marc Deslandes
5. Andrew J. Buboltz
6. Robert D. Fischer
7. Garry J. Rhodes
8. John Solian
9. Matthew T. Terpening
10. Joseph M. Trapanese
11. Lynn Waddell
All current full-time or part-time employees listed above who separates on or after November 1, 2006, and is rehired, shall be subject to the residency requirements as set forth in the Police Department’s Rules and Regulations.

ARTICLE 30 - DURATION

The provisions of this Agreement shall be effective as of January 1, 2004 and shall remain in effect until December 31, 2007. All terms and conditions of employment shall remain in effect after the expiration of this Agreement until a successor Agreement has been negotiated.

TOWN OF ROSENDALE

[Signature]

Robert Gallagher, Supervisor

8/28/07

Date

TOWN OF ROSENDALE POLICE BENEVOLENT ASSOCIATION

[Signature]

Lynn Waddell, President

8/28/07

Date
MEMORANDUM OF AGREEMENT

MAR 1, 2011

This Memorandum of Agreement is entered into by and between the negotiating teams for Town of Rosendale (hereinafter "Employer") and the Town of Rosendale Police Benevolent Association (hereinafter "PBA"), referred to collectively as the parties.

WHEREAS, the Employer and the PBA are parties to a collective bargaining agreement which has an expiration date of December 31, 2003; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of January 1, 2004 through December 31, 2007 and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement; and

WHEREAS, upon execution of this Memorandum of Agreement by the negotiating committees of both the Employer and PBA, the parties agree to comply with the following:

1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the PBA and Employer as set forth herein.

2. All terms and conditions of the collective bargaining agreement, which has an expiration date of December 31, 2003 shall remain in full force and effect except as agreed to be modified herein.

3. The PBA shall hold a ratification vote no later than October 27, 2006.

4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this Memorandum of Agreement, the Employer shall be notified of its successful passage or failure.

5. In the event that the majority of members in attendance at the PBA ratification vote to support this Memorandum of Agreement, the Employer shall then place this matter on the agenda for its next regularly scheduled Town Board meeting, to be held no later than November 1, 2006, at which a ratification vote of this Memorandum of Agreement shall be conducted.

6. After ratification by the PBA and Employer, all terms and conditions shall become effective immediately, except those that may have an implementation date(s) that occurs at a specific period within the contract period. All terms and conditions that have no specific implementation date shall become effective on the first (1st) day of the contract.
7. The PBA shall prepare a draft contract for signing between the parties no later than 45 calendar days after the successful ratification vote of the Employer.

8. The Employer agrees that any and all retroactive money due and owing, if any, shall be paid no later than 2 full pay period(s) after the ratification vote of the Employer to all unit members who were employed during the expired contract period. The Employer shall provide a worksheet to any unit member receiving retroactive money setting forth how the calculation(s) was made and what it represents.

9. The parties agree that upon ratification of the Town Board after ratification by the PBA, this Memorandum of Agreement shall have the full force and effect of the collective bargaining agreement between the parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and the Town Board, the parties agree that a successor collective bargaining agreement to the one that has an expiration date of December 31, 2009 shall reflect the following terms as attached to this Memorandum of Agreement.

FOR THE EMPLOYER

ROBERT GALLAGHER Date
Supervisor

FOR THE PBA

LYNN WADDELL Date
President

Request for 2004-2007 MOA - 10-16-06
Initial and Date 10/26/06
Initial and Date 10/26/06
1. **HOUSEKEEPING**
   - Change all articles from Roman to numeric.
   - Delete all references to United Federation of Police Officer's, Inc.
   - Make grammatical changes.
   - Insert "employee" where "bargaining unit member" appears.

2. **ARTICLE 1 - CONDITIONS AND SCOPE OF AGREEMENT:** (p. 3)

   Amend to read as follows:

   The Town of Rosendale Town Board, hereinafter known as the "Employer," consistent with its policy and the New York State Public Employees’ Fair Employment Act in furthering a harmonious and cooperative relationship between its employees, administrators and the members of the Town Board, which will enhance the operational program of the Rosendale Police Department, with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, hereby agrees to recognize the Town of Rosendale Police Benevolent Association, hereinafter referred to as the "PBA," as the sole and exclusive bargaining representative, pursuant to the New York State Public Employment Relations Board Case No. C-5299 dated August 18, 2003 as follows:

   Included: All full-time and part-time employees of the Rosendale Police Department.

