

AGREEMENT

BETWEEN

THE CITY OF ALBANY, NEW YORK

AND

**THE ALBANY POLICE
SUPERVISORS ASSOCIATION**

January 1, 2006 – December 31, 2009

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STATEMENT OF FACTS

This Agreement, entered into by the City of Albany, New York, hereinafter referred to as the Employer, and the Albany Police Supervisors Association, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1: RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating and establishing salaries, hours and other conditions of employment and the administration of grievances for the term of this Agreement for all Lieutenants and Sergeants employed by the Police Department of the City of Albany, New York, as certified by the Public Employment Relations Board.

ARTICLE 2: UNION SECURITY

2.1 Check off of Union Dues - Agency Shop and Other Deductions

2.1.1 All employees covered by this Agreement shall tender their membership dues to the Union by signing the authorization cards provided by the Union for payroll deduction of Union dues.

2.1.2 The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer from the pay of all employees who have executed such authorization for payroll deduction of Union dues, and maintain such deductions in accordance with the terms and conditions set forth on the form.

2.1.3 Employees who do not desire to become members of the Union shall be required to pay to the Union a service charge in the amount equal to Union dues. The Employer agrees to make and submit such service charge deductions to the Union in the same manner as provided for membership dues.

2.1.4 The Employer agrees to make separate deductions for the Union sponsored disability and life insurance program and Credit Union. The Employer shall maintain such deductions in accordance with the terms and conditions appearing on the appropriate authorization card provided by the Union or appropriate authority.

2.1.5 The Union shall hold the Employer harmless against

any and all suits, claims, demands and liabilities arising out of any action of the Employer in connection with payroll deductions of Union or other deductions made pursuant to this Agreement.

2.1.6 All payroll deductions authorized by Section 2:1 shall become effective the date the appropriate form designates or, if none, when it was signed by the employee, and deductions from the pay of the employee shall begin by the second payroll period after receipt of the form by the Employer.

2.1.7 All dues, deductions and all disability and life insurance deductions shall be remitted separately each month to Albany Police Supervisors Association, PO Box 3130, Albany, NY 12203, or to the address designated by the Union, together with a list of names of those employees from whom such deductions have been made.

2.1.8 Any change in the amount of Union dues to be deducted must be certified by the Local Union in writing and be forwarded to the Employer. Such change shall be implemented within the next two (2) payroll periods after receipt of the certification by the Employer.

2.2 Notification of New Employees

2.2.1 The Employer agrees to submit to the Union the names of any officers promoted to the rank of Sergeant, and Sergeants promoted to the rank of Lieutenant, and any Lieutenant promoted to the rank of Captain or above, their division or unit, their home address and their rank, within one (1) week of such change.

2.2.2 Two Union Representatives designated by the President of the Local Union will be granted two (2) hours to present a packet containing Union membership and payroll deduction authorization cards, and other information concerning the Union, to all new Sergeants and Lieutenants at a time and date mutually agreed upon between the parties. This time and date shall be prior to the new Sergeants' and Lieutenants' completion of the orientation programs.

2.2.3 The time and date mutually agreed upon between the parties shall take place ten (10) work days prior to such Union presentation.

2.3 Access to Premises

2.3.1 The Employer agrees to permit representatives of the International Union, Union Council or Local Union to enter the premises of the Employer at any hour after permission from the immediate supervisor, or his designee, is granted, to discuss working conditions with employees. Such representatives or the discussions shall not interfere with the performance of duties assigned to the employee. This request shall not be unreasonably denied. Access to records or documents shall be obtained through the Freedom of Information Act.

2.4 Bulletin Boards

2.4.1 The Employer agrees to provide bulletin boards for the exclusive use of the Union to post notices and other Union information at each of the following work installations and any newly created work installation, to be shared by all

bargaining units in that installation.

South Station	(7)
Center Station	(1)
Public Safety Building	(2)
526 Central Avenue	(2)
Stevens Farm	(1)

2.5 Printing of Agreement and Distribution to Employees

2.5.1 The Employer shall be responsible for the full cost and preparation of this Agreement as follows:

- (a) shall provide the Union with sufficient copies for distribution to all employees in this bargaining unit;
- (b) the Agreement shall be printed in handbook form;
- (c) the Agreement shall be printed in a Union shop within 45 days of ratification; and
- (d) the Employer shall furnish a copy of this Agreement to each person promoted to this Union during the term of this Agreement

2.6 Union Activities on Employer's Time and Premises

2.6.1 The Employer agrees that during working hours and for reasonable periods of time on the Employer's premises and without loss of pay, the Union President and employees at each facility designated as Union Representatives, whose names are submitted to the Chief in writing by the Union, shall be allowed to engage in the following activities when necessary: post Union notices and literature, transmit communications authorized by the Local Union or its officers to , the Employer or his representative at each facility, consult with the Employer or through his representatives concerning the enforcement of any provisions of this Agreement at a mutually agreed time.

2.7 Contract Negotiations

2.7.1 Subject to the operating needs of the Department, the Union President and two (2) other employees to be designated by the President in writing to the Chief shall be allowed release time with pay to participate in negotiations with the Employer. All time spent in a negotiating session which occurs during any employee's off duty hours, up to a maximum of eight (8) hours, shall be deducted from that employee's next tour of duty. The employee will be credited with the time on the books if the employee cannot be released from his next tour of duty. The time spent by employees at negotiation sessions shall be considered as time worked if the employee is scheduled to work during that time. If the employee is not scheduled to work during

the negotiation session and preparation therefore, the employee shall receive compensatory time.

2.7.2 Any employee desiring release time pursuant to this Section shall notify his commanding officer of the need for release time, and the superior officer shall grant such request subject to the availability of adequate covering personnel.

2.7.3 For the negotiations concerning the successor collective bargaining agreement, the time spent by employees at negotiation sessions shall be considered as time worked if the employee is scheduled to work during that time. If the employee is not scheduled to work during the negotiation session and preparation thereof; the employee shall receive compensatory time.

2.8 Union Business Leave

2.8.1 Members of the Executive Board of the Local Union shall be allowed a maximum of six (6) hours per month to attend Executive Board meetings of the Local Union. This will be subject to staffing needs but shall not be unreasonably denied. Officers will be subject to emergencies while at such meetings. A list of members of the Local Union Executive Board shall be sent to the Chief of Police, such list to be updated as changes occur.

2.8.2 During the term of this Agreement, the President of the Union shall, at his/her option, be assigned to a day

shift, Monday through Friday, with weekends off. This option may be exercised twice by the President during the term of this Agreement. The Chief of Police shall have the option to allow such change more than twice. It is agreed that the President, based upon the above option, shall be returned to his/her regular job assignment which he or she held at the time of being elected President at such time he or she no longer holds the office of President.

2.9 Labor/Management Committee

2.9.1 To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, a joint Labor/Management Committee shall be established to discuss the implementation of this Agreement and other matters of mutual interest.

2.9.2 Meetings will be held as necessary, but at least quarterly. Written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Special meetings will be scheduled as soon as possible.

2.9.3 Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular working hours. Management shall make every effort to reschedule shift assignments or days off so that meetings fall during working hours of the Union's representatives.

2.9.4 Labor/Management Committee meetings shall be conducted in good faith. This Committee shall have no power to contravene any provisions of this Agreement.

The parties shall issue joint meeting minutes and letters of understanding. Any arrangement which is the subject of a letter of understanding or joint meeting minutes shall not be altered or modified by the Employer without prior discussion and consultation with the Union. Any letter of understanding reached hereafter by the parties and signed by the Union and Chief or Deputy Chief shall be incorporated herein by reference and added as an addendum hereto, provided that in the event that any such letter of understanding is in conflict with this Agreement, then this Agreement shall prevail.

2.9.5 Staff representatives of the parties may render assistance to the Labor/Management Committee as necessary to fulfill the objectives of this Article, and may participate in all such meetings.

2.10 Safety Meetings

2.10.1 Any issue concerning a safety hazard or unsafe condition raised by either the Union or the Employer shall be referred to the Labor/Management Committee for discussion and resolution in an expeditious manner.

2.11 Employee Relations Transfers

2.11.1 When the Chief, or his designee, intends to transfer an employee for employee relations purposes, he shall meet with the Associations Labor/Management Committee, as delineated in Section 2.9.1, to discuss the transfer of said employee.

2.11.2 The decision to transfer an employee will be within the sound discretion of the Chief, or his designee, made upon the advice of the Union members of the Committee. Disputes over the Chief's, or his designee's, decision may be taken directly to arbitration pursuant to 3.7 of the contract on the question of whether the Chief's decision is arbitrary or capricious. An employee transferred under this provision shall not be eligible to bid on another vacancy for one(1) year from the date of his transfer unless the Chief, or his designee, sets a shorter period.

2.11.3 Transfers under this Section shall not be considered a disciplinary measure, and no such inference shall appear in the employee's personnel file. Prior to any decision to transfer the employee shall be given an opportunity to be heard by Labor-Management. All transfer related meetings shall be confidential between the parties.

ARTICLE 3: GRIEVANCES AND ARBITRATION

3.1 General

3.1.1 It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or operation of this Agreement.

3.1.2 No provision in this Agreement shall be interpreted to require the Union to process a grievance of an employee at any stage of the grievance procedure if the Union considers the grievance to be without merit.

3.2 Definitions

3.2.1 “Employee” shall mean any person employed by the Albany Police Department covered by this Agreement.

3.2.2 “Grievance” shall mean any disputed matter pertaining to conditions of employment, including the meaning, application and interpretation of this Agreement.

3.2.3 “Immediate Supervisor” shall mean the officer of the next higher level of authority who normally supervises the employee’s work and approves his time record or evaluates his work performance.

3.2.4 “Work Day” shall mean all days other than Saturday, Sunday, legal holidays recognized by this Agreement, and any holiday declared by the Mayor of Albany.

3.2.5 “Division Head or Unit Head” shall mean the person so designated by the Chief of Police as the Head of the Division or Unit.

3.3 Matters Relevant to Grievance Procedures

3.3.1 The time limits set forth in Articles 3 and 4 are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the Union to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limits set forth will entitle the Union to proceed to the next step of the grievance procedure.

3.3.2 Any step of the grievance procedure maybe bypassed by mutual agreement, in writing.

3.3.3 In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Chief of Police, or his designee.

3.3.4 A grievance must be originally presented in writing within fifteen 15 work days of its occurrence or within fifteen (15) work days of when the Union or the Employer should have had knowledge of its occurrence.

