

AGREEMENT

BETWEEN

TOWN OF BETHLEHEM TELECOMMUNICATORS

COUNCIL 66, LOCAL 3443

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

AND

THE TOWN OF BETHLEHEM

JANUARY 1, 2022 - DECEMBER 31, 2025

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AGREEMENT made this ____ day of _____, 2022 by and between the Town of Bethlehem ("Town") and the Town of Bethlehem Telecommunicators, Local 3443, Council 66, American Federation of State, County, and Municipal Employees, AFL-CIO ("Union").

ARTICLE 1 -- RECOGNITION

Section 1.1 The Town has recognized the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours and other conditions of employment and the administration of grievances arising there under for the term of this Agreement for all probationary, part-time, and permanent employees employed by the Town and designated as "Telecommunicator" or "Communications Supervisor". Initial resolution of disputes arising over the inclusion of any new job title or classification shall be attempted by the Town and the Union. Should the matter not be resolved at the aforementioned initial stage it will thereafter be submitted to and determined by the New York State Public Employment Relations Board.

ARTICLE 2 -- UNION SECURITY

Section 2.1 Union Dues

A. Any employee covered by this Agreement who is a member of the Union, and any employee who elects to join the Union, may tender the monthly dues to the Union by signing the authorization card for payroll deduction of dues provided by the Union.

B. The Town shall deduct Union membership dues in accordance with the amount certified by the Union to the Town from the biweekly pay of all employees covered by this Agreement.

C. The Town shall make separate deductions for any Union sponsored disability and life insurance programs. The Town shall maintain such deductions in accordance with the terms and conditions appearing on the appropriate authorization card provided by the Union.

D. All payroll deductions authorized by this section shall become effective the date the appropriate form designates or, if none, when it was signed by the employee. Deductions from the pay of the employee shall begin by the next payroll period after receipt of the form by the Town.

E. The aggregate totals of all dues deductions shall be remitted monthly to Council 66, and the aggregate totals of all disability and life insurance deductions shall be remitted to the address designated by the appropriate authorization card, both to be accompanied by a list of names of those employees from whom such deductions have been made.

F. Any change in the amount of Union dues to be deducted must be certified by the Union in writing to the Town. Such change shall be implemented by the next payroll period after receipt of the certification by the Town.

G. The Town shall present to all new negotiating unit employees, at the time of hiring, a packet given it by the Union containing union membership, payroll deduction cards, and other information concerning the Union.

Section 2.2 Non-Discrimination

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

B. 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.

C. The employer agrees not to interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity permissible under the Taylor Law and this Agreement in an official capacity on behalf of the Union, or for any other cause.

Section 2.3 Labor/Management Committee

A. 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 administration of this Agreement and other matters of mutual interest, including safety matters of concern raised by Union representatives. The Union's committee shall consist of two union members, which shall include the Local Union President, or his or her designee.

B. Meetings may be held on a regular quarterly basis; however, a written agenda must be submitted by either party at least one week in advance of the meeting. When a special meeting is requested by either party, an agenda must be submitted along with the request. Special meetings will be scheduled as soon as possible.

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

D. Staff representatives of the Union and the Town may participate in all such meetings.

E. With the prior written approval of the Chief of Police or his/her designee, Telecommunicators acting on behalf of the Union shall suffer no loss of time or pay if Labor/Management Committee meetings are scheduled during their scheduled working hours.

Section 2.4 Contract Negotiations

Members of the Local Union Negotiating Committee shall receive release time with pay, up to a maximum of 40 hours in the aggregate, to participate in contract negotiations if the negotiations are scheduled during the employee's scheduled shift. There shall be no fewer than two (2) Telecommunicators on console duty at all such times.

Section 2.5 Union Meetings

The Town agrees to furnish facilities, if available, for Union meetings. Employees on duty may attend such meetings but shall return to their duties if at any time the need arises. At all times at least two employees shall remain at his/her duty station unless with the approval of the Chief of Police all employees may attend such meetings.

Section 2.6 Leave for Union Conferences

The Union shall be granted three working days in the aggregate per calendar year for release time with pay for Union members designated by the Union to attend any convention, meeting, conference or workshop sponsored by the Union.

Section 2.7 Bulletin Boards

The Town agrees to provide reasonable bulletin board space for the exclusive use of the Union to post notices and other Union information.

Section 2.8 Access to Premises

With prior approval of the Chief of Police, representatives of the International Union or District Council may be permitted to enter the working premises for purposes of discussing working conditions, provided however, such visits shall not interfere with normal working conditions and such discussions shall not take place with an employee who is on duty.

Section 2.9 No Strike Pledge

The Union affirms that it will not engage in a strike nor shall it cause, condone, encourage, or instigate a strike against the Town nor will it assist or participate in any

such strike nor shall it impose upon its members any obligation to assist, conduct, or participate in such strike, all as provided in Section 210 of the Civil Service Law.

The Town will not engage in a lockout of its employees.

Section 2.10 Town Rules

A. The Town reserves the right to amend its rules applicable to all Town employees, provided however, that this Agreement shall supersede any inconsistent provision of Town rules.

B. When any existing work rule or regulation applicable only to Telecommunicators is changed or such new rules or regulations are established, they shall be posted on the appropriate bulletin boards not less than seven (7) calendar days prior to their implementation, provided however, that if the Chief of Police or his/her designee determines that an emergency exists or safety requires prompt action, such rules or regulations may be implemented immediately.

Section 2.11 Printing of Agreement

The Town shall provide the Council Rep (L. R. S.) with five (5) signed Original copies for the Council's distribution. The Town shall also provide copies to all current members and future hires at time of orientation. The Town shall also provide the L.R.S. with an electronic copy of the Agreement.

ARTICLE 3 -- MANAGEMENT RIGHTS

Section 3.1 It is understood and agreed that management possesses the sole right to conduct the Town's business and to carry out its obligations and that all management rights repose in it. Such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the other provisions of this Agreement. These rights include but are not limited to the following:

1. To determine the mission and policies of the Town.
2. To determine the facilities, methods, means and number of personnel; to designate the employees needed to carry out the Town's mission; and to introduce new or improved methods or facilities.
3. To administer the Department, including the selection, hiring, evaluation, retention, promotion, scheduling, assignment or transfer of employees.
4. To discipline or discharge employees in accordance with law and this Agreement.

5. To direct the work of the employees.
6. To contract out for goods or services when authorized by law.
7. To make rules, regulations and policies concerning personnel procedures and practices.

