

*Final 3/17/2022*

***COLLECTIVE BARGAINING AGREEMENT***

***BETWEEN***

***TOWN OF SAUGERTIES POLICEMAN'S BENEVOLENT  
ASSOCIATION***

***AND THE***

***TOWN OF SAUGERTIES***

**January 1, 2022 – December 31, 2024**

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THIS AGREEMENT, entered into the \_\_\_\_ day of \_\_\_\_\_, 2022, between the Town of Saugerties, New York, hereinafter referred to as the Town, and Local 1629, Council 82 AFSCME, of Saugerties, New York, hereinafter referred to as the PBA.

WITNESSETH:

WHEREAS: the parties desire to maintain harmonious relations and to work together for the public safety, and desire further to establish equitable wage scales and standards and conditions of employment and to provide for the Public Employees Fair Employment Act of 1967 as amended.

**ARTICLE I**  
**RECOGNITION AND RIGHTS**

(A) The Town and the PBA agree and the Town recognizes and certifies that the PBA is the exclusive collective negotiating agent for the permanently appointed Town employees in its Police Department, excluding the Chief of Police and/or head of the Department and Deputy Chief of Police or Deputy Head of the Department.

(B) The Town does extend to the PBA respecting such unit of employees the following rights:

(1) To represent the unit members in negotiations and in the settlement of grievances.

(2) To membership dues deduction, upon presentation of dues deduction authorization cards signed by individual unit members.

(3) To unchallenged representation status.

(C) The PBA does hereby affirm that it does not assert the right to strike against the Town government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

**ARTICLE II**  
**TERMS AND CONDITIONS OF EMPLOYMENT**

The Town and the PBA hereby agree with respect to the following:

(A) **Vacations**

(1) Every unit member shall be entitled to ten (10) working days vacation after having served in the department for one (1) year.

Every unit member shall be entitled to fifteen (15) working days vacation after having served in the department for five (5) years.

Every unit member shall be entitled to twenty (20) working days vacation after having served in the department for twelve (12) years.

(2) Unit members entitled to 10 or 20 working days must take at least 50% of their vacation in 5 consecutive scheduled work days. Unit members entitled to 15 working days vacation must take at least 5 consecutive scheduled work days.

(3) Bidding for vacation shall occur for the first 6 months of calendar year between November 15<sup>th</sup> and December 15<sup>th</sup> and again from May 15<sup>th</sup> through June 15<sup>th</sup> for the second 6 months of each calendar year.

(4) When the vacation schedule is posted in November and May, each shift will be provided at least one open vacation slot everyday for the purpose of filling vacation days by bid as provided in sections 1, 2 and 3 above. If the vacation slot for a given shift is filled by a more senior officer, an officer may request that another slot be opened up on that day to accommodate a second officer on a scheduled vacation. The request shall be made to the Chief of Police who shall have discretion with regard to granting the second such request.

(5) (a) Vacation days not required to be taken in a block may be taken as single days or in any combination thereof at the option of the unit member. No more than five (5) vacation days may be singularly utilized in a calendar year. Single day vacations must be scheduled upon at least twenty-four (24) hours notice to the Chief or his designee. Vacation requests in excess of a single day not already scheduled on a block vacation schedule must be submitted upon at least twenty-four (24) hours notice to the Chief or his designee. Only one (1) bargaining unit member per tour of duty shall be allowed a one (1) day vacation.

(6) Members of the bargaining unit employed on November 1, 2010, shall, effective January 1, 2011 and each calendar year, be granted twelve (12) additional days which shall be titled "Supplemental Days" in exchange for changing the work schedule from 5-2, 5-2, 5-3, to a straight 5-2 schedule effective January 1, 2011. A single Supplemental Day may be used on every shift regardless of other staffing needs. Additionally, Supplemental Days may be taken upon at least twenty-four (24) hours notice to the Department. In the event a member is scheduled for a supplemental day off and another member requests a supplemental day off for the same shift on the same day, the second request will be made upon at least twenty-four (24) hours, but not more than fourteen (14) days notice to the Department. The second such request will be denied if granting that time off creates the need for overtime to fill the vacancy. Once the second supplemental day request is granted, it will be final, regardless of vacancies created after approval.

(7) For purposes of vacation utilization, at least one (1) Patrol Sergeant and one (1) Detective shall remain in non-vacation status.

(8) Up to ten (10) vacation days per year may be carried over to the next calendar year. The maximum which may be accumulated as carry over vacation at any one time shall equal the bargaining unit member's annual vacation entitlement.

(B) **Holidays**

(1) Each unit member shall be given fourteen (14) days off per year in lieu of holidays. In the event that a unit member works on such holidays, said unit member shall be paid at double time. Double time shall not be paid to any unit member for more than seven (7) of such days in one (1) year. In no event shall a unit member who works on a holiday and receives double time be entitled to further compensation of any sort or day off. Overtime worked on a holiday is paid at double time rate. Days off in lieu of holidays worked must be scheduled within fifty (50) days of the holiday involved. Holiday time must be submitted at least twenty-four (24) hours in advance.

A Unit member who takes a day or days off, in lieu of a holiday, or holidays, work, and leaves Police Department employment prior to the holiday or holidays shall have the payment for such day or days off withdrawn from the Unit members last paycheck as a Police Department employee.

**Holiday Schedule**

New Year's Day	Independence Day
President's Day (observed)	Labor Day
Good Friday	Columbus Day
Easter Sunday	Election Day
Memorial Day	Veteran's Day
Juneteenth	Thanksgiving Day
Martin Luther King's Birthday	Christmas Day

(2) Employees scheduled to work the 3:00 p.m. to 11:00 p.m. shift on July 4<sup>th</sup> shall be required to work said shift on July 4<sup>th</sup>. Leave time (holiday, compensatory time, personal leave, single vacation days) shall not be granted. An employee who uses sick leave on the 3:00 p.m. to 11:00 p.m. shift on July 4<sup>th</sup> may be required to submit a doctor's certificate at the employee's expense.

(C) **Personal Leave**

(1) During the term of this Agreement, each unit member shall be entitled to personal leave up to a maximum of four (4) days per year, to be used at the discretion of such unit member, with pay and without charge or deduction from accumulated vacation leave or other time credits. Personal leave may not be

accumulated. During the calendar year in which they are hired, Unit members hired between January 1 and March 31 shall receive four (4) leave days; those hired between April 1 and June 30, three (3) days; and those hired between July 1 and September 30, two (2) days. Employees hired between October 1 and December 30 shall not receive leave days for that period of time.

(2) Unused personal leave as of December 31<sup>st</sup> in each year shall be paid in cash in the January immediately following at the rate of pay effective December 31<sup>st</sup> in the year of entitlement.

(D) **Bereavement Leave**

Each unit member shall be given three (3) days off with pay upon the occurrence of a death in the family for grandparents, brothers, sisters and in-laws. Each unit member shall be given four (4) days off with pay upon the occurrence of a death in the family for children, parents, and spouse of such unit member. Such time shall be without charge or reduction from any accumulated vacation, sick, personal leave or other time credited.

(E) **Sick Leave**

(1) Each unit member shall accrue sick leave at the time of one and one-half days per month and unused sick leave may be accumulated to a maximum of one hundred seventy-five (175) days.

(2) Every effort should be made to notify the department at least two hours prior to the beginning of a shift that a member will be utilizing sick leave.

(3) Unit members who have used fewer than ten (10) days of sick leave in their last year of employment (except in those cases where medically documented serious illness or disability has occurred), shall be entitled to convert 50% of the value of their accumulated sick leave to cash upon retirement.

(4) In lieu of paragraph (E) (3) above, unit members may apply unused sick leave to pay the employee's share of retiree health insurance. For the purposes of retiree health insurance only, an employee may accumulate to a maximum of one hundred and seventy-five days (175) and convert 100% of the value for retiree health insurance upon retirement.

(5) Upon the request of the Chief of Police (a) a member who utilizes sick leave for more than three (3) consecutive work days must produce a physician's note indicating that the member was not capable of working those days; and (b) a member returning to duty from an illness with a duration of more than three (3) consecutive work days must produce a physician's note indicating that the member can return to full

unrestricted duty. Any health insurance co-pays associated with this provision shall be reimbursed to the employee by the Town.