3.4 Union Stewards and Representatives

3.4.1 Employees selected by the Union to act as Union representative shall be known as “Stewards”. The names of employees selected as Stewards, and the names of other Union officers and representatives who may represent employees, shall be certified in writing to the Chief by the Local Union President, and shall be updated as changes occur.

3.4.2 At Steps 1 and 2 of the grievance procedure, Union Stewards and authorized Union officers shall have the right to investigate and process grievances for reasonable periods of time during their regular working hours without loss of pay. Unless otherwise impractical, the appropriate Union Steward shall investigate and process grievances at these steps. Employees seeking release time to process a grievance must receive permission from their Unit Commander. Permission shall be granted unless such leave shall cause serious interference with operations of the Unit.

Should such occur, arrangements shall be made to relieve such Union representative as soon as possible.

3.4.3 The Grievance Committee Chairman, the aggrieved employee, and, necessary witnesses shall suffer no loss of time or pay, or be required to charge accrued leave credits as the result of time spent in attending grievance or disciplinary arbitrations or Civil Service hearings during their regular working hours.

3.5 Rights of the Parties

3.5.1 Either party may inspect and copy, upon written request, any written statements of witnesses or records which are relevant to the grievance and which are in the possession of the other party in advance of the date of such hearing and no later than five workdays from the request. The parties will acknowledge in writing receipt of these materials.

3.6 Grievance Procedure

3.6.1 Prior to initiating a formal written grievance pursuant to this Article, the employee or the Union is encouraged to resolve disputes subject to this Article informally by reviewing them with the appropriate immediate supervisor.

Step 1: The Union Steward, or other authorized

representative of the Union, with or without the grievant, shall submit the grievance in writing on a form provided by the Union, setting forth the facts of the grievance and the relief sought to the appropriate Division or Unit Head. The Division or Unit Head shall investigate the grievance and may hold a meeting with the authorized representative of the Union, and shall, in any case, render his decision in writing within five (5) work days of the receipt of the written grievance from the Union, to the Union Steward or other authorized representative of the Union, whichever the case may be.

Step 2: If the grievance is not settled at Step I within the time limits set forth above, the grievance may be submitted within ten (10) work days of the date such decision is received by the Local Union President or his authorized representative to the Chief of Police, or his designee. A meeting shall be held between the Chief of Police, or his designee, and the Union Grievance Committee not later than five (5) work days after the date the grievance is submitted at this step. For the purpose of this procedure, the Union Grievance Committee will consist of no more than three (3) employee representatives who shall be allowed release time with pay to attend such meetings. The Chief of Police, or his designee, shall transmit to the Union Grievance Committee Chairman his decision in writing on any grievance matter within five (5) work days after the date that such meeting was held.

Step 3: If the grievance is not settled at Step 2, the Union may, within fifteen (15) work days of receipt of the Chief, or his designee, refer the grievance to arbitration.

3.7 Arbitration Procedure

3.7.1 Should the Union desire that an unresolved grievance be submitted to arbitration, the notice of the demand for arbitration, together with the copy of the grievance, shall be sent by the Union by registered or certified mail to the Corporation Counsel of the City of Albany and to the Public Employment Relations Board, who shall select the arbitrator according to the provisions of 3.7.2.

3.7.2 Each member of the arbitration panel shall be assigned a number in rotation. The first arbitrator who is able to schedule a hearing within thirty (30) calendar days of his appointment shall serve as the arbitrator. The arbitrator shall be governed by the Voluntary Grievance Arbitration Rules of the Public Employment Relations Board.

3.7.3 Arbitrators shall be requested to render their decisions on any matter submitted to arbitration within fifteen (15) calendar days of the date that the arbitration hearing was held, or within fifteen (15) calendar days of the submission date of any written briefs, should such be required.

3.7.4 No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this Agreement. The decision of the arbitrator shall be final and binding of both parties.

3.7.5 The expenses and fees of the arbitrator shall be shared equally by the parties. Arbitrators selected for the permanent panel shall agree to a seventy-two (72) hour cancellation or adjournment notice without charge.

3.7.6 Appendix "A" to this contract constitutes the

permanent arbitration panel. There shall be a review of Appendix “A” for any additions or deletions as requested by either party.

ARTICLE 4: DISCIPLINE

4.1 Exercise of Rights

4.1.1 No permanent employee shall be disciplined or otherwise removed except in accordance with the provisions of this Article.

4.1.2 An employee against whom a disciplinary action or measure is pending may elect to follow Sections 75 and 76 of the Civil Service Law or the procedure set forth hereunder. The employee’s selection of one shall preclude the use of the other.

4.1.3 The parties to this Agreement recognize that a certain amount of discipline is necessary for the efficiency of the operation of the Department. It is therefore agreed that the following disciplinary measures may be imposed on an employee for misconduct or incompetence:

-Oral Reprimand/Warning

-Written Reprimand/Warning

-Loss of Leave Credits

-Suspension Without Pay

-Demotion

-Discharge

4.1.4 The Commanding Officer may impose summary discipline for the violation of the following rules and regulations:

- a. Absent Over Leave
- b. Absent Without Leave
- c. Grooming Code
- d. Uniform or Dress Code
- e. Any and All Offenses by Agreement of the Parties in Writing

The procedure for Commanding Officer discipline shall be:

- For the first incident, the discipline shall be an oral reprimand;
- For the second incident, occurrence within a reasonable period but not to exceed twelve (12) months, the discipline shall be a written reprimand;
- For the third incident, occurrence within a reasonable period but not to exceed twelve (12) months, the discipline shall be a suspension or loss of leave credits of up to three (3) work days.

4.1.5 The procedure of 4.1.4 is optional, but shall be encouraged to correct deficiencies in an employee's work habits. If formal written charges are filed pursuant to this Article, the formal disciplinary procedure set forth in this

Article shall be followed. The Union will be given a copy of any actions taken under this Section.

4.1.6 Any discipline administered pursuant to the procedure set forth in 4.1.4 shall be subject to the grievance and arbitration procedure. An employee shall be entitled to Union representation during all stages of the disciplinary process.

4.1.7 Whenever the Employer seeks imposition of discipline beyond the Commanding Officer level, the employee shall be served a written notice of the specific charges being brought against him and the proposed penalty. The notice of discipline shall contain a detailed description of the charges, including dates, times and places. A copy of the charges shall be sent to the Union at the same time it is sent to the employee.

4.1.8 No disciplinary action or measure beyond Step 2 of 4.1.4 shall be imposed upon an employee prior to the exhaustion of the appeal procedure set forth herein. An employee may, however, be suspended without pay pending the outcome of such proceedings only if the Employer determines that there is probable cause to believe that the employee's continued presence on the job represents an actual danger to persons or property, or would severely interfere with operations. Suspensions without pay may not exceed thirty (30) calendar days. An employee shall not be entitled to pay, however, during any period in which the Union or the employee is not ready to proceed, or the hearing is adjourned at the request of the Union or the employee, or the Union or the employee obtain a stay of arbitration, If

the employee is suspended without pay, the determination shall be reviewable by an arbitrator. Before any suspension begins, the disciplined employee, upon his request, will be allowed to discuss the matter with his Union Steward or other authorized representative of the Union before he may be required to leave the premises or his duty assignment. The Employer will make an area available for this purpose. Disciplinary charges shall be served within ten (10) work days of any official verbal notification.

The demand for arbitration filed by the Union shall list two separate proposed dates for the arbitration hearing during a period from fourteen (14) calendar days to and including thirty-five (35) calendar days from the date of filing its demand. Within seven (7) calendar days from the receipt of the demand, the City shall select one of the proposed dates.

The Public Employment Relations Board, the contractual arbitration agency, shall select, in rotating order from the mutually selected panel of arbitrators, the arbitrator whose place on the panel entitles him or her to hear the case. If he or she is not available on such date, PERB, with reasonable dispatch, shall canvass the remaining members of the panel in their regular rotation until one of the arbitrators is available on the date selected for the hearing,

4.2 Appeals Procedure

4.2.1 An employee against whom disciplinary charges are brought shall have the right to appeal such action. Upon

receipt of such notification, an employee shall have eight (8) calendar days to file with the Chief of Police a written response to the charges, a copy of which shall be sent to the Union. The employee, in his response, may deny the charges and accept the penalty proposed, or admit the charges but reject the penalty proposed. Should the employee deny the charges, or admit the charges but reject the penalty proposed, he shall also include in his response whether he desires to utilize Sections 75 and 76 of the Civil Service Law or the procedures set forth in this Article, and whether he desires to be represented by the Union or his own attorney.

4.2.2 Except as provided in 4.1.4 of this Article, it is understood that any penalty proposed may not be implemented until the employee:

- a) fails to file a response within eight (8) calendar days of the service of notification of discipline, or
- b) having filed a disciplinary grievance response, fails to file a timely appeal to arbitration, or a request for a Civil Service hearing, whichever the case may be, or
- c) having appealed to arbitration, until and to the extent that it is upheld by a disciplinary arbitrator.

4.2.3 In any case where an employee, in his response to the charges, disagrees with the penalty proposed or denies

the charges brought against him, the Chief of Police, or his designee, shall meet with the Union Grievance Committee within ten (10) work days of receipt of the employee's response in an effort to resolve the matter. Any settlement shall be reduced to writing. Under no circumstances may an employee be required to execute a settlement without being afforded a reasonable opportunity to have a representative of the Union or his own attorney present. A copy of any settlement shall be provided to the Union.

4.2.4 If the matter is not resolved at the meeting with the Chief of Police or his designee, then the employee, within ten (10) work days of the date the meeting is held, may file for arbitration as provided for under Article 3.7 of this Agreement, or request a Civil Service hearing, whichever the case may be.

4.2.5 Disciplinary arbitrators shall confine themselves to determinations of whether an employee is guilty or innocent of the charges being brought against him, and whether the proposed penalty is arbitrary or capricious. Such arbitrator shall neither add to, subtract from, nor modify any provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension pursuant to 4.1.3 of this Article, shall be final and binding upon the parties. If the arbitrator, upon review, finds probable cause for the suspension, he may consider such suspension in determining whether the proposed penalty is arbitrary.

4.2.6 In a disciplinary arbitration, the burden of proving the employee's guilt by a preponderance of evidence shall be that of the Employer.

4.2.7 Upon request of either party, the disciplinary arbitrator shall schedule a pre-hearing conference reasonably in advance of the arbitration date.

4.3 Rights of the Parties

4.3.1 Either party may inspect and copy, upon written request, any written or recorded oral statements of witnesses or records which are relevant to the disciplinary charges and which are in the possession of the other party, in advance of the date of such proceeding and no later than five (5) workdays from the request. The parties will acknowledge in writing receipt of these materials.