ARTICLE 4 -- GRIEVANCE AND ARBITRATION

Section 4.1 Definitions

A. The term "grievance" shall mean any dispute concerning the meaning, interpretation or application of this Agreement. Disputes concerning disciplinary actions, retirement, alleged violations of the Civil Service Law or probationary termination shall not be considered grievances for purposes of this Agreement.

B. The term "days" shall mean all days other than Saturday, Sunday and Legal Holidays.

Section 4.2 General Provisions

A. It is the intent of this Article to provide the exclusive procedure for the resolution of disputes between the Union and the Town concerning the meaning, interpretation or application of a specific term of this Agreement.

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

C. The time limits set forth in this Article 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 and further proceedings under this Article or elsewhere shall be barred. The failure of the Lieutenant, the Chief of Police, or Town Supervisor to answer within the time limits set forth shall permit the advancement of the grievance to the next step of this grievance procedure.

D. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

E. In the case of a class action grievance, the grievance may be initiated at Step 2 and submitted directly to the Chief of Police, or his or her designee.

F. A grievance must originally be presented within 15 days of its occurrence or from when the employee knew or should have known of its occurrence, whichever is later.

G. An employee shall be entitled to representation by the Union at each step of the grievance procedure, provided, however, that the Town shall not be required to delay the processing of a grievance because of the absence of such Union representative.

H. A settlement or award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 15 days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

I. Either party may request the inspection and copying of 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 the hearing.

Section 4.3 Grievance Procedure

A. Step 1: An employee shall present the grievance in writing to the Division Commander who supervises the employees. The grievance shall contain a short description of the facts allegedly giving rise to the grievance, a statement of each and every provision of this Agreement deemed to have been violated, and the relief requested. The Division Commander may then make such investigation as he or she deems appropriate, including consultation with his or her superior. A decision shall be rendered to the grievant and his or her representative, if any, within five days after the presentation at this step.

B. Step 2: If the matter is not resolved at Step 1, the grievance may be submitted within 10 days of the date the Step 1 decision is received by the local Union President, or his or her authorized representative, to the Chief of Police, or his or her designee. Such submission shall include the name or names of the aggrieved employee, the provision of this Agreement claimed to have been violated, the date of such violation and a statement of the facts allegedly giving rise to the grievance. A meeting shall be held between the Chief of Police, or his or her designee, and the Union President, or his or her designee. The Chief of Police, or his or her designee, shall transmit to the Union President, or his or her designee, his or her decision in writing on any grievance within 15 days after the date that the grievance is submitted to Step 2 of this procedure.

C. Step 3: If the matter is not resolved at Step 2, the grievance may be submitted within 10 days of the date the Step 2 decision is received by the Union to the Town Supervisor, or his or her designee. A meeting shall be held between the Town Supervisor, or his or her designee, and the Union's representative. The Town Supervisor, or his or her designee, shall transmit to the Union his or her decision in

writing on any grievance within 20 days after the date that the grievance is submitted to Step 3 of this procedure.

D. Step 4: If the Union is not satisfied with the decision of the grievance at Step 3, it may, within 30 days of the receipt of the decision of the Town Supervisor, or his or her designee, submit the matter to the arbitration step in the manner set forth in Section 4.4.

Section 4.4 Arbitration Procedure

A. In the event that the Union desires to submit an unresolved grievance to arbitration, a demand for arbitration, together with a copy of the grievance, shall be sent by registered or certified mail to the Town Supervisor, and two copies thereof shall be filed with the Public Employment Relations Board with a request that its voluntary arbitration rules of procedure be commenced.

B. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement, which the Union claims, have been violated. The demand for arbitration may not add to the issues previously considered at Step 3, and in the event that such an issue is raised, the Employer may contest the arbitrability of such issue.

C. The Employer and the Union agree that the arbitrator shall be selected pursuant to the voluntary arbitration rules of procedure of the Public Employment Relations Board.

D. Arbitrators shall be requested to render their decisions on any matter submitted to arbitration within 30 days of the date that the arbitration hearing is held, or within 30 days of the submission date of any written briefs, should such be required. The voluntary arbitration rules of procedure of the Public Employment Relations Board shall be used in conducting all arbitration hearings.

E. The arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred. Should the Town or the Union contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the questions of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be final and binding upon both parties.

F. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

G. If the parties mutually agree to a stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party, without the consent of the other, requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.

ARTICLE 5 -- DISCIPLINE

Section 5.1 Exclusive Procedure

Discipline for incompetency and misconduct shall be imposed upon employees otherwise subject to the provisions of Section 75 and 76 of the Civil Service Law only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall not apply to employees. This disciplinary procedure is not applicable to review removal from a probationary appointment, counseling memoranda or unsatisfactory performance evaluations.

Section 5.2 Disciplinary Procedure

A. Discipline shall be imposed only for just cause. Where the Employer seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served, in person, or by registered or certified mail, upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places, and if the Employer claims that the employee has been charged with a crime for the alleged acts, the notice of discipline must identify the specific section of the Penal Law or other statute which the Employer claims the employee has been charged with violating, if known by the Employer. The employee shall be provided with two copies of the notice, which shall include the statement, "You are provided two copies in order that one may be given to your representative. Your Union representative is Town of Bethlehem Telecommunicators Union, Local 3443, Council 66, AFSCME."

B. The Union shall be notified of the name of the employee in writing within 24 hours of the service of a notice of discipline.

C. The penalty proposed may not be implemented until the employee (1) fails to file a disciplinary grievance within 14 days* of service of the notice of discipline, or (2) having filed a grievance, fails to file a timely appeal to disciplinary arbitration, or (3) having appealed to disciplinary arbitration, until and to the extent that it is upheld by the disciplinary arbitrator, or (4) until the matter is settled.

D. The notice of discipline may be the subject of a disciplinary grievance, which shall be served upon the Chief of Police in person or by registered, or certified mail within 14 days of the date of the notice of discipline by the employee or the Union. The employee or the Union shall be entitled to a meeting to present his position to the Chief of Police or his/her designee within 7 days of the receipt of a disciplinary grievance and upon consideration of such position, the Chief of Police shall advise the Union of his/her response in writing by registered or certified mail within seven days of such meeting. If the disciplinary grievance is not settled or otherwise resolved, the employee or Union shall be entitled to a meeting to present his/her position to the Supervisor or his/her designee within seven days of the service of the Chief of Police's response, and upon consideration of such position, the Supervisor shall advise the Union of his/her response in writing by registered or certified mail within seven days of such meeting.

E. If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee or the Union within 14 days of the service of the Supervisor's response. Notice of appeal to disciplinary arbitration shall be served, by personal service, registered or certified mail, with the New York State Public Employment Relations Board, with a copy to the Supervisor.