   Excluded: Chief of Police and Deputy Chief of Police

3. **ARTICLE 7 - SICK LEAVE:** (pp. 7-8)

   B. **Accumulation of Sick Leave** – Amend to read as follows:

   1. **Maximum Accumulation** – Each full-time employee shall be entitled to accumulate and maintain up to a maximum of seventy-five (75) sick leave days.

4. **ARTICLE 17 - UNIFORMS/UNIFORM EQUIPMENT:** (pp. 12-14)

   - Change article heading to: **UNIFORMS AND EQUIPMENT**
   - Amend to read as follows:

   D. **Replacement Uniform Allotment** – After the first two (2) years of employment, each employee shall receive a uniform allowance after
his/her initial issue for the purchase of replacement uniforms, in the following amounts:

<table>
<thead>
<tr>
<th></th>
<th>(N/C)*</th>
<th>(N/C)</th>
<th>(N/C)</th>
<th>(+$50.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/04 Full-time</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$300.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>1/1/05 Part-time</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>1/1/06</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All uniform allowance payments shall be paid annually within thirty (30) calendar days of the employee's anniversary date.

*No Change.

5. **ARTICLE 19 - HEALTH INSURANCE:** (pp. 14-15)

   Amend to read as follows:

   A. **Provision for Health Insurance** – The Employer shall pay one hundred percent (100%) of the premium cost for individual or dependent coverage in the GHI Value 20 Plan. Effective (insert the date of the Employer's ratification vote of this Memorandum of Agreement here), the Employer shall no longer be required to reimburse employees for physicians or prescription co-pays, or deductibles except as may be required under the GHI Value 20 Plan.

   Effective (insert the date of the Employer's ratification vote of this Memorandum of Agreement here), the Employer may elect to change the health insurance plan through an insurance company licensed to do business in the State of New York provided that the benefits shall remain at least substantially equivalent to the benefits as contained in the GHI Value 20 Plan. The Employer shall provide the PBA President, at least ninety (90) calendar days, written notice of the proposed change(s) prior to the effective date of any change. Such notice shall provide each change in coverage and benefit under any proposed change in insurance plan or carrier in order for the PBA to determine whether or not the proposed changes to the coverage are at least substantially equivalent to the existing plan. In the event the PBA determines that the proposed changes in insurance plan and/or coverage is not at least substantially equivalent to the existing plan, the Employer shall not be permitted to implement any change(s) until such time that the matter has been resolved through expedited binding arbitration. The parties agree to the arbitrators named below, with the first available date to preside over the health insurance change arbitration hearing.
decision of the arbitrator shall be final and binding on the parties. All fees and expenses of the arbitrator shall be shared equally by the parties. The hearing shall have a transcribed record, which shall be the official record of the hearing, which cost shall be shared equally by the parties. The arbitrators are:

1. Dennis Campagna  
   9120 Michael Douglas Drive  
   Clarence Center, NY 14032  
   (716) 741-7056

2. Jeffrey Selchick  
   P.O. Box 11-280  
   Albany, NY 12211  
   (518) 465-4801

3. Louis Patack, Esq.  
   P.O. Box 11537  
   Albany, NY 12211  
   (518) 463-6716

**NEW:**

Health Insurance Buy-out - Effective November 1, 2006 through November 30, 2006, and each November thereafter for each ensuing calendar year, the Employer shall provide for optional buy-out health insurance coverage of an employee. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Employer on the Request to Decline and Waive Health Insurance Coverage form, attached hereto and made a part as Appendix “______” that he/she is electing to decline and waive the health insurance coverage provided by the Employer, which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above, shall be compensated at twenty-five percent (25%) of the premium cost in effect, payable in equal installments in the first (1st) payroll following the end of each calendar quarter.

An employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Employer, be required to provide written proof to the Employer that he/she is covered by health insurance under a different plan. An employee who has elected to receive the buy-out fee is
required to provide written notice to the Employer on the Request to Resume Health Insurance Coverage form, attached hereto and made a part as Appendix "__" that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the Employer. The effective date of the employee's re-establishment of health insurance coverage by the Employer shall be at the earliest possible date as provided by the plan. The Employer shall notify the plan upon notice by the employee of that employee's decision to re-establish health insurance coverage through the Employer.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The Employer shall provide the forms to the employee that are attached hereto and made a part as Appendix "__" of this Agreement.

C. Delete in its entirety.

D. Delete in its entirety.

6. **ARTICLE 21 – SALARY/LONGEVITY**: (pp. 15-17)

Change article heading to: **BASE WAGE, LONGEVITY AND HOURLY RATE OF PAY**.

C. **Salary Schedule for Bargaining Unit Members** – Amend heading to **FULL-TIME BASE WAGE and PART-TIME HOURLY RATE SCHEDULES**.

1. **Base Wage – Full-time Police Officer**
A full-time employee without Municipal Police Training Council (MPTC) certification shall be paid 85% of the Step 1 Base Wage for their first (1st) 26 weeks of employment. Upon graduation, that employee shall move and be paid the Step 1 Base Wage.

** The Base Wage is informational purposes only.

*** The hourly rate is derived by dividing the Base Wage by 2080 hours and is the exact amount to be paid times 40 hours per week.

The Sergeant(s) shall be paid a differential over and above his/her Step hourly rate of pay as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Adj. 2%</th>
<th>Adj. 2%</th>
<th>Adj. 2%</th>
<th>Adj. 2%</th>
<th>Adj. 2%</th>
<th>Adj. 2%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/04</td>
<td>$24,960</td>
<td>$25,549</td>
<td>$26,128</td>
<td>$26,717</td>
<td>$27,306</td>
<td>$27,904</td>
</tr>
<tr>
<td>1/1/05</td>
<td>$25,576</td>
<td>$26,175</td>
<td>$26,774</td>
<td>$27,373</td>
<td>$27,972</td>
<td>$28,571</td>
</tr>
<tr>
<td>1/1/06</td>
<td>$26,182</td>
<td>$26,781</td>
<td>$27,380</td>
<td>$27,979</td>
<td>$28,578</td>
<td>$29,177</td>
</tr>
<tr>
<td>1/1/07</td>
<td>$26,788</td>
<td>$27,387</td>
<td>$27,986</td>
<td>$28,585</td>
<td>$29,184</td>
<td>$29,783</td>
</tr>
</tbody>
</table>

*No Change

** The Base Wage is for informational purposes only.

*** The hourly rate is derived by dividing the Base Wage by 2080 hours and is the exact amount to be paid times 40 hours per week.
Upon certification in NYSPIN, and for secretarial and record skills, the clerk and dispatcher shall be paid over and above and included his/her Step hourly rate of pay as set forth above, the additional amount of:

\[
\begin{array}{cccc}
(N/C)^* & (N/C) & (N/C) & (N/C) \\
1/1/04 & 1/1/05 & 1/1/06 & 1/1/07 \\
+\$0.50/hr & +\$0.50/hr & +\$0.50/hr & +\$0.50/hr \\
\end{array}
\]

*No Change

3. **Part-time Police Officer's Hourly Rate**

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Service</th>
<th>1/1/04</th>
<th>1/1/05</th>
<th>1/1/06</th>
<th>1/1/07</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Starting w/out MPTC Certification</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Starting w/MPTC</td>
<td>$14.50/hr</td>
<td>$14.65/hr</td>
<td>$14.85/hr</td>
<td>$15.40/hr</td>
</tr>
<tr>
<td>2</td>
<td>Starting 2nd Year</td>
<td>$14.75/hr</td>
<td>$15.35/hr</td>
<td>$15.95/hr</td>
<td>$16.55/hr</td>
</tr>
<tr>
<td>3</td>
<td>Starting 3rd Year</td>
<td>$15.10/hr</td>
<td>$15.70/hr</td>
<td>$16.30/hr</td>
<td>$16.90/hr</td>
</tr>
<tr>
<td>4</td>
<td>Starting 4th Year and Above</td>
<td>$15.50/hr</td>
<td>$16.10/hr</td>
<td>$16.70/hr</td>
<td>$17.30/hr</td>
</tr>
</tbody>
</table>

A part-time employee designated as a Detective/Investigator shall be paid a differential over and above his/her Step hourly rate of pay as follows:

\[
\begin{array}{cccc}
(N/C)^* & (N/C) & (N/C) & (+$1.15/hr) \\
1/1/04 & 1/1/05 & 1/1/06 & 1/1/07 \\
+\$1.00/hr & +\$1.00/hr & +\$1.00/hr & +\$1.15/hr \\
\end{array}
\]

*No Change.