4.3.2 The Grievance Committee Chairman, the Local Union President, or his designee, the aggrieved employee, and necessary employee witnesses, shall not suffer any loss of time or pay, or be required to charge accrued leave credits as the result of time spent in any disciplinary hearing or arbitration proceeding during their regular working hours.

4.3.3 No employee shall be coerced or intimidated, or suffer any reprisal, either directly or indirectly, including changes that may adversely affect his hours, wages or working conditions, as the result of his exercising the rights guaranteed by this Agreement.

4.3.4 Work shift changes or reassignments shall not be considered a disciplinary measure but may be made by the Chief, or his designee, in the exercise of his sound discretion, pending the determination of serious disciplinary charges.

4.3.5 No employee shall be brought up on disciplinary charges for acts which occurred more than one (1) year prior to the serving of disciplinary charges upon him, except that the above limit shall not apply to acts which, if proved in a court of appropriate jurisdiction, would constitute a crime.

4.3.6 Time Out on Suspension

Notwithstanding the provisions of subsections 10.1.1, 12.1.3, 13.1.2 and 17.1.3 of this Agreement, bargaining unit members shall not accrue vacation credits or receive roll call pay, holiday pay, and uniform cleaning allowance for any period of time during which the bargaining unit member is out on suspension pending the outcome of criminal charges and/or internal departmental charges. In the event that the bargaining unit member should subsequently be found not guilty of all pending criminal and departmental charges related to the suspension, then he or she shall be reimbursed for that portion of the vacation credits, roll call pay, holiday pay, and uniform cleaning allowance not paid during the suspension.

ARTICLE 5: DEPARTMENTAL INVESTIGATIONS

5.1 Responsibilities of the Employer

5.1.1 Because of the important public trust exercised by all members of the Albany Police Department and the

importance of maintaining that trust and the integrity of the Department, it is the responsibility of the Department to investigate promptly and thoroughly every complaint and accusation made against a police officer in order to protect that officer, the Department and the residents of the City of Albany. Written notice shall be given to an employee of any and all investigative findings or conclusions.

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

5.2 Responsibilities of Employees

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

5.3 Questioning of Employees

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

5.3.2 Before any questioning begins, the employee shall be informed, in writing, if the employee is a potential witness or target and who will be in attendance. If the employee is a potential target; he shall be informed of the specific purpose of the investigation. If the investigation could lead

to criminal charges, the employee shall be apprised of his constitutional rights.

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

5.3.4 In all cases where an employee is to be questioned concerning an alleged violation of Department Rules and Regulations which, if proven, may result in a criminal action or departmental charges against the employee, he shall be afforded an opportunity to consult with an attorney or a representative of the Union for a reasonable period of time before any questioning begins.

5.3.5 An attorney or Union representative may, upon request of the employee, be present where the questioning could result in criminal charges against the employee, but only for the purpose of counseling the employee.

5.3.6 The questioning of an employee who is a target shall be either recorded electronically or by a stenographer, unless waived by mutual request. If recorded, the employee shall receive a copy of such recording.

5.3.7 The procedural requirements set forth above shall not apply to circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of any employee.

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

ARTICLE 6: PERSONNEL RECORDS

6.1 Personnel Record Review

6.1.1 All employees covered by this Agreement shall have the opportunity, in the presence of supervision, of reviewing their personnel file maintained by the Albany Police Department. This file shall contain their personnel application, evaluations, and all letters of commendation, reprimand, suspension, fines, demotions and any and all actions that have taken place during his employment with the Albany Police Department.

6.1.2 No letter of criticism, poor evaluation, or any other document which is derogatory in nature may be placed in an employee's official personnel file without the employee first having an opportunity to review such action. Should an employee, upon review of such action, disagree with all or part of any such letter, he shall have the right to place a response into his personnel file and seek removal of any part or all of the document by filing a grievance, which may be processed to the third step of the grievance procedure.

6.1.3 When the Employer receives any letter of commendation or evaluation, it shall be placed in the official personnel file, and the employee involved shall receive a copy at the same time.

ARTICLE 7: DEPARTMENTAL RULES, REGULATIONS AND PROCEDURES

7.1 Review

7.1.1 The Employer agrees that all present work rules and regulations and standard operating procedures of the Albany Police Department are subject to review by the joint Labor/Management Committee.

7.1.2 Such rules and regulations and standard operating procedures shall be reduced to writing and distributed to all employees.

7.1.3 All work rules shall be reasonable and be uniformly applied and enforced. Any dispute over reasonability of work rules which involves issues which are within Management's rights are not subject to the grievance procedure.

7.1.4 Employees are required not only to abide by the contract, but also to comply with all rules and regulations as promulgated by Management not inconsistent with this Agreement. Should there be any doubt as to the employee's obligation, he shall comply with the rules and grieve if he feels he has been wronged.

ARTICLE 8: SENIORITY

8.1 Definition

8.1.1 Seniority shall be defined to mean an employee's continuous length of service in rank as a Sergeant or Lieutenant with the Albany Police Department from the date appointed to Sergeant or Lieutenant, and shall apply to all benefits provided by this Agreement; however, when an employee holds the title of Detective only, his length of service in title may be counted for the purpose of shift preference or duty assignment within the Detective Office. Should a tie occur among employees, it shall be broken by first considering the highest score on the Civil Service List from which the appointment was made. If a tie remains, it shall be broken by considering the employee's total length of service with the Albany Police Department. If a tie still remains, it shall be broken by Academy ranking. Notwithstanding these tie-breaking procedures, if a tie exists between a lateral transfer and an academy recruit who were hired by the City on the same day, the lateral transfer will prevail; and if a tie exists between lateral transfers who were hired on the same day, the tie shall be broken by granting preference to the officer with the greater prior full-time service as a police officer. With regard to lateral transfers from another municipal police Agency within New York State, in the event that more than one lateral transfer is hired on the same day, seniority between said lateral transfers will be determined by the original date of hire by the previous agency. In the event that lateral transfers and police recruits are hired on the same day, the transfer will be considered senior to the police recruits entering the Academy.

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

8.2 Seniority Lists

8.2.1 Every six (6) months, the Employer agrees to furnish the Local Union an up-to-date seniority list. The seniority list will show the names, rank, date of appointment to the Department and date of appointment to present rank.

8.3 Breaks in Continuous Service

8.3.1 For the purpose of seniority, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. However, if an employee returns to work in the bargaining unit from any of the above or from an authorized leave of absence without pay within one (1) year, the break shall not constitute an interruption of continuous service for the purpose of this Agreement.

ARTICLE 9: WORK FORCE CHANGES

9.1 Filling of Vacancies in Positions of Detective Sergeant, Detective Lieutenant and Other Non-Competitive Titles

9.1.1 Whenever an opening occurs in the Detective Office for the position of Detective Sergeant or Detective Lieutenant, or as a result of the development of establishment of a new non-competitive job classification, whether such positions are higher paying or not, a notice of such openings shall be posted on all Department bulletin boards. The notice shall state job title, number of openings, job description, rate of pay, minimum requirements necessary, and desired qualifications. Such notification shall be posted for a period of ten (10) work days. It is the responsibility of the Employer to notify employees on vacation or sick leave of said posting within five (5) work days.

9.1.2 An employee wishing to apply for the open position may submit an application in writing to the Chief no later than ten (10) work days after the job opening was first posted or, if circumstances so necessitate, within the shorter period provided for in 9.1.1. The application shall contain any information requested by the notice and any other information the applicant feels is relevant. Personal interviews may be requested in the application. Applications not received by the Chief by the expiration date of the posting period shall be disqualified.

9.1.3 The Employer shall fill such job openings from among those employees who have applied, who meet the standards of the job requirements. If there is more than one (1) employee who is equally qualified for the job, then such position shall be filled by selecting from among those equally qualified the employee with the greatest seniority. If no employee has bid, or the Employer determines that no bidder has the appropriate qualifications, the opening may be filled by the Chief in a manner he deems appropriate. The job vacated by a successful bidder shall be filled according to the provisions of this Article. Disputes over selections made by the Chief shall be subject to the grievance procedure only on the question of whether the Chief's selections were arbitrary and capricious. Selections for job openings shall be made within ten (10) calendar days of the expiration of the bidding.

9.1.4 A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer on all Department bulletin boards within two (2) work days of the selection by the Employer, and such posting shall be for a period of at least two (2) weeks. The Employer shall make every reasonable effort to transfer the successful bidder within thirty (30) calendar days of selection. If the transfer is not made within the thirty (30) calendar days, he or she will be notified in writing of the reasons therefore.

9.1.5 Any employee selected for a position in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) calendar days, but in no case to exceed ninety (90) calendar days. If, after the time permitted, the Employer determines such employee cannot carry out the responsibilities of the position for which he

was selected, or the employee voluntarily relinquishes such position, the said employee shall be restored to his former position and former assignment, if the assignment is still available. The open position will then be offered to the employee who was next on the list of those who had qualified during the original bidding period. A successful bidder who has satisfied the trial period or who is still in the trial period may not bid again until a minimum of twelve (12) months have passed from the date of his selection. This requirement may be waived at the discretion of the Chief

9.1.6 It is agreed that the Union Labor/Management Committee shall meet with the Employer for the purpose of discussing the establishment of job requirements and specifications for any positions presently in existence or to be created. The Union shall be notified at least thirty (30) days prior to the creation of any new bargaining unit positions.

9.2 Filling of Vacancies, General

9.2.1 For purposes of this Section, an opening shall be defined as a permanent job opening on any work shift or job assignment that the Employer intends to fill.

9.2.2 When such opening occurs, a notice shall be posted on all department bulletin boards. The notice shall state the rank, job description, number of openings, minimum job requirements, desired special qualifications and person to whom the application should be submitted. The notice shall be posted for ten (10) work days, during which time an employee may submit his application. An application not received within the posting period shall be disqualified.

It is the responsibility of the Employer to notify employees on vacation or sick leave of said posting within five (5) work days.

9.2.3 Openings within Center Station, South Station and Traffic shall be filled on the basis of seniority, provided the applicant has the ability to do the job.

9.2.4 Openings within any specialized units shall be based on qualifications, experience, prior work performance, special training or skills, and reasonable educational requirements applicable to the job. Where two (2) or more applicants are equally qualified, seniority shall govern.

9.2.5 Disputes concerning the application of this Section shall be subject to the grievance procedure only on the question of whether the Employer's decision was arbitrary and capricious.