F. The Employer and the Union agree that the disciplinary arbitrator shall be selected pursuant to the voluntary arbitration rules of procedure of the Public Employment Relations Board.

G. The disciplinary arbitrator shall be requested to render his/her decision within 14 days of the date of the arbitration hearing, or within 14 days of the submission date of any written briefs, should such be required. The voluntary arbitration rules of procedure of the Public Employment Relations Board shall be used in conducting all arbitration hearings.

H. Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party. Unless mutually agreed otherwise, transcripts must be requested prior to the first day of a disciplinary arbitration.

I. Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary arbitrators shall neither add to, subtract from, nor modify the provisions of this Agreement. The disciplinary arbitrator's decisions with respect to guilt or innocence, penalty, or probable cause for suspension, pursuant to Section 5.4 of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove, or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, he/she may consider such suspension in determining the penalty to be imposed.

J. All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or between the Employer and the employee if such employee chooses not to be represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fee and expenses and estimated expenses of the arbitration may be collected in advance of the hearing.

K. In the event that any employee against whom disciplinary charges are brought by the Employer elects to be represented by any party other than the Union, such employee shall be individually responsible for all expenses, which are incurred in connection with such disciplinary proceeding.

Section 5.3 Settlements

A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be offered a reasonable opportunity to have his/her attorney or a Union representative present before he/she is required to execute it. The Union shall be provided with a copy of any settlement within 24 hours of its execution.

Section 5.4 Suspension before Notice of Discipline

A. Prior to issuing a notice of discipline or the exhaustion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended without pay by the Employer only pursuant to paragraphs (1) or (2) below.

1. The Employer may suspend without pay an employee when the Employer determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable by a disciplinary arbitrator. A notice of discipline shall be served no later than seven days following any such suspension.

2. The Employer may suspend without pay an employee charged with the commission of a crime. Such employee shall notify the Employer in writing of the disposition of any criminal charge including a certified copy of such disposition within seven days thereof. Within 30 days following such suspension under this provision, or within seven days from receipt by the Employer of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or the employee shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the Employer to take disciplinary action during the pendency of criminal proceedings.

3. When an employee has been suspended without pay, the Chief of Police and Supervisor meetings may be waived by the employee or by the Union with the

consent of the employee at the time of filing the disciplinary grievance. In the event of such waiver, the employee or the Union shall file the grievance form within the prescribed time limits for filing the disciplinary grievance directly with PERB. The case shall be given priority in assignment.

4. An employee who is charged with the commission of a crime, suspended without pay and subsequently not found guilty, and against whom no disciplinary action is taken for the incident in question, shall be reinstated with full back pay.

a. A registered or certified letter notifying the Union of any suspension under paragraph 5.4a above shall be sent within one day, excluding Saturdays, Sundays and holidays.

b. Back Pay Award-where an employee is awarded back pay, the amount to be reimbursed shall not be offset by any wages earned by the employee during the period of his suspension. An award of back pay shall be deemed to include reimbursement of all other benefits including the accrual of leave credits and holiday leave.

Section 5.5 Union Representation

An employee shall be entitled to be represented by the Union or by private counsel selected at his/her own expense at each step of the disciplinary procedure.

Section 5.6 Burden of Proof

In all disciplinary proceedings the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Employer. Such burden of proof, even in serious matters which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

Section 5.7 Limitations

An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than nine months prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

****Unless otherwise specified, days as used in this Article shall mean calendar days.***

ARTICLE 5A - PERSONNEL RECORDS

Section 5A.1 Personnel Record Review

A. All employees covered by this Agreement shall have the right to examine their personnel file maintained by the Town upon 48 hours notice. This file shall contain their personnel application, suspensions, evaluations, and all letters of commendation, reprimand, suspension, fines, demotions and any and all work related actions that have taken place during his employment with the Town. Such review shall be in the presence of the Chief of Police, or his/her designee, during regular business hours.

B. No letter of criticism, poor evaluation, or any other document which is derogatory in nature may be placed in an employee's official personnel file without the employee first having an opportunity to review such action. Should an employee, upon review of such action, disagree with all or part of such letter, he/she shall have the right to file a response thereto, which shall be attached to such letter.

C. With the exception of disciplinary actions or annual work performance ratings, any material in the official personnel file of an adverse nature over three (3) years old, may, upon the employee's written request, be removed from the official personnel file by mutual agreement of the employee and the Chief of Police. This does not preclude the earlier removal of such material by mutual agreement of the employee and the Chief of Police.

ARTICLE 6 -- SENIORITY

Section 6.1 Seniority shall be determined by the employee's most recent length of continuous service as a Telecommunicator or Communications Supervisor in the Police Department with credit to be allowed for service in the armed forces, if the employee is inducted in said armed forces subsequent to employment. Service shall be deemed continuous if a break in service is less than twelve months. Seniority shall be determined separately for Telecommunicators and the Communications Supervisor.

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.

Section 6.2 In order to assure minimum coverage in communications the following procedures will be in effect to provide for said coverage:

A. All communications shifts shall be staffed by no fewer than two (2) Telecommunicators.

B. When staffing falls below two (2) Telecommunicators due to time off, coverage shall be accomplished by offering the opening to full-time Telecommunicators, most senior first to least senior last.

C. Withdrawing from Voluntary Overtime-where a member has volunteered to cover a shift, a special detail, or part thereof, on an overtime basis, any unsubstantiated per General Order and Contract withdrawal of their availability on less than 8 hours-notice shall result in a forfeiture by the Member of an equivalent amount of non-sick leave accruals, unless that shift can be filled by another Member on a voluntary basis.

D. Mandatory overtime will be used to assure minimum coverage.

1. A roster of all full-time Telecommunicators shall be kept in the Communications Center indicating the date, number of hours, and times that each Telecommunicator worked four (4) or more hours of mandatory overtime. This list shall be maintained by Communications personnel under the direction of the Communications Supervisor.

2. Whenever mandatory overtime must be imposed to assure Minimum coverage in the PSAP:

a. The person on the shift preceding the mandatory overtime shift with the fewest incidents of "sticks" (mandatory overtime), shall be ordered to work four (4) hours to maintain required minimum coverage.

b. The Telecommunicator scheduled to work the shift following the mandatory overtime shift who has the fewest number of "sticks" shall be advised when he/she is called to voluntarily fill this shift that should no one take this shift he/she will be ordered to work for four (4) hours preceding his/her scheduled shift in addition to said scheduled shift.