(6) After four (4) occurrences in a calendar year of an employee using sick leave combined with other leave time (vacation, holiday, compensatory time, personal leave), the Chief of Police may require the employee to produce a doctor's certificate, at the employee's expense. If an employee fails to produce the doctor's certificate, the employee shall not receive paid sick leave.

(7) Subject to the discretion of advance approval by the Chief of Police, up to five (5) days per year of sick leave may be used as "family sick leave" to care for a bargaining unit member's family member who is sick and in need of care. Family member is defined as a relative who resides in the same household as the bargaining unit member and if residing outside the same household, limited to a child or parent.

(F) **Compensation**

The salary schedule, as set forth below, has been increased as follows:

Effective January 1, 2022, the salary schedule shall be increased by \$3,250 then 1.00%.

Effective January 1, 2022, Step 1 through Step 6 shall be modified and a new Step 7 will be added per the attached salary schedule. The 7<sup>th</sup> through 10<sup>th</sup> year longevity shall be eliminated from the contract.

Effective January 1, 2023, the salary schedule shall be increased by 2.25%.

Effective January 1, 2024, the salary schedule shall be increased by 2.50%.

Retroactivity shall be paid to those employees on the payroll as of the date of the ratification by the Town.

Effective January 1, 2022, the Detective differential shall be 5.5% above the member's base pay; Sergeant shall be 7.5% above the member's base pay; Detective Sergeant shall be 10.25% above the member's base pay; Lieutenant differential shall be 17% above the member's base pay.

	1/1/2022	1/1/2023	1/1/2024
	1.00%	2.25%	2.50%
Starting Salary	\$52,868.22	\$54,057.75	\$55,409.20
Step 1	\$60,798.45	\$62,166.42	\$63,720.58
Step 2	\$63,169.59	\$64,590.91	\$66,205.68
Step 3	\$65,633.20	\$67,109.95	\$68,787.70



Step 4	\$68,192.90	\$69,727.24	\$71,470.42
Step 5	\$70,852.42	\$72,446.60	\$74,257.77
Step 6	\$73,615.67	\$75,272.02	\$77,153.82
Step 7 at year 10	\$76,486.68	\$78,207.63	\$80,162.82

(G) **Longevity**

A. Unit members shall be entitled to the following longevity payments in addition to their regular salaries on a cumulative basis each year.

**Longevity After**

11 Years of Service	\$1,200
12 Years of Service	\$1,500
13 Years of Service	\$2,950
14 Years of Service	\$3,400
15 Years of Service	\$3,850
16 Years of Service	\$4,300
17 Years of Service	\$6,400 MAX

B. **Longevity Cap**

Effective January 1, 2011, the Agreement shall be modified to cap longevity entitlements to a maximum of sixty-four hundred dollars (\$6,400.00) per annum. Members already receiving longevity payments in excess of \$6,400.00 as of January 1, 1998 shall continue to receive those payments without further increases for the balance of their careers in the Saugerties Police Department. Individuals who joined the Department prior to 1981 shall be considered to have commenced their careers six calendar months earlier than was actually the case for the sole and limited purpose of calculating longevity pay entitlements.

(H) **Shift Differential**

Employees who work the A-line and C-Line on a straight time basis shall be paid an additional \$.50 per hour. The shift differential shall only be paid for time worked, and shall not be paid to employees who were on any leave (sick leave, vacation, personal leave, compensatory leave, bereavement leave, GML 207-c, etc.)

(I) **Compensatory Time**

Compensatory time shall be granted to employees so long as part-time employees (does not include reserve officer) are canvassed first to fill pending vacancy; in the event that no part-time employee takes the shift then all full-time employees will be canvassed next. In the event no full-time employee is available, the compensatory time request will be denied, the granting of such time will not cause mandatory overtime. Compensatory time will only be granted if a part-time employee, or full-time employee is

available to cover the shift as prescribed above. If no part-time employee or full-time employee volunteers to cover said request, the compensatory time request will be denied. Compensatory time may be denied if it results in only part-time officers working the shift, in which case, the last full-time officer requesting compensatory time will be denied. There will be a maximum of sixty (60) hours of compensatory time that an employee may accumulate. The Chief may, however, permit employees to accrue in excess of sixty (60) hours in the best interest of the Department; however, such permission to accrue more than sixty (60) hours will be given fairly to all members.

(J) **Uniforms and Equipment**

(1) Upon entering Town service, an officer shall be outfitted with:

<b><u>Item #</u></b>	<b><u>Quantity</u></b>	<b><u>Description</u></b>	<b><u>Returnable Upon Leaving Depart.</u></b>
1.	1	Hat and Raincover for Hat	
2.	1	Utility Cap	
3.	1	Winter Hat	
4.	5	Long Sleeve Shirts	
5.	5	Short Sleeve Shirts	
6.	1	Dress Blouse	
7.	1	Tie	
8.	1	Tie Bar	Yes
9.	2	Badges	Yes
10.	2	Name Plates	
11.	2	Collar Brass - S.P.D.	Yes
12.	2	Collar Brass - Stripes or I.D.#	Yes
13.	1	Winter Jacket	
14.	1	Spring Jacket	
15.	1	Rain Coat	Yes
16.	5 Pr.	Pants	
17.	1	Holster	Yes
18.	1	Belt - Inner	Yes
19.	1	Belt - Outer	Yes
20.	1	Handcuff Case	Yes
21.	1	Handcuff with Key	Yes
22.	1	Double Magazine Holder	Yes
23.	1	Semi-Automatic	Yes
24.	1 Pr.	Winter Boots	
25.	1 Pr.	Summer Shoes	
26.	1	Flashlight - Mag. Rechargeable	Yes
28.	1	Baton (Nightstick)	Yes
29.	1	Nightstick Holder	Yes
30.	1	Body Armor (to be replaced	

31.		after 5 years) Necessary duty and practice Ammunition	Unused Portion
32.	1	Locker Per Employee	

(2) All officers to whom uniforms are issued shall wear the complete uniform while on duty and while carrying out the duties assigned to them. It is expected that uniforms will be maintained in a neat and clean condition and changed when necessary to maintain a neat and clean appearance. Other than normal duty wear and tear and damage, loss or damage to the uniform shall be paid by the employee to whom the uniform is issued. Generally, officers are to abide by the personal appearance guidelines related to the uniform which appear in the Policies and Procedures Manual, Section 4030.00 governing the Police Department of the Town of Saugerties.

All uniform items and equipment purchased and issued by the Town are the property of the Town. Upon leaving employment from the Department, all equipment and all uniforms shall be returned to the Town.

(3) Investigators will receive three hundred seventy-five dollars (\$375.00) per year as a clothing allowance. Effective January 1, 2023, each Investigator will receive four hundred dollars (\$400) per year as clothing allowance. Effective January 1, 2024, each Investigator will receive four hundred twenty-five dollars (\$425) per year as clothing allowance.

(4) Each employee of the Police Department shall receive for each year of this contract, an annual allowance of three hundred and seventy five (\$375.00) for cleaning and maintenance of uniforms and/or clothing worn on duty by plain clothes officers (Effective January 1, 2023 the allowance shall be \$450.00, paid as follows: \$225.00 on July 1 and \$225.00 on December 1). Payment shall be made upon submission of receipt to the Chief or the Chief's designee. In the event an officer who leaves the Department has not submitted monthly receipts up to that point, such officer will receive a lump sum for maintenance pro-rated according to the time the officer has worked. Similarly, as to an officer who has not worked for a period of three (3) months or more, due to an injury, sickness, or leave of absence, any lump sum for maintenance of uniforms will be pro-rated according to the time worked.

(5) All officers will be allotted no more than one hundred fifty dollars (\$150) to purchase boots, which shall be replaced at the discretion and approval of the Chief.

If upon noticing or upon inspecting equipment including vehicles, any defect or deficiency is noted by a unit member, the unit member shall report such defect or deficiency to the member's supervisor. At the supervisor's earliest opportunity, the supervisor will report the defect or deficiency to the Chief or the Chief's designee. Thereafter, the Chief or the Chief's designee shall arrange for the defect or the deficiency to be repaired as soon as is reasonably possible. The Chief or the Chief's designee will

make the decision as to whether equipment or a police vehicle is safe to operate, given the defect or the deficiency noted. Following the steps just discussed, if a dispute about unsafe equipment or motor vehicle has not been resolved, it shall be done so pursuant to the grievance procedure in the contract.