D. **Longevity** - Amend to read as follows:

- **Full-time employees** - Each full-time employee shall be paid longevity starting his/her third (3rd) year of employment, and each year thereafter, as set forth below. All longevity payments shall be paid annually within thirty (30) calendar days of the employee's anniversary date, and shall be pro-rated for those employees who separate service with the Employer prior to his/her anniversary date. Longevity shall be calculated starting with the date of hire within the police department.
**Years of Service** | **(N/C)*** | **(N/C)** | **(N/C)** | **(N/C)**
--- | --- | --- | --- | ---
Starting 3rd Year | $330.00 | $330.00 | $330.00 | $330.00
Starting 4th Year | $440.00 | $440.00 | $440.00 | $440.00
Starting 5th Year | $550.00 | $550.00 | $550.00 | $550.00
Starting 6th Year | $660.00 | $660.00 | $660.00 | $660.00
Starting 7th Year | $770.00 | $770.00 | $770.00 | $770.00
Starting 8th Year | $880.00 | $880.00 | $880.00 | $880.00
Starting 9th Year | $990.00 | $990.00 | $990.00 | $990.00
Starting 10th Year and Above | $1,100.00 | $1,100.00 | $1,100.00 | $1,100.00
Starting 11th Year | $1,210.00 | $1,210.00 | $1,210.00 | $1,210.00
Starting 12th Year and Above | $1,320.00 | $1,320.00 | $1,320.00 | $1,320.00

*No Change.

Part-time employees - Each part-time employee shall be paid longevity starting his/her third (3rd) year of employment as set forth below. All longevity payments shall be paid annually within thirty (30) calendar days of the employees' anniversary date, and shall be prorated for those employees who separate service with the Employer prior to his/her anniversary date. Longevity shall be calculated starting with the date of hire within the police department.

**Years of Service** | **(N/C)*** | **(N/C)** | **(N/C)** | **(N/C)**
--- | --- | --- | --- | ---
Starting 3rd Year | $330.00 | $330.00 | $330.00 | $330.00
Starting 4th Year | $440.00 | $440.00 | $440.00 | $440.00
Starting 5th Year and Above | $550.00 | $550.00 | $550.00 | $550.00

*No Change.

7. **ARTICLE 29 – DURATION CLAUSE:** (p. 20)

- Change article heading to: DURATION.

  (NOTE: Article number is incorrect in the Agreement.)

- Insert “2004” and “2007” where “2002” and “2003” appear respectively.

- In addition to the foregoing changes to the expired collective bargaining agreement, the Employer and PBA agree to the following:
1. **Part-time Seniority Grievance** (PERB Case No.: A2004-396)

   A. E. Brewster - shall be credited and paid, as if he worked, to the Police and Retirement System for six (6) tours of duty (48 hours). Brewster shall be paid for the 48 hours at $16.70/hr for a gross total of $801.60. In addition, Brewster shall be credited with four (4) hours of benefit time. The payment and crediting of benefit time shall be made in accordance with this Memorandum of Agreement. The payment set forth herein shall be subject to applicable payroll deductions.

   B. G. Rhoades - shall be credited and paid, as if he worked, to the Police and Retirement System for twenty-eight (28) tours of duty (224 hours). Rhoades shall be paid for the 224 hours at $16.70/hr for a gross total of $3,740.80. In addition, Rhoades shall be credited with twenty-four (24) hours of benefit time. The payment and crediting of benefit time shall be made in accordance with this Memorandum of Agreement. The payment set forth herein shall be subject to applicable payroll deductions.

   C. M. Deslandes - shall be credited and paid, as if he worked, to the Police and Retirement System for fifty (50) tours of duty (400 hours). Deslandes shall be paid for the 400 hours at $16.70/hr for a gross total of $6,680.00. In addition, Deslandes shall be credited with forty (40) hours of benefit time. The payment and crediting of benefit time shall be made in accordance with this Memorandum of Agreement. The payment set forth herein shall be subject to applicable payroll deductions.