3. Communications Supervisor

a. The Communications Supervisor shall not be included in the mandatory overtime procedure.

b. The Communications Supervisor shall not be offered voluntary overtime unless all full-time Telecommunicators decline to work the open shift.

c. The Communications Supervisor assigned to a shift where there is fewer than two (2) Telecommunicators working shall cover such shift whenever possible to eliminate the need for mandatory overtime.

E. When Telecommunicator shifts other than minimum coverage shifts become open, Telecommunicator seniority will control.

F. When special details occur (road-checks, extra-territorial emergencies, etc., or other shifts not performed in the Communications Center), they will be filled by offering the open shift to full-time Telecommunicators by most senior first to least senior last.

Section 6.3 Once a year, as close to January 1 as practicable, the Town will provide the Union President with a list of all Telecommunicators and his/her length of service as herein defined.

Section 6.4 Full-time employees who have worked for the Town for at least two (2) years, who have left the Town for a certain period (not to exceed three (3) years), and then come back to the Town, are able to receive credit for the previous time for purposes of calculating vacation and previously accumulated sick time. The anniversary date will be the date of rehire, and this is the date governing eligibility for longevity benefits.

Section 6.5 Part-Time Employees:

A. The Town shall have the ability to hire certified 911 Telecommunicators to work in a part-time capacity.

B. For the purposes of this section and this section only, a "part-time Telecommunicator" shall:

1. Receive an hourly rate equal to that of a Step 1 Telecommunicator;
2. Rehired annuitants for part-time positions shall receive the hourly rate equal to the amount prior to retirement;
3. Be limited to twenty (20) hours of work per week;
4. Will not be entitled to receive health care coverage;
5. Will not accumulate leave accruals;
6. The Town shall advise any current part-time Telecommunicator of its intention to fill a full-time position upon becoming vacant. Part-time Telecommunicators who are qualified may apply and be considered for such openings.

C. The Town may hire no more than four (4) part-time employees.

D. The Town may utilize one part-time employee per shift.

E. The Town may utilize one "floater" per shift. A "floater" is defined as a part-time employee that may work any shift.

F. Part-time employees will not be employed in lieu of full-time employees.

G. Nothing herein shall be construed to limit or modify the rights of full-time employees set forth in the CBA.

ARTICLE 7 -- HOURS OF WORK

Section 7.1 Work Day

The regular workday for all full-time Telecommunicators shall be eight consecutive hours.

Section 7.2 Work Week

The regular workweek for all full-time Telecommunicators shall consist of workweek schedules from Sunday through Saturday of five consecutive days on duty followed by two consecutive days off duty.

Section 7.3 Meals

Each employee shall receive a compensated meal period of one hour provided however, that an employee on his or her meal period shall be required to be present on the premises (building or grounds) and may be summoned to work as the needs of the Department dictate.

Section 7.4 Shift Schedules

A. The annual bid shift schedules for full-time Telecommunicators are set at 7:00 A.M. through 3:00 P.M., 3:00 P.M. through 11:00 P.M., 11:00 P.M. through 7:00 A.M. and may only be changed subject to discussions between the Town and the Union.

B. An employee may only trade shifts, either temporarily or permanently, with the consent and prior written approval of the Chief of Police or his or her designee.

Shift assignment shall be made on the basis of seniority pursuant to Article 6 of this Agreement. Shift selection will be made by December 1st of each year and go into effect in January of the succeeding year.

Except in cases of emergency, a Telecommunicator having worked sixteen (16) consecutive hours shall not be mandatoried to work until he/she has had eight (8) hours off duty.

Section 7.5 Switching

Substitute time agreements are between the individuals involved and must be fulfilled by both parties within the same pay period of the first tour of duty involved. The Chief of Police and/or his/her designee may extend this repayment period with reasonable cause shown. Only one member may switch per shift based on the time requested.

ARTICLE 8 -- COMPENSATION

Section 8.1 Salary

A. For the years 2022, 2023, 2024 and 2025, Telecommunicators' salary shall be increased as follows percent in each year effective January 1st of each year for all steps.

SALARY SCHEDULE

	2022 2%	2023 3%	2024 2.5%	2025 2%**
TC Step 1	46,442	47,835	49,031	50,012
TC Step 2	48,733	50,195	51,450	52,479
TC Step 3	51,565	53,112	54,440	55,529
TC Step 4	53,815	55,429	56,815	57,951
TC Step 5	56,478	58,172	59,626	60,819
TC Step 6	59,606	62,167*	63,721	64,995
Supervisor Step 1	62,338	64,208	65,813	67,129
Supervisor Step 2	65,745	67,717	69,410	70,798
Supervisor Step 3	69,026	71,097	72,874	74,331

* \$750 Increase to 2022 plus 3%. **1/1/2025 2% or equal to other Town employees, whichever is higher, on all steps.

B. Salary step increments shall be implemented on January 1 of each year. Any new employee hired on or before June 30th will be eligible to receive an increment on January 1st of the subsequent year. Any new employee hired after June 30th will not be eligible for an increment until January 1st of the following year (a maximum increment delay of 18 months).

Section 8.2 Longevity Increment

A. In addition to the salary paid to employees pursuant to Section 8.1, hereof, the Town shall pay each full time employee a longevity increment according to the following schedule: (effective 1/20/2019)

10-14 years of service	\$1,250
15-19 years of service	\$1,750
20-24 years of service	\$2,250
25-29 years of service	\$3,000
30+ years of service	\$3,500

This increment shall be added to an employee's annual base salary beginning on the anniversary date of the employee's employment. In the event that the general Town policy is modified, the contractual schedule will be modified accordingly.

Section 8.3 Stipend in Lieu of Lineup Pay

A. In lieu of the Union's request for "lineup" pay, and in satisfaction for claim for compensation, including overtime, for all start-up duties and activities, including, but not limited to, system log-in, if any, performed by Telecommunicators prior to the start of their actual shift, members shall receive an annual stipend of \$400 (increased to \$600 as of January 1, 2023) paid in December of each year. This stipend shall not be considered as part of base salary, nor shall its payment affect overtime rates. In consideration of this stipend being made retroactive, the Union and each Telecommunicator shall execute, as a condition for eligibility for this benefit, a written agreement to be provided by the Town, a copy of which is attached to this Memorandum of Agreement, and which has been approved by the parties, acknowledging their accepting the terms of this payment which shall include a release of any claims for overtime pay or other compensation for such duties and activities.

Section 8.4 Paydays

The compensation of each employee shall be paid on every other Friday through the year or on the same day as other Town employees as is the current practice.