(K) **Hours of Work and Overtime**

(1) The Town agrees to comply with the requirements of Section 971 of the Unconsolidated Laws of New York. Notwithstanding the provisions of Section 971 of the Consolidated Law of New York, the Union hereby waives rights regarding mandatory overtime only when there is a shift vacancy pursuant to the terms of this Collective Bargaining Agreement.

(2) Each unit member shall be entitled to overtime pay computed at one and one-half (1 ½) times the normal rate of pay for all time worked over and above the normal eight (8) hour tour of duty and for all time worked over the normal forty (40) hour week.

(3) When a unit member works overtime in a pay period during which the unit member has already or will be taking off for which the unit member is entitled, for example, vacation, holiday, personal leave, sick leave, etc., the unit member shall still be eligible to collect overtime wages for that pay period at time and one-half rates. This is subject to any other limitations set forth herein, including the limitation that a unit member who calls in sick shall not be eligible for overtime call-out for the next eight (8) hours following the shift the unit member called in sick.

(4) Payment for overtime shall be made in the week following the week during which it is earned.

(5) Each unit member shall be entitled to two (2) twenty (20) minute relief periods and one (1) forty (40) minute meal period during the eight (8) hour tour of duty on Monday through Saturdays. On Sundays and holidays, each unit member shall be entitled to two (2) twenty (20) minute relief periods and one (1) sixty (60) minute period during the eight (8) hour tour of duty.

(L) **Recall Time**

(1) Each unit member who is recalled to work on off duty time shall be paid a minimum of three (3) hours overtime at the rate of time and one-half regardless of the reason for such recall.

(2) Unit members shall be called in first for duty on regular days off and such recall shall be distributed on a rotating basis, starting with the senior unit member. A list shall be maintained and kept at the dispatcher's desk.

(3) When an employee is scheduled to work calls in two hours or less prior to the start of their shift, the following procedure shall be followed:

When replacement is to be made for a 7-3 shift, canvas all full-time officers working 11-7 shift first. If those officers decline the 7-3 shift, the remaining full-time officers shall be canvassed as outlined in this procedure. When replacement is to be made for a 3-11 shift, canvas all full-time officers working 7-3 shift first. If those officers decline the 7-3 shift, the remaining full-time officers shall be canvassed as outlined in this procedure. When replacement is to be made for an 11-7 shift, canvas all full-time officers working 3-11 shift first. If those officers decline the 11-7 shift, the remaining full-time officers shall be canvassed as outlined in this procedure.

(4) Where there is a need for a diver, firearms instructor, computer technician, a person fluent in a foreign language or such other employee meeting the required task assignment, i.e. drone pilot, gender specific requirements for detail, crash reconstruction, etc., such employee shall be called out as needed without the requirement of utilizing the general call-out procedure.

(5) Recall while off-duty for court appearances within the Town shall entitle a unit member to be compensated at a minimum of three (3) hours overtime at time and one-half rates. Recall while off-duty for court appearances outside the Town shall entitle a unit member to be compensated a minimum of three (3) hours at time and one-half rates. Appearance must be approved by Shift Supervisor. Where practicable, unit members may be assigned to other duties at headquarters while awaiting their appearances in court.

(6) Each unit member shall provide a telephone number where the member can be located in the event of an overtime call-out. All call-outs shall be done on a recorded line. In the event the member called is not reached when first called, at least five (5) minutes will elapse before the call out procedure resumes, proving ample time for the employee to call headquarters back, a second call shall be made. If the member is not reached on the second call, the dispatcher or person performing the call-out will proceed to the next name on the list.

(M) **Work Schedule**

(1) The work schedule for all bargaining unit members shall be 5 consecutive days on followed by 2 consecutive days off (5-2). The work schedule for detectives shall be (5-2) with split weekends off. Tours of duty shall be from 7 AM to 3 PM, 3 PM to 11 PM, and 11 PM to 7 AM.

(2) The schedule shall be posted annually by calendar month for information purposes. The bidding schedule for the first 6 months of a calendar year shall be posted on or before November 15<sup>th</sup>. Bidding for shifts shall occur between November 15<sup>th</sup> and December 15<sup>th</sup> based upon seniority in Town employment. The work

schedule for the second 6 months of a calendar year shall be posted on or behalf May 15<sup>th</sup>. Bidding for shifts shall occur between May 15<sup>th</sup> and June 15<sup>th</sup> based upon seniority in Town employment.

(3) The work schedule shall not be changed or modified without prior agreement between the unit member affected by the change, the PBA, and the Chief of Police or the Chief of Police's designee.

(4) New unit members shall be assigned to the work schedule during the first thirty (30) working days of employment. After thirty (30) working days of employment, the new unit member may bid for any open shifts/days off in the work schedule.

(5) The Chief of Police will have the right to assign the unit member to attend training, however, this assignment cannot conflict with any already approved time off.

(6) If a shift vacancy occurs as a result of sick call out, emergency personal day, first supplemental day or vacation day and the canvas for coverage fails to produce a viable candidate, which does not include a reserve officer or an officer who has worked or scheduled to work more than sixteen (16) hours in a twenty-four (24) hour period, the Chief or designee will order an officer to stay four (4) hours over the current shift working and further may order an employee in four (4) hours early from the next shift coming in.

In the event all officers working either the shift prior to the vacancy and the shift post the vacancy are already working 16 hours in a 24 hour period, then the Chief or his designee may order the most junior officer not already scheduled to work 16 hours in the 24 hour period effected, in to cover the vacancy.

Any time off may be denied if it will result in only part-time officers working a shift. The last person requesting time off will be denied.

(7) Once a member has committed to work an extra shift, that member is then responsible for ensuring that shift's coverage. If the member cannot provide the agreed coverage and makes notification of such within 72 hours of the start of the shift, the member shall conduct the call-out. If a call-out error is made within the 72-hour period by the member, such mistake shall not be subject to the grievance procedure by another member or the Union. If it is within the 72-hour mark and the member is not available to conduct said call-out, Chief of Police, at his discretion, may require the member who reneged to utilize time off accruals cover said shift at straight time. The Chief of Police, at his discretion, may waive the 72-hour window, however, no grievance can occur if the Chief of Police does not provide such waiver. If an overtime shift is accepted by a member within 72 hours of its start, the member may renege on said shift within 2 hours without penalty.

(N) **Educational Incentives**

(1) Each unit member who shall have successfully completed a training course in related police work and received an instructor's certificate, shall be entitled to \$100.00 additional annual compensation. Completion of more than one (1) such course shall not entitle such unit member to more than one (1) such increment. Said unit member receiving such compensation must perform active instruction in the field of training received and such training shall take place at least once a year.

(2) Each unit member who shall be awarded an Associate Degree shall be entitled to \$200.00 additional annual compensation. Effective January 1, 2023, each unit member who shall be awarded an Associate's Degree shall be entitled to \$250.00 additional annual compensation. Effective January 1, 2024, each unit member shall receive \$300.00 additional annual compensation.

(3) Each unit member who shall be awarded a B.A. degree shall be entitled to \$300.00 additional annual compensation. Effective January 1, 2023, each unit member who shall be awarded a Bachelor's Degree shall be entitled to \$350.00 additional annual compensation. Effective January 1, 2024, each unit member shall receive \$400.00 additional annual compensation.

(4) Each unit member who shall be awarded a Masters Degree shall be entitled to \$400.00 additional annual compensation. Effective January 1, 2023, each unit member who shall be awarded a Master's Degree shall be entitled to \$450.00 additional annual compensation. Effective January 1, 2024, each unit member shall receive \$500.00 additional annual compensation.

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

(6) The Town agrees to pay the tuition and all other direct costs incurred by each unit member taking any such course of instruction at the request of the Town. All such courses available shall be brought to the attention of each unit member by posting on the office bulletin board. Members shall register for such courses if interested with the Police Chief. Further, the Town shall be responsible for reimbursing the unit member for the following expenses incurred while attending such courses: transportation, meals and lodging.

(O) **Meal Allowance**

(1) The Town agrees to pay a meal allowance to each unit member while in attendance at any course of instruction or on assignment outside of the Town as follows:

Breakfast	\$ 7.00
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Lunch	\$10.00
Dinner	\$15.00

(2) Whenever a unit member works a double shift, such member shall be entitled to a meal allowance as follows:

11:00 p.m. - 7:00 a.m. shift	\$ 4.00
7:00 a.m. - 3:00 p.m. shift	\$ 6.00
3:00 p.m. - 11:00 p.m. shift	\$10.00

The unit member must work the shift prior to or immediately following the overtime shift in order to collect such meal allowance. If at any time a unit member is on recall time and works four (4) hours before or four (4) hours following his recall shift, such unit member shall be entitled to the above meal allowance.