9.2.6 A successful applicant may not apply for another opening within one (1) year of his selection.

9.2.7 If no employee applies for an opening covered by 9.2.3, then the opening shall be filled provisionally or by inverse seniority.

9.2.8 If no employee applies for an opening covered by 9.2.4, or no employee who applies is qualified, then the Employer may fill the opening by training the employee who most closely meets the qualification or according to the applicable provisions of the Civil Service Law.

9.2.9 The Employer shall make every reasonable effort to transfer the successful bidder within thirty (30) calendar

days of selection. If the transfer is not made within the thirty (30) calendar days, he or she will be notified in writing of the reasons therefore.

9.3 Temporary Openings

9.3.1 Temporary openings within rank that occur because of illness, vacation, leaves of absence, which can be reasonably anticipated to last more than five (5) work days, shall be filled on the basis of seniority, provided the employee is able to perform the work required.

9.3.2 Temporary Position, after being posted by the Chief for 10 days (unless he requests otherwise) shall be filled by seniority and based on the qualifications, experience, and other reasonable requirements applicable to the job posted, for no more than one hundred -twenty (120) days, unless it is mutually agreed upon by the Labor - Management Committee to extend such temporary posting.

9.4 Transfers and Reassignments

9.4.1 An employee desiring to transfer to another unit or squad for personal reasons shall submit an application, in writing, to his Commander. The application shall state the reason for the requested transfer or reassignment. The Employer may, after consultation with the Union, grant such request. The Employer shall not be required to disclose in any forum the nature or circumstances of the employee's request unless the employee consents in writing. Answers to such request shall be made within two (2) work weeks.

9.4.2 The Employer may, for reasons other than filling

temporary openings, temporarily reassign an employee from one unit or shift to another, provided the reason for such temporary reassignment is for a valid police purpose and is given to the employee. Where such reassignment does not involve a change in the duties of the employee involved, and if not made for special or extenuating reasons, the Employer shall transfer the least senior employee on the corresponding work shift in the unit from which the transfer is to be made.

9.4.3 Transfers from any unit for the purpose of decreasing that unit's strength shall be made on the basis of inverse seniority.

9.4.4 Employees transferred or reassigned to another unit or squad shall receive the necessary training and equipment to properly perform the duties assigned to them.

9.4.5 Employees shall be given at least seven (7) calendar days' notice of transfer, unless there are emergency reasons for the transfer.

9.5 Out-of-Title Work

9.5.1 Whenever it becomes necessary for the Employer, because of a temporary vacancy in a higher title or rank, to temporarily fill such positions with an employee in a lower title or rank, the filling of such temporary vacancy shall be made initially from among those employees in the immediate unit the temporary vacancy occurred, and the assignment shall be made on the basis of seniority, provided the employee is able to perform the work required. Any employee assigned to fill such temporary

opening shall be paid the higher rate of pay established for the position he is temporarily filling.

9.6 Promotion and Filling of Vacancies in Competitive Classifications

9.6.1 Whenever a job opening occurs in a competitive Civil Service job classification, candidates shall be selected first from a special military list, secondly from a preferred list, and thirdly from a promotional list before any other considerations are made.

9.6.2 If an employee is bypassed on a promotional list, the Employer shall, upon request, inform the employee of the reason for that decision.

9.6.3 Upon the exhaustion of all Civil Service eligibility lists, selection of employees for provisional appointments to such job openings shall be made in accordance with this Article.

9.7 Probationary Period

9.7.1 Any employee who receives a permanent appointment to fill the position of Sergeant or Lieutenant shall be subject to a probationary period not to exceed twelve (12) weeks.

9.8 Lay-Off and Notification

9.8.1 In the event the Employer plans to lay off employees for any reason, the Employer shall forward a list to those employees being laid off to the Local Union on the same date that the notices are issued to the employees. An employee shall be given at least thirty (30) calendar days' notice that he is to be laid off.

9.8.2 When such action takes place, it shall be accomplished by laying off temporary employees first, provisional second, permanent contingent third, probationary fourth, and then permanent employees, all in the inverse order of seniority.

9.8.3 All employees who have been laid off shall be placed on a recall list.

9.9 Recall

9.9.1 When the workforce is increased after a layoff, employees will be recalled according to seniority as they appear on the established preferred list. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. The Union shall be notified at the same time. If any employee fails to report for work within twenty (20) days from the date of mailing of the notice of the recall, he shall be considered a quit. Recall rights for an employee shall expire after a period of four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered mail.

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

9.10 Consolidation or Elimination of Jobs

9.10.1 It is understood and agreed that the Employer will notify the Union immediately, in writing, of any decisions involving a change in its facilities or operations, whether such decision involves expansion, partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facility or operation.

9.10.2 The Employer shall meet with the Union to discuss the impact of such changes within a reasonable period of time prior to any proposed implementation date.

9.11 Reassignment Familiarization

9.11.1 Any employee who is reassigned or promoted within the bargaining unit or temporarily reassigned to a non-bargaining unit position shall be informed immediately of the duties and responsibilities of the assignment by the proper authority.

ARTICLE 10: HOURS OF WORK

10.1 Work Day, Work Week and Work Schedules

10.1.1 The regular work day or work shift for each employee shall consist of a period of eight (8) consecutive hours within a twenty-four (24) hour period commencing from the start of the employees' regular work shift, including a meal period of thirty (30) minutes. All employees shall be scheduled to work a regular work shift which shall have a regular starting time and quitting time. Employees shall be required to attend a fifteen (15) minute roll call Line Up before the beginning of their regular work shift. for which they will be compensated at the rate of \$500.00 in 1998; \$550.00 in 1999; \$600.00 in 2000 and \$650.00 thereafter, payable in January of each year. As of July 13, 2007, Line Up Pay is to be paid at time and one half (1 1/2) for actual hours worked. This benefit goes into effect taking into account the lump sum payment made in fiscal 2007. Further line up pay will be part of "the regular rate of pay" for the calculation of the overtime rate.

10.1.2 The regular work week shall consist of fixed shifts of alternating work week schedules of two (2) work weeks of five (5) consecutive days on and two (2) consecutive days off, followed by one (1) work week of four (4) consecutive days on and two (2) consecutive days off, with the exception of those employees who are assigned to activities that operate presently only on a Monday through Friday work schedule, those units opting to remain on their current work schedule, and the Detective Office. Where activities are limited to a Monday through Friday operation,

the regular work week shall run five (5) consecutive days on with two (2) consecutive days, Saturday and Sunday, off. In the Detective Office and those units opting to remain on a five (5) and two (2) schedule, the work week shall run five (5) consecutive days on and two (2) consecutive days off, with days off being selected on the basis of seniority by time in title as a Detective.

10.2 Lunch Period Out-of-Service Call

10.2.1 All employees on outside duty, while on their meal period shall be required to call out of service during such periods, subject, however, to emergencies. When employees are assigned to desk duty, every effort shall be made to provide relief during such meal periods.

10.3 Work Schedule

10.3.1 Work schedules showing the employees' regular shifts, work days and hours, shall be posted on all appropriate bulletin boards at all times available to authorized personnel.

10.3.2 Under no circumstances, except in emergencies or natural disasters, shall an employee be sent home during his regular scheduled work shift, or may his regular work shift be changed for the purpose of recalling such employee to work on another work shift which begins at the end of the employee's regular work shift, or any time thereafter .

10.3.3 The basic work week and shift scheduling system provided for in this Agreement shall not be changed unless the changes are mutually agreed upon between the Union and the Employer.

10.4 Substitutions

10.4.1 The practice of substitution where one employee voluntarily works for another shall be permitted, provided that such substitution does not impose additional cost to the Department, is within the same job title, and the commanding officer under whose jurisdiction the substitution will occur approves in advance. The Employer shall not be responsible for enforcing any agreement made between employees.

10.5 Canine

10.5.1 Recognizing that K-9 Officers are obligated to provide care and to perform grooming and upkeep of their K-9 partners and equipment, the K-9 Officers will work seven and one-half (7 1/2) hour work days, and an additional 30 minutes per work day to provide the care referenced above.

10.5.2 Effective January 1, 2003, each K-9 Officer shall receive an annual stipend of \$3,300, payable on a weekly basis, to compensate each K-9 Officer for the time spent

outside the eight (8) hour work day for the care, grooming and upkeep of their K-9 partners and equipment.

ARTICLE 11: OVERTIME, PREMIUM PAY AND OTHER EMOLUMENTS

11.1 Overtime Premium Pay

11.1.1 Time and one-half (1 1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week. Time off may be taken in lieu of pay at the rate of time and one-half (1 1/2) the hours worked in excess of eight (8) hours a day or forty (40) hours a week at the employee's option. The option to be compensated in time off rather than overtime payment shall only be available for regular overtime or preplanned overtime, and not special off duty overtime details, as specified in Section 11.5. If an employee elects to be compensated in time and the employee then leaves employment with the City without having used the time, it shall be paid to him or her.

11.1.2 An employee recalled to work before or after having completed his regular tour of duty, shall be guaranteed a minimum of three (3) hours of call-in pay at time and one-half (1 1/2) his regular rate of pay or time in lieu as in 11.1.1 above.

11.1.3 Any employee required to work four (4) hours of overtime will be given a meal allowance of nine dollars (\$9.00) for each such occasion.

11.2 Court Time

11.2.1 Any employee who, in connection with his duties, is required to appear in any court or before any regulatory or administrative agency at any such time other than during his regularly scheduled work period, shall be paid a minimum of three (3) hours pay at one and one-half (1 1/2) times his regular rate of pay, and one and one-half (1 1/2) times his regular rate of pay for each additional hour or fraction thereof in excess of three (3) hours or time in lieu as in 11.1.1above. This section shall not apply to cases involving non-job related lawsuits or hearings before the Public Employment Relations Board or where the employee is on job or non-job related sick leave in excess of twenty-one (21) calendar days. It shall, however, apply to situations where an employee is subpoenaed by the defendant in a criminal action.

11.2.2 When an employee appears in court or before any of the above agencies during his regularly scheduled tour of duty and is required to remain immediately thereafter, he shall be entitled to no minimum guarantee of overtime pay.

11.3 Standby Time

11.3.1 Any employee who is required to be available on call at the Employer's request after his normal work shift is completed, or is on his days off or holidays or vacations, shall be compensated at the rate of two (2) hours pay at his straight time rate for each four (4) hours or fraction thereof on standby. Upon reporting for duty at the request of a superior officer, the supervisor will be paid overtime.

11.4 Travel Expenses

11.4.1 The Employer agrees to reimburse all employees who are eligible for travel expenses while on travel status in the performance of their official duties the reasonable expenses incurred for hotel lodging, meals and incidental expenses related thereto, upon submission of receipts.