Section 8.5 Shift Differential

Those scheduled to work the 1500-2300 hour shift shall receive a shift differential of 2%, computed on their annual salary, and those scheduled to work the 2300-0700 hours shift shall receive a 3% shift differential, computed on their annual salary. Those scheduled to work a combination of shifts shall receive a correspondingly pro-rated shift differential.

Section 8.6 Education Increment

In addition to the compensation computed in accordance with sections 8.1 through 8.5, the Town shall pay an educational increment in addition to a Telecommunicator's annual base salary in accordance with the following schedule, to each of those who may be qualified therefore.

All Telecommunicators having received an Associate's Degree from an accredited college or university shall receive an additional \$500.

All Telecommunicators having received a Bachelor's Degree from an accredited college or university shall receive an additional \$1,000.

The education increment shall become effective the next payroll period following the Telecommunicator having received either of the aforementioned degrees and shown proof of receipt of that degree to the Chief of Police or his/her designee.

Section 8.7 Training Pay

All Telecommunicators are eligible for Training Pay of \$1.50 per hour. This will compensate Telecommunicators for training new T/Cs. This will be assigned and administered by Police administration.

ARTICLE 9 -- OVERTIME AND PREMIUM PAY

Section 9.1 Overtime

A. All employees shall receive overtime pay at the rate of one and one-half times straight regular hourly pay for all hours of work performed in excess of eight hours per day or over 40 hours in a work week, or for more than eight (8) consecutive hours. Paid time off including but not limited to holidays, compensatory time off, sick leave, vacations, school, military leave and personal leave shall be counted as time worked for the computation of overtime, as authorized by the Chief of Police or his designee.

B. Members are not eligible to earn overtime if they call in Sick on their regular scheduled shift prior to, or following, overtime worked. In such an instance, any hours worked shall be paid as straight time. This provision does not apply to members called in to work for unscheduled mandatory overtime after a Sick incident.

C. Any Member who is required to work mandatory overtime shall be paid double his/her regular hourly rate, which shall be paid in the payroll it is earned.

D. Overtime shall be credited subject to submission of a claim form and proper certification by the Chief of Police, or his or her designee, as to the number of hours worked and the reason therefore.

E. Where a member is unavailable due to sickness or illness for their normally scheduled shift, that member cannot volunteer for overtime during the same shift. Member would not be eligible for overtime unless authorized by the Chief of Police.

Section 9.2 Recall Time

A. Any employee who is recalled to duty after having completed his or her shift and returned home shall receive two hours compensation and shall be credited with having worked two hours recall whether he remains the duration of the two hours or not, or shall be paid for the longest period of time he remains, whichever is greater.

B. An employee recalled to duty that is recalled within two hours prior to commencement of his or her shift shall receive only that time which he or she works.

C. When an employee is called into work on days off, vacation days off, or compensatory days off, he/she shall be credited in accord with the recall provisions in paragraphs A and B of this section.

Section 9.3 Court Time

Any employee who, in connection with his duties, is required to appear in any court, or before any regulatory or administrative agency during his regular work shift, shall be released from duty with no loss of time or pay, which shall include travel time to and from his duty station. If such appearance is necessary at any time other than his regularly scheduled work period, to the extent that the employee works more than 40 hours in a week he or she shall be paid at the rate of one and one-half times his or her regular rate of pay, for all such hours worked, including travel time to and from his duty station.

Section 9.4 Travel Expenses and Mileage

The Town 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. An employee required to use his/her own personal vehicle on any Town business shall be reimbursed at the rate set by general Town policy. Travel will be via a route approved by the Chief of Police or his/her designee. Mileage will be paid from the site of the duty station to the destination and return. In the event that the general Town policy or rate of reimbursement is modified, the contractual schedule will be modified accordingly.

Section 9.5 Comp Time

Members shall be allowed to earn additional Comp Time not to exceed 40 hours in lieu of cash overtime. Said Comp Time shall be earned at the same rate as overtime and must be designated at the time said overtime is worked. Members shall not be allowed to accrue greater than 40 hours and it must be used in the same calendar year it was earned.

ARTICLE 10 -- INSURANCE

Section 10.1 Medical and Hospitalization Insurance

The Town shall provide for all members and their dependents such medical and hospitalization insurance plan or plans that are currently in force and effect. The Town may change such medical and hospitalization insurance plan or plans that are currently in force and effect so long as the benefits, the deductible amount and the share of cost to the employees are equivalent to the current plan. The Town may also change carriers, or administer its own plan, or join with other municipalities in administering or funding a health insurance program, so long as the coverage available is substantially equivalent to that currently in effect. Notwithstanding any of the foregoing, in the event that any carrier currently providing an insurance plan covering a member shall discontinue a plan currently provided, or any benefit thereof, or decrease the level of benefits currently available, or shall increase any co-pay or deductible provision, or add a condition for continued eligibility for a benefit level, the carrier's change shall govern. This language shall apply only to unilateral actions by a carrier.

A. Members shall contribute to the cost of health insurance coverage provided by the Town as follows:

Year	Individual	Dependent
2015	10%	20%
2016	10%	20%
2017	13%	23%

B. Health Insurance Increase in Co-pays:

	From	To
Skilled Nursing Care	\$0	\$240.00
Out Patient Surgery	\$25.00	\$ 75.00
In Patient Surgery	\$0	\$240.00

All office visits for doctors etc. shall be subject to a co-pay of \$25 per visit; emergency room and hospital visits shall be subject to a \$100 co-pay.

C. The following changes shall be made to the current Health Insurance Plan effective 1/2/2020:

1. Increase the maximum out-of-pocket expense from \$6,850/\$13,700 to \$7,350/\$14,700 for Individual /Family.

2. Eliminate the "routine eye exam every 24 months" benefit and offer the attached voluntary vision plan, as described.

3. Co-pay for in-patient hospital stay increases from \$50 to \$240.

Section 10.2 Dental Insurance

The Town shall provide a Dental Care program for all members in accordance with the terms provided by the present carrier. The Town will pay the "employee" portion and members with family coverage under the New York Medical Insurance plan will pay "dependent" cost.

Section 10.3 Death Benefits

A. The Town shall provide each full-time employee with term life insurance in the amount of \$10,000, payable to a beneficiary named by the employee.

B. Unused compensatory time, overtime, holiday and vacation pay shall be paid over to the employee's surviving spouse or estate within 30 days of the termination of employment because of death.

Section 10.4 Liability Insurance

The Town shall retain liability insurance for bargaining unit employees in the amount that it designates as appropriate, currently \$1,000,000.