(P) **Health Benefits**

The Town shall offer permanent full-time employees the CDPHP High Deductible (QEPOL3116) Plan with a \$2,000 single/\$4,000 family (aggregate) deductible. The Town shall fund the single HRA at \$1,625 and the family HRA at \$3,250. Employees shall be responsible for any additional costs above said amounts.

Employees hired prior to January 1, 2011 shall contribute 5% of the applicable premium. Employees hired on or after July 1, 2011 to the date of ratification of the Memorandum of Agreement (August 1, 2016), shall contribute 10% of the applicable premium. Employees hired after ratification of the Memorandum of Agreement by the Town (August 1, 2016), shall contribute 20% of the applicable health insurance premiums.

If CDPHP changes the co-pays and/or the prescription drug card, and increases co-pays or diminishes benefits, the Town shall provide such successor plan or prescription drug card. Prior to any such changes, the Town shall provide the Union with a copy of the correspondence and, upon request of the Union, shall meet and confer with the Union.

The Employer will make every effort to maintain equal coverage but reserves the right to seek carrier change. The Employer will offer employees a \$1,000.00 buyout for those who wish to take advantage of this option, provided that insurance is maintained by the spouse. In order to receive the \$1,000.00, the employee must not have received health insurance for the entire calendar year. Payment shall be made in February in the year in which health insurance is not received. When both spouses are employees of the Town, the employees shall be entitled to either two individual plans or a family plan. The employee shall not be entitled to the buyout. Employees who retire during a year in which they do not receive health insurance or requires health insurance after electing to



receive the buyout as a result of the need for health coverage, will receive a pro rata buyout.

For the full-time employees who have at least fifteen (15) years of full-time service with the Town, and who retire from the Town with a pension, the Town shall pay 60% of the retiree's health insurance (single or family), until the retiree becomes Medicare eligible. The retiree may apply unused sick leave as set forth in Article II, Section E(4) towards the retiree's share of premium. A retiree may elect to waive retiree health insurance at the time of retirement. Such waiver must be in writing. A retiree who waives retiree health insurance may enroll in retiree health insurance upon a qualifying event if permitted by the carrier and subject to any carrier requirements, rules and regulations. A retiree who waives health insurance shall not be entitled to the buyout herein.

The Town may reopen negotiations upon fifteen (15) days notice to the PBA regarding any proposed new health insurance plans which the Town seeks to utilize in place of the plan(s) currently provided.

(Q) **Retirement**

The Town shall continue to provide the benefits heretofore provided for all unit members of the Department pursuant to the provisions of Section 360-b and 375-c, of the Retirement and Social Security Laws of the State of New York and the Town shall pay the cost thereof in full.

(1) The Town shall provide all unit members benefits pursuant to Section 384 of the Retirement and Social Security Law of the State of New York (25 year plan) and the Town shall pay the cost thereof in full, effective August 3, 1994.

(2) Effective December 1, 1991, the Town shall provide all employees of the Department, the benefits pursuant to Section 384-d (20 year plan) of the Retirement and Social Security Law of the State of New York, and the Town shall pay the cost thereof in full. Any employee who enrolls in a plan other than 384-d, and who, at a subsequent time, seeks to enroll in 384-d, shall pay the full cost of such enrollment.

(R) **State of Emergency**

Time off may be cancelled for a Police related State of Emergency by the Sheriff, Town Supervisor, or Governor.

(S) **Time Off**

All time off shall be taken in thirty-minute increments.

(T) **Military Leave**

The Town and the Union agree to abide by the provisions of Section 242 of the Military Law of the State of New York.

(U) **On-Call**

Detectives, Detective Sergeants and Patrol Sergeants who are required to be on-call shall receive three (3) hours of compensation for the week they are on-call, which may be paid at a rate of time and one-half or 4.5 hours of compensatory time to be used at a later time.

**ARTICLE III**  
**TERMS AND CONDITIONS OF EMPLOYMENT OF**  
**DETECTIVE SERGEANT**

(A) **Terms and Conditions of Employment of Detective Sergeant.**

(1) The Detective Sergeant shall be provided a vehicle pursuant to Article 3, Section F of this Agreement.

(2) The Detective Sergeant work schedule shall conform to normal business hours and can be modified if agreed upon by the Detective Sergeant and the Chief of Police or his designee.

**ARTICLE IV**  
**TERMS AND CONDITIONS OF EMPLOYMENT OF**  
**LIEUTENANT**

(A) **Terms and Conditions of Employment of Lieutenant.**

(1) The Lieutenant shall work five (5) consecutive days on followed by two (2) consecutive days off (5-2) Monday through Friday, 8:00 AM to 4:00 PM. The work schedule may be modified if agreed upon by both the Lieutenant and the Chief of Police or his designee.

(2) The Lieutenant shall not be considered towards the minimum man power unless an overtime shift is accepted outlined below (4).

(3) When a call is performed for an open shift, the Lieutenant shall be entitled to this shift after all other eligible full-time members are canvassed but before a part-time police officer's canvas. The call out shall be completed in accordance with the call out procedure.

(4) The Lieutenant shall be provided a vehicle for use. The use of the vehicle for other purposes and for emergency reasons shall be subject to the approval of the Chief of Police.

**ARTICLE V**  
**EMERGENCY RESPONSE TEAM MEMBERS (ERT)**

(A) **Emergency Response Team Members (ERT)**

(1) At the discretion of the Town Board, the Police Chief may designate members to the Ulster County Emergency Response Team.

(2) Members of the ERT shall attend training sessions two (2) times per month and, in the event that an officer is scheduled to work, the officer will be reassigned to attend said training. In the event that an officer is off duty, the officer shall be compensated with compensatory time for attendance at said training.

(3) Members of the ERT who are subject to an "emergency call-out" shall have the option of receiving either overtime pay at the rate of time and one-half or compensatory time at the rate of time and one-half.

(4) Members of the ERT shall be entitled to be called for regular overtime in accordance with the regular call-out procedure of the Police Department.

**ARTICLE VI**  
**MISCELLANEOUS PROVISIONS**

A. **Emergency Lighting Equipment**

The Town agrees to provide, at its own cost, emergency lighting equipment in the Police Station for use in the event of power failure.

B. **Wage Payment Method**

The Town agrees that unit members' checks shall be placed in sealed envelopes and so delivered to each individual, to provide privacy. The PBA agrees to provide such envelopes, bearing the names of the members of the bargaining unit to the Town Clerk.

C. **Workers' Compensation**

The Town shall become a covered Employer as provided in Section 212 of the Workers' Compensation Law, subject to approval as provided therein. Unit members shall make contributions for the cost of providing disability benefits as provided in

applicable sections of the Workers' Compensation Law, not to exceed the maximum amount of thirty cents (\$.30) per week per unit member.

**D. Awards**

(1) The Town shall formulate an Awards Committee which shall be comprised of the Town Board liaison person (1), the Chief of Police (1), the PBA President or his designee (1), for a total of three (3) members. The Committee shall meet quarterly to make determination of awards to unit members for meritorious acts and/or deeds.

**E. PBA Time**

(1) The PBA President or designee shall be allotted up to a total of seventy two (72) hours per year for time to conduct PBA business.

(2) Officers who are on duty may attend a monthly Union meeting for up to twenty (20) minutes provided at least one (1) officer remains on duty at all times.

**F. Investigator Vehicles**

The investigator will be provided a vehicle for use in investigatory work. The use of the vehicle for other purposes and for emergency reasons is subject to the approval of the Chief of Police.

**G. Compensation for Damage to Personal Property**

The Town shall reimburse employees for costs of replacing or repairing dentures, eye glasses and hearing aids which are destroyed or damaged as a result of police activity when on duty and acting within the scope of employment. To receive reimbursement, the unit member will (1) notify the Chief of damage incurred as soon as practicable but within seven (7) days of occurrence; (2) cooperate with the Town in its attempt to recover reimbursement from the courts and (3) provide the Town with replacement receipts as requested.