   Upon the successful ratification vote by the parties of this Memorandum of Agreement, crediting of the benefit time, crediting of the time with the Police and Fire Retirement System and payment of the agreed upon amounts set forth herein, the PBA shall withdraw the above grievance, with prejudice.

2. **Residency** - All current full and part-time employees listed below, and are employed as of (insert the date of the Employer's ratification vote of this Memorandum of Agreement here), shall not be subject to the residency requirements as set forth in the police department's rules and regulations. Effective (insert the date of the Employer's ratification vote of this Memorandum of Agreement here), any new hire, full or part-time, shall be subject to the residency requirements as set forth in the police department's Rules and Regulations. Notwithstanding the foregoing, Marc Deslandes shall be offered a part-time police officer position by the Employer through the Chief of Police the following business day after the successful ratification vote of this Memorandum of Agreement by the Employer. In the event Deslandes accepts the position, he
shall not be subject to the residency requirements set forth in the rules and regulations, and his seniority shall be reinstated as if he was continuously working since his last date on the payroll. There shall be no other compensation or benefit time due or payable to Deslandes for the period prior to his reinstatement, if accepted. The employees who shall not be subject to the residency requirements as set forth in the police department's rules and regulations are:

1. Garry Ashdown
2. Kristopher W. Barnhart
3. Edwin A. Brewer
4. Andrew J. Buboltz
5. Marc E. Deslandes (if he accepts part-time police officer position)
6. Robert D. Fischer
7. Gary J. Rhodes
8. John Solian
9. Matthew T. Terpening
10. Joseph M. Trapanese
11. Lynn M. Waddill

All current full-time or part-time employees listed above, including Deslandes, if he accepts the part-time police officer position, who separates on or after (insert the date of the Employer's ratification vote of this Memorandum of Agreement here), and is rehired, shall be subject to the residency requirements as set forth in the police department's rules and regulations.

3. The PBA's Improper Practice Charge filed with the New York State Public Employment Relations Board (PERB Case No.: U-26559) regarding the demands submitted by the Employer for the pending Compulsory Interest Arbitration hearing, scheduled for January 11, 2007, shall be withdrawn upon the successful ratification vote by the parties of this Memorandum of Agreement and the implementation of all the terms contained herein. The Employer shall simultaneously withdraw its Improper Practice Charge against the PBA (PERB Case No.: U-26533) regarding objections to arbitrability.

4. The PBA shall withdraw its Petition for Compulsory Interest Arbitration (PERB Case No.: JA2005-044; M2004-245) upon the successful ratification vote by the parties of this Memorandum of Agreement and the implementation of all the terms contained herein, and cancel the January 11, 2007 scheduled interest arbitration hearing.
5. The PBA Improper Practice Charge filed with the New York State Public Employment Relations Board (PERB Case No.: U-25775) regarding alleged improper actions taken by the Employer shall be withdrawn upon the successful ratification vote by the parties of this Memorandum of Agreement and implementation of all the terms contained herein.

The Employer shall re-establish and fund the Clerk and Dispatcher position to full-time with Lynn Waddell, who is currently part-time in that position, no later than June 1, 2007. Waddell shall be treated as if she was continuously employed in a full-time capacity during the period of part-time employment as a Clerk and Dispatcher, for placement on the full-time Clerk and Dispatcher’s Base Wage and Longevity schedule, and for calculation of paid leave benefits, as of the date the position is re-established to full-time as set forth herein. Waddell shall not be required to serve any probationary period. Waddell shall be paid for the period of January 1, 2006 through the date the position is re-established to full-time, at the Step 6 hourly rate of pay of the full-time Clerk and Dispatcher’s Base Wage of $15.63/hr as of 1/1/06; $15.95/hr as of 7/1/06; and $16.26/hr as of 1/1/07, and the additional fifty cents per hour (+$.50/hr) for NYSPIN certification, secretarial and record skills set forth in Article 21.