Section 10.5 Alternate Benefit in Lieu of Health Insurance

In a situation where an employee is able to decline individual health insurance, and can obtain health insurance through their spouse, the Town will pay an annual amount of \$3,500 to the employee in lieu of the health insurance coverage, payable in a separate check in January, after one year of declined coverage. New employees hired between January 1 and June 30 are entitled to a prorated amount, payable the following January. The election to decline coverage must be done during the Town's annual open enrollment period (each November), or at the time of employment for new hires. Elections are effective for a one-year term and may not be changed, except for a change in family circumstances which causes the discontinuance of the spouse's health insurance. Reinstatement of insurance may depend on qualifications set by the

insurance carrier and is not guaranteed. If an employee has elected to waive coverage and leaves during the year after having completed six-months of service, the Town will pay a prorated amount to the separating employee.

Effective January 1, 2023, if a member's spouse or parent is also a Town employee and would qualify as a dependent under the spouse's or parent's Single Plus One or Family Plan, there shall be no entitlement to the alternate benefit for that member or for their spouse/child. Current members, hired prior to January 1, 2023, will be grandfathered in and eligible for this alternate benefit if they are already receiving it.

Section 10.6 Long Term Disability Insurance

The Town shall offer a long-term disability insurance policy for interested full-time members, in accordance with the terms provided by the present carrier. Members wishing to participate in this plan shall contribute 100% of the premium.

Section 10.7 Employee Assistance Program

The Town shall provide an Employee Assistance Program as a benefit for employees and their family members, who will provide limited free, confidential, professional assistance for a wide range of personal problems, which may affect the quality of their work and personal lives. The Town will provide counseling to any member involved in an incident occurring while on duty and within the scope of employment that causes the member undue stress, if requested by the member. A counselor who specializes in police incidents will be provided, if available, if requested by the member.

ARTICLE 11 -- RETIREMENT

Section 11.1 All full-time employees shall be enrolled in the New York State and Local Employees Retirement System. The Town shall pay the full cost of retirement plans within the New York State Employees Retirement System for Tier I and II employees (employees hired prior to July 27, 1976.) Employees hired since July 27, 1976, are required to contribute three percent of gross wages (Tiers III, IV and V) into the retirement system.

Tier 6 Employees hired on or after April 1, 2012: 3%-6% (based on annual wage) of gross salary contribution by employee for all years of public service.

Upon receipt in writing of resignation or retirement from an employee covered by the agreement, including official notification from the NYS Retirement System, an employee cannot use additional accrued time off that hasn't been submitted prior to March 1st, of that year, unless otherwise approved jointly by the Chief of Police and the Town. Leave for medical, illness, and/or FMLA will continue to be honored up to the official time of resignation or retirement.

Section 11.2 A member is eligible for a maximum Comp Time Accrual Payout of 240 hours at retirement.

ARTICLE 12 -- HOLIDAYS

Section 12.1 The holidays hereinafter referred to shall be as follows:

- New Year's Day
- Martin Luther King, Jr.'s Birthday (January 15)
- Washington's Birthday (February 22)
- Easter Sunday
- Memorial Day (May 30)
- Juneteenth (June 19)
- Independence Day
- Labor Day
- Columbus Day (October 12)
- Election Day
- Veteran's Day (November 11)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 12.2 When one of the holidays enumerated hereinabove in Section 12.1 falls on a full-time employee's regularly scheduled day of work, said employee shall receive in addition to his normal day's pay, his choice of either monetary compensation or one day of compensatory time off, at time and one half (1 1/2) for each hour worked on that enumerated holiday. Such compensatory time shall be taken at a time agreeable to the Chief of Police, or his or her designee.

Section 12.3 When one of the holidays enumerated in Section 12.1 hereinabove falls on a full-time employee's regularly scheduled day off, such employee shall receive one day of compensatory time off. Such compensatory day shall be taken at a time agreeable to the Chief of Police, or his or her designee.

Section 12.4 An employee shall be compensated in cash for up to seven (7) compensatory days, if requested in writing by December 1. Payment will be made no later than December 18.

Section 12.5 Should the federal government declare a new national holiday, which results in the closing of federal and state offices, and the Town, in its discretion adopts such holiday for its employees, the Town agrees to grant such holiday to all Telecommunicators to the same extent as that granted to other Town employees.

ARTICLE 13 -- VACATIONS

Section 13.1 Each full-time employee who shall have completed the following years of service shall receive the following days of vacation with pay:

<u>Length of Service</u>	<u>Vacation</u>
1 year	10 days
5 years	15 days
10 years	20 days
15 years	21 days
16 years	22 days
17 years	23 days
18 years	24 days
19 years	25 days

After six months of service an employee may apply to the Chief of Police or his or her designee, for the use of up to five days of vacation provided, however, if such employee leaves Town service before the one year of service, upon such termination of service, he or she shall repay any vacation pay received pursuant to this Section.

Section 13.2 Vacations shall be scheduled by seniority on the basis of length of service and subject to the reasonable operating needs of the Town. All vacation time must be requested in writing and approved by the Chief of Police, or his or her designee, at least two weeks in advance of the vacation.

Section 13.3 An employee entitled to vacation benefits who resigns or dies shall be entitled to receive an amount equivalent to his or her vacation accumulation, computed on the basis of his or her straight time rate of pay.

Section 13.4 Vacation time is non-cumulative and cannot be carried from one year to another unless an employee is prevented from taking a previously scheduled vacation due to the operating needs of the Town or, under special circumstances, receives prior written consent of the Chief of Police or his or her designee. All vacation accruals must be taken during the year in which they are available.

ARTICLE 14 -- SICK LEAVE

Section 14.1 Sick leave is provided for an illness, injury or disability which renders a full-time employee unable to perform the duties of his or her position and which normally requires his or her confinement to home. In the event the employee is required to leave his or her home during his or her normal work time, he or she shall advise the Department of that fact.

Section 14.2 Full-time employees shall accumulate sick leave credits at the rate of 13 days per year, 1/2 sick day per pay period, cumulative to 200 days.

Section 14.3 The Chief of Police, or his or her designee, may require an employee to furnish a physician's report after five consecutive days of absence, or if a pattern of abuse is shown.

Section 14.4 Abuse of sick leave shall be cause for the imposition of discipline.

Section 14.5 Accumulated unused sick leave may be credited towards the computation of service time at retirement on a calendar day basis. This time cannot be used to qualify an employee for benefits under the retirement system.