The maximum amount to be reimbursed by the Town will not exceed \$150.00 per occurrence. Payment to the unit member will be no later than two (2) weeks after the claim is submitted to the Town. If a unit member receives a payment directly from the courts as a result of the Town's effort to recover monies through the courts, those monies will be turned over to the Town within three (3) days.

In no event shall monies turned over to the Town exceed the amount of payment reimbursed to employees by the Town.

H. **Provisions for Incoming Village of Saugerties Personnel**

(1) The Town and the PBA acknowledge that effective on or about January 1, 2011, a number of personnel employed in the Village of Saugerties Police Department will become members of this bargaining unit. In an attempt to integrate those employees into this collective bargaining agreement in a fair and evenhanded manner, the following shall apply to these employees.

- (a) Seniority for shift bidding and vacation selection shall be based on a beginning employment date with the Town of January 1, 2011.
- (b) For purposes of placement in the salary schedule contained in paragraph 2(F), years of service rendered with the Village Police Department will count as years of service with the Town.
- (c) For purposes of longevity compensation (paragraph 2(G)), years of service with the Village will count as service with the Town up to a maximum of ten (10) years of service.
- (d) For purposes of vacation entitlement, years of service with the Village shall count as years of service with the Town.
- (e) For purposes of health benefits in retirement, section 2(P), fourth paragraph is modified such that these employees will have to render only five (5) years of full-time service with the Town to acquire benefits pursuant to this section.
- (f) For purposes of health insurance premium contributions, employment date with the Village shall count as employment date with the Town, such that Village employees hired prior to July 24, 2002 shall pay 5% of the applicable health insurance premium and Village employees hired on or after July 24, 2002 shall pay 10% of the applicable health insurance premium.
- (g) For purposes of sick leave accumulation, these employees will be permitted to carryover from the Village to the Town sick leave accruals they have on the books at the close of business for the Village of Saugerties Police Department, provided such accumulated sick leave does not exceed the amount set forth in Article II (E)(1), namely 150 days.

**ARTICLE VII**  
**PAST PRACTICES**

The Town agrees to the continuation of all previous practices and benefits not specifically altered by the provisions of this Agreement. Both parties agree, for purposes of clarification, that the only bonafide practices and benefits are ones which have been both mutually and clearly recognized and also consistently provided over an extended period of time. Any alleged practice or benefit that fails to meet these standards or recognition, consistency, and time does not require continuation.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

**A. Disputes**

Any grievance arising concerning the interpretation or application of the terms of this contract or the rights claimed thereunder and/or working conditions, shall be processed in accordance with the following procedure:

**Step 1** Such dispute shall be discussed informally between the Union and the Chief in an attempt to resolve the grievance prior to it being submitted in writing. If the grievance cannot be resolved informally within ten calendar (10) days after being presented to the Chief, it shall be submitted in written form to the Chief, who shall respond to the grievance pursuant to the provisions of the grievance procedure. The grievance shall specify the aggrieved employee, the nature of the grievance, including the section or sections of the Collective Bargaining Agreement that was/were allegedly violated, a statement of facts, times and dates and the remedy sought. In no event shall the grievance be submitted in writing more than thirty calendar (30) days of when the Union knew, or should have known, of the facts giving rise to the grievance.

**Step 2** In the event such dispute is not satisfactorily resolved or adjusted at the preceding step of the procedure within ten (10) calendar days, then the Union shall present in writing, within ten (10) calendar days after the Step 1 decision was received, or should have been received, the same to the Town Board through the Town Supervisor.

**Step 3** (a) In the event that such dispute is not then disposed of within thirty (30) calendar days, it shall be referred to an impartial Arbitrator selected from Paragraph B below by the filing a Demand for Arbitration with the Town Supervisor within thirty (30) calendar days after the Step 1 decision was received or should have been received.

B. **Arbitration**

(1) Any unresolved dispute having been processed fully through the last step of the dispute procedure may be submitted to arbitration by either party in accordance with the following:

(a) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. The Arbitrator shall be selected on a rotating basis from the following panel of arbitrators: Sheila Cole, Louis Patack and Gordon Mayo.

(b) The Arbitrator shall have broad powers to hear and determine issues presented. The Arbitrator shall not be limited to the evidence submitted at the grievance meeting and may hear such additional evidence as either party desires to submit. The Arbitrator may also call upon a Town official or agency to provide evidence or material necessary to resolve the grievance.

(c) Such rendered decision by the appointed Arbitrator be deemed final and binding on the parties. The costs for any such arbitration matters will be equally shared by the Town and the PBA.

**ARTICLE IX**  
**BILL OF RIGHTS**

Security of the Town and its citizens depends to a great extent upon the manner in which the Town of Saugerties Police members perform their manifold duties. Members of the Town of Saugerties Police Department are public officers and the performance of their duties involves the exercise of a portion of the police power of the state. Performance of such duties involves those members in all manner of contacts and relationships with the public.

Out of such contact and relationships may arise questions concerning the actions of members of the force. The integrity of the Department and its members must be preserved if the obligations of the Town and its citizens are to be fulfilled. Conduct by a member which raises questions about his integrity or the propriety of his performance may call into public question the integrity of every member of the Department.

A. **Investigation of Complaints - Chief's Responsibility**

It is the responsibility of the Chief of Police to investigate promptly and thoroughly every complaint and accusation made against a member in order to protect that member, the Department and the Town of Saugerties.

**B. Advising Unit Members of Constitutional Rights**

If a member is under arrest or is likely to be, that is, if a unit member is a suspect or the target of a criminal investigation, the member shall be advised of the member's constitutional rights.

**C. Responsibilities of Chief and Members Aiding in an Investigation**

It is the responsibility of the Chief of Police and of those officers designated by the Chief to conduct such investigations to do so in a manner conducive to good order and discipline. It is the responsibility of all members involved or participating to assure that all such investigations are conducted fairly and impartially. It is the responsibility of all members to assist and expedite such investigations and, when requested by the investigating officers, to furnish or to give accounting for the member's public trust. To fulfill each of such responsibilities, investigations are to be conducted accordingly:

(1) In the course of a member's duties, occasions will arise when there is a need for inquiry into a member's official actions or activities either as a principal or as a witness so that there will be a recording of facts, for the protection of the member or the Department, or to rebut, explain or clarify any allegations, criticism or complaints made against a member of the Department. Under such circumstances members may be requested and are expected to properly respond and if requested, submit written memoranda detailing all necessary facts. Such memoranda will not be considered as admissions against self-interest in evidence submitted in a disciplinary proceeding unless the member was offered the representation to which he is entitled in an interrogation pursuant to paragraph 2(g) below.

(2) When an investigating officer requests a further written statement or affidavit from a member either as principal or as witness, procedural requirements as set forth below shall be followed:

(a) The interrogation of any member shall be at a reasonable hour, preferably when the member is on duty, and during daylight hours, unless the exigencies of the investigation dictate otherwise. A member's tour may be changed without penalty in order to comply with this paragraph.

(b) The interrogation shall take place at a location designated by the investigating officer and shall usually take place at Police Headquarters.

(c) The member of the Department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the officer who is conducting the interrogation and the identity of all persons present during the interrogation. If a member of the Department is directed to



leave his/her post and report for interrogation to another command, his/her commanding officer shall be promptly notified of his/her whereabouts.

(d) The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Department being interrogated is a witness only, the member shall be so informed.

(e) The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities: meals, telephone calls and rest periods as are reasonably necessary.

(f) The member shall not be subjected to any offensive language, nor shall be threatened with transfer, dismissal or other disciplinary punishment. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that this conduct can become the subject of disciplinary action resulting in disciplinary punishment.

(g) In all cases wherein a member is to be interrogated concerning an alleged violation of Department rules and regulations which, if proven, may result in the member's dismissal from the service or the infliction of other disciplinary punishment upon the member, the member shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of the member's choosing and/or a PBA representative before being interrogated. An attorney of the member's choosing and/or a PBA representative may be present during the interrogation, but may not participate in the interrogation except to counsel the member. In such cases, the interrogation may be postponed for the purpose of obtaining counsel and/or a PBA representative up to the afternoon of the day following the notification of interrogation.

(h) The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be noted in the record. The requirement to record may be waived by mutual agreement.

(i) Under the circumstances described in paragraph (g), the member shall be given an exact copy of any written statement the member may execute, or if the questioning is mechanically or stenographically recorded, the member shall be given a copy of such recording or transcript.