11.5 Distribution of Special Off-Duty Details and Preplanned Overtime

11.5.1 Special off-duty details are defined as details which are privately hired details paid for by private enterprise entities other than the City of Albany (i.e.: Times Union Center, high school sports, regattas) and/or details which are paid for by the Employer, such as parades and street festivals, which are known far enough in advance to post same. Preplanned overtime is defined as departmental overtime to accomplish the mission of servicing the public with adequate police service.

11.5.2 Special off-duty details and preplanned overtime shall be distributed to employees initially on the basis of rank seniority. When a canvass for such duty is made within a particular roster and the lists of employees is exhausted because no one desires to accept such duty on a voluntary basis, and an emergency as defined by statute is declared to exist, then the Employer shall, by the inverse order of seniority, assign the necessary employees required for such duty. Payment for time worked on private off-duty details under this section shall be time and one-half (1 1/2) the employee's regularly hourly rate of pay. No comp time will be granted for hours worked on private off-duty details.

11.5.3 After the initial run through the seniority list has been made on each occasion thereafter, the opportunity to work special off-duty details shall be offered to the employee with the appropriate roster who has the least number of hours to his credit at that time. If this employee does not accept the overtime or special detail, the employee with the next fewest number of hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the assignment from that roster. Preplanned overtime shall be distributed equally among employees in the same job classification and within the same division. The distribution of special off-duty details shall be equalized over each three (3) month period beginning on the first (1st) day of the calendar month period following the effective date of this Agreement. Upon the exhaustion of the list of employees within a particular division, special off-duty details may then be offered to employees on the same basis in other divisions.

11.5.4 Special off-duty details and preplanned overtime are to be centrally administered by the City through the Office of Overtime Planning and Management (OPMO) and the standardized procedures for posting and awarding overtime shall be followed in all stations. The designated detail person will receive requests for special off-duty details and preplanned overtime. Officers and supervisors will sign up for special off-duty details and preplanned overtime of their choice using the Albany Police Department overtime website. The posting of selected details will be forty-eight (48) hours in advance of the detail. Monday and Tuesday details will be posted on Friday. Any short posting that requires the phone notification of an officer or supervisor will be governed by the guidelines in 11.5.4. All overtime hours that are given per 11.5.4, special circumstances, or unit designated, such as community relations, special detective, special traffic, or administrative overtime will be forwarded to the Office of Overtime Planning and Management on a daily basis and included in each officer's or supervisor's quarterly total. Those overtime assignments which require job specific A.P.D. authorized training will be filled from among those officers who possess the appropriate qualifications (ex. specialized traffic such as speed enforcements, dignitary protection; warrant execution if specific to an investigation, information systems work; forensics; prisoner processing; crime scene processing; or crime prevention).

The designated OPMO person will be responsible for recording all detail and preplanned hours and provide updated lists to each command on a daily basis. Any overtime or compensatory hours given in compensation other than arrests and late call related in any unit count

must be reported to the designated OPMO person on a daily basis.

If an officer, or officers, or supervisor, or supervisors, are inadvertently skipped or denied an opportunity to work special off-duty detail work or preplanned overtime work the next time such work is required and shall remain at the top of the list until such time as he, she or they is (are) offered and either works or declines to work at least an equivalent number of hours which were lost as a result of being skipped or denied.

11.5.5 In the below listed special circumstances; the posting may be bypassed but the overtime will be put on the posted list in the divisions units and stations:

1) less than eight (8) hours - the employee or employees with the greatest seniority working those divisions units/stations where overtime is needed will be offered the overtime;

2) less than twenty-four (24) hours - then a canvass shall be made to the most senior officers with the least amount of overtime per the posted list in the divisions units/stations;

3) a calling in of an entire squad, including officers on days off (not vacation) to accomplish a specific tactical mission of police service which will best serve the public for that specific occurrence;

11.5.6 A record of all preplanned overtime and special off-duty detail hours worked by each employee within a roster shall be kept posted on their respective bulletin boards at all times and updated weekly.

11.5.7 For the purpose of the distribution of special off-duty details and preplanned overtime, there will be three (3) separate rosters maintained as follows:

Roster #1: Police Officers

Roster #2: Detectives

Roster #3: Supervisors (Sergeants, Lieutenants,
and Captains) and Inspectors)

The overtime rosters shall be available for inspection by union representatives upon request.

11.5.8 An updated list of all upcoming preplanned overtime and special off-duty details shall be posted on the Department's Overtime website.

11.5.9 Once an officer has signed for and has accepted a special off-duty detail, he will be considered on-duty for that period of time. He will be required to give twenty-four (24) hours notice before the detail begins, if he desires to be removed from the detail roster or if he will be unable to serve. With the exception of emergency situations, failure to adhere to this Section may subject the officer to Departmental disciplinary procedure. At no time will an officer schedule himself for two (2) or more details which encompass the same hours.

11.5.10 No employee may take time off of scheduled regular duty for the sole purpose of working overtime. This does not include special off duty details which are privately reimbursed.

11.6 Work at Employee's Option

11.6.1 All preplanned and non-emergency overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work such overtime. However, in some preplanned or non-emergency situations, the Chief may deem overtime mandatory because of the nature of the work involved. In those situations, if there are no volunteers, the overtime shall be assigned in inverse order of seniority.

11.7 Overtime Pay

11.7.1 All overtime work shall be paid for promptly, no later than the next full regular payroll period.

ARTICLE 12: HOLIDAYS

12.1 Holidays Recognized and Observed

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

New Year's Day	Lincoln's Birthday
Washington's Birthday	Easter Sunday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Day	

12.1.2 An employee must have worked his last scheduled work day prior to the holiday, his first scheduled work day after the holiday, and the holiday itself if he is scheduled to work to receive compensation for the holiday, unless he was off because of illness which must be accompanied by a doctor's certificate, vacation, personal leave or any other reason which is acceptable to the Employer.

12.1.3 Each employee shall, regardless of sick time or vacation period or regularly scheduled day off at the time of the holiday, be paid for the eleven (11) holidays set forth in 12.1.1.

12.1.4 Annually, on the first pay period in the month of December, all employees shall receive, holiday pay by separate check, subject to the provisions of Section 4.3.6 of this Agreement.

12.2 Holiday Hours for Overtime Purposes

12.2.1 For the purpose of computing overtime, all un-worked holiday hours for which an employee is compensated shall be regarded as hours worked.

ARTICLE 13: VACATION

13.1 Vacation Allowance and Eligibility

13.1.1 Employees shall accrue paid vacation credits in the amount of twenty-five (25) work days per calendar year for Sergeants and twenty-six (26) work days per calendar year for Lieutenants.

13.1.2 Vacation credits shall be earned in the calendar year prior to the one in which the vacation is taken. Vacation credits shall accrue in proportion to the fraction of the calendar year worked. Excepting authorized absences, an employee must work at least one-half (1/2) of his regularly scheduled tours of duty in a given month to accrue

vacation credits for that month. Vacation credits may be accumulated at the employee's option up to a maximum of sixty (60) days, to be used only in the event of death, retirement, resignation or separation from service for any reason. Employees or their beneficiary shall be paid in cash for such accumulated vacation credits.

13.1.3 In the event that an employee is on authorized sick leave when his vacation is due, his vacation will be rescheduled at the earliest possible date. Vacations shall not be rescheduled for bereavement or family illness leave.

13.1.4 An employee on authorized absence due to illness or injury may accrue vacation credits up to a maximum of twenty-five (25) work days for Sergeants and twenty-six (26) work days for Lieutenants.

13.1.5 An employee who is on authorized absence due to a job-related illness or injury when his picked vacation is due, shall be allowed to select his vacation at a later date or be compensated for the credits, at the option of the Employer. If said employee subsequently retires without having returned to duty, he or she shall be compensated for the vacation time earned but not taken, in addition to his or her bank. Vacations shall not be rescheduled for bereavement or family illness leave.

13.2 Choice of Vacation Period

13.2.1 An employee shall be permitted to split his vacation into no more than five (5) periods of no less than four (4) days each. An employee may commence his vacation on

any work day. Choice of vacation shall be by seniority within separate squads in divisions. The foregoing shall not interfere with the efficient operation of the Department's functions. Vacation selections for the coming year shall be made and posted prior to December 1st of each year.

13.2.2 If an employee is on temporary assignment, he will be allowed to take his vacation that he previously selected with the unit to which he is permanently assigned. An employee who is on temporary assignment and who has not already selected his vacation shall make such selection with the unit to which he is temporarily assigned.

13.2.3 It is understood that between Center Station and South Station, no more than two (2) Lieutenants shall be on vacation in each division at any one time unless specifically approved by the Chief.

13.2.4 The vacation period of all employees will be from January 1st to December 31st of each calendar year.

13.2.5 Effective January 1, 2003, each employee, at their option, shall be allowed to place up to a maximum of twelve (12) vacation days on the books. Upon reasonable notice, this vacation time may be used at the option of the employee during the year to which they are applied subject to the man power needs. The unused portion remaining at the end of the calendar year shall be added to the bank in Section 13.1.2.

13.3 Computation of Pay

13.3.1 Vacation pay shall be the regular straight time rate of pay in effect for the employee's regular position at the time he takes his vacation.

13.4 Transfer Rights and Separation

13.4.1 An employee who resigns, retires, or is laid off, or discharged prior to taking his vacation, shall be compensated for all his accumulated vacation credits in one lump sum upon separation, including vacation credits earned but not yet taken. In case of death, the employee's estate will receive full payment for all the deceased employee's accumulated vacation credits. No employee shall accrue vacation credits during any period of disciplinary suspension upon charges which ultimately result in his discharge.

13.4.2 A leave of absence without pay, or a resignation followed by reinstatement with the Albany Police Department within one (1) year, shall not constitute an interruption of service for the purpose of 13.1 and 13.2 of this Article. Vacation credits shall, however, not be accumulated during any leave of absence without pay or between any resignation and reinstatement.

13.4.3 Subject to the restriction contained in Section 13.2.2 and 13.2.3 of this Article, the permanent transfer or reassignment of an employee will not affect the vacation periods previously selected by that employee.

13.5 Work During Vacation Time

13.5.1 An employee who is required to work during his vacation period shall be paid time and one-half (1 1/2) his regular rate of pay for all time worked, with a minimum guarantee of four (4) hours. In addition, the employee shall be credited with compensatory time.