Section 14.6 In the event an employee is unable to work due to an on-the-job injury or illness, such time off shall be charged against an employee's leave bank, if time is available. If the time off due to injury or illness is eligible for reimbursement from Workers' Compensation, upon the Town's receipt of the benefit payment, the employee's leave bank will be restored, to the extent of the partial benefit received from Workers' Compensation.

Section 14.7 Employees will be allowed to use up to four (4) days of their accumulated sick leave credits to cover absences due to sick family member. For the purpose of this article, "family members" shall be limited to spouse, domestic partner, child/stepchild, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, step-grandchild, and any ward/relative living in the employee's household.

ARTICLE 15 -- PAID LEAVES

Section 15.1 Personal Leave

A. Each full-time employee with at least six full calendar months service is entitled to six (6) personal days off per year. If the Town increases the number of personal leave days available to other Town employees during this Agreement, such increase will be granted to full-time Telecommunicators.

B. A full-time employee wishing to take a personal day off shall notify the Police Chief or his or her designee in writing, no later than forty-eight (48) hours prior to the commencement of the work shift for which personal leave is requested. The Police Chief or his or her designee may disallow such personal leave provided the employee is so notified no later than the end of his or her prior work shift.

C. Personal days may not be taken consecutively with vacation time and are not cumulative.

D. Personal Leave cannot be utilized on the following holiday as well as the days before and after said holidays: New Year's Eve; Memorial Day; Fourth of July; Thanksgiving Day and Christmas Day. Full-time Telecommunicators with six months of service will earn 40 hours of Personal Leave according to the following schedule:

<u>Date of Employment</u>	<u>Year Hired Days Allowed</u>	<u>Following Year Days Allowed</u>
January 1-March 1	3	6
April 1-June 30	2	6
July 1-September 30	0	4
October 1-December 31	0	3

E. A member will not be required to give a reason for Personal Leave except where the use of Personal Leave is requested less than 2 hours before commencement of a scheduled shift and in such an instance, approval must be requested from Command. The Police Chief, or his/her designee, may disallow such Personal Leave provided the employee is so notified no later than the end of his/her prior work shift.

Section 15.2 Bereavement Leave

A. In the event of the death of a full-time employee's spouse, child, step-child, parent, step-parent, sibling, step-brother or step-sister, father-in-law, mother-in-law, grandparent, grandchild, sister-in-law, brother-in-law, domestic partner or any other relative permanently domiciled in the employee's household, the employee shall be granted up to four days of bereavement leave of absence with pay. The employee shall be paid at his/her regular rate of pay for each day of bereavement leave that is a regularly scheduled workday.

B. All bereavement leave requests are subject to the approval of the Chief of Police, or his or her designee.

C. In extreme circumstances, at the sole discretion of the Chief of Police, or his or her designee, a longer bereavement leave of absence may be granted. The said leave shall be without reduction in pay or vacation time or sick or personal leave.

Section 15.3 Military Leave

A. A full-time employee required, as a Reservist or National Guard member to serve on active duty shall receive up to 30 calendar days or 22 working days, whichever is greater, with pay per year for ordered military duty.

B. An employee requesting paid military leave shall inform the Chief of Police, or his or her designee, in writing and provide documentation of military obligations within 72 hours of receipt of same.

C. An employee's failure to inform the Chief of Police, or his or her designee, and provide the required documentation relieves the Town from any obligation to pay an employee during his military leave.

Section 15.4 Jury Duty

A. A full-time employee required to perform jury duty may serve without the loss of pay or benefits from the Town.

B. An employee shall notify the Chief of Police, or his or her designee, as soon as possible after said employee has been notified of his jury duty obligations.

An employee serving on jury duty is required to produce jury duty time slips or other documentation as may be required by the Town.

ARTICLE 16 -- UNPAID LEAVE OF ABSENCE

Section 16.1 Eligibility

A. A leave of absence without pay, not to exceed one year, may be granted to a permanent employee by the Chief of Police, or his or her designee, with the approval of the Town Board. The granting of such leave is in the sole and unreviewable discretion of the Town.

B. During a leave of absence without pay, subject to and consistent with the group health insurance plan, coverage may be continued provided direct payment by the employee of the total premium is made through the Town Comptroller. Failure to make

premium payments within the time fixed by the Comptroller shall result in cancellation of coverage, with written notice to be given to the employee.

Section 16.2 Application for Leaves

A. Any request for a leave of absence without pay shall be submitted to the Chief of Police or his or her designee. The request shall state the reason the leave is being requested.

B. A reply from the Chief of Police or his or her designee concerning the leave of absence without pay shall be furnished to the employee in writing within ten working days.

C. Upon the expiration of a leave of absence without pay, reasonable efforts will be made to reinstate the employee to the same shift occupied at the time the leave was granted, with the restoration of all benefits and credits previously earned and enjoyed.

Section 16.3 Family and Medical Leave

The Town and the Union hereby agree that the Family and Medical Leave of Absence policy set forth in Appendix A of this Agreement shall be a part of this Agreement and shall apply to the members of the bargaining unit represented by the Union.

ARTICLE 17 -- UNIFORMS AND EQUIPMENT

Section 17.1 The Town will require Telecommunicators to wear uniforms as designated by the Chief of Police. The Town will provide the uniforms as designated by the Chief of Police, except shoes and belts (which shall be black or dark brown) and in 2013, shall receive two additional complete uniforms (two shirts and two pairs of pants) Each full-time Telecommunicator will be entitled to take two shirts and one pair of trousers furnished him/her by the Town to a cleaner. The Telecommunicator will pay the cleaner and submit the receipt received there from to the Chief or his/her designee for the reimbursement of the cleaning expense up to \$100 per year of this contract.

ARTICLE 18 -- TRAINING

Section 18.1 All employees shall complete the basic training required for their position. In addition, in order to maintain qualifications for their positions, all Telecommunicators shall be required to maintain all necessary certifications. The Town shall continue to

cover the cost of such training and compensate for the time necessary to comply. In-service training, seminars and institutes required by the Chief of Police shall be considered a duty assignment. The Chief of Police shall post, in a conspicuous place, the availability of all schools, seminars and training programs, as soon as practicable after he is made aware of them. No person shall be denied attendance at any of these programs when he/she participates on his/her non-duty hours and at his/her own expense, as openings are available.

ARTICLE 19 -- GENERAL PROVISIONS

Section 19.1 Locker Rooms

It is understood and agreed that the Town will provide the necessary personnel for the proper cleaning and servicing of all locker rooms, toilet facilities and all work areas provided, however, that employees shall be required to maintain their own work areas.