(j) The refusal by a member of the Department to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

(3) The procedural requirements spelled out in paragraph (2)(a) are not applicable in circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of members.

(4) A member will be informed in writing when an investigation is complete and of the determination and a copy of such memorandum shall be placed in the member's personnel record. However, personnel complaints, arising after the effective date of this Agreement, determined to be unfounded after investigation, shall not be retained in the member's personnel file.

## **ARTICLE X**

### **ALTERNATIVE DISCIPLINARY PROCEDURE**

When the Town is seeking to discipline a unit member, the Town agrees to provide the following disciplinary procedure as an alternative to that procedure outlined under Sections 75 and/or 76 of the New York State Civil Service Law, and the unit member whose discipline is sought by the Town shall have the right to choose either Civil Service Law Section 75 and/or 76 procedures or the alternative procedure described below, but not both procedures:

#### **A. Notice**

In the event the Town seeks to discipline a unit member the notice of such disciplinary action shall be in writing and served upon the member. Such disciplinary measures seeking termination from employment shall be imposed only for incompetence or misconduct. The specific act(s) that warrant disciplinary action and the proposed sanction(s), shall be specifically contained in the Notice of Discipline.

(1) The PBA shall be provided a copy of the Notice of Discipline at the same time as the affected unit member(s).

(2) The Notice of Discipline shall be accompanied by a written statement that:

A unit member served with a Notice of Discipline has the right to answer the charge(s), in writing, within eight (8) calendar days, and that a unit member may request arbitration as an alternative to the procedures under New York Civil Service Law Sections 75 and/or 76.

#### **B. Suspension Without Pay**

In no event shall a unit member who has been served with a Notice of Discipline be suspended without pay for a period exceeding thirty (30) calendar days, pending determination of the charge(s).

**C. Right to Representation**

(1) The unit member has a right to be represented by the PBA, an attorney, or other representatives at every stage of the proceeding.

**D. Hearing**

(1) The independent arbitrator shall hold a hearing at a mutually convenient date(s) agreeable to the parties' representatives. The affected unit member may be represented at the arbitration by the individual(s) of his/her choosing and shall be entitled to present witnesses on his/her behalf. The arbitrator shall render a written decision no later than thirty (30) calendar days after the hearing has been declared closed.

(2) The alternative disciplinary procedure to that provided under Sections 75 and/or 76 of the Civil Service Law shall provide for a hearing by an independent arbitrator whose decision shall be final.

(3) The arbitrator shall confine him/herself to the precise issues submitted for arbitration and have no authority to determine any other issue(s) not so submitted to the arbitrator, nor shall the arbitrator submit observations or declarations of opinions that are not essential in reaching the determination. The arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties.

(4) The arbitrator may approve, disapprove, or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.

(5) The disciplinary action may be settled at any stage of the procedure. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

(6) When arbitration is invoked, and if an arbitrator cannot be mutually agreed upon between the Town, the employee or the PBA if representing the employee, then the arbitrator shall be selected by applying to PERB for a list of arbitrators. Thereafter, the arbitrator shall be selected by the alternate striking of names from the list provided.

(7) All fees and expenses of the arbitrator, as well as any cost(s) involved in the selection process, if any, shall be paid by the Town. The hearing shall be transcribed at no cost to the employee or the PBA.

E. **Command Discipline**

The Chief of Police shall have the right, upon agreement of the PBA and member, to impose command discipline with a penalty of not more than a loss of three (3) days accumulated leave (other than sick leave). Upon imposition of command discipline, a decision by the PBA and member to accept or reject the offer shall be made within a reasonable time. It is understood that command discipline is in lieu of the procedures outlined herein.

**ARTICLE XI**  
**LABOR MANAGEMENT COMMITTEE**

The parties agree to establish a Labor/Management Committee which shall meet on a quarterly basis, or more often as mutually agreed. The Committee shall consist of three (3) bargaining unit members, and three (3) members of the Town, which shall include the Police Chief and two (2) elected officials. This shall not preclude professional representation to either party. The PBA Vice President, if working, will be allotted time off to attend the meeting, which shall not cause overtime.

**ARTICLE XII**  
**INTERNET POLICY**

(See Attachment A)

**ARTICLE XIII**  
**DRUG TESTING POLICY**

(See Attachment B)

**ARTICLE XIV**  
**CANINE MEMORANDUM OF AGREEMENT**

(See Attachment C)

**ARTICLE XV**  
**SCHOOL RESOURCE OFFICER**  
**MEMORANDUM OF AGREEMENT**

(See Attachment D)

**ARTICLE XVI**  
**TERM OF AGREEMENT**

This Agreement shall be effective as of January 1, 2022, and all provisions hereof shall be retroactive to that date. It shall remain in effect until December 31, 2024.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals the day and year first above written.

Attest:

POLICEMEN'S BENEVOLENT  
ASSOCIATION OF SAUGERTIES,  
NEW YORK

By: \_\_\_\_\_

Jeremy Rushkoski, President

By: \_\_\_\_\_

Bill Lebeau  
Staff Director  
Council 82, AFSCME

TOWN OF SAUGERTIES,  
NEW YORK

By: \_\_\_\_\_

Fred Costello  
Supervisor

## *Attachment "A"*

### *E-Mail/Internet Policy.*

#### Acceptable Uses of the Internet and Town E-mail

The Town encourages the use of the Internet and e-mail because they make communication more efficient and effective. However, Internet service and e-mail are Town property, and they are to be used only to facilitate Town business. Every employee has a responsibility to maintain and enhance the Town's public image and to use Town e-mail and Internet access in a productive manner. The Town has established the following guidelines for using e-mail and the Internet. Any unauthorized or improper use of e-mail or the Internet is not acceptable and will not be permitted.

The Union shall have the right to use to the Email system to notify members of Union business (excluding partisan political activity or electioneering).

#### Unacceptable Uses of the Internet and Town E-mail

The Town e-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual orientation may be transmitted or forwarded using the Town system. No abusive, profane or offensive language may be transmitted through the Town's e-mail or Internet system. The Town's harassment policy applies in full to e-mail and Internet use. Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on the company's e-mail or Internet system or computers.

The Town e-mail and Internet system also may not be used for any other purpose that is illegal, against Town policy or contrary to the Town's best interest. Solicitation of non-Town business or any use of the Town e-mail or Internet system for personal gain is prohibited.

### Rules for Electronic Communications

Each employee is responsible for the content of all text, audio, or images that he or she places on or sends over the Town's e-mail or Internet system. Employees may not hide their identities or represent that any e-mail or other electronic communications were sent from someone else or someone from another company. Employees must include their name in all messages communicated on the Town's e-mail or Internet system.

Any messages or information sent by an employee to another individual outside the Town via Town e-mail or Internet system (including bulletin boards, online services or Internet sites) are statements that reflect on the Town. Despite personal "disclaimers" in electronic messages, any statements may be tied to the Town.

All communications sent by employees via the Town's e-mail or Internet system must comply with all Town policies and may not disclose any confidential or proprietary Town information.

If employees receive unsolicited e-mail from outside the Town that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately.

### Downloading Software

To prevent the downloading of computer viruses that could contaminate the e-mail or Internet system, no employee may download software from the Internet without prior authorization. Any and all software that is downloaded from the Internet must be registered to the Town. For authorization, please contact the system administrator.

### Copyright and Trademark Issues

Copyrighted and trademarked material that does not belong to the Town may not be transmitted by employees on the Town's e-mail or Internet system without permission from the holder of the copyright or trademark. Every employee who obtains access to the other companies' or individuals' materials must respect all copyrights and trademarks and may not copy, retrieve, modify or

forward copyrighted materials, except with permission or as a single copy for reference only.

#### System Security

The Town reserves the right to routinely monitor how employees use e-mail and the Internet. The Town may monitor to measure cost analysis/allocation and the management of the Town's gateway to the Internet. All messages created, sent or received over the Town's e-mail or Internet system are the Town's property and should not be considered private information. The Town reserves the right to access and monitor every message and file on the Town's e-mail or Internet system. Despite the existence of any passwords, employees should not assume that any electronic communication is private. Highly confidential information or data should be transmitted in other ways.