ARTICLE 14: PAID LEAVES

14.1 Bereavement Leave and Family Illness

14.1.1 An employee shall be granted up to a maximum of four (4) work days with pay due to a death in the immediate family. The maximum total bereavement leave allowed in a calendar year shall be fifteen (15) work days. For special circumstances, the Chief may extend these time limits.

14.1.2 For the purposes of bereavement leave, immediate family shall mean any relative living in the same household as the employee, an employee's spouse, parent, stepparent, sibling, child, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent and grandparent-in-law. For special reasons, the Chief may expand this definition of immediate family.

14.1.3 An employee shall be granted up to a maximum of fifteen (15) work days in any one (1) calendar year for illness in the employee's immediate family. For special circumstances, the Chief may expand this time limit.

14.1.4 For purposes of illness leave, immediate family shall mean any relative living in the employee's household.

14.1.5 Family illness leave shall be allowed only where the attending physician has certified that a covered person requires the presence of the employee requesting leave.

14.2 Personal Leave

14.2.1 All employees will become eligible for and receive three (3) days of personal leave after one (1) year of continuous service, and also the same allowance for each succeeding year of employment which leave shall not be cumulative. The leave shall be used for urgent personal matters which cannot be attended to outside the employee's work schedule. The employee shall give at least forty-eight (48) hours notice, in writing, to his superior, except where an emergency situation makes the giving of notice impossible. Such leave may be denied solely on the basis that the employee's absence will seriously hamper or impede the work of the Unit.

Unused personal leave shall be added to the employee's vacation credits to be used in the next calendar year.

14.2.2 An employee shall receive one (1) additional personal leave day for each one-third(1/3) of a calendar year in which he has no absences due to non-job related illness or injury. Such additional personal leave days may be used as vacation credits in the following year or taken in the year they are earned. An employee who has not been absent due to non-job related illness or injury shall

be entitled to three (3) additional vacation credits in the following year.

14.2.3 Leave credits earned under 14.2.1 and 14.2.2 may be added to the vacation bank, but shall not be subject to the 45 day cap. Effective January 1, 2003 leave credits earned under 14.2.1 and 14.2.2 maybe added to the vacation bank, but shall not be subject to the 60 day cap.

14.3 Civil Service Examinations

14.3.1 Employees shall be allowed time off with pay to take open competitive and promotional Civil Service examinations held during their regular working hours, but only such examinations which would result in employment by the City of Albany. The employee shall submit a request for such leave two (2) weeks before the scheduled examination, and submit proof that he took such examination

14.4 Military Service Leave

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

14.5 Jury Duty

14.5.1 Upon providing proper documentation, the employee, when required to serve as a juror in any court of competent jurisdiction, will have his or her tour of duty amended to correspond with his or her jury duty.

ARTICLE 15: SICK LEAVE

15.1 Entitlement and Eligibility

15.1.1 All employees covered by this Agreement contracting or incurring any non-job related illness or injury, including pregnancy and child birth, which renders such employee unable to perform the duties of their employment, or who are quarantined by health authorities, shall be entitled to receive paid sick leave for any period of such illness or disability up to a maximum of one (1) year.

15.1.2 Maternity Leave

An employee, who occupies a regular full-time position, will be granted maternity leave upon request. Such employee will be, allowed to perform the duties and responsibilities of the position as long as she is medically able.

The employee is requested, but not required, to report to the Department Head the existence of pregnancy not later than the end of the fourth month of pregnancy.

On request and after filing appropriate medical evidence that such employee is unable to perform the duties of their position due to pregnancy, the employee will be placed on modified temporary duty. If the employee is medically unable to perform modified temporary duty, the employee may use sick leave credits to remain on the payroll at full pay. When all accrued sick leave, vacation, and personal leave credits have been exhausted, the employee will be eligible to receive half-pay for up to ten (10) weeks without charge to future accrued leave credits. After the period of half-pay has run out, the employee will be granted a leave of absence without pay if necessary.

15.2 Reporting Time

15.2.1 An employee who, because of either job-related or non-job related illness or injury, will not be able to report for his assigned work shift, shall personally report or have reported for him by another responsible person, if unable to do so, such inability to report for work to the ranking officer who is in command of his shift at least one (1) hour before his scheduled starting time, except if impractical. The employee shall disclose the nature of the illness or injury and the anticipated length of absence.

15.3 Verification of Illness

15.3.1 A certificate by a physician indicating that an employee was unable to perform his normal duties during the time on sick leave due to a specific illness or injury, and that he is fit to return to work, shall be requested for any absence of four (4) consecutive work days or more. Work days interrupted by regularly scheduled days off shall be considered consecutive. Failure of an employee to submit such proof as requested shall cause such employee's period of absence to be considered time off without pay.

15.3.2 When an employee has used more than six (6) paid sick leave days in a calendar year, the employee may be required to produce for any future payment of sick leave for the remainder of that calendar year a physician's certificate attesting to such inability to work, regardless of the length of illness.

15.3.3 In the event an illness or injury exceeds ten (10) calendar days, or the Employer has good reason to believe that an employee is no longer physically able to continue in his regular duties, or doubts the validity of his absence, the Employer may require a full physical examination by a physician selected by the Employer and at the Employer's expense.

15.3.4 Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of an employee to continue in his job duties, then a third physician mutually agreed upon and selected by the two (2) physicians shall make the final determination. The full cost of the services of the third physician shall be borne by the Employer.

15.3.5 Where it has been found that a claim for sick leave is false or that the physician's certification of illness or injury is fraudulent, pay for the absence will not be made and the employee may be subject to disciplinary action.

15.3.6 For purposes of this Article, the term "physician" shall apply to any doctor of medicine, dentistry, chiropractic or osteopathy licensed to practice in New York State.

15.4 Service Related Injury and Illness

15.4.1 An employee who is injured in the performance of his duties or who is taken sick as the result of the performance of his duties so as to necessitate medical or other lawful remedial treatment shall be paid by the Employer the full amount of his regular salary or wages until his disability arising there from has ceased, and, in addition, the Employer shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

15.5 Modified Temporary Duty

15.5.1 Purpose

Because of the nature of police work, there are and apparently always will be Police Officers who are medically designated as incapable of performing their full duties as Patrol Officers, Detectives or Supervisors. This program is designed to both utilize to the maximum

the manpower of the Albany Police Department, and to provide alternative work circumstances for those officers who, because of job-related or personal injury or illness, are found temporarily incapable of full duty.

15.5.2 What is Modified Temporary Duty?

Modified Temporary Duty can be any job within the Department that may be performed by an Officer who is designated as not being fit for full duty but can perform the functions of the available position in a controlled environment.

15.5.3 How Will Modified Temporary Duty be Managed?

When any of those Officers, Detectives or Supervisors are cleared by their physician and the Department physician to perform modified duty, the officer will automatically be temporarily reassigned to Headquarters as a candidate for modified duty assignment. Any personnel reassigned for modified duty will be utilized where and when needed throughout the department in functions compatible with their condition and based on Departmental need on a temporary basis. All assignments under the program will be made in agreement with the Albany Police Supervisors Association. The Department is not obligated to provide a Modified Temporary Duty assignment to any employee if one is not available.

The actual process of matching officers with

positions will be done by Headquarters, acting with Division and Unit Commanders and in concert with the Department physician and an officer's private physician. The criteria considered in filling positions will be needs of the Department and the physician designated capabilities of officers. Commanders are urged to insure 'that areas being staffed by officers medically designated as less than full duty are also covered by full duty personnel wherever appropriate or necessary. In some instances, especially where officers are dealing with the public, such as the court or desk duty, a combination of full and modified duty officers would be appropriate staffing. Officer safety will, at all times, be a primary factor in the staffing decisions.

15.5.4 What Positions can be Considered Modified Temporary Duty?

While it is not entirely possible to list all possible work a modified duty officer might be expected to perform; some thoughts on the subject have been stated below as examples: inside jobs that are presently assigned by supervisors on a rotating daily basis will be considered as suitable for an officer on modified duty who by medical designation may perform other than full duty. Jobs to be considered are desk duty in the Divisions, Traffic, and Detective Office. Officers assigned to court, Central Booking, and any others that may temporarily be filled by medically designated personnel, will also be considered. This initiative will not be used to displace Officers or Supervisors who have achieved positions through bid procedures. Example: Central Booking is a bid position. Officers who are medically designated may work in Central

Booking to fill occasional shift vacancies due to days off, vacation or other times of manpower shortage. With the exception of watching a prisoner one-on-one, no officer medically designated as not capable of full duty will be expected or allowed to work alone in Central Booking.

Further, there must be at least one officer on each tour of duty in the Booking Room who is a full duty officer. No officer assigned through bid to Central Booking will be assigned to any other duties to make room for a medically designated officer. In the event that there is a full compliment of assigned personnel working in the Booking Room, a medically designated officer may still be assigned, but will be so as an extra, not as a replacement.

15.5.5 Who is Eligible for Modified Temporary Duty?

Officers or Supervisors who are found to be medically incapable of full duty due to non job-related illness or injuries are eligible for Modified Temporary Duty. The Employer may place employees who become partially disabled on a temporary basis as the result of a non-service connected illness or injury on work which they are able to perform, subject to the medical approval of the City Medical Officer and the employee's physician.

Officers or Supervisors who are designated as not being capable of performing their full duty because of a service-related illness or injury are also eligible for this program based on 207-c.

Officers assigned under this initiative will

be subject to medical reevaluation every thirty (30) days or sooner at the discretion of the Division or Unit Commander.

In areas that are 'generally staffed by Detective personnel, no Detective allowance will be paid to medically designated officers unless they presently hold a Detective rating.

When an officer is determined fit for full duty by the Department physician and the physician involved, he/she will be returned to their regular duties.

15.5.6 Off-Duty Employment

No police employee of the Albany Police Department shall engage in off duty employment while on job-related sick leave or personal sick leave in excess of three (3) consecutive work days or temporary modified duty unless certified to do so by a medical doctor. A modified duty/sick leave form must be submitted to your Commanding Officer. Any police employee violating the above order may be subject to disciplinary action.

ARTICLE 16: UNPAID LEAVE OF ABSENCE

16.1 Eligibility

16.1.1 Employees shall be eligible for leaves of absence without pay after the completion of one (1) year in rank.

16.2 Purposes of Leaves Without Pay

16.2.1 Leaves of absence without pay are not to exceed one (1) year and may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period not to exceed an aggregate of two (2) years.

16.3 Application for Leaves

16.3.1 Any request for a leave of absence without pay shall be submitted on the appropriate form to the Chief of Police. The request shall state the reason the leave of absence is being requested and the appropriate length of time off the employee desires. All unpaid leaves are subject to the discretion of the Chief of Police; however, such leave request shall not be unreasonably denied.