Section 19.2 Direct Deposits

All payroll and other payments by the Town to employees including those to be made pursuant to Section 8.4 of this Agreement, shall be made by direct deposit. Employees shall maintain such accounts and execute such documents required by the financial institution for that purpose.

Section 19.3 Tuition Reimbursement

The Town agrees to reimburse 50% of tuition (subject to a maximum of \$4,000 per year), providing the employee chooses a course which will improve the employee's general competence in his/her present job, or for job with the Town that he/she may reasonably expected to assume in the future. The benefit is available to full-time employees only. A certificate of registration in any New York State approved college (or other approved program) and a letter requesting tuition reimbursement must be submitted to the Chief of Police for approval prior to the starting date of the course. Courses must be undertaken during non-duty hours. Any exception to this must have the prior approval of the Chief of Police and the Town Supervisor. Reimbursement will be made upon the successful completion of the course (grade of C {2.0} or better) and submission of proof of payment of tuition. To receive reimbursement, eligible employees must complete the "Application for Tuition Reimbursement" and submit it to the Human Resources Office through the Chief of Police.

Section 19.4 Job Description

Telecommunicators dispatch telephone and radio messages relating to police activities and other emergencies. Does related work as required. Job involves the operation of a two-way radio including procedures and terminology; record keeping

including fire, police and ambulance activities; and, coding and decoding information. Telecommunicators shall at no time be required to supervise or search prisoners.

Section 19.5 Notice of Vacancies

The Town will post any newly created titles to be included within the bargaining unit at least 15 days prior to filling the new position unless a civil service examination and list is required for the new position and, in such an event, Civil Service Law shall govern the process to be used. When a posting is required, the Town will provide job description and work hours of the position. The Town shall also post, as part of the annual bidding process, any permanent vacancies and/or newly created permanent time slots. Interested members can bid on the vacant position or newly created permanent time slot within the posting period.

ARTICLE 20 -- SEPARABILITY

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

ARTICLE 21 -- TOTAL AGREEMENT

Section 21.1 This Agreement may not be altered, amended or changed except by a writing duly signed by duly authorized representatives of the parties hereto.

Section 21.2 The Town may provide for reasonable regulations and procedures for implementing the provisions of this Agreement.

ARTICLE 22 -- LEGISLATIVE ACTION

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

ARTICLE 23 -- DURATION OF AGREEMENT

This Agreement shall be effective from and including January 1, 2022 and to and including December 31, 2025. All terms and conditions shall be retroactive to January 1, 2022, except as otherwise provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the first day set forth above.

TOWN OF BETHLEHEM, NEW YORK

By: _____
Town Supervisor

AFSCME LOCAL 3443

By: _____
President

AFSCME COUNCIL 66

By: _____
Area Representative

APPENDIX A

FAMILY AND MEDICAL LEAVE OF ABSENCE

1. Eligibility

Employees of the Town of Bethlehem who have been employed for at least one year and worked at least 1,250 hours during that year are entitled to an unpaid leave of absence of up to 12 weeks during the calendar year for any of the following reasons:

- A. The birth of a child and in order to care for such child.
- B. The placement of a child with the employee for adoption or foster care.
- C. To care for a spouse, child, or parent of the employee if such person has a serious health condition.
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her position (including conditions making the employee eligible for worker's compensation or state disability benefits).

Although Family and Medical Leave taken pursuant to this policy is generally Unpaid (except as per Section 4), you may, depending upon the reason for the leave, still be eligible for short term disability payments and/or worker's compensation benefits consistent with State Law. Please see Human Resources for further information on this.

Leave may be taken intermittently or on a reduced leave schedule, which will be applied against the 12-week period. If both spouses work for the Town, the Town may limit the aggregate number of work weeks of leave to which both may be entitled to 12 work weeks, for other than personal illnesses or the illness of a spouse or child (12 week limit may apply to the birth or adoption of a child, or the serious health condition of a parent).

2. Notice to the Town

In any case in which the necessity for the leave is foreseeable, the employee should provide the Human Resource Office with reasonable advance notice in order to allow proper time to plan for replacements, generally at least 30 days if possible. Medical

certification is necessary prior to granting any leave related to the serious health condition of any employee, spouse, child or parent. Request for family or medical leave must be submitted to your Department Head on an application available from the Human Resource Office. Periodic updates will be required, generally on a monthly basis, regarding the statue of your condition and your plans to return to work.

3. Reinstatement

Employees returning from Family or Medical Leave of Absence within the time constraints specified above will be restored to the position of employment held by the employee when the leave commenced or to an equivalent position. An individual who fails to return upon the conclusion of their approved leave will be considered to have voluntarily resigned. Employees returning from leave due to their own serious health condition must provide appropriate medical documentation prior to returning certifying their ability to resume the essential functions of their job.

4. Health Insurance and Other Benefits

We will continue to provide health benefits under an existing group health plan for employees out on family or medical leave for up to 12 weeks on the same basis as prior to the leave. Employees who fail to return after a leave may be required to reimburse the Town for the entire cost of health insurance premiums.

The Town may require employees to use any or all accrued vacation, sick or personal time in order to satisfy the initial period of the family or medical leave. The Town will require that one week of vacation time, if available, be maintained in the employee's leave bank. Employees are not entitled to any seniority or other employee benefits that would have accrued during an unpaid leave (such as sick time, vacation time or retirement service credit).

5. Extensions

Extensions beyond the initial leave period may be granted to a maximum 12 weeks upon appropriate documentation directed to the Town Supervisor. Employees will not be permitted to extend a family or medical leave beyond the 12 week maximum by tacking on unused vacation or personal leave.

In the case of an employee's disability, the Town may grant an extension beyond the time limits described above, on a month-to-month basis for a maximum of six months. Extensions beyond 12 weeks are not available for other family and medical leaves apart from the employee's disability. Persons granted an extension beyond the initial 12 weeks will be responsible for continuing their health insurance at their own expense. In the event of an extension, reinstatement will be subject to staffing conditions that may exist at the time reinstatement is sought. Therefore, we cannot guarantee to return you to either your former position or a comparable position upon return from extension of leave.

6. Employees with Less Than One Year of Service

Employees with less than one year of service who have completed their probationary period may also apply for a leave of absence for their own disability, but are not eligible for other types of family-related leaves. However, if granted, insurance continuation will be the sole responsibility of the employee and reinstatement will depend on our staffing needs at the time reinstatement is sought.

Disability forms and claims for New York State disability benefits are available from and should be filled out and returned to the Human Resource Office.

If you have any questions with respect to our Family and Medical Leave of Absence policy, please contact the Human Resource Office.