#### Violations

Any employee who violates these rules or otherwise abuses the privilege of the Town's e-mail or Internet system will be subject to the discipline provision of the Collective Bargaining Agreement. If necessary, the Town also reserves the right to advise appropriate officials of any illegal activities.



## *Attachment "B"*

### **TOWN OF SAUGERTIES Police Department**

#### **Drug Policy and Testing Plan**

#### ***PURPOSE***

The purpose of the Drug Policy and Testing Plan is to ensure:

- (A) A work environment where not only the citizens of the Town Of Saugerties, but the Saugerties Police Department personnel, are free from the risk of personnel who may be using illegal drugs;
- (B) The capability of all Saugerties Police Department personnel to perform their assigned duties at all times without being under the influence of drugs;
- (C) That members of the Saugerties Police Department share in the responsibility and understanding that when members of this Department, who may be using illegal drugs at any time, he/she is a detriment to themselves, other members of this Department and to the citizens we are sworn to protect. It is the obligation of all members to insure the safety of all concerned by reporting such conduct;
- (D) The understanding of the Saugerties Police Department personnel of the availability of the Employee Assistance Program in which, under confidentiality, they may request assistance and/or rehabilitation for drug use;
- (E) That Police Department personnel are cognizant of the ramifications of the use of illegal drugs at any time.

#### ***DEFINITIONS***

**COVERED EMPLOYEES:** All employees of the Saugerties Police Department.

**MEDICAL REVIEW OFFICER (MRO):** A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

**SUBSTANCE ABUSE PROFESSIONAL (SAP):** A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of controlled substances-related disorders,

**DESIGNATED EMPLOYER REPRESENTATIVE (DER):** An employer or individual(s) identified by the employer as able to receive communications and test results directly from medical review officers, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

**ADULTERATED SPECIMEN:** A urine specimen into which the employee has introduced a foreign substance.

**DILUTE SPECIMEN:** A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid (usually water) into the specimen either directly or through excessive consumption of fluids.

**SUBSTITUTED SPECIMEN:** A specimen that has been submitted by the employee in place of his/her own urine.

**SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES (SAMHS):** Formerly National Institute of Drug Abuse.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS):**

***EMPLOYEE ASSISTANCE PROGRAM (EAP)***

- (A) Personnel of the Saugerties Police Department have the availability of the Employee Assistance Program to seek assistance and/or rehabilitation in coping with problems of drug dependency and/or abuse.
- (B) Personnel seeking assistance shall notify either the coordinator of the Employee Assistance Program or contact the designated EAP agency. Contacts to these programs are under strict confidentiality.
- (C) Personnel may also be referred by another member of this Department. Any such referral shall maintain confidentiality for the affected member.
- (D) The Saugerties Police Department will grant a maximum total of two (2) sick leave periods during the member's career, as prescribed by the EAP Coordinator, a licensed counselor, and/or SAP for a member to receive treatment for drug dependency. A sick leave period will not be granted within twelve (12) months of a previous leave period.
- (E) Entry and participation in such treatment and rehabilitation must occur prior to the employee selection for random drug testing or selection for reasonable suspicion or post-incident testing.

## ***PROHIBITIONS***

### **Controlled Substance Prohibitions**

Employees must not:

- Report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform his or her job duties;
- Refuse to submit to any test;
- Adulterate, substitute or dilute any required specimen.

## ***TESTING***

### **Pre-Employment**

Conducted before applicants are hired.

### **Random**

Conducted on a random unannounced basis.

- Tests must be unannounced and spread throughout the calendar year. Random selection could result in an employee being selected for testing more than once in a calendar year.

### **Reasonable Suspicion**

Conducted when an employee's behavior or appearance is observed and that behavior is characteristic of the influence of controlled substances. The Town will require that two (2) trained supervisors or department officials verify and document the behavior.

### **Post Accident**

Conducted following every motor vehicle accident, which results in personal injury or more than \$1,000.00 in property damage. Should an employee require medical attention then that shall take precedence over the testing. Drug testing must occur within thirty-two (32) hours after the accident. If unable to test as required above, documentation as to why testing wasn't done must be provided.

### **Return to Duty**

Conducted prior to a return to duty after an individual who has engaged in prohibited conduct regarding drug use misuse; the employee shall undergo a "Return to Duty" drug test with a verified negative result, after completion of any recommended treatment program or action.

## Follow-Up

Following a positive test and subsequent return to work, unannounced follow-up drug testing will be required. A minimum of six (6) follow-up drug tests will be administered in the first twelve (12) months. An employee may be subject to follow-up testing for up to sixty (60) months after return to duty upon the recommendation made by the Substance Abuse Professional.

## **TESTING PROTOCOL**

Testing for drugs will be conducted by urinalysis.

## Drug Testing

Drug testing will be conducted by analyzing an employee's urine specimen. The analysis will be performed at laboratories certified and monitored by SAMHSA and DHHS. The employee will provide a urine specimen in a location that affords privacy; and the "collector" seals and labels the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification and integrity are not compromised. Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has 72 hours to request the split specimen be sent to another SAMHSA/DHHS certified laboratory for analysis at the employee's expense. If the split specimen proves to be negative, the Town will pay the expense. This split specimen procedure essentially provides the employee with an opportunity for a "second opinion."

The Medical Review Officer (MRO) is responsible for:

- The Notification Procedure

Upon a positive test result, the MRO must contact the employee directly on a confidential basis and determine whether the employee wants to discuss the test result. In making the contact the MRO must explain to the employee that if he/she declines to discuss the test result the MRO will verify a positive result.

The MRO must attempt to reach the employee using the day and/or evening phone numbers provided on the custody and control form (CCF), over a period of at least 24 hours using reasonable efforts.

- Documenting the attempts to contact the employee with dates and times.
- Contacting the Designated Employer Representative (DER).

## ***TESTING STANDARDS***

Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test;

	<u>Initial Test Level (ng/ml)</u>
Marijuana Metabolite	100 or 50*
Cocaine Metabolite	300
Opiate Metabolites	300**
Phencyclidine	25
Amphetamines	1000
Steroids	Levels to be determined

\* = Dependent upon laboratory set-up

\*\* = 15 ng/ml if immunoassay specific for free morphine

Concentration of drug at or above the following levels shall be considered a positive test result when performing a confirmatory GM/MS test on a urine specimen that tested positive using a technologically different initial screening method with ten panel drug screening:

Drug	Screening Threshold/Confirmation Threshold
Amphet	1000/500
Coc	300/150
Marij	50/15
Opiate	2000/2000
PCP	25/25
Barbiturate	300/300
Benzodiazepine	300/300
Propoxyphene	300/300
Methadone	300/300
Methaqualone pH/nitrites	300/300

## ***TESTING PROCEDURES***

### **Random Testing**

#### **Drug Testing**

Employees will be tested at a designated testing facility.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home and remain there until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment the employee must submit to a "Return to Duty" test with a verified negative result.

### Reasonable Suspicion

#### **Drug Testing**

Employee must be transported to the testing facility. Upon completion of the testing the employee will be transported home until the results are received by the (DER).

Upon receipt of a negative test result the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be evaluated by the Substance Abuse Professional (SAP) and a recommendation will be made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

The "Reasonable Suspicion Form," if the test result is positive, will be included in the employee's personnel file. If the test result is negative the form will be discarded. Upon written request, a covered employee may obtain copies of any records pertaining to the covered employee's use of controlled substances, including any records pertaining to his/her controlled substance tests.

### Post Accident

#### **Drug Testing**

The Town will be responsible for transporting the employee to and from the collection facility.

Until the Town receives the test results, the employee will not be allowed to perform his or her job duties.

Upon receipt of a negative test result, the employee will return to full duties.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home without pay and will not return to work until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment and must submit to a "Return to Duty" test with a verified negative result.

### Follow Up

Positive test results require the employee to submit to a minimum of six (6) follow-up tests for drug use during the first 12 months following the initial positive test result. The Substance Abuse Professional (SAP) may also require follow-up tests up to 60 months after return to duty.

### Test Results

All records are considered confidential and will not be shared with other employees. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review Officer (MRO), and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered employee is entitled, upon written request, to obtain copies of any records concerning his/her use of drugs, including any test records. If a covered employee initiates a grievance, hearing, lawsuit, or other action, the Town may release this information to the relevant parties.

### *CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT*

All covered employees must submit to drug testing.

REFUSAL to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test result.