Waddell shall also be entitled to longevity and benefit time provided to part-time employees for the period of January 1, 2006 through the date the position is re-established to full-time pursuant to the collective bargaining agreement. Waddell shall continue to work the existing part-time hours of work through the date the position is re-established to full-time as set forth herein. At that time, Waddell shall be returned to the schedule she was working prior to January 1, 2006. Upon the re-establishment to full-time, Waddell shall be entitled to all benefits contained in the collective bargaining agreement (e.g., health insurance, vacation, sick leave, personal leave, etc.) as if she was continuously employed in a full-time capacity during the period of part-time employment as a Clerk and Dispatcher. The health insurance shall commence on the first (1st) date the position is re-established to full-time. All paid leave benefits shall be pro-rated (e.g., full-time 6/1/07, credited with 7 sick days, 2 personal leave days, 9 vacation days (based on 15 working days – after 5 Years but less than After 15 Years of employment)). Waddell shall be paid a uniform allowance in 2006 of $150.00 as a part-time employee with the payment to be made as set forth in Article 17(D). In the event the position of Clerk and Dispatchers is re-established as of June 1, 2007, Waddell shall receive a pro-rated uniform allowance within thirty (30) calendar days of her anniversary date, which represents the difference of the $150.00 paid as a part-time employee and the $350.00 to be paid as a full-time employee based on her anniversary date (e.g., if Waddell’s anniversary date was November 1st, she would be paid an additional $145.85 on her 2007 anniversary date).
Pursuant to the Stipulation of Settlement between the parties in PERB Case No.: A2004-517, which addressed the initial issue of uniforms and equipment, the parties agree that any full-time Clerk and Dispatcher shall be provided with an initial issue of uniforms and equipment at no cost to the employee as follows:

a. One (1) pair of footwear (zipper boot).
b. Four (4) summer weight short sleeve shirts (with the same patches as provided to police officers).
c. Four (4) winter weight long sleeve shirts (with the same patches as provided to police officers).
d. Four (4) pants.
e. Two (2) ties and/or turtlenecks (the turtleneck).
f. Two (2) shields and one (1) identification card.
g. One (1) winter weight jacket with liner (with the same patches as provided to police officers).
h. One (1) name tag.

The above shall be incorporated into the new collective bargaining agreement upon the successful ratification vote by the parties of this Memorandum of Agreement, and the re-establishment and appointment of Waddell to the full-time position of Clerk and Dispatcher, and the PBA shall withdraw its demand to negotiate the impact of the decision to reduce the position from full-time to part-time of the Clerk and Dispatcher.
APPENDIX “—”

TOWN OF ROSENDALE

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, ________________, hereby request a decline and waiver of health insurance provided by the Employer for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Employer health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____________________________________________________________

Coverage provided by or through: ____________________________________________
(Name of organization or Employer)

Subscriber Number: _______________________________________________________

Attached to this form is a copy of the Identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Employer provided health insurance coverage for which I and/or my dependents are now eligible. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form “Request to Resume Health Insurance Coverage” to re-establish Employer provided health insurance coverage and that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Employer as to the health insurance carrier’s present requirements for resumption of health insurance coverage, and I understand that the health insurance carrier may change those requirements at any time.

3. I understand and agree that I will be compensated by the Employer for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between the Employer and the Union.
4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Employer to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Employer the necessary form to re-establish the health insurance coverage provided by the Employer in accordance with the requirements of the Employer's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Employer's health insurance carrier. Upon resumption of my health insurance coverage through the Employer, the compensation I have received in connection with the waiver of health insurance coverage shall cease, in accordance with the terms of the collective bargaining agreement by and between the Employer and the Union.

Employee Signature ___________________________ Print Name ___________________________
Date: ___________________________

Town of Rosendale Agent ___________________________
Print Name ___________________________
Date: ___________________________

cc: President, Town of Rosendale PBA
APPENDIX "E"

TOWN OF ROSENDALE

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. __________________________, hereby request to re-establish Employer provided health insurance which I had previously received from the Employer. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the Employer's health insurance carrier.

3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of Employer provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between the Employer and the Union.

Employee Signature __________________________ Print Name __________________________

Date: __________________________

Accepted For The Town of Rosendale:

Town of Rosendale Agent __________________________
Print Name __________________________

Date: __________________________

cc: President, Town of Rosendale PBA