16.3.2 A reply from the Chief of Police concerning the leave of absence without pay shall be furnished to the employee by the Chief of Police in writing within ten (10)

work days.

16.3.3 At the end of the leave, an employee shall be returned to the position he held at the time the leave of absence was granted, providing a vacancy exists.

ARTICLE 17: SALARIES AND OTHER EMOLUMENTS

17.1 Salary Schedules

17.1.1 All employees covered by this Agreement shall be compensated according to the following salary schedule annexed as Appendix "B".

17.1.2 Members of the bargaining unit assigned as Detectives shall receive a clothing allowance annually in the sum of two thousand five hundred dollars (\$2,500.00), payable on a weekly basis. For the purpose of this paragraph, the term "Detective" shall mean all Detectives in the bargaining unit.

17.1.3 All members of the bargaining unit shall receive, in January of each year, a cleaning allowance of \$650.00.

17.1.4 Sergeants and Lieutenants assigned as Field Training Officers, Field Training Supervisors, or Field Training Coordinators, will be compensated at the rate of twenty-five dollars (\$25.00) per day for each day spent training a recruit. The method of selection for the Field Training Officers positions will be discussed and agreed to at labor/management before being implemented.

17.2 Pay Period

17.2.1 The salaries and wages of employees shall be paid on the same day every week. In the event this day is a holiday, the preceding day shall be the pay day. Paychecks shall be available for distribution at 4:00 p.m. on the day prior to the regular pay day for the City of Albany.

17.3 Longevity Pay

17.3.1 Each employee shall have added to his annual salary each year, payable on a weekly basis, the following sums after the completion of 5, 10, 15, 16, 17, 18, 19 and 20 years of service:

Length of Service Amount:

5 years	\$1,750.00
10 years	\$1,950.00
15 years	\$2,500.00
16 years	\$2,600.00
17 years	\$2,700.00
18 years	\$2,800.00
19 years	\$2,900.00
20 years	\$3,000.00

Longevity shall be paid on a weekly basis, but it shall not become part of base salary for the purpose of computing future raises, overtime, holiday pay, comp time or other premium pay allowances.

17.4 Command Stipend

17.4.1 Effective January 1, 2007, each Sergeant shall receive an annual command stipend of one thousand three hundred and fifty dollars and 00/100 (\$1,350) and each Lieutenant shall receive an annual command stipend of one thousand seven hundred and fifty dollars and 00/100 (\$1,750). Said stipends shall be paid in one lump sum in the last pay period of the month of June each year by separate check.

17.5 Shift Differential

17.5.1 Effective January 1, 2007, employees will be paid the following shift differentials:

Evening shift - \$0.20/hr

Midnight Shift - \$0.25/hr

Shift pay is for actual hours worked during either shift. Shift Differential will be paid on a weekly basis.

ARTICLE 18: UNIFORMS AND EQUIPMENT

18.1 Uniform Allocation

18.1.1 The Employer shall provide all employees required to wear uniforms with uniforms, weapons, equipment and necessary accessories, as set forth below, the full cost of which is to be borne by the Employer. The Employer shall also provide for the repair of all such items, in addition to replacement upon normal wear and tear, at no cost to the employee.

18.1.2 Each officer shall be issued upon appointment the following:

- Two pair trousers
- Four long sleeve shirts
- Four short sleeve shirts
- Required equipment
- One raincoat
- One winter coat with liner
- One summer blouse
- One pair rain boots
- One winter hat
- One summer hat
- All collar brass and hardware
- Belt
- Cuff holder
- Nightstick holder
- Flashlight holder-holster
- One bullet-proof vest with winter liner

18.1.3 Each officer shall be issued new uniforms and equipment on an as needed basis, and shall not be unreasonably denied.

18.2 Plain Clothes Duty

18.2.1 Any police officer assigned as a plain clothes officer shall, for the duration of the assignment, receive a clothing maintenance allowance of three dollars (\$3.00) per day, to be paid on a weekly basis, as earned.

18.3 Special Equipment

18.3.1 The Employer shall provide at each job location up-to-date copies of laws which the officer deals with on a day-to-day basis, such as the Penal Law, CPL, V & T, the City's GCO and all other laws which officers are expected to enforce.

ARTICLE 19: HOSPITALIZATION AND MEDICAL BENEFITS

19.1 Coverage and Eligibility

19.1.1 All employees in the bargaining unit shall be eligible for hospitalization and medical insurance coverage for themselves and all of their eligible dependents under Empire Blue Cross Blue Shield, which

provides benefits at the same or higher level as were provided under the New York State Employees Health Insurance Plan pursuant to the 1983-1985 contract. The City will borne the full cost for employees employed before January 1, 1986. Employees hired after January 1, 1986 shall pay 10% of the cost of the Plan for single coverage, and 25% of the cost of the Plan for family coverage. Contribution levels shall be reviewed on an annual basis to ensure that employee percentage contributions accurately reflect the overall premium costs. New employees shall become eligible after they have been employed one (1) calendar month. A summary of coverage shall be made available to each employee in handbook form. All employees in the bargaining unit and their eligible dependents shall be eligible for participation in one of the five (5) health insurance programs offered by the City to its employees. Effective January 1, 2005, the City shall pay the 10% contributory share for single coverage and the 25% contributory share for family coverage for those employees with eight (8) or more years of service as an Albany Police Officer.

19.1.2 Effective January 1, 1993, the benefits offered under the existing Blue Cross/Blue Shield Wraparound Plan (#7182) and the Blue Cross/Blue Shield GHI Prototype (#7183) shall be continued in force with the following modifications:

(a) A utilization review management process shall be instituted with:

1. Pre-certification component with utilization review;
2. Mandatory second surgical opinion; and
3. Mental health/ substance abuse inpatient utilization review.

- (b) There shall be mandatory mail order for custodial/maintenance drugs.
- (c) There shall be mandatory generic substitution for prescription drug coverage.
- (d) Effective January 1, 2008, the prescription drug co-pay shall be \$7.00.
- (e) Inpatient and outpatient psychiatric and substance abuse coverage shall be reduced to minimum NYS level.

New York State Minimum Benefit Levels for Substance Abuse:

- Inpatient Detox: Paid in full for up to seven (7) days.
- Inpatient Rehabilitation: Paid in full for up to thirty (30) days per calendar year.
- Outpatient: Paid in full for up to sixty (60) visits per calendar year, of which twenty (20) may be used for family counseling.

New York State Minimum Benefit Levels for Psychiatric:

- Inpatient: Paid in full for up to thirty (30) days per year.

- Outpatient: Thirty (30) visits per year with maximum of no less than \$1,500.00; three (3) psychiatric emergency visits per year at no less than \$60.00 per visit; which reduces benefits otherwise payable for other inpatient and outpatient care.

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

Immediately upon the effective date of this Agreement, the City shall undertake those steps necessary to adopt for the members of the bargaining unit the provisions of Section 125 of the Internal Revenue Code.

19.1.4 Effective January 1, 2003, any employee who can show adequate health insurance coverage under a spouse's or other's health insurance may opt out of a City health insurance plan receive annually \$1,000.00 for opting out of an individual plan and \$2,000.00 annually for opting out of a family plan. Employee's who Opt out of a City plan in mid-year will receive a pro-rated amount of the buyout for that year. Employees who opted out of a City plan and wish to be reinstated in mid-year may do so, but a pro-rated amount of the buyout received during that year must be paid back to the

City. Opting out or opting in of a City health insurance plan must be done in accordance with the terms and conditions of the particular health insurance plan and City personnel policies and procedures.

Effective January 1, 2008, any employee who can show adequate health insurance coverage under a spouse's or other's health insurance may opt out of a City health insurance plan receive annually \$1,500.00 for opting out of an individual plan and \$3,000.00 annually for opting out of a family plan.

19.2 Employee Assistance Program

19.2.1 There. Is hereby established within the Albany Police Department an Employee Assistance Program.

The purpose of this program is to:

- 1) Educate employees about the dangers of substance abuse;
- 2) Provide a resource for treatment of alcohol and drug abuse problems;
- 3) Assist employees with a number of other services unrelated to substance abuse designed to aid in the identification, intervention and resolution of personal problems (e.g. family, marital, financial, etc.) which negatively impact on the employee's employment with the Albany Police Department.

- 4) Provide initial counseling, problem identification, short-term counseling, referral if necessary, to a professional agency or person who can assist the employee to resolve his/her problem, and to offer follow-up support and monitoring.

The services of the EAP shall be free to any employee. The costs of any professional help to which the employee or immediate family member is referred, beyond the services of the EAP and what may be covered by the employee's health insurance program, shall be the responsibility of the employee.

Voluntary enrollment in the EAP is confidential and when sought by a member will not precipitate a Department investigation. However, participation in the EAP will not protect a member if independent evidence of incompetence, misconduct or unsatisfactory job performance is brought to the attention of the Department.

Use of EAP services or any further professional help by an employee shall not preclude discipline for incompetence, misconduct or unsatisfactory job performance. Any discipline imposed shall be pursued in accordance with applicable provisions of the collective bargaining agreement.

Confidentiality:

Use of EAP services or further professional help shall be confidential except when confidentiality is waived by the employee. EAP records shall be maintained

separately by the EAP coordinator, and shall not be included in personnel files. The EAP shall provide the City's EAP coordinator with statistical data only regarding the use of the program by City employees and members of their immediate families. In this regard, there shall be no names or reference of any type whatsoever that would enable any Department official to identify any subject of the EAP program.

Where a member is relieved from duty in order to participate in an in/out patient rehabilitation program, the member shall utilize paid sick leave. When absence under EAP is for personal problems (family, marital, financial) the member shall utilize paid leave credits (vacation, etc.) except as provided under other provisions of the contract.

EAP peer coordinators shall retain their regular bid assignments, work schedules and duties but shall be granted sufficient release time for EAP approved training and to meet with members taking advantage of this program. There shall be four (4) EAP peer coordinators, comprised of one (1) Department Chaplain and three (3) employees (one (1) each from Supervisors, Patrol and Detectives) designated by the Union.

19.3 Dental Insurance

19.3.1 Members are to be enrolled in the same dental plan

provided to the City's non-union white collar employees as of that date.

19.4 Vision Plan

19.4.1 Members are to be enrolled in the same vision plan provided to the City's non-union white collar employees as of that date.

ARTICLE 20: RETIREMENT PLAN

20.1 Eligibility

20.1.1 All employees in the bargaining unit shall be eligible for coverage under the provisions of the Policemen's and Firemen's Retirement System of New York State 384, which provides for retirement at one-half (1/2) pay after twenty-five (25) years of service, the full cost of which shall be borne by the Employer. Effective January 1, 1988, the City shall adopt Sections 384D and 384F, G and H.

ARTICLE 21: INDEMNIFICATION

21.1 Judgments

21.1.1 The Employer shall indemnify any employee covered by this Agreement for any judgment against him based on actions taken in the performance of his duties or within the scope of his employment.

21.1.2 Section 21.1.1 shall apply whether the employee is on or off duty.

21.1.3 Section 21.1.1 shall not apply where the actions that form the basis of the suit or complaint arise out of the misconduct or gross negligence of the employee.

21.2 Defense

21.2.1 The Employer shall provide counsel at the option of the employee for the defense of all cases covered by 21.1.1, and for all cases where the employee is charged with a criminal offense arising out of actions taken in the performance of his duties or in the scope of his employment, at no cost to the employee. Should the Employer decline to defend because it has reasonably determined that the acts alleged of the employee were not in the performance of his duties or within the scope of his employment or constituted intentional misconduct or gross negligence; then the employee may grieve the Employer's decision at the last step of the grievance procedure. While such grievance is pending, the Employer shall continue the defense of the suit. If the

employee does not wish to utilize the services of counsel provided by the Employer, the employee may, at his own expense, obtain his own counsel to defend matters covered by 21.1.1.

21.2.2 An employee served with a notice of claim or summons claiming damages arising out of actions covered by Section 21.1.1 shall forward it to the Corporation Counsel's Office within five (5) calendar days of receipt, and shall have a continuing duty to forward any further legal papers concerning such claim within the same time limits.

21.2.3 Any employee involved in any incident which may be the subject of litigation must cooperate with the Corporation Counsel's Office in all respects. Such employee must respond promptly to letters, must appear for interviews, hearings and examinations as requested by the Corporation Counsel or its retained counsel.

21.2.4 The Employer shall not be obligated to defend or indemnify any employee who unjustifiably fails to comply with the requirements of Sections 21.2.2 and 21.2.3.

21.2.5 The City will provide legal counsel for all employees sued in a civil action arising out of any incident which occurred in the course of his employment and hold him harmless from any official loss whatsoever arising from said suit, including, but not limited to, punitive damages pursuant to and as provided for in Section 50-j(6) of the General Municipal Law as presently existing.

ARTICLE 22 GENERAL PROVISIONS

22.1. Discrimination and Coercion

22.1.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

22.1.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female.

22.1.3 The parties agree that they will not discriminate against, restrain, coerce or otherwise interfere with any employee for the individual or collective exercise of their right to join or not to join the Union and to participate or not participate in the Union and its activities or any other employee activity permissible under the law and this Agreement.

22.1.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

22.2 Personal Damages

22.2.1 The Employer agrees to reimburse employees for personal clothing or property damaged or destroyed while the employee was carrying out the duties of his job

except for administrative duties. Reimbursement shall be based upon the reasonable value of the personal clothing or articles damaged or destroyed up to a maximum of one hundred dollars (\$100.00) per occurrence. This Section applies to all employees.

22.3 Pistol Permits

22.3.1 It shall be the policy of the Employer to allow employees to obtain personal pistol permits.

22.4 Maintenance of Facilities

22.4.1 It is understood and agreed that the Employer will provide the necessary personnel for the proper cleaning and servicing of all locker rooms and toilet facilities, and all work facilities that are utilized by the Albany Police Department, and that the personnel assigned shall not be Sergeants or Lieutenants.

22.5 Weapons - Maintenance and Repair

22.5.1 The Employer will be responsible for the cost of maintaining and repairing of weapons used by or assigned to employees except where the repairs are necessitated by damage caused by negligence or intent.

22.6 Disabled Employees

22.6.1 Subject to the staffing needs of the Department, the Employer may place employees who become partially disabled on a permanent basis as the result of a non-service connected illness or injury on work which they are able to perform, subject to the medical approval of the City Medical Officer and the employee's physician. If there is disagreement between the City's physician and employee's physician concerning the physical ability of the employee to perform the work to which he is assigned under this Section, either side may resort to the grievance and arbitration sections of the contract to obtain a resolution of the issue.

22.7 Job-Related Schools and Seminars

22.7.1 Job-related schools or educational seminars in which the Employer intends to have employees attend shall be posted on all departmental bulletin boards for ten (10) work days whenever possible, or shorter when time does not permit it. Employees desiring to attend any of the posted schools or seminars shall submit a special request to their commanding officers. Elections shall be made by the commanding officer.

Any specific schools or seminars (i.e.: Drug Enforcement, Juvenile) which would be directly beneficial to officers working in these units, shall be put before a Labor/Management Committee meeting for discussion prior to selection. The ultimate selection may be made by the Chief.

22.7.2 Tuition costs for any schools within the Capital District area shall be provided for by the Employer. The Employer will provide full costs (travel, lodging, per diem) for any schools attended outside the Capital District area. The Capital District area is defined as Albany, Schenectady and Rensselaer Counties.

22.8 Physical Fitness Program

22.8.1 The Employer will provide a physical fitness program for all employees covered by this Agreement which will include a facility, equipment and initial instruction upon the installation of the equipment.

22.9 Drug and Alcohol Testing

22.9.1 The parties hereto agree to abide by the Drug and Alcohol Testing Agreement incorporated herein by reference. Any disputes arising from said Agreement shall be subject to the contractual grievance arbitration process.

22.10 Educational Assistance Program

22.10.1 It is the policy of the Employer to encourage each employee to pursue during off-duty hours, educational activities at accredited higher or secondary educational institutions which are directly related to his or her job and responsibilities.

22.10.2 An employee qualifies to apply for educational assistance if he or she is a regular full-time employee and has a minimum of six months of continual service.

22.10.3 The course must be directly related to the employee's job and/or responsibilities. Only one (1) course per semester per employee is reimbursable. Upon presentation of proof that a passing grade has been achieved, the City shall reimburse the employee for the course tuition as follows: either the cost of the course or the amount which is equal to the number of course's credit hours multiplied by the prevailing cost per credit hour at the University of Albany, whichever is less. Employees are eligible for the program on a "first come, first served" basis for as long as funds are available. Other than a specific course which directly relates to an employee's job, this program is not intended to pay for an employee to obtain a degree.

22.10.4 Prior to enrollment in any course, the employee must submit a written request to the Chief for preliminary approval. If the request is preliminarily approved by the Chief, it shall be forwarded to the City Personnel Office for review and final approval. The City Personnel Office shall notify the Chief as to the decision with ten (10) days of its receipt of the request.

22.11 Employee Performance Evaluations

22.11.1 The parties hereto agree to abide by the Employee Performance Evaluation Agreement incorporated herein by reference. Any disputes arising from said Agreement shall be subject to the contractual grievance process.

22.12 GML §207-c Procedure

22.12.1 The parties hereby agree to abide by the GML §207-c Procedures Agreement incorporated herein by reference.

ARTICLE 23: NO STRIKE - NO LOCKOUT

23.1 No Strike Pledge

23.1.1 It is recognized that the need for continued and uninterrupted operation of the municipality departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

23.1.2 Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be, and that the Union, its officers, members, agents, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or other job actions in any form which would involve suspension of or interference with normal work performance.

23.2 No Lockout Pledge

23.2.1 No lockout of employees shall be instituted by the City during the Term of this Agreement.

ARTICLE 24: MANAGEMENT RIGHTS

24.1 It is understood and agreed that the Employer retains the right to manage the services and direct the working force subject only to and in accordance with such provisions governing these rights as are expressly set forth in this Agreement. All rights, powers and authority the Employer had prior to the entering into this Agreement are retained by the Employer, except as expressly abridged, granted, delegated or modified by this Agreement.

ARTICLE 25: NOTICE OF SERVICE

25.1 Whenever provision is made this Agreement for the giving, service, or delivery of any notice, statement or other instrument, the same shall be deemed to have been duly given, served or delivered, or by mailing the same by registered or certified mail to the party entitled thereto

at the address set forth below:

EMPLOYER: Chief of Police Public Safety Building

165 Henry Johnson Boulevard Albany, New York 12210

UNION: Albany Police Supervisors Association P.O. Box
3130, Albany, New York 12203.

25.2 Either party may change the address to which notice shall be given by a notice sent in accordance with the provisions of this Article.

ARTICLE 26: SAVINGS CLAUSE

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

ARTICLE 27: COMPLETE AGREEMENT

27.1 The parties agree that during the negotiations which precede the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements reached by the parties after the exercise of that right and this Agreement, the Employer and the Union each voluntarily and unqualifiedly agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this Agreement.

27.2 It is further agreed that any subject or matter which either party wishes to open for negotiations subsequent to the execution of this Agreement may only be by written mutual agreement.

27.3 Any specific express provision of this Agreement shall supersede any and all previous personnel rules and regulations, local laws or resolutions which are in direct conflict thereof.

ARTICLE 28: PRESERVATION OF BENEFITS

28.1 With respect to matters not covered by this Agreement, the Employer will not seek to diminish or

impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and when appropriate, without negotiations with the Union.

ARTICLE 29: STATUTORY PROVISIONS

29.1 IT IS UNDERSTOOD BY AN BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMITITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATION BODY HAS GIVEN APPROVAL.

ARTICLE 30: EXPIRATION AND MODIFICATION

30.1 This Agreement shall be effective as of January 1, 2006, and shall remain in full force and effect until and including the 31st day of December 31, 2009. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least one hundred and eighty (180) calendar days in advance of the expiration date that they desire to modify this Agreement. In the event that either party exercises their right as set

forth above, and such notice is given, negotiations will commence at a mutually convenient date, but no later than one hundred and fifty (150) calendar days prior to the expiration of this Agreement.

Agreed to this _____ day of _____, 2007

CITY OF ALBANY
ALBANY POLICE SUPERVISORS
ASSOCIATION

By: _____ By: _____

By: _____ By: _____

APPENDIX “A”

ARBITRATION PANEL AMERICAN ARBITRATION ASSOCIATION PANEL MEMBERS

Dominick Tocci

Peter Prosper

Sheila Cole

Dale Beach

Jeffrey Selchick

APPENDIX “B” Salary Schedule

Date	Raise	Sergeant	Lieutenant
2005		\$58,637	\$64,305
1/1/06	3.00%	\$60,396	\$66,234
1/1/07	3.75%	\$62,661	\$68,718
1/1/08	4.00%	\$65,167	\$71,467
1/1/09	4.00%	\$67,774	\$74,326