The following actions may also constitute a refusal:

- Failure to show up for any test within a reasonable time after being directed to do so by the employer.
- Refusal to sign the certification provided by the Technicians.
- Deliberate failure or refusal to provide adequate breath or urine sample. If the employee is unable to provide an adequate breath or urine sample, the Town shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the Town, as soon as practical to determine the employee's medical ability to provide an adequate breath and/or urine sample. If the physician determines that a medical condition did (or could have) prevent the employee from providing an adequate sample the failure shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee's failure shall constitute a refusal.
- Engaging in conduct that clearly obstructs the testing process, e.g., adulteration or dilution of specimen.
- Claiming illness after notification of testing.

### ***DRUG TEST CONSEQUENCES***

A positive drug test will result in the immediate suspension without pay for sixty (60) calendar days. The employer may take additional disciplinary action depending upon the circumstances. A second positive drug test at any time during an employee's tenure with the Saugerties Police Department shall result in immediate and automatic termination.



## *Attachment "C"*

12/01/03

Revised 6/16/16

### *CANINE OFFICER SETTLEMENT AGREEMENT*

1. **WHEREAS**, this Agreement is reached between **THE TOWN OF SAUGERTIES** and **THE TOWN OF SAUGERTIES POLICE BENEVOLENT ASSOCIATION** and the department's K9 Officers, concerning the reasonable compensation of canine officers for any and all off-duty work, including, but not limited to, the caring, feeding, walking, grooming, and general maintenance of their assigned canines;

2. **WHEREAS**, the purpose of this Agreement is to state the legal duties and obligations of all parties and to reasonably compensate any and all canine officers for the off-duty caring, feeding, walking, grooming, and general maintenance of their respective canines, in full accordance with the Fair Labor Standards Act of 1938 ("FLSA");

3. **WHEREAS**, this Agreement was reached after extensive, good faith negotiations between the parties for the mutual benefit of all parties, and was not unilaterally imposed by any party to this agreement;

4. **WHEREAS**, it has been agreed by all parties that any canine officer will be compensated as follows:

a. For each calendar week that a canine is in the care and custody of an employee, the employee shall receive six (6) hours of pay at straight time. The compensation shall be calculated at the employee's regular rate of pay.

b. In no event shall the Canine Officer receive more than six (6) hours per week compensation for the care and custody of a canine.

c. All Canine Officers compensated under this Agreement shall be required to submit a monthly activity report to the Chief of Police regarding canine activity.

5. **WHEREAS**, all parties agree that six (6) hours is a reasonable number of hours attributed to the off-duty caring, feeding, walking, grooming, and general maintenance of the canines;

6. **WHEREAS**, the canine officers off-duty compensation for the above stated duties and responsibilities can only be adjusted, increased or decreased, after mutual negotiations concerning the reasonableness of the number of hours spent performing the above duties or responsibilities;

7. **WHEREAS**, any and all times the canines are not in the custody or possession of the canine officer, including, but not limited to, to kennel the canines, this time is not compensable;

8. **WHEREAS**, the canine officers fully understand the terms, conditions, and substance of the Police Department of the Town of Saugerties's Order/Mandate, entitled "Canine Officers Off-Duty Hours", whereby the canine officers are ordered and limited to spend no more than six (6) hours performing the above stated duties and responsibilities (see Order/Mandate attached as Attachment 1).

5/16/18

9. **WHEREAS**, the canine officers must immediately notify the Chief of Police in writing, when, for whatever reason, six (6) hours is no longer considered a reasonable number of hours by said canine officer;

10. **WHEREAS**, the canine officers fully understand that they are obligated to immediately notify the Chief of Police, or duly designated and authorized officer and failure to do so will not impute any knowledge whatsoever upon the Police Department of the Town of Saugerties;

11. **WHEREAS**, upon proper and appropriate notification, the Town of Saugerties will in good faith and within a reasonable time period enter into negotiations with said officers and/or their respective union to mutually and equitably resolve the issue in accordance with the Fair Labor Standards Act ("FLSA");

a. The Canine Officer may be assigned to those details as deemed necessary by the Chief of Police, such as, but not limited to, Halloween, Fourth of July, and other special details.

b. The Canine Officer agrees to perform as the Town of Saugerties Canine Officer for five (5) years from the date he takes possession of the canine.

c. The Canine Officer shall report to Headquarters prior to going on shift, unless he/she is called to a complaint; for the purpose of attending Roll Call, and at the end of each tour of duty.

12. **WHEREAS**, this Agreement contains the entire Agreement between the parties relating to terms, conditions, and obligations contained herein, and they completely supersede any prior written or oral agreements or representations concerning the subject matter hereof. Any oral representation or modification concerning this agreement shall be of no force and effect;

13. **WHEREAS**, the parties to this agreement agree that this agreement shall be governed by and construed under the laws of the State of New York and applicable federal laws;

14. **WHEREAS**, the parties to this agreement agree that any and all disputes and/or disagreements between the parties, concerning the terms, conditions or obligations stated in this agreement, will first seek resolution through arbitration pursuant to the Collective Bargaining Agreement between The Town of Saugerties and the Town of Saugerties Patrolmen's Benevolent Association;

15. **WHEREAS**, the parties to this Agreement agree that the provisions of this agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

## *Attachment "D"*

7/22/2016

### *MEMORANDUM OF AGREEMENT*

*By and Between*

*The Town of Saugerties*

*and*

*The Town of Saugerties Policeman's Benevolent Association*

WHEREAS, the Town of Saugerties ("Town") and the Town of Saugerties Policeman's Benevolent Association ("PBA") are signatories to a Collective Bargaining Agreement for the term January 1, 2010 through December 31, 2013; and

WHEREAS, the Town has designated a police officer who is a member of the PBA with the assignment of School Resource Officer ("S.R.O."); and

WHEREAS, the Town and the PBA wish to enter into this Memorandum of Agreement designating certain terms and conditions of employment to the employee assigned as the S.R.O.

NOW, as and for a Memorandum of Agreement, the parties hereto agree as follows:

1. While school is in session, the S.R.O. shall be assigned from 7:00 a.m. to 3:00 p.m. Any deviation from this will be agreed upon by the Town, Chief, the S.R.O. (the employee), and the PBA. From the first full week in July to the last full week in August, the employee who was assigned as the S.R.O. shall be assigned to the B Line with days off agreed upon by the Chief, the PBA and the employee.

2. The S.R.O. will be allowed to work the 3x11 shift as overtime, or any overtime which may become available to the S.R.O. through the current callout procedure. This will be allowed as long as said overtime does not conflict with the S.R.O. performing his duties.

3. The S.R.O. will be assigned to the Saugerties Junior/Senior High School 100% of the time. If incidents occur at the elementary schools which fall into the S.R.O.'s capacity, then he/she will be temporarily assigned to address these issues. The need may arise for the S.R.O. to

7/22/2016

leave the Saugerties Junior/Senior High (i.e. meals, home visits, etc.). When there is such an occurrence, the S.R.O. will notify school officials regarding same.

4. The S.R.O. will be allowed to use time off as needed as long as it does not interfere with his duties as S.R.O. (NOTE - It is recommended that the S.R.O. take the bulk of his/her time off during the summer months or while school is in recess, however situations may arise where he/she may need time off).

5. The S.R.O. will be provided with an office to enable him/her to perform his/her duties as S.R.O.

6. The S.R.O. will receive specific training and any training that may be applicable to the S.R.O. position. Any training which is not mandatory must be agreed upon by the Chief and the S.R.O.

7. The S.R.O. may perform security details (i.e. basketball games, dances, etc.) upon request of the school district and with the approval of the Chief.

8. This Agreement shall be contingent upon the Town having an S.R.O. If the Town eliminates the S.R.O., the S.R.O. will be subject to the work schedule contained in the Collective Bargaining Agreement.

9. The terms of this Agreement shall remain in effect until December 31, 2017.

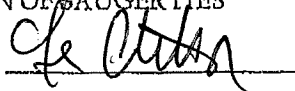
10. This Agreement shall be subject to review in conjunction with negotiations and/or Labor Management meetings.

Dated: ~~August~~, 2011

April 22, 2020

TOWN OF SAUGERTIES

By:



Dated: ~~August~~, 2011

April 1, 2022

TOWN OF SAUGERTIES  
POLICEMAN'S BENEVOLENT  
ASSOCIATION

By:

